# COUNCIL REGULAR SESSION

Wednesday, September 17, 2025 at 7:00 PM

**COUNCIL MEMBERS:**

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

**LOCATION & CONTACT:**

HYBRID: Council Chambers & Zoom (details below)
Website | www.sthelensoregon.gov
Email | kpayne@sthelensoregon.gov
Phone | 503-397-6272
Fax | 503-397-4016

# UPDATED AGENDA

**CALL REGULAR SESSION TO ORDER**

**PLEDGE OF ALLEGIANCE**

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

**DELIBERATIONS**

1. Sale of City-Owned Property at 1300 Kaster Road described as:
   - Tax Account No. 11362, Map No. 4N1W-4DD-11300
   - Tax Account No. 11361, Map No. 4N1W-4DD-10800
   - Tax Account No. 13215, Map No. 4N1W-9-100

**ORDINANCES** – *Final Reading*

2. **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

3. **Ordinance No. 3317**: An Ordinance to Annex and Designate the Zone of Certain Property at 58506 Kavanagh Street (Avenue)

**RESOLUTIONS**

4. **Resolution No. 2058:** A Resolution Establishing an Official Compensation Package for Members of the City of St. Helens Planning Commission, and other City Advisory Boards and Commissions for Food, Beverages, and Other City-Related Items

5. **PUBLIC COMMENT - Increase in Drop Box Rates**

   **Resolution No. 2059:** A Resolution Establishing Drop Box Rates and Superseding Resolution No. 2028

6. **Resolution No. 2060:** A Resolution of the City Council of St. Helens, Oregon, Finding it Necessary and Convenient to Sell Real Property Located at Tax Account No. 11362 Map No. 4N1W-4DD-11300, Tax Account No. 11361 Map No. 4N1W-4DD-10800, and Tax Account No. 13215 Map No. 4N1W-9-100 and Authorizing the City to Enter into the Option to Purchase the Property in Compliance with ORS 221.725

**APPROVE AND/OR AUTHORIZE FOR SIGNATURE**

7. Agreement with Mackenzie for New Police Station at 1771 Columbia Blvd.
8. Exclusive Negotiating Agreement with Romano Properties for Proposed Development on Riverfront Property

**APPOINTMENTS TO BOARDS AND COMMISSIONS**

9. Reappoint Robert Dunn and Jana Mann and Appoint Kelsey Knutson to the Library Board

**CONSENT AGENDA FOR ACCEPTANCE**

10. Library Board Minutes dated June 9, 2025
11. Library Board Special Meeting Minutes dated June 9, 2025
12. Library Board Special Meeting Minutes dated August 27, 2025

**CONSENT AGENDA FOR APPROVAL**

13. City Council Minutes dated September 3, 2025
14. Amended Recreation Manager Job Description (fka: Parks & Recreation Manager)
15. Declare Surplus Property - Police Department Vehicles
16. 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/82569154092?pwd=0WK5Ht5aeapaa8liobgEdAAdHwSEMj.1
Passcode: 393602
Phone one-tap: +12532050468

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

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

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 17th 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.
18.36.06~~5~~0 ~~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 c~~e~~ity ~~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 Definitions~~Enforcement~~.**

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) ~~(c)~~ 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) ~~(c)~~ 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:

| **Site Size** | **EPSC Plan Requirement** | **Permit Type** |
|---|---|---|
| • Site less than 5,000 square feet<br>• Site within 50 feet of a body of water or a wetland that disturbs less than 1,000 square feet | Not required. | Not required. |
| **Small Sites**<br>• Site ranging from 5,000 square feet to 10,000 square feet<br>• Site within 50 feet of a body of water or a wetland that disturbs 1,000 square feet or more | Basic EPSC Plan required. | City EPSC Permit |
| **Medium Sites**<br>Site ranging from 10,001 square feet to ½-acre | Standard EPSC Plan required. | City EPSC Permit |

| | | |
|---|---|---|
| (21,780 square feet) | | |
| **Large Sites**<br>Site ranging from over ½-acre (21,780 square feet) to 0.99 acre | Enhanced EPSC Plan required | City EPSC Permit |
| **Sites 1.0 acre or larger** | EPSC Plan must be submitted to Oregon DEQ under 1200-C permit. Copy of EPSC plan and permit must be submitted to the City. | • DEQ Stormwater Permit<br>• City EPSC Permit |

**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:

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

| | |
|---|---|
| Prior to the site becoming inactive or in anticipation of site inaccessibility | 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. |
| Inactive periods greater than fourteen (14) consecutive calendar days | Once every two (2) weeks. |
| Periods during which the site is inaccessible due to inclement weather | If practical, inspections must occur daily at a relevant and accessible discharge point or downstream location. |

(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 are

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 1st and established by October 15th 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 1st) 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 ¼ of the NE ¼ 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 Kavanagh 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 69º01' 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;

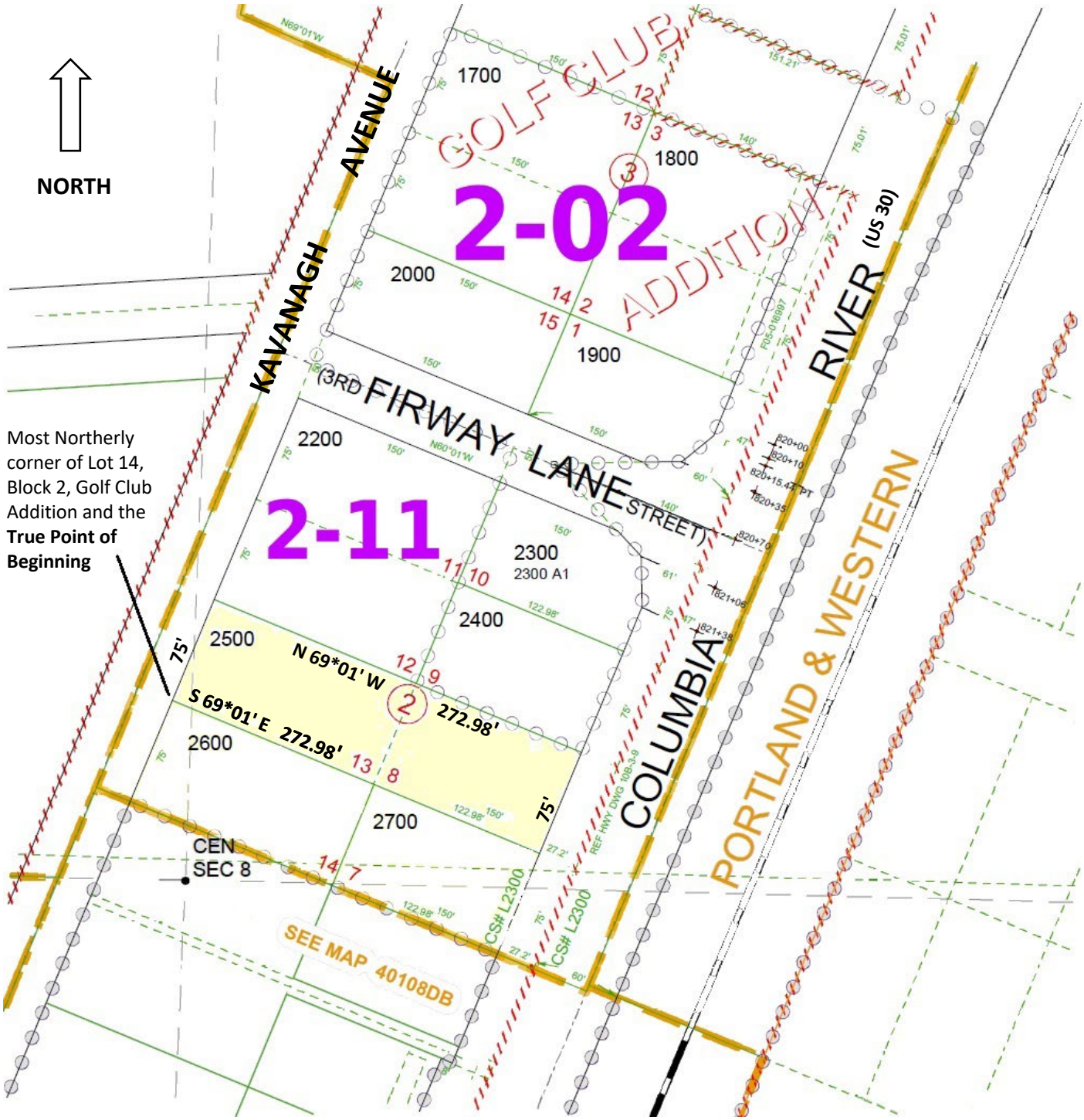
Thence, North 69º01' West along the North line of Lots 8 and 13, Block 2, Golf Club Addition to St. Helens, Columbia County, Oregon a distance of 272.98 feet to the East right-of-way line of Kavanaugh Avenue;

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 1st 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 Statues (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. 2058

## A RESOLUTION ESTABLISHING AN OFFICIAL COMPENSATION PACKAGE FOR MEMBERS OF THE CITY OF ST. HELENS PLANNING COMMISSION, AND OTHER CITY ADVISORY BOARDS AND COMMISSIONS MEMBERS, 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 appointive officers including members of the City Planning Commission and other City advisory boards and commissions members, 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 appointive officers, including members of City boards and commissions.

**Section 2.** This resolution is effective immediately upon adoption.

**PASSED AND ADOPTED** by the City Council on this 17th day of September 2025 by the following vote:

Ayes:
Nays:
Abstains:

_____
Jennifer Massey, Mayor

ATTEST:

_____
Kathy Payne, City Recorder

**Official Compensation Package for Members of City Boards and Commissions**

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 appointive officers including members of City boards and commissions as a result of performing their official duties for the City of St. Helens (City).

Covered Individuals: This policy applies for appointive officers and all board and commission members serving the City.

Policy: As part of their official compensation package as that term is used under ORS 244.040(2)(a), appointive officers including members of City boards and commissions 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 a board or commission member 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 board or commission member 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 members of boards and commissions. Those meals would be considered part of the official compensation package.
(2) At its annual Appreciation Reception, all existing members of boards and commissions may receive a gift of appreciation. This gift 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. This dinner would be considered part of the official compensation package.

If an appointive officer including a City board or commission member, 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.

City of St. Helens

# RESOLUTION NO. 2059

## A RESOLUTION ESTABLISHING DROP BOX RATES AND SUPERSEDING RESOLUTION NO. 2028

**WHEREAS,** according to Ordinance No. 3140, Section 8, Annual Rate Adjustment, commercial drop box franchise holder, Waste Management of Oregon, Inc., may adjust rates annually by a percentage equal to one-half of the annual percent change in the Consumer Price Index (CPI), not to exceed one and one-half percent (1.5%); and

**WHEREAS,** this year's CPI index was 318.244, up from 302.106 in July of 2024, which was an annual change of 5.342%; and

**WHEREAS,** per the franchise, Waste Management is allowed 50% of this annual change not to exceed 1.5%; and

**WHEREAS,** it is essential that this expense to the City's commercial drop box franchise holder be passed on to their customers effective October 1, 2025.

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

**Section 1.** Effective October 1, 2025, commercial drop box rates for the City of St. Helens at the Columbia County Transfer Station disposal site are hereby adopted as follows:

**PICK-UP, DELIVERY AND DISPOSAL FEES**

| Box Size | Fees |
|---|---|
| 40 yards | $159.54 |
| 30 yards | $159.54 |
| 20 yards | $151.55 |
| 10 yards | $144.35 |

**COMPACTED PICK-UP, DELIVERY AND DISPOSAL FEES**

| Box Size | Fees |
|---|---|
| 30 yards | $303.90 plus 7% franchise fee plus $112.36 disposal fee per ton |

**MISCELLANEOUS FEES**

| | | |
|---|---|---|
| Rental per day – all sizes | $ | 4.83 |
| Rental per month – all sizes | $ | 97.22 |
| Mileage – all sizes | $ | 1.88 |
| Disposal fee per ton | $ | 112.36 |

**Plus a 7% franchise fee is added to total monthly charge.**

**Section 2.** Resolution No. 2028 is hereby superseded by this Resolution.

**Approved and adopted** by the City Council on September 17, 2025, by the following vote:

Ayes:
Nays:
Abstains:

Jennifer Massey, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens

# RESOLUTION NO. 2060

## A RESOLUTION OF THE CITY COUNCIL OF ST. HELENS, OREGON, FINDING IT NECESSARY AND CONVENIENT TO SELL REAL PROPERTY LOCATED AT TAX ACCOUNT NO. 11362 MAP NO. 4N1W-4DD-11300, TAX ACCOUNT NO. 11361 MAP NO. 4N1W-4DD-10800, AND TAX ACCOUNT NO. 13215 MAP NO. 4N1W-9-100 AND AUTHORIZING THE CITY TO ENTER INTO THE OPTION TO PURCHASE THE PROERTY IN COMPLIANCE WITH ORS 221.725

**WHEREAS,** City Council entered into a purchase and sale agreement with Arcadia Paper Mills, LLC, ("Arcadia") for the sale of certain real property located at 1300 Kaster Road for use as a paper mill (the "Paper mill"); and

**WHEREAS,** the City of St. Helens, owns an approximately 33-acre parcel of property located adjacent to the Paper mill and identified as Tax Account No. 11362 Map No. 4N1W-4DD-11300, Tax Account No. 11361 Map No. 4N1W-4DD-10800, and Tax Account No. 13215 Map No. 4N1W-9-100, as further shown in **Exhibit A** (the "Property").

**WHEREAS**, the north side of the Property abuts the East Street right-of-way, more-or-less between the S. 15th Street and S. 10th Street rights-of-way and is west of the Wastewater Treatment Plant lagoon, east of Kaster Road, and north of the main paper mill complex.

**WHEREAS**, the property is zoned Heavy Industrial and developed with improvements previously associated with the Paper mill and the proposed use of the property is to expand the paper manufacturing facility.

**WHEREAS**, the reason City Council considers it necessary or convenient to sell the Property to promote economic development, private investment, and job creation opportunities in the city of St. Helens.

**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 has followed ORS 221.725(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 as shown on the attached **Exhibit B;** and

**WHEREAS,** the appraisal obtained by the City and shown on the attached **Exhibit A** provides for an appraisal of 70 acres, which includes the Property, and provides for an average price of $141,666.67 per acre of usable / developable land;

**WHEREAS,** the City desires to enter into an agreement that authorizes Arcadia the right to exercise the option to purchase the Property pursuant to the terms and conditions of an option agreement, including a purchase price of $200,000 per acre, as further described in the attached **Exhibit C** (the "Option Agreement"), and

**WHEREAS,** the City Council held a public hearing on September 17, 2025, to receive public comments from any resident of the City regarding the sale of the Property prior to the sale of the Option Agreement.

**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 necessary and convenient to sell the Property, which has no identified City use, and the sale of which will promote economic development, private investment, and job creation opportunities in the city of St. Helens.

**Section 3.** The City Council has received an offer to enter into the Option Agreement that grants the option to Arcadia to purchase the property in accordance with the terms and conditions of the Option Agreement.

**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 property 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 17, 2025.

**Section 5.** The City Council find that the entering into the Option Agreement with Arcadia 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 Option Agreement.

This resolution was PASSED and ADOPTED this 17th day of September, 2025, and takes effect upon passage.

Ayes:

Nays:

_____
Jennifer Massey, Mayor

ATTEST:

_____
Kathy Payne, City Recorder


OPTION AREA
09042025 CONCEPT
APPROX 33 AC.
KASTER ROAD
This is a concept. Legal creation of the property via the appropriate land use / land division actions are still required.
0 125 250 500 Feet
N

CBRE VALUATION & ADVISORY SERVICES

# APPRAISAL REPORT

ST. HELENS INDUSTRIAL PARK LAND
1300, 1400, 36800 KASTER ROAD
SAINT HELENS, OREGON 97051
CBRE FILE NO. CB24US009223-1

CLIENT: CITY OF ST. HELENS

VALUATION & ADVISORY SERVICES

VAS Department
Portland, OR 97201

www.cbre.com

Date of Report: February 22, 2024

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

RE: Appraisal of: St. Helens Industrial Park Land
1300, 1400, 36800 Kaster Road
Saint Helens, Columbia County, Oregon
CBRE, Inc. File No. CB24US009223-1

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 includes roughly 70 acres located within the St. Helens Industrial Park located within the City of St. Helens, Oregon. The site is generally level, includes access to public utilities and is zoned for a heavy industrial use. Due to wetlands, an estimated 54.06 acres are usable/developable.

The scope of this analysis involves estimating the market lease terms for a proposed ground lease from a prospective tenant. The intended use of this report is for internal decision-making purposes relating to lease negotiations.

The 'As Is' land value and the market rent conclusion represent the fee simple value of the subject and will be discussed in more detail later in the report. We note that the subject is not currently leased, and we have valued the fee simple interest of the land value to derive a fair market rent.

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 |
|---|---|---|---|
| As Is Land Value | Fee Simple Estate | February 9, 2024 | $7,650,000 |

Compiled by CBRE

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| INDUSTRIAL GROUND RENT CONCLUSION | |
|---|---|
| Ground Rent Area (Net) | 2,354,854 SF |
| Rent Expense Structure | Triple Net |
| Ground Rent/Month/SF - Year 1 | $0.030 |
| Ground Rent/Month - Year 1 | $70,646 |
| Ground Rent/Year - Year 1 | $847,747 |
| Term | 10+ years |
| Annual Escalators | Based on CPI adjustments |
| Compiled by CBRE | |

It is noted that the subject site is a portion of a larger paper manufacturing plant which was vacated in 2023. The subject site is mostly vacant, but is improved with nominal ancillary industrial buildings in support of the larger manufacturing facility. The primary manufacturing improvements are located directly east of the subject site. At the request of the client, this analysis excludes the existing improvements.

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).

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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

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# 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
Oregon Certification No. C001242



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# Subject Photographs




Aerial View



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View of Kaster Rd and approach to the subject from Old Portland Rd




Typical view of subject site (paved parking lot area)




Typical view of subject site (unimproved area situated to the southern portion of the site)




Typical view of subject site (unimproved area situated to the northern portion of the site)




View of internal drive




View of internal drive



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View of subject site and building improvements (excluded from this analysis)




View of subject site and building improvements (excluded from this analysis)



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# Executive Summary

| | | |
|---|---|---|
| **Property Name** | St. Helens Industrial Park Land | |
| **Location** | 1300, 1400, 36800 Kaster Road<br>Saint Helens, Columbia County, OR 97051 | |
| **Parcel Number(s)** | 11221 (additional parcels listed in 'Tax and Assessment Data') | |
| **Client** | City of St. Helens | |
| **Highest and Best Use** | | |
| As If Vacant | Industrial Use | |
| **Property Rights Appraised** | Fee Simple Estate | |
| **Date of Report** | February 22, 2024 | |
| **Date of Inspection** | February 9, 2024 | |
| **Estimated Exposure Time** | 12 - 24 Months | |
| **Estimated Marketing Time** | 12 - 24 Months | |
| **Primary Land Area** | 54.06 AC | 2,354,854 SF |
| **Zoning** | Heavy Industrial (HI), Light Industrial (LI) | |
| **Buyer Profile** | Developer | |

**CONCLUDED MARKET VALUE**

| Appraisal Premise | Interest Appraised | Date of Value | Value |
|---|---|---|---|
| As Is Land Value | Fee Simple Estate | February 9, 2024 | $7,650,000 |

Compiled by CBRE

| INDUSTRIAL GROUND RENT CONCLUSION | |
|---|---|
| Ground Rent Area (Net) | 2,354,854 SF |
| Rent Expense Structure | Triple Net |
| Ground Rent/Month/SF - Year 1 | $0.030 |
| Ground Rent/Month - Year 1 | $70,646 |
| Ground Rent/Year - Year 1 | $847,747 |
| Term | 10+ years |
| Annual Escalators | Based on CPI adjustments |

Compiled by CBRE

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

### Strengths/ Opportunities

- Generally level topography with access to public utilities.
- Potential rail and deep draft river access if assemblage with the properties to the west

### Weaknesses/ Threats

- Location in the City of St. Helens, which is considered to have reduced demand for industrial development considering its distance from the Portland metro area and Interstate 5.
- Portions of the subject site are graded and paved; however, the majority of the area is raw land and will require some excavation work for development. Utilities may also need to be upsized depending on user requirements.



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- 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 January 2024 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 removed language from its policy statement about further tightening but stated it needs more confidence inflation "is moving sustainably toward 2.00%" before considering cuts. Rising real interest rates will be a headwind for the economy in coming quarters; however, CBRE expects the U.S. economy will remain resilient with growth averaging 1.6% for the year.

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." [1]

[1] The Appraisal Foundation, *USPAP, 2024 Edition (Effective January 1, 2024)*



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- The appraiser estimated the non-developable areas based on a wetland delineation map provided by the client, and is assumed correct.
- The use of these extraordinary assumptions may have affected the assignment results.

## 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." [2]

- The subject includes all or a portion of nine tax lots. Furthermore, the subject site area includes improved and unimproved public right of ways. The property contact reports that upon leasing the subject site to a prospective tenant, a boundary line adjustment will be completed so as to consolidate and delineate the subject along parcel lines. It is assumed that the improved and unimproved ROW areas at the subject will be vacated. For the purpose of this report, we have assumed that these conditions have been completed as of the effective date of this report.
- The use of these hypothetical conditions may have affected the assignment results.

## OWNERSHIP AND PROPERTY HISTORY

**OWNERSHIP SUMMARY**

| Item | Current |
|---|---|
| **Current Ownership** | |
| Owner: | City of St. Helens |
| Sale in Last 3 Years?: | No |
| **Pending Sale** | |
| Under Contract: | No |
| **Current Listing** | |
| Currently Listed For Sale: | No |

Compiled by CBRE

CBRE is not aware of any sales, listings or contracts of the subject property within 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:

[2] The Appraisal Foundation, *USPAP, 2024 Edition (Effective January 1, 2024)*



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

The following table presents the information derived from these sources.

**EXPOSURE/MARKETING TIME DATA**

| Investment Type | Exposure/Mktg. (Months) Range | Average |
|---|---|---|
| Comparable Sales Data | 18.0 - 60.0 | 39.0 |
| Local Market Professionals | 6.0 - 24.0 | |
| **CBRE Exposure Time Estimate** | **12 - 24 Months** | |
| **CBRE Marketing Period Estimate** | **12 - 24 Months** | |

Various Sources Compiled by CBRE

The concluded exposure/marketing period takes into consideration the subject's secondary market location (St. Helens) and larger site size.


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ADDENDA

A Land Sale Data Sheets
B Qualifications



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# 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

The intended use of this report is for internal decision-making purposes relating to lease negotiations. 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. [3]

## 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

[3] Appraisal Institute, *The Appraisal of Real Estate*, 15th ed. (Chicago: Appraisal Institute, 2020), 40.



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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 estimate the market rent and market value of the subject property.

## DEFINITION OF VALUE

### Market 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. [4]

## 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. [5]
>
> *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. [6]
>
> *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. [7]

---

[4] 12 CFR, Part 34, Subpart C-Appraisals, 34.42(h).

[5] Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed. (Chicago: Appraisal Institute, 2022), 73.

[6] Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed. (Chicago: Appraisal Institute, 2022), 105.



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*Going Concern* – An established and operating business having an indefinite future life. [8]

### 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):* |
|---|---|
| **Site Data** | |
| Size | Information provided by client |
| Wetland Area | Estimated by appraiser based on information provided by client |
| **Other** | |
| Zoning Information | City of St. Helens |
| Tax Information | County Assessor |
| Flood Zone | InterFlood |
| **Data Not Provided** | |
| Engineering studies, soil tests or environmental assessments | |
| Preliminary title report | |

Compiled by CBRE

[7] Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed. (Chicago: Appraisal Institute, 2022), 105.

[8] Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed. (Chicago: Appraisal Institute, 2022), 83.



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## 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 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.

The following summaries of each method are paraphrased from the text.

The first is the sales comparison approach. This is a process of analyzing sales of similar, recently sold parcels in order to derive an indication of the most probable sales price (or value) of the property being appraised. The reliability of this approach is dependent upon (a) the availability of comparable sales data, (b) the verification of the sales data regarding size, price, terms of sale, etc., (c) the degree of comparability or extent of adjustment necessary for differences between the subject and the comparables, and (d) the absence of nontypical conditions affecting the sales price. This is the primary and most reliable method used to value land (if adequate data exists).

The income capitalization procedures include three methods: land residual technique, ground rent capitalization, and Subdivision Development Analysis. A discussion of each of these three techniques is presented in the following paragraphs.

> The land residual method may be used to estimate land value when sales data on similar parcels of vacant land are lacking. This technique is based on the principle of balance and the related concept of contribution, which are concerned with equilibrium among the agents of production--i.e. labor, capital, coordination, and land. The land residual technique can be used to estimate land value when: 1) building value is known or can be accurately estimated, 2) stabilized, annual net operating income to the property is known or estimable, and 3) both building and land capitalization rates can be extracted from the market. Building value can be estimated for new or proposed buildings that represent the highest and best use of the property and have not yet incurred physical deterioration or functional obsolescence.
>
> The subdivision development method is used to value land when subdivision and development represent the highest and best use of the appraised parcel. In this method, an appraiser determines the number and size of lots that can be created from the appraised land physically, legally, and economically. The value of the underlying land is then estimated through a discounted cash flow analysis with revenues based on the achievable sale price of the finished product and expenses based on all costs required to complete and sell the finished product.
>
> The ground rent capitalization procedure is predicated upon the assumption that ground rents can be capitalized at an appropriate rate to indicate the market value of a site. Ground rent is paid for the right to use and occupy the land according to the



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terms of the ground lease; it corresponds to the value of the landowner's interest in the land. Market-derived capitalization rates are used to convert ground rent into market value. This procedure is useful when an analysis of comparable sales of leased land indicates a range of rents and reasonable support for capitalization rates can be obtained.

The allocation method is typically used when sales are so rare that the value cannot be estimated by direct comparison. This method is based on the principle of balance and the related concept of contribution, which affirm that there is a normal or typical ratio of land value to property value for specific categories of real estate in specific locations. This ratio is generally more reliable when the subject property includes relatively new improvements. The allocation method does not produce conclusive value indications, but it can be used to establish land value when the number of vacant land sales is inadequate.

The extraction method is a variant of the allocation method in which land value is extracted from the sale price of an improved property by deducting the contribution of the improvements, which is estimated from their depreciated costs. The remaining value represents the value of the land. Value indications derived in this way are generally unpersuasive because the assessment ratios may be unreliable and the extraction method does not reflect market considerations.

## METHODOLOGY APPLICABLE TO THE SUBJECT

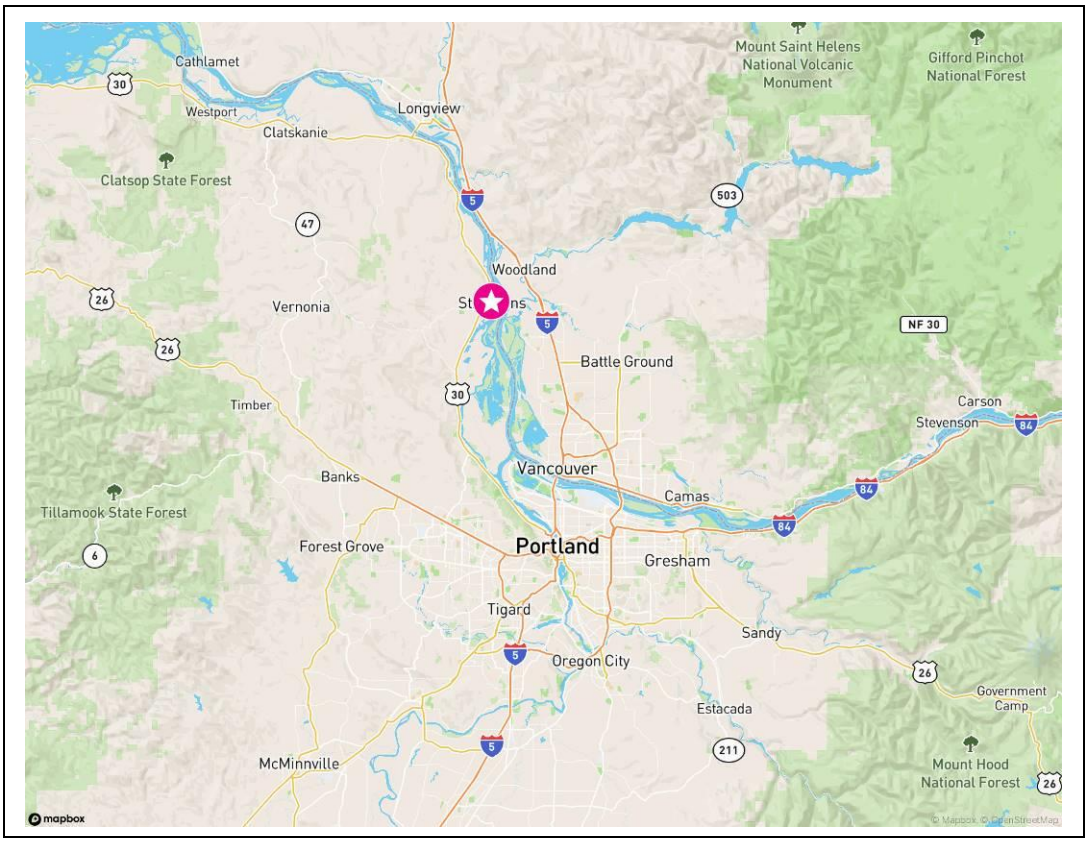
For the purposes of this analysis, we have utilized the sales comparison approach for the land value. The other methodologies are used primarily when comparable land sales data is non-existent. Therefore, these approaches have not been used.

In determining the subject's market rent, the primary methodology is the return on land value analysis. In order to determine market rent for the land, the land value must first be established, and then market rates of return are determined from our research with market participants and other known lease negotiations. Supplemental ground lease comparables will also be presented for support.



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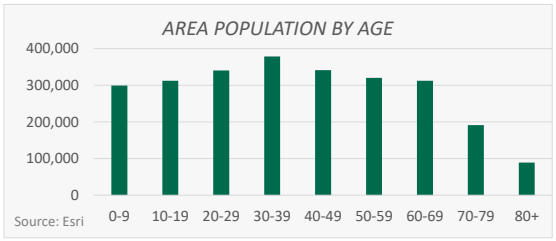
# Area Analysis



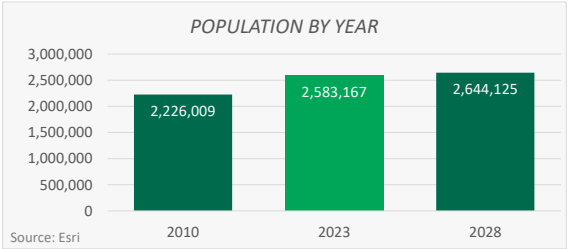

The subject is located in the Portland MSA. Key information about the area is provided in the following tables.

## 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.



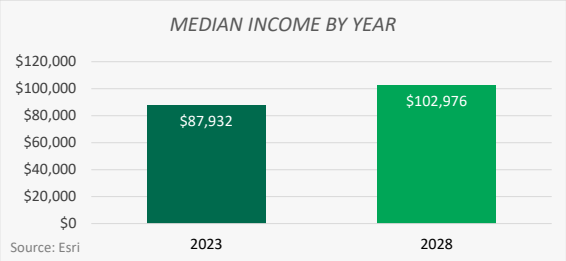

Source: ESRI, downloaded on Feb, 12 2024



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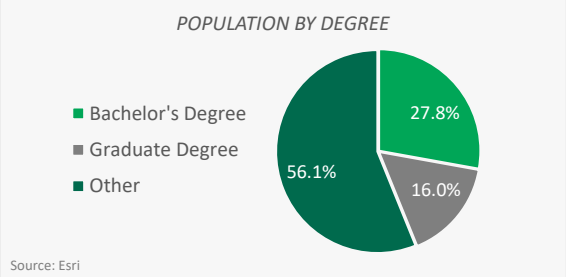
## INCOME

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.

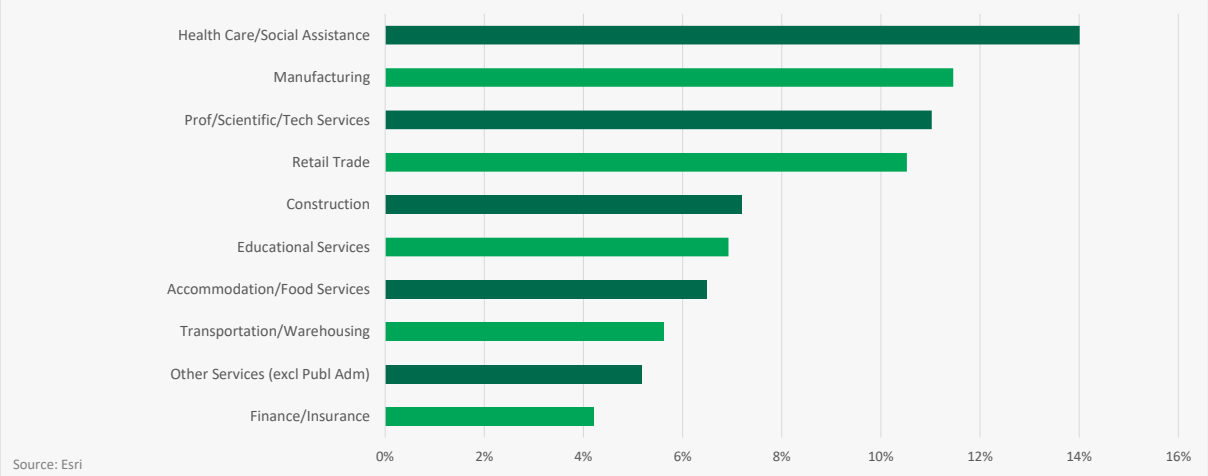



## EDUCATION

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 and has a 3.8% unemployment rate. 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 Feb 12, 2024; BLS.gov dated Dec 1, 2023 (preliminary)

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



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| 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[1] | Portland | 19,603 | 20,724 | Education |
| Nike | Beaverton | 15,522 | 83,700 | Apparel |
| Legacy Health[1] | Portland | 13,087[2] | 13,775 | Medical |
| Kaiser Permanente | Portland | 12,514 | 318,739 | Medical |
| Fred Meyer Stores | Portland | 9,000 | 430,000[3] | Grocery |
| Portland Public Schools | Portland | 7,111[4] | 7,111 | Education |
| City of Portland | Portland | 6,753[4] | 6,753 | Government |
| Multnomah County | Portland | 6,317 | 7,005 | Government |
| U.S. Deptartment of Veterans Affairs | Portland | 4,845[5] | 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[4] | 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[4] | 2,463 | Education |
| Oregon Department of Human Services | Portland | 2,439[4] | 10,000 | Social Services |
| Portland General Electric | Portland | 2,423 | 2,873 | Utilities |
| Clackamas County | Oregon City | 2,363[4] | 2,363 | Government |
| North Clackamas Schools | Milwaukie | 2,223[4] | 2,223 | Education |
| Washington County | Hillsboro | 2,211[4] | 2,211 | Government |
| Bonneville Power Administration | Portland | 2,119[5] | 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[4] | 1,511 | Education |
| The Standard | Portland | 1,442 | 3,655 | Insurance |
| Tigard-Tualatin School District | Tigard | 1,421[4] | 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[4] | 1,240 | Education |
| Metro | Portland | 1,227[4] | 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



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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.

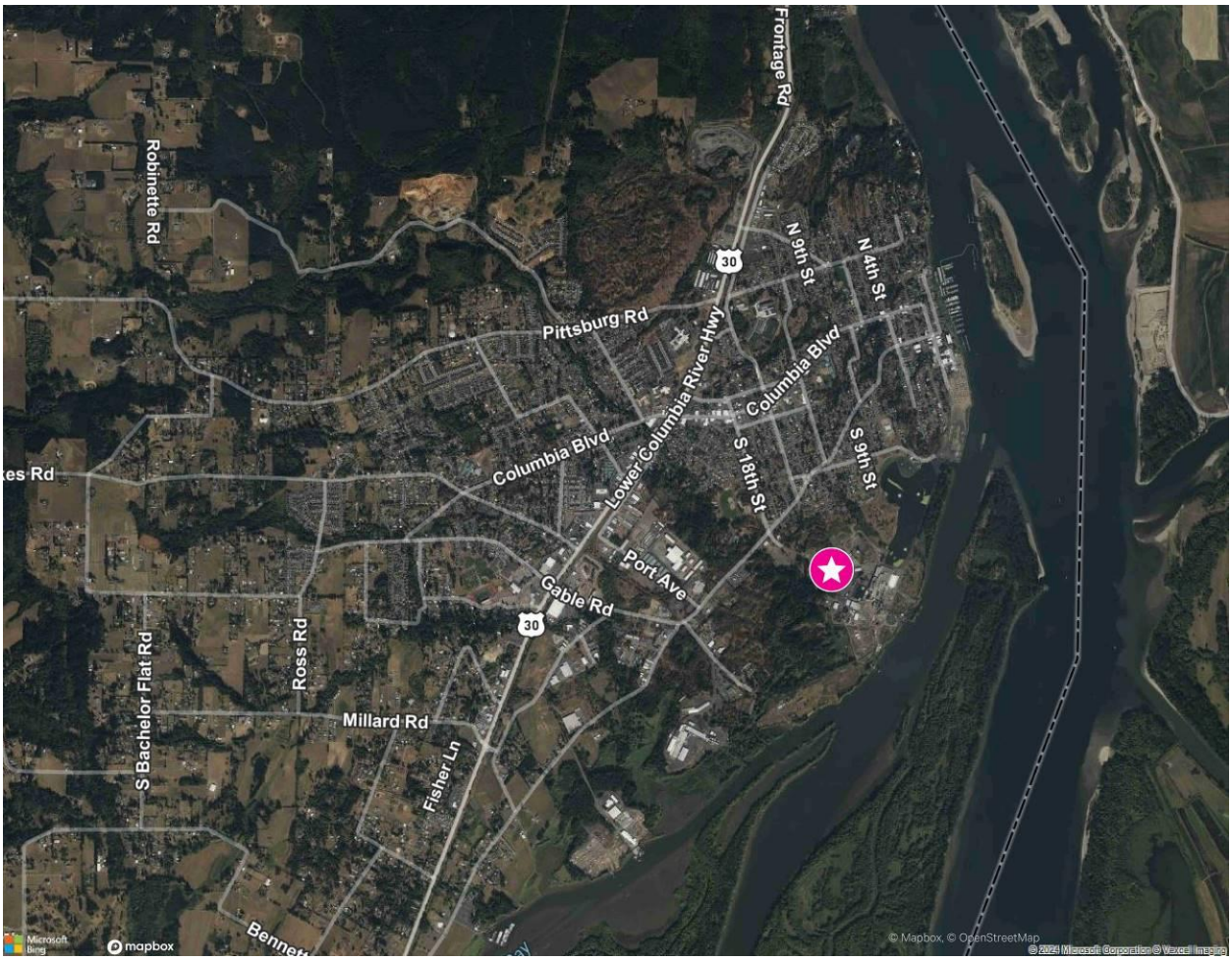
While average salaries in the Portland region can be lower than those of other west coast metros, Portland's cost of living and social amenities are equal to or better. Continued growth in the region's talented workforce suggests that skilled workers understand that their wages will go further here.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



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# 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



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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 site is located within the St. Helens Industrial Park and also near Port of Columbia Property, and is a portion of the former Cascades Tissue Group manufacturing facility. The former Cascades Tissue Group facility was a paper products manufacturing plant with a total area of 284,000 SF. The facility was vacated in 2023. The subject comprises primarily of either vacant land or areas with nominal ancillary improvements, with the primary industrial facility located directly east. Overall, the subject is located in an area which transitions from residential and commercial uses in the west to industrial uses at the subject and east of the Multnomah Channel.

## 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.



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## 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**

| 1300, 1400, 36800 Kaster Road<br>Saint Helens, OR 97051 | 1 Mile Radius | 3 Mile Radius | 5 Mile Radius | Portland-Vancouver-Hillsboro, OR- |
|---|---|---|---|---|
| Population | | | | |
| 2028 Total Population | 4,698 | 18,710 | 31,607 | 2,644,125 |
| 2023 Total Population | 4,724 | 18,410 | 31,043 | 2,583,167 |
| 2010 Total Population | 4,667 | 17,035 | 27,364 | 2,226,009 |
| 2000 Total Population | 4,374 | 13,782 | 21,463 | 1,927,881 |
| *Annual Growth 2023 - 2028* | *-0.11%* | *0.32%* | *0.36%* | *0.47%* |
| *Annual Growth 2010 - 2023* | *0.09%* | *0.60%* | *0.98%* | *1.15%* |
| *Annual Growth 2000 - 2010* | *0.65%* | *2.14%* | *2.46%* | *1.45%* |
| Households | | | | |
| 2028 Total Households | 1,902 | 7,224 | 11,807 | 1,043,495 |
| 2023 Total Households | 1,898 | 7,061 | 11,535 | 1,011,850 |
| 2010 Total Households | 1,811 | 6,425 | 10,118 | 867,794 |
| 2000 Total Households | 1,633 | 5,148 | 7,886 | 745,531 |
| *Annual Growth 2023 - 2028* | *0.04%* | *0.46%* | *0.47%* | *0.62%* |
| *Annual Growth 2010 - 2023* | *0.36%* | *0.73%* | *1.01%* | *1.19%* |
| *Annual Growth 2000 - 2010* | *1.04%* | *2.24%* | *2.52%* | *1.53%* |
| Income | | | | |
| 2023 Median Household Income | $51,239 | $72,126 | $77,607 | $87,932 |
| 2023 Average Household Income | $64,625 | $86,383 | $96,973 | $121,886 |
| 2023 Per Capita Income | $26,538 | $33,323 | $35,874 | $47,801 |
| 2023 Pop 25+ College Graduates | 301 | 2,179 | 4,540 | 795,752 |
| Age 25+ Percent College Graduates - 2023 | 9.7% | 17.2% | 21.3% | 43.9% |

Source: ESRI

## CONCLUSION

The subject has an average location in the small community of St. Helens, and is located in an area including primarily industrial development. St. Helens is a small town situated on the far outlying Portland market., and in turn is provided direct access to the Portland metro area to the south.

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



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through 2028. Overall, the subject neighborhood is forecast to maintain a stable performance over the near and mid to long-term.



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## PLAT MAP

The subject includes all or a portion of nine tax lots. The approximate subject boundary is shown below together with the current plat map.






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## FLOOD PLAIN MAP






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## WETLAND MAP

The following wetland map/survey was provided by the client. This includes wetland and buffer areas.






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The following wetland map overlays the above wetland survey with the aerial map of the subject, which is used to estimate the subject's net area (gross site area less wetland and buffer areas).






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## TOPOGRAPHY MAP






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# Site Analysis

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

| SITE SUMMARY AND ANALYSIS | | | |
|---|---|---|---|
| **Physical Description** | | | |
| Gross Site Area | | 70.00 Acres | 3,049,200 Sq. Ft. |
| Net Site Area | | 54.06 Acres | 2,354,854 Sq. Ft. |
| Shape | | Irregular | |
| Topography | | Generally Level | |
| Parcel Number(s) | | 11221 (additional parcels listed in 'Tax and Assessment Data') | |
| Zoning District | | Heavy Industrial (HI) | |
| Flood Map Panel No. & Date | | 41009C0456D | 26-Nov-10 |
| Flood Zone | | Zone X (Unshaded) | |
| Adjacent Land Uses | | Industrial, vacant land, residential | |
| **Comparative Analysis** | | **Rating** | |
| Visibility | | Average | |
| Functional Utility | | Average | |
| Adequacy of Utilities | | Assumed Average | |
| Drainage | | Assumed Adequate | |
| **Other** | **Yes** | **No** | **Unknown** |
| Detrimental Easements | | Assumed No | |
| Encroachments | | Assumed No | |
| Deed Restrictions | | Assumed No | |
| Various sources compiled by CBRE | | | |

## LOCATION

The subject site is located within the St. Helens Industrial Park and comprises all or a portion of nine tax lots. Three of the subject tax lots are addressed 1300, 1400 and 36800 Kaster Road, St. Helens, OR 97051.

## SITE SIZE

The subject consists of nine parcels with a total area of 70 acres according to the client. Based on the wetland survey provided for this report, including 50' buffer areas, the non-developable area is estimated at 15.94 acres. Therefore, the developable area is estimated at 54.06 acres. This is assumed correct for this analysis.

## SHAPE

The site is irregular in shape. The overall size and shape are adequate for development.



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## INGRESS/EGRESS

Ingress and egress is available to the site via Kaster Road, which comes onto and terminates at the subject. Kaster Road at the subject is a two lane street improved with asphalt and one lane of traffic traveling in either direction. For this analysis, it is assumed that right of ways within the subject site are vacated as of the effective date (see Hypothetical Condition). Kaster road provides access to Old Portland Road a short distance west. Old Portland Road is a two lane collector street improved with asphalt, and provides access to Highway 30 to the southwest and downtown St. Helens to the northeast. Based on the subject's access/linkage to Highway 30, access is considered more or less average for an industrial site.

It is noted that the subject site does not include rail access; however, rail access is located on the adjacent property to the east also owned by the City of St. Helens.

## TOPOGRAPHY & DRAINAGE

The site is generally level. However, it is noted that the majority of the subject site is raw land and some excavation work will be required prior to development.

## SOILS

Several rock outcroppings were noted by the appraiser at the inspection. A detailed soils analysis was not available for review. In the absence of a soil report, it is a specific assumption that the site has adequate soils to support the highest and best use.

## UTIITIES & SERVICES

The site is within the jurisdiction of the City of St. Helens and is provided all municipal services, including police, fire and 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. However, the client reports that there is potential for some upsizing depending on user requirements.

## EASEMENTS AND ENCROACHMENTS

A preliminary title report was not available for review. During the on-site inspection, no adverse easements or encumbrances were noted. This appraisal assumes that there is no negative value impact on the subject improvements. If questions arise regarding easements, encroachments, or other encumbrances, further research is advised.

## 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.



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## 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.

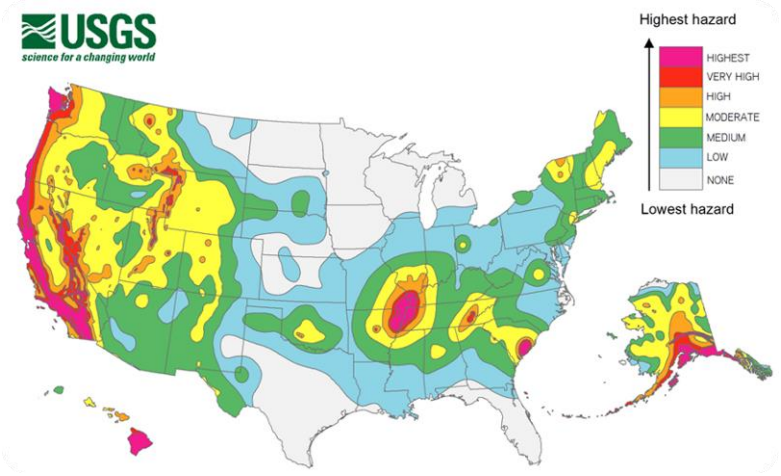
The appraiser is not qualified to detect the existence of potentially hazardous material or underground storage tanks which may be present on or near the site. The existence of hazardous materials or underground storage tanks may affect the value of the property. For this appraisal, CBRE, Inc. has specifically assumed that the property is not affected by any hazardous materials that may be present on or near the property.

## 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. This is common for the West Coast due to the Cascadia Subduction Zone.




## ADJACENT PROPERTIES

The adjacent land uses are summarized as follows:

| | |
|---|---|
| North: | Residential (SFR) |
| South: | Undeveloped land |
| East: | Industrial development and vacant land |
| West: | Undeveloped land |

Adjacent properties are concluded to have a typical influence on the subject as industrial land.



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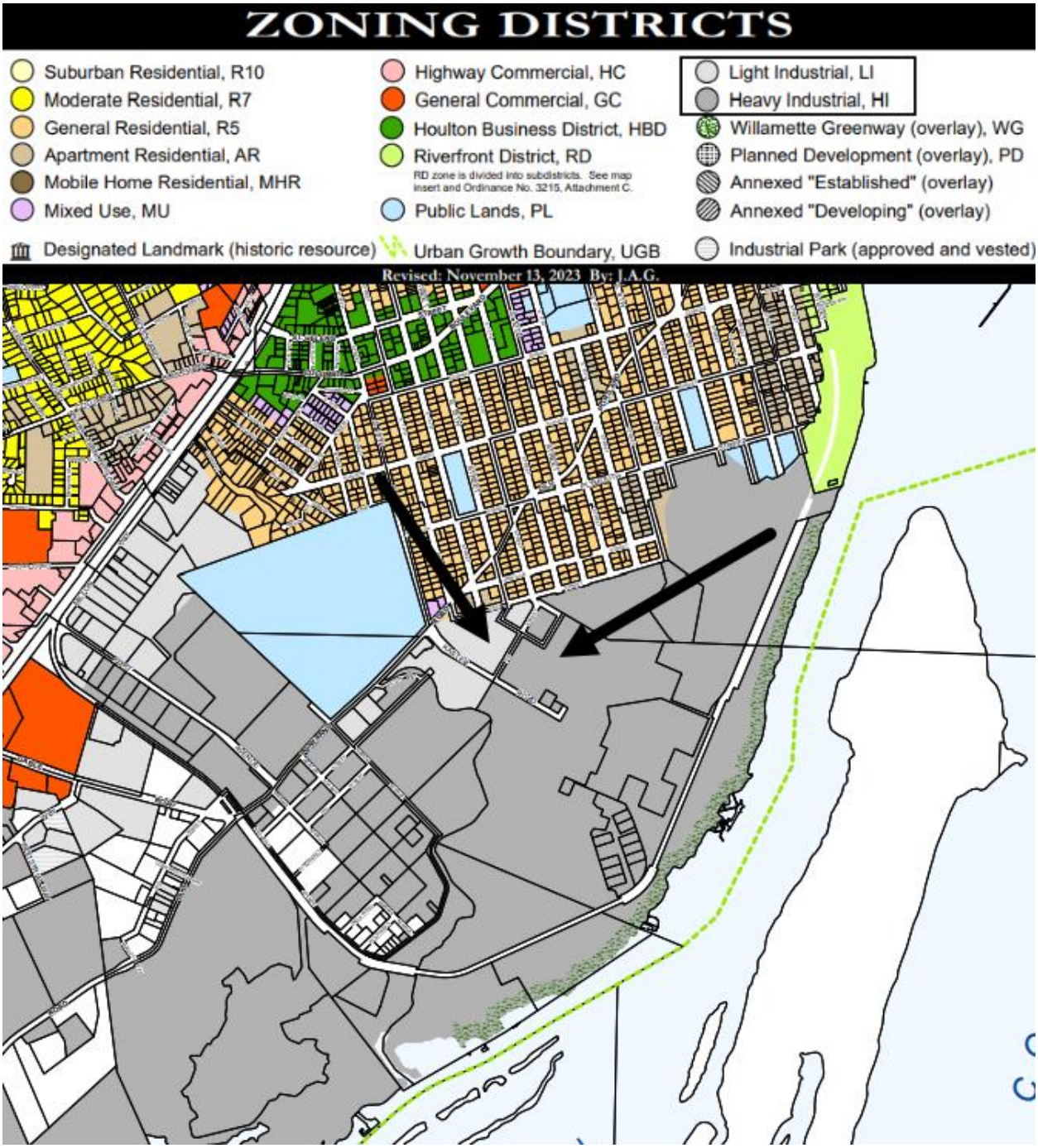
## CONCLUSION

Overall, the subject site is considered to be a typical industrial site in terms of its access, topography, utilities and size for a large industrial site; however, its location in St. Helens is considered to compete towards the lower end of the Portland MSA for industrial development based on its proximity/access to Interstate 5.



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## ZONING MAP






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# Zoning

The subject site is zoned both Heavy Industrial (HI) and Light Industrial (LI). It is noted that the majority of the site is located within the HI zone. The following summarizes each zone.

## Heavy Industrial Zone

| ZONING SUMMARY (HI) | |
|---|---|
| Current Zoning | Heavy Industrial (HI) |
| Legally Conforming | N/A - Land |
| Uses Permitted | Agricultural supplies/sales, machinery sales and repairs including slaughterhouses or tanneries (carried out in an enclosed building); All manufacturing, repairing, compounding, research, assembly, fabricating, or processing activities without off-site impacts; Auction sales, services and repairs; Building maintenance services; Building material sales including outdoor storage; Commercial gasoline stations; Equipment, heavy – sales and service; Motor vehicle sales, service, repair, and painting; Nursery/greenhouse operation and sales; Public facility, minor; Transmitting and/or receiving towers with or without broadcasting facilities; Trucking yards/terminals, including warehousing; Utility distribution plants and service yards; Wholesaling, warehousing and storing of automobiles, trucks, buses, consumer goods, contractors' equipment, building materials, food products, liquid fuel, household goods, ice, lumber (except log storage or ponding), and such |
| Conditional Uses | Caretaker dwelling; Entertainment, adult; Hazardous waste collection and/or treatment site; Manufacture, repair, etc., with some off-site impact; Natural mineral resources development including necessary building, apparatus and appurtenances for rock, sand, gravel and mineral extraction and dredging, processing and stockpiling and all types of mineral recovery or mining, excluding smelters and ore reduction; On-site retailing of product manufactured, processed, etc., on site; Permitted uses which require special permits from the Oregon Department of Environmental Quality; Public parks; Public facilities, major; Public safety and support facilities; Recycling collection center; Solid waste disposal site or transfer station; Some special hazardous uses; Storage facilities such as personal lockers/garages and for recreational-type vehicles; Temporary asphalt batching (six months maximum); Travel trailer parks; Wrecking and junkyards |
| Zoning Change | Not likely |

Source: Planning & Zoning Dept.

According to the St. Helens Municipal Codee, the "HI zone is intended to provide appropriate locations for intensive manufacturing activities including fabrication, processing, or assembling of semifinished or finished products from raw materials, outdoor storage areas, and the storage of heavy equipment. It is also intended to provide locations for activities that need to be separated from more easily impacted activities such as schools, churches, etc."



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## Light Industrial Zone

| ZONING SUMMARY (LI) | |
|---|---|
| Current Zoning | Light Industrial (LI) |
| Legally Conforming | N/A - Land |
| Uses Permitted | Agricultural supplies/sales, machinery sales and repairs but not slaughterhouses or tanneries; Animal sales and services: kennels, veterinary (small animals), and veterinary (large animals); Auction sales, services and repairs; Boat repairs; Building maintenance services; Building material sales including outdoor storage; Commercial gasoline stations; Equipment (light and heavy) sales, storage, repair and rentals; Laboratories and research services; Manufacturing, repairing, compounding, research, assembly, fabricating, or processing activities of previously prepared materials and without off-site impacts; Mini storage and storage site; Motor vehicle sales, service, repair, and painting; Nurseries, greenhouse operations and sales; Parking lots, private or public; Public facility, minor; Transmitting and/or receiving towers with or without broadcast facilities; Utility distribution plants and service yards; Vehicle wash operations; Warehousing, enclosed; Wholesale trade. |
| Conditional Uses | Bar; Child care facilities; Concrete mixing (concrete batching plant); Drive-in theater; Dwelling for caretaker or superintendent which is located on the same site with the permitted industrial use and is occupied exclusively by a caretaker or superintendent of the industrial use and family (same applies to a kennel); Eating and drinking establishments; Entertainment, adult; Industrial park to combine light manufacturing, office and complementary related commercial uses to include such activities as postal services, veterinary services, communication services, construction sales, business support services, financial services, insurance services, real estate services, laundry services, medical/dental services, sports and health services, professional and administrative offices, convenience sales, personal services, eating and drinking establishments and such; Manufacturing, repairing, compounding, research, assembly, fabricating, processing or packing of resource materials with some off-site impacts; Public and private recreational and amusement; facilities; Public facilities, major; Public parks; Public safety and support facilities; Temporary asphalt batching (six-month maximum); Travel trailer parks; Wrecking and junkyards. |
| Zoning Change | Not likely |

Source: Planning & Zoning Dept.

According to the St. Helens Municipal Codee, the "LI zone is intended to provide appropriate locations for general industrial use including light manufacturing and related activities with few, if any, nuisance characteristics such as noise, glare, and smoke. It is to permit manufacturing, processing, assembling, packaging or treatment of products from previously prepared materials and to discourage residential use and limit commercial use."

## ANALYSIS AND CONCLUSION

Overall, legal influences support a wide range of industrial activities at the subject site. Additional information may be obtained from the appropriate governmental authority. For purposes of this appraisal, CBRE has assumed the information obtained is correct.



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# Tax and Assessment Data

The subject site includes all or a portion of nine individual tax lots. The subject tax lots are owned in fee by the City of St. Helens and are tax exempt. For presentational purposes only, the following summarizes the assessment information for each tax lot.

It is also noted that some of the subject parcels include improvements, which have been excluded from this analysis.

**AD VALOREM TAX INFORMATION**

| Parcel | Assessor's Parcel No. | RMV Type | 2023/2024 |
|---|---|---|---|
| 1 | 11221 | Land | $447,250 |
| 2 | 11361 | Land | 245,080 |
| 3 | 11362 | Land | 702,550 |
| 4 | 13215 | Land | 1,760,640 |
| 5 | 13224 | Land & Impr. | 89,960 |
| 6 | 13225 | Land | 6,850 |
| 7 | 13226 | Land | 535,880 |
| 8 | 29058 | Land | - |
| 9 | 437158 | Land | 4,565,240 |
| | Subtotal | | $8,353,450 |
| | % of Assessed Value | | 55% |
| | Final Assessed Value | | 4,632,940 |
| | Effective Tax Rate (per $100 A.V.) | | - |
| | **Total Taxes** | | **$0** |

Source: Assessor's Office

## OREGON PROPERTY TAX LAW

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 subject property is not encumbered by bonds.



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# Market Analysis

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 Fourth Quarter 2023 Industrial MarketView report for the Portland metro area and additional data provided by CBRE Research. It is noted that the subject property is located outside the Portland metro area; however, we have included an analysis of the Portland market given its proximity and influence on Columbia County.

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 INDUSTRIAL MARKET OVERVIEW



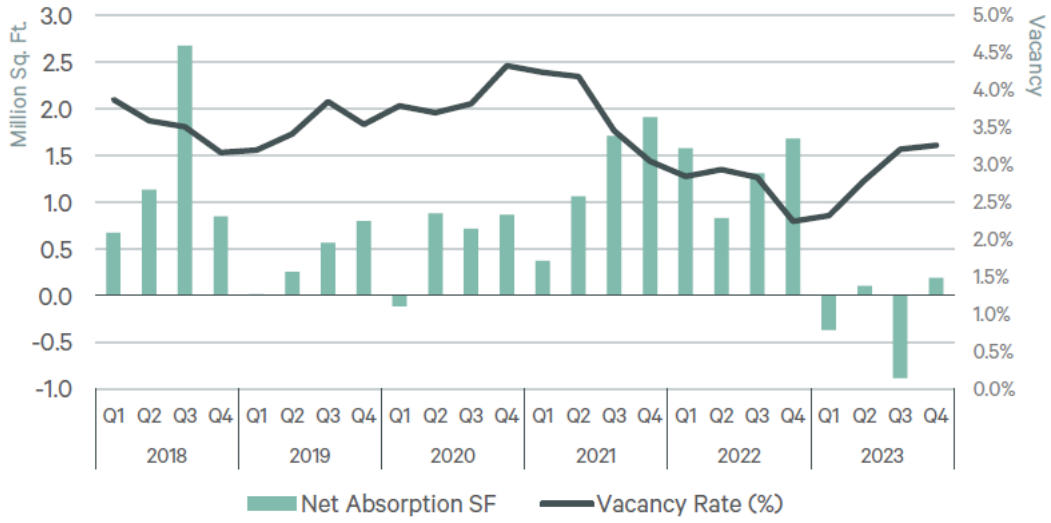

Note: Arrows indicate year-over-year change

At the conclusion of 2023, Portland's industrial market-wide vacancy rate stands at 3.3%, a figure below the 10-year average of 3.6%, albeit registering a 100 basis-point (bps) year-over-year (YoY) increase. Industry professionals with a national scope note that Portland still boasts one of the tightest markets in the country with vacant space representing less than 4% of the total market inventory. Portland's industrial sector experienced positive net absorption of 188,493 square feet (sq. ft.) in Q4 2023, bringing the year-to-date (YTD) figure to approximately negative 961,000 sq. ft. This negative figure is noteworthy but represents less than one percent of the market's total product. Two prominent lease transactions in the fourth quarter include JH Kelly's 259,148 sq. ft. sublease at Sunlight Supply, which they've already occupied, and Interstate Batteries' 161,151 sq. ft. lease at Camas Meadows Business Park, which is currently under construction in Clark County and anticipated to be operational in Q2 2024. The industrial development landscape concluded Q4 2023 with a healthy pipeline of 2.8 million sq. ft., of which 81% is speculative construction. Developers with proposed projects who did not initiate a start in 2023 are likely waiting for the economic outlook to become more defined in 2024. Noteworthy trends in asking rental rates for new leases reveal a slight quarter-over-quarter increase. In the fourth quarter of 2023 Class A buildings experienced metro-wide asking rates between $0.80-0.95/sq. ft. on a triple net (NNN) basis for spaces exceeding 50,000 sq. ft.



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FIGURE 1: Net Absorption and Vacancy




Source: CBRE Research Q4 2023

## Net Absorption and Leasing Trends

In response to the volatile economic conditions prevailing in 2023 and the gradual resolution of supply chain disruptions, corporate entities have exhibited a reduced pace of absorption compared to historical norms. The Portland industrial market recorded 188,493 sq. ft. of positive net absorption in the fourth quarter of 2023, culminating in a year-to-date deficit of approximately 961,000 sq. ft. Despite its significance, this figure remains below the threshold of one percent in relation to the overall market inventory. The most significant move-out in the fourth quarter is Cascade Tissue, vacating 325,000 sq. ft. at Marine Drive Distribution Center. Conversely, Looptworks has moved into their 92,000 sq. ft. space at Halsey Industrial Center and Silkcraft of Oregon has occupied their 91,000 sq. ft. space at Interstate Crossroads Distribution Center, relocating from 3324 NW Marine Drive. Outside of this, tenants under 100,000 sq. ft. accounted for over 90% of Q4's net absorption. Against this backdrop of nuanced corporate relocations, leasing activity exhibited a marginal reduction in the quarter, recording a volume of 1.5-million square feet. A comparative analysis with the full year 2022 reveals an 18% decline in total leasing volume.

TABLE 1: Q4 2023 Key Lease Transactions

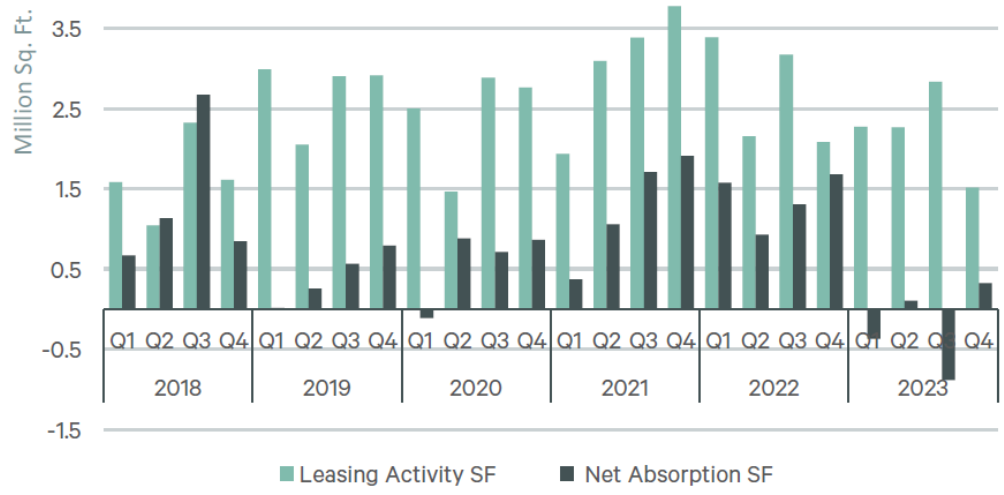
| Tenant | Size (SF) | Location | Submarket | Lease Type |
|---|---|---|---|---|
| JH Kelly LLC | 259,148 | Sunlight Supply | Clark County | Sublease |
| Interstate Batteries | 161,151 | Camas Meadows Business Park | Clark County | New Lease |
| Major Apparel Manufacturer | 112,031 | 217 Distribution Center | Southwest | Renewal |
| BMWC Constructors | 100.000 | Teton Commerce Center | Southwest | New Lease |
| Lanter Delivery Systems | 94,643 | Alderwood Corporate Center III | Northeast | Renewal |

Source: CBRE Research Q4 2023



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FIGURE 2: Historical Leasing Activity and Net Absorption

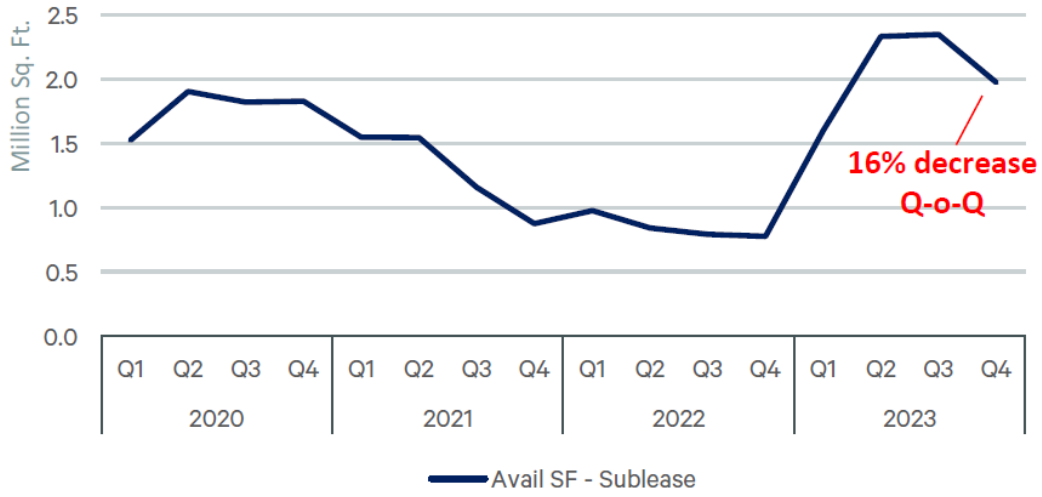



Source: CBRE Research Q4 2023

## Vacancy and Availability

As of the culmination of 2023, the industrial market in Portland discloses a citywide vacancy rate of 3.3%, underscoring a level beneath the 10-year mean of 3.6%, albeit exhibiting a year-over-year increase of 100 basis points. Within the spectrum of available space, a discernible scarcity is observed in industrial buildings measuring 50,000 sq. ft. and smaller, in stark contrast to their counterparts within the 100,000 – 250,000 sq. ft. size bracket, which boasts an availability rate of 6.3%. The Sunset Corridor stands as the most constrained submarket within the metropolitan area, revealing a vacancy rate of 1.6%, while Northeast Portland harbors a comparatively higher vacancy rate of 4.6%. Furthermore, it is noteworthy that Portland witnessed a reduction in the industrial sublease availability rate during Q4, as depicted in Figure 3, marking the first instance of decline since a pronounced upswing characterized the initial half of 2023.

FIGURE 3: Historical Sublease Availability




Source: CBRE Research Q4 2023.

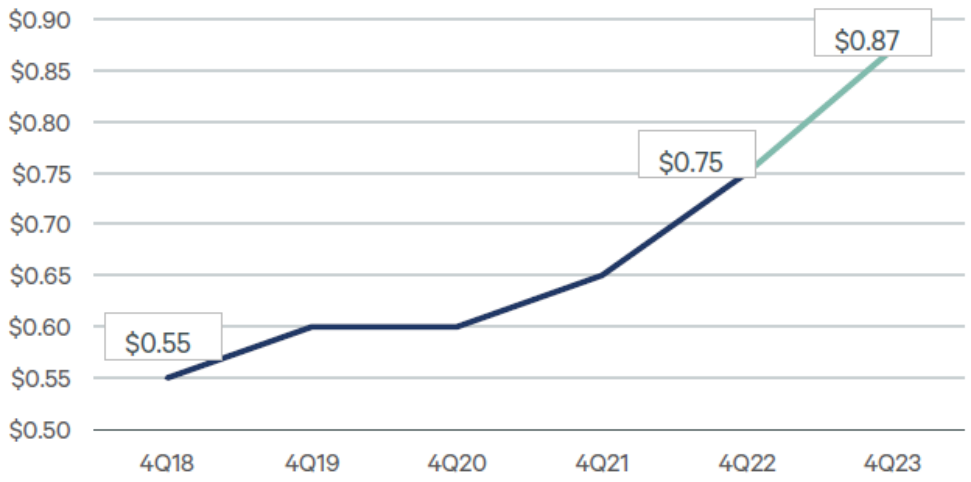


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## Industrial Rental Rates and Investment Trends

In Portland, the average asking rental rate range for new leases in Class A industrial buildings has seen a modest year-over-year increase. Metro-wide asking rates in the fourth quarter of 2023 are between $0.80-0.95/sq. ft. NNN for spaces 50,000 sq. ft. and larger. Class A vacancies outside of the close-in neighborhoods continue to strike the highest rates for new leases. For smaller industrial deals in the 10,000-20,000 sq. ft. range, a $0.90+ shell rate is common even in second generation space. Additionally, building operating expenses are becoming more heavily scrutinized as tenants evaluate the opportunity costs between submarkets.

FIGURE 4: Historical Average Class A Warehouse Asking NNN Rental Rates (For Spaces 50k+ Sq. Ft.)




Source: CBRE Research Q4 2023

Despite prevailing market headwinds, the Portland industrial capital markets sector demonstrated resilience in the fourth quarter, outperforming the preceding quarters. The aggregate transactional volume during the fourth quarter was approximately $190M, reflecting a commendable 19% increase from the same period recorded a year ago. The largest transaction in the fourth quarter was the $67M sale of 217 Distribution Center to BKM Capital Partners in Beaverton. Kansas City Life sold the five-building, fully leased portfolio totaling 449,245 sq. ft. to the institutional fund manager for $149 per-sq. ft. In a slight divergence from prior years, major industry players now appear to be prioritizing stable occupancy and cash flow, diverging from their previous inclination towards pursuing lease-up opportunities during periods of escalating rents. Another example of a high-occupancy purchase is the Beaverton Industrial Center, which transacted for $20.6M ($170 per-sq. ft.) in Q3 2023, with STAG Industrial, Inc. as the acquiring entity of the 121,000 sq. ft. asset.



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TABLE 2: Q4 2023 Key Sales Transactions

| Property | Size (SF) | Submarket | Buyer / Seller | Sale Price | Price/Sq. Ft. |
|---|---|---|---|---|---|
| 217 Distribution Center | 449,245 | Southwest | BKM / Kansas City Life | $67M | $148.56 |
| 3302-3324 NW Marine Dr. | 67,112 | Northeast | PDX Trans, LLC / JLPS, LLC | $12.5M | $186.51 |
| 120 SE Market St. | 30,856 | Southeast | Lance E. Killian / Yoshio Kurosaki | $7.3M | $235.87 |
| 19250 NE Portal Way | 34,050 | Northeast | Leslie Keyak / Thomas King | $7.5M | $220.26 |
| Harborgate Industrial | 70,970 | Northwest | The SMARTCAP Group / NBP Capital | $10.9M | $154.54 |

Source: CBRE Research Q4 2023

FIGURE 5: Class A Asking Shell NNN Rental Rate Range (For Spaces 50k+ Sq. Ft.)




Source: CBRE Research Q4 2023

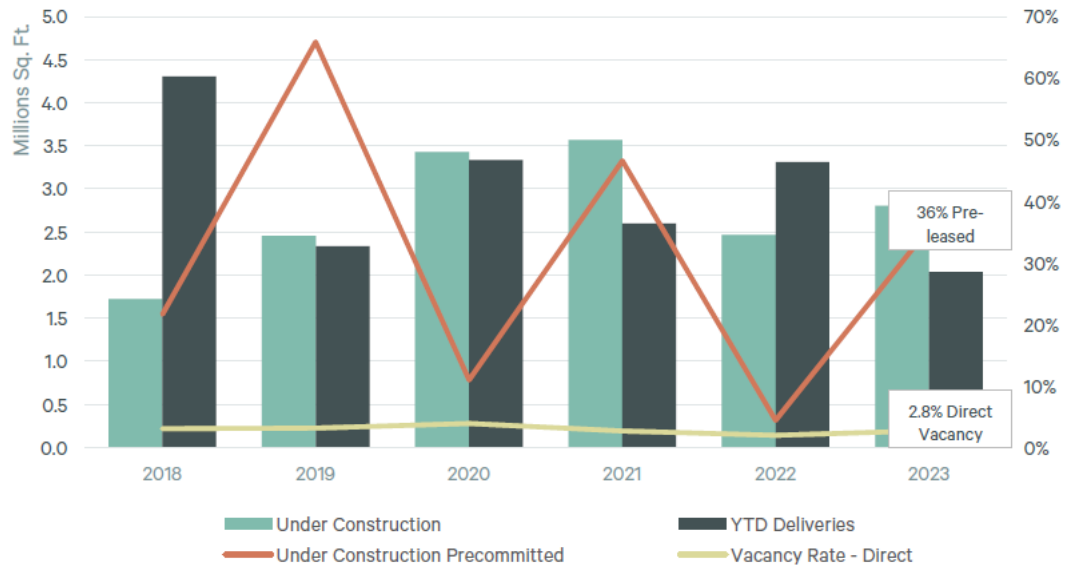
## Development Activity

The fourth quarter of 2023 closed with 2.8M sq. ft. of active construction within Portland's industrial development pipeline. Upon completion, this new inventory will expand the existing stock by approximately 1%. Noteworthy is the fact that, at present, approximately 35% of the space undergoing construction in Portland is already leased. Unlike the prevailing trend in many U.S. markets, Portland is experiencing comparatively diminished pressure from incoming speculative projects that have the potential to elevate availability rates. The fourth quarter bore witness to one significant construction completion: Prologis Meadows West, a 293,480-sq. ft. Class A build-to-suit for North Coast Electric in Northwest Portland. Despite robust interest in speculative development stemming from tight vacancies, the constrained availability of developable industrial land in Portland imposes limitations on the scale at which projects can be brought to fruition.



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FIGURE 6: Annual Development Activity




Source: CBRE Research Q4 2023

Notwithstanding these dynamics, some developers are strategically asserting their influence on the region, particularly targeting Northeast Portland and Clark County, WA, where leasing activity has been most pronounced. At the close of 2023, 52% of the pipeline's active construction is in Clark County. Clark County also led the way in deliveries in 2023, with nearly 1M sq. ft. in completions, represented by Burnt Creek Industrial and PacTrust Corporate Park. In Kelso, Washington, positioned approximately 50 miles north of Portland, Trammell Crow Company is spearheading the development of the Mid I-5 Industrial Park, encompassing 1.2M sq. ft. This endeavor, situated on an expansive 82-acre parcel, currently stands as the largest speculative development in the Pacific Northwest. Concurrently, the industrial development landscape remains dynamic, as evidenced by Cascade Civil Development's recent acquisition of a 150-acre industrial land site in Longview, Washington, offering the potential for nearly 2M sq. ft. of industrial structures.

TABLE 3: Notable Projects Under Construction

Source: CBRE Research Q4 2023

| Submarket | Property Name | Address | Developer | SPEC/BTS | Size (SF) | Est. Completion |
|---|---|---|---|---|---|---|
| Cowlitz County | Mid I-5 Industrial Park* | 2700 Talley Way | Trammell Crow | SPEC | 1,185,600 | Q4 2024 |
| Clark County | Bridge Point Vancouver | NE 162nd Ave & 58th St | Bridge Industrial | SPEC | 646,274 | Q4 2024 |
| Northeast | Grainger Industrial Supply | NE Glisan St | Specht | BTS | 530,000 | Q1 2025 |
| Southwest | Sherwood Commerce Center (Three Buildings) | 21600 SW Oregon St | Schnitzer Properties | SPEC | 435,107 | Q2 2024 |
| Clark County | Vancouver Logistics Phase II (Two Buildings) | 7600-7898 NE 88th St | Panattoni | SPEC | 338,840 | Q2 2024 |
| Clark County | Hidden Glen Industrial Center | 6920-7000 NE St Johns Rd | Panattoni | SPEC | 288,360 | Q2 2024 |
| Northeast | Portland Portal Phase III (Two Buildings) | NE Sandy Blvd & NE Airport Way | Panattoni | SPEC | 216,696 | Q1 2024 |

Source: CBRE Research Q4 2023. *Outside of Portland MSA and not included in statistics.

CBRE RESEARCH

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## CBRE ECONOMETRIC ADVISORS Q3 2023 INDUSTRIAL OUTLOOK

The inventory of the Portland area stands at 218.17 million square feet, 34th largest of the industrial markets CBRE EA tracks. Total employment stands at 1.27 million workers. The



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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 |
|---|---|---|
| Population (mil.) | 2.53 | 31 |
| Total Employment (mil.) | 1.27 | 31 |
| Total Inventory (msf) | 218.2 | 34 |
| Manufacturing | 26.8 | 44 |
| Warehouse | 147.5 | 31 |
| R&D | 17.4 | 30 |
| Availability Rate (%) | 4.6 | 14 |
| EA Asking Rent ($/sf) | 10.26 | 31 |

| 1-Quarter Change | Metro | All Mkts |
|---|---|---|
| Total Employment Growth | ↓ | ↓ |
| Manufacturing Emp. | ↑ | ↔ |
| Distribution Emp. | ↑ | ↓ |
| Completion Rate | ↓ | ↑ |
| Under Construction | ↔ | ↔ |
| Absorption Rate | ↑ | ↓ |
| Availability Rate | ↓ | ↑ |
| EA Asking Rent Growth | ↓ | ↓ |

## INDUSTRIAL MARKET FORECAST

The short-term forecast calls for an overall decline in manufacturing and distribution workers through year-end 2024. Total net absorption is forecasted to be a positive 8.2 million square feet, out-pacing supply during the same period. By year-end 2024, the availability rate is expected to be 3.1% while rents are forecasted to grow - reaching $11.06 compared to current market rents of $10.26.

**Portland Forecast Summary: Q3 2023**

| | Demand | | | | Supply | | Performance | | |
|---|---|---|---|---|---|---|---|---|---|
| | New Jobs | | Net Absorp | Absorp | Deliveries | Compl | Avail | EA Asking | Rent |
| | Mfg | Distribution | (sf x 1000) | Rate (%) | (sf x 1000) | Rate (%) | Rate (%) | Rent($/sf) | Infl (%) |
| 2022 | 4,400 | 1,600 | 3,452 | 1.7 | 2,780 | 1.3 | 3.2 | 9.44 | 24.1 |
| 2023F | -1,500 | -100 | 984 | 0.5 | 2,753 | 1.3 | 4.0 | 10.58 | 12.1 |
| Q1 | -400 | 700 | -434 | -0.2 | 293 | 0.1 | 3.6 | 9.75 | 3.3 |
| Q2 | -900 | -700 | -876 | -0.4 | 1,434 | 0.7 | 4.6 | 10.04 | 3.0 |
| Q3 | 100 | 0 | 116 | 0.1 | 0 | 0.0 | 4.6 | 10.26 | 2.2 |
| Q4F | -300 | -100 | 2,178 | 1.1 | 1,026 | 0.5 | 4.0 | 10.58 | 3.1 |
| 2024F | -500 | -800 | 6,025 | 2.9 | 4,266 | 2.0 | 3.1 | 11.06 | 4.5 |
| Historical Performance (1990 - Present) | | | | | | | | | |
| Min | -15,800 | -7,900 | -4,235 | -2.5 | 144 | 0.1 | 3.2 | 3.68 | -8.1 |
| Max | 6,700 | 5,900 | 8,291 | 6.5 | 9,530 | 6.6 | 12.3 | 10.26 | 34.9 |
| Mean | 100 | 1,000 | 2,673 | 1.7 | 2,782 | 1.7 | 6.8 | 5.59 | 3.2 |

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. CBRE EA expects net absorption to be higher than long-term averages during the forecast, though still below historical peaks.



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## 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 & Growth Rates: Portland vs. Nation**

| 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

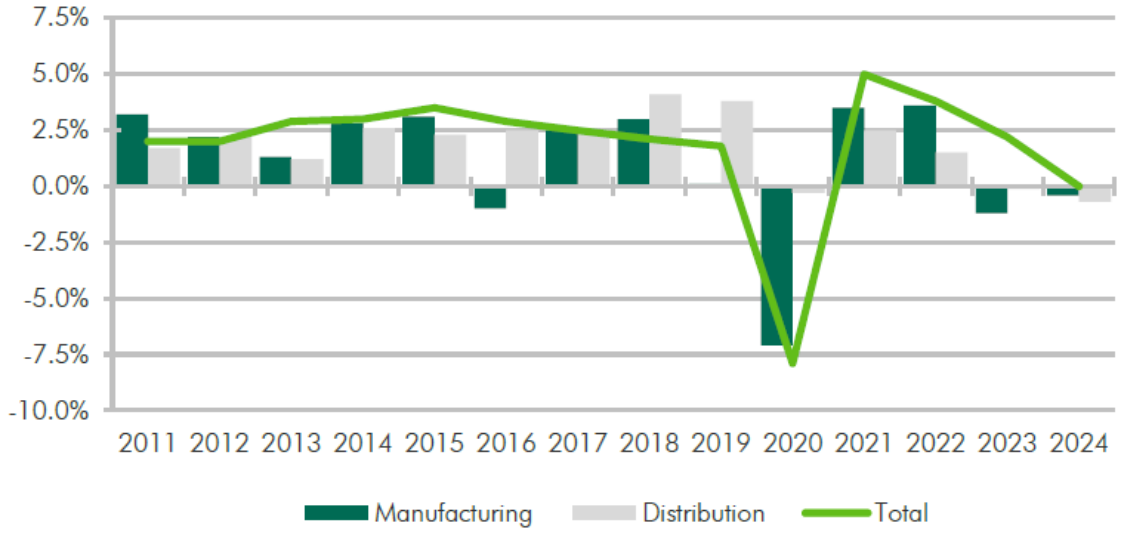
## INDUSTRIAL EMPLOYMENT

Distribution and manufacturing employment are the primary determinants of demand. We define "distribution employment" as all of the wholesale trade sector plus transportation (trucking and warehousing). The latest estimates of distribution and manufacturing employment for Portland are 108,700 workers and 127,000 workers, respectively. Over the last five years Portland's distribution employment has grown by 2.0% while manufacturing employment has declined by 0.1%. Over the last 12 months distribution employment has declined by 0.9% and manufacturing employment has declined by 0.6%.



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Mfg and Distribution Employment Growth vs. Total Employment Growth




## PORTLAND INDUSTRIAL MARKET CHARACTERISTICS

The properties that comprise the industrial market in Portland are those industrial properties 10,000 square feet or larger. The table below gives a summary of the existing, competitive industrial space in the Portland industrial market.

Portland Industrial Market Statistics by Building Type

| Building Type | Inventory | | Availability Rate | | Net Absorption | | Asking Rents | |
|---|---|---|---|---|---|---|---|---|
| | Bldgs | Total Inventory (SF x 1000) | Curr Qtr (%) | YTD Chg (BPS) | Curr Qtr (SF x 1000) | YTD (SF x 1000) | Curr Qtr ($/SF) | Net or Gross |
| Manufacturing | 336 | 26,821 | 4.0 | 190 | -74 | -516 | 12.57 | Net |
| Warehouse | 2,457 | 147,478 | 4.9 | 150 | 418 | -499 | 11.31 | Net |
| R & D | 402 | 17,402 | 7.6 | 20 | -176 | -34 | 14.46 | Net |
| Total | 3,668 | 218,174 | 4.5 | 130 | 116 | -1,194 | 12.10 | Net |

## PORTLAND ANNUAL HISTORY & FORECAST

Presented below is our six-year forecast for the Portland industrial market. Historical measures are provided back to 2011. Market data through the 3rd quarter of 2023 are included in the year-end 2023 estimates.


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**Portland Annual History & Forecast: 2011 - 2028**

| Year | Mfg Emp (x 1000) | Distrib Emp (x 1000) | Total Inventory (SF x 1000) | Completions (SF x 1000) | Availability Rate (%) | Net Absorption (SF x 1000) | EA Asking Rent ($/SF) | Rent Growth (%) |
|---|---|---|---|---|---|---|---|---|
| **History** | | | | | | | | |
| 2011 | 112.1 | 85.0 | 188,643 | 554 | 10.7 | 2,201 | 5.69 | -0.2 |
| 2012 | 114.6 | 86.9 | 189,461 | 818 | 10.1 | 1,803 | 5.68 | -0.2 |
| 2013 | 116.1 | 87.9 | 190,035 | 574 | 8.6 | 3,355 | 5.73 | 0.9 |
| 2014 | 119.4 | 90.2 | 191,164 | 1,129 | 7.4 | 3,397 | 5.99 | 4.5 |
| 2015 | 123.1 | 92.3 | 195,664 | 4,500 | 6.3 | 6,186 | 6.18 | 3.2 |
| 2016 | 121.9 | 94.6 | 198,395 | 2,731 | 4.9 | 5,412 | 6.56 | 6.1 |
| 2017 | 124.9 | 97.0 | 201,063 | 2,668 | 5.0 | 2,358 | 6.89 | 5.0 |
| 2018 | 128.6 | 101.0 | 205,462 | 4,399 | 5.1 | 3,999 | 7.03 | 2.0 |
| 2019 | 128.7 | 104.8 | 208,092 | 2,630 | 5.0 | 2,574 | 6.88 | -2.1 |
| 2020 | 119.6 | 104.5 | 211,090 | 2,998 | 6.3 | 68 | 6.92 | 0.6 |
| 2021 | 123.8 | 107.1 | 213,667 | 2,577 | 3.6 | 8,291 | 7.61 | 10.0 |
| 2022 | 128.2 | 108.7 | 216,447 | 2,780 | 3.2 | 3,452 | 9.44 | 24.0 |
| **Forecast** | | | | | | | | |
| 2023 | 126.7 | 108.6 | 219,200 | 2,753 | 4.0 | 984 | 10.58 | 12.1 |
| 2024 | 126.2 | 107.8 | 223,466 | 4,266 | 3.1 | 6,025 | 11.06 | 4.5 |
| 2025 | 127.5 | 107.9 | 227,991 | 4,522 | 4.3 | 1,665 | 11.57 | 4.6 |
| 2026 | 129.2 | 108.2 | 232,962 | 4,968 | 5.0 | 3,173 | 12.06 | 4.2 |
| 2027 | 130.7 | 108.7 | 238,675 | 5,711 | 5.4 | 4,483 | 12.54 | 4.0 |
| 2028 | 131.8 | 109.0 | 245,131 | 6,455 | 5.7 | 5,410 | 13.01 | 3.7 |

Industrial employment is projected to grow by 3,900 jobs during the 2023-2028 period. During the same time period, new supply is expected to average 4.78 million square feet, while net absorption is expected to average 3.62 million square feet, lagging new supply. Availability rates are expected to increase to 5.7%, while rents are forecasted to rise to $13.01.

## PORTLAND METRO SUBMARKET SUMMARY – Q4 2023

Market statistics for the Portland Metropolitan Area are shown in the following table:



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| Submarket | Market Rentable Area (SF) | Vacancy Rate (%) | Availability Rate (%) | Available Sublease (SF) | Q4 2023 Net Absorption (SF) | YTD Net Absorption (SF) | Under Construction (SF) | YTD Deliveries (SF) |
|---|---|---|---|---|---|---|---|---|
| Base Figures | | | | | | | | |
| Northeast | 50,195,517 | 4.5 | 7.1 | 860,765 | 92,130 | (359,552) | 742,760 | 489,700 |
| Northwest | 39,789,837 | 4.3 | 6.3 | 491,125 | (36,590) | (380,815) | - | 293,480 |
| Southeast | 31,333,727 | 1.8 | 2.3 | 25,481 | (3,841) | 282,757 | - | - |
| Southwest | 39,028,669 | 2.6 | 2.8 | 241,020 | 7,616 | (203,969) | 445,007 | 279,858 |
| Sunset Corridor | 32,493,262 | 1.6 | 2.0 | 66,982 | (60,856) | (31,719) | 155,500 | - |
| Clark County | 27,415,886 | 3.9 | 4.5 | 288,416 | 190,034 | (267,278) | 1,460,580 | 975,994 |
| **Total** | **220,256,898** | **3.3** | **4.4** | **1,973,789** | **188,493** | **(960,576)** | **2,803,847** | **2,039,032** |
| Business Park Figures | | | | | | | | |
| Northeast | 22,999,989 | 6.8 | 11.1 | 821,084 | (82,012) | (413,283) | 212,760 | 489,700 |
| Northwest | 11,041,266 | 8.1 | 10.4 | 186,438 | (31,770) | (51,929) | - | 293,480 |
| Southeast | 7,577,587 | 1.8 | 3.5 | - | (24,662) | (112,652) | - | - |
| Southwest | 17,855,320 | 3.2 | 3.9 | 138,026 | 14,799 | (499) | 445,007 | 131,579 |
| Sunset Corridor | 9,616,655 | 4.4 | 5.7 | 47,582 | (54,520) | (19,372) | - | - |
| Clark County | 12,338,433 | 6.3 | 5.9 | 191,351 | 171,399 | (188,171) | 1,172,220 | 975,994 |
| **Total** | **81,429,250** | **5.4** | **7.3** | **1,384,481** | **(6,766)** | **(785,906)** | **1,829,987** | **1,890,753** |

Source: CBRE Research Q4 2023

The subject is located in Columbia County, which is tracked outside the Portland metro market as defined by the 4Q2024 CBRE Maret Overview report. However, Columbia County is considered strongly influenced by the Portland Market. As shown above, the market currently averages a vacancy rate of 3.3%. The majority of all industrial product currently reported as under construction is located within the Clark County submarket, followed by the Northeast submarket.

## COLUMBIA COUNTY INDUSTRIAL SUBMARKET OVERVIEW

This section provides a study of the supply/demand conditions of the Columbia County Industrial Submarket using information provided by CoStar, widely recognized as a credible source for tracking market statistics.

Important characteristics of the Columbia County warehouse market are summarized below:



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| COLUMBIA COUNTY WAREHOUSE SUBMARKET | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Year Ending | Inventory (SF) | Completions (SF) | Occupied Stock (SF) | Occupancy | Asking Rent ($/SF NNN) | Asking Rent Change | Net Absorption (SF) | Transaction Price Per Area (SF) |
| 2014 | 2,253,917 | 0 | 2,156,217 | 95.7% | $5.77 | 5.51% | 52,386 | - |
| 2015 | 2,253,917 | 0 | 2,164,801 | 96.0% | $6.10 | 5.74% | 8,584 | - |
| 2016 | 2,540,210 | 286,293 | 2,493,266 | 98.2% | $6.41 | 5.07% | 328,465 | - |
| 2017 | 2,540,210 | 0 | 2,524,416 | 99.4% | $6.76 | 5.41% | 31,150 | $120.03 |
| 2018 | 2,540,210 | 0 | 2,532,210 | 99.7% | $7.17 | 6.00% | 7,794 | - |
| 2019 | 2,540,210 | 0 | 2,540,210 | 100.0% | $7.63 | 6.46% | 8,000 | $22.53 |
| 2020 | 2,548,530 | 8,320 | 2,457,887 | 96.4% | $8.14 | 6.75% | -82,323 | $93.13 |
| 2021 | 2,580,030 | 31,500 | 2,056,757 | 79.7% | $8.81 | 8.22% | -401,130 | $124.21 |
| Q1 2022 | 2,580,030 | 0 | 2,074,588 | 80.4% | $9.01 | 2.22% | 17,831 | $5.31 |
| Q2 2022 | 2,580,030 | 0 | 2,099,110 | 81.4% | $9.21 | 2.23% | 24,522 | - |
| Q3 2022 | 2,580,030 | 0 | 2,114,460 | 82.0% | $9.34 | 1.36% | 15,350 | - |
| Q4 2022 | 2,580,030 | 0 | 2,097,341 | 81.3% | $9.46 | 1.34% | -17,119 | $71.98 |
| 2022 | 2,580,030 | 0 | 2,097,341 | 81.3% | $9.46 | 7.35% | 40,584 | $71.98 |
| Q1 2023 | 2,580,030 | 0 | 2,096,724 | 81.3% | $9.59 | 1.40% | -617 | - |
| Q2 2023 | 2,612,235 | 32,205 | 2,135,513 | 81.8% | $9.67 | 0.75% | 38,789 | $93.02 |
| Q3 2023 | 2,612,235 | 0 | 2,135,513 | 81.8% | $9.68 | 0.18% | 0 | - |
| Q4 2023 | 2,612,235 | 0 | 2,121,354 | 81.2% | $9.79 | 1.14% | -14,159 | - |
| 2023 | 2,612,235 | 32,205 | 2,121,354 | 81.2% | $9.79 | 3.51% | 24,013 | - |
| 2024* | 2,609,091 | -3,144 | 2,111,902 | 80.9% | $9.70 | -0.94% | -9,346 | - |
| 2025* | 2,609,156 | 65 | 2,148,422 | 82.3% | $10.19 | 4.97% | 36,660 | - |
| 2026* | 2,612,856 | 3,700 | 2,191,612 | 83.9% | $10.57 | 3.80% | 43,327 | - |
| 2027* | 2,617,467 | 4,611 | 2,203,614 | 84.2% | $10.86 | 2.73% | 12,118 | - |
| 2028* | 2,622,092 | 4,625 | 2,206,980 | 84.2% | $11.14 | 2.53% | 3,484 | - |

*Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

The Columbia County warehouse submarket consists of approximately 2,612,235 square feet of warehouse space. The current submarket inventory represents approximately 1.0% of the overall market inventory. Within this submarket, specialized space is by far the largest subtype with 1.8 million SF in this category, followed by 690,000 SF of logistics space and 98,000 SF of flex space.



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## Historical Occupancy - Submarket

**OCCUPANCY: COLUMBIA COUNTY WAREHOUSE MARKET**



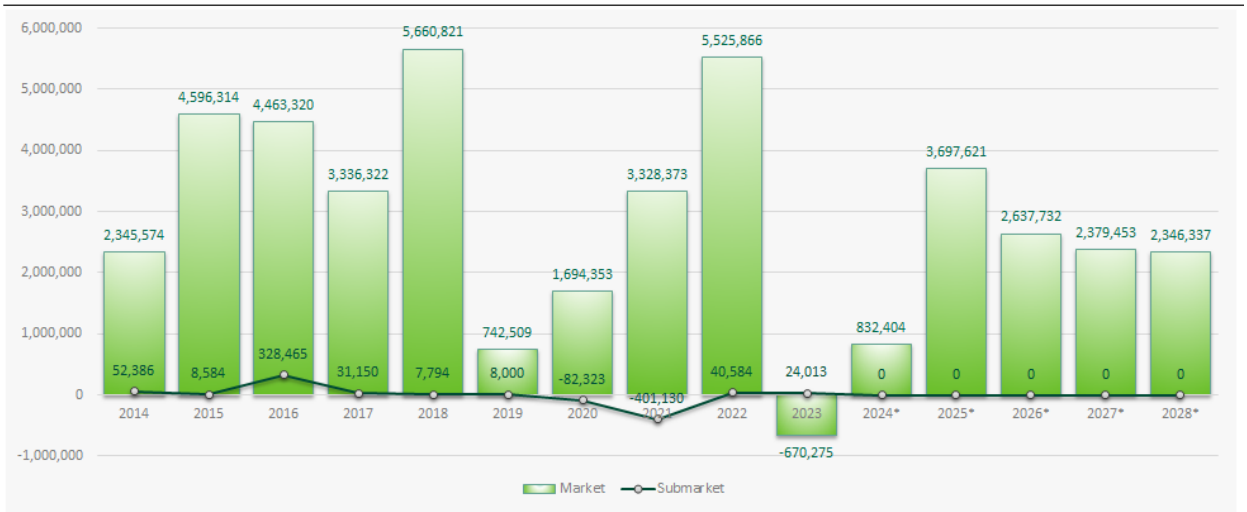

* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

Submarket occupancy is projected to be 81.2% at the end of the current year, which represents a small decrease from the previous year's submarket occupancy of 81.3%. Submarket occupancy for next year is projected to be 80.9%, reflecting a decrease from the current year.

## Historical Net Absorption - Submarket

**NET ABSORPTION: COLUMBIA COUNTY WAREHOUSE MARKET**




* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

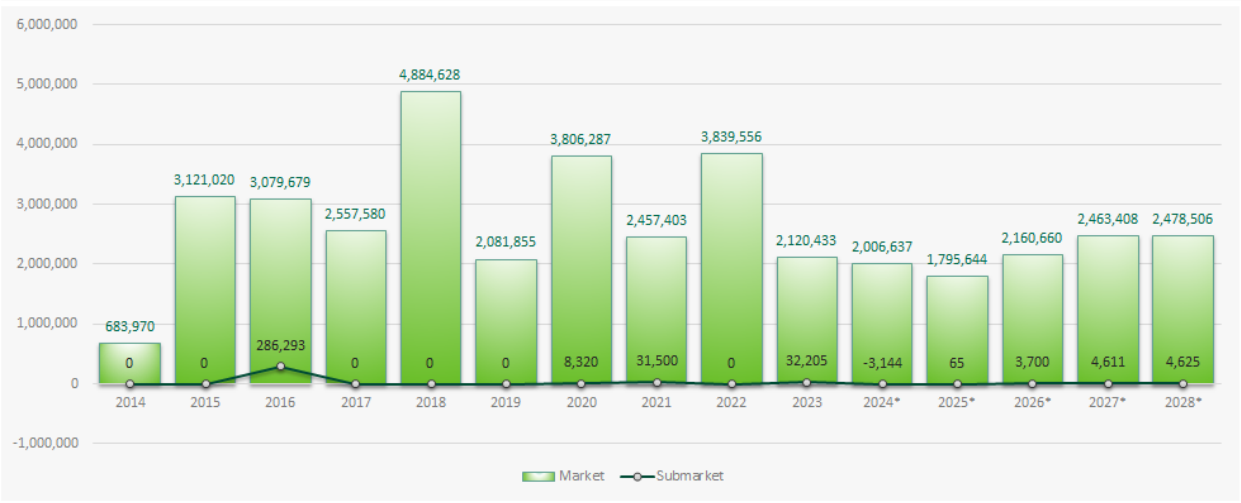
Net absorption in the submarket is projected to be positive 24,013 square feet at the end of the current year, reflecting a decline from the previous year's net absorption of positive 40,584 square feet. Net absorption for next year is projected to be negative 9,346 square feet, indicating a decline from the current year.



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## Historical Completions - Submarket

**COMPLETIONS: COLUMBIA COUNTY WAREHOUSE MARKET**



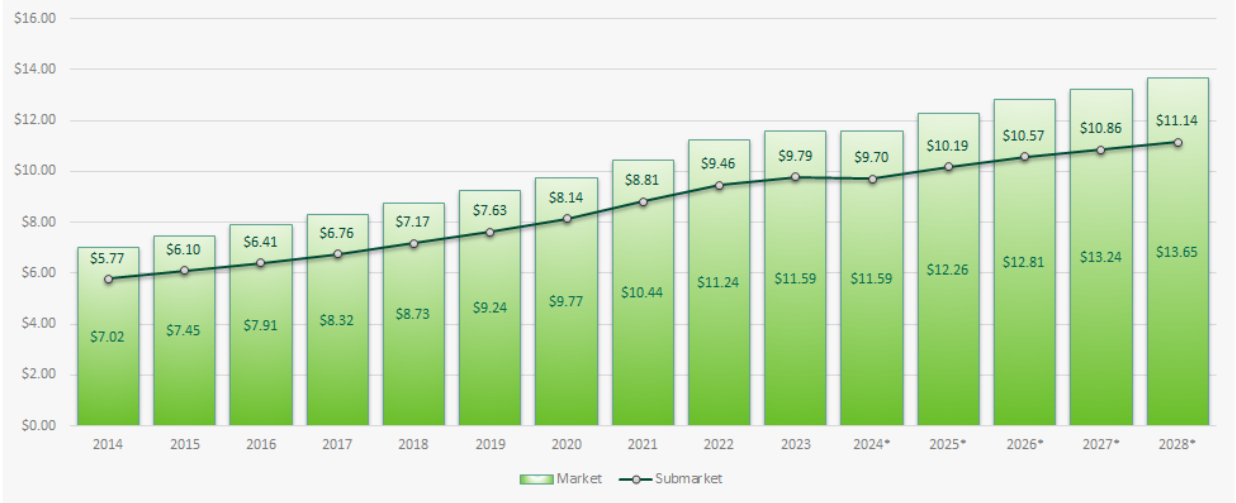

* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

The submarket is projected to achieve completions of positive 32,205 square feet at the end of the current year, which indicates an improvement from the previous year's zero completions. The submarket is projecting completions of negative 3,144 square feet for next year, which indicates a decline from the current year.

## Historical Asking Rent - Submarket

**ASKING RENT: COLUMBIA COUNTY WAREHOUSE MARKET**




* Future Projected Data according to CoStar

Source: CoStar, 4th Quarter 2023

The submarket is projected to achieve average asking of $9.79 per square foot at the end of the current year, which represents an increase from the previous year's asking rent of $9.46 per



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square foot. The submarket is projected to achieve average asking rent of $9.70 per square foot, reflecting a decrease from the current year.

Rents are around $9.80/SF, which is a 2.4% increase from where they were a year ago. In the past three years, rents have increased a cumulative 18.5%. This is also an affordable submarket, relative to Portland as a whole, where average rents are $11.60/SF.

### Conclusion

A recent softening in tenant demand is curtailing previously strong tailwinds in Portland's industrial market. That being said, vacancy in the Columbia County industrial submarket is 18.0% and has decreased 0.7% over the past 12 months. Meanwhile, the rate of increase in the broader Portland market was 1.4%. During this period, 45,000 SF has been absorbed, and 32,000 SF has delivered. Total availability, which includes sublease space, is 30.0% of all inventory. Overall, Columbia County competes towards the lower end of the Portland industrial market based on its distance from Interstate 5 and major population/employment centers.

## 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 property is a larger industrial land property within a secondary market with inferior developer appeal considering its distance from Interstate 5. The subject is also negatively influenced by its raw land site conditions, noting that some site development is likely for development, such as excavation work, potential mitigation of wetlands, upsizing utilities (depending on user requirements), paving, etc. The subject is considered positively influenced by its generally level topography, access to public utilities and reasonably average to good access. On balance, considering its large site size, secondary market location and raw land site conditions, the subject site is considered to compete towards the lower end of the market in terms of industrial land. The most likely buyer of the subject is an owner-user/developer.



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# 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

Permitted uses of the subject's HI (Heavy Industrial) and LI (Light Industrial) zone includes a variety of industrial uses. Please refer to the Zoning Analysis section for additional information. Regarding physical characteristics, the subject's site area has an irregular shape, is generally level and includes access to public utilities. The majority of the subject is in raw overall condition and will likely require site development potentially to include grading, wetland mitigation and upsizing utilities (as demand warrants). Regarding development within the immediate area, it is noted that there is a single-family residential neighborhood directly north of the subject; however, it is also noted that the subject is within the St. Helens Industrial Park, and is also within the immediate vicinity of the Port of Columbia. As such, there is a large amount of industrial development present within the immediate area east of Old Portland Road. 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 as-vacant is most likely an industrial use.



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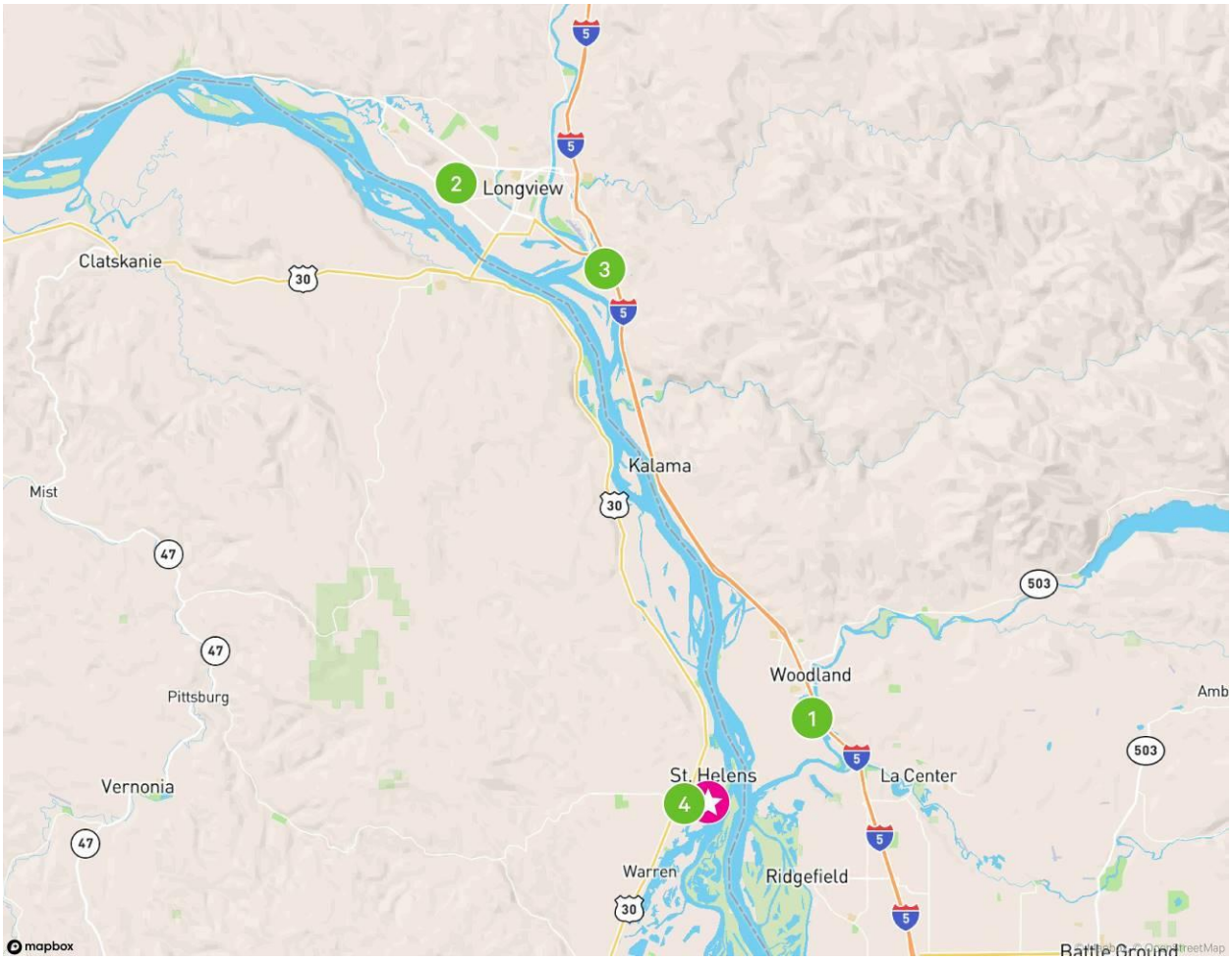
# Land Value

Within this section the subject's land value is developed by the sales comparison approach. Following this, we will present a rate of return analysis and develop an opinion of the subject's market rent.

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 large industrial land sites that are similar to the subject property in terms of location and physical characteristics. 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.






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**SUMMARY OF COMPARABLE LAND SALES**

| No. | Property Location | Transaction Type | Transaction Date | Interest Transferred | Zoning | Actual Sale Price | Adjusted Sale Price [1] | Size (Acres) | Size (SF) | Price Per SF |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Woodland Site<br>500 S Pekin Road<br>Woodland, WA 98674 | Sale | Jan-24 | Fee Simple/Freehold | UZ - Unzoned | $2,500,000 | $2,500,000 | 21.10 | 919,116 | $2.72 |
| 2 | Cascade Civil Development Inc.<br>East of Weber Ave S at Hoehne Ave<br>Longview, WA 98632 | Sale | Aug-23 | Fee Simple/Freehold | Heavy Industrial (HI) | $4,700,000 | $4,700,000 | 149.00 | 6,490,440 | $0.72 |
| 3 | Mid I-5 Industrial Park<br>SWC of Interstate 5 and SR 432<br>Kelso, WA 98626 | Sale | Jul-23 | Fee Simple/Freehold | Light Industrial (LI) | $14,416,480 | $14,416,480 | 88.00 | 3,833,280 | $3.76 |
| 4 | Calaway Excess Land<br>777 Port Avenue<br>St Helens, OR 97051 | Sale | Jun-19 | Fee Simple/Freehold | LI - Light Industrial | $700,000 | $700,000 | 7.01 | 305,356 | $2.29 |
| Subject | 1300, 1400, 36800 Kaster Road<br>Saint Helens, OR 97051 | --- | --- | | Heavy Industrial (HI), Light Industrial (LI) | --- | --- | 54.06 | 2,354,854 | --- |

[1] Adjusted sale price for cash equivalency and/or development costs (where applicable)
Compiled by CBRE

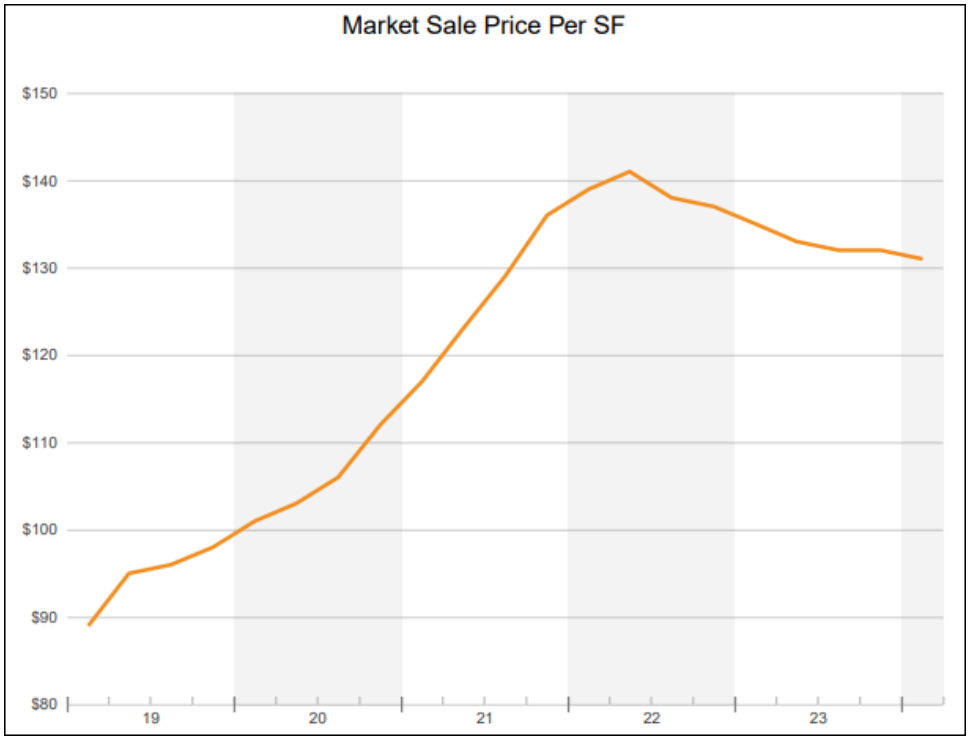
## COMPARABLE ADJUSTMENTS

### 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 comparables are located in either Columbia County in Oregon, or Cowlitz County in Washington, and include four sales occurring between mid-2019 to early-2024. The market has exhibited increasing land values from the time of the oldest comparable sale up through the effective valuation date; therefore, a market conditions adjustment is warranted. The following table summarizes value trends for improved industrial properties for both counties according to CoStar. Land values are projected to follow similar value trends as improved properties.


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The market conditions adjustment is based on the percentage change in value of the above $/SF value at the time of sale compared to the effective date of this report, and is summarized below:

| MARKET CONDITIONS ADJUSTMENT | | | | |
|---|---|---|---|---|
| Comparable | 1 | 2 | 3 | 4 |
| Sale Date | Jan-24 | Aug-23 | Jul-23 | Jun-19 |
| Market $/SF at time of sale | $133.00 | $132.00 | $132.00 | $89.00 |
| Market $/SF as of effective date | $133.00 | $133.00 | $133.00 | $133.00 |
| Implied Mkt. Conditions Adj. | 0.0% | 0.8% | 0.8% | 49.4% |
| Source: CoStar | | | | |

## 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.


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## DISCUSSION/ANALYSIS OF LAND SALES

### Land Sale One ($2.72/SF – unadjusted)

This comparable is the January 2024 sale of a site located in Woodland, but is un-zoned. The sale has not yet recorded on county records at the time of confirmation; however, the owner/buyer indicated that the sale closed in early January 2023. The site sold for $2,500,000 in an off-market transaction. The property does not have public water or sewer, and will require storm-water retention pond, septic tank drain field and well for development. The buyer intends to develop the site with a trucking facility.

Based on inferior development utility (not including access to public utilities), but partial offsetting due to a smaller site size (places upward pressure on the $/SF sale price due to economies of scale) and a superior location (superior access to I-5), Comparable 2 is concluded a low indicator of the subject and a net upward adjustment is warranted.

### Land Sale Two ($0.72/SF – unadjusted)

This is the August 2023 sale of a roughly 149-acre industrial site located in Longview. The site was purchased from Weyerhaeuser and the buyer is Cascade Civil Development Inc. (Kerr Contractors) out of Woodburn, Oregon. The comparable comprises Phase 2 of the Mint Farm Industrial Park (310 total acres) which is otherwise developed for industrial uses. The site size is according to a geological survey of the property recorded with the Department of Ecology and is assumed correct. This is slightly lower compared to the recorded site size of 152.9 acres according to the County Assessor. The property is bounded between Memorial Park Dr to the north, Crocker Ave to the south, Weber Ave to the west, and wetlands/marsh to the east. Current ground cover predominately includes grass and brush and some medium to large diameter trees. Marshy areas exist through the site as well. The existing topography is generally flat with surface elevations ranging from about 4 to 10 feet. The elevation of Weber Ave, which is to the west of the property, ranges from 8 to 13 feet. Based on information from the Department of Ecology, there is roughly 15.01 acres of wetlands. Furthermore, the developer has received approval to clear and grub existing site for receipt of fill material to raise site to the elevation of Weber Avenue. Improvements will include temporary sediment and erosion control during construction, installation of sediment ponds, and stabilizing of final fill material after placement. This will encompass filling the site in up to three phases, after which the site will be stabilized. Approximately 600,000 cubic yards over 135-140 acres is estimated. Imported fill material is anticipated to be dredge sand material from the Cowlitz River in Kelso or from an approved rock source west of the property (Mt. Solo Quarry). The developer is proposing to build four 475,000 SF industrial warehouses or distribution buildings (total of 1.9 million square feet) with parking lots and several detention ponds around the site boundary. It is also noted that the site has rail access along the eastern boundary of the site. CBRE attempted to confirm the sale with both the listing broker and buyer (Tim Kerr, Vice President, Kerr Contractors), but were unsuccessful. The information was confirmed by Cowlitz County Assessor and various surveys/reports published to



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the Department of Ecology website. CBRE also interviewed two local excavation contractors including Scott Jeffries with Jeffries Construction and Cornell Rotschy with Rotschy (top excavation company in Clark County). Based on these interviews, the wetland mitigation cost is concluded at $225,000/acre and the fill cost is concluded at $15/cubic yard. This implies an upward adjustment of $12,377,250 ($225,000/AC X 15.01 wetland acres + $15/cubic yard X 600,000 cubic yards). This indicates an analysis price of $17,077,250 ($2.63/SF of site area), or 263.3% above the purchase price of $4.7 million. Note, this adjustment reflects a shovel ready site. An adjustment below this is warranted to reflect current conditions similar to the subject.

Based on a larger site size and inferior development utility (wetland mitigation and required fill), but partially offset by superior access (adjacent roads and rail) and superior location (proximity to I-5), Comparable 2 is concluded a low indicator and a net upward adjustment is warranted.

### Land Sale Three ($3.76/SF – unadjusted)

This is the July 2023 sale of a 116 acre (88 acre net) industrial land site located at the southwest corner of the Interstate 5 and SR 432 interchange (at exit 36) within Kelso, Washington. The site is level, at street grade and includes an irregular shape, with the southern portion of the property generally considered non-developable (based on a narrow shape and wetlands), but otherwise including a sufficient shape for development. The property is clearly visible from the adjacent freeway with roughly 2,000 linear feet of frontage along the interstate. It also has access to rail based on a Burlington Northern Santa Fe rail line traversing the site's western boundary. The comparable site is graded with an internal drive including utilities for build-out of various smaller lots. It is noted that the site was zoned for a commercial use and was marketed as a commercial subdivision for several years. At one point, Costco contemplated the site for one of their wholesale stores. The property was recently rezoned from General Commercial to Light Industrial in 2022, and then sold for speculative warehouse/distribution development of a 1.2 million square foot facility called Mid I-5 Industrial Park. Construction is expected to be completed in late-2024. The comparable was confirmed by the County Assessor and Costar. CBRE attempted to confirm the sale with the listing broker, but was unsuccessful.

Based on superior access and location (based on proximity and access to the adjacent interstate and rail), and superior development utility (reflecting shovel ready land), but partial offsetting due to a larger site size, Comparable 3 is concluded a high indicator of the subject and a net downward adjustment is warranted.

### Land Sale Four ($2.29/SF – unadjusted)

This is the June 2019 sale of 7.01-acres of excess land that is part of a larger transaction. The total purchase price is $3,500,000, which includes a 129,805 SF industrial facility located on a 16.43-acre economic site and 7.01-acres of excess land. According to the broker, approximately $700,000 was allocated to the excess land, which is utilized in this analysis. The buyer plans to operate a recycling center at the facility. The broker indicated that the buyer has no immediate



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plans for the excess site. It is noted that the site has an irregular shape and is access via an easement across an adjacent property.

Based on an older sale date and inferior access (based on easement access), but partial offsetting due to a smaller site size, Comparable 4 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 | Subject |
|---|---|---|---|---|---|
| Transaction Type | Sale | Sale | Sale | Sale | --- |
| Transaction Date | Jan-24 | Aug-23 | Jul-23 | Jun-19 | --- |
| Interest Transferred | Fee Simple/Freehold | Fee Simple/Freehold | Fee Simple/Freehold | Fee Simple/Freehold | |
| Zoning | UZ - Unzoned | Heavy Industrial (HI) | Light Industrial (LI) | LI - Light Industrial | Heavy Industrial (HI) |
| Actual Sale Price | $2,500,000 | $4,700,000 | $14,416,480 | $700,000 | --- |
| Adjusted Sale Price [1] | $2,500,000 | $4,700,000 | $14,416,480 | $700,000 | --- |
| Size (Acres) | 21.10 | 149.00 | 88.00 | 7.01 | 54.06 |
| Size (SF) | 919,116 | 6,490,440 | 3,833,280 | 305,356 | 2,354,854 |
| Price Per SF | $2.72 | $0.72 | $3.76 | $2.29 | --- |
| Price ($ PSF) | $2.72 | $0.72 | $3.76 | $2.29 | |
| Property Rights Conveyed | 0% | 0% | 0% | 0% | |
| Financing Terms [1] | 0% | 0% | 0% | 0% | |
| Conditions of Sale | 0% | 0% | 0% | 0% | |
| Market Conditions (Time) | 0% | 1% | 1% | 49% | |
| Subtotal | $2.72 | $0.73 | $3.79 | $3.42 | |
| Size | -5% | 20% | 5% | -10% | |
| Access | 0% | -5% | -10% | 5% | |
| Location | -5% | -5% | -5% | 0% | |
| Development Utility | 15% | 250% | -5% | 0% | |
| Total Other Adjustments | 5% | 260% | -15% | -5% | |
| **Value Indication for Subject** | **$2.86** | **$2.61** | **$3.22** | **$3.25** | |
| *Absolute Adjustment* | *25%* | *281%* | *26%* | *64%* | |

[1] Adjusted sale price for cash equivalency and/or development costs (where applicable)

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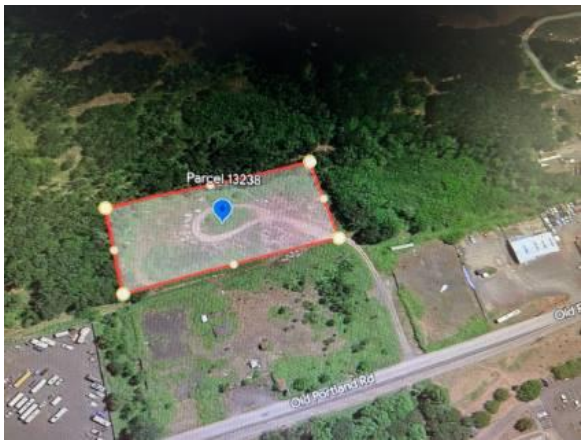
## CONCLUSION

Unadjusted, the comparables indicate a range of $0.72 to $3.76/SF. Based on the preceding qualitative analysis, the subject is concluded to be bracketed by Comparables 1 and 3, which indicate a narrower range of $2.72 to $3.76/SF. Considering the subject's size, location and site conditions, a value towards the lower end of the bracketing range appears to be supported.



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After the transaction/property adjustments are made, the comparables indicate a narrower range of $2.61 to $3.25/SF, which generally supports the above qualitative analysis.




In addition to the above comparable sales, supplemental listings are analyzed below. This includes one listing located within the subject's immediate area, including a 1.88 acre parcel zoned Heavy Industrial (HI) and is located a short distance west of Old Portland Road (Parcel 13238). This is raw land with easement access to Old Portland Road over the adjacent property. The listing has been on the market roughly eight months at $3.65/SF. Considering that this is a listing and also its smaller size, this is concluded a high indicator of the subject property. The aerial to the right summarizes the listing.




There is another property located a short distance west of Old Portland Road, along Port Avenue, which is zoned Heavy Industrial and is also listed for sale. This includes a 1.95 acre property with 266' of road frontage. Topography is level and is reported to be roughly graded with access to all public utilities. The property has been on the market for roughly one year at $7.00/SF. Based on this being a listing and also a smaller site size, this is concluded a high indicator of the subject. The aerial to the right summarizes the listing.

Based on the above comparable analysis, supplemental listings and taking into consideration the subject's location, size and site condition characteristics, the following table presents the valuation conclusion:

**CONCLUDED LAND VALUE**

| $ PSF | | Subject SF | | Total |
|---|---|---|---|---|
| $3.25 | x | 2,354,854 | = | $7,653,274 |
| **Indicated Value (Rounded):** | | | | **$7,650,000** |
| | | (Rounded $ PSF) | | $3.25 |

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# Rate of Return Analysis

Within this section, we will estimate market rent for the subject based on the land value concluded in the previous section multiplied by the concluded rate of return. Supplemental ground rent comparables will also be analyzed for support.

Ground leases are typically analyzed as a percentage return on the fee simple land value. *The Appraisal of Real Estate*, Thirteenth Edition, published by the Appraisal Institute in 2008, states on Page 463 that rates of return are influenced by many factors, including:

- The degree of perceived risk
- Market expectations regarding future inflation
- The prospective rates of return for alternative investments
- The rates of return earned by comparable properties in the past
- Availability of debt financing
- The prevailing tax law

A 1993 article in the Appraisal Journal of the Appraisal Institute, entitled *Determining Ground-Lease Rental Rates*, by Chris Carneghi, MAI, president of Carneghi-Bautovich & Partners, Inc., in San Francisco and San Jose, California, the author noted:

- "A ground lease functions more like an interest rate instrument than like a real estate discount rate. The subject property comprises only land, which is the safest portion of a real estate investment. Most ground-leased property is to be improved with a building. A landlord thus typically has the security of building improvements. Unless a ground lease has a subordination clause, the landlord would receive a windfall if the tenant defaulted on the land lease. The windfall would be in the form of ownership of the building improvements for which the landlord did not pay, and would possibly constitute a much larger portion of the total property value than the land itself.
- "For most ground-lease property, landlords have no management responsibility, no maintenance costs, and no market risk, given a typical long-term, triple-net ground lease. Relative to a landlord's investment, there are no physical depreciation concerns as the landlord is not paying for any building improvements. For all of these reasons, a typical ground-leased property cannot be reasonably compared to an internal rate of return from an alternative real estate investment such as an office building or a shopping center. Rather, a ground lease is often much like a bank certificate of deposit or a corporate bond."
- "In determining an appropriate market-based land-lease rate, all of the factors discussed need to be weighted as to the influence on a particular subject property. …Further, a particularly large parcel or a highly creditworthy lessee would influence this rate toward the low end of the range…Other more site-specific factors include local market demand; the landlord security



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positions relative to the improvement value or subordination clause; and the specific terms of the ground lease, particularly the rental adjustments."

While the article is older, the preceding comments are still applicable. Ground leases are a unique segment of the commercial real estate market and it is important to consider historical data, alternative investments, and actual transactions when determining market rates.

## RATE OF RETURN ON THE FEE SIMPLE LAND VALUE

The achievable rate of return on land leases are a function of supply and demand. A primary consideration in the rate of return is the perceived "risk" associated with the location, creditworthiness of the lessee, and contract terms (increases, taxes, insurance, subordination clause, reversionary rights, etc.). More specifically, items which influence the rate of return include: 1) the term length (longer leases typically provide more security to the land owner which tends to decrease the required rate of return); 2) the extent and/or scope of any improvements that will be built upon or made to the land by the ground lessee (i.e. if the lessee is going to construct a facility which clearly contributes value to the property as a whole, the risk in the ground lease payment is lowered); 3) rental rate escalations, including how often and at what rate; and 4) early termination provisions (option to purchase, etc.).

In arriving at an appropriate return to the land, alternative investments, investor surveys, and market participants (summarized on the following pages) have been considered.

### Alternative Investments

As a test of reasonableness, a review of government and corporate bond debt has been completed. Provided in the following table is a summary of various bond rates.

| SELECTED RATES | |
|---|---|
| Investment Type | Yield |
| U.S Treasury - 30 Year Bond | 4.37% |
| AAA Corporate - 30 Year Bond | 4.87% |
| Baa Corporate - 30 Year Bond | 5.61% |
| Compiled by CBRE | |

The rates for these financial instruments currently range from approximately 4.4% to 5.6%. It would be expected that there would be a premium associated with ground lease returns versus these instruments as they are liquid and have lower transaction costs (i.e. they can readily be sold in the market and do not require a real estate broker to list and sell the asset).

It should be noted that due to continued monetary policy by the Federal Reserve, the above noted selected rates are projected to decreased over the next year as the Federal Funds Rate is projected to be lowered. For example, some reports project the 30-year US Treasury Bond to decrease to 3.75% to 4.00% by the end of 2024 and potentially reach 2.25% in 2.25%. This will be taken into consideration in our conclusion.



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## Investor Surveys

The following summarizes ground capitalization rates according to the Realtyrates.com 4Q 2023 Investor Survey.

| RealtyRates.com INVESTOR SURVEY - 4th Quarter 2023* LAND LEASES | | | | | | |
|---|---|---|---|---|---|---|
| | Capitalization Rates | | | Discount Rates | | |
| Property Type | Min. | Max. | Avg. | Min. | Max. | Avg. |
| Apartments | 4.29% | 10.95% | 8.42% | 6.89% | 11.45% | 9.42% |
| Golf | 4.85% | 16.09% | 10.56% | 7.45% | 16.59% | 11.56% |
| Health Care/Senior Housing | 4.85% | 12.25% | 9.05% | 7.45% | 12.75% | 10.05% |
| Industrial | 4.65% | 11.95% | 8.84% | 7.25% | 12.45% | 9.84% |
| Lodging | 4.79% | 16.02% | 9.13% | 7.39% | 16.52% | 10.13% |
| Mobile Home/RV Park | 4.69% | 14.65% | 9.69% | 7.29% | 15.15% | 10.69% |
| Office | 4.67% | 11.82% | 8.55% | 7.27% | 12.32% | 9.55% |
| Restaurant | 5.35% | 18.15% | 10.35% | 7.95% | 18.65% | 11.35% |
| Retail | 4.49% | 12.05% | 8.94% | 7.09% | 12.55% | 9.94% |
| Self-Storage | 4.62% | 12.05% | 9.86% | 7.22% | 12.55% | 10.86% |
| Special Purpose | 5.59% | 17.75% | 10.69% | 7.70% | 20.25% | 10.91% |
| All Properties | 4.29% | 18.15% | 9.46% | 6.89% | 18.65% | 10.34% |

As shown, Realtyrates.com indicates a rate of return (capitalization rate) of 4.65% to 11.95% for industrial land.

## Comparable Data

We recognize direct comparable data for rates of return on land is very limited. The data below reflects the best available market data from our research.



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| GROUND LEASE COMPARABLES - RATE OF RETURN | | | | | | | |
|---|---|---|---|---|---|---|---|
| No. | Site Location | Agreement Start | Type | Base Term | Size (AC) | Rate of Return to Land Value | Comments |
| 1 | Rivergate (Portland, OR) | 2017 | Industrial | 55 Years | ~60 | **5.9-6.4%** | Participation rent structure with initial ground rent that equates to 5.9-6.4% of estimated fee simple land value; 1.5% annual escalations for initial 15 years. |
| 2 | Port of Everett | 2016 | Industrial | 50 Years | 10.7 | **6.75%** | Ground lease in Riverside Business Park based on 6.75% ROR on $6.75/SF industrial land value. Escalations of 7.5% every 5 years and market rent adjustment every 10 years. |
| 3 | Seattle Metro | 2011 | Industrial | 5 Years | 12.1 | **6.50%** | 5-year renewal (plus 5-year option) to prior land lease; renegotiated by parties at 6.5% ROR to agreed-up land value of $18/SF. |
| 4 | Rosemead, CA | 2012 | Office | 45 Years | 9.3 | **7.80%** | Suburban office site; flat ground rent; 45-year term with 9 5-year options. |
| 5 | Las Vegas, NV | 2014 | Industrial/ Yard Storage | 20 Years | 9.1 | **~11%** | Industrial site with perimeter fencing/landscaping and paving; two small structures included. |
| 6 | Las Vegas, NV | 2014 | Industrial/ Yard Storage | 20 Years | 9.1 | **9.00%** | Marshalling yard near Vegas Strip; 20-year lease with 10% escalations every 5 years. Lease rate was blended but incl. 9% return on land component. |
| 7 | Tempe, AZ | 2015 | Office/Industrial | 87 Years | 7.3 | **10.00%** | 87-Year lease based on 10% rate of return with CPI adjustment every 10 years (capped at 20%) |
| 8 | Bakersfield, CA | 2015 | Office | 40 Years | 12.5 | **7.00%** | 40-year lease plus 20 years of options; phased ground lease for office park development based on 7% return on agreed upon land value. 18 mos. free rent period per phase; CPI escalations capped at 20% every 10 years. |
| 9 | Richland, WA (Port of Benton County) | 2011 | Industrial | 10 Years | 15 | **10.00%** | 10-year option following initial term of 10 years commencing in 2001. Option rent based on 10% of the land value as of the option period commencement, based on a flat rate over the term. |
| 10 | Tukwila, WA | 2021 | Industrial | N/Av. | 36.08 | **5.85%** | 36.08 net usable acres that was ground leased from a private family for a new large warehouse facility. The rate of return was 5.85% on the agreed upon market value of the land negotiated and established by the developer, family, and broker opinions. The lease commenced in April 2021. |
| Compiled by CBRE | | | | | | | |

Of note, Comparable 1 above reflects the ground lease for the Amazon facility located in the subject's larger market area. This ground lease is long-term and is structured on a participation rent basis, which makes it of limited use for a direct comparison to the subject. The term, upside, and lessee improvements all would put downward pressure on the applicable rate of return.

## Additional Historical Rate of Return Information

As further support for the above, historical ground lease information is presented on the following page. The ground lease comparisons range from 4.6% to 18.0%. However, the median is 9.13% and the mean is 9.74%. There is a pattern of central tendency in the 7.0% to 10.0% range. A summary table is presented below.



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| Landlord | Return |
|---|---|
| King County | 9.50% |
| Port of Seattle | 10.00% |
| Welch Property | 10.64% |
| Quadrant Lake Union | 8.75% |
| City of Seattle | 8.50% |
| City of Seattle | 17.00% |
| Crowne Plaza | 8.00% |
| Key Tower | 4.60% |
| Shoenbachler Parcel | 11.00% |
| Shoenbachler Parcel | 7.00% |
| Safeway | 6.50% |
| Xerox | 6.60% |
| Xerox | 8.75% |
| Xerox | 9.50% |
| Xerox | 13.00% |
| Jefferson Square | 6.00% |
| First and Stewart | 8.00% |
| Broadway Market | 18.00% |
| Broadway Market | 13.36% |
| McDonalds & Chevron | 10.00% |
| **Median** | **9.13%** |
| **Mean** | **9.74%** |

The low end of the range is set by a ground lease associated with the Key Tower site in Seattle (May 1987), while the upper end of the range is set by the original lease for Broadway Market in Seattle (commenced in 1987). The remaining leases range from 6.5% to 17.00%, but generally cluster around the 7.00% to 10.00% range. Six data points are above this range and four are below this range.

### Conclusion – Market Rate of Return on the Ground Lease

Considering the subject's location in St. Helens (upward pressure on investor risk due to lower industrial demand compared to the larger Portland MSA), a rate towards the higher end of the range of the various sources analyzed is generally supported.

| RATE OF RETURN - CONCLUSION | | | |
|---|---|---|---|
| Source | Rate Range | | |
| RealtyRates.com Investor Survey 4Q 2023 | 4.65% | - | 11.95% |
| Comparable Data | 5.85% | - | 11.00% |
| Historical Rate of Returns | 6.00% | - | 9.00% |
| CBRE Estimate | **10.00%** | - | **11.00%** |



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Our market lease terms have been derived via discussions with market participants, analyzing other leases in the marketplace, and investor surveys. Based on the above, the following summarizes the indicated market rent based on the subject's land value concluded previously.

**RATE OF RETURN GROUND RENT ANALYSIS**

| Component | Low Range | High Range |
|---|---|---|
| Land Value | $7,650,000 | $7,650,000 |
| Rate of Return | 10.00% | 11.00% |
| Indicated Rental Rate (Annual) | $765,000 | $841,500 |
| Indicated Rental Rate (Monthly) | $63,750 | $70,125 |
| Indicated Rental Rate/SF/Month | $0.027 | $0.030 |

Compiled by CBRE

Finally, as a test of reasonableness of the above ground rent, the following table summarizes ground rent comparables.

**GROUND RENT COMPARABLES**

| Comp | Location | Tenant | Site Area (AC) | Lease Start | Term (Yrs) | Type | Rent/SF (Mo.) |
|---|---|---|---|---|---|---|---|
| 1 | 5801 NE 88th Street, Portland, OR | J&D Properties | 12.76 | 10/1/2016 | 20.0 | NNN | $0.030 |
| 2 | 1501 N Schmeer Rd, Portland, OR | Aution Exchange | 15.78 | 11/1/2016 | 3.2 | MG | $0.023 |
| 3 | 15000 N Lombard St, Portland, OR | Rivergate V (Developer) | 58.96 | 9/15/2017 | 56.0 | NNN | $0.035 |
| 4 | 58144 Old Portland Rd, Warren, OR | Stella-Jones Corporation | 20.30 | 7/1/2023 | 5.0 | NNN | $0.032 |
| 5 | 62420 US Hwy 30, Columbia City, OR | Listing | 35.00 | Listing | Listing | NNN | $0.033 |
| 6 | 1550 Railroad Ave, St. Helens, OR | Listing | 17.00 | Listing | Listing | NNN | $0.029 |
| 7 | 1 East Wind Rd, Kalama, WA | Listing | 95.00 | Listing | Listing | NNN | $0.038 |
| 8 | McNulty Way, St. Helens, OR | Listing | 37.00 | Listing | Listing | NNN | $0.038 |
| Min | | | 12.76 | | | | $0.023 |
| Max | | | 95.00 | | | | $0.038 |
| Ave | | | 36.48 | | | | $0.032 |

Compiled by CBRE

In terms of location and start date, the subject is most similar to Comparable 4 (0.032/SF/month), which is a lease renewal of a 20.30 acre property located in Warren. The lease was based on a 5-year term with annual CPI escalations, and three 5-year renewal options thereafter. Based on a smaller size and superior site utility, this is considered a high indicator of the subject. Comparables 5-8 also include similar locations and reflect listings, ranging between $0.029 to $0.038/SF per month. It is noted that the high end of this range reflects sites in shovel ready condition, whereas the lower end of this range reflects raw land sites more similar to the subject. The other comparables are older and are given minimal weight of a value conclusion.

Overall, based on the indicated rate of return analysis and the comparable analysis, a final reconciled ground rent of $0.030/SF/month is concluded for the subject. This is based on a triple net expense structure where the tenant is responsible for all operating expenses, which is similar to the comparables and survey information analyzed within this report. Furthermore, estimated term and annual escalator is based on the comparable information and interviews with market participants regarding long term ground leases of similar properties.

The following table summarizes the ground rent and lease terms concluded within this analysis.



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| INDUSTRIAL GROUND RENT CONCLUSION | |
|---|---|
| Ground Rent Area (Net) | 2,354,854 SF |
| Rent Expense Structure | Triple Net |
| Ground Rent/Month/SF - Year 1 | $0.030 |
| Ground Rent/Month - Year 1 | $70,646 |
| Ground Rent/Year - Year 1 | $847,747 |
| Term | 10+ years |
| Annual Escalators | Based on CPI adjustments |
| Compiled by CBRE | |



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# 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.


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(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.


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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.


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# ADDENDA

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Addendum A

# LAND SALE DATA SHEETS

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# Sale — Land - Industrial — No. 1

| | |
|---|---|
| Property Name | Woodland Site |
| Address | 500 S Pekin Road<br>Woodland, WA 98674 |
| County | Cowlitz |
| Govt./Tax ID | N/A |
| Land Area Net | 15.420 ac/ 671,695 sf |
| Land Area Gross | 21.100 ac/ 919,116 sf |
| Site Development Status | N/A |
| Utilities | N/A |
| Maximum FAR | N/A |
| Min Land Bldg Ratio | N/A |
| Shape | Irregular |
| Topography | Generally Level |
| Flood Zone Class | N/A |
| Flood Panel No./ Date | N/A |
| Zoning | UZ - Unzoned |
| Entitlement Status | N/A |




## Transaction Details

| | | | |
|---|---|---|---|
| Type | Sale | Primary Verification | Broderick Smith, Buyer |
| Interest Transferred | Fee Simple | Transaction Date | 01/10/2024 |
| Condition of Sale | None | Recording Date | 01/10/2024 |
| Recorded Buyer | Confidential | Sale Price | $2,500,000 |
| Buyer Type | N/A | Financing | N/A |
| Recorded Seller | Charles Ferguson LLC Etal | Cash Equivalent | $2,500,000 |
| Marketing Time | N/A | Capital Adjustment | $0 |
| Listing Broker | N/A | Adjusted Price | $2,500,000 |
| Doc # | N/A | **Adjusted Price / ac and / sf** | **$162,127 / $3.72** |
| | | **Adjusted Price/ FAR** | **N/A** |
| | | **Adjusted Price/ Unit** | **N/A** |

## Comments

This comparable is the sale of a site located in Woodland, but is un-zoned. The sale has not yet recorded on county records at the time of confirmation; however, the owner/buyer indicated that the sale closed in early January 2023. The site sold for $2,500,000 as an off-market transaction. The property does not have public water or sewer. The gross site size is 21.10-acres; however, only ~15.42-acres is considered usable as the remaining areas are or will need to be utilized for a storm-water retention pond, septic tank drain field, and well. The buyer intends to develop the site with a trucking facility.

| | |
|---|---|
| Property Name | Cascade Civil Development Inc. |
| Address | East of Weber Ave S at Hoehne Ave<br>Longview, WA 98632 |
| County | Cowlitz |
| Govt./Tax ID | 101930300 |
| Land Area Net | 149.000 ac/ 6,490,440 sf |
| Land Area Gross | 149.000 ac/ 6,490,440 sf |
| Site Development Status | Raw |
| Utilities | All Available |
| Maximum FAR | 3.12 |
| Min Land Bldg Ratio | 0.00:1 |
| Shape | Irregular |
| Topography | Generally Level |
| Flood Zone Class | Zone X (Unshaded) |
| Flood Panel No./ Date | N/A |
| Zoning | Heavy Industrial (HI) |
| Entitlement Status | None |





## Transaction Details

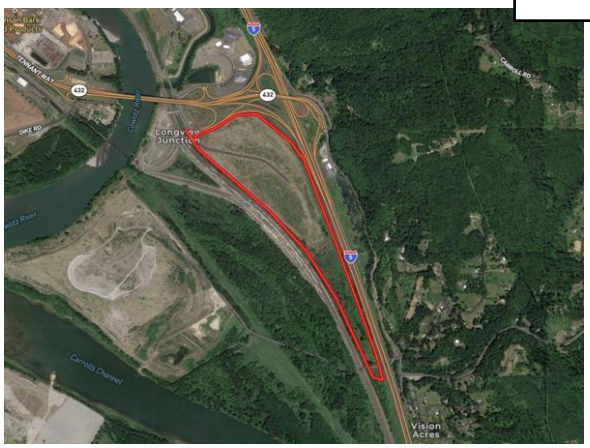
| | | | |
|---|---|---|---|
| Type | Sale | Primary Verification | Cowlitz County Assess, State of Washington Department of Ecology |
| Interest Transferred | Fee Simple | Transaction Date | 08/15/2023 |
| Condition of Sale | Assumed Arm's Length | Recording Date | 08/15/2023 |
| Recorded Buyer | Cascade Civil Development Inc. | Sale Price | $4,700,000 |
| Buyer Type | Developer | Financing | Cash to Seller |
| Recorded Seller | Weyerhaeuser NR Co. | Cash Equivalent | $4,700,000 |
| Marketing Time | N/A | Capital Adjustment | $0 |
| Listing Broker | Aaron Watt, Cushman & Wakefield, 503.279.1779 | Adjusted Price | $4,700,000 |
| Doc # | 3739314 | **Adjusted Price / ac and / sf** | **$31,544 / $0.72** |
| | | **Adjusted Price/ FAR** | **$2.47** |
| | | **Adjusted Price/ Unit** | **N/A** |

## Comments

This is the August 2023 sale of a roughly 149-acre industrial site located in Longview. The site was purchased from Weyerhaeuser and the buyer is Cascade Civil Development Inc. (Kerr Contractors) out of Woodburn, Oregon. The comparable comprises Phase 2 of the Mint Farm Industrial Park (310 total acres) which is otherwise developed for industrial uses. The site size is according to a geological survey of the property recorded with the Department of Ecology and is assumed correct. This is slightly lower compared to the recorded site size of 152.9 acres according to the County Assessor. The property is bounded between Memorial Park Dr to the north, Crocker Ave to the south, Weber Ave to the west, and wetlands/marsh to the east. Current ground cover predominately includes grass and brush and some medium to large diameter trees. Marshy areas exist through the site as well. The existing topography is generally flat with surface elevations ranging from about 4 to 10 feet. The elevation of Weber Ave, which is to the west of the property, ranges from 8 to 13 feet. Based on information from the Department of Ecology, there is roughly 15.01 acres of wetlands. Furthermore, the developer has received approval to clear and grub existing site for receipt of fill material to raise site to the elevation of Weber Avenue. Improvements will include temporary sediment and erosion control during construction, installation of sediment ponds, and stabilizing of final fill material after placement. This will encompass filling the site in up to three phases, after which the site will be stabilized. Approximately 600,000 cubic yards over 135-140 acres is estimated. Imported fill material is anticipated to be dredge sand material from the Cowlitz River in Kelso or from an approved rock source west of the property (Mt. Solo Quarry). The developer is proposing to build four 475,000 SF industrial warehouses or distribution buildings (total of 1.9 million square feet) with parking lots and several detention ponds around the site boundary. It is also noted that the site has rail access along the eastern boundary of the site. CBRE attempted to confirm the sale with both the listing broker and buyer (Tim Kerr, Vice President, Kerr Contractors), but were unsuccessful. The information was confirmed by Cowlitz County Assessor and various surveys/reports published to the Department of Ecology website. CBRE also interviewed two local excavation contractors including Scott Jeffries with Jeffries Construction and Cornell Rotschy with Rotschy (top excavation company in Clark County). Based on these interviews, the wetland mitigation cost is concluded at $225,000/acre and the fill cost is concluded at $15/cubic yard. This implies an upward adjustment of $12,377,250 ($225,000/AC X 15.01 wetland acres + $15/cubic yard X 600,000 cubic yards). This indicates an analysis price of $17,077,250 ($2.63/SF of site area), or 263.3% above the purchase price of $4.7 million.

# Sale — Land - Industrial

| | |
|---|---|
| Property Name | Mid I-5 Industrial Park |
| Address | SWC of Interstate 5 and SR 432<br>Kelso, WA 98626 |
| County | Cowlitz |
| Govt./Tax ID | 24095, 24385, 2439101 |
| Land Area Net | 88.000 ac/ 3,833,280 sf |
| Land Area Gross | 116.000 ac/ 5,052,960 sf |
| Site Development Status | Raw |
| Utilities | All Available |
| Maximum FAR | 0.31 |
| Min Land Bldg Ratio | 3.19:1 |
| Shape | Irregular |
| Topography | Generally Level |
| Flood Zone Class | Zone X (Unshaded) |
| Flood Panel No./ Date | N/A |
| Zoning | Light Industrial (LI) |
| Entitlement Status | None |




## Transaction Details

| | | | |
|---|---|---|---|
| Type | Sale | Primary Verification | County Assessor, CoStar |
| Interest Transferred | Fee Simple | Transaction Date | 07/10/2023 |
| Condition of Sale | Assumed Arm's Length | Recording Date | 07/10/2023 |
| Recorded Buyer | DRI/TCC Mid I-5 LLC | Sale Price | $14,416,480 |
| Buyer Type | Developer | Financing | Cash to Seller |
| Recorded Seller | Segale Properties LLC | Cash Equivalent | $14,416,480 |
| Marketing Time | N/A | Capital Adjustment | $0 |
| Listing Broker | Andrew Stark, CBRE, 206.310.9044 | Adjusted Price | $14,416,480 |
| Doc # | 7377401 | **Adjusted Price / ac and / sf** | **$163,824 / $3.76** |
| | | **Adjusted Price/ FAR** | **$12.01** |
| | | **Adjusted Price/ Unit** | **N/A** |

## Comments

This is the July 2023 sale of a 116 acre (88 acre net) industrial land site located at the southwest corner of the Interstate 5 and SR 432 interchange (at exit 36) within Kelso, Washington. The site is level, at street grade and includes an irregular shape, with the southern portion of the property generally considered non-developable (based on a narrow shape and wetlands), but otherwise including a sufficient shape for development. The property is clearly visible from the adjacent freeway with roughly 2,000 linear feet of frontage along the interstate. It also has access to rail based on a Burlington Northern Santa Fe rail line traversing the site's western boundary. The comparable site is graded with an internal drive including utilities for build-out of various smaller lots. It is noted that the site was zoned for a commercial use and was marketed as a commercial subdivision for several years. At one point, Costco contemplated the site for one of their wholesale stores. The property was recently rezoned from General Commercial to Light Industrial in 2022, and then sold for speculative warehouse/distribution development of a 1.2 million square foot facility called Mid I-5 Industrial Park. Construction is expected to be completed in late-2024. The comparable was confirmed by the County Assessor and Costar. CBRE attempted to confirm the sale with the listing broker, but was unsuccessful.

# Sale Land - Industrial

| | |
|---|---|
| Property Name | Calaway Excess Land |
| Address | 777 Port Avenue<br>St Helens, OR 97051 |
| County | Columbia |
| Govt./Tax ID | 433569 |
| Land Area Net | 7.010 ac/ 305,356 sf |
| Land Area Gross | 7.010 ac/ 305,356 sf |
| Site Development Status | N/A |
| Utilities | N/A |
| 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 | LI - Light Industrial |
| Entitlement Status | N/A |




## Transaction Details

| | | | |
|---|---|---|---|
| Type | Sale | Primary Verification | Brian Yoakum, Colliers, 503.499.0070 |
| Interest Transferred | Fee Simple | Transaction Date | 06/27/2019 |
| Condition of Sale | None | Recording Date | 06/27/2019 |
| Recorded Buyer | PNW Metal Recylcing | Sale Price | $700,000 |
| Buyer Type | N/A | Financing | Market Rate Financing |
| Recorded Seller | CALAWAY PROPERTIES LLC | Cash Equivalent | $700,000 |
| Marketing Time | 18 Month(s) | Capital Adjustment | $0 |
| Listing Broker | Alan Wells, Commercial Associates, 541.754.6320 | Adjusted Price | $700,000 |
| Doc # | 000000005093 | **Adjusted Price / ac and / sf** | **$99,857 / $2.29** |
| | | **Adjusted Price/ FAR** | **N/A** |
| | | **Adjusted Price/ Unit** | **N/A** |

## Comments

This is the sale of 7.01-acres of excess land that is part of a larger transaction. The total purchase price is $3,500,000, which includes a 129,805 SF industrial facility located on a 16.43-acre economic site and 7.01-acres of excess land. According to the broker, approximately $700,000 was allocated to the excess land, which is utilized in this analysis. The buyer plans to operate a recycling center at the facility. The broker indicated that the buyer has no immediate plans for the excess site. It is noted that the site has an irregular shape and is access via an easement across an adjacent property.



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Addendum B

# QUALIFICATIONS

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# 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

# Appraiser Certification and Licensure Board

## State Certified General Appraiser

*28 hours of continuing education required*

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

License No.: C001242
Issue Date: July 01, 2022
Expiration Date: June 30, 2024

**Chad Koch, Administrator**

# OPTION AGREEMENT

This OPTION AGREEMENT ("**Option Agreement**"), dated as of _____, 2025 ("**Effective Date**"), is entered into by and between:

1. **The City of St. Helens,** a State of Oregon municipal corporation ("**Optionor**"); and

2. **Arcadia Paper Mills, LLC**, a State of Delaware limited liability company ("**Arcadia**").

Optionor and Arcadia are referred to herein as, the "**Parties**" and each, individually as, a "**Party**."

WHEREAS, Optionor and Arcadia are parties to a Real Estate Purchase and Sale Agreement dated as of _____, 2025 (as amended), pursuant to which Optionor sold to Arcadia a certain parcel of property defined therein ("**Mill Parcel**");

WHEREAS, Optionor is the owner of certain real property located adjacent to the Mill Parcel that is generally depicted on Exhibit A attached hereto (the "**Option Parcel**"); provided, that the final legal boundaries of the Option Parcel need to be legally created pursuant to the process set forth in Section 4(b) of this Agreement; and

WHEREAS, Optionor agrees to grant to Arcadia an irrevocable and exclusive option to purchase the Option Parcel, which must be exercised by December 31, 2027 (the "**Option Notice Deadline**"), subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the consideration described in the Recitals above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Option**. Optionor hereby grants to Arcadia an irrevocable and exclusive option to purchase Option Parcel upon and pursuant to the terms and conditions set out in this Option Agreement ("**Option**").

2. **Exercise of Option**. Arcadia may exercise its Option rights by providing Optionor, on or before the Option Notice Deadline, written notice ("**Option Exercise Notice**") of Arcadia's intent to close upon the purchase of the Option Parcel. In no event shall Arcadia be permitted to: (i) deliver more than one Option Exercise Notice during the term of this Agreement, or (ii) deliver an Option Exercise Notice after the Option Notice Deadline. The "Closing Date" for closing of the purchase and sale pursuant to the Option is detailed on Exhibit B attached hereto.

3. **Expiration of Option.** The Option shall automatically terminate, without the need for action by either party upon the earliest to occur of any of the following: (i) the Option Notice Deadline, if Arcadia fails to deliver an Option Exercise Notice before such date, or (ii) the failure by Arcadia to close upon its acquisition of the Option Parcel on or prior to

the Closing Date. After any such automatic termination of this Agreement, neither Party shall have any further obligations hereunder except for (A) Arcadia's obligation to immediately tender a written termination of the Memorandum of Option those obligations that expressly survive termination of this Option Agreement.

4. **Option Purchase and Sale Terms; Creation of Option Parcel**.

a. *Deal Terms Rider*. The terms and conditions shall be set forth in Exhibit B attached hereto are hereby incorporated into this Option Agreement and shall supplement the terms and conditions of the option rights of Arcadia set forth in the main body of this Option Agreement.

b. *Option Parcel Creation Process.* Arcadia acknowledges that the approximate proposed boundaries of the Option Parcel do not match the current lot boundaries of the real property owned by Optionor at the St. Helens Industrial Business Park (the "**Industrial Park**"). Accordingly, Option will need to obtain certain land use approvals (the "**Approvals**") in order to create the Option Parcel, while leaving the remaining surrounding land and parcels owned by Optionor at the Industrial Park in conformance with all applicable legal requirements (the "**Parcel Creation Process**"). Following Arcadia's timely exercise of its Option rights prior to the Option Notice Deadline, Optionor shall be responsible (at Optionor's sole cost and using commercially reasonable, good faith efforts) for pursuing the Approvals necessary to cause the Option Parcel to be a single legal lot that can be conveyed to Arcadia at Closing in compliance with all applicable laws and land use regulations. Optionor shall be permitted to make sure reasonable modifications to the proposed boundaries of the Option Parcel as may be necessary or required in pursuing the Approvals to ensure legal compliance of all land affected by the Parcel Creation Process, as well as committing to reserve or grant such easements or covenants as may be required as part of the Parcel Creation Process. Arcadia shall be solely responsible for the cost to relocate any utility lines upon the Option Parcel, to the extent such relocation is reasonably necessary to ensure that the Option Parcel can be used or developed for Arcadia's intended purposes. Optionor will provide Arcadia with a copy of the draft survey to be used in connection with obtaining all applicable Approvals and reflecting the proposed final configuration of the Option Parcel (the "**Approvals Survey**"), in order to obtain Arcadia's reasonable approval that the proposed boundaries of the Option Parcel are consistent with the terms of this Agreement in all material respects. Arcadia will be deemed to have approved such proposed "Approvals Survey" if Arcadia does not provide its reasonable objection to the boundaries set forth therein, in reasonable detail, within ten (10) Business Days from receipt from Optionor. A "**Business Day**" shall mean any day other than a Saturday, a Sunday, or a federal or Oregon state holiday, or any local holiday where the County Record's office in the county where the real property is located is closed. Optionor will provide periodic written updates to Arcadia regarding the status of the Approvals and information regarding any conditions that will be imposed in connection with issuance of the Approvals. Following issuance of the Approvals, Optionor will provide a copy thereof to Arcadia for Arcadia's review and approval, which approval will not be unreasonably

withheld, conditioned, or delayed provided that the Approvals are consistent with the terms of this Agreement and do not impose any conditions on the Option Parcel not previously approved by Optionor. If, within ten (10) Business Days following receipt of same, Arcadia does not provide either (x) its unconditional approval of the Approvals (as contemplated in the previous sentence), or (y) written objection that properly identifies with reasonable specificity that the Approvals are not consistent with the terms of this Agreement and with all previously approved Approvals conditions, then Arcadia shall be deemed to have approved the Approvals. Following receipt of the Approvals and Arcadia's approval thereof, Optionor will promptly proceed to (i) cause the approved application, survey, legal descriptions and adjustment deed to be recorded with the Columbia County deed records to the extent necessary to case the Option Parcel to be a legally conveyable parcel of land, and (ii) cause the approved survey to be filed with the County Surveyor. The Parcel Creation Process shall be considered "complete" upon completion of the activities in the previous sentence.

5. **Obligation to Maintain; State of Title**. Prior to the earliest to occur of (i) Arcadia's acquisition of the Option Parcel, or (ii) the termination of the Option (as detailed in Section 3 above), Optionor shall maintain the Option Parcel in materially the same condition as exists on the date hereof (subject to ordinary wear and effects from the elements); provided, however, that Arcadia shall not unreasonably withhold, condition, or delay its consent to any reasonable improvements to the Option Parcel that Optionor proposes to undertake, or any easement agreements that do not materially impair or adversely affect the future use and operation of the Option Parcel. The term "Permitted Exceptions" shall refer, collectively, to the following (collectively referred to as, the **"Permitted Exceptions"**): (i) ad valorem real property taxes for the calendar year of sale (to be prorated as of the Closing Date); (ii) municipal, zoning and subdivision laws and ordinances; (iii) matters that would be disclosed by an accurate survey of the Parcels; (iv) matters of record as of the date of this Option Agreement; and (v) matters of record that are either approved by Arcadia in writing or which Arcadia is deemed to have or required to approve pursuant to Section 4(b) above. Notwithstanding the foregoing, any title encumbrances that can be removed solely by the payment of money, such as mortgages or statutory liens, shall not be deemed Permitted Exceptions, and Optionor shall convey title to the Parcels free and clear of any such encumbrances at Closing.

6. **Assignment of Option**. This Option Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs or successors and permitted assigns. Arcadia may not assign its interest under this Option Agreement without the prior written consent of Optionor, which the Optionor may withhold in its sole discretion.

7. **Memorandum of Option Agreement**. Within thirty (30) days of Optionor's receipt of the Option Exercise Notice, Optionor and Arcadia shall execute and acknowledge a memorandum of this Option Agreement in a form reasonably acceptable to both Parties ("**Memorandum**"), which Arcadia, at its sole cost and expense, is authorized to record in the Columbia County (Oregon) Clerk's Office ("**Clerk's Office**"). Within ten (10) business days following any termination or other expiration of the Option rights granted

hereunder, Arcadia shall execute and have notarized a termination of the Memorandum in form reasonably acceptable to the other party hereto; provided, that such form must reflect that the full and unconditional extinguishment and termination of the Option (and all rights thereunder) has occurred prior to the date of such Memorandum.

8. **Notices**. Any notice, consent or other communication permitted or required by this Option Agreement shall be in writing, and shall be given to each Party, at the address set forth below, in the following manner: (i) personal delivery; (ii) reputable overnight delivery service with proof of delivery; (iii) United States Mail, postage prepaid, registered or certified mail, return receipt requested; (iv) legible facsimile transmission (provided, that documentation of completed transmission is retained); or (v) by PDF attachment to e-mail. Such notice shall be deemed to have been given or delivered upon the date of actual receipt or delivery (or refusal to accept delivery), as evidenced by the notifying party's receipt of written or electronic confirmation of such delivery, refusal, or delivery failure despite use of the correct email notice address, if received by the party to be notified between the hours of 8 a.m. and 5 p.m. Pacific time on any Business Day, with delivery made after such hours to be deemed received on the following Business Day. Unless and until changed as provided below, the addresses for notices given pursuant to this Option Agreement shall be as follows:

To Optionor:
City of St. Helens
Attention: John Walsh, City Administrator
265 Strand St.
St. Helens, Oregon 97051
Tel: 503.366.8211
Email: jwalsh@sthelensoregon.gov

with a copy to:
Jordan Ramis PC
Attention: David Rabbino
1211 SW 5th Avenue, Suite 2700
Portland, OR 97204
Tel: 503.598.5536
Email: david.rabbino@jordanramis.com

To Arcadia:
Arcadia Paper Mills, LLC
1420 5th Avenue
Suite 3700
Seattle, WA 98104
Attention: Eric Ovanessian and John Pierce
Email: ericov@alliedwestpaper.com

with a copy to:

Kilpatrick Townsend & Stockton
Attn.: John F. Pierce
1420 5th Avenue
Suite 3700
Seattle, WA 98104
Email: jfpierce@ktslaw.com

9. **Counterparts**. This Option Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

10. **Time of Essence**. Optionor and Arcadia hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision hereof and that failure to timely perform any of the terms, conditions, obligations, or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Option Agreement by the party so failing to perform. A "**Business Day**" shall mean any day other than a Saturday, a Sunday, or a federal or Oregon state holiday, or any local holiday where the County Record's office in the county where the Parcels is located is closed.

11. **Entire Agreement; No Representations**. This Option Agreement constitutes the sole and entire agreement of the parties to this Option Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Option Agreement is entered into after full investigation by each party and neither party is relying upon any statement or representation made by the other party not set forth in this Option Agreement.

12. **Governing Law**. This Option Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon, and exclusive venue shall lie with the state and federal courts located in the State of Oregon. IN ANY LAWSUIT OR OTHER PROCEEDING INITIATED BY A PARTY HERETO UNDER OR WITH RESPECT TO THIS OPTION AGREEMENT, OPTIONOR AND ARCADIA EACH WAIVE ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

13. **Counterparts**. This Option Agreement may be executed in any number of counterparts; provided, that each of the parties hereto executed at least one counterpart; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. To facilitate execution of this Option Agreement, the parties may execute and exchange by DocuSign, Adobe, and/or emailed portable document format ("**PDF**") counterparts of the signature pages. The parties intend to be bound by the signatures transmitted by emailed PDF, are aware that the other party shall rely on such signature and hereby waive any defenses to the enforcement of the terms of this Option Agreement based on the form of signature.

14. **Oregon Statutory Notice**. 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. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PARCELS DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PARCELS 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 DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, 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.

15. **Attorneys' Fees**. Any party to this Option Agreement who is the prevailing party in any legal proceeding against any other party brought in connection with this Option Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney fees, and all other litigation expenses, including deposition costs, travel and expert witness fees, from the non-prevailing party.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Option Agreement, effective as of the Effective Date defined above.

**OPTIONOR:**

**CITY OF ST. HELENS, OREGON**

State of Oregon municipal corporation

By: _____
Name: _____
Title: _____
Date Executed: _____

**ARCADIA:**

**ARCADIA PAPER MILLS, LLC**

State of Oregon limited liability company

By: _____
Name: _____
Title: _____
Date Executed: _____

**EXHIBIT A**

**Diagram of Option Parcel**

**[*See Attachment*]**

# Exhibit B

## Option Purchase and Sale Terms

All references in this Exhibit B to a "Section" of the Agreement shall refer to the sections numbered in the body of the main agreement to which this Exhibit B is attached. References to sections in this Exhibit B shall be identified as "Section [_] of this Exhibit B."

1. **Payment of Purchase Price for the Option Parcel**. The purchase price for the Option Parcel (the **"Purchase Price**") shall be Two Hundred Thousand Dollars ($200,000.00) per acre of land sold pursuant to the Option, the entire amount of which shall be paid by wire transfer in immediately available federal funds at Closing (as defined below). [For example, if the Option Parcel comprises 25.1 acres, upon completion of the Parcel Creation Process, then the Purchase Price would be $5,020,000 (25.1 acres x $200,000/acre = $5,020,000).

**2**. **Closing.** The closing of the purchase and sale of the Option Parcel pursuant to this Agreement (the "**Closing**," "**Close**" or "**Closed**") shall take place through an escrow closing conducted by the "Escrow Holder" (defined below) on the thirtieth (30th) day after completion of the Parcel Creation Process (the "**Closing Date**"), or such other date as Optionor and Arcadia may mutually agree to in writing, in their respective sole discretion. The Closing Date may not be modified without the prior written approval of both Optionor and Arcadia. "**Escrow Holder**" shall mean Ticor Title, St. Helens (Oregon) Office, 2534 Sykes Rd Suite C, St. Helens, Oregon 97051.

3. **Optionor's Closing Deliveries**. Optionor shall execute, notarize (when applicable), and deliver to Escrow Holder (to be delivered to Arcadia at the Closing) the following documents (the **"Optionor Closing Documents"**) no later than one (1) business day prior to the Closing Date:

(a) A statutory bargain and sale deed (the **"Deed"**), conveying marketable, insurable fee simple title to the Option Parcel, free and clear of all liens and encumbrances except only 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), (2) municipal, zoning and subdivision laws and ordinances, (3) matters that would be disclosed by an accurate survey of the Option Parcel as of the date of this Option, and (4) all "Permitted Exceptions" identified under Section 5 of the Agreement.

(b) An owner's affidavit in commercially reasonable form affirming that there are no outstanding possessory rights, liens or rights to claim liens against the Option Parcel, and any other affidavits commercially reasonably required by Escrow Holder.

(c) Information sufficient for the closing agent to prepare an IRS Form 1099, and An affidavit in a form complying with law that Optionor is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act.

(d) A closing statement reflecting the Purchase Price and all adjustments, prorations and credits thereto, and such disbursements as the parties collectively desire to reflect thereon in connection with the transaction contemplated hereby (the "**Closing Statement**").

(e) Resolutions, incumbency certificates and such other documentation as may be reasonably required by Escrow Holder to confirm Optionor's authority to undertake and consummate the Closing.

4. Arcadia Closing Deliverables. At Closing, Arcadia shall (x) pay the Purchase Price as provided in Section 1 of this Exhibit B above, and (y) execute, notarize (when applicable), and deliver to Escrow Holder (to be delivered to Optionor at the Closing) the following items (the "**Arcadia Closing Documents**"):

(a) Such corporate, partnership or other organization or formation documents, resolutions, authorizations, certificates of incumbency, certificates of good standing, and other documentation with respect to Arcadia as Escrow Holder may require in order to cause the Closing to occur or in order to issue the title policy (which documents shall be delivered to Escrow Holder only, and shall not be delivered to Optionor); and

(b) The Closing Statement.

5. Closing Expenses. Each party shall be responsible for the following closing expenses:

(i) Optionor shall be responsible for: (1) the cost of preparing the Deed, (2) the payment of any transfer taxes or real estate excise taxes on the Deed, (3) the cost of curing any title defects that Optionor is obligated to cure under Section 5 of the Agreement, (4) one-half of any fees and expenses charged by the closing escrow agent, and (5) Optionor shall pay the premium for a Standard Coverage Owner's Title Policy if Arcadia elects to obtain one in connection with the Option Parcel.

(ii) Arcadia shall be responsible for: (1) all other recording costs not covered in Section 5(a) of this Exhibit B above, (2) the cost of any title examination Arcadia undertakes with respect to the Option Parcel, (3) the incremental premium cost of any extended coverage and any endorsements to the Title Policy requested by Arcadia, (4) the cost of any survey Arcadia obtains or other due diligence work Arcadia elects to undertake, and (5) one-half of any fees and expenses charged by the closing escrow agent.

The parties will each be responsible for all of their other closing costs, including their respective attorneys' fees.

6. Property Purchased "AS IS". Except as expressly set forth in the Agreement (including this Exhibit B), the Option Parcel is being sold and conveyed "as is" and "with all faults" and Optionor has not made, do 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 Option Parcel, 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 Option Parcel. Arcadia acknowledges that, except as expressly set forth in this Agreement, no such representations or warranties, express or implied, have been made. Arcadia hereby agrees that approval or deemed approval of the Option Parcel and proceeding with Closing shall constitute an acknowledgment that Arcadia: (i) has concluded whatever studies, tests, and investigations Arcadia desired to conduct relating to the Option Parcel 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 Option Parcel; (ii) has reviewed and read (or has elected not to do so) and has understood all instruments affecting the Option Parcel and/or its value which Arcadia 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 Arcadia has deemed necessary, including, without limitation, those relating to environmental matters and the leasing, occupancy and income of the Option Parcel; (iv) is relying solely on the express representations and warranties contained in this Agreement and on its own investigations as to the Option Parcel and its value, and Arcadia 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 Optionor has given Arcadia every opportunity to consider, inspect and review to its satisfaction the physical, environmental, economic and legal condition of the Option Parcel and all files and information in any Optionor's possession which Arcadia deems material to the purchase of the Option Parcel. Arcadia, moreover, acknowledges that it has not received from Optionor any accounting, tax, legal, architectural, engineering, property management or other advice with respect to this transaction and is relying solely upon the advice of its own accounting, tax, legal, architectural, engineering, property management and other advisors. The terms and covenants of this Section 6 of this Exhibit B shall survive the Closing and the delivery of the deed for the Option Parcel or any termination of this Agreement.

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

8. **Real Estate Commissions**. Arcadia and Optionor represent and warrant to each other that no brokers' or real estate commissions will be due as a result of the sale of the Option Parcel from their respective actions if the sale of the Option Parcel occurs. Optionor agrees to indemnify, defend and save harmless Arcadia from and against any cost and expense (including reasonable attorneys' fees) incurred by Arcadia as a result of the untruth of the foregoing representation by Optionor, or any claims by a broker for payment of a commission by Arcadia based upon the actions of Optionor. Arcadia agrees to indemnify, defend and save harmless the Optionor from and against any cost and expense (including reasonable attorneys' fees) incurred by Optionor as a result of the untruth of the foregoing representation by Arcadia, or any claims by a broker for payment of a commission by Optionor based upon the actions of Arcadia. The terms and covenants of this Section 8 of this Exhibit B shall survive the Closing.

9. **Default**.

(c) If Arcadia defaults in its obligations under this Agreement to Close upon its acquisition of the Option Parcel after Arcadia's delivery of an Option Exercise Notice for any reason except for a default by Optionor, this Agreement shall automatically terminate as provided in Section 3 of the Agreement (and Optionor shall provide subsequent written notice of such default and termination to Arcadia) and Arcadia shall reimburse to Optionor all costs and expenses incurred by Optionor in connection with the Agreement and its preparations for Closing (including, without limitation, reasonable attorneys' fees and costs), as its sole and exclusive remedy against Arcadia for Arcadia's default. OPTIONOR KNOWINGLY WAIVES ANY OTHER RIGHTS OR REMEDIES, INCLUDING WITHOUT LIMITATION, ANY RIGHT OR CLAIM TO ACTUAL, CONSEQUENTIAL, INCIDENTAL AND PUNITIVE DAMAGES AND ANY RIGHT OF SPECIFIC PERFORMANCE.

(d) If Optionor defaults in its obligations under this Agreement for any reason except for a default by Arcadia, Arcadia may, as Arcadia's exclusive remedies against Optionor for Optionor's default, either: (a) terminate this Agreement by delivery of written notice to Optionor, in which event Arcadia shall be entitled to be reimbursed by Optionor for the reasonable and documented out-of-pocket expenses incurred by Arcadia in connection with this transaction, not to exceed the sum of (i) Sixty Thousand and No/100 Dollars ($60,000.00), which shall be construed as full liquidated damages, and neither party shall

have any further rights or obligations regarding this Agreement other than any obligations that expressly survive the termination of this Agreement; or (b) seek to obtain specific performance of the obligations of Optionor under this Agreement (and if Arcadia is successful in obtaining such specific performance, Optionor agrees to indemnify Arcadia for all Arcadia's costs and expenses, including without limitation reasonable attorneys' fees and court costs, incurred in such action) but if Arcadia is not successful in obtaining specific performance, then Arcadia may still elect to proceed under sub-part (a) above.

(e) A "**default**" by either party under this Section 9 of this Exhibit B shall constitute a default in any material obligation of a party under this Agreement for any reason except for default by the counterparty, and the defaulting party fails to cure such default within five (5) Business Days after written notice thereof; provided, that no notice and cure opportunity shall be provided in connection with either: (a) Arcadia's breach of its obligations under Sections 1 and/or 4 of this Exhibit B above; or (b) Optionor's breach of its obligations under Section 3 of this Exhibit B above.

(f) The foregoing limitations of remedies and liquidated damages provisions shall not apply to the right of either party to collect attorneys' fees in connection with enforcement of this Agreement as provided in Section 15 of the Agreement.

10. **Further Instruments**. Each party will, whenever and as often as it shall be requested so to do by the other, cause to be executed, acknowledged or delivered any and all such further customary instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting party, in order to carry out the intent and purpose of this Agreement.

**ADDITIONAL SERVICE AGREEMENT**
Between **Client** and **Mackenzie**

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

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

**Client** and **Mackenzie** agree as follows:

**1. BASIS OF DESIGN**

**1.1** The following are updates to the original basis of design, as listed in our original proposal dated September 27, 2021, and as updated in our Additional Service Agreement dated June 5th, 2023 (Exhibit A). These updates are based on the St. Helens Public Safety Building Design Development Set, dated July 25, 2023.

**1.2** This agreement quantifies the changes and new scope that will be required for the project. There are dollars in the current agreement to cover part of the cost for these new services. There is $280,419 (fixed fee) remaining from the last additional service under 2210310.05 and $320,000 (T&M) remaining from the last additional service under 2210310.06. Dollars remaining from those contracts will be applied to the cost of these professional services. All fixed fee dollars remaining under (.05) will be transferred to the (.11) sub-number. All (.06) T&M dollars will remain in the (.06) sub-number and that contract will be increased to accommodate updated billing rates since 2023. Additional dollars to perform the new work, under 2210310.11 and 2210310.06, are listed in the table summary herein.

**1.3** The building designed as part of the last additional service and as shown in the Design Development set, dated July 25, 2023, will be utilized at a new site located at 1771 Columbia Street, St. Helens, OR, 97051. It is assumed that no alterations to the building design will need to be made except for the following:


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1.3.a VE Options listed as "approved" in the Howard S. Wright Budget Revision Tracker dated June 23, 2025 (Exhibit B).

1.3.b Relocation of the vestibule doors to accommodate public entry from the east side of the building.

1.3.c Updates to the exterior wall assemblies and detailing to meet the new Oregon Energy Efficiency Specialty code, which has been effective since January 1, 2025.

**1.4** The building is assumed to be approximately positioned per the green box on the sanitary line mark-up provided to John Walsh via e-mail on July 14, 2025 (Exhibit C). The design team will explore a second option during the new Design Development phase that includes mirroring the building to try to avoid the sanitary easement all together. If the second option, to mirror the building, is selected for the final placement, the design team will perform those building updates for an additional fee under an additional service. Potential impacts of mirroring the building will include drawing updates to dimensions, views, sheets, and Revit modeling. Additional services for ROW vacation may also be needed.

**1.5** The civil design and landscape design will need to be completely redeveloped as part of this effort. New site design will be provided in the new Design Development phase.

**1.6** The Land Use Application process will need to start anew for the new site.

**1.7** The City has retained a CM/GC (Howard S. Wright), who will be providing cost estimating and pre-construction services. It is our understanding that the Construction Document set will be utilized for bidding and the GMP establishment.

**1.8** Right-of-way improvements will be required on all four (4) rights-of-way surrounding the block (Columbia Boulevard, S 17th Street, S 18th Street, and Cowlitz Street). Right-of-way improvement requirements are assumed to be as listed in an e-mail from Jacob Graichen on July 24, 2024 (Exhibit D). If additional improvements are required as part of this project, they will be performed as an additional service.

**1.9** The new project budget is understood to be $12,600,000, inclusive of soft costs. The City has accepted VE items as listed in Exhibit B to bring the project into the new budget. Any changes to the identified VE strategies or additions will be assessed and performed as an additional service.

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

## 2. SCOPE OF SERVICES

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

2.1.a Design Development (DD):

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

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

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

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

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

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

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

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

2.1.b Construction Documents (CD):

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

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

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

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

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

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

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

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

## 3. EXCLUSIONS

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

**3.2** For additional exclusions related to the Scope of Services of our retained consultant(s), refer to their attached proposals.

## 4. TERMS AND CONDITIONS

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

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

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

**5. PAYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

**5.8** Reimbursable costs are excluded in the Contract Fee above. Reimbursable costs for services accomplished by in-house personnel (printing, faxing, copying, mileage, etc.) will be billed at standard rates. Other reimbursable costs (outside printing, outside delivery services, rideshare vehicles, application-based transportation, photography, Federal Express, Express Mail, etc.) will be billed at cost plus 10%.

**5.9** Mackenzie has estimated the reimbursable total expenses at $6,000 and will not exceed this amount without prior authorization.

**5.10** Consultants' fees are included in the Contract Fee. Consultants' fees will be billed at cost plus 10%.

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

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

| | |
|---|---|
| CLIENT(Signature) | MACKENZIE(Signature) |
| (Printed Name) | Jeff Rhys Humphreys, Architect<br>(Printed Name) |
| (Title) | Principal in Charge<br>(Title) |
| (Date Executed) | (Date Executed) |

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

c: Accounting Department
Adrienne Linton, David Linton – Mackenzie

MACKENZIE.



**ADDITIONAL SERVICE AGREEMENT**
Between **Client** and **Mackenzie**

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

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

**Client** and **Mackenzie** agree as follows:

**1. BASIS OF DESIGN**

**1.1** Basis of design is as described in attached proposal, Exhibit A.

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

**2. SCOPE OF SERVICES**

**2.1** The Scope of Services is as described in attached proposal, Exhibit A.

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

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

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

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

## 3. EXCLUSIONS

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

## 4. TERMS AND CONDITIONS

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

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

**5. PAYMENT**

**5.1** Contract Fee will be:

5.1.a 2210310.05: Lump Sum Fixed Fee of $633,000
Design Development, Construction Documents, Permitting, and Bid Assistance Services.

5.1.b 2210310.06: Estimate of $320,000
Construction Contract Administration (CCA) will be performed on an hourly basis in accordance with the attached Hourly Billing Rate Schedule.

5.1.c It is understood that this estimate for CCA is neither a minimum nor a maximum, but simply an estimate of the level of effort we anticipate will be required for the scope of services described. Any services performed beyond the scope of services set forth above shall be for additional fees.

5.1.d There is $340,572 remaining from the original contract. The cost of part of these professional services will reallocate dollars from the remaining contract amount.

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

**ADDITIONAL SERVICE AGREEMENT**
St Helens Public Safety Building - Design Update DD-CCA
Project Number 2210310.05/.06
June 5, 2023
Page 4

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

| | |
|---|---|
| CLIENT(Signature) | MACKENZIE(Signature) |
| Rick Scholl | Jeff Rhys Humphreys, Architect |
| (Printed Name) | (Printed Name) |
| Mayor | Principal in Charge |
| (Title) | (Title) |
| 7/19/23 | July 11, 2023 |
| (Date Executed) | (Date Executed) |

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

c: Accounting Department
Adrienne Linton – Mackenzie

MACKENZIE.

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

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

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

Dear John:

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

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

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

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

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

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

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

## BASIS OF DESIGN

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

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

## SCOPE OF SERVICES

**Design Development** *Time Duration: 8 weeks*

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

Design Development shall include:

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

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

***Deliverables***

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

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

**Construction Documents** *Time Duration: 14 Weeks*

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

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

***Deliverables***

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

III. Structural engineering calculations.

2. Transportation deliverables:
   A. Driveway Approach Permits.

**Permitting Assistance** *Time Duration: 14 weeks*

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

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

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

***Deliverables***

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

**Bid Assistance (concurrent with permitting)** *Time Duration: 5 weeks*

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

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

   ***Deliverables***

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

**Construction Contract Administration** *Time Duration: 60 weeks*

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

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

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

***Deliverables***

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

## FEE SUMMARY

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

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

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

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

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

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

## ASSUMPTIONS

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

**1. Client-Provided Consultant Services**

1.a. Client will provide current electronic files of existing building(s), Revit model of existing facilities, land survey (ALTA/Boundary/Topographic) including legal description, wetlands delineation, geotechnical report, environmental report, any other reports and/or surveys that are available, and other studies and/or reports as may be necessary for completion of the project.

1.a.i. Client's geotechnical engineer shall provide paving recommendations and related paving specifications.

1.a.ii. Recording of surveys, deeds, easements, final plat, or other real estate documents will be the responsibility of the Client, Client's attorney, and/or Client's surveyor.

1.b. Scope and fee are based on Client hiring the following third-party Client Representative to act on their behalf during the project: Otak. We have assumed that the same third-party representative will be part of the project team for the entire duration of the project.

**2. Scope of Service Acknowledgements**

2.a. Mackenzie Scope of Service and fees are based on project phases running in sequential order without overlap, delay, pause, or project being put on hold for any reason between phases.

2.b. Fees are based on the estimated schedule duration as defined in phases above. If phase duration(s) are increased for any reason, we will need to assess and address those impacts in terms of scope, fee, and/or schedule as necessary via additional services.

2.c. As noted in the Basis of Design, we have assumed an estimated construction value between $8,943,558 and $9,664,257. Our estimated level of service anticipated a level of design, coordination and documentation consistent with our representative experience for executing similar projects within this budget range. Should the budget increase beyond the estimated construction value, there is the potential that the level of service to document and coordinate the design decisions may also increase. Should this become a consideration, we will review and negotiate these potential impacts at that time.

2.d. Subject to the applicable Standard of Care, Mackenzie will design the Project in accordance with applicable laws, including current Federal ADA Accessibility Standards and as required by the Authority Having Jurisdiction (AHJ) for Building Permit per the AHJ's current edition of the governing building code, and by reference therein ANSI ICC/A117.1 ("Building Code") for new construction. Notwithstanding the foregoing sentence, the Client acknowledges that various governmental codes and regulations, including without limitation the ADA and FHA, are subject to varying and sometimes contradictory interpretation and that the ADA is not a detailed building code. In the case of such conflicts or differing interpretations, Mackenzie will notify the Client thereof and will endeavor to design to the most stringent interpretation acceptable to the AHJ.

2.e. All meetings will occur virtually via Microsoft Teams video conference, other than construction site meetings, unless specifically noted otherwise within the Scope of Services outlined above. We will record and distribute minutes following each meeting for all meetings through all phases up to Construction Contract Administration. During Construction Contract Administration, the General Contractor will provide meeting minutes. Mackenzie will review Construction Phase meeting minutes for those meetings attended by Mackenzie for general consistency with Mackenzie's interpretation of topics discussed and communicate such to General Contractor for their use in preparing Construction Phase meeting minutes.

**3. Client and Jurisdiction Approvals**

3.a. The Client will approve the Documents at the conclusion of each phase prior to proceeding with the next phase. Redesign efforts after prior Client approvals, including but not limited to Client-driven design modifications, value engineering, cost reduction alternatives to the approved design, or other such changes, will be provided as an additional service, with scope, schedule, and fees to be evaluated on a case-by-case basis.

3.b. This Scope of Services includes preparation of factual evidence to satisfy the applicant's burden of proof associated with the land use application(s) in an uncontested-case situation. The Scope does not include preparation of supplemental or rebuttal evidence to overcome objections raised by jurisdiction staff or third parties; if required, additional material can be supplied subject to an additional services agreement.

**4. Standard Design Items**

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

**5. Unique Design Services**

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

**6. Construction and Client's Contractor Services**

6.a. The Client acknowledges that in order to construct the Work, the Client's contractor will provide additional information stipulated in the Construction Documents that include shop drawings, product data, samples and other similar submittals, which the Architect and other disciplines included herein shall review to the extent of confirming consistency with the design intent depicted in the Construction Documents. Any deviations to the design not clearly identified by the Contractor in the Contractor's submittals and shop drawings will not be reviewed by the design team.

6.b. Client's General Contractor will provide fire suppression/fire alarm systems, low voltage, security, audio/visual, and landscape irrigation on a design-build basis. The Client's General Contractor and design-build trades will provide timely information and coordination with Mackenzie and our consultants as needed to maintain the project schedule and development of the design. We have included typical levels of coordination during each phase.

**7. Graphics/BIM**

7.a. Mackenzie will utilize Revit as the documentation platform for the project. Our proposed scope/fee is based on the Revit model Level of Development (LOD) of 200 - 300 as necessary for Mackenzie to facilitate design and produce Construction Documents. We anticipate that Client consultants/vendors will also utilize Revit for their documentation, will be responsible for modeling and detailing their respective components, and will comply with Mackenzie's expectations for document control standards. Mackenzie will develop the base model file and provide it to the consultant team for coordination.

7.b. Regardless of level of Revit Model Level of Development (LOD) and anticipated and/or non-anticipated use by the Client, Client's consultants, vendors, General Contractor and/or any other third party not the original author of the Revit model and data contained therein; with or without Mackenzie's knowledge, nothing in the Revit model supersedes the formally issued stamped and signed hard copy Construction Documents.

**8. Expenses/Billing**

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

**9. Mackenzie Consultant Services**

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

## EXCLUSIONS

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

**1. Client-Provided Consultant Services**

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

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

**2. Land Use Process/Permitting**

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

**3. Standard Design Items**

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

**4. Unique Design Services**

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

**5. Construction Process**

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

**6. Graphics/BIM**

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

**7. Expenses/Billing**

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

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

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

Sincerely,

Jeff Rhys Humphreys
Principal

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

c: Adrienne Linton – Mackenzie

May 16, 2023

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

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

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

Dear Adrienne:

The following additional design services have been requested by Mackenzie:

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

Work Requested by: Adrienne Linton (Mackenzie)

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

**MEPT Basic Service Fees**

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

May 16, 2023

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

Sincerely,

Jeremy Galvin, PE
PAE

Adrienne Linton
Mackenzie Architects

Dave Williams, PE, LEED AP
PAE

Date

SSA acoustics
Stewart · Burt · Nelsen · Esselstrom

July 11, 2023

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

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

Dear Adrienne,

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

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

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

## DD Phase

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

### Architectural Acoustics

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

**MEP System Noise and Vibration Control**

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

## Construction Documents

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

**Architectural Acoustics**

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

**MEP System Noise and Vibration Control**

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

**CCA Phase**

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

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

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

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

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

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

Sincerely,
SSA Acoustics, LLP

**Alan Burt, P.E.**
PARTNER
ACOUSTICAL CONSULTANT

MACKENZIE.

P 503.224.9560 ▪ F 503.228.1285 ▪ W MCKNZE.COM
RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214

Portland, Oregon ▪ Vancouver, Washington ▪ Seattle, Washington

## HOURLY BILLING RATE SCHEDULE*

| | |
|---|---|
| **PRINCIPALS** | $ 175 – $ 300 |
| **ARCHITECTURE/LANDSCAPE** | |
| Design Director | $ 190 – $ 250 |
| Senior Project Architect | $ 170 – $ 270 |
| Project Architect I – III | $ 110 – $ 215 |
| Architectural Designer II-III | $ 90 – $ 185 |
| Architectural Designer I | $ 65 – $ 100 |
| Designer/Drafter | $ 60 – $ 95 |
| Intern | $ 60 – $ 90 |
| **ENGINEERING** | |
| Senior Project Engineer | $ 160 – $ 250 |
| Project Engineer I – III | $ 105 – $ 210 |
| Designer I – II | $ 85 – $ 165 |
| Transportation Analyst I – II | $ 70 – $ 120 |
| Designer/Drafter | $ 85 – $ 150 |
| Intern | $ 65 – $ 100 |
| **PLANNING** | |
| Senior Project Planner | $ 150 – $ 235 |
| Project Planner I – IV | $ 95 – $ 220 |
| Permit Coordinator | $ 60 – $ 100 |
| Assistant Planner | $ 70 – $ 120 |
| Intern | $ 60 – $ 90 |
| **INTERIOR DESIGN** | |
| Senior Project Interior Designer | $ 150 – $ 230 |
| Interior Designer III – V | $ 100 – $ 175 |
| Interior Designer I – II | $ 70 – $ 135 |
| Intern | $ 60 – $ 90 |
| **ADMINISTRATION** | |
| Administrator | $ 70 – $ 190 |
| Word Processor | $ 85 – $ 115 |
| Graphic Artist | $ 85 – $ 130 |

*Subject to change April 2024

MACKENZIE.

P 503.224.9560 ▪ F 503.228.1285 ▪ W MCKNZE.COM
RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214

Portland, Oregon ▪ Vancouver, Washington ▪ Seattle, Washington

# REIMBURSABLE CHARGES

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

## IN-HOUSE PRINTING

***Scanning – Black & White***

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

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

***Scanning – Color***

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

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

***Printing/Copying – All Sizes***

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

***Fax***

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

## OTHER IN-HOUSE REIMBURSABLE ITEMS

***Digital Photo Documentation***

$15.00/download

***Check Generation Fee***

$25.00

***Automobile Mileage***

Billed according to IRS guidelines

***Delivery Service***

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

***Data Supplies***

CD documentation: $15.00
DVD documentation: $30.00

***Report Binder***

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

***Foamcore:*** $4.25/sheet

● = approved VE



Howard S. Wright
a Balfour Beatty company

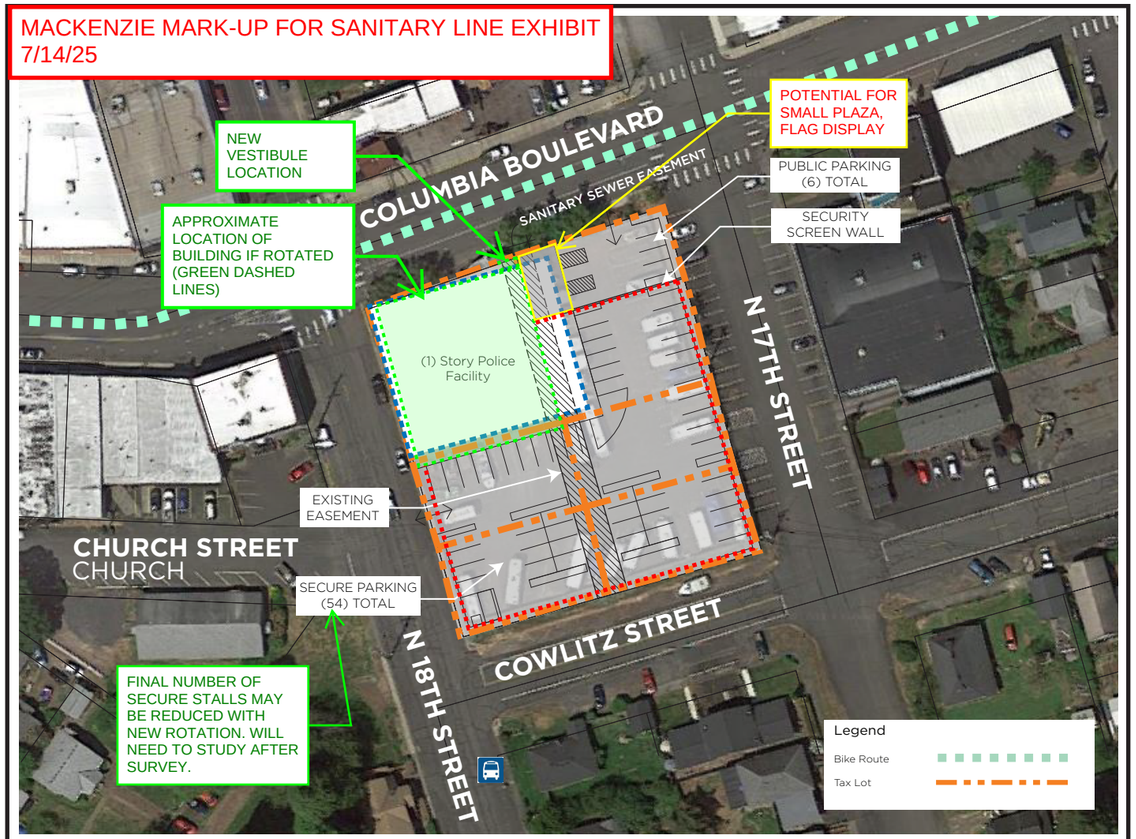
6/23/2025

**BUDGET REVISION TRACKER**
**St. Helens Public Safety Building**

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

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

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




## LOCATION

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

## SIZE

- 1.04 Acres

## ZONING

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

## TRANSPORTATION ACCESS

- Pedestrian
- Bike

## DEVELOPMENT STANDARDS

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

## SCHEDULE CONSIDERATIONS

- SANITARY SEWER LINE RELOCATION

## LAND USE APPROVAL PROCESS

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


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## Adrienne Linton

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

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

**Jacob A. Graichen, AICP, City Planner**
City of St. Helens
jgraichen@sthelensoregon.gov
(503) 397-6272

---

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

See responses below in red.

Except the answer to #1 here:

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

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

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

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

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

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

**Jacob A. Graichen, AICP, City Planner**
City of St. Helens
jgraichen@sthelensoregon.gov
(503) 397-6272

---

**From:** Adrienne Linton <ALinton@mcknze.com>
**Sent:** Wednesday, July 24, 2024 12:08 PM
**To:** Jacob Graichen <jgraichen@sthelensoregon.gov>
**Cc:** Jeff Humphreys <JHumphreys@mcknze.com>; John Walsh <jwalsh@sthelensoregon.gov>; 'David Lintz' <David.Lintz@otak.com>; Iris L. Wu <IWu@mcknze.com>; Brian Varricchione <BVarricchione@mcknze.com>
**Subject:** St Helens Public Safety Building: New Potential Sites - ROW Improvements and other Questions
**Importance:** High

Hi Jacob,

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

**1771 Columbia (see attached site test fit):**

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

**2675 Gable Road (see snapshot below, only interested in the top third of the site):**

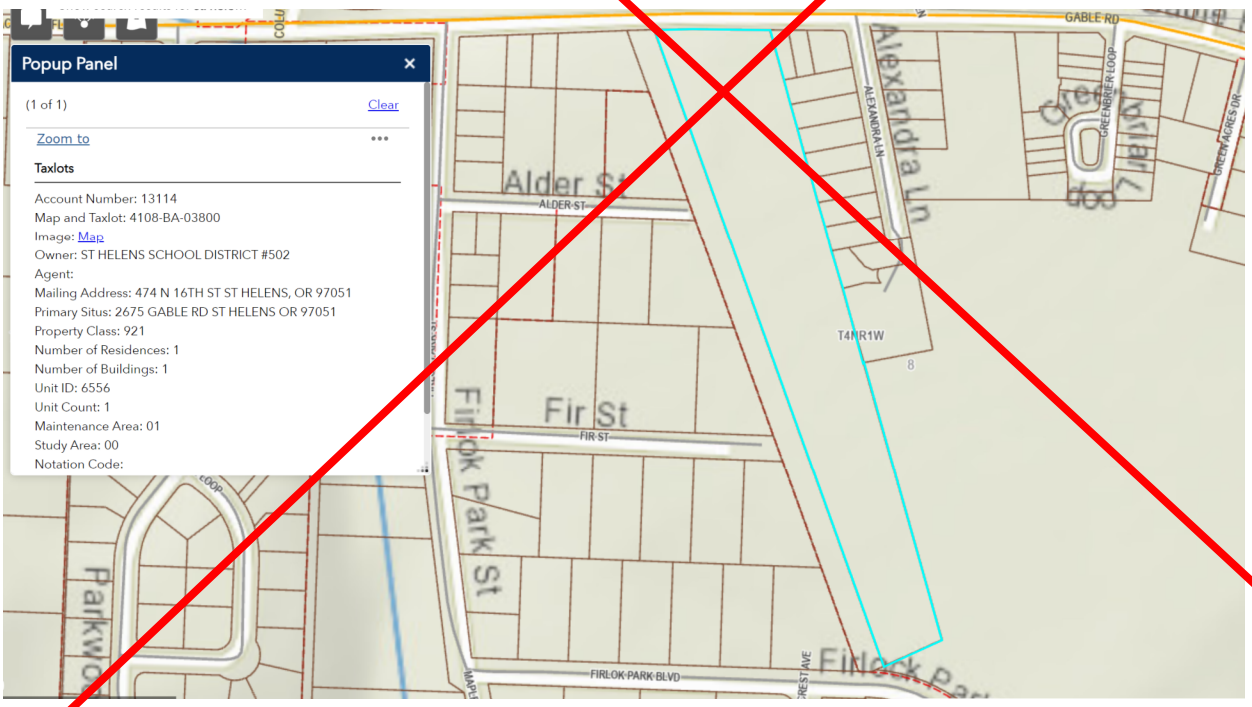
1. Given that Gable road has recently been improved, are there any other ROW requirements on Gable Road? Probably only those associated with any access/driveway changes, if any. Such as adding/removing driveways. Gable is a collector street here, so we'll be somewhat picky about access.
2. If Alder Street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

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

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

   But note the wetland in the ditch of Alder Street.

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






We appreciate your help in advance!

Thank you,

**Adrienne Linton**
she/her/hers
**D** 971-346-3680 **C** 503-705-9244

Architect
Senior Associate | Assistant Department Head
Professional Licenses & Certifications

Mackenzie.
ARCHITECTURE ▪ INTERIORS ▪ STRUCTURAL, CIVIL, AND TRAFFIC ENGINEERING
LAND USE AND TRANSPORTATION PLANNING ▪ LANDSCAPE ARCHITECTURE
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Disclaimer

# Proposal

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

## Project Summary

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

## Project Assumptions

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

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

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

# PAE Scope of Design Work

**MECHANICAL SYSTEMS**

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

**PLUMBING SYSTEMS**

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

**ELECTRICAL SYSTEMS**

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

**TECHNOLOGY SYSTEM DESIGN**

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

**ENERGY SYSTEMS SCOPE OF WORK**

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

# PAE Deliverables and Scope of Services

**DESIGN DEVELOPMENT PHASE**

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

**CONSTRUCTION DOCUMENTS PHASE**

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

**PERMITTING PHASE**

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

**BIDDING PHASE**

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

**CONSTRUCTION ADMINISTRATION PHASE**

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

# Building Information Modeling (BIM) and Coordination

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

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

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

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

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

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

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

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

## Excluded Services

This proposal does not encompass the following items:

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

# Fees and Reimbursable Expenses

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

**Basic Service Fees**

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

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

**Basic Service Fees**

| **Phase** | **MEP** |
|---|---|
| Construction Administration | $36,500 |
| **Total** | **$36,500** |

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

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

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

## Project Schedule

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

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

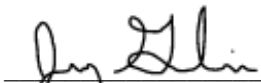
Note: Project holds or delays more than 2 months may be subject to an additional service due to inefficiencies in staffing and engineering design process.

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

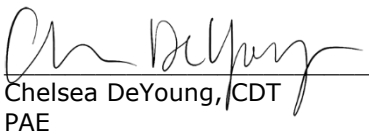
## Standard Terms and Conditions

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

Proposed by:



Jeremy Galvin, P.E.
PAE



Chelsea DeYoung, CDT
PAE

CND/jpg

Accepted by:

Jeff Humphreys, AIA, CSI, LEED AP
Mackenzie

Date

# Hourly Rates

Effective: January 1, 2025

| Staff Category | Rate/Hour |
|---|---|
| General Administrative | $135 |
| Marketing | $135 |
| Graphics Designer | $170 |
| Project Coordinator 1-2 | $140 |
| Senior Project Coordinator 3-4 | $180 |
| Senior Project Coordinator 5-6 | $205 |
| BIM Technician 1-2 | $160 |
| BIM Technician 3 | $180 |
| BIM Technician 4 | $190 |
| BIM Technician 5 | $235 |
| BIM Director | $280 |
| Senior Office Management | $315 |
| MEP Engineer/Designer 1 | $170 |
| MEP Engineer/Designer 2 | $185 |
| MEP Engineer/Designer 3 | $205 |
| MEP Senior Engineer/Designer 4 | $235 |
| MEP Senior Engineer/Designer 5 | $255 |
| MEP Associate 6 | $270 |
| MEP Senior Associate 7 | $295 |
| MEP Associate Principal 8 | $320 |
| Principal 9 | $345 |
| Senior Principal 10 | $380 |

| Staff Category | Rate/Hour |
|---|---|
| Technology Designer 1 | $170 |
| Technology Designer 2 | $185 |
| Technology Consultant 3 | $210 |
| Technology Senior Consultant 4 | $225 |
| Technology Senior Consultant 5 | $250 |
| Technology Specialty Security Consultant 6 | $275 |
| Technology Specialty AV Consultant 6 | $275 |
| Technology Specialty ICT Consultant 6 | $275 |
| Technology Associate 6 | $275 |
| Technology Senior Associate 7 | $300 |
| Technology Associate Principal 8 | $315 |

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

SSA acoustics
Burt · Nelsen · Esselstrom · Hedback

August 4, 2025

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

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

Dear Adrienne,

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

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

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

## DD Phase

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

### Architectural Acoustics

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

### MEP System Noise and Vibration Control

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

## Construction Documents

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

### Architectural Acoustics

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

### MEP System Noise and Vibration Control

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

### CCA Phase

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

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

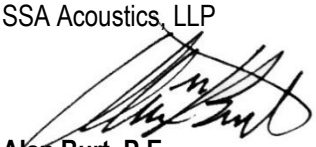
The following are the estimated fees for the project per phase:

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

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

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

Sincerely,
SSA Acoustics, LLP



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

**St. Helens Police: 1771 Columbia Design - 2210310.11**

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

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Amount Left in (.05)/(.06) Contract | $0 | $0 | $0 | $0 | $206,419 | $44,000 | $30,000 | $320,000 | $600,419 |

| | |
|---|---|
| **Total ROM Additional Service** | **$358,231** |

MACKENZIE.

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W MACKENZIE.INC

# REIMBURSABLE CHARGES

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

## IN-HOUSE PRINTING

***Scanning – Black & White***

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

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

***Scanning – Color***

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

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

***Printing/Copying – All Sizes***

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

***Fax***

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

## OTHER IN-HOUSE REIMBURSABLE ITEMS

***Check Generation Fee***

$25.00

***Automobile Mileage***

Billed according to IRS guidelines

***Delivery Service***

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

***Data Supplies***

CD documentation: $15.00
DVD documentation: $30.00

***Report Binder***

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

***Foamcore:*** $4.25/sheet

MACKENZIE.

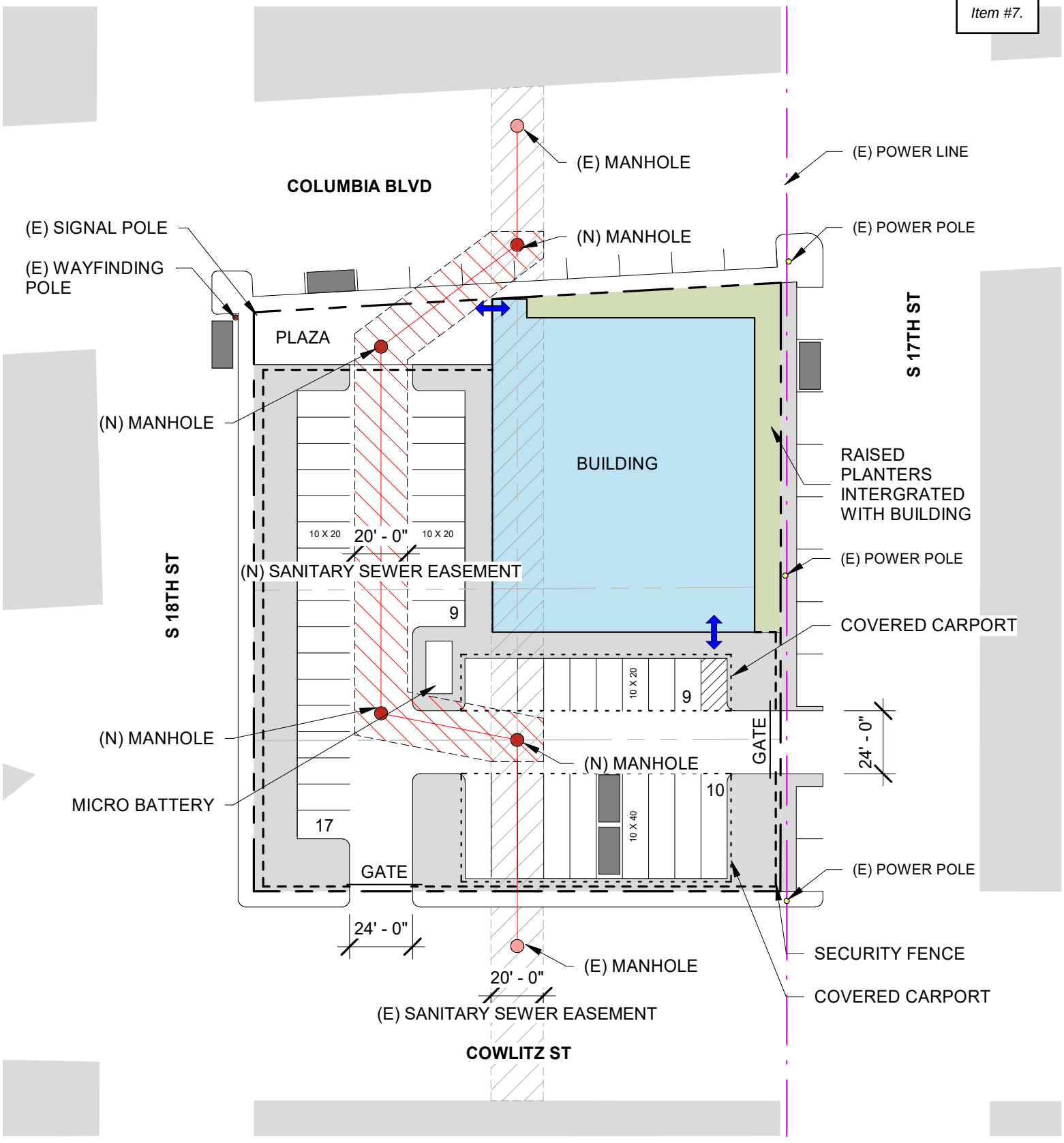
Portland, OR ▪ Vancouver, WA ▪ Seattle, WA ▪ Sacramento, CA

W MACKENZIE.INC

## STANDARD HOURLY BILLING RATE SCHEDULE*

| | |
|---|---|
| **PRINCIPALS** | $ 200 – $ 290 |
| **ARCHITECTURE/LANDSCAPE** | |
| Design Director | $ 200 – $ 260 |
| Senior Project Architect | $ 205 – $ 230 |
| Project Architect I – III | $ 125 – $ 205 |
| Architectural Designer II-III | $ 90 – $ 190 |
| Architectural Designer I | $ 75 – $ 95 |
| Designer/Drafter | $ 70 – $ 95 |
| Intern | $ 70 – $ 80 |
| **ENGINEERING** | |
| Senior Project Engineer | $ 200 – $ 250 |
| Project Engineer I – III | $ 125 – $ 225 |
| Designer I – II | $ 90 – $ 170 |
| Transportation Analyst I – II | $ 75 – $ 125 |
| Designer/Drafter | $ 90 – $ 150 |
| Intern | $ 70 – $ 80 |
| **PLANNING** | |
| Senior Project Planner | $ 200 – $ 235 |
| Project Planner I – IV | $ 95 – $ 200 |
| Permit Coordinator | $ 60 – $ 100 |
| Assistant Planner | $ 85 – $ 125 |
| Intern | $ 70 – $ 80 |
| **INTERIOR DESIGN** | |
| Senior Project Interior Designer | $ 190 – $ 230 |
| Interior Designer III – V | $ 110 – $ 180 |
| Interior Designer I – II | $ 75 – $ 125 |
| Intern | $ 70 – $ 80 |
| **ADMINISTRATION** | |
| Administrator | $ 75 – $ 195 |
| Word Processor | $ 85 – $ 100 |
| Graphic Artist | $ 90 – $ 135 |

*Subject to change April 2026




SCALE: 1" = 50'-0"

0 25 50 100


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# EXCLUSIVE NEGOTIATING AGREEMENT

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

## RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AGREEMENT:**

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

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

2. Term and Termination.

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

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

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

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

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

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

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

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

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

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

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

8. Due Diligence.

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

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

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

10. [Reserved]

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

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

13. Confidentiality.

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

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

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

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

13.5. This Section 13 survives termination of this Agreement.

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

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

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

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

| | |
|---|---|
| To the City: | City Administrator<br>City of St. Helens<br>265 Strand St.<br>St. Helens, OR 97051<br>jwalsh@sthelensoregon.gov |
| *With a copy to:* | St. Helens Urban Renewal Agency<br>265 Strand St.<br>St. Helens, OR 97051<br>jwalsh@sthelensoregon.gov |

| | |
|---|---|
| *and a copy to*: | David Rabbino<br>Jordan Ramis PC<br>1211 SW Fifth Avenue, 27th Fl.<br>Portland, OR 97204<br>david.rabbino@jordanramis.com |
| Developer: | Steve McFarland<br>Associate General Counsel<br>Romano Capital, Inc.<br>4660 NE 77th Ave, St. 200<br>Vancouver, WA 98662<br>steve@romanofinancial.com |
| *With a copy to:* | Greg McGreevey<br>Vice President of Development<br>Romano Development, Inc.<br>4660 NE 77th Ave, St. 200<br>Vancouver, WA 98662<br>greg@romanofinancial.com |

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

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

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

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

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

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

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

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

**ROMANO PROPERTIES, LLC**,
a Washington limited liability company

By: _____
Eric Christensen, COO

Date: _____

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

By: _____
John Walsh, City Administrator

Date: _____

# EXHIBIT A

## Legal Description of Developer Parcel

# EXHIBIT B

## Base Development Criteria for Negotiations

- Development of at least one catalytic project and potential multiple projects consisting of a diverse mix of uses such as a hotel, housing, retail, restaurant, private clubhouse and open air public market.

- Site design to establish a pattern to improve pedestrian connectivity to St. Helens' historic downtown and the Columbia River.

- Site design to encourage public access to public amenities and parks.

- Scope and scale of architecture to complement and enhance the historic street environment while also pointing to the future, including policies and strategies that include sustainable building, design and operations.

- Design development to emphasize the river view amenity of the Property.

- For multi-family projects, housing units with a diverse mix of floorplans, sizes and styles.

- Material selections to emphasize quality, durability and compatibility with adjacent neighborhood

- Adherence to the City Plans.

- Site design to address environmental issues, including, but not limited to floodplain, contaminated soil, geotechnical issues, and grade/fill.

**EXHIBIT C**

**CITY OF ST. HELENS SITE**
**REQUEST FOR QUALIFICATIONS**

(attach copy)

# EXHIBIT D

## Milestone Dates

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

# EXHIBIT E

## Form of Permit of Entry

## REVOCABLE PERMIT OF ENTRY
**St. Helens / Developer – Due Diligence Activities**

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

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

1.1 Permittee is hereby granted a temporary license to enter upon and use that certain real property located 1st Street and surrounding area on the Columbia Waterfront (the "**Property**") as generally shown on the property map attached hereto as Exhibit A. **[All property available for access to be described.]**

1.2 Permittee and Permittee's contractors, subcontractors, and consultants may access the Property on an intermittent basis only for the purpose of performing pre-acquisition due diligence activities and for no other purpose. If Permittee performs invasive or subsurface investigations, Permittee shall be responsible for removal of any debris and any and all repairs required to restore and maintain the structural integrity of the Property and environmental mitigation of any disturbed materials requiring mitigation solely as a result of such invasive investigations.

1.3 Permittee shall maintain and keep the Property in a clean and orderly condition at all times to the extent resulting from the activities of Permittee and Permittee's contractors, subcontractors, and consultants including removal of all Permittee caused litter, scrap, rock, or debris of any kind at the end of the Permit period. Permittee shall maintain and shall repair any damage to existing improvements, including landscaping and sidewalks, resulting from its use of the Property. The Property shall not be deemed secure and Permittee's obligations under this Permit will not be fully discharged until the Property is inspected and reasonably approved by the City.

1.4 To the extent caused by Permittee or Permittee's contractors, subcontractors, and consultants, Permittee shall, promptly upon completion of its activities restore the Property to the same or better condition as that existing immediately prior to its entry upon the Property or to such other condition as the City may reasonably require. If restoration is impossible or in lieu of restoration, at the City's discretion,

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

1.5 Permittee's use of and entry upon the Property shall be without expense of any kind (direct or indirect) whatsoever to the City. Permittee shall be solely responsible for all maintenance and operating costs that may result from its use of the Property by Permittee or Permittee's contractors, subcontractors, and consultants. Should the City incur costs as a result of Permittee's temporary use of the Property, Permittee shall reimburse the City promptly upon the presentation of billing and reasonable documentation of such expense.

1.6 The City, its agents, employees and representatives may at any reasonable time, enter into or upon the Property for the purposes of examining the condition thereof, or for any other lawful purpose.

**2. Insurance and Indemnification**

2.1 Permittee shall obtain, maintain, and keep during the Term (as hereinafter defined) insurance, naming the City as additional insured, in amounts as follows: (a) commercial general liability insurance with a combined single limit of not less than $1,000,000 per occurrence and with at least $2,000,000 aggregate; (b) automobile liability insurance with combined single limit of not less than $1,000,000 per occurrence; (c) employers liability insurance with a limit of not less than $1,000,000; and (d) in addition to the primary limits specified in (a) and (b) above, excess liability insurance with a limit of not less than $2,000,000 for each occurrence and in the aggregate The Permittee's insurance shall be primary insurance and any insurance or self-insurance maintained by the City shall not contribute to it.

2.2 Permittee shall prior to its entry on or use of the Property provide to the City a Certificate of Insurance evidencing the insurance required in Section 2.1 of this Permit and containing an endorsement specifically naming the City and its officers, agents and employees as additional insureds. The certificate shall provide that coverage afforded and shall not be canceled or amended without prior written notice to the City.

2.3 Permittee shall indemnify, hold harmless and at the City's request, defend the City and its officers, agent and employees from and against any and all liability or alleged liability, all suits, legal proceedings, claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or in connection with or incidental to Permittee's entry to the Property, or error or omission of Permittee or anyone acting on behalf of Permittee in connection with or incidental to this Permit; provided however, that nothing herein shall be construed to require indemnification of the City for liability attributable to the City's sole gross negligence or willful misconduct. The indemnity set forth in this Permit shall survive the termination hereof.

2.4 Permittee shall assume all liability related to injury, death or disease to invitees, licensees, or trespassers, as a result of Permittee's direct use of the Property, whether resulting from latent or patent Property defects.

2.5 Permittee is solely responsible for any theft, damage or destruction to any materials, equipment or any other property of Permittee, or anyone acting on behalf of Permittee in connection with or incidental to this Permit.

## 3. Restrictions on Use and Hazardous Substances

3.1 In its use and entry upon the Property, Permittee shall observe all rules, regulations, and laws now in effect by any municipality, county, state or federal authority having jurisdiction over the Property, as they relate to the use of the Property. Permittee is solely responsible for obtaining any permits or approvals from other agencies or licensing bodies as may be necessary for Permittee's authorized entry upon and use of the Property. Furthermore, Permittee agrees to indemnify the City as provided above for any damages caused by the violation thereof of any permits or approvals that may so be required.

3.2 Use of explosives or highly flammable material is not permitted without prior written authorization from the City.

3.3 Permittee shall not allow any lien of any kind, type or description to be placed or imposed upon the Property or upon any improvements on the Property (if any).

3.4 Permittee shall not cause or permit to occur by parties working for or at the direction of Permittee, the use, generation, release, manufacture, handling, processing, storage, disposal or improper use of any Hazardous Substance, pollutant, or contaminant, on, under, or about the Property or the transportation to or from the Property of any Hazardous Substance. "**Hazardous Substances**" are substances regulated under any environmental law or regulation now or hereafter enacted by any governmental federal, state or local authority. Furthermore, Permittee agrees to indemnify the City as provided above for any damages caused by the violation thereof of any permits or approvals that may otherwise be required.

## 4. Processing Fee, Use Fee, and Term

4.1 Permittee shall not be required to pay the City any permit processing fee, use fee, or security deposit.

4.2 This Permit will commence on the date of the last signature below and will automatically terminate and be of no further force or effect at the end of the Term of the ENA, as defined in the ENA (the "**Term**").

4.3 Permittee's rights under this Permit shall be personal to Permittee and are not transferable or assignable to any other party or entity unless otherwise approved in writing in advance by the City.

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

| **PERMITTEE:** | **CITY:** |
|---|---|
| **ROMANO PROPERTIES, LLC**, a Washington limited liability company | **CITY OF ST. HELENS**, an Oregon municipal corporation acting by and through the **ST. HELENS URBAN RENEWAL AGENCY**, an Oregon municipal corporation |
| By: _____ | By: _____ |
| Eric Christensen, COO | John Walsh, City Administrator |
| Date: _____ | Date: _____ |

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

# APPOINTMENTS TO ST. HELENS CITY BOARDS AND COMMISSIONS

City Council Meeting ~ September 17, 2025

**Pending applications received**:

| Name | Interest | Date Application Received | Referred by Email To Committee(s) |
|---|---|---|---|
| • Kelsey Knutson | Library Board | 6/4/25 | 6/5/25 |
| • Sarah Rychart | Library Board | 6/12/25 | 6/13/25 |

## 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:** October 13, 2025
**Recommendation:** At their regular meeting on September 8, the Board recommended to the City Council to reappoint Robert Dunn and Jana Mann and 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:** October 13, 2025
**Recommendation:** None at this time.



*Resolution No. 1648: Guidelines for Appointments is attached.*

# 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

**WHERAS,** 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 boa 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

# ST. HELENS PUBLIC LIBRARY BOARD MEETING

Monday, June 9, 2025, at 7:15 PM
Virtually over Zoom

## APPROVED MINUTES

**Members Present**
Chair Aaron Martin
Member Rob Dunn
Member Ellen Jacobson
Member Jana Mann
Member Lynne Pettit
Member Erin Wheeldon
Member Diana Wiener

**Members Absent**
Member Jay Echternach
Vice Chair Fatima Salas

**Council Liaison in Attendance**
N/A

**Visitors**
None

**Staff Present**
Library Director Suzanne Bishop
Library Board Secretary Dan Dieter

**CALL TO ORDER**

Meeting was called to order at 7:17 p.m. by Chair Martin.

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

No visitor comments.

**APPROVAL OF MINUTES**

1. Minutes from the regular board meeting, May 12, 2025, were reviewed.

Motion: Upon Member Pettit's motion and Member Dunn's second, the Library Board unanimously approved the regular board meeting minutes dated May 12, 2025. [Yeas: Chair Martin, Member Dunn, Member Jacobson, Member Mann, Member Pettit, Member Wheeldon, Member Wiener; Nays: none]

**OLD BUSINESS**

2. STRATEGIC PLAN SUBCOMMITTEE REPORT: Chair Martin stated that the subcommittee met and agreed to a process for the transformational part of the strategic plan.

Motion: Upon Chair Martin's motion and Member Wiener's second, the Library Board unanimously approved the process for the strategic plan subcommittee to follow that includes gathering information

from patrons and staff to suggest possible increases or decreases in materials, services or programs to better align resources available with the needs of the community. [Yeas: Chair Martin, Member Dunn, Member Jacobson, Member Mann, Member Pettit, Member Wheeldon, Member Wiener; Nays: none]

3. MAKERSPACE FUNDRAISING SUBCOMMITTEE REPORT: Chair Martin stated that there will not be a report this month.

**NEW BUSINESS**

NAMING LOCAL HISTORY ROOM: The group discussed several names that were suggested for the local history room, viz., The Diane Chaney Kem Memorial Room, the Marion Christensen Local History Room, the McCormick Local History Room, and the Loowit Local History Room.

Motion: Upon Chair Martin's motion and Member Dunn's second, the Library Board unanimously approved "Loowit Local History Room" as the name to be recommended to City Council for approval. [Yeas: Chair Martin, Member Dunn, Member Jacobson, Member Mann, Member Pettit, Member Wheeldon, Member Wiener; Nays: none]

NEW BOARD VICE-CHAIR SELECTION: The group discussed the role of the Vice-Chair and Chair Martin asked if anyone wanted to volunteer for the role. Member Jacobson stated that she would fill the role if no one else was interested. Chair Martin also stated that he would be willing to do it as well.

Motion: Upon Chair Martin's motion and Member Dunn's second, the Library Board unanimously approved Chair Martin as the new Vice-Chair for next year. [Yeas: Chair Martin, Member Dunn, Member Jacobson, Member Mann, Member Pettit, Member Wheeldon, Member Wiener; Nays: none]

**LIBRARY DIRECTOR'S REPORT**

Library Director Bishop thanked Member Wiener for her advocacy. We have two people who are interested in joining the board and she will be meeting with them this week. The board may have an opportunity to interview any prospective new board members at the July board meeting. The Institute of Museum and Library Services (IMLS) is not in the President's proposed bill or the House's. If it does not end up in the budget, the State Library's funding will be cut. The State Library's current fiscal year budget funding from IMLS (through LSTA) has been awarded meaning their funding is secure through June 30, 2026. The City Budget Committee submitted their recommendation to the City Council, and it did not include added fees or furloughs, nor did it include a cost-of-living increase (COLA). The library budget was reduced by 4% from our original proposed budget. The overall budget reduces the city reserves to 6% (20% is best practice). She submitted the Library quarterly report to City Council and they will discuss it at their June 18 work session. The Summer Library Challenge starts next week so we anticipate an increase in activity overall. The kickoff event for children will be a puppet dance party and for adults it will be a game night. The City has approved the lease with the Columbia Learning Center for the use of the rest of the building space for an expanded Makerspace. The server room in that space needs a new air conditioner. The master panel for the fire and security alarm systems were replaced. We are going to be the county's only cooling center again this year. Some of the other spaces that may be available are the Senior Center and the Bowling Alley. Six teens meet the criteria for our grant-funded Teen Internship. We will start interviewing applicants soon. Between January 1 and May 31 this year, we had 14,924 visits to the library compared to 11,952 for the same period last year. There were 204 patrons through the door on the highest patron visit day of May 8. The next holiday closure will be July 4 and 5.

## COUNCIL LIAISON REPORT

N/A

## OTHER BUSINESS

No other business.

## SUMMARIZE ACTION ITEMS

Chair Martin described the action items. We need to submit the recommended name for the local history room to City Council for approval. The Strategic Plan Subcommittee will continue to meet and report back to the board.

## ADJOURNMENT

Chair Martin adjourned the meeting at 8:01 p.m.

Respectfully submitted by,
Dan Dieter
Library Board Secretary

# ST. HELENS PUBLIC LIBRARY SPECIAL BOARD MEETING

Monday, June 9, 2025 at 5:30 PM
Virtually over Zoom

## APPROVED MINUTES

**Members Present**
Chair Aaron Martin
Member Ellen Jacobson
Member Jana Mann

**Members Absent**

**Councilors in Attendance**
None Present

**Visitors**
None

**Staff Present**
Library Director Suzanne Bishop

**CALL TO ORDER**

Meeting was called to order at 5:30 pm by Chair Martin.

**VISITORS COMMENTS** *Limited to three (3) minutes per speaker.*

No visitors.

**NEW BUSINESS**

1. DISCUSSION OF STRATEGIC PLAN: The committee discussed the strategic plan.

**SUMMARIZE ACTION ITEMS**

Present subcommittee discussion and suggestions at next regular board meeting. Bishop to summarize meeting and action items. Bishop to provide supporting data at next meeting.

**ADJOURNMENT**

Chair Martin adjourned the meeting at 6:10 pm.

Respectfully submitted by,

Suzanne Bishop, MSLIS
Library Director

# ST. HELENS PUBLIC LIBRARY SPECIAL BOARD MEETING

Wednesday, August 27, 2025 at 6:15 PM
HYBRID: Council Chambers & Virtually over Zoom

## APPROVED MINUTES

**Members Present**
Vice Chair Aaron Martin
Member Rob Dunn
Member Jay Echternach
Member Jana Mann
Member Lynn Pettit
Member Erin Wheeldon

**Members Absent**
Chair Fatima Salas
Member Ellen Jacobson

**Councilors in Attendance**
Councilor Mark Gundersen

**Visitors**
Kelsey Knutson

**Staff Present**
City Administrator John Walsh
Deputy City Recorder Lisa Scholl
Library Board Secretary Dan Dieter

### CALL TO ORDER

Meeting was called to order at 6:18 pm by Vice Chair Martin.

### NEW BUSINESS

1. PROSPECTIVE BOARD MEMBER INTERVIEWS: Prospective board member Kelsey Knutson was interviewed by the board.

Motion: Member Martin moved to approve the recommendation of Kelsey Knutson. No second. [Yeas: Vice Chair Martin, Member Dunn, Member Echternach, Member Mann, Member Pettit and Member Wheeldon; Nays: none] [Secretary's note: It was discovered when drafting minutes that a second was not made on this motion. The motion will need to be re-made at the next regular meeting.]

### SUMMARIZE ACTION ITEMS

No action items to summarize.

### ADJOURNMENT

Vice Chair Martin adjourned the meeting at 6:31 pm.

Respectfully submitted by,
Dan Dieter
Library Board Secretary

# City of St. Helens

*Consent Agenda for Approval*

## CITY COUNCIL MINUTES

Presented for approval on this 17th 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 September 3, 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, September 03, 2025

# DRAFT MINUTES

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

**STAFF PRESENT**

| | |
|---|---|
| Johne Walsh, City Administrator | Suzanne Bishop, Library Director |
| Kathy Payne, City Recorder | Dan Dieter, Library Assistant |
| Lisa Scholl, Deputy City Recorder | Sharon Darroux, Engineering Manager |
| Crystal King, Communications Officer | Jacob Graichen, City Planner |
| Matthew Smith, Police Chief | Ashley Wigod, Contracted City Attorney |

**OTHERS**

| | | |
|---|---|---|
| Arthur | Leslie Wilson | Brad Hendrickson |
| Adam | Steve Topaz | Dinae Monro |
| Jenn | Marci Sanders | Robyn Toschi |
| Erin Salisbury | Brady Preheim | Patrick Birkle |

**CALL WORK SESSION TO ORDER – 3:00 p.m.**

**CLEARING CONFUSION AND SETTING THE FACTS STRAIGHT**

1. Response to August 20 Visitor Comments

Mayor Massey provided a chronology regarding a citizen concern about Ordinance No. 3310, which delegates duties to the City Administrator. She explained that Section 33 of the City Charter, approved by voters in 2012, authorizes City Council to appoint officers and delegate duties. Relevant actions included:

- March 20, 2019: Resolution No. 2038 updated the authority and duties of the City Administrator
- January 5, 2022: Ordinance No. 3002 codified authority and duties of the City Administrator
- May 21, 2025: Resolution No. 2038 updated the authority and duties of the City Administrator
- August 20, 2025: Ordinance No. 3310 codified the updated duties to be consistent with Resolution 2038

Mayor Massey clarified that the City Administrator does not have authority to sell real property. Under Ordinance No. 3310 and St. Helens Municipal Code 2.12, City Council must authorize the City Administrator before the City purchases and sells real property, though the authorization may include allowing final negotiations in substantial accordance with approved terms.

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

- Steve Toschi. Expressed concern about water rights related to the Arcadia project and contracts put out for public review. He stated the City claims rights to pull 40 million gallons per day from

the Willamette River/Columbia River channel. Toschi questioned whether these water rights are attached to the property being sold to Arcadia and emphasized that the City should ensure water rights are excluded from the deed to Arcadia. He noted the contract currently states the City will provide a license for 20 million gallons a day and an easement for access to the pump station.

- Leslie Wilson. Discussed her concerns regarding the Sand Island ferry. She explained that initially there was a free ferry service to Sand Island, but later residents were told they could only use the ferry if they were campers. Wilson expressed frustration that citizens of St. Helens who pay taxes can't use the ferry to access Sand Island unless they're camping there.

- Patrick Birkle. Followed up on the Sand Island discussion, noting he recently visited the island and had concerns about the relationship between the Sand Island Campground and the City, particularly regarding the City's oversight of the campground in light of development there. He also mentioned the upcoming compensation package discussion on the agenda, suggesting the importance of clarifying what "compensation for food for family, relatives, household members" actually means.

- Steve Topaz. Mentioned that he and Art had met with Mayor Massey and City Administrator Walsh about problems with the lagoon and thanked them for providing electronic copies of the minutes. He and Art have been involved with issues of moving Portland Harbor toxic waste to the lagoon since 2014, with a presentation scheduled for October 1.

- Brady Preheim. Discussed Sand Island and concerns about policing on the island, noting that there have been incidents and the City needs to address how police would respond. He also complained about construction quality issues with the waterfront project, including cracking sidewalks with poor-quality patches, lighting that doesn't work and has been broken for three weeks, and inconsistent design elements.

## DISCUSSION TOPICS

### 2. Employee Length of Service Recognition - Dan Dieter for 10 Years

Mayor Massey recognized Dan Dieter for his 10 years of service as a Library Assistant. Library Director Bishop shared that Dieter was the City Employee of the Year in 2017 and described how popular he is with library patrons. She noted that children come in hoping he'll tell them jokes, and he helps adults find the right books. Bishop praised his mentorship of newer employees, deep knowledge of the library, and talent for finding cost-effective solutions.

Council presented Dan with a certificate and took photos with him and Director Bishop. Library staff also took the opportunity to promote National Library Card Sign-up Month, with Mayor Massey scheduled to sign a proclamation at the regular session.

### 3. Quarterly Reports from City Departments/Divisions (Informational)

Council reviewed the Police Department quarterly report. Council President Chilton commented positively on the community engagement activities mentioned in the report, particularly at Avamere, and welcomed two new officers to the department.

Mayor Massey discussed the need for a police staffing study, noting the last one was done in 2012. She asked for Council consensus to pursue a new staffing study to understand appropriate staffing levels based on current population. Police Chief Smith mentioned being down three positions with three conditional offers out, and operationally down five positions, with a goal of having 15 sworn officers back

to patrol by the second quarter of next year. Smith indicated he has contacts at the Hatfield School of Government who could assist with a staffing study.

Regarding the library report, Council President Chilton expressed excitement about the upcoming genealogy conference and the expansion of the makerspace. Mayor Massey highlighted the Columbia County Genealogy Conference scheduled for September 2025, featuring nationally recognized presenters, with participation available via Zoom or in person.

### 4. Annual Report from the St. Helens Senior Center - *Senior Center Manager Dinae Monro*

Senior Center Manager Dinae Monro presented the annual report for the St. Helens Senior Center. She detailed significant changes over the past year, including:

- The Center faced financial difficulties that led to handing back responsibility for the meals program to Community Action Team (CAT)
- Most staff members were laid off, going from 6-7 paid staff to currently only Monro and two CAT-funded kitchen staff
- The Board transitioned from an advisory to a working Board with almost complete turnover
- The Center is financially breaking even thanks to revenue from Top Notch Thrift Store
- The Center relies heavily on approximately 256 registered volunteers

Monro emphasized the Center's critical role in providing meals, with about 200 meals distributed daily and coverage of 60% of all home-delivered meals in Columbia County. The Center serves areas from north of Deer Island to Yankton and south to Rocky Point, occasionally including parts of Multnomah County.

Key services provided include:

- Daily activities (exercise classes, art classes, tai chi, billiards, cards)
- Food pantry
- Medical equipment lending program (wheelchairs, walkers, etc.)
- Personal care products

Monro highlighted three ways the public can help:

- Financial donations
- Volunteering time (especially for meal routes)
- In-kind donations (food, garden produce)

She noted that food costs have increased by 27%, creating challenges with feeding 200 people daily. Monro mentioned that within the next few years, one in five people in Columbia County will be seniors.

Mayor Massey and Council President Chilton expressed appreciation for Monro's presentation and the stabilization of the center after recent difficulties and encouraged her to share this report with surrounding jurisdictions and increase marketing to share needs.

### 5. Discussion regarding the Relationship between St. Helens Sand Island Campground LLC and the City - *City Administrator John Walsh and Brad Hendrickson*

City Administrator Walsh explained that in 2019, the City entered a 10-year agreement with Sand Island Campground LLC to maintain the island, which previously had been serviced by the City with minimal maintenance.

Brad Hendrickson explained why the free shuttle service to Sand Island ended. Initially, the campground provided a free shuttle to the island, but after complaints to the Coast Guard, they were told all boat captains needed pilot's licenses. This requirement made it difficult to staff the shuttle seven days a week, leading to limited operation Thursday through Sunday primarily for campers.

Council raised questions about several aspects of the agreement:

- Whether day visitors can use the shuttle (Hendrickson indicated they currently cannot)
- The requirement for a camp host to live on the island (Hendrickson explained the host was moved due to safety concerns and physical abuse approximately two years ago)
- The number of parking spaces available for island visitors (six designated spots for 80 campsites)
- Policing and safety on the island

Council agreed to send questions to Walsh for he, Wigod, and Smith to review along with the lease agreement and prepare for further discussion at the October 15 Council meeting.

### 6. 13 Nights on the River Public Voting Process for Levitt Grant in Partnership with St. Helens Main Street Alliance - *Communications Officer Crystal King*

Erin Salisbury from St. Helens Main Street Alliance and Communications Officer Crystal King presented on the Levitt Grant application for 13 Nights on the River. The City has made the first cut from over 300 applications nationwide and is now in a pool of 100 applicants. Public voting will open on Friday, September 5 and run through September 15 to determine if St. Helens makes it to the next round of 50 finalists.

If awarded, the grant would provide $40,000 per year for three years, effectively doubling the budget for 13 Nights on the River. This would allow for higher-quality musical acts, improved infrastructure, and better value for sponsors. Salisbury emphasized that Main Street is not trying to take over 13 Nights but is partnering to bring more resources to the event.

Communications Officer King outlined the promotional strategy, which includes:

- Press releases to local media
- Social media content for Facebook, Instagram, and X
- Special newsletter to be sent out when voting opens
- Outreach to partner agencies (Main Street, CET, Keep It Local, Chamber of Commerce)
- Posters and postcards for distribution

Salisbury noted that St. Helens is one of only five Pacific Northwest cities in contention (along with Applegate, Oregon; Olympia, Washington; and two Idaho cities) and encouraged widespread sharing of the voting information.

### 7. Review Transfer of Jurisdiction for Portions of Gable Road, Columbia Boulevard, and Bachelor Flat Road - *Engineering Manager Sharon Darroux and City Planner Jacob Graichen*

City Planner Graichen and Engineering Manager Darroux presented on the transfer of certain County roads to City jurisdiction. Graichen explained that as the city grows, road jurisdiction changes, with the last major transfer occurring in 2002.

The roads being transferred include:

- Gable Road from Highway 30 to Columbia Boulevard
- Columbia Boulevard
- Bachelor Flat Road (approximately 125 feet west of Whitetail Avenue)

Darroux detailed the condition of each road and improvements needed before transfer:

- Gable Road: Minor repairs needed to an ADA ramp, catch basin lid, and storm drain manhole
- Columbia Boulevard: No repairs required
- Bachelor Flat Road: Paving required, sidewalk panel repair, and addressing a transition at the end of sidewalk

The transfer process involves:

- County filing notice and holding a public hearing
- Creation of an Intergovernmental Agreement (IGA)
- County completing required improvements
- City accepting improvements
- City creating an ordinance to finalize the transfer

Benefits of the transfer include more coordinated planning and maintenance, with the City assuming responsibility for permits, maintenance, snow removal, and signage after the transfer.

**8. Review of Erosion Prevention and Sediment Control Code Revisions - *Engineering Manager Sharon Darroux***

Engineering Manager Sharon Darroux presented updates to the Erosion Prevention and Sediment Control Code. Key changes include:

- Increasing the trigger for the main permit from 1,000 to 5,000 square feet of ground disturbance
- Maintaining the 50-foot buffer for water and wetland protection
- Adding a tiered approach for plan requirements based on site size:
    - Small sites (5,000-10,000 sq ft): Hand sketch acceptable
    - Medium sites (10,001 sq ft to 0.5 acres): Plan drawn to scale with more detail
    - Large sites (0.5 to 1 acre): More detailed plan with post-stabilization elements
    - Sites over 1 acre: DEQ 1200-C permit can serve as City permit

Exemptions include ground-disturbing activities under 5,000 square feet and general landscaping and gardening projects.

**9. Staff Report for 2025 Storm Cleaning & CCTV Project (Informational Only)**

Engineering Manager Darroux briefly mentioned the Storm Cleaning and CCTV Project bid was favorable. No detailed discussion occurred on this informational item.

**10. Completion of Purchase & Sale of 1300 Kaster Road to Arcadia Paper Mills, LLC - *City Administrator John Walsh***

City Administrator Walsh explained that about a year ago, the Council entered into a purchase and sale agreement with Arcadia Paper Mills. The current agenda item involves approving Amendment Number 2 to the purchase and sale agreement and authorizing the City Administrator to finalize the transaction.

Council members questioned whether water rights were being transferred. Contracted City Attorney Wigod confirmed that the City is not selling its water rights but is providing a license to use the water rights. Council members indicated this was consistent with their understanding that the City would retain the water rights.

The details of Amendment Number 2 were to be reviewed in more detail before the regular session where the vote would take place.

**11. Review Proposed Amendments to Police Sergeant Job Description - *Police Chief Matt Smith***

Police Chief Smith presented proposed updates to the Police Sergeant job description. The changes include:

- Removing preference to hold the rank of corporal (as this rank no longer exists)
- Increasing minimum experience from five years to eight years
- Reducing certification requirements to basic police certification with a preference for advanced certification

Chief Smith explained that the advanced certificate is a combination of experience, training hours, and/or education issued through the Department of Public Safety Standards and Training.

**12. Review Resolutions Establishing Official Compensation Package for Mayor, Councilors, and Employees - *City Attorney Ashley Wigod***

Contracted City Attorney Wigod presented four resolutions addressing compensation packages following a recent Oregon Government Ethics Commission advisory opinion that meals or nominal items provided to staff or elected officials are a form of compensation and must be expressly authorized.

The resolutions formalize existing practices such as providing meals during meetings or refreshments at city events. Four separate resolutions are necessary because elected officials cannot vote on their own compensation:

1. Resolution for the Mayor's compensation (other councilors vote)
2. Resolution for Councilors Gundersen and Sundeen (Mayor and other councilors vote)
3. Resolution for Councilors Chilton and Hubbard (Mayor and other councilors vote)
4. Resolution for staff compensation

Wigod emphasized that these resolutions are intended to continue existing practices, not expand compensation.

**13. Discussion Regarding Oregon Association Chiefs of Police Agency Review - *City Attorney Ashley Wigod***

Contracted City Attorney Wigod explained that during the recent police chief recruitment process, the Oregon Association of Chiefs of Police (OACP) recommended an agency review as part of the transition to a new chief. The review would provide:

- Professional assessment of police operations and management systems
- Networking opportunities
- Mentorship
- Management and leadership tools

The review typically takes up to a year, allowing time for processes to be updated and tested. The estimated cost is approximately $500.

Police Chief Smith expressed strong support for the review and also mentioned a paid mentorship program offered by former Chief Jim Ferraris, who conducted Smith's background investigation. Smith noted that mentorship would be particularly valuable during his first year as chief.

Council members expressed support for both the agency review and exploring the mentorship opportunity, requesting more information about the mentorship costs for the next meeting.

**14. Report from City Administrator John Walsh**

- Joint City Council and Planning Commission meeting on September 10
- Provided a brief update on the waterfront project punch list items in response to earlier public comments:
    - Contractors have been working on cracked sections of sidewalk
    - Issues with light poles on seat walls that cause immediate cracking are being addressed
    - Bollard lighting has been vandalized twice and needs replacement
    - Contractors are proposing to extend their warranty from two years to five years

Mayor Massey requested that the punch list items be presented at the next meeting and asked about progress on the nuisance ordinance, which City Attorney Wigod confirmed is in process.

**ADJOURN – 5:09 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** **September 3, 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

◆

At 5:16 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.

- **Deliberations with persons appointed to carry out Labor Negotiations,** under **ORS 192.660(2)(d)**
  - Update on labor negotiations with the AFSCME general employees' union.

- **Real Property Transactions,** under **ORS 192.660(2)(e)**
  - Update on pending purchase of property at St. Helens Industrial Business Park by Arcadia Paper Mills.
  - Update on status of potential sale of a portion of the riverfront property to interested developer.

- **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).

- **Exempt Records/Confidential Attorney-Client Privileged Memo, under ORS 192.660(2)(f)**
  - Update on litigations regarding two public records requests.
  - Update on litigation with former Interim Police Chief Joe Hogue.

The Executive Session was adjourned at 6:06 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, September 03, 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
Jacob Graichen, City Planner
Ashley Wigod, Contracted City Attorney

**OTHERS**
Arthur
Chuck Leahy
Susie Wilson
Brady Preheim

**OPEN PUBLIC HEARING – 6:30 p.m.**

**TOPIC**

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

Contracted City Attorney Wigod explained the legal framework for the sale of real property under ORS 221.725. She noted that before a City Council sells real property, it must publish a notice stating the time and place of the public hearing, a description of the property, the proposed uses, and the reasons why the Council considers it necessary or convenient to sell the property. Wigod confirmed that the City Recorder had satisfied these notice requirements and explained that the nature of the proposed sale and general terms, including appraisal or market value evidence, must be fully disclosed at the public hearing.

**PUBLIC COMMENTS**

- Chuck Leahy, of Leahy Investments and Ken Leahy Construction addressed the Council. He explained that the property in question was previously landlocked and of little value until his company made improvements to the surrounding property, including public storm systems and sewer systems that benefited the women's shelter in the area. Leahy noted that when they purchased the surrounding property, it cost $1.60 per square foot and had issues with homeless camps, brush, and crime. He mentioned that the City property was "in the way" of potential development and that he had been working on developing the area since 2011.

- Susie Wilson, a realtor with Oregon First, added that they had been planning development for four years and were ready to proceed, with potential interested parties for the development.

City Planner Graichen presented maps and background information about the property. He displayed a brochure from 2013 showing the approximate location of the property, photos from 2018 and 2020, and maps illustrating how the City property is surrounded on three sides by Leahy Investments' property. Graichen noted that the area includes commercial development, with Burger King located just north of Howard Street. He explained that the Greystone Estate Subdivision created by Leahy included several residential lots (now fully developed) and two commercial lots adjacent to the City property. He confirmed the property is zoned for general commercial use, not residential.

Graichen detailed that in 2022, during a pre-application meeting, the developers had included this City property in their plans for a commercial development of approximately 20,000 square feet across four separate buildings, apparently unaware the City still owned it. He noted that while the subdivision had resolved access issues to the property, incorporating it into a larger commercial development would make the access concern irrelevant.

City Administrator Walsh explained that the proposed transaction was structured as a barter for sale. The City had conducted multiple appraisals of the land and also evaluated the fill material delivered to the site, including hauling, placement, and grading costs, determining that the fill material was of equal or greater value to the City. He confirmed there was no public use for the property, making it necessary and convenient for the City to sell it.

Councilor Hubbard expressed concern about ensuring the City received value in the soil exchange, emphasizing the need for structural fill quality. Mayor Massey echoed these concerns, questioning whether the soil was properly tested and validated as good quality structural fill free from contaminants and organics with appropriate compaction properties.

- Brady Preheim raised process concerns, referring to this as "the dirty dirt deal" and objecting to the fact that the dirt had already been delivered before the hearing and formal approval process was completed. He viewed this as procedurally backward and inappropriate.

Wigod suggested that the Council could approve the resolution conditionally, requiring Walsh confirm the quality and value of the fill material provided to the City. Mayor Massey agreed that this approach would allow them to proceed with the sale while ensuring proper due diligence regarding the quality of the dirt received.

Mayor Massey noted that Resolution No. 2051 regarding this property sale would be addressed at the Council Regular Session later that evening.

**CLOSE PUBLIC HEARING – 6:49 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Jennifer Massey, Mayor

# COUNCIL REGULAR SESSION

Wednesday, September 03, 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
Jacob Graichen, City Planner
Crystal King, Communications Officer
Suzanne Bishop, Library Director
Ashley Wigod, Contracted City Attorney
Matthew Smith, Police Chief
Doug Treat, Acting Police Lieutenant
Jose Castilleja, Police Sergeant
Evin Eustice, Police Seargeant
Kolten Edwards, Police Detective
Dylan Gaston, Police Officer
Jamin Coy, Police Officer
Terry Massey, Police Officer
Luke Marshall, Police Officer
Payton Rue, Police Officer
Jennifer Stratton, Police Officer

**OTHERS**

Arthur
Chuck Leahy
Susie Wilson
Brady Preheim
Nick Hellmich
Judge Nickolas Brajcich
Family and friends of Police Chief Smith
Craig Allen
Ron Houghtelling
Jared Houghtelling

**CALL REGULAR SESSION TO ORDER – 7:00 p.m.**

**PLEDGE OF ALLEGIANCE**

**SWEARING IN OF NEW POLICE CHIEF MATTHEW SMITH**

Circuit Court Judge Nickolas Brajcich administered the oath of office to Chief Smith.

Mayor Massey thanked Chief Smith's family for their support and for sharing his time with the City. Photographs were taken with the Chief, his family, the judge, and Council members.

**PROCLAMATION**

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

Mayor Massey read a proclamation declaring September 2025 as National Library Card Sign-Up Month, highlighting how libraries are foundational to education, imagination, and opportunity. The proclamation emphasized the St. Helens Public Library's role in providing equitable access to information, technology, and culture while supporting citizens in navigating life's challenges. Mayor Massey encouraged all residents to sign up for a library card and explore the endless possibilities it offers.

The Mayor also mentioned an upcoming Columbia County Genealogy Conference called "Many Lands, Many People" scheduled for September 20, which will feature nationally recognized presenters and will be available both in person and via Zoom.

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

- Brady Preheim. Commented on the Kelly Street property sale, stating he didn't oppose selling the property but objected to the process. He suggested the proper procedure would be to get the property appraised, sell it for cash, and then conduct an RFP if the City wanted to purchase dirt. He criticized the appearance of "dirt just showing up" without formal agreements. Preheim also commented on the Council compensation resolutions, suggesting the use of a citizen's advisory committee rather than having councilors vote on each other's compensation packages.

- Nick Hellmich. Spoke via Zoom, requesting the unredacted release of the Jim Band investigation to the public. He mentioned submitting public records requests for text messages between Council members, warned against deleting messages, and announced creating a community public freedom of information act fund. He also noted that blocking citizens from official mayoral social media accounts could violate First Amendment rights according to recent Supreme Court decisions.

**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

Council President Chilton noted that previous discussions centered on ensuring the structural fill material received as compensation was both usable and of appropriate value. Contracted City Attorney Wigod explained that the City had conducted a public hearing earlier in the day where the property sale was discussed, including an appraisal showing the highest and best use would be selling to the adjacent property owner. The attorney clarified that the proposed compensation was structural fill material equivalent to or exceeding the appraised value.

Concerns had been raised about whether the structural fill material had been appropriately evaluated for both its value and environmental components. The Council expressed support for selling the property but wanted verification of the material's value and environmental compliance.

**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

Mayor Massey read Ordinance No. 3315 by title. **Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to adopt Ordinance No. 3315. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

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. **Motion:** Motion made by Council President Chilton and seconded by Councilor Sundeen to adopt Ordinance No. 3316. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

**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

Mayor Massey read Ordinance No. 3314 by title. The final reading will be held at the next meeting.

6. **Ordinance No. 3317**: An Ordinance to Annex and Designate the Zone of Certain Property at 58506 Kavanagh Street (Avenue)

Mayor Massey read Ordinance No. 3317 by title. The final reading will be held at the next meeting.

**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

Mayor Massey read Resolution No. 2051 by title. **Motion:** Motion made by Councilor Sundeen and seconded by Council President Chilton to adopt Resolution No. 2051 declaring the City-owned property on Kelly Street, Tax Map Lot Number 4N1W04-BB-03000 as surplus and authorizing the sale of the property in compliance with ORS 221.725, conditional on the City Administrator confirming that the fill dirt received as compensation meets the needs for structural fill and environmental regulations. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

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

Mayor Massey read Resolution No. 2053 by title.

Contracted City Attorney Wigod raised concerns about clarifying water rights aspects of the property sale to Arcadia Paper. Amendment No. 2 would extend the closing deadline to September 30, 2025, but recommended confirming details about water rights before proceeding.

Craig Allen, Mill Manager for Arcadia Paper, addressed the Council to clarify that the purchase sale agreement included 20 million gallons per day of water rights, splitting the 40-million-gallon allotment previously held by Boise White Paper and PCA. Council members and Allen discussed whether these were licenses to use the water or actual ownership of water rights.

Allen expressed concern about delays affecting their ability to close the transaction, noting that expiration of agreements with other agencies was causing complications that could impact plans to reopen the mill and bring jobs back to St. Helens.

Council President Chilton assured Allen that the City wants to proceed with the closing and ensure appropriate water rights are included.

**Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to approve Resolution No. 2053, authorizing Amendment No. 2 to the Purchase and Sale Agreement of the property at 13000 Kaster Road, tax account numbers 12329 and 13215, as amended by the City Attorney, related to paragraph eight, closing, and authorizing and directing the City Administrator to take appropriate steps to effectuate closing of the sale of property, with the additional condition that the City Administrator

receive confirmation from legal counsel that the City's water rights that are not expressly licensed to the buyer remain under City ownership and use.

It was pointed out that the address and one of the tax account numbers were incorrect in the motion.

**Vote:** Nay: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

**Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to approve Resolution No. 2053, authorizing Amendment No. 2 to the Purchase and Sale Agreement of the property at 1300 Kaster Road, tax account numbers 12349 and 13215, as amended by the City Attorney, related to paragraph eight, closing, and authorizing and directing the City Administrator to take appropriate steps to effectuate closing of the sale of property, with the additional condition that the City Administrator receive confirmation from legal counsel that the City's water rights that are not expressly licensed to the buyer remain under City ownership and use.

Wigod requested a brief recess to consult with the buyers to ensure both sides are understanding what is being approved.

After a brief recess to discuss the matter with the buyer, the Council returned with a revised motion.

**Vote:** Nay: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

**Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to approve Resolution No. 2053 authorizing Amendment No. 2 to the Purchase and Sale agreement of the property at 1300 Kaster Road, tax account numbers 13249 and 13215 related to paragraph eight closing until September 30, 2025, and authorizing and directing the City Administrator to take appropriate steps to close the sale of property with the additional condition that the City Administrator receive confirmation from legal counsel about the City's water rights. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

9. **Resolution No. 2054:** A Resolution Establishing an Official Compensation Package for the Mayor for Food, Beverages, and other City-Related Items

Mayor Massey read Resolution No. 2054 by title.

Mayor Massey declared an actual conflict of interest and abstained from voting.

**Motion:** Motion made by Councilor Sundeen and seconded by Council President Chilton to adopt Resolution No. 2054. **Vote:** Yea: Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen; Abstaining: Mayor Massey

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

Mayor Massey read Resolution No. 2055 by title.

Councilor Sundeen and Councilor Gundersen declared an actual conflict of interest and abstained from voting.

**Motion:** Motion made by Council President Chilton and seconded by Councilor Hubbard to adopt Resolution No. 2055. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Hubbard; Abstaining: Councilor Gundersen, Councilor Sundeen

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

Mayor Massey read Resolution No. 2056 by title.

Council President Chilton and Councilor Hubbard declared an actual conflict of interest and abstained from voting.

**Motion:** Motion made by Councilor Gundersen and seconded by Councilor Sundeen to adopt Resolution No. 2056. **Vote:** Yea: Mayor Massey, Councilor Gundersen, Councilor Sundeen; Abstaining: Council President Chilton, Councilor Hubbard

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

Mayor Massey read Resolution No. 2057 by title. **Motion:** Motion made by Councilor Sundeen and seconded by Councilor Gundersen to adopt Resolution No. 2057. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

**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

**Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to approve '13' above. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

**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

**Motion:** Motion made by Councilor Sundeen and seconded by Councilor Gundersen to approve '14' above. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

**APPOINTMENTS TO BOARDS AND COMMISSIONS**

15. Appoint Kelsey Knutson to the Library Board

Delayed until next meeting due to error in recommendation motion.

**CONSENT AGENDA FOR ACCEPTANCE**

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

**Motion:** Motion made by Councilor Sundeen and seconded by Council President Chilton to approve '16' above. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

**CONSENT AGENDA FOR APPROVAL**

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

**Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to approve '17' through '19' above. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

**WORK SESSION ACTION ITEMS**

**Oregon Association Chiefs of Police Agency Review Program**

**Motion:** Motion made by Council President Chilton and seconded by Councilor Sundeen to direct the City Administrator and the Chief of Police to engage the Oregon Association Chiefs of Police to perform an Agency Review of the St. Helens Police Department and report back within one year about the outcome.

Clarification about the one-year timeline. The report would need to be received within a year of it being completed.

**Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

**COUNCIL MEMBER REPORTS**

Councilor Sundeen reported…

- Nothing to report.

Council President Chilton reported…

- Reported on the 911 Board meeting where serious issues with the current radio system for first responders were noted, impacting communication and safety.
- Mentioned Spirit of Halloweentown preparations, including plans for celebrity guests, and updates to the gift shop and haunted house.
- Announced the upcoming Senior Health Fair on Tuesday at Columbia River Foursquare Church, scheduled from 10:00 a.m. to 3 p.m.
- Expressed hope for a positive school year experience for local students.

Councilor Hubbard reported…

- Nothing to report.

Councilor Gundersen reported…

- Nothing to report.

**MAYOR MASSEY REPORTS**

- Expressed gratitude for City staff, highlighting City Recorder Payne's nomination for Recorder of the Year in Oregon. Unfortunately, she was not selected.
- Discussed the Levitt Grant being pursued by Main Street, which could add $40,000 annually to the 13 Nights on the River event budget. Voting for the grant takes places September 5-15.
- The Library is hosting the Columbia County Genealogy Conference called "Many Lands, Many People" scheduled for September 20, featuring national presenters and available both in person and via Zoom. Preregistration is requested but not required, and participants can register online or directly at the library.

**PROACTIVE ITEMS**

**OTHER BUSINESS**

**ADJOURN – 8:07 p.m.**

Respectfully transcribed by ClerkMinutes and submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Jennifer Massey, Mayor

# ~~Parks and~~ Recreation Manager ~~(Director?)~~

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

## POSITION SUMMARY

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

## SUPERVISION RECEIVED

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

## SUPERVISION EXERCISED

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

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

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

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

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

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

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## MINIMUM QUALIFICATIONS

**EDUCATION AND EXPERIENCE**

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

**KNOWLEDGE, SKILLS, AND ABILITIES**

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

a. ~~Prepare reports and recommendations.~~

## KNOWLEDGE, SKILLS, AND ABILITIES

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

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b.

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

c.

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

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**SPECIAL REQUIREMENTS**

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

## TOOLS AND EQUIPMENT USED

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

## PHYSICAL DEMANDS

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

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

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

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

## WORK ENVIRONMENT

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

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

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**Commented [KP1]:** Is this paragraph really true?

## EMPLOYEE ACKNOWLEDGMENT

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

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

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

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

**Signatures:**

_____ _____

~~Parks and~~ Recreation Manager Date

Print Name:_____

_____ _____

City Administrator Date

# City of St. Helens
# Declare Surplus Property
## City Council Meeting
## September 17, 2025

If approved, the following items will be disposed of per St. Helens Municipal Code Chapter 2.04.

## Police Department

- 2017 FORD EDGE VIN # 1FM5K8AC6PGA80182
- 2017 FORD EDGE VIN # 2FMPK4G97HBB82208
- 2008 CHEVY 1500 VIN # 1GCEK19048Z148863
- 2010 CHEVY TAHOE VIN # 1GNMCAE00AR138732



St. Helens, OR

# Expense Approval Register

Packet: APPKT01365 - AP 9.5.25

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| **Fund: 100 - GENERAL FUND** | | | | | |
| STEVEN LESKIN | 00490 | 09/04/2025 | COURT ATTORNEY FEES | 100-704-52019 | 3,000.00 |
| CARDINAL SERVICES INC | 028870 | 09/04/2025 | TEMPORARY EMPLOYMENT | 100-705-52023 | 267.66 |
| CARDINAL SERVICES INC | 028870 | 09/04/2025 | TEMPORARY EMPLOYMENT | 100-706-52023 | 500.41 |
| CARDINAL SERVICES INC | 028870 | 09/04/2025 | TEMPORARY EMPLOYMENT | 100-708-52023 | 46.55 |
| CARDINAL SERVICES INC | 028870 | 09/04/2025 | TEMPORARY EMPLOYMENT | 100-709-52023 | 69.83 |
| CARDINAL SERVICES INC | 028870 | 09/04/2025 | TEMPORARY EMPLOYMENT | 100-715-52023 | 476.00 |
| DRAKES TOWING AND RECO... | 06.17.25 | 09/04/2025 | CITY OF ST HELENS- PACIFIC ... | 100-705-52019 | 160.00 |
| DRAKES TOWING AND RECO... | 07.10.25 | 09/04/2025 | SHPD "GASTON" | 100-705-52019 | 187.00 |
| PATH POINT MERCHANT SER... | 08.01.25-08.31.25 3040 | 09/04/2025 | GENERAL SERVICE MERCHAN... | 100-707-52020 | 314.03 |
| PATH POINT MERCHANT SER... | 08.01.25-08.31.25 4520 | 09/04/2025 | UTILITY BILLING MERCHANT ... | 100-707-52020 | 3,908.03 |
| COMCAST | 08.21.25 | 09/04/2025 | COMCAST CABLE 877810899... | 100-712-52003 | 2,156.41 |
| DAHLGREN'S DO IT BEST BUI... | 08.25.25 10026 | 09/04/2025 | BUILDING SUPPLIES ACCT 10... | 100-708-52001 | 33.96 |
| DAHLGREN'S DO IT BEST BUI... | 08.25.25 10026 | 09/04/2025 | BUILDING SUPPLIES ACCT 10... | 100-708-52023 | 103.48 |
| DAHLGREN'S DO IT BEST BUI... | 08.25.25 10026 | 09/04/2025 | BUILDING SUPPLIES ACCT 10... | 100-715-52023 | 19.98 |
| CENTURY LINK | 08.26.25 2307 | 09/04/2025 | 966B | 100-712-52010 | 338.14 |
| SUNSET AUTO PARTS INC - N... | 08.31.25 | 09/04/2025 | AUTO PARTS ACCT 6355 | 100-705-52098 | 325.01 |
| SUNSET AUTO PARTS INC - N... | 08.31.25 | 09/04/2025 | AUTO PARTS ACCT 6355 | 100-708-52001 | 24.96 |
| HUDSON GARBAGE SERVICE | 09.01.25 | 09/04/2025 | 2046-1287547 INV 15458614... | 100-705-52023 | 130.50 |
| HUDSON GARBAGE SERVICE | 09.01.25 | 09/04/2025 | 2046-71910892 INV 154589... | 100-705-52023 | 14.20 |
| HUDSON GARBAGE SERVICE | 09.01.25 | 09/04/2025 | INV 15458424S046 2046-100... | 100-706-52003 | 102.40 |
| HUDSON GARBAGE SERVICE | 09.01.25 | 09/04/2025 | 2046-1287598 INV 15458616... | 100-708-52023 | 1,205.10 |
| HUDSON GARBAGE SERVICE | 09.01.25 | 09/04/2025 | 2046-1287636 INV 15458618... | 100-708-52023 | 223.60 |
| HUDSON GARBAGE SERVICE | 09.01.25 | 09/04/2025 | 2046-71905273 INV 154590... | 100-709-52023 | 85.00 |
| HUDSON GARBAGE SERVICE | 09.01.25 | 09/04/2025 | 2046-1287601 INV 15458617... | 100-715-52023 | 275.60 |
| HUDSON GARBAGE SERVICE | 09.01.25 | 09/04/2025 | 2046-1287539 INV 15458613... | 100-715-52023 | 252.10 |
| ERSKINE LAW PRACTICE LLC | 09.02.25 | 09/04/2025 | CITY PROSECUTOR AUGUST ... | 100-704-52019 | 6,970.94 |
| JOAN YOUNGBERG | 09.02.25 | 09/04/2025 | RECREATION CLASS | 100-709-52028 | 752.50 |
| ST. HELENS HIGH SCHOOL | 09.02.25 | 09/04/2025 | JULY HIGH SCHOOL BASKETB... | 100-709-52028 | 1,714.30 |
| WILCOX | 0970191-IN | 09/04/2025 | FUEL PARKS DEPT | 100-708-52022 | 965.73 |
| OREGON PATROL SERVICE | 11443 | 09/04/2025 | COURT SERVICES | 100-704-52019 | 1,117.60 |
| SUNSET EQUIPMENT | 115232 | 09/04/2025 | KILLZALL | 100-708-52001 | 105.55 |
| NATIONAL TESTING NETWO... | 20336 | 09/04/2025 | 5 YEAR NTN MEMBERSHIP | 100-702-52014 | 350.00 |
| CHAVES CONSULTING INC | 215488 | 09/04/2025 | MONTHLY USER FEE PER USE... | 100-702-52019 | 194.35 |
| ALLSTREAM | 21766213 | 09/04/2025 | ALLSTREAM PHONE ACCT 75... | 100-712-52010 | 213.82 |
| STEVEN R SCHARFSTEIN | 247 | 09/04/2025 | COURT ATTORNEY FEES | 100-704-52019 | 3,000.00 |
| COMCAST BUSINESS | 250544885 | 09/04/2025 | FIBER INTERNET ACCT 93457... | 100-712-52003 | 4,976.06 |
| ORKIN | 282588807 | 09/04/2025 | 265 STRAND PEST SERVICE CI... | 100-715-52023 | 209.00 |
| VERIZON | 6121561521 | 09/04/2025 | JOHN WALSH | 100-701-52001 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | CRYSTAL KING 0621 | 100-701-52010 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | JOHN WALSH 9898 | 100-701-52010 | 40.81 |
| VERIZON | 6121561521 | 09/04/2025 | HOT SPOT- 8190 | 100-701-52010 | 47.10 |
| VERIZON | 6121561521 | 09/04/2025 | JESSICA CHILTON | 100-703-52001 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | BRANDON SUNDEEN 1179 | 100-703-52001 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | JENNIFER MASSEY 1992 | 100-703-52001 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | RUSSELL HUBBARD 1907 | 100-703-52001 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | MARK GUNDERSEN 1908 | 100-703-52001 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | PD JETPACK1 8886 | 100-705-52010 | 40.81 |
| VERIZON | 6121561521 | 09/04/2025 | PD JETPACK2 8538 | 100-705-52010 | 40.81 |
| VERIZON | 6121561521 | 09/04/2025 | SUZANNE BISHOP 1313 | 100-706-52003 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | GLORI BUTSCH HOT SPOT | 100-707-52001 | 40.81 |
| VERIZON | 6121561521 | 09/04/2025 | GLORIA BUTSCH 1986 | 100-707-52001 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | TORY SHELBY 6366 | 100-708-52010 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | CAMERON PAGE 5027 | 100-708-52010 | 38.24 |

**Expense Approval Register** **Packet: APPKT0**

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| VERIZON | 6121561521 | 09/04/2025 | RECREATION iPHONE 1068 | 100-709-52010 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | REC PHONE 5093 | 100-709-52010 | 39.11 |
| VERIZON | 6121561521 | 09/04/2025 | RECREATION CENTER 2566 | 100-709-52010 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | RECREATION 1108 | 100-709-52010 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | MIKE DEROIA 2686 | 100-711-52010 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | BUILDING DEPARTMENT IPAD.. | 100-711-52010 | 40.81 |
| VERIZON | 6121561521 | 09/04/2025 | DARIN COX 1016 | 100-712-52010 | 38.24 |
| SKYHAWKS SPORTS LLC | 63872 | 09/04/2025 | BASEBALL CAMP | 100-709-52028 | 818.30 |
| AMY LINDGREN LAW LLC | 696 | 09/04/2025 | JUDICIAL SERVICES | 100-704-52019 | 5,750.00 |
| CINTAS | 8407723109 | 09/04/2025 | PARKS FIRST AID CABINET SE... | 100-708-52001 | 219.47 |
| NET ASSETS CORPORATION | 95-202508 | 09/04/2025 | ESCROW TITLE SERVICES | 100-707-52019 | 395.00 |
| METRO PRESORT | IN680288 | 09/04/2025 | UB BILL PRINTING -POSTAGE | 100-707-52009 | 383.65 |
| METRO PRESORT | IN680288 | 09/04/2025 | UB BILL PRINTING | 100-707-52019 | 134.48 |
| L.N CURTIS AND SONS | INV972897 | 09/04/2025 | POLICE UNIFORMS | 100-705-52002 | 415.00 |
| L.N CURTIS AND SONS | INV973427 | 09/04/2025 | POLICE UNIFORMS | 100-705-52002 | 225.00 |
| L.N CURTIS AND SONS | INV983523 | 09/04/2025 | POLICE UNIFORMS | 100-705-52002 | 35.99 |
| | | | | **Fund 100 - GENERAL FUND Total:** | **44,068.79** |
| **Fund: 202 - COMMUNITY DEVELOPMENT** | | | | | |
| PORTLAND GENERAL ELECTR... | 07.29.25-08.27.25 6248 | 09/04/2025 | 2236086248 MILL 1300 KAST... | 202-722-52003 | 34,907.78 |
| MASON BRUCE & GIRARD INC | 37169 | 09/04/2025 | PROJECT 010784-ST HELENS... | 202-724-52019 | 5,102.57 |
| | | | | **Fund 202 - COMMUNITY DEVELOPMENT Total:** | **40,010.35** |
| **Fund: 203 - COMMUNITY ENHANCEMENT** | | | | | |
| CARDINAL SERVICES INC | 028870 | 09/04/2025 | TEMPORARY EMPLOYMENT | 203-709-52140 | 2,511.24 |
| | | | | **Fund 203 - COMMUNITY ENHANCEMENT Total:** | **2,511.24** |
| **Fund: 601 - WATER** | | | | | |
| DAHLGREN'S DO IT BEST BUI... | 08.25.25 10026 | 09/04/2025 | BUILDING SUPPLIES ACCT 10... | 601-731-52001 | 345.43 |
| SUNSET AUTO PARTS INC - N... | 08.31.25 | 09/04/2025 | AUTO PARTS ACCT 6355 | 601-731-52001 | 19.74 |
| SUNSET EQUIPMENT | 115325 | 09/04/2025 | PARTS | 601-731-52001 | 20.97 |
| EAGLE STAR ROCK PRODUCTS.. | 407786 | 09/04/2025 | ROCK-CITY SHOPS | 601-731-52001 | 236.98 |
| PACIFIC NORTHERN ENVIRO... | 50367 | 09/04/2025 | CHLORINE ANALYZER INSTALL | 601-732-52019 | 563.00 |
| VERIZON | 6121561521 | 09/04/2025 | JOHN DEWEY 1914 | 601-732-52010 | 38.24 |
| AIRGAS INC | 9163767107 | 09/04/2025 | CYLINDER RETNAL | 601-731-52001 | 210.54 |
| AIRGAS INC | 9163767112 | 09/04/2025 | CYLINDER RETNAL | 601-731-52001 | 83.16 |
| LAWRENCE OIL COMPANY | CFSI-29154 | 09/04/2025 | 247752 WATER | 601-732-52022 | 62.89 |
| CORE & MAIN | X545319 | 09/04/2025 | MATERIALS | 601-731-52001 | 175.58 |
| CORE & MAIN | X552016 | 09/04/2025 | MATERIALS | 601-731-52001 | 692.64 |
| CORE & MAIN | X562117 | 09/04/2025 | MATERIALS | 601-731-52001 | 201.00 |
| | | | | **Fund 601 - WATER Total:** | **2,650.17** |
| **Fund: 603 - SEWER** | | | | | |
| UNITED FIRE INC | 00188113 | 09/04/2025 | WASTEWATER ANNUAL FIRE... | 603-736-52019 | 300.30 |
| UNITED FIRE INC | 00188113 | 09/04/2025 | WASTEWATER ANNUAL FIRE... | 603-737-52019 | 300.30 |
| CARDINAL SERVICES INC | 028870 | 09/04/2025 | TEMPORARY EMPLOYMENT | 603-736-52023 | 34.91 |
| CARDINAL SERVICES INC | 028870 | 09/04/2025 | TEMPORARY EMPLOYMENT | 603-737-52023 | 34.92 |
| HUDSON GARBAGE SERVICE | 09.01.25 | 09/04/2025 | 2046-1008333 INV 15458505... | 603-736-52023 | 305.30 |
| HUDSON GARBAGE SERVICE | 09.01.25 | 09/04/2025 | 2046-1008333 INV 15458505... | 603-737-52023 | 305.30 |
| COLUMBIA RIVER PUD | 09.02.25 38633 | 09/04/2025 | 38633 594 S 9 ST POWER | 603-737-52003 | 20,946.12 |
| CITY OF PORTLAND | 10513274 | 09/04/2025 | LAB SERVICES | 603-736-52064 | 1,359.25 |
| CITY OF PORTLAND | 10513274 | 09/04/2025 | LAB SERVICES | 603-737-52064 | 4,077.75 |
| ALLSTREAM | 21766213 | 09/04/2025 | ALLSTREAM PHONE ACCT 75... | 603-736-52010 | 106.91 |
| ALLSTREAM | 21766213 | 09/04/2025 | ALLSTREAM PHONE ACCT 75... | 603-737-52010 | 106.91 |
| VERIZON | 6121561521 | 09/04/2025 | TYLER HILLS 6492 | 603-736-52010 | 19.12 |
| VERIZON | 6121561521 | 09/04/2025 | SAM ORTIZ 1801 | 603-736-52010 | 19.12 |
| VERIZON | 6121561521 | 09/04/2025 | AARON KUNDERS 6376 | 603-736-52010 | 19.12 |
| VERIZON | 6121561521 | 09/04/2025 | AARON KUNDERS 6376 | 603-737-52010 | 19.12 |
| VERIZON | 6121561521 | 09/04/2025 | TYLER HILLS 6492 | 603-737-52010 | 19.12 |
| VERIZON | 6121561521 | 09/04/2025 | SAM ORTIZ 1801 | 603-737-52010 | 19.12 |
| | | | | **Fund 603 - SEWER Total:** | **27,992.69** |
| **Fund: 703 - PW OPERATIONS** | | | | | |
| LAWRENCE OIL COMPANY | 066393 | 09/04/2025 | 247750 PUBLIC WORKS | 703-734-52022 | 424.27 |

**Expense Approval Register** **Packet: APPKT0**

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| DAHLGREN'S DO IT BEST BUI... | 08.25.25 10026 | 09/04/2025 | BUILDING SUPPLIES ACCT 10... | 703-734-52001 | 23.96 |
| SUNSET AUTO PARTS INC - N... | 08.31.25 | 09/04/2025 | AUTO PARTS ACCT 6355 | 703-734-52001 | 38.48 |
| HUDSON GARBAGE SERVICE | 09.01.25 | 09/04/2025 | 2046-1287555 INV 15458615... | 703-734-52023 | 105.60 |
| OREGON OCCUPATIONAL M... | 134076 | 09/04/2025 | EXAM | 703-734-52019 | 109.65 |
| VERIZON | 6121561521 | 09/04/2025 | BASHAR 1971 | 703-733-52010 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | ENGINEERING 8524 | 703-733-52010 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | SHARON DARROUX 0813 | 703-733-52010 | 14.80 |
| VERIZON | 6121561521 | 09/04/2025 | PW CONSTRUCTION INSPEC... | 703-733-52010 | 40.81 |
| VERIZON | 6121561521 | 09/04/2025 | ALEX BIRD 2000 | 703-734-52010 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | PW UTILITY 2 9923 | 703-734-52010 | 40.81 |
| VERIZON | 6121561521 | 09/04/2025 | PW UTILITY 1 9922 | 703-734-52010 | 40.81 |
| VERIZON | 6121561521 | 09/04/2025 | SCOTT WILLIAMS 0621 | 703-734-52010 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | BASHAR AL-DAOMI I PAD | 703-734-52010 | 40.81 |
| VERIZON | 6121561521 | 09/04/2025 | ALEX BIRD 9081 | 703-734-52010 | 40.81 |
| VERIZON | 6121561521 | 09/04/2025 | CURT LEMONT 2217 | 703-734-52010 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | BUCK TUPPER 3371 | 703-734-52010 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | BRETT LONG 3607 | 703-734-52010 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | PW UTILITY 3 9924 | 703-734-52010 | 40.81 |
| VERIZON | 6121561521 | 09/04/2025 | RYAN POWERS 7116 | 703-734-52010 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | ETHAN STERLING 6282 | 703-734-52010 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | SCOTT HARRINGTON 8048 | 703-734-52010 | 23.85 |
| VERIZON | 6121561521 | 09/04/2025 | PW FACILITY MAINTENANCE ... | 703-734-52010 | 40.81 |
| VERIZON | 6121561521 | 09/04/2025 | JULIAN ZIRKLE 629 | 703-734-52010 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | PUBLIC WORKS 8523 | 703-734-52010 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | PW OPERATIONS 3856 | 703-734-52010 | 40.81 |
| VERIZON | 6121561521 | 09/04/2025 | MOUHAMAD ZAHER 3068 | 703-734-52010 | 26.42 |
| VERIZON | 6121561521 | 09/04/2025 | PW ENGINEERING 0940 | 703-734-52010 | 40.81 |
| VERIZON | 6121561521 | 09/04/2025 | ROGER STAUFFER 9662 | 703-734-52010 | 38.24 |
| VERIZON | 6121561521 | 09/04/2025 | PW SPARE 4 8741 | 703-734-52010 | 40.81 |
| CINTAS | 8407723108 | 09/04/2025 | FIRST AID CABINET SERVICE | 703-734-52019 | 173.86 |
| LAWRENCE OIL COMPANY | CFSI-29154 | 09/04/2025 | 247748 PUBLIC WORKS | 703-734-52022 | 866.09 |
| | | | | **Fund 703 - PW OPERATIONS Total:** | **2,673.96** |
| | | | | **Grand Total:** | **119,907.20** |

## Fund Summary

| Fund | Expense Amount |
|---|---|
| 100 - GENERAL FUND | 44,068.79 |
| 202 - COMMUNITY DEVELOPMENT | 40,010.35 |
| 203 - COMMUNITY ENHANCEMENT | 2,511.24 |
| 601 - WATER | 2,650.17 |
| 603 - SEWER | 27,992.69 |
| 703 - PW OPERATIONS | 2,673.96 |
| **Grand Total:** | **119,907.20** |

## Account Summary

| Account Number | Account Name | Expense Amount |
|---|---|---|
| 100-701-52001 | Operating Supplies | 38.24 |
| 100-701-52010 | Telephone | 126.15 |
| 100-702-52014 | Recruiting | 350.00 |
| 100-702-52019 | Professional Services | 194.35 |
| 100-703-52001 | Operating Supplies | 191.20 |
| 100-704-52019 | Professional Services | 19,838.54 |
| 100-705-52002 | Personnel Uniforms Equ… | 675.99 |
| 100-705-52010 | Telephone | 81.62 |
| 100-705-52019 | Professional Services | 347.00 |
| 100-705-52023 | Facility Maintenance | 412.36 |
| 100-705-52098 | Enterprise Fleet Mainte… | 325.01 |
| 100-706-52003 | Utilities | 140.64 |
| 100-706-52023 | Facility Maintenance | 500.41 |
| 100-707-52001 | Operating Supplies | 79.05 |
| 100-707-52009 | Postage | 383.65 |
| 100-707-52019 | Professional Services | 529.48 |
| 100-707-52020 | Bank Service Fees | 4,222.06 |
| 100-708-52001 | Operating Supplies | 383.94 |
| 100-708-52010 | Telephone | 76.48 |
| 100-708-52022 | Fuel | 965.73 |
| 100-708-52023 | Facility Maintenance | 1,578.73 |
| 100-709-52010 | Telephone | 153.83 |
| 100-709-52023 | Facility Maintenance | 154.83 |
| 100-709-52028 | Projects & Programs | 3,285.10 |
| 100-711-52010 | Telephone | 79.05 |
| 100-712-52003 | Utilities | 7,132.47 |
| 100-712-52010 | Telephone | 590.20 |
| 100-715-52023 | Facility Maintenance | 1,232.68 |
| 202-722-52003 | Utilities | 34,907.78 |
| 202-724-52019 | Professional Services | 5,102.57 |
| 203-709-52140 | Contract Programs | 2,511.24 |
| 601-731-52001 | Operating Supplies | 1,986.04 |
| 601-732-52010 | Telephone | 38.24 |
| 601-732-52019 | Professional Services | 563.00 |
| 601-732-52022 | Fuel | 62.89 |
| 603-736-52010 | Telephone | 164.27 |
| 603-736-52019 | Professional Services | 300.30 |
| 603-736-52023 | Facility Maintenance | 340.21 |
| 603-736-52064 | Lab Testing | 1,359.25 |
| 603-737-52003 | Utilities | 20,946.12 |
| 603-737-52010 | Telephone | 164.27 |
| 603-737-52019 | Professional Services | 300.30 |
| 603-737-52023 | Facility Maintenance | 340.22 |
| 603-737-52064 | Lab Testing | 4,077.75 |
| 703-733-52010 | Telephone | 132.09 |
| 703-734-52001 | Operating Supplies | 62.44 |
| 703-734-52010 | Telephone | 799.96 |
| 703-734-52019 | Professional Services | 283.51 |
| 703-734-52022 | Fuel | 1,290.36 |

## Account Summary

| Account Number | Account Name | Expense Amount |
|---|---|---|
| 703-734-52023 | Facility Maintenance | 105.60 |
| | **Grand Total:** | **119,907.20** |

## Project Account Summary

| Project Account Key | | Expense Amount |
|---|---|---|
| **None** | | 119,907.20 |
| | **Grand Total:** | **119,907.20** |

St. Helens, OR

# Expense Approval Register

Packet: APPKT01366 - Wauna AP 9.5.25

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| **Fund: 201 - VISITOR TOURISM** | | | | | |
| MASONIC BUILDING LLC | 09.03.25 | 09/04/2025 | LEASE PAYMENT 3RD QRT 20... | 201-000-52131 | 18,000.00 |
| | | | | **Fund 201 - VISITOR TOURISM Total:** | **18,000.00** |
| | | | | **Grand Total:** | **18,000.00** |

## Fund Summary

| Fund | Expense Amount |
|---|---|
| 201 - VISITOR TOURISM | 18,000.00 |
| **Grand Total:** | **18,000.00** |

## Account Summary

| Account Number | Account Name | Expense Amount |
|---|---|---|
| 201-000-52131 | Contracted Building Leas... | 18,000.00 |
| | **Grand Total:** | **18,000.00** |

## Project Account Summary

| Project Account Key | Expense Amount |
|---|---|
| **None** | 18,000.00 |
| **Grand Total:** | **18,000.00** |

St. Helens, OR

# Expense Approval Register

Packet: APPKT01367 - AP 9/12/25

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| **Fund: 100 - GENERAL FUND** | | | | | |
| MAILBOXES NORTHWEST | 09.02.25 | 09/10/2025 | POSTAGE 2801 ACCT 1 PD | 100-705-52001 | 37.72 |
| SHOE STRING COMMUNITY P... | 09.04.25 | 09/10/2025 | REFUND CLEANING DEPOSIT | 100-000-22000 | 450.00 |
| CORPORATION DIVISION | 09.09.25 | 09/10/2025 | TRADEMARK REGISTRY REN... | 100-715-52001 | 100.00 |
| HARDEN PSYCHOLOGICAL AS... | 09.10.25 | 09/10/2025 | PSYCHOLOGICAL TEST-M SM... | 100-705-52014 | 600.00 |
| CDR LABOR LAW LLC | 3604 | 09/10/2025 | CUTRIGHT ARBITRATIOM | 100-705-52019 | 13,795.15 |
| CDR LABOR LAW LLC | 3604 | 09/10/2025 | GENERAL LABOR | 100-715-52019 | 3,054.02 |
| STAPLES BUSINESS CREDIT | 7006595528 | 09/10/2025 | OFFICE SUPPLES | 100-704-52001 | 370.29 |
| STAPLES BUSINESS CREDIT | 7006595528 | 09/10/2025 | OFFICE SUPPLES | 100-707-52001 | 13.92 |
| STAPLES BUSINESS CREDIT | 7006595528 | 09/10/2025 | OFFICE SUPPLES | 100-711-52001 | 3.18 |
| STAPLES BUSINESS CREDIT | 7006595528 | 09/10/2025 | OFFICE SUPPLES | 100-715-52001 | 665.58 |
| CARDINAL SERVICES INC | 029192 | 09/11/2025 | TEMPORARY EMPLOYMENT | 100-705-52023 | 349.13 |
| CARDINAL SERVICES INC | 029192 | 09/11/2025 | TEMPORARY EMPLOYMENT | 100-706-52023 | 535.33 |
| CARDINAL SERVICES INC | 029192 | 09/11/2025 | TEMPORARY EMPLOYMENT | 100-708-52023 | 46.55 |
| CARDINAL SERVICES INC | 029192 | 09/11/2025 | TEMPORARY EMPLOYMENT | 100-709-52023 | 104.74 |
| CARDINAL SERVICES INC | 029192 | 09/11/2025 | TEMPORARY EMPLOYMENT | 100-715-52023 | 476.00 |
| VERIZON | 6122364567 | 09/11/2025 | CELL SERVICE ACCT 2420601... | 100-712-52010 | 170.02 |
| METRO PLANNING INC | 6720 | 09/11/2025 | WEB GIS | 100-710-52001 | 275.00 |
| CMG OREGON LLC | 689365 | 09/11/2025 | NOTICE OF PUBLIC HEARING:... | 100-702-52011 | 98.36 |
| GREYSTONE PARTNERS INC | INV202410032 | 09/11/2025 | TACTICAL | 100-705-52086 | 1,388.50 |
| DEPARTMENT OF TRANSPOR... | L0070155814 | 09/11/2025 | DMV SERVICES ACCT 61018 | 100-704-52019 | 3.00 |
| XPRESS SOLUTIONS INC | INV-XPR027654 | 09/04/2025 | CARD TRANSACTION FEES M... | 100-707-52020 | 3,149.54 |
| ACE HARDWARE - ST. HELENS | 08.31.25 60174 | 09/08/2025 | ACE MATERIALS ACCT 60174 | 100-715-52023 | 15.28 |
| ACE HARDWARE - ST. HELENS | 08.31.25 60176 | 09/08/2025 | MATERIALS ACE ACCT 60176 ... | 100-708-52001 | 25.77 |
| ACE HARDWARE - ST. HELENS | 08.31.25 60176 | 09/08/2025 | MATERIALS ACE ACCT 60176 ... | 100-708-52001 | -4.58 |
| ACE HARDWARE - ST. HELENS | 08.31.25 60176 | 09/08/2025 | MATERIALS ACE ACCT 60176 ... | 100-708-52023 | 5.98 |
| ACE HARDWARE - ST. HELENS | 08.31.25 60176 | 09/08/2025 | MATERIALS ACE ACCT 60176 ... | 100-715-52023 | 19.98 |
| ACE HARDWARE - ST. HELENS | 08.31.25 60177 | 09/08/2025 | ACE ACCT 60177 MATERIALS | 100-705-52001 | 164.09 |
| ACE HARDWARE - ST. HELENS | 08.31.25 60179 | 09/08/2025 | 60179 ACE ACCT MATERIALS | 100-715-52023 | 14.46 |
| CINTAS | 8407752210 | 09/08/2025 | CITY HALL FIRST AID CABINET... | 100-715-52001 | 102.15 |
| ENTERPRISE FM TRUST | FBN5418047 | 09/08/2025 | POLICE LEASE | 100-705-52097 | 20,975.28 |
| ENTERPRISE FM TRUST | FBN5418047 | 09/08/2025 | POLICE MAINTENANCE | 100-705-52098 | 939.75 |
| ENTERPRISE FM TRUST | FBN5437475 | 09/08/2025 | CITY HALL FLEET | 100-715-52097 | 7.00 |
| ENTERPRISE FM TRUST | FBN5437501 | 09/08/2025 | 596107 BUILDING | 100-711-52097 | 463.83 |
| ENTERPRISE FM TRUST | FBN5437508 | 09/08/2025 | PLANNING FLEET | 100-710-52097 | 451.21 |
| ENTERPRISE FM TRUST | FBN5437522 | 09/08/2025 | PARKS & REC FLEET | 100-709-52097 | 297.58 |
| PEAK ELECTRIC GROUP LLC | I10438 | 09/08/2025 | MCCORMICK PARK | 100-708-52019 | 1,055.46 |
| METRO PRESORT | IN680408 | 09/08/2025 | UB BILL PRINTING -POSTAGE | 100-707-52009 | 2,625.82 |
| METRO PRESORT | IN680408 | 09/08/2025 | UB BILL PRINTING | 100-707-52019 | 607.80 |
| ORKIN | 284258290 | 09/09/2025 | 375 S 18TH ST LIBRARY | 100-706-52023 | 169.00 |
| MIDWEST TAPE | 507663181 | 09/09/2025 | DVD / ABD 2000010011 | 100-706-52034 | 103.05 |
| MIDWEST TAPE | 507663182 | 09/09/2025 | DVD / ABD 2000010011 | 100-706-52034 | 50.98 |
| MIDWEST TAPE | 507687196 | 09/09/2025 | DVD / ABD 2000010011 | 100-706-52034 | 18.74 |
| INGRAM LIBRARY SERVICES | 88515874 | 09/09/2025 | BOOKS 20C7921 | 100-706-52033 | 590.78 |
| INGRAM LIBRARY SERVICES | 88515876 | 09/09/2025 | BOOKS 20C7921 | 100-706-52033 | 13.30 |
| INGRAM LIBRARY SERVICES | 90083262 | 09/09/2025 | BOOKS 20C7921 | 100-706-52033 | 485.75 |
| INGRAM LIBRARY SERVICES | 90083263 | 09/09/2025 | BOOKS 20C7921 | 100-706-52033 | 11.58 |
| INGRAM LIBRARY SERVICES | 901422842 | 09/09/2025 | BOOKS 20C7921 | 100-706-52033 | 409.01 |
| L.N CURTIS AND SONS | INV977634 | 09/09/2025 | POLICE UNIFORMS | 100-705-52002 | 107.16 |
| L.N CURTIS AND SONS | INV985741 | 09/09/2025 | POLICE UNIFORMS | 100-705-52102 | 729.09 |
| L.N CURTIS AND SONS | INV985854 | 09/09/2025 | POLICE UNIFORMS | 100-705-52002 | 228.00 |
| | | | | **Fund 100 - GENERAL FUND Total:** | **56,369.33** |
| **Fund: 202 - COMMUNITY DEVELOPMENT** | | | | | |
| NW NATURAL GAS | 09.02.25 | 09/10/2025 | NATURAL GAS 1300 KASTER ... | 202-722-52003 | 77.24 |

**Expense Approval Register** **Packet: APPKT01**

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| RADLER WHITE PARKS & ALE... | 44602 | 09/10/2025 | WATERFRONT PROJECT | 202-721-52019 | 126.00 |
| MAUL FOSTER ALONGI INC | 69312 | 09/10/2025 | BWP ON CALL SERVICES | 202-722-52019 | 148.75 |
| MAUL FOSTER ALONGI INC | 69313 | 09/10/2025 | CENTRAL WATERFRONT SCO... | 202-726-52019 | 6,475.25 |
| PORTLAND GENERAL ELECTR... | 08.07.25-09.08.25 | 09/09/2025 | 1277060585 1300 KASTER RD | 202-722-52003 | 168.60 |
| PORTLAND GENERAL ELECTR... | 08.07.25-09.08.25 | 09/09/2025 | 1650931000 1300 KASTER RD | 202-722-52003 | 24.72 |
| PORTLAND GENERAL ELECTR... | 08.07.25-09.08.25 | 09/09/2025 | 7357701000 1300 KASTER RD | 202-722-52003 | 5.78 |
| AKS ENGINEERING & FOREST... | 11559-01-04 | 09/09/2025 | KASTER ROAD ST HELENS 11... | 202-722-52019 | 4,040.00 |
| | | | | **Fund 202 - COMMUNITY DEVELOPMENT Total:** | **11,066.34** |
| **Fund: 203 - COMMUNITY ENHANCEMENT** | | | | | |
| CARDINAL SERVICES INC | 029192 | 09/11/2025 | TEMPORARY EMPLOYMENT | 203-709-52140 | 2,587.15 |
| | | | | **Fund 203 - COMMUNITY ENHANCEMENT Total:** | **2,587.15** |
| **Fund: 205 - STREETS** | | | | | |
| PORTLAND GENERAL ELECTR... | 08.07.25-09.08.25 | 09/09/2025 | 4854421000 STREET LIGHTI... | 205-000-52003 | 62.62 |
| BUREAU OF LABOR AND IND... | 09.08.25 | 09/09/2025 | PUBLIC WORKS FEE FOR R-7... | 205-000-53001 | 250.00 |
| | | | | **Fund 205 - STREETS Total:** | **312.62** |
| **Fund: 301 - STREETS SDC** | | | | | |
| KITTELSON & ASSOCIATES INC | 0158144 | 09/10/2025 | PROJECT 235440 1ST & ST ST... | 301-000-53102 | 1,504.00 |
| | | | | **Fund 301 - STREETS SDC Total:** | **1,504.00** |
| **Fund: 302 - WATER SDC** | | | | | |
| KELLER ASSOCIATES, INC | 0252549 | 09/11/2025 | ST HELENS RESERVOIR SITING.. | 302-000-53310 | 2,452.50 |
| | | | | **Fund 302 - WATER SDC Total:** | **2,452.50** |
| **Fund: 303 - SEWER SDC** | | | | | |
| CONSOR NORTH AMERICA I... | W233257OR.00-17 | 09/11/2025 | WASTEWATER COLLECTION ... | 303-000-53033 | 20,134.74 |
| | | | | **Fund 303 - SEWER SDC Total:** | **20,134.74** |
| **Fund: 601 - WATER** | | | | | |
| CITY OF COLUMBIA CITY | 08.26.25 | 09/10/2025 | 001754-001 | 601-732-52003 | 95.53 |
| NORTHSTAR ELECTRICAL CO... | 09.09.25 | 09/10/2025 | REFUND HYDRANT METER D... | 601-000-22000 | 179.94 |
| KELLER ASSOCIATES, INC | 0252549 | 09/11/2025 | RESERVOIR SITING STUDY P... | 601-000-53310 | 2,452.50 |
| NORTHSTAR CHEMICAL | 316176 | 09/11/2025 | SODIUM HYPOCHLORITE 12.... | 601-732-52083 | 10,265.60 |
| ACE HARDWARE - ST. HELENS | 08.31.25 60180 | 09/08/2025 | MATERIALS ACE ACCT 60180 | 601-731-52001 | 33.57 |
| ACE HARDWARE - ST. HELENS | 08.31.25 60180 | 09/08/2025 | MATERIALS ACE ACCT 60180 | 601-732-52001 | 8.59 |
| ACE HARDWARE - ST. HELENS | 08.31.25 60181 | 09/08/2025 | ACE MATERIALS ACCT 60181 | 601-731-52001 | -43.87 |
| ACE HARDWARE - ST. HELENS | 08.31.25 60181 | 09/08/2025 | ACE MATERIALS ACCT 60181 | 601-731-52001 | 195.88 |
| ACE HARDWARE - ST. HELENS | 08.31.25 60181 | 09/08/2025 | ACE MATERIALS ACCT 60181 | 601-732-52023 | 59.28 |
| CORE & MAIN | X600725 | 09/08/2025 | MATERIALS | 601-731-53302 | 677.70 |
| CORE & MAIN | X616382 | 09/08/2025 | MATERIALS | 601-731-53302 | 1,121.74 |
| CORE & MAIN | X662515 | 09/08/2025 | MATERIALS | 601-731-52001 | 1,071.12 |
| | | | | **Fund 601 - WATER Total:** | **16,117.58** |
| **Fund: 603 - SEWER** | | | | | |
| PETERSON CAT | SW290104661 | 09/10/2025 | REPLACE FUEL HOSE & OIL V... | 603-738-52001 | 24.05 |
| PETERSON CAT | SW290104661 | 09/10/2025 | REPLACE FUEL HOSE & OIL V... | 603-738-52019 | 1,086.32 |
| PETERSON CAT | SW290104662 | 09/10/2025 | 100 AMP CIRCUIT BREAKER &.. | 603-738-52001 | 421.92 |
| PETERSON CAT | SW290104662 | 09/10/2025 | 100 AMP CIRCUIT BREAKER &.. | 603-738-52019 | 1,340.00 |
| CARDINAL SERVICES INC | 029192 | 09/11/2025 | TEMPORARY EMPLOYMENT | 603-736-52023 | 23.27 |
| CARDINAL SERVICES INC | 029192 | 09/11/2025 | TEMPORARY EMPLOYMENT | 603-737-52023 | 23.27 |
| CONSOR NORTH AMERICA I... | W233257OR.00-17 | 09/11/2025 | WASTEWATER COLLECTION ... | 603-000-53033 | 20,134.73 |
| ACE HARDWARE - ST. HELENS | 08.31.25 60180 | 09/08/2025 | MATERIALS ACE ACCT 60180 | 603-736-52001 | 12.49 |
| ACE HARDWARE - ST. HELENS | 08.31.25 60180 | 09/08/2025 | MATERIALS ACE ACCT 60180 | 603-737-52001 | 12.50 |
| ACE HARDWARE - ST. HELENS | 08.31.25 60180 | 09/08/2025 | MATERIALS ACE ACCT 60180 | 603-738-52001 | -0.36 |
| ACE HARDWARE - ST. HELENS | 08.31.25 60180 | 09/08/2025 | MATERIALS ACE ACCT 60180 | 603-738-52001 | 64.89 |
| ACE HARDWARE - ST. HELENS | 08.31.25 60180 | 09/08/2025 | MATERIALS ACE ACCT 60180 | 603-738-52001 | -7.21 |
| BUELL CLABRATION & CONT... | 3775 | 09/08/2025 | BI ANNUAL ON SITE CALIB ... | 603-736-52019 | 400.00 |
| BUELL CLABRATION & CONT... | 3775 | 09/08/2025 | BI ANNUAL ON SITE CALIB ... | 603-737-52019 | 400.00 |
| | | | | **Fund 603 - SEWER Total:** | **23,935.87** |
| **Fund: 703 - PW OPERATIONS** | | | | | |
| PAPE MACHINERY | 16378190 | 09/10/2025 | PARTS | 703-739-52099 | 55.91 |
| AMERICAN EXTERMINATION ... | 189667 | 09/10/2025 | SENIOR CENTER PEST CONT... | 703-739-52023 | 141.00 |
| COLUMBIA RIVER FIRE AND ... | 09.04.25 | 09/11/2025 | SHARED COST JOINT MAINT ... | 703-739-52099 | 632.68 |

**Expense Approval Register** **Packet: APPKT01**

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| METRO PLANNING INC | 6720 | 09/11/2025 | WEB GIS | 703-733-52019 | 275.00 |
| ACE HARDWARE - ST. HELENS | 08.31.25 60179 | 09/08/2025 | 60179 ACE ACCT MATERIALS | 703-734-52001 | 14.18 |
| ACE HARDWARE - ST. HELENS | 08.31.25 60179 | 09/08/2025 | 60179 ACE ACCT MATERIALS | 703-734-52001 | -2.87 |
| ACE HARDWARE - ST. HELENS | 08.31.25 60181 | 09/08/2025 | ACE MATERIALS ACCT 60181 | 703-734-52001 | 183.58 |
| ENTERPRISE FM TRUST | FBN5437495 | 09/08/2025 | ENGINEERING FLEET 619034 | 703-733-52097 | 520.60 |
| ENTERPRISE FM TRUST | FBN5437507 | 09/08/2025 | ENTERPRISE FLEET LEASE & ... | 703-734-52097 | 746.89 |
| | | | | **Fund 703 - PW OPERATIONS Total:** | **2,566.97** |
| | | | | **Grand Total:** | **137,047.10** |

## Fund Summary

| Fund | Expense Amount |
|---|---|
| 100 - GENERAL FUND | 56,369.33 |
| 202 - COMMUNITY DEVELOPMENT | 11,066.34 |
| 203 - COMMUNITY ENHANCEMENT | 2,587.15 |
| 205 - STREETS | 312.62 |
| 301 - STREETS SDC | 1,504.00 |
| 302 - WATER SDC | 2,452.50 |
| 303 - SEWER SDC | 20,134.74 |
| 601 - WATER | 16,117.58 |
| 603 - SEWER | 23,935.87 |
| 703 - PW OPERATIONS | 2,566.97 |
| **Grand Total:** | **137,047.10** |

## Account Summary

| Account Number | Account Name | Expense Amount |
|---|---|---|
| 100-000-22000 | CLEANING DEPOSIT | 450.00 |
| 100-702-52011 | Public Information | 98.36 |
| 100-704-52001 | Operating Supplies | 370.29 |
| 100-704-52019 | Professional Services | 3.00 |
| 100-705-52001 | Operating Supplies | 201.81 |
| 100-705-52002 | Personnel Uniforms Equ… | 335.16 |
| 100-705-52014 | Recruiting Expenses | 600.00 |
| 100-705-52019 | Professional Services | 13,795.15 |
| 100-705-52023 | Facility Maintenance | 349.13 |
| 100-705-52086 | Tactical | 1,388.50 |
| 100-705-52097 | Enterprise Fleet | 20,975.28 |
| 100-705-52098 | Enterprise Fleet Mainte… | 939.75 |
| 100-705-52102 | New Hire Equipment | 729.09 |
| 100-706-52023 | Facility Maintenance | 704.33 |
| 100-706-52033 | Printed Materials | 1,510.42 |
| 100-706-52034 | Visual Materials | 172.77 |
| 100-707-52001 | Operating Supplies | 13.92 |
| 100-707-52009 | Postage | 2,625.82 |
| 100-707-52019 | Professional Services | 607.80 |
| 100-707-52020 | Bank Service Fees | 3,149.54 |
| 100-708-52001 | Operating Supplies | 21.19 |
| 100-708-52019 | Professional Services | 1,055.46 |
| 100-708-52023 | Facility Maintenance | 52.53 |
| 100-709-52023 | Facility Maintenance | 104.74 |
| 100-709-52097 | Enterprise Fleet | 297.58 |
| 100-710-52001 | Operating Supplies | 275.00 |
| 100-710-52097 | Enterprise Fleet | 451.21 |
| 100-711-52001 | Operating Supplies | 3.18 |
| 100-711-52097 | Enterprise Fleet | 463.83 |
| 100-712-52010 | Telephone | 170.02 |
| 100-715-52001 | Operating Supplies | 867.73 |
| 100-715-52019 | Professional Services | 3,054.02 |
| 100-715-52023 | Facility Maintenance | 525.72 |
| 100-715-52097 | Enterprise Fleet | 7.00 |
| 202-721-52019 | Professional Services | 126.00 |
| 202-722-52003 | Utilities | 276.34 |
| 202-722-52019 | Professional Services | 4,188.75 |
| 202-726-52019 | Professional Services | 6,475.25 |
| 203-709-52140 | Contract Programs | 2,587.15 |
| 205-000-52003 | Utilities | 62.62 |
| 205-000-53001 | Street Improvements & … | 250.00 |
| 301-000-53102 | Downtown Infrastructure | 1,504.00 |
| 302-000-53310 | Reservoir Siting Study | 2,452.50 |
| 303-000-53033 | Sewer Capacity Design | 20,134.74 |
| 601-000-22000 | Utility Deposits | 179.94 |

## Account Summary

| Account Number | Account Name | Expense Amount |
|---|---|---|
| 601-000-53310 | Reservoir Siting Study | 2,452.50 |
| 601-731-52001 | Operating Supplies | 1,256.70 |
| 601-731-53302 | Annual Maintenance | 1,799.44 |
| 601-732-52001 | Operating Supplies | 8.59 |
| 601-732-52003 | Utilities | 95.53 |
| 601-732-52023 | Facility Maintenance | 59.28 |
| 601-732-52083 | Chemicals | 10,265.60 |
| 603-000-53033 | Sewer Capacity - Design | 20,134.73 |
| 603-736-52001 | Operating Supplies | 12.49 |
| 603-736-52019 | Professional Services | 400.00 |
| 603-736-52023 | Facility Maintenance | 23.27 |
| 603-737-52001 | Operating Supplies | 12.50 |
| 603-737-52019 | Professional Services | 400.00 |
| 603-737-52023 | Facility Maintenance | 23.27 |
| 603-738-52001 | Operating Supplies | 503.29 |
| 603-738-52019 | Professional Services | 2,426.32 |
| 703-733-52019 | Professional Services | 275.00 |
| 703-733-52097 | Enterprise Fleet | 520.60 |
| 703-734-52001 | Operating Supplies | 194.89 |
| 703-734-52097 | Enterprise Fleet | 746.89 |
| 703-739-52023 | Facility Maintenance | 141.00 |
| 703-739-52099 | Equipment Operations | 688.59 |
| | **Grand Total:** | **137,047.10** |

## Project Account Summary

| Project Account Key | | Expense Amount |
|---|---|---|
| **None** | | 137,047.10 |
| | **Grand Total:** | **137,047.10** |