



## COUNCIL WORK SESSION

Wednesday, October 15, 2025 at 3:00 PM

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### COUNCIL MEMBERS:

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

### LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)

Website | [www.sthelensoregon.gov](http://www.sthelensoregon.gov)

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

Phone | 503-397-6272

Fax | 503-397-4016

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## UPDATED AGENDA

### CALL WORK SESSION TO ORDER

### CLEARING CONFUSION AND SETTING THE FACTS STRAIGHT

1. Response to October 1 Visitor Comments

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

### DISCUSSION TOPICS

2. 3:10PM - Quarterly Reports from City Departments/Divisions - Building & Planning (Informational)
3. 3:20PM - Presentation of Oregon Recreation and Parks Association Award for Design and Construction for the St. Helens Riverwalk Project
4. 3:30PM - Presentation on Utilities Rate Study - *Consultant Steve Donovan*
5. 4:00PM - Annual Report from Columbia Economic Team - *Executive Director Paul Vogel*
6. 4:20PM - Review Update to Universal Fee Schedule (New Engineering Fees) - *Engineering Manager Sharon Darroux*
7. 4:30PM - Review Amendments to SHMC Chapter 13.02, Utility Service Administration - *Finance Director Gloria Butsch*
8. 4:40PM - Review Notice of Intent to Extend Contract with Treadway Events & Entertainment LLC for One-Year Extension - *City Administrator John Walsh*
9. 4:50PM - Update on Police Station Project - *City Administrator John Walsh*
10. 5:05PM - Discussion regarding Allowing Non-Profits to Rent Office Space at the Community Center - *City Administrator John Walsh*
11. 5:15PM - Update on Public Works Projects Punch List - *Public Works Director Mouhamad Zaher*
12. 5:25PM - Discussion regarding IT Services - *Public Works Director Mouhamad Zaher*
13. 5:35PM - Discussion regarding Ideas for Organizing the Celebration of the 250th Birthday of the United States of America - *Councilor Brandon Sundeen*
14. 5:50PM - Review Request for Proposals for Human Resources Professional Services

- [15.](#) 6:05PM - Discuss Opportunity to Establish Policy on when to Implement Request for Proposals  
- Mayor Jennifer Massey
- [16.](#) 6:15PM - Report from City Administrator John Walsh

**ADJOURN****EXECUTIVE SESSION**

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

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

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

**FOR YOUR INFORMATION**

Upcoming Dates to Remember:

- October 13, 4:00PM, Parks & Trails Commission, Council Chambers/Zoom
- October 13, 7:15PM, Library Board, Zoom
- October 14, 6:30PM, Planning Commission, Council Chambers/Zoom
- October 15, 3:00PM, Council Work Session, Council Chambers/Zoom
- October 15, 7:00PM, Council Regular Session, Council Chambers/Zoom
- October 22, 4:00PM, Joint City Council/Parks & Trails Commission, Council Chambers/Zoom

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

- None scheduled at this time.

**VIRTUAL MEETING DETAILS**

Join: <https://us02web.zoom.us/j/85806548429?pwd=8awciOFcgBofnl7xCxvhBhmIoJwtP1.1>

Passcode: 779209

Phone one-tap: +12532158782

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

Be a part of the vision and get involved...volunteer for a City Board or Commission! For more information or for an application, go to [www.sthelenoregon.gov](http://www.sthelenoregon.gov) or call 503-366-8217.



# CLARIFICATION MEMO TO PUBLIC COMMENT



## For City Council Meetings held on October 1, 2025

There are no responses to visitor comments for the October 1, 2025, City Council meetings.

# QUARTERLY REPORT TO COUNCIL



Meeting Date: October 1st, 2025  
Prepared by: Michael De Roia  
Department: Community Development  
Division: Building  
Reporting Period: 07/2025-10-2025  
CC: City Administrator John Walsh

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## 1. General Operations (Mo./YTD)

- Permits Issued (93/271)
- Inspection Performed (310/804)
- Plan Reviews (99/260)
- Permit Fee Summary – \$67,977.12 (Report Attached)
- Columbia City Services (See Attached Reports)

## 2. Staffing & Personnel

- The Building Division is staffed with 2.4 FTE's.
- In addition to meeting daily permit and customer service needs, permit staff have been using time to archive permit records that have received final approval. This process tends to take a backseat as a priority to keep services focused on active permits. Archiving permit records includes clearing files of those construction docs that can be scheduled for destruction as allowed by OAR. Recently retention periods have been changed by OAR. For non-residential project, for example, retention went from 10 years to 5. That reduction in retention times has allowed us to clear much needed space in our archiving room.

## 3. Projects & Initiatives

### Projects

- **LOCAL:**
  - Permits:
    - High School – Project completed. This included alterations to building A, and cafeteria and science rooms addition. A new fire alarm, cooling system and emergency lighting systems.
    - CCMH Substance Disorder, Detox & Crisis Center – Currently has a plumbing permit to install domestic and fire suppression water service, expand their onsite sanitary drain and pressure system, and install storm drain systems. They have also obtained grade and fill permit to prepare site for building construction. The building construction permit is currently under review.
    - 115 N 6<sup>th</sup> St. – Mixed Use Residential and Commercial Building. In final stages of plan approval.
    - Chubb's Chevron Addition and Alterations – This permit is in the construction phase. It includes removal of the oil change bays, expansion of market and the addition of food service.

- Halloween Town Market – Permit issued to make alterations and expand the market space.
  - 325 Strand – All previous public safety concerns are resolved. New building is in the framing and exterior finishes.
- Updated Columbia County Homeland Security Emergency Management Commission (HSEMC) IGA - The subcommittee met and identified several areas that the IGA needs to be considered. One example is to clarify the IGA's benefit to participating jurisdictions and districts. Currently member funds are used to fund staff at the County EOC with little detail as to how this serves the members. The draft IGA now proposes an Integrated Preparedness Plan (IPP) to provide a road map for the County EOC. The HSEMC IGA will provide the space for more than 50 districts to provide input into the IPP while also providing the Board of County Commissioners with emergency preparedness recommendations that have community support. The IPP provides a multi-year schedule of events from COOP planning, Tabletop to full scale exercises, resource acquisition plans. If the City chooses to participate in the IGA, a budget impact of 2025/2026 Budget (\$9,844.88 is the cost to Level 2 Participating Jurisdiction).
- Coordinating with Columbia County in create an IGA, for the county to provide Address, Parcel, and Owner (APO) data updates on a regular schedule for building permit software. The IGA has been reviewed by the Building Official and City legal counsel. It was approved with some comments and forwarded to the county for review. This IGA should be ready to present to Council in the next few weeks.
- **STATE BUILDING CODES DIVISION (BCD) UPDATES-**
  - 2025 Oregon Structural Specialty Code adoption date 10/1/2025.
    - Some of the significant considerations included:
      - Disapproved Glass Fiber Reinforcement for concrete construction. This product has been approved in some jurisdictions for limited use. (OSSC 1901.2.1)
      - Adds mechanical ventilation requirements for R2 multi-family dwelling units (ORA OSSC1202.1)
      - Disapproved single exit multi-family. (PP-02)
  - Ready build plans – BCD has restarted their Permit-Ready Plans Program and have published a new Exterior Deck plans for single family dwellings. Permit-Ready Plans are free to use by the public and when the most current edition is submitted to any jurisdiction in Oregon, they are deemed to have met the state building codes and shall be approved by the local building official. These plans do not conflict or prevent us from applying St. Helens development and municipal code. More plans are be developed and may include; Post-frame Buildings, Detached garages, Patio Covers, and Carport. September 30<sup>th</sup>, 2025 BCD will be holding a public meeting to discuss expanding the Permit-Ready Plans Program to provide single family dwelling plans.
  - Continued Education - 2025 Oregon Energy Efficiency Specialty Code (OEESC) Certification. The 2025 OEESC was adopted 01/2025 with a 6-month grace period. As is typical, BCD requires inspectors and plan reviewers to participate

in the code update training in order to stay apprised to significant changes in the code and to maintain state required certifications for building code administration. Certification has been completed.

#### **4. Upcoming Events & Important Dates**

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

- - September 30<sup>th</sup> 9:30am – BCD Public Meeting - Permit-Ready Dwelling Plans
  - Oct 1<sup>st</sup> 2025 – Adoption of the 2025 Oregon Structural Specialty Code. Phase in period until April 1<sup>st</sup>, 2026
  - Oct. 1<sup>st</sup> 9:30 AM- BCD Residential and Manufacture Board Meeting
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#### **Attachments**

*Building Reviews Completed*

*Building Data Request Information*

*Columbia City Services Report*



## Building Data Request Information

CITY OF ST. HELENS

St. Hel  
Item #2.  
503-397-6272  
FAX: 503-397-4016

For 07/01/2025 through 9/23/25

www.sthelensoregon.gov

buildingsafety@sthelensoregon.gov

| Permit Type                                 | Count | Valuation      |
|---------------------------------------------|-------|----------------|
| Commercial Mechanical                       | 5     | \$312,144.00   |
| Commercial Plumbing                         | 8     |                |
| Commercial Structural - Other               | 16    | \$1,267,566.00 |
| Residential Mechanical                      | 28    |                |
| Residential Plumbing                        | 22    |                |
| Residential Structural - New 1 and 2 Family | 3     | \$910,623.52   |
| Residential Structural - Other              | 11    | \$219,031.90   |

| Inspections:                                           | Count |
|--------------------------------------------------------|-------|
| Commercial Mechanical Inspection                       | 13    |
| Commercial Plumbing Inspection                         | 15    |
| Commercial Structural - New Inspection                 | 6     |
| Commercial Structural - Other Inspection               | 75    |
| Commercial Structural Non-Classified                   | 1     |
| Residential Mechanical Inspection                      | 49    |
| Residential Plumbing Inspection                        | 63    |
| Residential Structural - New 1 and 2 Family Inspection | 53    |
| Residential Structural - Other Inspection              | 36    |
| Residential Structural Non-Classified                  | 1     |

Report Description:

Permits Types Included:

Records Types Include: Residential Manufactured Dwelling, Commercial Alarm or Suppression Systems, Residential Electrical Limited Energy, Residential Electrical Renewable Energy, Residential Electrical, Commercial Electrical Limited Energy, Commercial Electrical Renewable Energy, Commercial Electrical, Residential Mechanical, Commercial Mechanical, Residential Plumbing, Commercial Plumbing, Residential Phased Project, Commercial Phased Project, Residential Structural, Commercial Structural, 1 & 2 Family Dwelling, Residential Sign, Commercial Sign

Permits Issued Portion

The First\_Issued\_Date must fall between the Start and End Dates

Permit Status must not be Void or Withdrawn

Permit must have a applied payment for at least one Building State Surcharge

Categorization Process:

1. Permits are categorized as Commercial and Residential (using b1\_per\_type)
2. Permits are categorized as Electrical, Mechanical, Plumbing and Structural based on the Surcharge fee paid (1 & 2 Fam Dwelling will count in multiple categories)
3. Structural Permits are categorized by Custom Fields Type of Work and Category of Construction

Inspections Portion (Inspection Trips Completed)

The Inspection Completed Date must fall between the Start and End Dates

The Inspection Status must be 'Insp Completed' with a Result of 'Accepted', 'Approved', 'Approved with Conditions' or 'Not Required' OR Inspection Status must be 'Insp Cancelled' with a Result of 'Denied', 'Information Only', 'No Access' 'Not Ready', or 'Partial'

Inspections must have starting numbers between 1000 and 5999 or 6900 and 6999 or 8000 and 8999

Categorization Process:

1. Permits are categorized as Commercial and Residential (using b1\_per\_type)
2. Permits are categorized as Electrical, Mechanical, Plumbing and Structural based the beginning number of the inspection
3. Structural Permits are categorized by Custom Fields Type of Work and Category of Construction

Item #2.



# Building Reviews Completed

CITY OF ST. HELENS

2  
St. Helens  
503-397-6272  
FAX: 503-397-4016

Item #2.

www.sthelensoregon.gov

7/1/2025-9/23/2025

buildingsafety@sthelensoregon.gov

|             |                       | Al-Daomi | Bird | Davis | De Roia | Graichen | Hansen | Stirling | Total |
|-------------|-----------------------|----------|------|-------|---------|----------|--------|----------|-------|
| Commercial  | Additional Review     |          | 3    |       | 3       | 4        |        |          | 10    |
|             | Building Review       |          |      | 1     | 19      |          |        |          | 20    |
|             | Infrastructure Review |          |      |       |         |          |        | 3        | 3     |
|             | Mechanical Review     |          |      | 1     | 3       |          |        |          | 4     |
|             | Planning Review       |          |      |       |         | 10       |        |          | 10    |
|             | Plumbing Review       |          |      |       | 2       |          | 4      |          | 6     |
|             | Site Review           |          | 3    |       |         |          |        |          | 3     |
|             | Total                 |          | 6    | 2     | 27      | 14       | 4      | 3        | 56    |
| Residential | Additional Review     |          | 1    |       |         |          |        |          | 1     |
|             | Building Review       |          |      |       | 15      |          |        |          | 15    |



|             |                       | Al-Daomi | Bird | Davis | De Roia | Graichen | Hansen | Stirling | Total |
|-------------|-----------------------|----------|------|-------|---------|----------|--------|----------|-------|
| Residential | Infrastructure Review |          |      |       |         |          |        | 8        | 8     |
|             | Planning Review       |          |      |       |         | 11       |        |          | 11    |
|             | Site Review           | 7        | 1    |       |         |          |        |          | 8     |
|             | Total                 | 7        | 2    |       | 15      | 11       |        | 8        | 43    |
| Total       |                       | 7        | 8    | 2     | 42      | 25       | 4      | 11       | 99    |

|                          |                                                           | Columbia City | St. Helens | Total    |
|--------------------------|-----------------------------------------------------------|---------------|------------|----------|
| 191-25-000012-STR-REV-01 | Land Use Plan Review - Commercial                         | \$50.00       |            | \$50.00  |
|                          | Structural plan review fee                                | \$15.37       | \$46.11    | \$61.48  |
|                          | Total                                                     | \$65.37       | \$46.11    | \$111.48 |
| 191-25-000012-STR-TCO-02 | City Permit Administration Fee                            | \$10.50       | \$31.50    | \$42.00  |
|                          | Local Technology Fee - Columbia City                      | \$2.32        | \$6.97     | \$9.29   |
|                          | Temporary certificate of occupancy                        | \$66.88       | \$200.63   | \$267.50 |
|                          | Total                                                     | \$79.70       | \$239.09   | \$318.79 |
| 191-25-000012-STR-TCO-03 | City Permit Administration Fee                            | \$10.50       | \$31.50    | \$42.00  |
|                          | Local Technology Fee - Columbia City                      | \$2.32        | \$6.97     | \$9.29   |
|                          | Temporary certificate of occupancy                        | \$66.88       | \$200.63   | \$267.50 |
|                          | Total                                                     | \$79.70       | \$239.09   | \$318.79 |
| 191-25-000012-STR-TCO-04 | City Permit Administration Fee                            | \$10.50       | \$31.50    | \$42.00  |
|                          | Local Technology Fee - Columbia City                      | \$2.32        | \$6.97     | \$9.29   |
|                          | Temporary certificate of occupancy                        | \$66.88       | \$200.63   | \$267.50 |
|                          | Total                                                     | \$79.70       | \$239.09   | \$318.79 |
| 191-25-000012-STR-TCO-05 | City Permit Administration Fee                            | \$10.50       | \$31.50    | \$42.00  |
|                          | Local Technology Fee - Columbia City                      | \$2.32        | \$6.97     | \$9.29   |
|                          | Temporary certificate of occupancy                        | \$66.88       | \$200.63   | \$267.50 |
|                          | Total                                                     | \$79.70       | \$239.09   | \$318.79 |
| 191-25-000026-INV        | Structural investigation fee                              | \$62.50       | \$187.50   | \$250.00 |
|                          | Local Technology Fee - Columbia City                      | \$1.88        | \$5.63     | \$7.50   |
|                          | State of Oregon Surcharge - Bldg (12% of applicable fees) | \$30.00       |            | \$30.00  |
|                          | Total                                                     | \$94.38       | \$193.13   | \$287.50 |
| 191-25-000034-STR        | Structural building permit fee                            | \$28.25       | \$84.74    | \$112.98 |
|                          | Local Technology Fee - Columbia City                      | \$1.16        | \$3.49     | \$4.65   |
|                          | State of Oregon Surcharge - Bldg (12% of applicable fees) | \$13.56       |            | \$13.56  |
|                          | City Permit Administration Fee                            | \$10.50       | \$31.50    | \$42.00  |

|                    |                                                           | Columbia City | St. Helens | Total      |
|--------------------|-----------------------------------------------------------|---------------|------------|------------|
| 191-25-000034-STR  | Total                                                     | \$53.47       | \$119.72   | \$173.19   |
| 191-25-000035-STR  | Structural plan review fee                                | \$116.99      | \$350.96   | \$467.95   |
|                    | Structural plan review fee                                | \$-116.99     | \$-350.96  | \$-467.95  |
|                    | City Permit Administration Fee                            | \$10.50       | \$31.50    | \$42.00    |
|                    | Local Technology Fee - Columbia City                      | \$0.32        | \$0.95     | \$1.26     |
|                    | Total                                                     | \$10.82       | \$32.45    | \$43.26    |
| 191-25-000037-STR  | Land Use Plan Review - Residential                        | \$25.00       |            | \$25.00    |
|                    | Structural plan review fee                                | \$40.17       | \$120.50   | \$160.67   |
|                    | Local Technology Fee - Columbia City                      | \$3.38        | \$10.13    | \$13.50    |
|                    | City Permit Administration Fee                            | \$10.50       | \$31.50    | \$42.00    |
|                    | Structural building permit fee                            | \$61.80       | \$185.39   | \$247.18   |
|                    | State of Oregon Surcharge - Bldg (12% of applicable fees) | \$29.66       |            | \$29.66    |
|                    | Land Use Plan Review - Residential                        | \$25.00       |            | \$25.00    |
|                    | Total                                                     | \$195.50      | \$347.51   | \$543.01   |
| 191-25-000038-STR  | Structural plan review fee                                | \$401.15      | \$1,203.46 | \$1,604.61 |
|                    | City Permit Administration Fee                            | \$10.50       | \$31.50    | \$42.00    |
|                    | Local Technology Fee - Columbia City                      | \$30.87       | \$92.60    | \$123.46   |
|                    | State of Oregon Surcharge - Bldg (12% of applicable fees) | \$296.24      |            | \$296.24   |
|                    | Structural building permit fee                            | \$617.16      | \$1,851.47 | \$2,468.63 |
|                    | Total                                                     | \$1,355.92    | \$3,179.03 | \$4,534.94 |
| 191-25-000039-MECH | City Permit Administration Fee                            | \$10.50       | \$31.50    | \$42.00    |
|                    | Local Technology Fee - Columbia City                      | \$0.79        | \$2.36     | \$3.15     |
|                    | Balance of minimum permit fees - mechanical               | \$9.56        | \$28.67    | \$38.22    |
|                    | Air conditioner                                           | \$3.10        | \$9.29     | \$12.39    |
|                    | Furnace - up to 100,000 BTU                               | \$3.10        | \$9.29     | \$12.39    |
|                    | State of Oregon Surcharge - Mech (12% of applicable fees) | \$7.56        |            | \$7.56     |
|                    | Total                                                     | \$34.60       | \$81.11    | \$115.71   |
| 191-25-000040-STR  | Structural plan review fee                                | \$22.33       | \$66.97    | \$89.30    |
|                    | Total                                                     | \$22.33       | \$66.97    | \$89.30    |
| 191-25-000041-STR  | Structural plan review fee                                | \$505.37      | \$1,516.11 | \$2,021.48 |
|                    | Local Technology Fee - Columbia City                      | \$38.80       | \$116.40   | \$155.20   |
|                    | City Permit Administration Fee                            | \$10.50       | \$31.50    | \$42.00    |

|                    |                                                              | Columbia City | St. Helens | Total      |
|--------------------|--------------------------------------------------------------|---------------|------------|------------|
| 191-25-000041-STR  | Structural building permit fee                               | \$777.49      | \$2,332.48 | \$3,109.97 |
|                    | State of Oregon Surcharge - Bldg (12% of applicable fees)    | \$373.20      |            | \$373.20   |
|                    | Total                                                        | \$1,705.36    | \$3,996.49 | \$5,701.85 |
| 191-25-000042-MECH | Mechanical plan review                                       | \$15.70       | \$47.09    | \$62.79    |
|                    | Local Technology Fee - Columbia City                         | \$1.51        | \$4.53     | \$6.04     |
|                    | City Permit Administration Fee                               | \$10.50       | \$31.50    | \$42.00    |
|                    | Commercial mechanical permit (based on mechanical job value) | \$24.15       | \$72.45    | \$96.60    |
|                    | State of Oregon Surcharge - Mech (12% of applicable fees)    | \$11.59       |            | \$11.59    |
|                    | Total                                                        | \$63.45       | \$155.57   | \$219.02   |
| 191-25-000043-PLM  | Hose bib                                                     | \$6.65        | \$19.95    | \$26.60    |
|                    | Balance of minimum permit fees - plumbing                    | \$9.10        | \$27.30    | \$36.40    |
|                    | Local Technology Fee - Columbia City                         | \$0.79        | \$2.36     | \$3.15     |
|                    | City Permit Administration Fee                               | \$10.50       | \$31.50    | \$42.00    |
|                    | State of Oregon Surcharge -Plumb (12% of applicable fees)    | \$7.56        |            | \$7.56     |
|                    | Balance of minimum permit fees - plumbing                    | \$-9.10       | \$-27.30   | \$-36.40   |
|                    | Hose bib                                                     | \$6.65        | \$19.95    | \$26.60    |
|                    | Balance of minimum permit fees - plumbing                    | \$2.45        | \$7.35     | \$9.80     |
|                    | Total                                                        | \$34.60       | \$81.11    | \$115.71   |
| 191-25-000044-PLM  | City Permit Administration Fee                               | \$10.50       | \$31.50    | \$42.00    |
|                    | Local Technology Fee - Columbia City                         | \$0.91        | \$2.74     | \$3.65     |
|                    | Water closet                                                 | \$6.65        | \$19.95    | \$26.60    |
|                    | Sink/basin/lavatory                                          | \$6.65        | \$19.95    | \$26.60    |
|                    | Tub/shower/shower pan                                        | \$6.65        | \$19.95    | \$26.60    |
|                    | State of Oregon Surcharge -Plumb (12% of applicable fees)    | \$9.58        |            | \$9.58     |
|                    | Total                                                        | \$40.94       | \$94.09    | \$135.03   |
| 191-25-000045-MECH | City Permit Administration Fee                               | \$10.50       | \$31.50    | \$42.00    |
|                    | Local Technology Fee - Columbia City                         | \$0.79        | \$2.36     | \$3.15     |
|                    | Balance of minimum permit fees - mechanical                  | \$12.65       | \$37.96    | \$50.61    |
|                    | Heat pump                                                    | \$3.10        | \$9.29     | \$12.39    |
|                    | State of Oregon Surcharge - Mech (12% of applicable fees)    | \$7.56        |            | \$7.56     |
|                    | Total                                                        | \$34.60       | \$81.11    | \$115.71   |
| 191-25-000046-STR  | Structural plan review fee                                   | \$80.31       | \$240.94   | \$321.25   |

|                       |                                                           | Columbia City | St. Helens | Total       |
|-----------------------|-----------------------------------------------------------|---------------|------------|-------------|
| 191-25-000046-STR     | Total                                                     | \$80.31       | \$240.94   | \$321.25    |
| 191-25-000047-MECH    | City Permit Administration Fee                            | \$10.50       | \$31.50    | \$42.00     |
|                       | Local Technology Fee - Columbia City                      | \$0.79        | \$2.36     | \$3.15      |
|                       | Balance of minimum permit fees - mechanical               | \$12.65       | \$37.96    | \$50.61     |
|                       | Furnace - up to 100,000 BTU                               | \$3.10        | \$9.29     | \$12.39     |
|                       | State of Oregon Surcharge - Mech (12% of applicable fees) | \$7.56        |            | \$7.56      |
|                       | Total                                                     | \$34.60       | \$81.11    | \$115.71    |
| Total for All Records |                                                           | \$4,145.01    | \$9,752.82 | \$13,897.83 |

09/23/2025



## Fee Summary Report

Report run by: Michael De  
Building Of Item #2.  
503-366-8226  
mdernia@sthelensoregon.gov

### Report options selected:

Start date and time: 7/1/25 12:00 am

End date and time: 9/23/25 11:59 pm

Account code: 1

Account id: -All-

Module: -All-

### Building

Highlighted Values are  
Building Division  
Revenues

#### Account Id: 100-000-20400

|                                              |                   |
|----------------------------------------------|-------------------|
| CET - St Helens SD 502 - Res Use             | \$4,555.84        |
| CET - St Helens SD 502 - Com Use             | \$503.32          |
| CET - St Helens SD 502 - Admin Fee - Com Use | \$5.08            |
| CET - St Helens SD 502 - Admin Fee - Res Use | \$46.02           |
| <b>100-000-20400 Total:</b>                  | <b>\$5,110.26</b> |

#### Account Id: 100-000-20700

|                                                           |                   |
|-----------------------------------------------------------|-------------------|
| State of Oregon Surcharge -Plumb (12% of applicable fees) | \$885.19          |
| State of Oregon Surcharge - Mech (12% of applicable fees) | \$451.88          |
| State of Oregon Surcharge - Bldg (12% of applicable fees) | \$2,262.24        |
| <b>100-000-20700 Total:</b>                               | <b>\$3,599.31</b> |

#### Account Id: 100-000-35003

|                                                                    |                    |
|--------------------------------------------------------------------|--------------------|
| Inspection for which no fee is specifically indicated - structural | \$96.92            |
| Grading 1,001 - 10,000 cubic yards                                 | \$353.51           |
| Demolition permit fee, total structure                             | \$345.00           |
| Structural building permit fee                                     | \$18,754.75        |
| <b>100-000-35003 Total:</b>                                        | <b>\$19,550.18</b> |

#### Account Id: 100-000-35004

|                                    |                   |
|------------------------------------|-------------------|
| Temporary certificate of occupancy | \$1,070.00        |
| City Permit Administration Fee     | \$3,780.00        |
| <b>100-000-35004 Total:</b>        | <b>\$4,850.00</b> |

# Fee Summary by Module and Account

Item #2.

**Account Id: 100-000-35005**

|                                              |            |
|----------------------------------------------|------------|
| Water closet                                 | \$345.80   |
| Other - plumbing                             | \$159.60   |
| Dishwasher                                   | \$79.80    |
| Reinspection fee - plumbing                  | \$94.93    |
| Balance of minimum permit fees - plumbing    | \$278.60   |
| Interceptor/grease trap                      | \$106.40   |
| Water service - Total linear feet            | \$841.45   |
| Single Family Residence - Baths              | \$1,548.71 |
| Backflow preventer                           | \$106.40   |
| Ejectors/sump pump                           | \$26.60    |
| Floor drain/floor sink/hub drain             | \$239.40   |
| Storm sewer - Total linear feet              | \$784.23   |
| Stormwater retention/detention tank/facility | \$212.80   |
| Tub/shower/shower pan                        | \$345.80   |
| Ice maker                                    | \$26.60    |
| Clothes washer                               | \$79.80    |
| Sink/basin/lavatory                          | \$957.60   |
| Water heater                                 | \$79.80    |
| Sanitary sewer - Total linear feet           | \$743.00   |
| Catch basin or area drain                    | \$186.20   |
| Hose bib                                     | \$79.80    |
| Backwater valve                              | \$53.20    |

**100-000-35005 Total:**

**\$7,376.52**

# Fee Summary by Module and Account

Item #2.

## Account Id: 100-000-35006

|                                                              |            |
|--------------------------------------------------------------|------------|
| Air handling unit of up to 10,000 cfm                        | \$61.95    |
| Decorative gas fireplace                                     | \$12.39    |
| Flue vent for water heater or gas fireplace                  | \$27.84    |
| Ventilation fan connected to single duct                     | \$120.64   |
| Water heater                                                 | \$27.84    |
| Clothes dryer exhaust                                        | \$18.56    |
| Other environment exhaust/ventilation                        | \$12.39    |
| Range hood/other kitchen equipment                           | \$27.84    |
| Ductwork – no appliance/fixture                              | \$12.39    |
| Furnace - greater than 100,000 BTU                           | \$24.78    |
| Gas fuel piping outlets                                      | \$5.25     |
| Hood served by mechanical exhaust, including ducts for hood  | \$9.28     |
| Mini split system                                            | \$49.56    |
| Radon mitigation                                             | \$9.28     |
| Balance of minimum permit fees - mechanical                  | \$932.79   |
| Air conditioner                                              | \$86.73    |
| Commercial mechanical permit (based on mechanical job value) | \$2,152.78 |
| Furnace - up to 100,000 BTU                                  | \$86.73    |
| Heat pump                                                    | \$86.73    |

**100-000-35006 Total: \$3,765.75**

## Account Id: 100-000-35009

|                                              |             |
|----------------------------------------------|-------------|
| Mechanical plan review                       | \$2,338.20  |
| Structural - additional plan review per hour | \$47.88     |
| Fire life safety plan review                 | \$307.49    |
| Plumbing plan review                         | \$854.71    |
| Structural plan review fee                   | \$27,378.55 |
| Professional Services - enter amount         | \$32.00     |

**100-000-35009 Total: \$30,958.83**

## Account Id: 100-000-35015

|                      |            |
|----------------------|------------|
| Planning Release fee | \$1,323.00 |
|----------------------|------------|

**100-000-35015 Total: \$1,323.00**

## Account Id: 100-000-37004

|                                  |         |
|----------------------------------|---------|
| Copies - 8.5x11, color, per side | \$15.50 |
|----------------------------------|---------|

**100-000-37004 Total: \$15.50**

## Account Id: 203-711-35020

|                                  |            |
|----------------------------------|------------|
| Local Technology Fee - St Helens | \$1,410.92 |
| Technology Fee                   | \$64.92    |

**203-711-35020 Total: \$1,475.84**



# Fee Summary by Module and Account

Item #2.

## Account Id: 301-000-34008

|                             |                   |
|-----------------------------|-------------------|
| Transportation SDC          | \$8,866.44        |
| <b>301-000-34008 Total:</b> | <b>\$8,866.44</b> |

## Account Id: 302-000-34008

|                             |                   |
|-----------------------------|-------------------|
| Water SDC                   | \$6,198.00        |
| <b>302-000-34008 Total:</b> | <b>\$6,198.00</b> |

## Account Id: 303-000-34008

|                             |                   |
|-----------------------------|-------------------|
| Sanitary Sewer SDC          | \$6,308.00        |
| <b>303-000-34008 Total:</b> | <b>\$6,308.00</b> |

## Account Id: 304-000-34008

|                             |                   |
|-----------------------------|-------------------|
| Storm Sewer SDC             | \$2,448.48        |
| <b>304-000-34008 Total:</b> | <b>\$2,448.48</b> |

## Account Id: 305-000-34008

|                             |                   |
|-----------------------------|-------------------|
| Parks SDC                   | \$5,888.00        |
| <b>305-000-34008 Total:</b> | <b>\$5,888.00</b> |

## Account Id: 601-000-34014

|                             |                   |
|-----------------------------|-------------------|
| Water Connection            | \$3,225.00        |
| <b>601-000-34014 Total:</b> | <b>\$3,225.00</b> |

## Account Id: 603-000-34014

|                             |                   |
|-----------------------------|-------------------|
| Sanitary Sewer Connection   | \$6,308.00        |
| Storm Sewer Connection      | \$1,470.36        |
| <b>603-000-34014 Total:</b> | <b>\$7,778.36</b> |

## Account Id: 703-000-35017

|                                        |                   |
|----------------------------------------|-------------------|
| Major Engineering Services Plan Review | \$320.00          |
| Additional Engineering Inspections     | \$750.00          |
| Engineering Services                   | \$320.00          |
| <b>703-000-35017 Total:</b>            | <b>\$1,390.00</b> |

Note: This report includes fees paid with ACH, Cash, Check, Credit Card, Credit Card (Other), Fund Transfer, Internal Transfer, Restore Payment and Journal Entry payment methods. Fees paid with Billed, Credit Memo, Fee Waiver, and Write Off payment methods are excluded.

# QUARTERLY REPORT TO COUNCIL



Meeting Date: October 1, 2025  
Prepared by: Jacob A. Graichen, AICP, City Planner  
Department: Planning  
Division: Community Development  
Reporting Period: July to September 2025  
CC: City Administrator John Walsh / Planning Commission

## 1. General Operations

- This is the first report since a planning department staff with two planners for more than the last 10 years, has only been one. Customer service is suffering and my goal is keeping up (which is challenging), not getting ahead.
- **July:** Given the second reading for Ordinance No. 3311 for annexation of property at 35262 Fir Street, I made suggested revisions to a possible 5<sup>th</sup> amendment to a sewer use agreement originally created in 2000. The agreement is about when normal sewer is available, the STEP system used now, goes away. Since then, the agreement has been completed.
- **July:** Annual Housing Unit Population Survey (AHUPS) information provided to PSU. PSU collects housing unit and population information for Oregon's annual population estimates.
- **July – September:** CCMH post land use entitlement permit/plan review continues from the last quarterly report. Public improvement plans (e.g., Gable Road improvements) not 100% approved yet, but everything else is.
- **August:** Annual Housing Production Survey information provided to PSU. This is based on the Oregon Housing Needs Analysis (OHNA) framework to analyze housing production.
- **September:** PCC OMIC in Scappoose has a Columbia Works Internship program geared towards Columbia County high school students as (interns), giving them basic training and experience in advanced manufacturing. In the process of their learning, the interns have crafted metal art signs (historical markers) that depict parts of Columbia County, two of in interns created ones for St. Helens. I provided some guidance regarding location, sign code and such. Here is what they look like:





- **September:** Final inspection for High School remodel occurred this month. It's done! Glad to put this file away after 4 years or so (land use permit is from 2021).

**Right:** St. Helens High School in June 2021 on the eve of the remodel project. **Below:** September 2025, the project is near complete.



- **September:** Conducted final inspection for Infill lot along N 12<sup>th</sup> Street divided in 2024, for two attached dwellings. Noteworthy because I have good before/after photos of another example of infill development.



- **Notable administrative Planning Department permitting:**
  - **July:** Processed parklet application for the 300 block of Strand Street. This is significant as this is the first one outside of the COVID-19 era. We ended up denying it as no applicable city department supported it.
  - **August:** Issued land use decision for new gas station / convenience store just north of Les Schwab Tires along US30. First new gas station in St. Helens in a long time; easily more than 20 years.
- **Pre-application / early assistance meetings:**
  - **August:** Conducted a pre-application meeting to reboot an expired project at 200 Running Dogs Lane. A building was built per prior approvals, though contrary to approved plans. And then permits expired. Thus, re-application is necessary to finish the project.
- **Planning Commission had their normally scheduled monthly meeting on July 8, 2025.** Outcome:
  - The Commission discussed attendance policy, mainly per Chapter 2.08 SHMC, and based on some suggestions from the discussion, they are anticipated to continue the discussion at a later meeting.
  - The Commission discussed architectural standards, noting frustration with last year's Oregon Government Ethics Rulings and its impact on sub-committees.
  - The Commission with guests from the St. Helens Main Street Alliance, discussed vacant and underutilized storefronts.
- **Planning Commission had their normally scheduled monthly meeting on August 12, 2025.** Outcome:
  - Held a public hearing for an Annexation along Kavanagh Street. Recommended approval to the Council.
  - Held a public hearing for a Conditional Use Permit for new sanitary sewer trunk lines through private property between Sykes Road and Gable Road. Approved.
  - Conducted architectural review for minor change to courthouse annex. Recommended approval to staff.
  - The Commission continued their discussion about attendance policy; they agreed to continue the discussion at the October meeting.
- **Planning Commission had their normally scheduled monthly meeting on September 9, 2025.** Outcome:
  - Held a public hearing for a 66-lot Planned Development Subdivision north of Deer Island Road. Approved.
- **Planning Commission had their normally scheduled quarterly joint meeting with the City Council on September 10, 2025.** Outcome:
  - Discussion of allowance of side-by-side type ATVs on city streets.

- Because the Council has joint meetings with other committees/commissions now, minutes are being approved at the joint meetings.
- There was a discussion about having less Planning Commission/City Council joint meetings (e.g., bi-annually, instead of quarterly). Planning Commission will probably talk about this more at their normal October meeting.
- **Development Code Enforcement.**
  - **Sept:** Referred a RV/tiny home living complaint along S. 21<sup>st</sup> /22<sup>nd</sup> to code enforcement.
- **Geographic Information Systems (GIS).**
  - **July – September:** Efforts related to new mapping interface for widespread employee and public use, which took over in August. This included:
    - Provide updated data to be used.
    - Get temporary passwords and send message to other city users (e.g., Building, Public Works, Parks, and Library) to help with initial feedback.
    - Review updates, provide feedback to GIS provider, and repeat this several times.
    - After some refinement to the interface add additional users in August.

Here is the link to the new interface → <https://sh.metroplanning.com/>

- **July & September:** Data updates related to approved annexations (three properties).
- **August:** Quarterly data updates.

## 2. Staffing & Personnel

- **July:** Annual Cyber Security / Phishing Prevention training via CIS.
- **September:** Annual open enrollment orientation for health insurance, etc.

## 3. Projects & Initiatives

### A. Ongoing Key Projects

- **Parks Commission's Woodland Reserve.** Staff technical support for the SHIBP Woodland Reserve concept. [No update this quarter.](#)
- **ODOT Community Paths Program: St. Helens Scappoose Trail Refinement Project –** \$405k to study a trail route refinement project (30% design) from St. Helens to Scappoose. Consultants selected in early 2025, ODOT in contract negotiations since March. Planning to meet with ODOT to hand this project off to Alex Bird in Engineering. [Engineering with take this over but planning will continue to support the effort.](#)

**August:** Notified about S\some job shifting given ODOT budget and layoffs. But it looks like there will be an orientation for new grantees with a new ODOT project leader in October.

**September:** The kickoff meeting for this project is slated for October.

- **ODOT TGM Program: Transportation Systems Plan** – TBD \$\$ for new Transportation Systems plan. City Engineering is lead, with Planning providing support. [No update this quarter.](#)
- **New Water Reservoir** – City Engineering is lead, with Planning providing support. [August:](#) Biweekly meetings start. Initial effort is narrowing down potential sites. [September:](#) Met with consultant team to discuss land use matters for potential site list.
- **Utility Master Plan Development Code Amendments** – [No update this quarter.](#)
- **SHIBP Project Arcadia** – [July – September:](#) My role is technical support to the City Administrator on this matter. Worked with consultant to create multiple exhibits to support the transaction of selling the mill portion of the SHIBP. Some where basic needs of the transaction and others where special request exhibits from the Arcadia folks. There was mad dash to have everything done at the end of August and all essential documents where ready to sign, but the Arcadia folks ended up delaying. Now, it may not be till December before the transaction occurs.

[September:](#) Assisted with option agreement effort for a potential additional purchase of 25-some acres.

- **SHIBP PGE Parcel** – [July – September:](#) Continue working with consultants on proposal for professional services for some design and survey work to carve off the mill for project Arcadia and to create a new PGE Parcel for a new sub-station. Next step is an final agreement between the city and PGE, which is necessary for state funding. Slow movement on this, this quarter due to conflicting tasks and bare bones staff; project Arcadia's effort exhausted any spare time that may have been available.
- **Housing Capacity Analysis / Housing Production Strategy** – For St. Helens, the due dates on these are:
  - **Housing Capacity Analysis (HCA): due December 31, 2028**
  - **Housing Production Strategy (HPS): due December 31, 2029**

This will be different than the previous, because it will need to go through the new Goal 10 OHNA process. Staff will probably need to look at grant opportunities around June 2026 for this to keep on schedule. [No update this quarter.](#)

- **Food cart/pod rules.** Currently, only allowed by Temporary Use, the goal is to create rules for permanent use and maybe improved temporary provisions. This issue goes back to 2015 when we made the decision to start allowing these kinds of uses via the city's Temporary Use provisions. So, this is about a decade old issue. [No progress has been made in this reporting period, other than adding examples from a few other jurisdictions to my collection of info.](#)
- **Flood code amendments related to Endangered Species Act.** In 2009 FEMA was sued based on floodplain rules violating the Endangered Species Act. In 2016 the National Marine Fisheries Services (NMFS) issued a biological opinion that Oregon's flood plain policies jeopardizes several threatened species such as salmon. In July



2024, FEMA announced a new program of pre-implementation compliance measures (PICM) for short term measures to be effective Dec. 1, 2024, separate from the long term, estimated for completion in 2027. Basically, flood development is supposed to include impacts to fish habitat, not just the loss of human-made structures.

**August:** FEMA noted a draft Environmental Impact Statement (Draft EIS) expected late summer 2025. The Draft EIS evaluates the potential impacts of alternatives on how the NFIP is implemented in the Oregon plan area. FEMA will consider all input received during the Draft EIS public review and comment period. Following the public review and comment period on the Draft EIS, FEMA will develop a Final EIS, identify a preferred alternative, and publish a Record of Decision to conclude the National Environmental Policy Act (NEPA) process.

## **B. Upcoming Projects**

- None.

## **4. Upcoming Events & Important Dates**

- No noteworthy events, special meetings or significant deadlines to mention.
- 

## **Attachments**

- No attachments for this report.



# City of St. Helens City Council Work Session Utilities Rates Presentation October 15, 2025



# Today's Agenda



- Utilities rate making methodology explained
- Recommended rates by year for the next five years
- Water rates details
- Wastewater rates details
- Stormwater rates details
- Regional utilities rates recap
- SDC Discussion
- Regional SDCs recap
- Next steps

# Rate Making Methodology



- Each utility (water, wastewater, and stormwater) has its own 20-year financial forecast model with the following key elements:
  - Operating budget
  - Growth forecast
  - Capital Improvement Plan
  - Cash flow
  - Debt management

# Recommended Rates by Year



## City of St. Helens

### Current and Forecasted Average Monthly Utility Bills - Single Family Residential

| Utility Service    | Current      |              | Forecast     |              |              |              |  |
|--------------------|--------------|--------------|--------------|--------------|--------------|--------------|--|
|                    | 2026         | 2027         | 2028         | 2029         | 2030         | 2031         |  |
| Water - 6.35%      | \$ 61.76     | \$ 65.68     | \$ 69.85     | \$ 74.29     | \$ 79.01     | \$ 84.02     |  |
| Wastewater - 4.64% | 64.18        | 67.16        | 70.27        | 73.53        | 76.95        | 80.52        |  |
| Stormwater - 4.79% | <u>17.16</u> | <u>17.98</u> | <u>18.84</u> | <u>19.75</u> | <u>20.69</u> | <u>21.68</u> |  |
| Total              | \$ 143.10    | \$ 150.82    | \$ 158.97    | \$ 167.57    | \$ 176.64    | \$ 186.22    |  |
| Annual change - \$ |              | \$ 7.72      | \$ 8.15      | \$ 8.60      | \$ 9.08      | \$ 9.58      |  |
| Annual change - %  |              | 5.40%        | 5.40%        | 5.41%        | 5.42%        | 5.42%        |  |

#### Water consumption assumptions:

Water - 5.98 kgal per month average

Sewer - winter monthly average water consumption at 3.74 kgal

# Water



## Macro Economic

- **Customer growth 1.5%**
- **Inflation generally 3.0%**
- **Interest earnings rate 4.0%**
- **Fund balances July 1, 2025**
  - **Operating - \$3.6 million**
  - **Water SDC - \$1.3 million**



## Water System Priorities

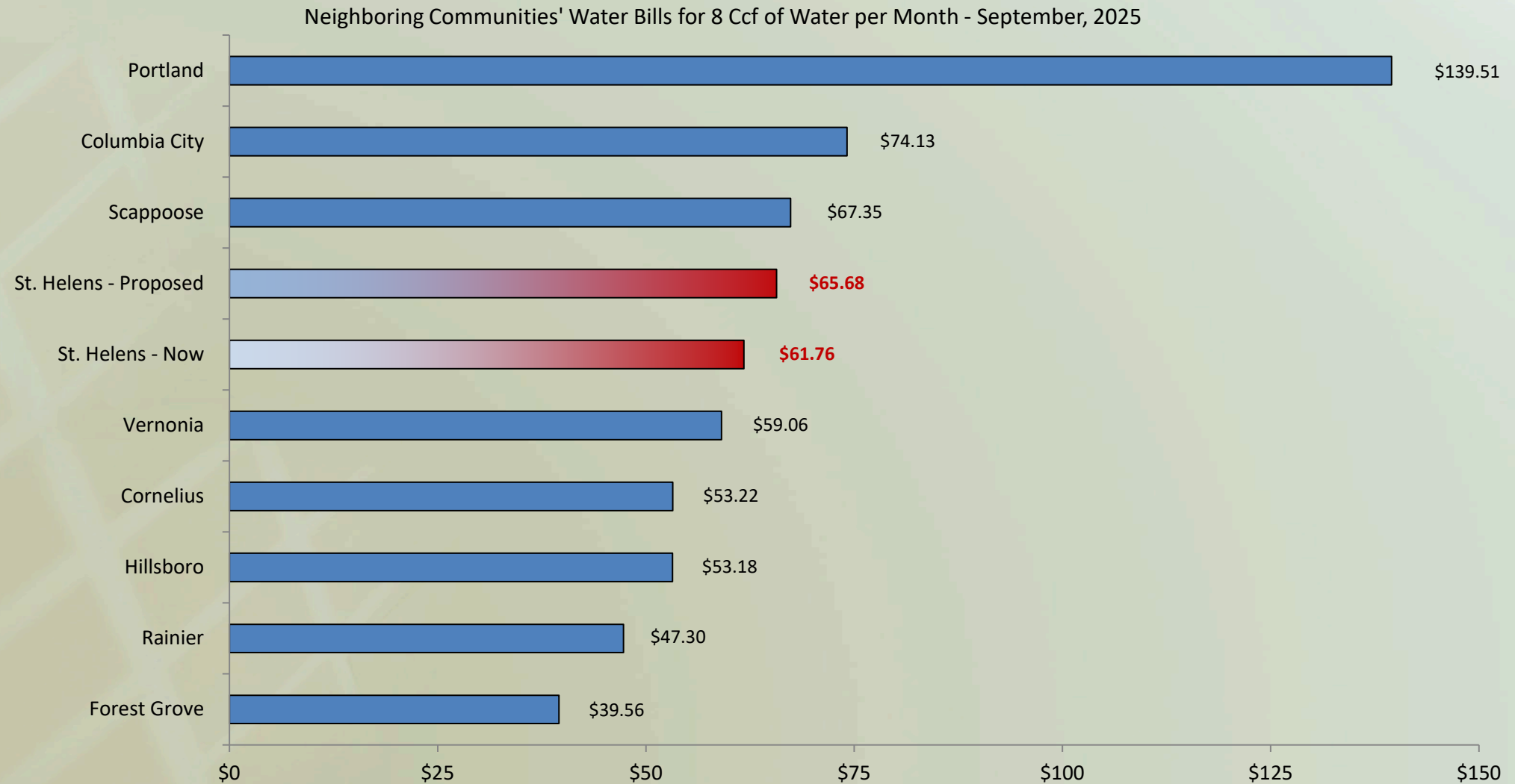
- **New 5 mg distribution reservoir (\$15 million)**
- **Continue to invest in the system (budget for \$400k per year)**
- **Water share of 2020 refunding bonds debt service ~\$463k per year. Retires in FY29**



## Cash Flows & Rate Strategy

- **Fund the 5mg reservoir with new debt; start repayment in FY30; \$1.06 million per year.**
- **SDCs contribute \$1.1 million to the project.**
- **Five-year average annual rate increases 6.35% per year**

# Water – Neighboring Communities Monthly Bills



# Sewer



## Macro Economic

- **Fund balances July 1, 2025**
  - Operating - \$4.7 million
  - Water SDC - \$2.1 million
- **Most Complicated**
  - Collection
  - Primary treatment
  - Secondary treatment
  - Pumping



## Sewer System Priorities

- Sewer capacity project \$24.8 million in progress
- Continue to invest in the system (budget for \$500k per year)
- Sewer share of 2020 refunding bonds debt service ~\$565k per year. Retires in FY29

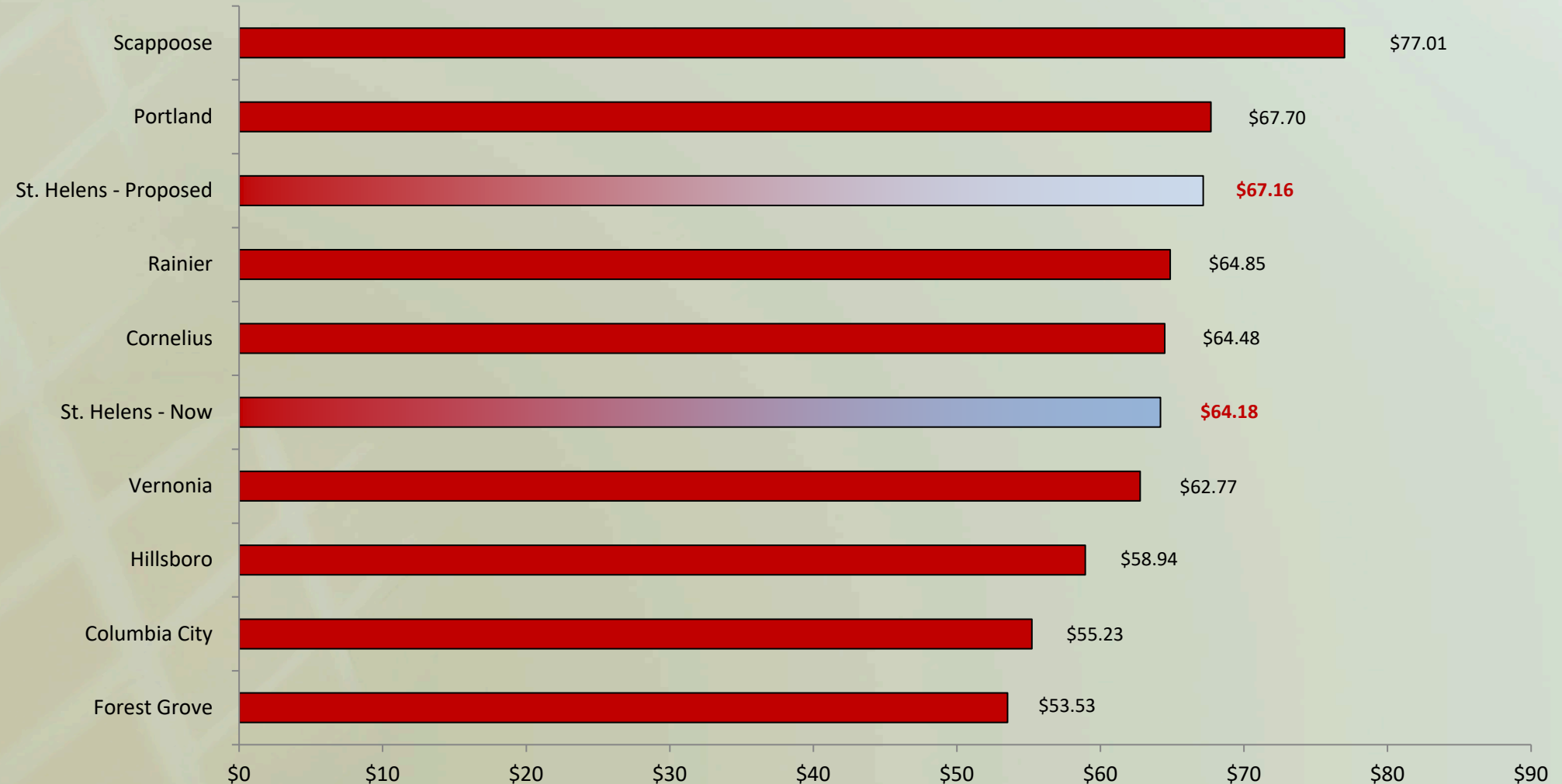


## Cash Flows & Rate Strategy

- **Fund the sewer capacity project with new CWSRF loan (\$2m principal forgiveness)**
- **Start repayment in FY30; \$997k per year**
- **Five-year average annual rate increases 4.64% per year**

# Sewer – Neighboring Communities Monthly Bills

Neighboring Communities' Wastewater Rates for 5 Ccf of Winter Average Monthly Flow - September, 2025





# Stormwater



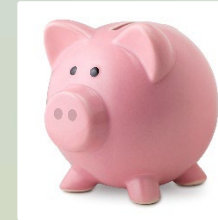
## Macro Economic

- Fund balances July 1, 2025
  - Operating - \$1.3 million
  - Water SDC - \$619k
- No legacy debt service responsibility



## Stormwater System Priorities

- Operate and maintain the system to achieve max efficiency
- \$200k per year for line replacement and CCTV
- \$50k per year for small works and investigations

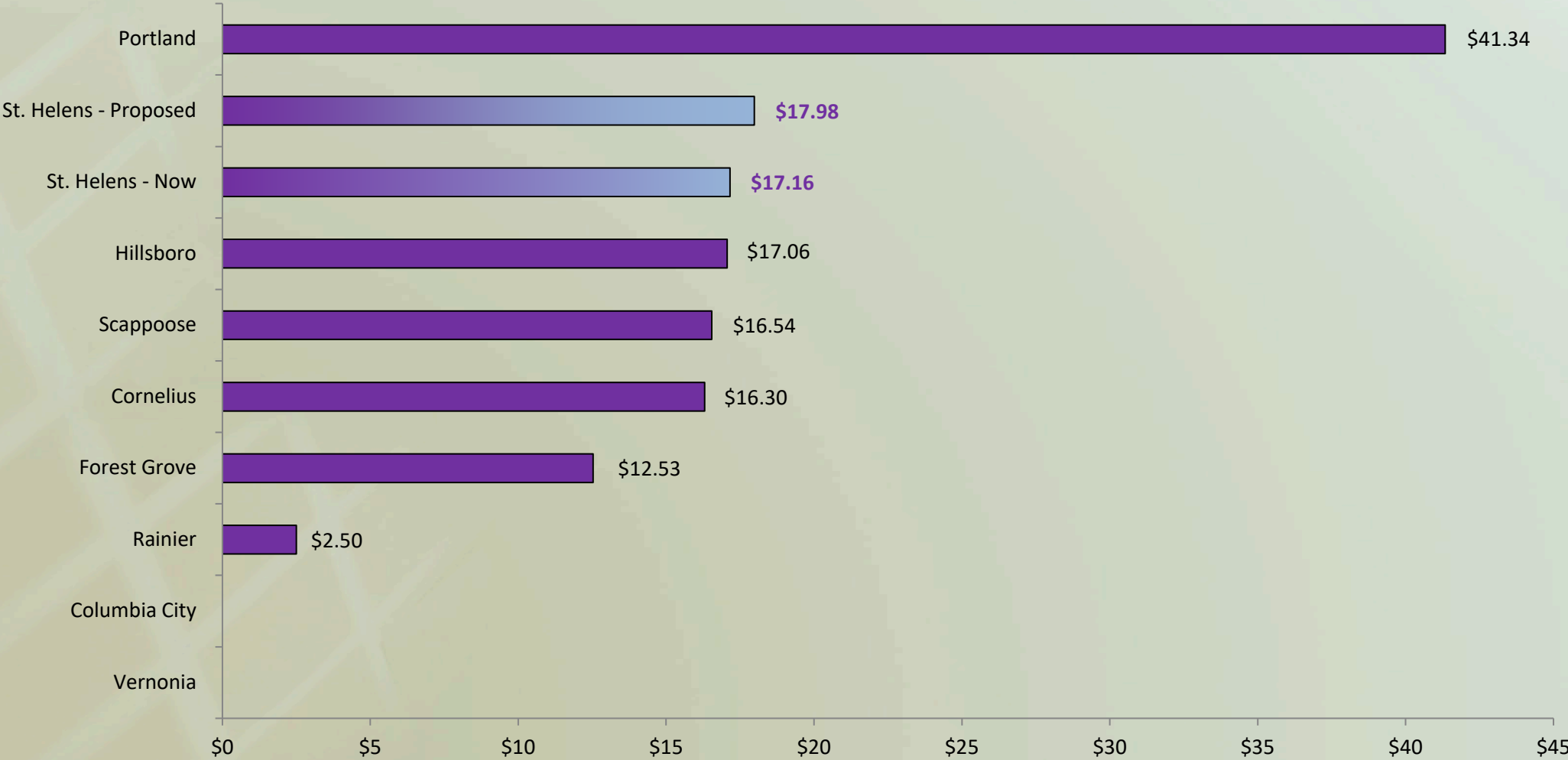


## Cash Flows & Rate Strategy

- Five-year average annual rate increases 4.79% per year
- No new debt

# Stormwater – Neighboring Communities Monthly Bill

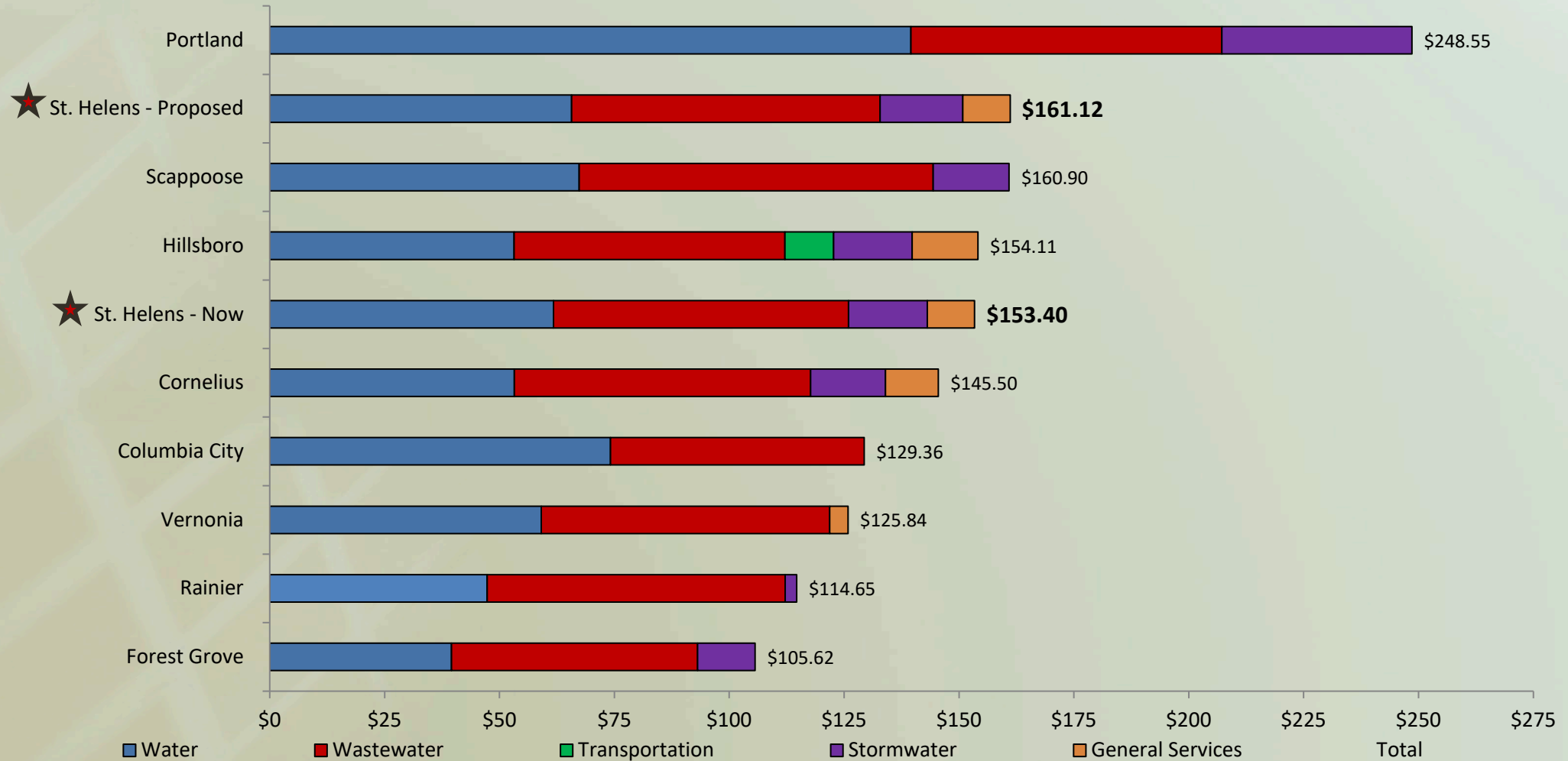
Neighboring Communities' Monthly Stormwater Rates - September, 2025





# Regional Utilities Rates Recap

Regional Utilities Rates per Month - September, 2025



# SDCs Discussion



## Who Pays SDCs

- **New Development**
- **Charged at time of permit issuance**
- **Consists of three components:**
  - Reimbursement, Improvement, and Compliance fees

## Use of SDCs

- SDCs are “restricted revenues” under Oregon budget law
- Cannot be spent on operations or maintenance
- Must be spent on capacity expanding capital expenditures
- Annual reporting required on receipts, expenditures, and cash balances

## Policy Issues Concerning SDCs

- SDCs have an impact on how and when development occurs
- The City is the responsible party for the orderly expansion of infrastructure capacity
- The City Council must strike a balance when it comes to funding infrastructure capacity
- Waiving SDCs means ratepayers and taxpayers must subsidize growth



# Regional SDCs Recap

Regional System Development Charges - Single Family Residential September, 2025



## Next Steps



- Incorporate Council input and direction into the utilities rate forecasts
- Lock down rates and use them for fiscal 2026-2027 budget preparation
- Start work on SDCs update
- Report back to the Council prior to the start of the FY26-27 budget cycle.

# Questions



Item #4.







**COLUMBIA  
ECONOMIC  
TEAM**

**Semi-Annual Update**  
**St Helens City Council**

Wednesday October 15, 2025  
Paul Vogel, Executive Director





# Columbia Economic Team Core Functions & Structure

Item #5.



**COLUMBIA  
ECONOMIC  
TEAM**

## Columbia Economic Team (CET)

**Purpose:** CET's mission is to promote the creation, retention, growth, and attraction of business and industry throughout Columbia County.

### Private & Public Membership Supported

- Business recruitment, retention, and expansion
- Advocacy: Investment, public funding/grants, business, organizations, policy, programming, issues, regulatory & permitting
- Collaborator, Convener, Facilitator: Business, government, non-profits, communities
- Small Business Program & Enterprise Zone Manager



### Columbia County Small Business Resource Center

**Free, confidential, 1-on-1  
business advising on:**

- Business & marketing plans
- Financial strategy & capital
- Hiring & managing teams
- Navigating regulations
- Cash flow
- Starting up, launching, growth, and exit planning
- and much more!

The center also provides:

- Resource Connection
- Educational classes



### Keep it Local Columbia County

**Purpose:** Bolster the local economy by persuading residents and visitors to shop, taste, play, and choose local first.

- Robust and FREE online directory + mobile app
- Social media & newsletter promotions
- Seasonal programs
- Paid business marketing & sponsorships opportunities (optional)



### GRO Greater

**Purpose:** To connect entrepreneurs to the right resources at the right time. Funded by the Ford Family Foundation.

- Resource and asset mapping
- GRO Navigator connects with founders, resources, assets & opportunities
- Facilitates small business loans up to \$50k
- Coordination with CET business programs and initiatives



### Tourism

Destination Management  
Organization Designated by  
Travel Oregon

**Purpose:** Promote and cultivate Columbia County as a visitor destination by leveraging and enhancing resources and assets.

- Strategic planning
- Branding & advocacy
- Destination development
- Promoting recreational and hospitality assets
- Funding advocate & facilitator
- Partnership: local, regional & state

# ACTIVE & PENDING RECRUITMENT/EXPANSION PROJECTS



## Project Spice - Scappoose

Aviation Advanced Manufacturing

250 jobs | \$700m investment | 27 month development



## RestorCap - St Helens (Armstrong Site)

Redevelopment Project

Job count, tenants & activity TBS - 14 months development



## Project Arcadia - St Helens Mill Site

Forest Products & Paper

125+ jobs | 12 months development



## NXT Clean Energy - Clatskanie/ Port Westward

Renewable Diesel & SAS/Aircraft Fuels

258 jobs | \$2.9b investment | 8+ years development



## Scion Lumber- Clatskanie

Specialty Forest Products

135+/- jobs | \$28m investment | 16 month timeline



## Cascade Tissue Property - Scappoose

Available Industrial Property

\$40+m investment closed after 5 years | 287K sf plus  
15 acres available





# ENERGY.....around ENERGY

## Throughout all recruitment, Energy is at the forefront....

- ▶ Smallest to largest recruitment or expansion....MUST have energy, especially natural gas and electricity
- ▶ Nation and Oregon are electric system constrained; Columbia County/NW region constrained as well
- ▶ All our utilities are doing extensive planning work
- ▶ Countywide, community, land & business owner, policy & political support is essential
- ▶ **Two business Oregon Grants:**
  - Kaster/St. Helens Industrial Park Substation
  - Transmission & Load Planning Community Task Force



# Tourism Updates



**COLUMBIA  
COUNTY**

Your Place of Wander







- December 2024 Travel Oregon Commission Meeting
- OTLA 5 Year Reunion
- Sponsored Governor's Tourism Conference Workshop
- April 2025 Travel Oregon Commission Meeting



# \$381,600 in Travel Oregon Grants

- \$100,000: Port of Columbia County
  - Scappoose Bay Marina
- \$100,000: City of St. Helens
  - Riverfront walkway
- \$100,000: St. Helens Main Street/Klondike
  - Elevator
- \$81,600: Clatskanie Chamber
  - Downtown ADA Improvements



2024-2025

Item #5.

# Strategic Investment



St. Helen Main Street  
\$41,144  
“Your Downtown”



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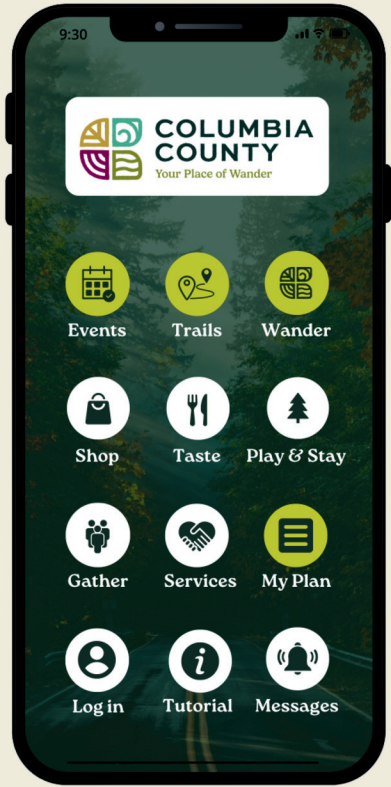


## Underway:

- Value of Tourism Campaign
- Photography Library
- Travel Oregon Recreation Ready Summit
- OTLA - St. Helens candidates
- Upcoming Strategic Investment Grant (\$40,388)
- Upcoming Competitive Grants









# SMALL BUSINESS

Item #5.



**GRO**  
**GREATER**





# A New Chapter, Same Dedication

**On July 1, 2025, we proudly transitioned from the Columbia County SBDC to the Columbia County Small Business Resource Center (SBRC).**

- ▶ Same trusted services, expanded flexibility, more local control.
- ▶ Same local team and community-driven mission
- ▶ More responsive, nimble, and equity-minded



# 2024-2025 BY THE NUMBERS

- **480 total advising hours** delivered across our service area
- **4.96 average advising hours per client**
  - deep, relationship-based support
- **16 new business starts** supported through advising and navigation
- **2024: 130 new clients** onboarded
- **2025 (to date): 125+ new clients** already served

## 2025 GOALS



**150 Clients  
Served by  
year end**



**40+ clients  
5hrs+ of  
advising**



**Track Key  
Outcomes**

(capital formation, new business starts, jobs created/retained)

# OUR YEAR IN REVIEW

- **Over 350 small business clients** served
- Hosted **26 workshops, Munch-N-Learns & classes** between 2024-2025
- **Accessed 4 part-time advisors** to expand expertise
- Delivered consistent, **high-touch 1:1 advising** and support
- **Expanded guidance** for marketing, permitting, capital access, and workforce development
- **Hosted the first-ever Columbia County Small Business Resource Fair**, connecting entrepreneurs to critical tools, advisors, and community partners

## SINCE LAUNCH



**350+  
Clients**



**50+  
Classes Held**



**Held 3  
Special Events**



# WHAT'S NEW? WHAT'S NEXT?

Our goal: Less red tape. More impact. Stronger local economy.

- ▶ Innovation Hub - Regional and expanded partnerships
- ▶ USDA funded sector and peer cohorts
- ▶ Exploring new alternatives and rural/local oriented funding sources to support deeper service

## Deepen Relationships With

- Business Oregon
- Oregon Entrepreneurs Network (OEN)
- Xcelerate Women
- Reinventing Rural
- Local lenders & institutions





# Columbia County SBRC

## Recent and Upcoming Programs....

- ▶ **Munch N Learn:** AI for Business classes (August) and Budgeting for Businesses (September)
- ▶ **Munch N Learn:** How To Use Quickbooks Online in Vernonia, St Helens and via Zoom on Thursday, October 16th
- ▶ **Co.Starters Business Bootcamp Launch**
  - November 21<sup>st</sup> & 22<sup>nd</sup> ( St Helens)
- ▶ Chrissy and Jason completed training through FINSYNC and are **Co.Starters Certified Facilitators**





# WHERE TO POINT PEOPLE TO?

Item #5.



[columbiaeconomicteam.com/grow/sbrc/](https://columbiaeconomicteam.com/grow/sbrc/)

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# GRO GREATER

GROWING RURAL OREGON: ENTREPRENEUR-LED ECONOMIC DEVELOPMENT



**Connecting entrepreneurs to the right resources at the right time**

- ▶ Powered by: Columbia Economic Team (CET) with funding from The Ford Family Foundation
- ▶ Supporting Partners: e2 National Resource Network & Community LendingWorks



COLUMBIA  
ECONOMIC  
TEAM



community  
LendingWorks





# ACCOMPLISHMENTS

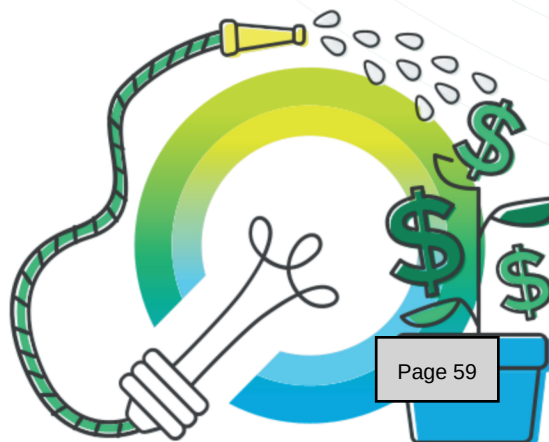
## CAPITAL, CAPACITY & COLLABORATION

- ▶ **\$30,000 in GRO Technical Assistance Grants (TAG)** distributed to Columbia County businesses. Most services delivered by **local TA providers**.
- ▶ **13 GRO Loans facilitated**, delivering over **\$700,000** in direct funding for business growth
- ▶ Facilitated and delivered **5 eCommerce classes**, now available as digital asset and resource on Youtube
- ▶ Continued support of entrepreneurs through navigation, meaningful meetups, and coordinated outreach, connecting.
- ▶ Metrics-driven approach supporting capital access, job creation & long-term planning – for the innovative and driven entrepreneur

# WHAT'S NEW? WHAT'S NEXT?

## The Road Ahead: Year 3 Activation & Impact

- ▶ Year 3 funding approved! Thanks to a strong track record and measurable impact
- ▶ Short pause in June/July to submit Year 2 Report, Year 3 application and evaluate progress
- ▶ GRO Navigation Team reactivating this quarter. More outreach, deeper engagement, & expanded resource navigation
- ▶ **Continuing to build a sustainable, entrepreneur-led ecosystem in Columbia County**







# KEEP IT LOCAL COLUMBIA COUNTY

**Encouraging people to shop, taste, play, and choose local first.**

**We do this through:**

- ▶ Social Media & Digital Marketing
- ▶ Columbia County's largest Online Directory / Mobile App
- ▶ Promotions & Seasonal Campaigns





# WHAT'S NEW? WHAT'S NEXT?

Item #5.

- ▶ Launch the “Breakthrough” Podcast
- ▶ Launch a countywide e-gift card program
- ▶ Grow the directory 40%, to at least 1000 listings

**Don't forget to download the  
Columbia County Mobile App!**





# WHAT'S UNDERWAY

Item #5.



**Sign Up!**  
FOR  
*Keep it Local*  
**For the Holidays**

**DUE WEDNESDAY NOVEMBER 5TH.**



**THE WONDERLAND CARD**  
NOV. 14TH - JAN 7TH  
For every \$10 a customer spends at your business, they get a stamp on their card for a chance to win \$3000 and 30+ prizes!



**THE BIGFOOT TRAIL**  
NOV. 14TH - JAN 7TH  
Bigfoot is shopping local in the county! Hide a footprint in your business for customers to find.



**New!**  
**KEEP IT LOCAL E-GIFT CARD**  
NOV. 14TH-NOV 2026  
Customers can purchase an e-gift card and email it to others to spend at participating businesses year-round. If your POS system accepts Master Card manual entries and/or Apple/Google Pay, You're good to sign up!

Contact Sierra to learn more [sierra@columbiacountyoregon.com](mailto:sierra@columbiacountyoregon.com)



**I Will Be Vending at the**  
*The Columbia County*  
**Small Business Saturday Bazaar!**

**SAT. NOVEMBER 30TH, 9-4PM** | **AT THE JOHN GUMM BUILDING**  
**251 ST HELENS ST, ST HELENS OR**

- SHOP LOCALLY MADE ITEMS
- SEE THE NEWLY RESTORED BUILDING
- TAKE PHOTOS WITH SANTA FOR FREE, 11AM-2PM
- JOIN THE COMMUNITY COOKIE BAKE-OFF
- CRAFT & MAIL CARDS TO THE NORTH POLE
- AND MUCH MORE!





# THE BRE PROJECT

**The Columbia County Business Community Connection (BRE) Project combines a proven model, direct interviews, data analysis, and collaboration to create an informed, shared vision for future business development in the county.**

- 1** Support, retain, & grow local businesses based on *their* needs (through data collection)
- 2** Strengthen partnerships & collaboration within the ecosystem
- 3** Establish & implement a shared countywide Economic Vision & CET Strategic Plan





# UNDERWAY

## IMPLEMENTATION

### 4 ACTION PRIORITIES:

1. Workforce & Education
2. User-Friendly Regulatory/  
Permitting Processes
3. Communication &  
Collaboration
4. Downtown Revitalization





# LOOKING FORWARD...



## Begin Execution of CET Strategic Plan

- Board Approval 9/2025
- Membership and Board composition and other priority tasks; timeline



## Year 3 Execution GRO Greater



## Sustain & Grow

- **BRE** – Business Community Connection execution
- Small Business Resource Center/Programs
- Keep it Local
- GRO



## Multiple Major Grant Submissions



Business Oregon - Innovation Hub



USDA Grant



- TAP Grant for Underrepresented Businesses
- OCF Thriving Entrepreneurs Grant
- ROI
- OnPoint CU Economic Opportunity Grant



## Consistently strengthen and leverage regional and statewide relationships



## CET/ Regional Tourism Capacity Expansion



## Workforce Coordination



# Opportunities & Challenges



## Opportunities

- ▶ Largest concentration of buildable, industrial employment lands in/adjacent to metro area
- ▶ Elevated market awareness
- ▶ Elevated State awareness
- ▶ OMIC R&D, and PCC/OMIC Training Center



## Challenges

- ▶ Oregon ranked 39<sup>th</sup> nationally in Business Friendliness
- ▶ Oregon ranked 30<sup>th</sup> in tax competitiveness
- ▶ Oregon ranked 45<sup>th</sup> in manufacturing growth
- ▶ Housing
- ▶ National economy
- ▶ Tariff uncertainty





**At Columbia Economic Team,**  
with your support, opportunities  
and challenges are equally  
embraced on behalf of the  
community.

**Thank you for your engagement,  
partnership and support!**





## St. Helens Universal Fee Schedule

| POLICE DEPARTMENT FEES                                            |    |        |                           |
|-------------------------------------------------------------------|----|--------|---------------------------|
| Vehicle Impound Fee                                               | \$ | 100.00 | Per vehicle               |
| Bicycle Impound Fee                                               | \$ | 1.00   | Per bicycle               |
| Parking Citation                                                  | \$ | 25.00  | Per ticket                |
| Handicap Zone Violation                                           | \$ | 250.00 | Per ticket                |
| False Alarm Response Fee, if exceeds 2 within a 12-month period   | \$ | 50.00  | Per call                  |
| False Alarm Response Fee, if exceeds 4 within a 12-month period   | \$ | 125.00 | Per call                  |
| Police Reports                                                    | \$ | 20.00  | Per case (Up to 30 pages) |
| Reproduction of Digital Photos/Audio/Video from Police Department | \$ | 20.00  | Per Cassette/CD/DVD/USB   |



## St. Helens Universal Fee Schedule

| MISCELLANEOUS FEES                                              |    |        |                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------------------|----|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Appeals Fee - General                                           | \$ | 175.00 | Per appeal                                                                                                                                                                                                                                                             |
| Non-Sufficient Check Charge                                     | \$ | 25.00  | Per check                                                                                                                                                                                                                                                              |
| Permit - To Use Sidewalk Area for Furniture                     | \$ | 50.00  | Per 50 feet of street frontage used, rounded up.                                                                                                                                                                                                                       |
| Photocopies & Printouts                                         |    |        |                                                                                                                                                                                                                                                                        |
| Black & White: 8.5" x 11"                                       | \$ | 0.50   | Per side                                                                                                                                                                                                                                                               |
| Black & White: 8.5" x 14"                                       | \$ | 0.75   | Per side                                                                                                                                                                                                                                                               |
| Black & White: 11" x 17"                                        | \$ | 1.00   | Per side                                                                                                                                                                                                                                                               |
| Color: 8.5" x 11"                                               | \$ | 1.00   | Per side                                                                                                                                                                                                                                                               |
| Color: 8.5" x 14"                                               | \$ | 1.50   | Per side                                                                                                                                                                                                                                                               |
| Color: 11" x 17"                                                | \$ | 2.00   | Per side                                                                                                                                                                                                                                                               |
| 22" x 34" (B&W)                                                 | \$ | 3.00   | Per page                                                                                                                                                                                                                                                               |
| 22" x 34" (Color)                                               | \$ | 5.00   | Per page                                                                                                                                                                                                                                                               |
| 24" x 36" (B&W)                                                 | \$ | 6.00   | Per page                                                                                                                                                                                                                                                               |
| 24" x 36" (Color)                                               | \$ | 8.00   | Per page                                                                                                                                                                                                                                                               |
| Greater than 24" x 36" (B&W)                                    | \$ | 12.00  | Per page                                                                                                                                                                                                                                                               |
| Greater than 24" x 36" (Color)                                  | \$ | 16.00  | Per page                                                                                                                                                                                                                                                               |
| Reproduction of Audio/Video from City Meetings                  | \$ | 25.00  | Per Cassette/CD/DVD/USB                                                                                                                                                                                                                                                |
| Public Records Request                                          | \$ | 20.00  | Minimum deposit. Deposit may be more depending upon the extent of the request. If staff time is less than 15 minutes, only materials costs will be charged. If staff time is more than 15 minutes, labor is charged to the 1/4 hour. Any overpayment will be refunded. |
| Lien Search                                                     | \$ | 29.00  | Per Lien Search                                                                                                                                                                                                                                                        |
| Declaration of Candidacy Fee (to run for City Council)          | \$ | 50.00  |                                                                                                                                                                                                                                                                        |
| Advertising Bench - Annual Inspection Fee                       | \$ | 10.00  | Per bench                                                                                                                                                                                                                                                              |
| Reinspection Fee by CRFR for noncompliance with code provisions | \$ | 50.00  | Per reinspection                                                                                                                                                                                                                                                       |
| Request for Information                                         | \$ | 25.00  | Per Cassette/CD/DVD/USB                                                                                                                                                                                                                                                |
| Special Abatement of Illegal Notices or Advertisements          | \$ | 20.00  | Per notice or advertisement                                                                                                                                                                                                                                            |





## St. Helens Universal Fee Schedule

| LIBRARY FEES                                                   |    |          |                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------|----|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Nonresident Borrower Card Fee                                  | \$ | 35.00    | Per year                                                                                                                                                                                                                                                                                                                                  |
|                                                                | \$ | 10.00    | Per three (3) months                                                                                                                                                                                                                                                                                                                      |
| Resident Business Borrower Card Fee                            | \$ | -        | No charge. A borrower card for a resident business must be issued in the business's name. Business owner must show a valid City of St. Helens resident business license as well as the business owner's Oregon driver's license to register for a card. The card may be used by employees of the business with the owner's authorization. |
| Digital Only Card                                              | \$ |          | No Charge                                                                                                                                                                                                                                                                                                                                 |
| Oregon Library Passport Program Card                           | \$ | -        | No charge. Cardholders are limited to a maximum of 5 items checked out at a time and a maximum of 3 holds and do not have access to cultural passes, digital loans, or interlibrary loan services.                                                                                                                                        |
| Interlibrary Loan                                              | \$ | 3.00     | Per item                                                                                                                                                                                                                                                                                                                                  |
| Fees for Lost or Destroyed Materials                           |    |          | As long as a lost item is returned in good condition within three (3) months of having been paid, a full refund will be given.                                                                                                                                                                                                            |
| Books, magazines, recordings, DVDs, CDs, or any other material |    | ->       | Original list price                                                                                                                                                                                                                                                                                                                       |
| Cultural Pass                                                  | \$ | 30.00    |                                                                                                                                                                                                                                                                                                                                           |
| Replacing a borrower's lost card                               | \$ | 2.00     |                                                                                                                                                                                                                                                                                                                                           |
| Missing bar code label                                         | \$ | 2.00     |                                                                                                                                                                                                                                                                                                                                           |
| Lost or damaged case for CDs and DVDs                          | \$ | 5.00     |                                                                                                                                                                                                                                                                                                                                           |
| Lost or damaged insert for CDs and DVDs                        | \$ | 7.00     |                                                                                                                                                                                                                                                                                                                                           |
| Meeting Room Fees                                              |    |          | Non-profit, public educational, and governmental organizations that do not charge fees for events scheduled in meeting rooms will be exempt from meeting room fees, as long as their use of the rooms happens during normal Library hours. For after-hours events, the appropriate hourly rate will still be charged.                     |
| Auditorium                                                     |    | \$25.00  | Per hour                                                                                                                                                                                                                                                                                                                                  |
|                                                                |    | \$75.00  | Per half day (up to 4 hours)                                                                                                                                                                                                                                                                                                              |
|                                                                |    | \$150.00 | All day (Open hours)                                                                                                                                                                                                                                                                                                                      |
| Armstrong                                                      |    | \$20.00  | Per hour                                                                                                                                                                                                                                                                                                                                  |
|                                                                |    | \$50.00  | Per half day (up to 4 hours)                                                                                                                                                                                                                                                                                                              |
|                                                                |    | \$95.00  | All day (Open hours)                                                                                                                                                                                                                                                                                                                      |
| Both Rooms                                                     |    | \$40.00  | Per hour                                                                                                                                                                                                                                                                                                                                  |
|                                                                |    | \$110.00 | Per half day (up to 4 hours)                                                                                                                                                                                                                                                                                                              |
|                                                                |    | \$210.00 | All day (Open hours)                                                                                                                                                                                                                                                                                                                      |
| Use of one or both meeting rooms outside normal Library hours  | \$ | 45.00    | Per hour                                                                                                                                                                                                                                                                                                                                  |
| Makespace consumable materials                                 |    | ->       | Current market price, as listed in the Makespace                                                                                                                                                                                                                                                                                          |
| Photocopies & Printouts                                        |    |          |                                                                                                                                                                                                                                                                                                                                           |
| Black & White Copies: 8.5" x 11"                               | \$ | 0.10     | Per side                                                                                                                                                                                                                                                                                                                                  |
| Black & White Copies: 8.5" x 14"                               | \$ | 0.10     | Per side                                                                                                                                                                                                                                                                                                                                  |
| Color Copies: 8.5" x 11"                                       | \$ | 0.50     | Per side                                                                                                                                                                                                                                                                                                                                  |
| Color Copies: 8.5" x 14"                                       | \$ | 0.50     | Per side                                                                                                                                                                                                                                                                                                                                  |



## St. Helens Universal Fee Schedule

| MUNICIPAL COURT FEES                                   |    |                                                                       |
|--------------------------------------------------------|----|-----------------------------------------------------------------------|
| Civil Compromise Costs                                 | \$ | 300.00                                                                |
| Collection Fee per ORS 137.118 (3) (Maximum \$250)     |    | 25%                                                                   |
| Default Judgment                                       | \$ | 20.00                                                                 |
| Discovery                                              | \$ | 20.00 Per case number (up to 30 pages)                                |
| Driver's License Reinstatement/Offense (City Portion)  | \$ | 20.00                                                                 |
| Driving Record - Traffic Offenses Only (non-certified) | \$ | 1.00                                                                  |
| Failure to Appear for Bench Trial                      | \$ | 150.00                                                                |
| Failure to Appear for Jury Trial                       | \$ | 300.00                                                                |
| Installment Fee - for 6-month plan                     | \$ | 25.00                                                                 |
| Installment Fee - for 12-month plan                    | \$ | 50.00                                                                 |
| Warrant Issued                                         | \$ | 100.00                                                                |
| Withholding on County Assessment                       |    | 10% at monthly distribution                                           |
| Probation Violation                                    | \$ | 50.00                                                                 |
| Court Appointed Attorney Rates - Misdemeanor           | \$ | 200.00 Per misdemeanor with maximum of \$400 unless approved by court |
| Court Appointed Attorney Rates - Probation Violation   | \$ | 125.00 Per case with maximum of \$250 unless approved by court        |
| Court Appointed Attorney Rates - Bench Trial           | \$ | 400.00                                                                |
| Court Appointed Attorney Rates - Jury Trial            | \$ | 600.00                                                                |



## St. Helens Universal Fee Schedule

| BUSINESS LICENSE FEES                   |    |                                                     |                                          |
|-----------------------------------------|----|-----------------------------------------------------|------------------------------------------|
| Residential Business License            |    |                                                     |                                          |
| 00 - 9.99 full-time equivalents         | \$ | 65.00                                               |                                          |
| 10 - 24.99 full-time equivalents        | \$ | 85.00                                               |                                          |
| 25 - 49.99 full-time equivalents        | \$ | 105.00                                              |                                          |
| 50 - 99.99 full-time equivalents        | \$ | 125.00                                              |                                          |
| 100+ full-time equivalents              | \$ | 145.00                                              |                                          |
| Non-Resident Business License           | \$ | 150.00                                              |                                          |
| Residential Rentals                     | \$ | 10.00                                               | Per Unit, Per Month                      |
| Commercial Rentals                      | \$ | 20.00                                               | Per Unit, Per Month                      |
| Non-Resident Temporary Business License | \$ | 75.00                                               | 6 Month Business License                 |
| Late Renewal Fee                        | \$ | 50.00                                               | After 60 Days Late Renewal               |
| Appeals Processing Fee                  | \$ | 150.00                                              |                                          |
| OLCC New Application                    | \$ | 100.00                                              |                                          |
| OLCC Application Change Fee             | \$ | 75.00                                               |                                          |
| OLCC Application Renewal Fee            | \$ | 35.00                                               |                                          |
| Sidewalk Vendor Application Fee         | \$ | 75.00                                               |                                          |
| Sidewalk Vendor Permit Fee              | \$ | 75.00                                               |                                          |
| Sidewalk Vendor Appeal Fee              | \$ | 150.00                                              |                                          |
| Marijuana Business Licenses:            |    |                                                     |                                          |
| Producers:                              |    | <u>According to OAR 845-025-2040</u>                |                                          |
|                                         |    | <u>Indoor / Outdoor Production Size Limitations</u> |                                          |
| Micro Tier I                            | \$ | 250.00                                              | Up to 625 sf / Up to 2,500 sf            |
| Micro Tier II                           | \$ | 500.00                                              | 626 to 1,250 sf / 2,501 to 5,000 sf      |
| Tier 1                                  | \$ | 1,000.00                                            | 1,251 to 5,000 sf / 5,001 to 20,000 sf   |
| Tier II                                 | \$ | 1,500.00                                            | 5,001 to 10,000 sf / 20,001 to 40,000 sf |
| Medical Canopy                          | \$ | 65.00                                               |                                          |
| Processors                              | \$ | 1,000.00                                            |                                          |
| Wholesalers                             | \$ | 1,000.00                                            |                                          |
| Retailers                               | \$ | 1,000.00                                            |                                          |





St. Helens Universal Fee Schedule

| SOCIAL GAMING FEES                            |    |       |                              |
|-----------------------------------------------|----|-------|------------------------------|
| Non-refundable Application Fee                | \$ | 75.00 | Per 12-month lease           |
| License Fee for 1-10 Tables                   | \$ | 75.00 | Per 12-month lease           |
| License Fee for each additional table over 10 | \$ | 15.00 | Per table per 12-month lease |



## St. Helens Universal Fee Schedule

| ENGINEERING FEES                                       |                                             |                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Right-Of-Way Permit                                    | \$150.00                                    | Fee waived for projects with a value of less than \$1,500 or if part of a permit for the construction of public improvements.<br><br>Plan Review fee includes up to three plan review iterations, after which additional plan review fees will apply.                                                                                  |
| Pavement Cut Fee                                       | \$10.00 per linear foot<br>\$150.00 minimum |                                                                                                                                                                                                                                                                                                                                        |
| Plan Review for Public Improvements                    |                                             |                                                                                                                                                                                                                                                                                                                                        |
| Engineer's Approved Preliminary Project Cost Estimate, |                                             |                                                                                                                                                                                                                                                                                                                                        |
| from \$0.01 to \$10,000                                | 12% of Cost Estimate                        |                                                                                                                                                                                                                                                                                                                                        |
| from \$10,001 to \$50,000                              | 10% of Cost Estimate                        |                                                                                                                                                                                                                                                                                                                                        |
| from \$50,001 to \$100,000                             | 8% of Cost Estimate                         |                                                                                                                                                                                                                                                                                                                                        |
| from \$100,001 to \$500,000                            | 6% of Cost Estimate                         |                                                                                                                                                                                                                                                                                                                                        |
| from \$500,001 to \$1,000,000                          | 4% of Cost Estimate                         | Fee for plan reviews that exceed the initial three review iterations for plan reviews for public improvements.<br><br>Fee includes construction documentation reviews, project management, inspection, temporary use or closure of public right-of-way including sidewalk, lanes, or parking spaces as approved, warranty inspections. |
| from \$1,000,001 and above                             | 2% of Cost Estimate                         |                                                                                                                                                                                                                                                                                                                                        |
| Plan Review - Additional Reviews                       | \$120/hour<br>1 hour minimum                |                                                                                                                                                                                                                                                                                                                                        |
| Permit for the Construction of Public Improvements     |                                             |                                                                                                                                                                                                                                                                                                                                        |
| Engineer's Approved Final Project Cost Estimate,       |                                             |                                                                                                                                                                                                                                                                                                                                        |
| from \$0.01 to \$10,000                                | 18% of Cost Estimate                        |                                                                                                                                                                                                                                                                                                                                        |
| from \$10,001 to \$50,000                              | 15% of Cost Estimate                        |                                                                                                                                                                                                                                                                                                                                        |
| from \$50,001 to \$100,000                             | 12% of Cost Estimate                        |                                                                                                                                                                                                                                                                                                                                        |
| from \$100,001 to \$500,000                            | 9% of Cost Estimate                         | Fee includes Blast plan compliance inspections.                                                                                                                                                                                                                                                                                        |
| from \$500,001 to \$1,000,000                          | 6% of Cost Estimate                         |                                                                                                                                                                                                                                                                                                                                        |
| from \$1,000,001 and above                             | 3% of Cost Estimate                         | Review fee for site development permits, dwelling permits, manufactured home placement permits, and structural building permits (new construction and additions). Includes System Development Charges (SDCs) review, engineering plan review, and up to three site inspections, including final inspection.                            |
| Blasting Permit                                        | \$1,200.00                                  |                                                                                                                                                                                                                                                                                                                                        |
| Engineering Services for Building Permits              | \$320                                       |                                                                                                                                                                                                                                                                                                                                        |



## St. Helens Universal Fee Schedule

|                                                     |                                                             |                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                     | \$75.00                                                     | Engineering review fees for, <ul style="list-style-type: none"> <li>Minor site plan and design reviews such as decks which require only a minimal amount of review (Determined on a case-by-case basis)</li> <li>Structural building permits for SFD non-dwelling additions (SDC Exempt)</li> <li>Demo permits</li> <li>Grade-fill permits</li> </ul> (STR, DEMO type permits) |
| Additional Engineering Inspections or Reviews       | \$120/hour<br>1 hour minimum                                | Fee for engineering inspections or reviews not covered by an existing permit or fee.                                                                                                                                                                                                                                                                                           |
| Speed Hump Request Application Fee                  | \$150.00                                                    | Application processing and initial engineering review to determine if the road meets the necessary criteria for speed humps.                                                                                                                                                                                                                                                   |
| Traffic Study                                       | \$2,200.00                                                  | Fee for performing traffic study, collecting and analyzing data regarding traffic patterns needed to inform decisions on speeding and the potential impacts of installing traffic calming measures                                                                                                                                                                             |
| Erosion Protection and Sedimentation Control Permit | \$250.00                                                    | Permit fee for sites ranging from 5,000 square feet to 10,000 square feet, and for sites within 50 feet of a body of water or a wetland that disturbs 1,000 square feet to \$10,000 square feet.                                                                                                                                                                               |
|                                                     | \$500.00                                                    | Permit fee for sites ranging from 10,001 square feet to ½-acre (21,780 square feet)                                                                                                                                                                                                                                                                                            |
|                                                     | \$500.00 plus \$50.00 for each additional 1,000 square feet | Permit fee for sites greater than ½-acre (21,780 square feet)                                                                                                                                                                                                                                                                                                                  |
| Moratorium Street Cut                               | \$2,500                                                     | Arterial / Collector streets per cut                                                                                                                                                                                                                                                                                                                                           |
|                                                     | \$2,000                                                     | Riverfront District per cut                                                                                                                                                                                                                                                                                                                                                    |
|                                                     | \$1,200                                                     | All other streets per cut                                                                                                                                                                                                                                                                                                                                                      |
| Sanitary Sewer Capacity COA (Non-SDC) Surcharge     | Varies                                                      | Surcharge fee per equivalent dwelling unit (EDU) based on the portion of Wastewater Collection System between the subject property and the Wastewater Treatment Plant which development will discharge to that is identified as at or above capacity in the 2021 Wastewater Master Plan.                                                                                       |





## St. Helens Universal Fee Schedule

| UTILITY BILLING FEES                                           |    |          |                                                                                     |
|----------------------------------------------------------------|----|----------|-------------------------------------------------------------------------------------|
| Water Service Shut off/on: Mon-Fri 830 AM - 430 PM             | \$ | -        | No Charge                                                                           |
| Water Service Shut off/on: During off business hours           | \$ | 150.00   | Per request                                                                         |
| Failed Payment Arrangement                                     | \$ | 50.00    |                                                                                     |
| Late Fee                                                       | \$ | 25.00    | Fee waived if bill is < \$25                                                        |
| Reconnection Fee (if Shutoff due to non-payment)               | \$ | 75.00    | Fee applied on Shut-off Day                                                         |
| Temporary Service for New Construction                         | \$ | 25.00    |                                                                                     |
| Tampering with Meter Fees                                      |    |          |                                                                                     |
| Tampering: Turning water on/off without City Personnel         | \$ | 50.00    | Up to and possibly including cost of meter replacement & Labor                      |
| Tampering: Turning water on while on the current shut-off list | \$ | 100.00   | Up to and possibly including cost of meter replacement & Labor                      |
| Tampering: Breaking installed Lock to turn on meter            | \$ | 200.00   | Up to and possibly including cost of meter replacement & Labor & Ticket from Police |
| Utility Billing Insert - B&W, 1-Sided, 8.5x11                  | \$ | 500.00   | Available to Non-Profits Only                                                       |
| Utility Billing Insert - B&W, 2-Sided, 8.5x11                  | \$ | 650.00   | Available to Non-Profits Only                                                       |
| Utility Billing Insert - Color, 1-Sided, 8.5x11                | \$ | 1,100.00 | Available to Non-Profits Only                                                       |
| Utility Billing Insert - Color, 2-Sided, 8.5x11                | \$ | 1,550.00 | Available to Non-Profits Only                                                       |



## St. Helens Universal Fee Schedule

| WASTEWATER TREATMENT PLANT FEES                         |    |          |                        |
|---------------------------------------------------------|----|----------|------------------------|
| Pretreatment Program Administrative Fee (Choose Option) |    |          |                        |
| Annual                                                  | \$ | 1,500.00 |                        |
| Monthly                                                 | \$ | 125.00   |                        |
| Annual DEQ Fees Assessed to the City                    | \$ | -        | Actual cost of DEQ     |
| New Industrial Discharge Permit Issuance                | \$ | 500.00   |                        |
| Renewal Industrial Discharge Permit Issuance            | \$ | 300.00   |                        |
| Non-Discharge Annual Permit Fee                         | \$ | 500.00   |                        |
| Demand Inspection Fee                                   | \$ | 100.00   |                        |
| Demand Sampling and Monitoring Fee                      | \$ | -        | Actual cost of service |
| Enforcement Activities                                  | \$ | -        | Actual cost of service |



## St. Helens Universal Fee Schedule

| PARKS AND RECREATION FEES                                |    |       |                                                                    |
|----------------------------------------------------------|----|-------|--------------------------------------------------------------------|
| Park Areas for Reservation                               |    |       |                                                                    |
| McCormick Park                                           |    |       |                                                                    |
| Area 1 - Veterans Pavilion                               | \$ | 25.00 | Per 3-hour Session                                                 |
| Areas 2-4                                                | \$ | 25.00 | Per 3-hour Session                                                 |
| Campbell Park                                            |    |       |                                                                    |
| Areas 1-2                                                | \$ | 25.00 | Per 3-hour Session                                                 |
| Columbia View Park                                       |    |       |                                                                    |
| Area 1 - Gazebo Amphitheater                             | \$ | 25.00 | Per 3-hour Session                                                 |
| Field Areas for Reservation                              |    |       |                                                                    |
| McCormick Park                                           |    |       |                                                                    |
| Softball Fields 1-2                                      | \$ | 10.00 | Per 3-hour Session                                                 |
| T-ball Fields 1-2                                        | \$ | 5.00  | Per 3-hour Session                                                 |
| Soccer Field (Combines both T-ball Fields)               | \$ | 10.00 | Per 3-hour Session                                                 |
| 6th Street Park                                          |    |       |                                                                    |
| Baseball Fields 1-2                                      | \$ | 5.00  | Per 3-hour Session                                                 |
| Campbell Park                                            |    |       |                                                                    |
| Softball Fields 1-2                                      | \$ | 10.00 | Per 3-hour Session                                                 |
| Recreation Center                                        |    |       |                                                                    |
| Softball Fields 1-3                                      | \$ | 5.00  | Per 3-hour Session                                                 |
| Dock moorage fee                                         | \$ | 15.00 | Per day                                                            |
| Dock electrical connection                               | \$ | 5.00  | Per 24 hours                                                       |
| Recreation Center                                        |    |       |                                                                    |
| Recreation Center Rental                                 | \$ | 30.00 | Per Hour                                                           |
| Security Deposit (refundable)                            | \$ | 50.00 | Refundable security deposit                                        |
| Community Center                                         |    |       |                                                                    |
| Community Center Small Meeting Room                      | \$ | 10.00 | Per Hour Non-profits 50% reduction with proof of non-profit letter |
| Community Center Main Room Rental (kitchen not rentable) | \$ | 25.00 | Per Hour Non-profits 50% reduction with proof of non-profit letter |
| Community Center Theatre Room Rental                     | \$ | 25.00 | Per Hour Non-profits 50% reduction with proof of non-profit letter |
| Toddler Play Gym ages 0-5 years old                      | \$ | 25.00 | Per Hour                                                           |
| Event Impact Fee                                         | \$ | 4.95  | Per Ticket                                                         |
| Permit - Parade                                          |    |       |                                                                    |
| Permit - Public Assembly                                 | \$ | 50.00 | Per event                                                          |
| Permit - To Amplify Sound                                | \$ | 50.00 | Per event                                                          |
| Permit - Engage in Commercial Activity                   | \$ | 50.00 | Per event                                                          |
| Permit - To Use City Property During Hours of Closure    | \$ | 50.00 | Per event                                                          |
| Permit - To Use Electrical Connections Owned by City     | \$ | 25.00 | Per day                                                            |
| Permit - To Use Special Use Area                         | \$ | 50.00 | Per event                                                          |
| Late Fees                                                |    |       |                                                                    |
| General Park Use (7 business days)                       | \$ | 10.00 |                                                                    |
| Public Assembly (45 business days)                       | \$ | 25.00 |                                                                    |
| Parade & Walks (45 business days)                        | \$ | 50.00 |                                                                    |
| Tournament Fee                                           | \$ | 10.00 | Per Team                                                           |
| Use of Field Lights                                      | \$ | 25.00 |                                                                    |





## St. Helens Universal Fee Schedule

### PUBLIC WORKS FEES

#### Water System Connection

- 3/4-inch meter only (Single Family) \$310.00
- 3/4-inch meter only (Duplex) \$620.00
- 3/4-inch meter and service (Single Family) \$1,700.00
- 3/4-inch meter and service (Duplex) \$3,400.00
- 1-inch or larger meter \$1,700.00 plus actual Time and Materials

#### Wastewater System Connection

- 4-inch diameter sewer main tap fee \$300.00
- Sewer main tap fee for taps greater than 4-inches \$300.00 plus actual Time and Materials

#### Stormwater System Connection

- 4-inch diameter sewer main tap fee \$300.00
- Sewer main tap fee for taps greater than 4-inches \$300.00 plus actual Time and Materials

**Chapter 13.02**  
**UTILITY SERVICE ADMINISTRATION**

Sections:

13.02.010 Definitions.

13.02.020 Application for utility service – Condition of service.

13.02.030 Turn on fee.

13.02.040 Utility service rates, fees and charges.

13.02.050 Billing.

13.02.060 Application of payments received.

13.02.070 Billing errors – Adjustment to bills.

13.02.080 Restoration charge.

13.02.090 Denial of utility service.

13.02.100 Responsibility for payment of bills.

13.02.110 Utility charge liens.

13.02.120 In-lieu franchise fee.

**13.02.010 Definitions.**

(1) “~~Bimonthly~~~~M~~monthly” means the designated account is billed once ~~every two~~every months.

(2) “City” means the city of St. Helens.

(3) “Customer” means the owner ~~or renter~~ of property which is served by the city water, sanitary/wastewater sewer, and/or stormwater sewer system. A person, corporation, association or agency which rents or leases premises shall be considered an agent of the property owner.

(4) “Service connection” means the pipe, valves and other equipment by means of which the city conducts water, sanitary/wastewater sewer, and/or stormwater sewer services to or from the ~~property, but~~property but does not include piping from the property line and/or meter to the premises served.

(5) “**Utility** service” means water service, sanitary/wastewater sewer service (hereinafter “wastewater or wastewater service”), stormwater sewer service (hereinafter “stormwater or stormwater service”), or any combination of services, provided by the city to customers.

(6) “Water equivalent dwelling unit (EDU)” means for domestic wastewater service, one EDU shall be equivalent to a three-fourths-inch meter and is considered to be equivalent to 591 cubic feet (cf) of water per month for planning purposes.

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(7) “Wastewater equivalent dwelling unit (EDU)” means for wastewater service, one EDU shall be 476 cubic feet (cf) per month of residential strength wastewater defined as having a maximum concentration of 220 milligrams per liter (mg/l) biochemical oxygen demand (BOD5) and 220 milligrams per liter (mg/l) total suspended solids (TSS). (Ord. 3284 §§ 1, 2, 2022; Ord. 3275 §§ 1, 2, 2021; Ord. 3195 § 1 (Att. A), 2015)

(6) “Equivalent dwelling unit (EDU)” means the number of living units, office spaces or connections to a single meter. Examples include but are not limited to, a single-family residence is one EDU, a duplex with one meter, is two EDUs, an apartment complex EDU is per total the number of apartment units, RV park EDU is per hook up.

(7) “Fixed rates” include the price the customer pays as a base charge to help cover fixed costs associated with maintaining existing infrastructure, repaying debt used to build that infrastructure, the costs associated with maintaining/reading meters, and the costs associated with billing. Fixed rates are charged for the connections to the water, wastewater systems and for the public safety fee and are applied based on combination of connection and Equivalent Dwelling Units (EDU) associated with the service

(8) “Volume rates” are based on the customer class for each 100 cubic feet (CCF) of water.

(9) “Winter Averaging” for residential sewer accounts is the Volume will be based on a 2-month winter averaging of water consumption. The winter average period will be defined as the 2-month period starting with the first full billing cycle starting on or after January 15 of each year.

Accounts with an average usage of less than one CCF of water consumption are billed for actual usage for sewer instead of a winter average.

Customers may request to have the sewer based on actual usage if the property is vacant or consistently averages below one CCF per billing cycle over a 12-month period.

### 13.02.020 Application for utility service – Condition of service.

(1) An applicant for **utility** service shall provide the following information on the Utility Service Form in making application for service:



- (a) The date of application;
  - (b) The name of applicant;
  - (c) The location of premises to be served;
  - ~~(d) Whether the premises has ever been supplied **utility** service by the city;~~
  - ~~(e) The type of **utility** service being sought, and, if water service will be provided, the intended use of water;~~
  - ~~(f) The size of the service;~~
  - (g) The date on which the applicant wishes the services to begin;
  - (h) Whether or not the applicant is the owner of the property;
  - (i) If the applicant is not the owner of the property, the name, phone number and mailing address of the owner or the owner's agent along with owner or owner's agent approval signature;
  - (j) The name, phone number and mailing address for sending **utility** bills; and
  - (k) Copy of Personal identifying information ~~identification~~, property information, or any other information deemed necessary to establish an account or to ensure the identity of the account holder and payment for service. Personal identifying information shall not be disclosed, except as is otherwise required by law and as set forth in council resolution.
- (2) Deposits. ~~An application deposit as established by council resolution shall be required in order to initiate **utility** service. Deposits may be refunded in whole or in part to the customer upon request if customer's account demonstrates compliance with the regulations governing refund of deposits as set forth in council resolution. Any deposit remaining at the time of closure of the customer account shall be applied to the unpaid balance of the account. There is no deposit required to start service. Water service will not be turned on until an application is reviewed and approved by the Utility Billing staff. A renter is required to receive a signature from the property owner/property manager approving the renter to begin service. With the owner's signature, the owner is acknowledging responsibility for any unpaid bill that is remaining on the account when service ends.~~
- (3) As a condition of receiving **utility** service, each successful applicant shall agree to comply with all ordinances, rules and regulations related to such service.

(4) Two or more parties who join to make application for service shall be jointly and severally liable for the costs of the **utility** service. Regardless of the number of parties who are liable for the costs of service, each account shall be sent a single billing.

(5) The obligation to pay for stormwater service arises whenever the premises contain impervious surfaces, whether or not any application for such services has been submitted.

(6) In addition to the application ~~and deposit~~, a contract, promissory note, bond or other legal instrument designed to insure payment for services may be required prior to service when special circumstances exist. Special circumstances which may require additional security and examples of security which may be required are set forth in the council resolution governing deposits.

(7) No premises shall be connected to the city water, wastewater and/or stormwater system without an approved application. Any premises found to be connected without an approved application will be disconnected ~~and subject to back billing once service is restored-~~

(8) No service connection or main extension for service connections shall be tapped into water, wastewater and/or stormwater infrastructure without an approved application.

(9) Application for new service connection outside the city limits for surplus city water and/or utilization of the wastewater or stormwater collection system shall be reviewed by the city engineer and the council for facilities planning. Such applications shall not be approved by the council unless the necessary size of main is extended to serve anticipated growth in the relevant area of the city's urban growth boundary.

(10) No connection for new service outside the city limits for city water, wastewater or stormwater services shall be installed unless a signed consent to annex form has been received by the planning department and a signed outside city **utility** user agreement has been received by the building department. (Ord. 3195 § 1 (Att. A), 2015; Ord. 2613, 1991; Ord. 2510, 1986; Ord. 2285 § 8, 1978. Formerly 13.04.080)

#### **13.02.030 Turn on fee.**

There are no fees for turning on services for new customer accounts performed during regularly scheduled work hours. If a customer requests service to be turned on outside the regularly scheduled work hours, ~~or after being disconnected for non-payment~~, a fee as set by council resolution will be charged. (Ord. 3195 § 1 (Att. A), 2015; Ord. 2285 § 14, 1978. Formerly 13.04.140)

#### **13.02.040 Utility service rates, fees and charges.**

Rates, fees and other charges for **utility** services, including, but not limited to, delinquent fees, reinstatement fees, and any other account fees, shall be set or amended by council in a public forum after considering a staff report to provide an overview and allowing for public comments and testimony. Council shall pass a rate resolution after the forum. (Ord. 3195 § 1 (Att. A), 2015; Ord. 2541, 1988; Ord. 2459 § 1, 1984; Ord. 2453 § 1, 1983; Ord. 2420 § 2, 1983; Ord. 2408 § 1, 1982; Ord. 2393 § 1, 1982; Ord. 2377 § 1, 1981; Ord. 2359 § 1, 1981; Ord. 2285 § 17, 1978. Formerly 13.04.170)

### 13.02.050 Billing.

(1) All billings for **utility** service ~~shall be made due monthly on the 10th or bimonthly, based upon customer classification and usage~~ as defined by council resolution.

(2) Administrative services charges, which include, but not limited to, activation fees, reactivation fees, suspension fees, fees for tampering with or bypassing water meters, locking devices, or otherwise interfering with any city equipment, or any other fees and charges may be charged to the customer's account and included in the billing.

(3) Regular monthly ~~bimonthly meter readings billings~~ are read on or before the fifteenth of the month; ~~billed and~~ mailed no later than the twenty-eighth of the month; due ~~upon receipt on the tenth of the subsequent month~~; late if not paid in full on or before the ~~fifteenth-twentieth~~ of the ~~subsequent month~~ ~~month due~~; and placed on potential shutoff status if not paid in full on or before the ~~twenty-fifth of the subsequent~~ ~~last day of the~~ month ~~due~~.

(4) Prior to discontinuance of service, the city shall advise the customer and the owner of the premises if the customer is not the owner by a written ~~or emailed~~ notice that **utilities** will be disconnected unless the delinquent amounts are paid immediately. If full payment is not made, the city shall immediately thereafter turn off the service ~~and charge a disconnection fee set by resolution~~. The notice shall be sufficient if mailed ~~or emailed~~ to the addresses listed on the application for service.

(5) Final/closing billings are calculated as of the day the customer designates as being their last day of service or when the City receives an account closing notification, whichever is the later. The full amount of the invoice is due and payable in full after 15 days of account closing ~~minus any applicable deposit~~.

(6) Billings may include non-**utility** services items as designated by ordinance or separately contracted with individual customers, such as loan repayments for SDC fees, sewer lateral low income loans, past due balances, etc.



(7) Each meter on a customer's premises shall be billed separately, and the readings of two or more meters shall not be combined unless the city's operating convenience requires. (Ord. 3195 § 1 (Att. A), 2015; Ord. 2613, 1991; Ord. 2445, 1983; Ord. 2285 §§ 18, 20, 23, 1978. Formerly 13.04.180, 13.04.200, 13.04.230)

#### **13.02.060 Application of payments received.**

(1) For customers receiving only one **utility** service, payments made by the customer to the city shall be credited first against any administrative services charges and then to the customer's **utility** account.

(2) For customers receiving two or more **utility** services, payments made to the city will be credited in the following manner: first to administrative services charges; second to the non-**utility** charges (i.e., loan agreements); third to stormwater service charges; fourth to wastewater service charges; and finally to water service charges. (Ord. 3195 § 1 (Att. A), 2015)

#### **13.02.070 Billing errors – Adjustment to bills.**

Council shall adopt by resolution rules governing adjustments, refunds, or waivers to adjust for billing errors. (Ord. 3195 § 1 (Att. A), 2015; Ord. 2285 § 19, 1978. Formerly 13.04.190)

#### **13.02.080 Restoration charge.**

A customer shall pay for restoration of **utility** service ~~that is billed at the time of disconnection when service has been discontinued~~ under the provisions of this chapter. The costs will be set by resolution. This charge shall not apply to new **utility** service applicants. (Ord. 3195 § 1 (Att. A), 2015; Ord. 2613, 1991; Ord. 2285 § 16, 1978. Formerly 13.04.160)

#### **13.02.090 Denial of utility service.**

(1) **Utility** service may be denied to any person for one or more of the following reasons:

- (a) The person has an unpaid **utility** bill or account fees at the current or another address within the city;
- (b) The person caused damage or loss of revenue by tampering with or bypassing water meters, locking devices, or otherwise interfering with city equipment; or
- (c) The person fails to provide adequate personally identifying information to establish a new account or to resume **utility** service where service has been disconnected.

(2) **Utility** service may be denied to any property owner and subsequent tenant of the property owner, if a former tenant at the property has an unpaid **utility** bill or account fee, or caused damage or loss of revenue resulting from tampering with or bypassing water meters, locking devices, or otherwise interfering with any city equipment. A person aggrieved by this section may request a hearing before council if such request is filed with the city recorder within 30 days of the denial of service.

(3) Upon rectification of the cause of the denial of service by the person or property owner and paying any account fees, service may be commenced or reinstated. (Ord. 3195 § 1 (Att. A), 2015)

### **13.02.100 Responsibility for payment of bills.**

The property owner of record shall be responsible for the payment of all charges prescribed in this chapter. If the property is rented and the renter fails to pay the charges, the city shall notify the owner of the premises of account delinquencies by mailing **or emailing** a copy of notices of delinquency by first class mail **or email** to the last address of the owner or owner's agent that is on file with the city, at the time the notice was sent to the renter. (Ord. 3195 § 1 (Att. A), 2015; Ord. 2285 § 21, 1978. Formerly 13.04.210)

### **13.02.110 Utility charge liens **and collection process**.**

Unpaid **utility** service charges and fees shall be a lien against the premises served from and after the date of billing and entry on the ledger or other records of the city pertaining to its **utility** system until paid, and such ledger record or other record of unpaid charges and fees shall be made accessible for inspection by anyone interested in ascertaining the amount of such lien against the property. Whenever a bill for **utility** service and fees remains unpaid 60 days after it has been rendered, the lien thereby created may be foreclosed in the manner provided for by ORS **223.610**, or in any other manner provided by law or city ordinance. (Ord. 3195 § 1 (Att. A), 2015; Ord. 2285 § 22, 1978. Formerly 13.04.220)

In circumstances that past due utility bills are not held as a lien, non-compliance to pay the debt could result in the account being transferred to a collection agency. If the account is transferred to a collection agency, as provided for in ORS 697.105, billed customer will be responsible for a collection fee of up to 25% that will be added to the principal balance and interest may be accrued. Also be advised that the account may be reported to the credit bureaus as a delinquent account.

### **13.02.120 In-lieu franchise fee.**

In exchange for the right and privilege to place, lay, maintain and operate in, upon and under the streets, alleys, public highways, and other public places a water, wastewater and/or stormwater drainage system, the person or entity desiring to establish or continue such system shall pay an annual franchise fee representing a percentage of gross revenues derived from **utility** service charges collected. The franchise fee rate shall be set by council resolution. (Ord. 3195 § 1 (Att. A), 2015)





## STAFF REPORT

Meeting Date: October 15, 2025  
 Author: John Walsh, City Administrator  
 Department: City Administrator's Office  
 Subject: Notice of Intent to Extend Contract  
 Type of Item: Agreement for Services  
 CC: City Attorney's Office

**Background:** The City entered into an Agreement with Treadway to provide Special Event Management and Coordination Services for the City's public events. The contract was entered into on August 7, 2024, and per Section 3 of the Agreement, it expires December 31, 2025, and provides for three one-year extensions, to be entered into at the City's discretion. Notice of intent to renew the contract shall be provided by the City to the Contractor by November 1 of each year.

Section 3, Term, of the contract provides:

**3. Term.** This Agreement shall become effective upon the full execution by the Parties (the "Effective Date") and shall terminate on December 31, 2025, unless sooner terminated or extended in accordance with the terms stated herein (the "Term"). The Term may be extended annually for up to three (3) years through December 31, 2028 by mutual written agreement of the Parties. Notice of intent to extend shall be provided by the City to Contractor in writing no later than 60 days prior to December 31<sup>st</sup> of each year. If an extension is not agreed to by the Parties in writing by January 31<sup>st</sup>, the City may solicit the Services in accordance with the City's public contracting code and the Oregon Public Contracting Code, or manage the Services internally.

**Recommendation:** The City is satisfied with the Contractor's performance under the Agreement. The Events were managed and coordinated with skill, expertise, and organization and has performed the agreed upon services with diligence and care. The Contractor has been responsive and a good communicator. Staff recommends that the City Council issue a notice of intent to renew the Agreement and direct the City Administrator to negotiate a one-year extension to the Agreement.

### Options:

1. Issue a Notice to Intent to Extend the Contract to the Contractor and direct the City Administrator to negotiate a one-year extension to the Agreement.
2. Decline to issue a Notice of Intent to Extend the Contract and develop and solicit an RFP to select a new contractor to manage the City's Special Event Services.

### Recommended Motion:

1. I make a motion for the City to Issue a Notice of Intent to Extend the Agreement and negotiate an amendment to extend the Agreement to submit to City Council for approval.

**Produced by:** Otak, Inc.

**Date:** October 10, 2025

# **Executive Summary**

## **Due Diligence for St. Helens Public Safety Facility**

### **1771 Columbia Blvd., St. Helens, Oregon**

This executive summary incorporates all technical and environmental findings from the due diligence conducted for the proposed Public Safety Facility site at 1771 Columbia Blvd., St. Helens, Oregon. The collective analysis confirms the site is both technically and environmentally viable for the planned development, with no findings presenting a project-ending risk.

#### **Site Selection Analysis**

The property at 1771 Columbia Blvd., a former PGE office/yard, remains the favored location as confirmed by the Site Selection Analysis (**Exhibit A**). The site is currently zoned Apartment Residential (AR), which necessitates a Conditional Use Permit (CUP) for the intended "Public facilities, major" use. Development standards require a 25% minimum landscaping area and a maximum building coverage of 50%.

#### **Geotechnical Report**

The Geotechnical Engineering Services Report (**Exhibit B**) issued on August 13, 2025, provided positive findings regarding the structural foundation. Drilling confirmed that soil conditions consist of several feet of gravel underlain by fractured basalt. Crucially, the site should have no issues with bearing capacity, and the structure can be supported by spread footings. The only notable risk is that any extensive excavation will likely be more expensive due to the presence of the fractured basalt.

#### **Site Survey and Subsurface Work**

Boundary and topographic surveys (**Exhibit C**) have been requested to extend to the centerline of the Right-of-Way (ROW). Subsurface utility work included securing and performing Ground Penetrating Radar (GPR) (**Proposal - Exhibit D**) to search for unknown Underground Storage Tanks (USTs). This GPR effort confirmed no tanks were found, aligning with previous decommissioning reports and the DEQ's No Further Action (NFA) status for tanks previously removed by PPL.

#### **Mackenzie Site Fit Study**

The architectural test fit analysis (**Exhibit A**) conducted by Mackenzie confirmed the project's feasibility on the site. The study successfully demonstrated that the new facility works on the site with the desired orientation, specifically with the front door facing West on Columbia Boulevard. Mackenzie has since scheduled an internal kick-off meeting to formally advance the design process.

#### **Maul Foster and Associates Level One (Phase I ESA)**

The Phase I Environmental Site Assessment (ESA) (**Exhibit E**) for the site, completed by Maul Foster & Alongi (MFA) in September 2024, addressed the environmental risks associated with

the property's history as a former PGE office/yard. The report successfully confirmed the decommissioned status of previous USTs at the site, finding that the status and DEQ action are sufficient for the due diligence process.

### **Existing Building HazMat**

A proposal (**Exhibit F**) was received from Columbia West Engineering to conduct a hazardous building materials survey of the existing structure. This HazMat analysis, which covers potential asbestos, lead-based paint, and universal waste, has not yet been completed but is a mandatory step that must occur prior to the planned demolition of the existing structure. No major issues beyond standard aging commercial building materials are currently suspected.

### **Existing Sanitary Sewerline and Easement**

The City of St. Helens Public Works Department provided utility records (**Exhibit G**), including a map showing the Sanitary Sewer line alignment and the full set of 1994 Stormwater Improvements record drawings. This information is critical for determining utility connection points and ensuring the design avoids or appropriately plans for the existing sewer mains and storm systems.

### **Surrounding Streets Requirements**

Feedback from the St. Helens City Planner indicates that the required Right-of-Way (ROW) improvements on the adjacent streets will not be extensive. The costs associated with these street improvements are considered largely covered in the existing budget, which significantly mitigates a common area of financial risk for the project. The Pre-Application Conference, scheduled for October 20, 2025, will expose the true costs of ROW improvements.

### **EXHIBITS:**

- Exhibit A - Site Selection Analysis
- Exhibit B – Geotechnical Report
- Exhibit C – Boundary and Topographical Survey
- Exhibit D – Proposal for Ground Penetrating Radar (GPR)
- Exhibit E - Phase I Environmental Site Assessment
- Exhibit F – Hazmat Analysis Proposal
- Exhibit G - Utility Records





City of St. Helens  
St. Helens Police Station  
City Council Update | 04.02.2025

EXHIBIT A

Item #9.

| IMPORTANCE FACTOR SCORING MATRIX - INDIVIDUAL SCORES |        |       |                 |       |                 |       |                |       |                |       |              |       |                    |       |                 |       |              |       |               |       |
|------------------------------------------------------|--------|-------|-----------------|-------|-----------------|-------|----------------|-------|----------------|-------|--------------|-------|--------------------|-------|-----------------|-------|--------------|-------|---------------|-------|
| CRITERIA                                             | MAYOR  |       | COMMISSIONER    |       | COUNCILOR       |       | COMMISSIONER   |       | COUNCILOR      |       | COMMISSIONER |       | COMMISSIONER       |       | COUNCILOR       |       | COUNCILOR    |       | ADMINISTRATOR |       |
| RANK 1 (least suited) OR 2 (best suited)             | Massey |       | David Rosengard |       | Brandon Sundeen |       | Scott Jacobson |       | Mark Gundersen |       | Brooke Sisco |       | Jennifer Shoemaker |       | Jessica Chilton |       | Russ Hubbard |       | John Walsh    |       |
|                                                      | 1771   | Gable | 1771            | Gable | 1771            | Gable | 1771           | Gable | 1771           | Gable | 1771         | Gable | 1771               | Gable | 1771            | Gable | 1771         | Gable | 1771          | Gable |
| 1 Cost of Land/Site Developments                     | 2      | 1     | 1               | 2     | 1               | 2     | 1              | 2     | 1              | 2     | 2            | 1     | 2                  | 1     | 1               | 2     | 2            | 1     | 2             | 1     |
| 2 Size of Site                                       | 2      | 1     | 1               | 1     | 1               | 2     | 2              | 2     | 2              | 1     | 2            | 1     | 2                  | 2     | 1               | 2     | 2            | 1     | 2             | 1     |
| 3 Shape of Site                                      | 2      | 1     | 1               | 1     | 2               | 1     | 2              | 1     | 2              | 1     | 1            | 1     | 2                  | 1     | 1               | 2     | 2            | 1     | 1             | 1     |
| 4 Existing Design Reuse                              | 2      | 1     | 1               | 1     | 2               | 1     | 1              | 1     | 2              | 1     | 2            | 1     | 2                  | 1     | 1               | 2     | 2            | 1     | 1             | 1     |
| 5 Public Access to Site - Vehicle                    | 2      | 1     | 2               | 1     | 1               | 1     | 2              | 1     | 2              | 1     | 2            | 2     | 2                  | 1     | 2               | 1     | 2            | 1     | 2             | 1     |
| 6 Public Access to Site - Transit                    | 2      | 1     | 2               | 1     | 1               | 1     | 2              | 1     | 2              | 1     | 2            | 2     | 2                  | 1     | 2               | 1     | 2            | 1     | 2             | 1     |
| 7 Public Access to Site - Pedestrian/Bicycle         | 2      | 1     | 2               | 1     | 2               | 1     | 2              | 1     | 2              | 1     | 2            | 2     | 2                  | 1     | 2               | 1     | 2            | 1     | 2             | 1     |
| 8 Visibility and Prominence                          | 2      | 1     | 2               | 1     | 2               | 1     | 2              | 1     | 2              | 1     | 2            | 1     | 2                  | 1     | 2               | 1     | 2            | 1     | 2             | 1     |
| 9 Proximity to Government Functions                  | 2      | 1     | 2               | 1     | 2               | 1     | 2              | 1     | 2              | 1     | 2            | 1     | 2                  | 1     | 2               | 2     | 2            | 1     | 2             | 1     |
| 10 Neighborhood Context                              | 2      | 1     | 2               | 1     | 2               | 1     | 2              | 1     | 2              | 1     | 2            | 1     | 2                  | 1     | 1               | 2     | 2            | 1     | 2             | 1     |
| 11 Positioning on Site                               | 1      | 1     | 1               | 1     | 1               | 1     | 1              | 1     | 1              | 1     | 1            | 1     | 1                  | 1     | 1               | 1     | 1            | 1     | 1             | 1     |
| 12 Security                                          | 2      | 1     | 2               | 1     | 2               | 1     | 2              | 1     | 2              | 1     | 2            | 1     | 2                  | 1     | 1               | 2     | 2            | 1     | 2             | 1     |
| 13 Traffic Congestion                                | 1      | 1     | 1               | 1     | 1               | 1     | 2              | 1     | 2              | 1     | 2            | 1     | 2                  | 1     | 1               | 2     | 2            | 1     | 2             | 1     |
| 14 Flood Plain Impact                                | 1      | 1     | 1               | 1     | 1               | 1     | 1              | 1     | 1              | 1     | 1            | 1     | 1                  | 1     | 1               | 1     | 1            | 1     | 1             | 1     |
| 15 Proximity to Geographic Center                    | 1      | 1     | 1               | 1     | 1               | 1     | 1              | 1     | 1              | 1     | 1            | 1     | 1                  | 1     | 1               | 1     | 1            | 1     | 1             | 1     |
| 16 Current Ownership                                 | 1      | 2     | 2               | 1     | 1               | 2     | 1              | 1     | 2              | 1     | 1            | 2     | 2                  | 1     | 1               | 2     | 2            | 1     | 1             | 1     |
| 17 Land Use                                          | 2      | 1     | 2               | 1     | 2               | 1     | 2              | 1     | 2              | 1     | 2            | 1     | 1                  | 1     | 1               | 1     | 2            | 1     | 2             | 1     |
| 18 Response Time                                     | 1      | 1     | 1               | 1     | 1               | 1     | 1              | 1     | 1              | 1     | 1            | 1     | 1                  | 1     | 1               | 1     | 1            | 1     | 1             | 1     |
| ASSESSMENT SCORE                                     | 30     | 19    | 27              | 19    | 26              | 21    | 29             | 20    | 31             | 19    | 30           | 22    | 31                 | 19    | 23              | 27    | 32           | 18    | 29            | 18    |
| CUMULATIVE RANK (BASED ON SCORE)                     | 1      | 2     | 1               | 2     | 1               | 2     | 1              | 2     | 1              | 2     | 1            | 2     | 1                  | 2     | 2               | 1     | 1            | 2     | 1             | 2     |

TOTAL SCORE: 1771 COLUMBIA2881st

TOTAL SCORE: GABLE RD2022nd

Not Present: Charles Castner and Reid Harman

Appraisal Justification for 1771 Columbia Site

3/27/2025

Estimated Project Cost for various Sites

| Item                                                   | Columbia Site    | Gable Road Site    | New Greenfield Site    | Existing Police Site        | Sheriff Site      | Notes                                                                                                                                                 |
|--------------------------------------------------------|------------------|--------------------|------------------------|-----------------------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                        | HSW 3.2 Estimate | 12 months land use | Assumes correct zoning | New Design needed           | Flood Plain issue | New Design needed for Existing Police site. Others reuse existing Kaster Design                                                                       |
| Hard Cost                                              | \$ 11,440,000.00 | \$ 12,355,200.00   | \$ 11,897,600.00       | \$ 11,897,600.00            | \$ 11,897,600.00  | Green field is HSW 3.2 Columbia Estimate with Escalation for 6 months minimum at 4%. Gable Site is HSW 3.2 for 1 year at 8% due to land use           |
| Offsite                                                |                  |                    | \$ 100,000.00          |                             | \$ -              | potential half street                                                                                                                                 |
| Onsite                                                 |                  |                    | \$ 100,000.00          |                             | \$ 200,000.00     | potential rock ex or grade issues                                                                                                                     |
| Building Demo                                          | Included         | \$ 80,000.00       | \$ -                   | \$ 80,000.00                | \$ -              | Existing Police Demo                                                                                                                                  |
|                                                        |                  |                    |                        |                             |                   |                                                                                                                                                       |
| Professional Services                                  | \$ 1,913,000.00  | \$ 1,913,000.00    | \$ 1,913,000.00        | \$ 1,913,000.00             | \$ 1,913,000.00   | includes new Survey and Geotech but needs to be done [added] on all sites                                                                             |
| Additional Landuse Civil and Landscape work            | \$ 50,000.00     | \$ 50,000.00       | \$ 50,000.00           | \$ 50,000.00                | \$ 50,000.00      | new site evaluation/ assumes reuse of the existing plans                                                                                              |
| New Building design due to Site constraints            |                  |                    |                        | \$ 500,000.00               |                   | Needs new design due to site size and constraints                                                                                                     |
|                                                        |                  |                    |                        |                             |                   |                                                                                                                                                       |
| City Costs                                             | \$ 2,445,000.00  | \$ 2,445,000.00    | \$ 2,445,000.00        | \$ 2,445,000.00             | \$ 2,445,000.00   |                                                                                                                                                       |
| Extensive issues with Police Operations relocation     |                  |                    |                        | \$ 400,000.00               | \$ -              | Police Relocation Cost. 2 moves. Temp Com Does rental space exist? School modulars? Utility Connections are needed <span>Parking Site purchase</span> |
|                                                        |                  |                    |                        |                             |                   |                                                                                                                                                       |
| Grand Total marginal additional Cost                   | \$ 15,848,000.00 | \$ 16,843,200.00   | \$ 16,505,600.00       | \$ <del>17,285,600.00</del> | \$ 16,505,600.00  |                                                                                                                                                       |
| Difference between Columbia site build and other sites |                  | \$ 995,200.00      | \$ 657,600.00          | \$ <del>1,437,600.00</del>  | \$ 657,600.00     |                                                                                                                                                       |
| Purchase Price Ask                                     | \$ 1,250,000.00  |                    |                        | \$17,885,600                |                   |                                                                                                                                                       |
| Appraised Price for Columbia Site                      | \$ 700,000.00    |                    |                        | \$2,037,600                 |                   |                                                                                                                                                       |
| Differertial between Ask and Appraisal                 | \$ 550,000.00    |                    |                        |                             |                   |                                                                                                                                                       |





**LEGEND**

Major Street

City Limits

Site

#

- SITE 1: 1771 Columbia Boulevard
- SITE 2: 1271 Columbia Boulevard (Existing Police Site)
- SITE 3: Columbia County Sheriff’s Office
- SITE 4: 2675 Gable Road



EXHIBIT A  
SCHEDULE CONSIDERATIONS

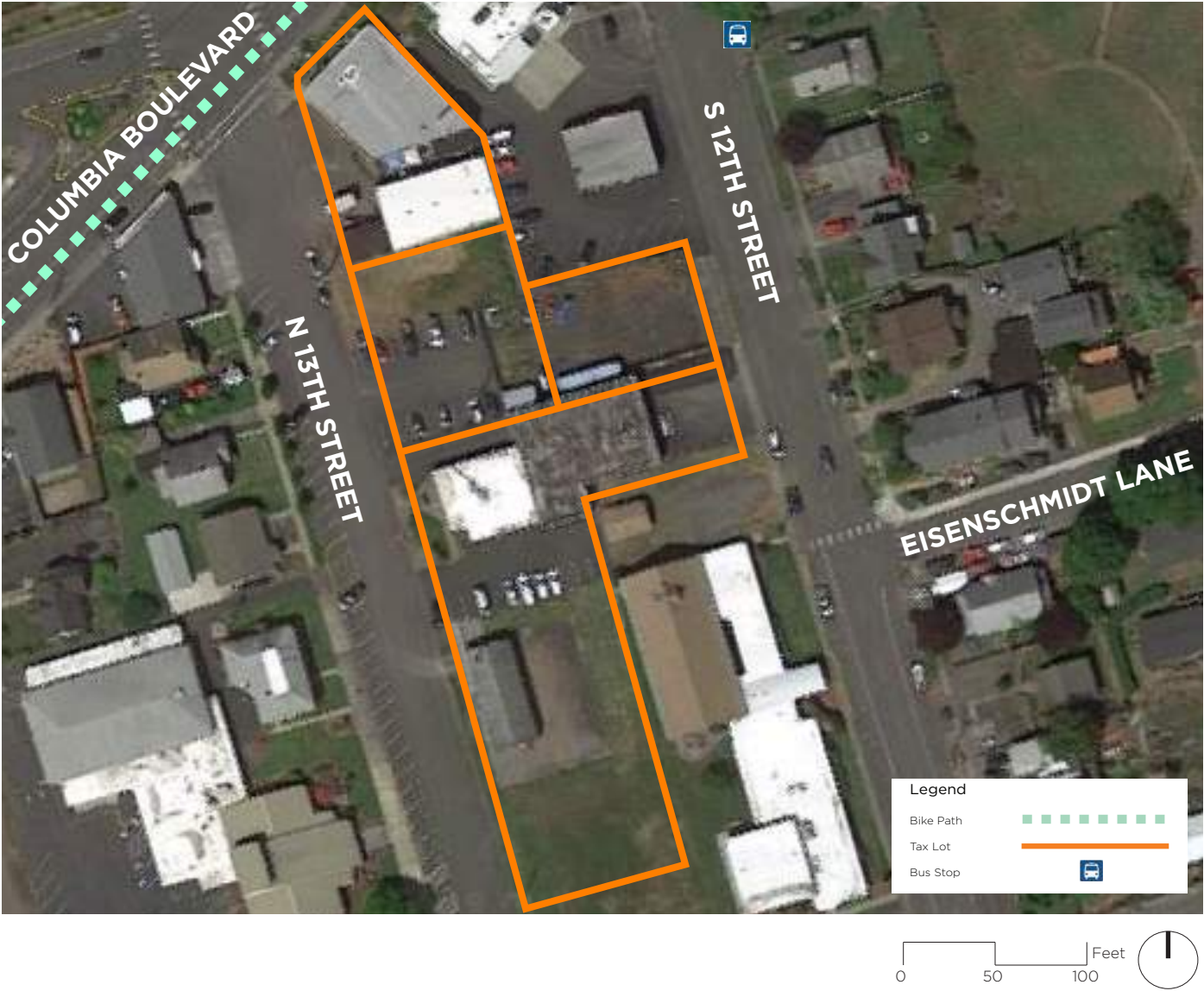
- SANITARY SEWER LINE RELOCATION

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







**SITE 2: 1271 COLUMBIA BLVD**

**LOCATION**

- 1271 Columbia Blvd  
St. Helens, OR
- Tax Lot: 4N1W-4AC-1000, 902, 900 & 701

**SIZE**

- 1.5 Acres

**ZONING**

- Houlton Business District (HBD)

**TRANSPORTATION ACCESS**

- Bus
- Bike

**SITE INFORMATION**

- Building Setbacks: Maximum front yard of zero
- Maximum Building Coverage: 90%
- Max. Building Height: 45 ft
- Minimum Parking Ratio:  
No maximum. Minimum is 1 space for every  
employee on largest shift using “Public Safety  
Services” category

**PROGRAM**

- One story Police Facility
- Some covered secured parking
- Separate public and secured parking

**PROS**

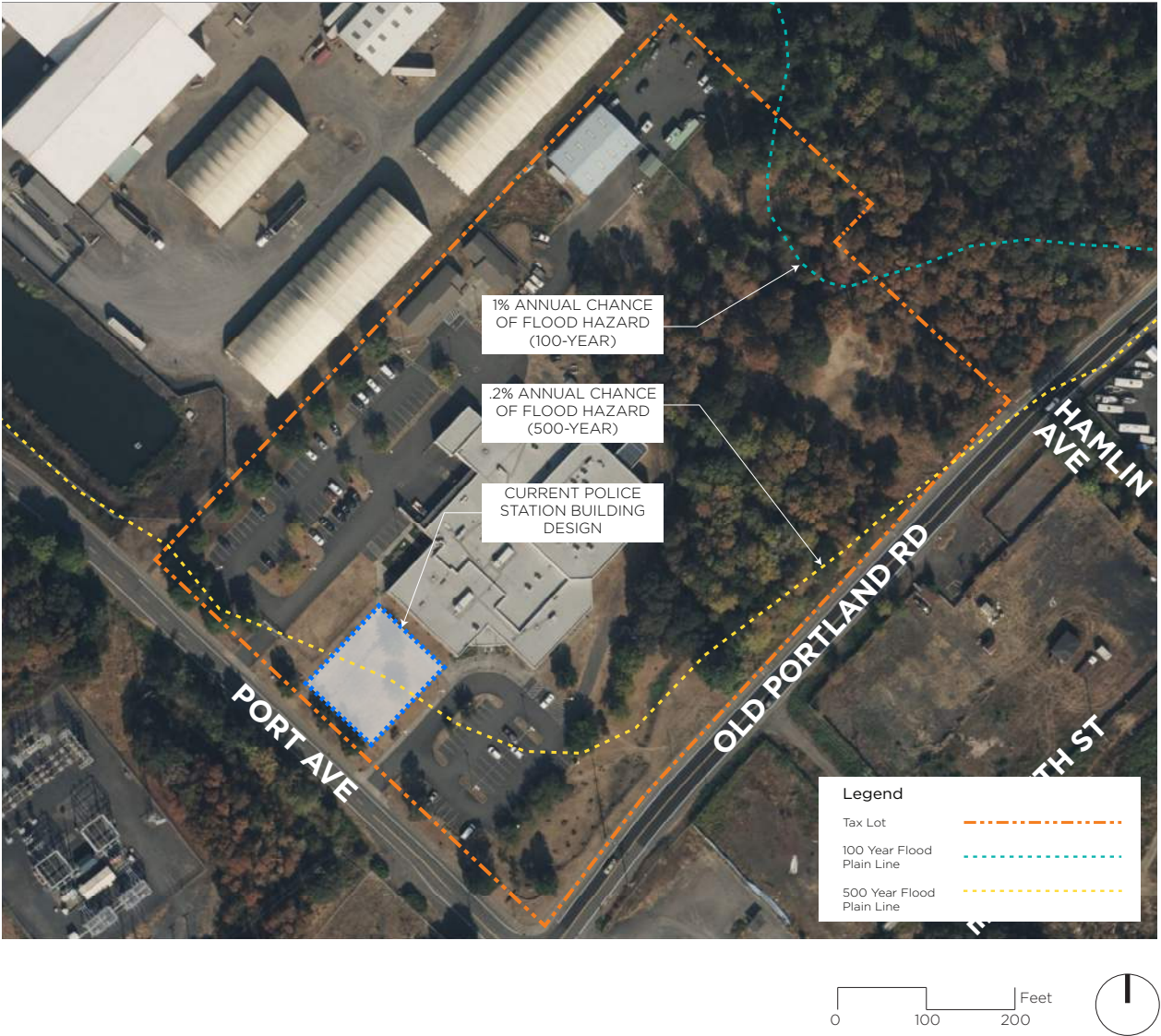
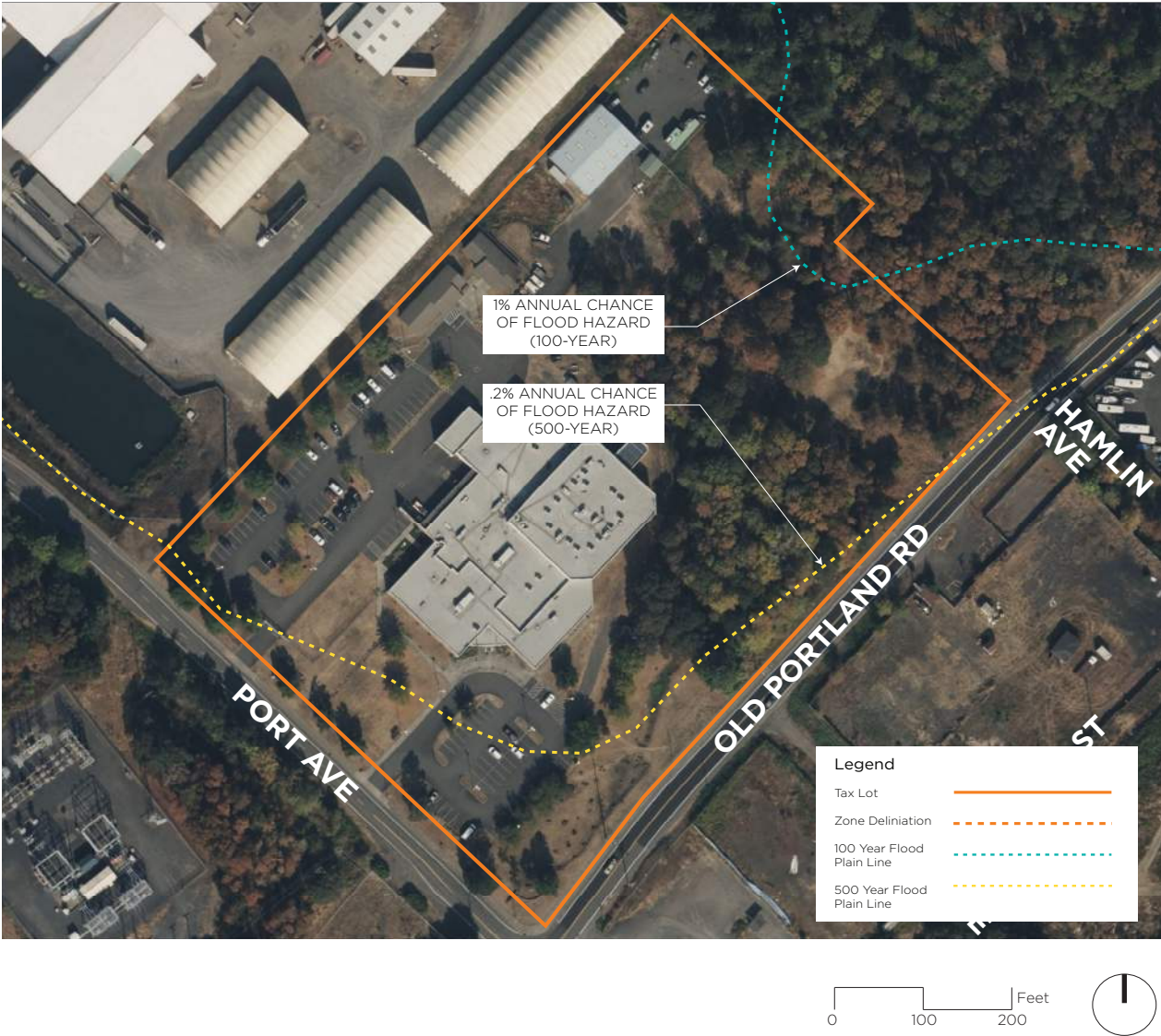
- Property already owned by the City
- Entire parking program can be accommodated on site
- Directly adjacent to Fire Station
- Adjacent on-street parking could count towards public parking

**CONS**

- Project must be phased due to proximity of existing Police Facility
- Legal lot definition coordination with Fire Station
- New building design might have to be modified in order to accommodate a drive aisle to connect the two secure parking areas
- Will require relocation of police operations during construction



EXHIBIT A



SITE 3: COLUMBIA COUNTY SHERIFF’S OFFICE

LOCATION

- 901 Port Avenue  
St. Helens, OR
- Tax Lot: 4N1W-9B-200

SIZE

- 10.67 Acres

ZONING

- Heavy Industrial (HI)

TRANSPORTATION ACCESS

- Bus

SITE INFORMATION

- Building Setbacks: No specific yard (setback) requirement in HI zone.
- Maximum Building Coverage: No basic standard for HI zone.
- Max. Building Height: 75’
- Minimum Parking Ratio: No maximum. Minimum is 1 space for every employee on largest shift using “Public Safety Services” category. Additional spaces should be considered for areas open to the public.
- Allowed Use: Conditional Use in the HI zone.
- No frontage improvements anticipated.

PROGRAM

- One story Police Facility
- Shared secured parking
- Shared separate public and secured parking

PROS

- Entire parking program can be accommodated on site provided sharing with Sheriff is allowed
- Minimal site work due to existing use
- Existing police building design can be utilized with minimal re-design

CONS

- Portion of building and parking in flood plain
- Limited access to site during flood events

- Potential need to expand secure parking to accommodate demand for both Sheriff and Police parking requirement
- Construction will need to be phased to enable continued operation of facility and access/egress to and from site
- May require raising grade above the flood plain elevation, which could affect public parking and entry access of existing Sheriff’s building

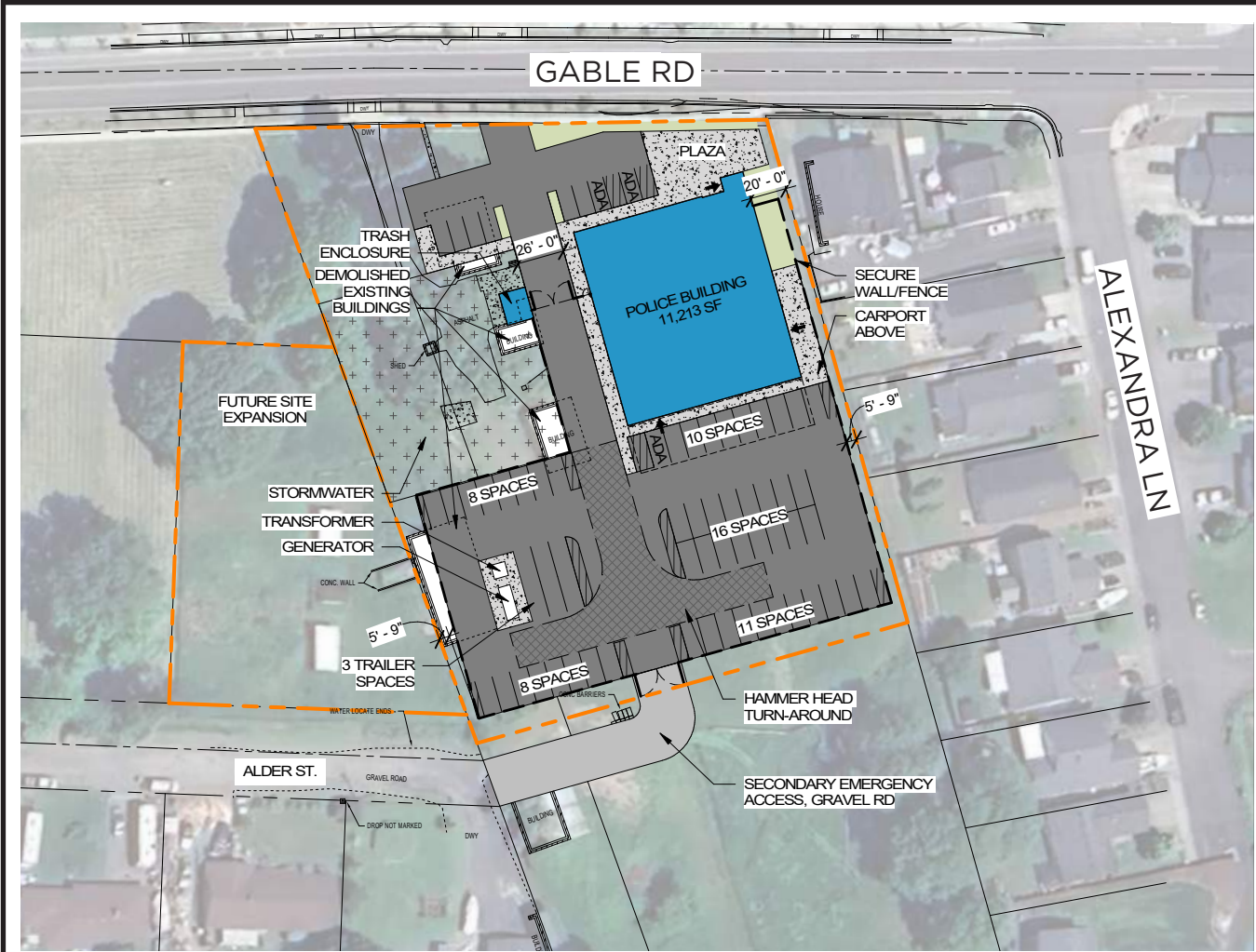


SCHEDULE CONSIDERATIONS

- UNKNOWN IMPACTS WITH NEIGHBORS
- WETLANDS IMPACTS WOULD REQUIRE PERMITS FROM OREGON DEPARTMENT OF STATE LANDS AND/OR US ARMY CORPS OF ENGINEERS

LAND USE APPROVAL PROCESS

- CITY PLANNING STAFF RECOMMEND A ZONE CHANGE TO ONE THAT LISTS PUBLIC SAFETY AND SUPPORT FACILITIES (E.G. PUBLIC LANDS (PL) OR RESIDENTIAL-5 (R-5)
- ASSUMING ZONE CHANGE IS APPROVED, PROJECT WOULD REQUIRE CONDITIONAL USE PERMIT APPROVAL BY PLANNING COMMISSION PRIOR TO BUILDING PERMITS
- PARTITION OR LOT LINE ADJUSTMENT MAY ALSO BE REQUIRED
- ANY DEVELOPMENT ON THE COUNTY-ZONED PARCEL WOULD REQUIRE ANNEXATION AND CITY ZONING



LOCATION

- 2675 Gable Road  
St. Helens, OR
- Tax Lots: 4108-BA-03800, 03900, and 4108-BB-01400

SIZE

- 1.71 Acres

ZONING

- Eastern 2 parcels are zoned Apartment Residential (AR) by City. Allows “Public facilities, major” as Conditional Use but does not list “Public safety and support facilities”
- Western parcel is zoned Multiple Family Residential (MFR) by Columbia County. Does not permit police facilities

TRANSPORTATION ACCESS

- Pedestrian
- Bike

DEVELOPMENT STANDARDS

- Building Setbacks:  
Minimum front yard of 20 feet  
Minimum rear yard of 10 feet  
Minimum interior yard of 6 feet
- Maximum Building Coverage: 50%
- Minimum Landscaping Area: 25%
- Max. Building Height: 35 feet
- Minimum Parking Ratio:  
1 space for every employee on largest shift using “Public Safety Services” category

**Report of Geotechnical  
Engineering Services**

**City of St. Helens Public Safety  
Building**

**St. Helens, Oregon**

**August 13, 2025**

Geotechnical ■ Environmental ■ Special Inspections

**Columbia West**  
Engineering, Inc







August 13, 2025

Otak  
808 SW Third Avenue, Suite 800  
Portland, OR 97204

Attn: David Lintz

**Re: Report of Geotechnical Engineering Services  
City of St. Helens Public Safety Building  
1771 Columbia Boulevard  
St. Helens, Oregon  
CWE Project: Otak-3-01-1**

Columbia West Engineering, Inc. (Columbia West) is pleased to present this geotechnical report for the proposed City of St. Helens Public Safety Building in St. Helens, Oregon. Our services were conducted in accordance with the Subconsultant Agreement between Otak and Columbia West dated July 14, 2025.

We appreciate the opportunity to work on the project. Please contact us if you have any questions regarding this report.

Sincerely,

Nick Paveglio, PE  
Principal Engineer

NNP:kat

Attachments

Document ID: Otak-3-01-1-081325-geor.docx



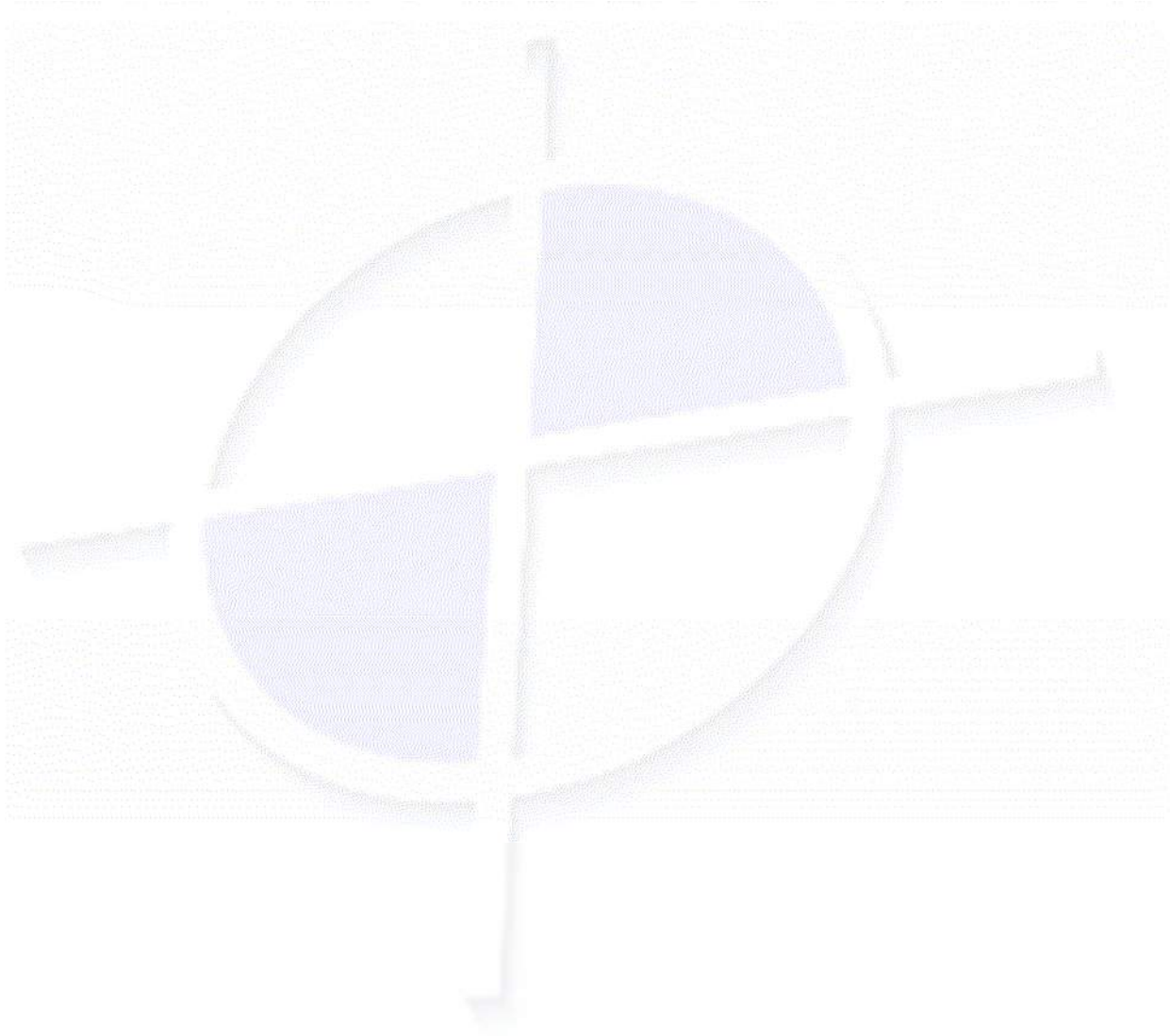
EXPIRES: 12/31/26

## EXECUTIVE SUMMARY

This section provides a summary of the geotechnical considerations associated with the proposed City of St. Helens Public Safety Building in St. Helens, Oregon. Our conclusions and recommendations are based on the subsurface information presented in the report and proposed development information provided by the design team. A detailed discussion of the geotechnical considerations summarized herein is presented in respective sections of the report.

- USTs were previously located at the site. While documentation indicates the USTs were removed, the exact locations, depths, and type of backfill used are unknown. Based on available information, USTs were likely located in the northwest portion of the site, although they may also have been present in other areas.
- Competent basalt is likely present between depths of 2 and 6 feet BGS. Based on the depth to competent basalt, significant rock excavation could be required to develop the site if significant cuts are planned.
- The proposed building can be supported on conventional spread footings on firm, native soil. Undocumented fill is not suitable to support foundations for the building. All undocumented fill should be completely removed from beneath building footings (to native soil) and replaced with compacted crushed rock.
- There is a small risk for poor performance of floor slabs and pavement established directly over undocumented fill. To eliminate the risk of poor performance, undocumented fill should be removed and replaced after site stripping and cuts. Alternatively, the fill can remain in place if it is evaluated as described in this report, provided the owner is willing to accept a small risk of floor slab cracking and irregular pavement.
- Based on the soil and groundwater conditions at the site, seismic settlement and lateral spreading are not design considerations for the project.
- Static groundwater is more than 20 feet BGS at the site; however, there is a possibility that perched groundwater will be present at shallower depths across the site, particularly in the wet season and where permeable soil is underlain by less permeable soil. The contractor should be prepared for dewatering at the site.
- Irregular surfaces may be present in the bases of excavations for foundations, floor slabs, and pavement areas. If irregular surfaces are present, they should be removed and replaced with compacted crushed rock to create a generally level surface. Boulders and cobbles should not be left to protrude into footings.

- The near-surface soil at the site generally consists of granular material with variable proportions of silt. Trafficability on the near-surface soil will likely be possible during dry periods but difficult during extended wet periods. The subgrade should be protected from disturbance and damage by construction traffic.
- Based on testing and the soil and rock conditions, stormwater infiltration systems are not feasible at the site.





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Historical Seismicity Map

Figure D-2

Appendix E

Report Limitations and Important Information

E-1

**ABBREVIATIONS AND ACRONYMS**

|                   |                                                                        |
|-------------------|------------------------------------------------------------------------|
| AASHTO            | American Association of State Highway and Transportation Officials     |
| AC                | asphalt concrete                                                       |
| ACP               | asphalt concrete pavement                                              |
| ASCE              | American Society of Civil Engineers                                    |
| ASTM              | ASTM International                                                     |
| BGS               | below ground surface                                                   |
| CSZ               | Cascadia subduction zone                                               |
| fps               | feet per second                                                        |
| g                 | gravitational acceleration (32.2 feet/second <sup>2</sup> )            |
| GPS               | global positioning system                                              |
| H:V               | horizontal to vertical                                                 |
| IBC               | International Building Code                                            |
| km                | kilometer(s)                                                           |
| MCE               | maximum considered earthquake                                          |
| MFA               | Maul Foster & Alongi, Inc.                                             |
| mm/yr             | millimeter(s) per year                                                 |
| M <sub>w</sub>    | moment magnitude                                                       |
| NA                | not applicable                                                         |
| ORS               | Oregon Revised Statute                                                 |
| OSSC              | 2024 Oregon Standard Specifications for Construction                   |
| PCC               | portland cement concrete                                               |
| pcf               | pounds per cubic foot                                                  |
| pci               | pounds per cubic inch                                                  |
| PG                | performance grade                                                      |
| psf               | pounds per square foot                                                 |
| psi               | pounds per square inch                                                 |
| ReMi              | refraction microtremor                                                 |
| SOSSC             | State of Oregon Structural Specialty Code                              |
| USDA              | U.S. Department of Agriculture                                         |
| USGS              | U.S. Geological Survey                                                 |
| UST               | underground storage tank                                               |
| V <sub>s100</sub> | average shear wave velocity for the upper 100 feet of the soil profile |



**REPORT OF GEOTECHNICAL ENGINEERING SERVICES  
CITY OF ST. HELENS PUBLIC SAFETY BUILDING  
ST. HELENS, OREGON**

## **1.0 INTRODUCTION**

Columbia West is pleased to submit this geotechnical report for the proposed City of St. Helens Public Safety Building in St. Helens, Oregon. The approximately 50,000-square-foot site is located at 1771 Columbia Boulevard. The site is shown relative to surrounding physical features on Figure 1. Figure 2 shows the existing conditions of the site. Abbreviations and acronyms used herein are defined immediately following the Table of Contents.

Based on correspondence with Otak, we understand an approximately 11,000- to 12,000-square-foot, single-story public safety building will be constructed at the site. The building will be constructed in the northwest portion of the site with the remaining portions consisting of associated infrastructure, including parking lots, driveways, and utilities.

Building loads were unknown at the time this report was prepared; however, we anticipate maximum column and wall loads for the building will be less than 200 kips and 8 kips per lineal foot, respectively, with floor slab loading of up to 200 psf. Based on the topography at the site, we anticipate cuts and fills will generally be less than 5 feet.

## **2.0 BACKGROUND**

Based on documentation provided by Maul Foster & Alongi, Inc. (MFA; Maul Foster & Alongi, Inc. 2024), the following environmental activities occurred at the site.

- In 1989, one 4,000-gallon gasoline UST and one, 4,000-gallon diesel UST were decommissioned at the site. The documentation does not indicate the activities associated with the decommissioning or if the USTs were removed.
- In 2004, four previously decommissioned 2,000-gallon USTs were removed and taken to a scrap yard. An additional 180 tons of petroleum-contaminated soil were removed from around the removed USTs and taken to a local landfill. This is no record of backfill type or compaction techniques.

MFA indicates there are no maps showing the locations of the decommissioned/removed USTs at the site. We obtained a log of a boring that was completed as part of an environmental testing program in 2003 from the Oregon Water Resources Department. While specific locations of USTs are not shown, it includes a site plan that indicates at least one UST was present near South 18<sup>th</sup> Street, west of the northern most building at the site. Figure 3 shows a plan associated with the borings in 2003.

## **3.0 PURPOSE AND SCOPE**

The purpose of our services was to provide geotechnical engineering recommendations for use in design and construction of the proposed project. Specifically, we completed the following tasks:

- Reviewed information available in Columbia West's files for the site vicinity.
- Coordinated and managed the field exploration program, which including locating utilities, coordinating site access, and scheduling subcontractors and Columbia West field staff.
- Drilled five borings to depths between 5.1 and 20.1 feet BGS.
- Collected soil samples from the explorations for laboratory testing and maintained a log of encountered soil and groundwater conditions in the explorations.
- Completed shear wave velocity testing (ReMi) in the upper 100 feet of soil at the site for use in the site-specific seismic hazard evaluation required for the project.
- Completed a laboratory testing program using select soil samples collected from the explorations, including the following:
  - Three moisture content determinations in general accordance with ASTM D2216
  - Three particle-size analyses in general accordance with ASTM D1140
- Prepared this geotechnical report that summarizes our explorations, laboratory testing, and analyses and provides geotechnical design criteria and construction recommendations for the development, including information relating to the following:
  - Summary of soil and groundwater conditions at the site
  - Exploration logs and laboratory testing results
  - Recommendations for shallow foundation support, including allowable bearing pressure, modulus of subgrade reaction, and total and differential settlement
  - Passive earth pressure and coefficient recommendations for foundations and walls
  - A site-specific seismic hazard evaluation that includes spectral response acceleration at short and 1-second periods ( $S_s$  and  $S_1$ )
  - Recommendations for managing groundwater for design of structures and pavement
  - Lateral earth pressure design for walls
  - Recommendations for AC and PCC design and construction based on loading information provided by the design and ownership team
  - Recommendations for temporary excavations
  - Discussion of slope stability
  - Recommendations for rock excavation, if necessary
  - Recommendations for cut and fill
  - Discussion of underslab and foundation drainage

#### 4.0 SITE CONDITIONS

##### 4.1 GEOLOGY

Geologic conditions at the site are mapped as the Sentinel Bluffs member of Columbia River basalt flows in the region. The basalt is mapped as much as 300 feet thick in the area (Evarts 2004).

The USDA Web Soil Survey indicates the near-surface soil at the site consists of rock outcrop comprised of 2 to 3 feet of variable soil underlain by unweathered bedrock (USDA 2025).

##### 4.2 SURFACE CONDITIONS

The approximately 50,000-square-foot site is located in downtown St. Helens, Oregon. The site is bounded by Columbia Boulevard to the north, South 17<sup>th</sup> Street to the east, Cowlitz Street, to the south, and South 18<sup>th</sup> Street to the west. The site is fully developed and occupied by two single-

story buildings in the northwest portion of the site. The remainder of the site is an AC-paved parking/storage lot that is fully fenced. Topography at the site grades gently downward from north to south between elevations of approximately 100 and 112 feet. Vegetation is limited to trees and grass in planter strips in the rights-of-way around the site.

### **4.3 SUBSURFACE CONDITIONS**

#### **4.3.1 General**

Subsurface conditions at the site were explored by drilling five borings (B-1 through B-5) to depths between 5.1 and 20.1 feet BGS. The exploration locations are shown on Figure 2. A description of our field exploration program and the exploration logs are presented in Appendix A. A description of our laboratory testing program and the test results are presented in Appendix B.

In addition to the borings, one ReMi array (A-1) was completed to measure the shear wave velocity of the subsurface soil at the site to support the site-specific seismic hazard evaluation. ReMi array A-1 was completed at the location shown on Figure 2. The shear wave velocity test results are presented in Appendix C.

A summary of the subsurface conditions is presented below.

#### **4.3.2 Soil Conditions**

##### **4.3.2.1 Pavement Section**

Pavement sections consisting of approximately 2 to 4 inches of AC over 0 to 2 inches of aggregate base were observed in all of the borings completed at the site.

##### **4.3.2.2 Fill**

Fill was observed in boring B-1 directly below pavement section. The fill consists of loose, silty gravel with sand. Based on the location of boring B-1 and the discussion in Section 2.0 (Background), we anticipate the fill is associated with a former UST. The fill extends to a depth of approximately 5 feet BGS. It is possible that additional fill is present at the site and particularly in the northwest portion.

##### **4.3.2.3 Gravel (Fractured Basalt)**

Very dense gravel is present below the pavement section or fill. The gravel is fractured basalt that is known to be shallow in the area. The gravel contains variable proportions of silt and sand, is fine to coarse, and is subangular.

It is difficult to determine the competency and rippability of the fractured basalt based on the drilled borings. The ReMi testing results indicate very high shear wave velocities at approximately 6 feet BGS that could indicate competent basalt.

##### **4.3.2.4 Competent Basalt**

Competent basalt is present below the fractured basalt. The competent basalt contact is difficult to predict based on the explorations. Additional geophysical testing can be completed at the site to determine the depth to competent basalt if significant site cuts are anticipated.



#### 4.3.3 Groundwater

The well logs described in Section 2.0 (Background) and our recent explorations did not encounter groundwater to depths of 20 feet BGS. We anticipate static groundwater at the site is deep; however, perched groundwater could be present at shallower depths and particularly near the interface of soil and competent basalt.

#### 4.4 GEOLOGIC HAZARDS

##### 4.4.1 Seismic Settlement and Lateral Spreading

Liquefaction is caused by a rapid increase in pore water pressure that reduces the effective stress between soil particles. Granular soil, which relies on interparticle friction for strength, undergoes a loss of strength until the excess pore pressures dissipate. In general, loose, saturated sand soil with low silt and clay content is the most susceptible to liquefaction. Silty soil with low plasticity can be susceptible to strain softening under relatively higher levels of ground shaking. Strain-softened soil has volumetric strains much smaller than liquefiable soil due to matrix effects.

Lateral spreading is a liquefaction-related seismic hazard and occurs on gently sloping or flat sites underlain by liquefiable sediment adjacent to an open face, such as a riverbank. Liquefied soil adjacent to an open face can flow toward the open face, resulting in lateral ground displacement.

Based on the soil and groundwater conditions and results of geophysical testing at the site, it is our opinion that liquefaction and lateral spreading are not design consideration for the project.

##### 4.4.2 Other Geologic Hazards

A discussion of other geologic hazards that could affect the site are discussed in the Site-Specific Seismic Hazard Evaluation presented in Appendix D.

#### 5.0 DESIGN

##### 5.1 FOUNDATION SUPPORT

###### 5.1.1 General

Building loads were unknown at the time this report was prepared; however, we anticipate maximum column and wall loads for the building will be less than 200 kips and 8 kips per lineal foot, respectively. Based on the subsurface conditions at the site, foundations for structures associated with development can be supported on conventional spread footings on firm, native soil.

Foundations should not be constructed on undocumented fill that is present in portions of the site. Based on explorations and documentation, we anticipate there is a high likelihood of fill in the north and particularly the northwest portions of the site. Undocumented fill should be completely removed to native soil if it is encountered below footings. Upon verification of native soil by a member of our field staff, the over-excavation should be backfilled with compacted crushed rock to the planned footing base. Over-excavation should extend 6 inches beyond the margins of the footings for every foot excavated below the base grade of the footing. Crushed rock should be compacted to not less than 95 percent of maximum dry density as determined by ASTM D1557 or until well keyed as determined by one of our geotechnical staff.

### 5.1.2 Dimensions and Capacities,

Footings should be established on firm native soil evaluated by Columbia West. Footings should be proportioned for an allowable bearing pressure of 3,500 psf. This value is a net bearing pressure; the weight of the footing and overlying backfill can be ignored in calculating footing sizes. The recommended allowable bearing pressure applies to the total of dead plus long-term live loads and can be increased by one-third for short-term loads resulting from wind or seismic forces.

Continuous isolated spread footings or circular footings should be at least 24 inches wide or 24 inches in diameter, respectively. Continuous footings should be a minimum of 18 inches wide. The bottoms of exterior footings should be at least 18 inches below the lowest adjacent exterior grade. The bottoms of interior footings should be established at least 12 inches below the base of the slab. If footings are excavated in the wet season, we recommend they are covered with a minimum of 6 inches of crushed rock shortly after excavation to prevent softening of the subgrade soil.

Irregular surfaces may be present at the bases of excavations due to fractured basalt. If irregular surfaces are present, they should be removed and replaced with compacted crushed rock to create a generally level surface.

If footings are constructed after fill-induced settlement is complete, total post-construction consolidation settlement is expected to be less than 1.0 inch with differential settlement less than 0.5 inch over a 50-foot span.

### 5.1.3 Resistance to Sliding

Lateral loads on footings can be resisted by passive earth pressure on the sides of structures and by friction on the bases of footings. Our analysis indicates that the available passive earth pressure for footings confined by native soil and structural fill is 300 pcf, modeled as an equivalent fluid pressure. Typically, the movement required to develop the available passive resistance may be relatively large; therefore, we recommend using a reduced passive equivalent fluid pressure of 250 pcf. Adjacent floor slabs, pavement, or the upper 12-inch depth of unpaved areas should not be considered when calculating passive resistance. In addition, in order to rely on passive resistance, a minimum of 5 feet of horizontal clearance must exist between the faces of the footings and any adjacent down slopes.

An allowable coefficient of friction equal to 0.35 can be used for footings supported on native soil. If a minimum of 6 inches of gravel is placed at the base of a footing, the coefficient of friction can be increased to 0.45.

### 5.1.4 Subgrade Observation and Preparation

All footing subgrade should be evaluated by a representative of Columbia West to confirm suitable bearing conditions. Observations should also confirm that loose or soft material, organic material, unsuitable fill, prior topsoil zones, and softened subgrade (if present) have been removed. Localized deepening of footing excavations may be required to penetrate any deleterious or soft material, particularly during wet weather conditions.

## **5.2 FLOOR SLABS**

As previously discussed, fill from former USTs is present at the site. Due to the variable composition of the fill and the unknown methods of placement and compaction, reliable strength properties for undocumented fill are difficult to predict and there is a risk for poor performance of floor slabs established directly over undocumented fill and buried topsoil.

To eliminate all risk of poor floor performance, undocumented fill should be removed, moisture conditioned, and re-compacted or removed and replaced after site stripping and cuts. Buried topsoil should be completely removed. Alternatively, floor slabs can be constructed on undocumented fill and buried topsoil, provided a risk of distress is accepted and it is evaluated by Columbia West. Refer to Section 6.1.4 (Undocumented Fill) for additional discussion.

A minimum 6-inch-thick layer of imported granular material should be placed and compacted over the prepared subgrade to assist as a capillary break. The floor slab base rock should be crushed rock or crushed gravel and sand meeting the requirements outlined in Section 6.5.1 (Structural Fill). The imported granular material should be placed in one lift and compacted to not less than 95 percent of maximum dry density as determined by ASTM D1557. Floor slab base rock contaminated with excessive fines (greater than 5 percent by dry weight passing the U.S. Standard No. 200 sieve) should be replaced.

Satisfactory subgrade support for building floor slabs at existing grades supporting loads of up to 200 psf is possible, provided the subgrade is prepared as recommended in this report. A modulus of subgrade reaction (k) of 120 pci should be used for design of floor slabs.

Flooring manufacturers often require vapor barriers to protect flooring and flooring adhesives. Many flooring manufacturers will warrant their product only if a vapor barrier is installed according to their recommendations. Selection and design of an appropriate vapor barrier, if needed, should be based on discussions among members of the design team. We can provide additional information to assist you with your decision.

## **5.3 SEISMIC DESIGN CRITERIA**

Seismic design is currently prescribed by the 2022 SOSSC. Based on shear wave velocity testing at the site, the seismic site class per ASCE 7-16 is B. Public safety buildings are considered "essential facilities" under ORS 455.447 and require a site-specific seismic hazard evaluation. Our Site-Specific Seismic Hazard Evaluation, which includes seismic design parameters, is presented in Appendix D.

## **5.4 RETAINING STRUCTURES**

### **5.4.1 Assumptions**

Our retaining wall design recommendations are based on the following assumptions: (1) the walls are cantilevered walls, (2) the walls are less than 10 feet in height, (3) drainage is provided behind the walls, (4) the retained soil has a slope flatter than 4H:1V, and (5) the ground surface at the toes of the walls has an inclination of flatter than 5H:1V. Re-evaluation of our recommendations will be required if the retaining wall design criteria for the project varies from these assumptions.



### 5.4.2 Wall Design Parameters

Permanent retaining structures free to rotate slightly around the base should be designed for active earth pressures using an equivalent fluid unit pressure of 35 pcf. If retaining walls are restrained against rotation during backfilling, they should be designed for an at-rest earth pressure of 55 pcf.

Seismic lateral forces can be calculated using a dynamic force equal to  $7H^2$  pounds per linear foot of wall, where H is the wall height. The seismic force should be applied as a distributed load with the centroid located at  $0.4H$  from the wall base. Footings for retaining walls should be designed as recommended for shallow foundations.

The design equivalent fluid pressure should be increased for walls that retain sloping soil. We recommend the above lateral earth pressures be increased using the factors presented in Table 1 when designing walls that retain sloping soil.

**Table 1. Lateral Earth Pressure Increase Factors for Sloping Soil**

| Slope of Retained Soil<br>(degrees) | Lateral Earth Pressure<br>Increase Factor |
|-------------------------------------|-------------------------------------------|
| 0                                   | 1.00                                      |
| 5                                   | 1.06                                      |
| 10                                  | 1.12                                      |
| 20                                  | 1.33                                      |
| 25                                  | 1.52                                      |
| 30                                  | 2.27                                      |

A vertical live load of 250 psf should be applied where roadways are located within  $1H$  of the back of the walls, where H is the exposed height of the wall. Figure 4 should be used if other surcharges are located near the back of the wall.

Foundations for walls can be designed in accordance with Section 5.1 (Foundation Support).

### 5.4.3 Wall Drainage and Backfill

The above design parameters have been provided assuming drains will be installed behind walls to prevent hydrostatic pressure from developing. If a drainage system is not installed, our office should be contacted for revised design forces.

Backfill placed behind the walls and extending a horizontal distance of  $\frac{1}{2}H$ , where H is the height of the retaining wall, should consist of retaining wall select backfill placed and compacted in conformance with the Section 6.5.1 (Structural Fill).

A minimum 6-inch-diameter, perforated collector pipe should be placed at the bases of the walls. The pipe should be embedded in a minimum 2-foot-wide zone of angular drain rock that is wrapped in a drainage geotextile fabric and extends up the back of the wall to within 1 foot of finished grade. The drain rock and drainage geotextile fabric should meet the specifications in Section 6.5 (Materials). The perforated collector pipes should discharge at an appropriate location

away from the base of the wall. The discharge pipes should not be tied directly into stormwater drain systems, unless measures are taken to prevent backflow into the wall's drainage system.

Settlement of up to 1 percent of the wall height commonly occurs immediately adjacent to the wall as the wall rotates and develops active lateral earth pressures. Consequently, we recommend construction of flatwork adjacent to retaining walls be postponed at least four weeks after backfilling of the wall, unless survey data indicates that settlement is complete prior to that time.

## 5.5 PAVEMENT

### 5.5.1 General

AC pavement will be needed for parking areas and drive aisles and we assume PCC may also be required on portions of the site. All pavement should be installed on subgrade prepared in conformance with Section 6.1 (Site Preparation) and Section 6.5 (Structural Fill). Our pavement design recommendations are based on the following assumptions:

- The top 12 inches of soil subgrade is compacted to at least 92 percent of maximum dry density as determined by ASTM D1557 or until proof rolling with heavy equipment indicates that it is firm and unyielding.
- Assumed resilient moduli of 5,500 psi for the subgrade soil and 20,000 psi for the aggregate base.
- The design manual provided for the project specifies pavement recommendations based on a design life of 20 years.
- Initial and terminal serviceability indices of 4.2 and 2.5, respectively.
- Reliability of 85 percent and standard deviation of 0.45.
- No growth
- Heavy vehicle traffic will consist of the occasional garbage truck, box truck, or other heavy vehicle.

If any of our assumptions or traffic volumes are incorrect, we should be contacted to provide alternative recommendations.

### 5.5.2 AC Pavement

Our AC pavement design recommendations are presented in Table 2.

**Table 2. 20-Year Standard AC Pavement Sections**

| Traffic Levels        | AC <sup>1</sup><br>(inches) | Aggregate<br>Base <sup>1</sup><br>(inches) |
|-----------------------|-----------------------------|--------------------------------------------|
| Car parking areas     | 2.5                         | 6                                          |
| Car-only drive aisles | 3                           | 8                                          |
| Heavy vehicle areas   | 3.5                         | 10                                         |

1. All thicknesses are intended to be the minimum acceptable.

Our PCC pavement design recommendations are provided in Table 3.

**Table 3. 20-Year PCC Standard Pavement Sections**

| <b>Traffic Levels</b>       | <b>PCC<sup>1</sup><br/>(inches)</b> | <b>Aggregate<br/>Base<sup>1</sup><br/>(inches)</b> | <b>Maximum<br/>Joint Spacing<br/>(feet)</b> |
|-----------------------------|-------------------------------------|----------------------------------------------------|---------------------------------------------|
| Car and heavy vehicle areas | 6.5                                 | 6                                                  | 13                                          |

1. All thicknesses are intended to be the minimum acceptable.

### 5.5.3 Construction Considerations

All thicknesses are intended to be the minimum acceptable. Design of the recommended pavement sections assumes that construction will be completed during an extended period of dry weather. Wet weather construction could require an increased thickness of aggregate base.

Construction traffic should be limited to non-building, unpaved portions of the site or haul roads. Construction traffic should not be allowed on new pavement. If construction traffic is to be allowed on newly constructed road sections, an allowance for this additional traffic will need to be made in the design pavement section.

The aggregate base thicknesses do not account for construction traffic, and haul roads and staging areas should be used as described in Section 6.0 (Construction).

## 5.6 DRAINAGE

### 5.6.1 Temporary

During work at the site, the contractor should be made responsible for temporary drainage of surface water as necessary to prevent standing water and/or erosion at the working surface. During rough and finished grading of the site, the contractor should keep all pads and subgrade free of ponding water.

### 5.6.2 Surface

The ground surface at finished pads should be sloped away from their edges at a minimum 2 percent gradient for a distance of at least 5 feet. Roof drainage from buildings should be directed into solid, smooth-walled drainage pipes that carry the collected water to the storm drain system.

### 5.6.3 Subsurface

Based on the soil and groundwater conditions at the site, perimeter footing drains are not required, unless specifically requested by the ownership and design team. If desired, perimeter foundation drains should consist of a filter fabric-wrapped, drain rock-filled trench that extends at least 12 inches below the lowest adjacent grade (i.e., slab subgrade elevation). A perforated pipe should be placed at the base to collect water that gathers in the drain rock. The drain rock and filter fabric should meet specifications outlined in Section 6.5 (Materials). Discharge for footing drains should not be tied directly into the stormwater drainage system, unless mechanisms are installed to prevent backflow.



Due to the depth of groundwater, underslab drains are not required for slabs onsite.

#### 5.6.4 Stormwater Infiltration Systems

Based on the subsurface soil encountered in the explorations and the environmental history discussed in Section 2.0 (Background), on-site infiltration systems are not recommended.

#### 5.7 PERMANENT SLOPES

Permanent cut and fill slopes should not exceed 2H:1V. Slopes that will be maintained by mowing should not be constructed steeper than 3H:1V. Access roads and pavement should be located at least 5 feet from the top of cut and fill slopes. The horizontal setback should be increased to 10 feet for buildings. Note that the setback recommendations pertain to engineered cut and fill slopes only.

Concentrated drainage or water flow over the face of slopes should be prohibited as described in this report and adequate protection against erosion is required. Fill slopes should be overbuilt, compacted, and trimmed at least 2 feet horizontally to provide adequate compaction of the outer slope face.

### 6.0 CONSTRUCTION

#### 6.1 SITE PREPARATION

##### 6.1.1 General

Site grading activities should be performed in accordance with the requirements specified in the 2021 IBC, Chapter 18 and Appendix J, with exceptions noted in this report. Site preparation should be observed and documented by Columbia West.

##### 6.1.2 Demolition

Demolition includes removal of existing structural features at the site. Abandoned foundations and utilities, if present, will need to be removed and the resulting excavations backfilled. Utility lines should be completely removed or, with prior approval, grouted full if left in place. Excavations remaining from demolition and removal of existing structures should be backfilled with compacted structural fill in accordance with the recommendations in Section 6.5 (Materials).

##### 6.1.3 Stripping and Grubbing

Stripping and grubbing is anticipated to be minimal and, where encountered, the existing root and topsoil zones should be stripped and removed from all areas to receive new structural improvements. The actual stripping depth should be based on field observations at the time of construction. Stripped material should be transported offsite for disposal or used in landscaped areas.

Trees and shrubs should be removed from fill areas. In addition, root balls should be grubbed out to the depth of the roots, which could exceed 3 feet BGS. Depending on the methods used to remove root balls, considerable disturbance and loosening of the subgrade could occur during site grubbing. We recommend that soil disturbed during grubbing operations be removed to expose firm, undisturbed subgrade. The resulting excavations should be backfilled with structural fill.

#### 6.1.4 Undocumented Fill

##### 6.1.4.1 General

Undocumented fill from UST removal is present onsite. In addition, other shallower areas of fill may be present at the site. Due to the variable composition of the fill and the unknown methods of placement and compaction, reliable strength properties for undocumented fill are difficult to predict.

##### 6.1.4.2 Foundation Areas

Undocumented fill should be completely removed from under new building foundations and footings should be supported on crushed rock as discussed in the Section 5.1 (Foundation Support) and Section 6.5 (Materials).

##### 6.1.4.3 Floor Slab and Pavement Areas

There is a small risk for poor performance of floor slabs and pavement established directly over undocumented fill and buried topsoil. If undocumented fill and buried topsoil are present after site grading, removal and replacement of undocumented fill and buried topsoil would eliminate all risk. Floor slabs and pavement can be constructed on fill, provided a small risk of distress is accepted (minor floor slab cracking and localized "bird baths" in pavement areas) and they are evaluated as described in Section 6.1.5 (Subgrade Evaluation).

#### 6.1.5 Subgrade Evaluation

Upon completion of stripping and prior to the placement of structural fill, foundations, floor slabs, or pavement improvements, exposed subgrade soil should be evaluated by proof rolling with a fully loaded dump truck or similar heavy, rubber-tired construction equipment. When the subgrade is too wet for proof rolling, a foundation probe may be used to identify areas of soft, loose, or unsuitable soil. Subgrade evaluation should be performed by Columbia West. If soft or yielding subgrade areas are identified during evaluation, we recommend the subgrade be over-excavated and backfilled with compacted imported granular fill.

#### 6.2 CONSTRUCTION TRAFFIC AND STAGING

The site is currently covered by AC. Where possible, the AC should be left in place as long as possible to support construction traffic. Beneath the AC is granular fill and native soil that contains silt and can be disturbed when wet.

If construction occurs in the dry season, we anticipate the granular material beneath the site can support most construction traffic; however, if construction occurs during or extends into the wet season or if the moisture content of the surficial soil is more than a couple percentage points above optimum, granular haul roads and staging areas will be necessary for support of construction traffic during the rainy season or when the moisture content of the surficial soil is more than a few percentage points above optimum.

The aggregate base thickness for pavement areas is intended to support post-construction design traffic loads and is not designed to support construction traffic. Moreover, if construction is planned for periods when the subgrade soil is wet, staging and haul roads with increased thicknesses of base rock will be required. The amount of staging and haul road areas, as well as the required thickness of granular material, will vary with the contractor's sequencing of a project

and type/frequency of construction equipment and should, therefore, be the responsibility of the contractor. Based on our experience, between 12 and 18 inches of imported granular material is generally required in staging areas and between 18 and 24 inches in haul road areas. The contractor should also be responsible for selecting the type of material for construction of haul roads and staging areas. A geotextile fabric can be placed as a barrier between the subgrade and imported granular material in areas of repeated construction traffic to help prevent silt migration into the base rock. Imported granular material, stabilization material, and geotextile fabric should meet the specifications in Section 6.5 (Materials).

As an alternative to thickened crushed rock sections, haul roads and utility work zones are commonly constructed using cement-amended subgrade overlain by a crushed rock wearing surface. Due to the presence gravel and fill, we anticipate that cement amendment is not viable for the project.

Project stakeholders should understand that wet weather construction is risky and costly. Proper construction methods and techniques are critical to overall project integrity and should be observed and documented by Columbia West.

### **6.3 EXCAVATION**

#### **6.3.1 General**

Subsurface conditions at the site consist of a pavement section over loose fill or fractured to competent basalt. We anticipate the basalt will be present in the upper 2 to 6 feet and more competent basalt will be present below those depths.

#### **6.3.2 Soil and Gravel Excavation**

Excavation into sand should be readily accomplished with conventional earthwork equipment. Excavation into fractured basalt is possible; however, the depth of the excavation will depend on the degree of weathering of the basalt. Excavation into the fractured basalt will likely encounter cobbles and boulders that will make excavation more difficult.

Because of the presence of sand and gravel, sloughing and caving should be expected at all depths and open excavations should be assumed for trenches that extend more than a few feet below ground surface. Excavations should be cut at a slope of 1H:1V if groundwater seepage is not present. Excavations should be flattened to 1.5H:1V or 2H:1V if excessive sloughing or raveling occurs. If groundwater is present, caving and raveling will likely occur and dewatering will be necessary. In lieu of large and open cuts, approved temporary shoring may be used for excavation support. A wide variety of shoring and dewatering systems are available. The contractor should be responsible for selecting the appropriate shoring and dewatering systems.

#### **6.3.3 Basalt Excavation**

Competent basalt is likely present between 2 and 6 feet BGS. Our scope of services did not include geophysical or unconfined compressing testing of the basalt that can be used to assess the effort required to remove it; however, based on experience and mapping in the area, blasting, sawing, and hydraulic chipping will be required to excavate competent basalt at the site.



## 6.4 CONSTRUCTION DEWATERING

### 6.4.1 General

Based on the results of explorations, dewatering is likely to be minimal at the site. Groundwater will likely be perched on the basalt and volumes are expected to be minimal. Sump pumps will likely be suitable to remove water from the excavations; however, it is possible more robust systems could be required in isolated areas.

### 6.4.2 Construction Dewatering

The contractor should be responsible for temporary drainage of surface water, perched water, and groundwater as necessary to prevent standing water and/or erosion at the working surface. Because of the instability of saturated, low plasticity silt, sloughing and "running" conditions can occur if excavations extend below groundwater seepage levels. Positive control of groundwater will be required to maintain stable trench sides and base. The proposed dewatering plan should be capable of maintaining groundwater levels at least 2 feet below the base of the trench excavation (including the depth required for trench bedding and stabilization material). In addition to safety considerations, running soil, caving, or other loss of ground will increase backfill volumes and can result in damage to adjacent structures or utilities.

Flow rates for dewatering are likely to vary depending on location, soil type, and the season in which excavation occurs. Dewatering systems should be capable of adapting to variable flows. Because of the tendency of saturated, low plasticity silt with sand to "run," we recommend dewatering wells or well points be considered if trench excavations extend below groundwater levels. Tight-joint driven sheets in conjunction with a scaled-down dewatering program can also be an effective way to control groundwater seepage, provided the sheets are driven deep enough to control heaving conditions at the base of the excavation.

Trench dewatering will be required to maintain dry working conditions if the invert elevations of the proposed utilities encounter groundwater. Pumping from sumps located within the trench may result in excessive sloughing, caving, or running conditions, and dewatering by well points may be required. If groundwater is present at the base of a utility excavation, we recommend placing 1.5 to 2 feet of stabilization material at the base of the excavation. The use of a subgrade geotextile fabric may reduce the amount of stabilization material required. The actual thickness should be based on field observations during construction. Trench stabilization material and subgrade geotextile fabric should meet the requirements described in Section 6.5 (Materials). Trench stabilization material should be placed in one lift and compacted until well keyed.

While we have described certain approaches to excavation dewatering, it is the contractor's responsibility to select the dewatering methods.

## 6.5 MATERIALS

### 6.5.1 Structural Fill

#### 6.5.1.1 General

Areas proposed for fill placement should be appropriately prepared as described in Section 6.1 (Site Preparation). Engineered fill placement should be observed by Columbia West. Compaction

of engineered structural fill should be verified by proof rolling or nuclear gauge field compaction testing performed in accordance with ASTM D6938. Field compaction testing should be performed for each vertical foot of engineered fill placed.

Various materials may be acceptable for use as structural fill. Structural fill should be free of organic material or other unsuitable material and meet the specifications provided in the following sections. Representative samples of proposed engineered structural fill should be submitted for laboratory testing and approval by Columbia West prior to placement. All structural fill should be free of organic material and have a particle size of less than 6 inches.

#### 6.5.1.2 On-Site Soil

The near-surface soil consists of fractured basalt, which is suitable for use as structural fill if it is adequately dried or moisture conditioned to achieve the recommended compaction specifications. We recommend the particle size criteria in Table 4 be followed for placement of on-site soil.

**Table 4. On-Site Fill Particle Size Recommendations**

| Depth Below Finished Grade<br>(feet) | Maximum Particle Size<br>(inches) |
|--------------------------------------|-----------------------------------|
| 0 to 2                               | 3                                 |
| 2 to 8                               | 6                                 |
| >8                                   | 12                                |

All particles with a maximum particle size greater than 12 inches should be removed from fill and stockpiled in an area designated by the owner.

Typically, the compaction criterion for fill is a specified percentage (e.g., 95 percent) relative to a Proctor test (ASTM D1557). Where feasible, we will conduct density testing of fill using a nuclear densometer to determine relative compaction values. The material should be compacted to at least 95 percent of maximum dry density as determined by ASTM D1557. However, because of the variability of the material and presence of oversize materials, monitoring the compaction purely by comparison to a Proctor value may not be appropriate for fill at this site. Therefore, we recommend that the following performance-based evaluation procedure be used:

- Complete test strips to establish compaction standards using field-determined Proctor values. This will require establishing a test strip area of relatively consistent material and completing nuclear density gauge testing with each pass of the compactor. Typically, maximum densities tend to occur after four to five passes; however, several passes may be required to establish moisture/density curves for evaluating fill compaction.
- Testing with a nuclear density gauge will be completed to monitor moisture contents as well as for tracking fill densities.

- Qualified personnel will observe a proof roll with a fully loaded off-road truck (or similar rubber-tired equipment).
- To be considered structural fill, the material should be dense and unyielding with negligible deflection, pumping, or rutting and the moisture/density values within the range of field-established Proctor values.

#### **6.5.1.3 Processed Basalt**

If fractured or competent basalt rock is processed for use as structural fill, we recommend the maximum particle sizes in Table 4. Processed basalt should be placed and compacted as described in Section 6.5.1.2 (On-Site Soil).

#### **6.5.1.4 Imported Granular Material**

Imported granular material should consist of pit- or quarry-run rock, crushed rock, or crushed gravel and sand. Imported granular material should be placed in loose lifts not exceeding 12 inches in thickness and compacted to at least 95 percent of maximum dry density as determined by ASTM D1557. During wet weather conditions or where wet subgrade conditions are present, the initial loose lift of granular fill should be approximately 18 inches thick and should be compacted with a smooth-drum roller operating in static mode.

#### **6.5.1.5 Stabilization Material**

Stabilization material should consist of durable, 4- or 6-inch-minus pit- or quarry-run rock, crushed rock, or crushed gravel and sand that is free of organic material and other deleterious material. The material should have a maximum particle size of 6 inches with less than 5 percent by dry weight passing the U.S. Standard No. 4 sieve. The material should have at least two mechanically fractured faces.

Stabilization material should be placed in loose lifts between 12 and 24 inches thick and compacted to a firm, unyielding condition. Equipment with vibratory action should not be used when compacting stabilization material over wet, fine-grained soil. If stabilization material is used to stabilize soft subgrade below pavement or construction haul roads, a subgrade geotextile should be placed as a separation barrier between the soil subgrade and the stabilization material.

#### **6.5.1.6 Trench Backfill**

Trench backfill placed beneath, adjacent to, and for at least 12 inches above utility lines (i.e., the pipe zone) should consist of durable, well-graded granular material with a maximum particle size of 1½ inches, should have less than 7 percent fines by dry weight, and should have at least two mechanically fractured faces. The pipe zone backfill should be compacted to at least 90 percent of maximum dry density as determined by ASTM D1557 or as required by the pipe manufacturer or local building department.

Within roadway alignments, the remainder of the trench backfill up to the subgrade elevation should consist of durable, well-graded granular material with a maximum particle size of 2½ inches, should have less than 7 percent fines by dry weight, and should have at least two mechanically fractured faces. This material should be compacted to at least 92 percent of



maximum dry density as determined by ASTM D1557 or as required by the pipe manufacturer or local building department. The upper 3 feet of the trench backfill should be compacted to at least 95 percent of maximum dry density as determined by ASTM D1557.

Outside of structural areas, trench backfill placed above the pipe zone should be compacted to at least 90 percent of maximum dry density as determined by ASTM D1557 or as required by the local jurisdictional agency or pipe manufacturer.

#### **6.5.1.7 Retaining Wall Backfill**

Backfill placed behind retaining walls and extending a horizontal distance of  $\frac{1}{2}H$ , where H is the height of the retaining wall, should consist of imported granular material as described above and should have less than 7 percent fines by dry weight. We recommend the wall backfill be separated from general fill, native soil, and/or topsoil using a geotextile fabric that meets the specifications provided below for drainage geotextiles.

The wall backfill should be compacted to a minimum of 95 percent of maximum dry density as determined by ASTM D1557. However, backfill located within a horizontal distance of 3 feet from a retaining wall should only be compacted to approximately 90 percent of maximum dry density as determined by ASTM D1557. Backfill placed within 3 feet of the wall should be compacted in lifts less than 6 inches thick using hand-operated tamping equipment (such as a jumping jack or vibratory plate compactor). If flatwork (sidewalks or pavement) will be placed atop the wall backfill, we recommend that the upper 2 feet of material be compacted to 95 percent of maximum dry density as determined by ASTM D1557.

#### **6.5.1.8 Retaining Wall Leveling Pad**

Crushed aggregate used as a leveling pad for retaining wall footings should consist of  $\frac{3}{4}$ - or  $1\frac{1}{4}$ -inch-minus crushed rock and should have less than 7 percent fines by dry weight. The leveling pad material should be compacted to at least 95 percent of maximum dry density as determined by ASTM D1557.

#### **6.5.1.9 Floor Slab and Pavement Aggregate Base**

Imported granular material used as base rock for building floor slabs and pavement should consist of  $\frac{3}{4}$ - or  $1\frac{1}{2}$ -inch-minus material (depending on the application). In addition, the aggregate should have less than 5 percent fines by dry weight and should have at least two mechanically fractured faces. The aggregate base should be compacted to not less than 95 percent of maximum dry density as determined by ASTM D1557.

#### **6.5.1.10 Drain Rock**

Drain rock should consist of angular, granular material with a maximum particle size of 2 inches. The material should be free of roots, organic material, and other unsuitable material; should have less than 2 percent fines by dry weight; and should have at least two mechanically fractured faces. Drain rock should be compacted to a well-keyed, firm condition.

### 6.5.2 Geotextile Fabric

#### 6.5.2.1 Subgrade Geotextile

Subgrade geotextile should conform to OSSC Table 02320-4 and OSSC 00350 (Geosynthetic Installation). A minimum initial aggregate base lift of 6 inches is required over geotextiles. All drainage aggregate and stabilization material should be underlain by a subgrade geotextile.

#### 6.5.2.2 Drainage Geotextile

Drainage geotextile should conform to Type 2 material of OSSC Table 02320-1 and OSSC 00350 (Geosynthetic Installation). A minimum initial aggregate base lift of 6 inches is required over geotextiles.

### 6.5.3 Pavement

#### 6.5.3.1 AC

The AC should be Level 2, ½-inch, dense ACP in the parking areas and Level 3, ½-inch, dense ACP in the truck areas according to OSSC 00744 (Asphalt Concrete Pavement). The AC should be compacted to 92 percent of the theoretical maximum density of the mix as determined by AASHTO T 209. The minimum and maximum lift thicknesses are 2 inches and 3 inches, respectively, for ½-inch ACP. Asphalt binder should be performance graded and conform to PG 64-22. The binder grade should be adjusted depending on the aggregate gradation and amount of recycled asphalt pavement and/or recycled asphalt shingles in the contractor's mix design submittal.

#### 6.5.3.2 PCC

PCC should be Class 4000, 1½-inch paving concrete according to OSSC 02001 (Concrete) with a minimum 28-day flexural strength of 600 psi. The length to width ratio for any panel should be at least 0.80 and should not exceed 1.25. Joints in truck bays should have a maximum 14-foot joint spacing. Reinforcing and specifications should be provided by the site civil and structural engineering team. Concrete should be tested during installation in accordance with ASTM C171, ASTM C138, ASTM C231, ASTM C143, ASTM C1064, and ASTM C31. This includes casting of cylinder specimen at a frequency of four cylinders per 100 cubic yards of poured concrete. Recommended field concrete testing includes slump, air entrainment, temperature, and unit weight.

#### 6.5.3.3 Cold Weather Paving Considerations

In general, AC paving is not recommended during cold weather (temperatures less than 40 degrees Fahrenheit). Compacting under these conditions can result in low compaction and premature pavement distress.

Each AC mix design has a recommended compaction temperature range that is specific for the particular AC binder used. In colder temperatures, it is more difficult to maintain the temperature of the AC mix as it can lose heat while stored in the delivery truck, as it is placed, and in the time between placement and compaction. In Oregon, the AC surface temperature during paving should be at least 40 degrees Fahrenheit for lift thickness greater than 2.5 inches and at least 50 degrees Fahrenheit for lift thickness between 2 and 2.5 inches.

If AC paving must take place during cold weather construction as defined above, the contractor and design team should discuss options for minimizing risk of pavement serviceability.

### **6.6 EROSION CONTROL**

Soil at this site is susceptible to erosion by wind and water; therefore, erosion control measures should be carefully planned and installed before construction begins. Surface water runoff should be collected and directed away from sloped areas to prevent water from running down the slope face. Measures that can be employed to reduce erosion include the use of silt fences, hay bales, buffer zones of natural growth, sedimentation ponds, and granular haul roads. All erosion control methods should be in accordance with local jurisdiction standards.

### **7.0 OBSERVATION OF CONSTRUCTION**

Satisfactory pavement, earthwork, and foundation performance depends to a large degree on the quality of construction. Sufficient observation of the contractor's activities is a key part of determining that the work is completed in accordance with the construction drawings and specifications. Columbia West should be retained to observe subgrade preparation, fill placement, foundation excavations, drainage system installation, and pavement placement and to review laboratory compaction and field moisture-density information.

Subsurface conditions observed during construction should be compared with those encountered during the subsurface explorations. Recognition of changed conditions requires experience; therefore, qualified personnel should visit the site with sufficient frequency to detect whether subsurface conditions change significantly from those anticipated.

### **8.0 LIMITATIONS**

We have prepared this report for use by the addressee and members of the design and construction team for the proposed project. This report is subject to the limitations expressed in Appendix E.



We appreciate the opportunity to be of service to you. Please call if you have questions concerning this report or if we can provide additional services.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nick Paveglio'.

Nick Paveglio, PE  
Principal Engineer



## REFERENCES

AASHTO 1993. *AASHTO Guide for Design of Pavement Structures*.

ASCE 2016. *Minimum Design Loads and Associated Criteria for Buildings and Other Structures* and supplements. ASCE Standard ASCE/SEI 7-16.

ASTM International 2022. *Annual Book of ASTM Standards*, Volume 04.08: Soil and Rock (I), D420-D5876/D5876m.

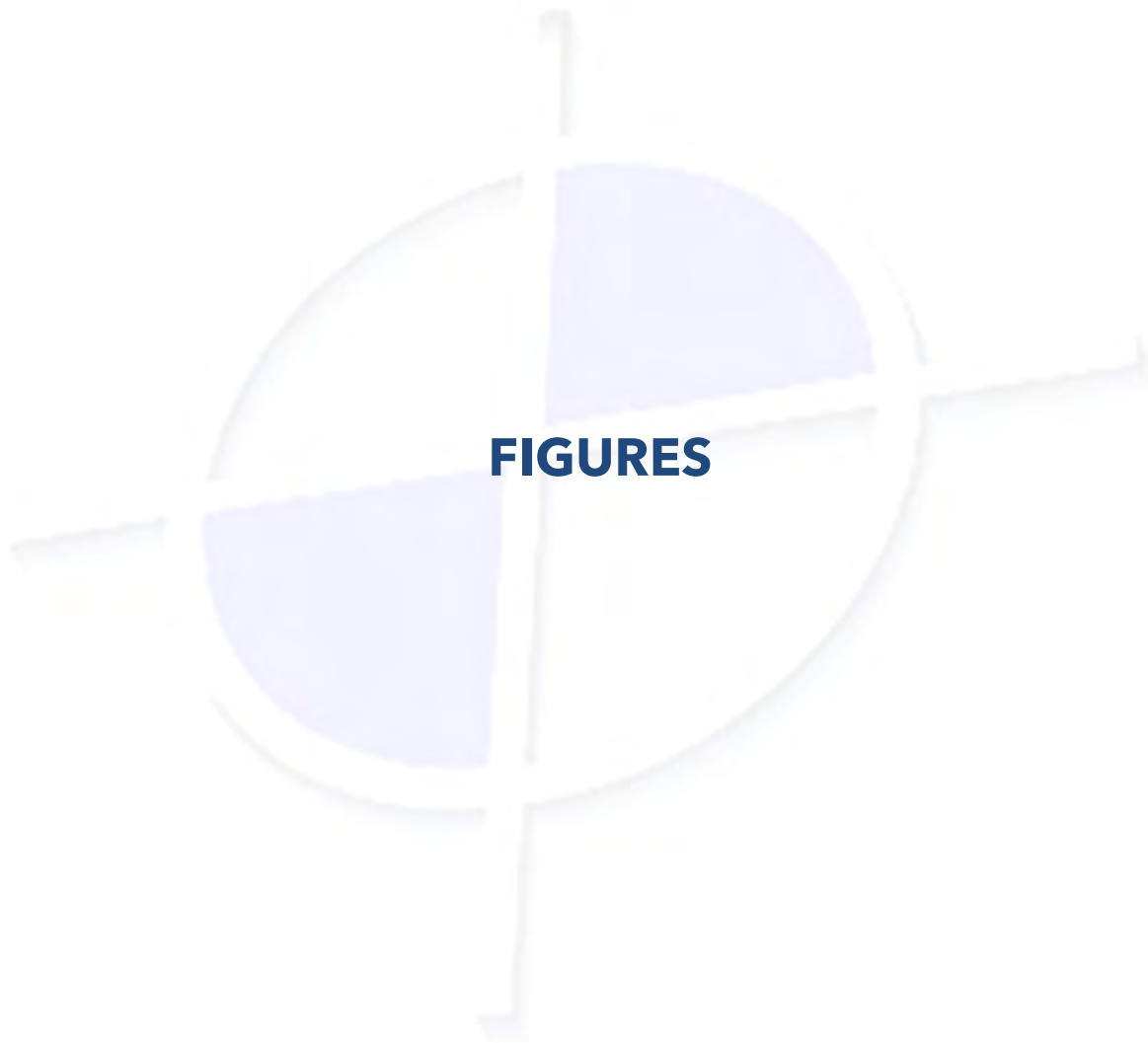
Evarts, R.C. 2004. *Geologic Map of the Saint Helens Quadrangle, Columbia County, Oregon, and Cowlitz and Clark Counties, Washington*, U.S. Geological Survey Scientific Investigations Map 2834.

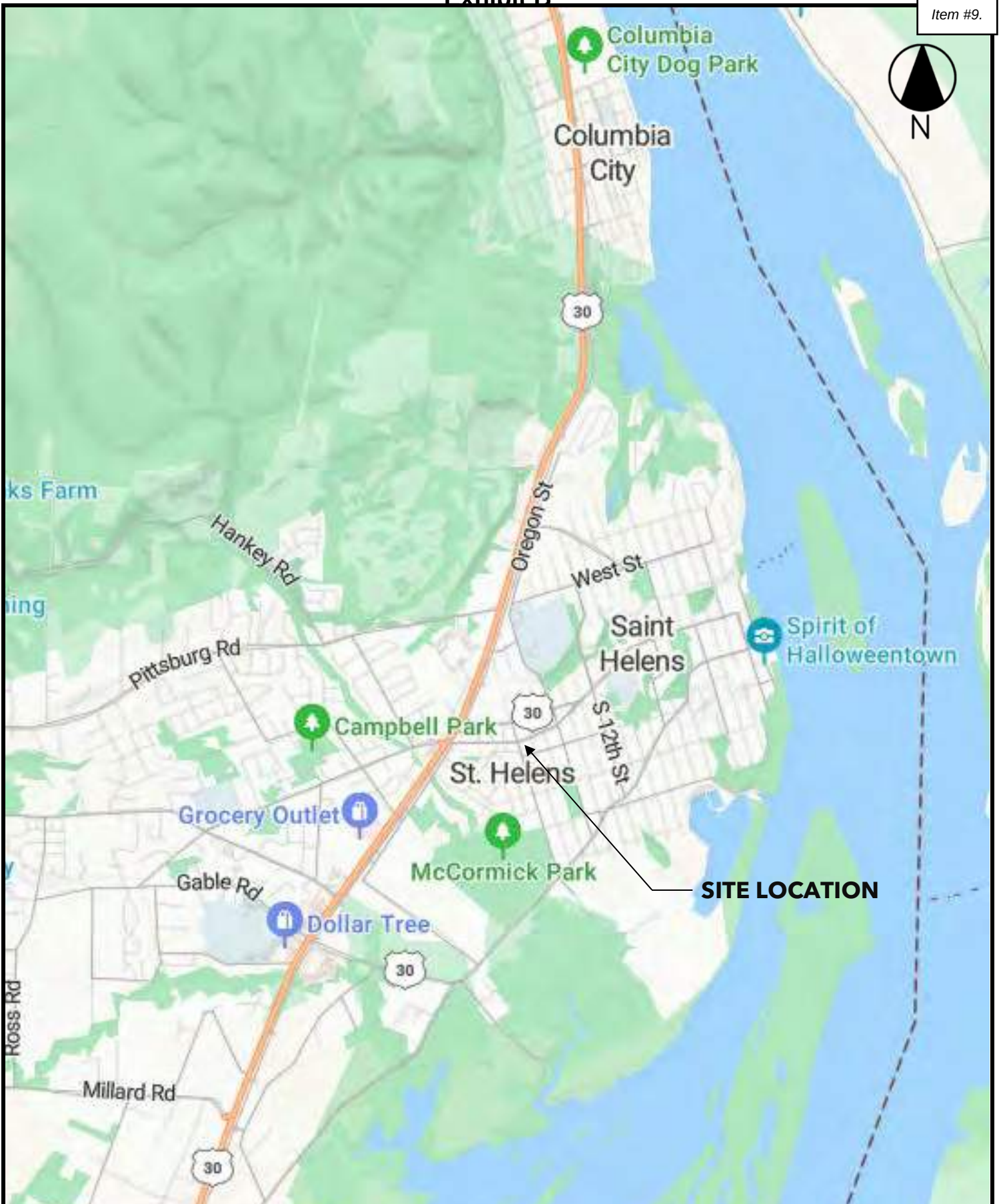
Maul Foster & Alongi, Inc. 2024. *Phase I Environmental Site Assessment; Former Portland General Electric Yard; 1771 Columbia Boulevard; St. Helens, Oregon 97051*, dated September 6, 2024.

Oregon Building Codes Division 2022. *2022 Oregon Structural Specialty Code*.

Oregon Department of Transportation 2024. *Oregon Standard Specifications for Construction*.

USDA 2025. Web Soil Survey. National Resources Conservation Services.  
<https://websoilsurvey.nrcs.usda.gov/app/HomePage.htm>. Accessed August 2025.







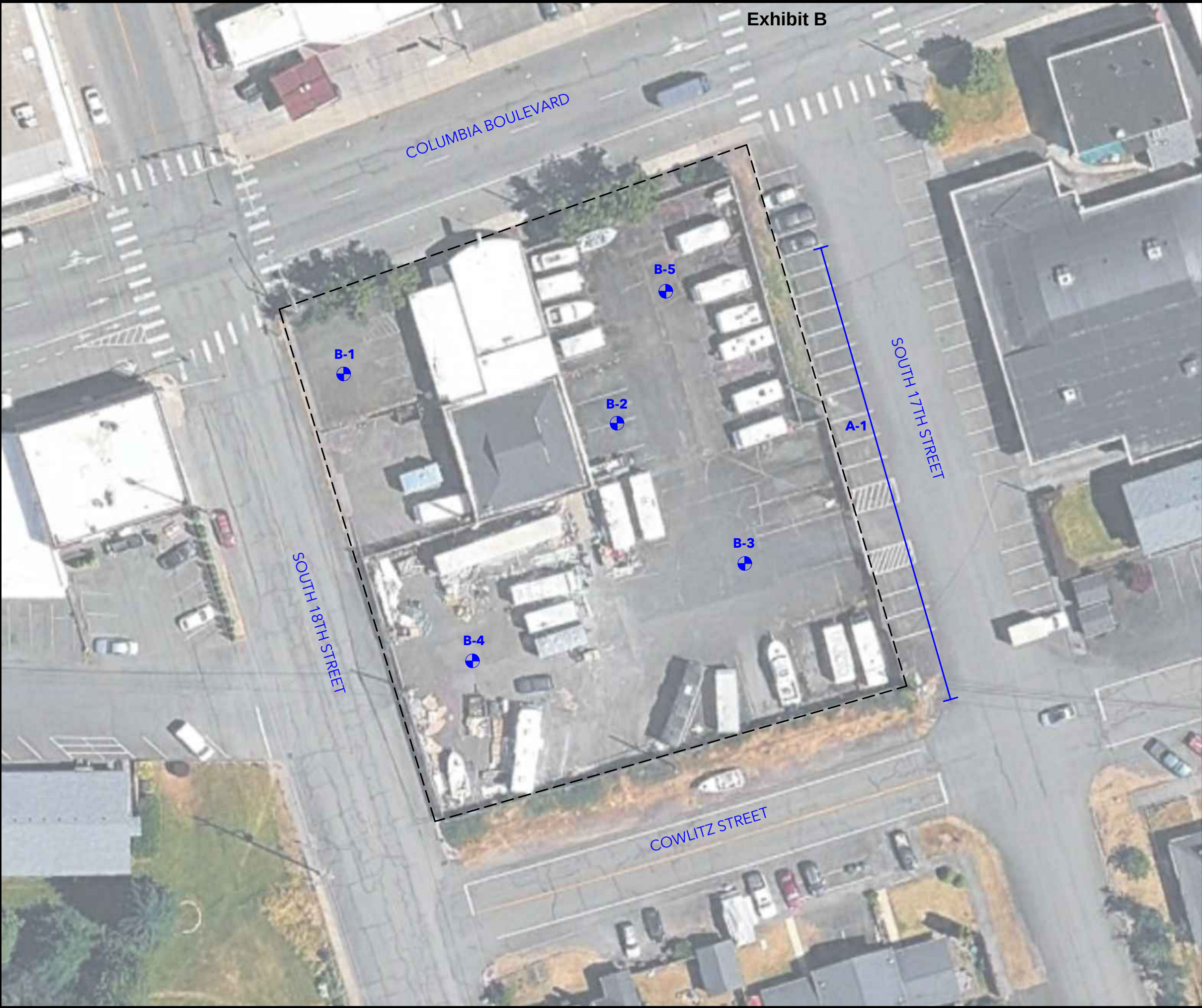
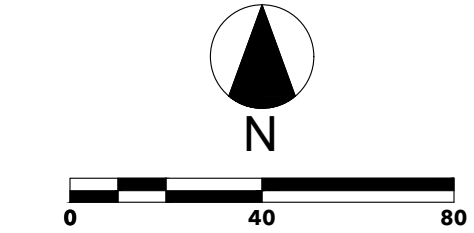


Exhibit B

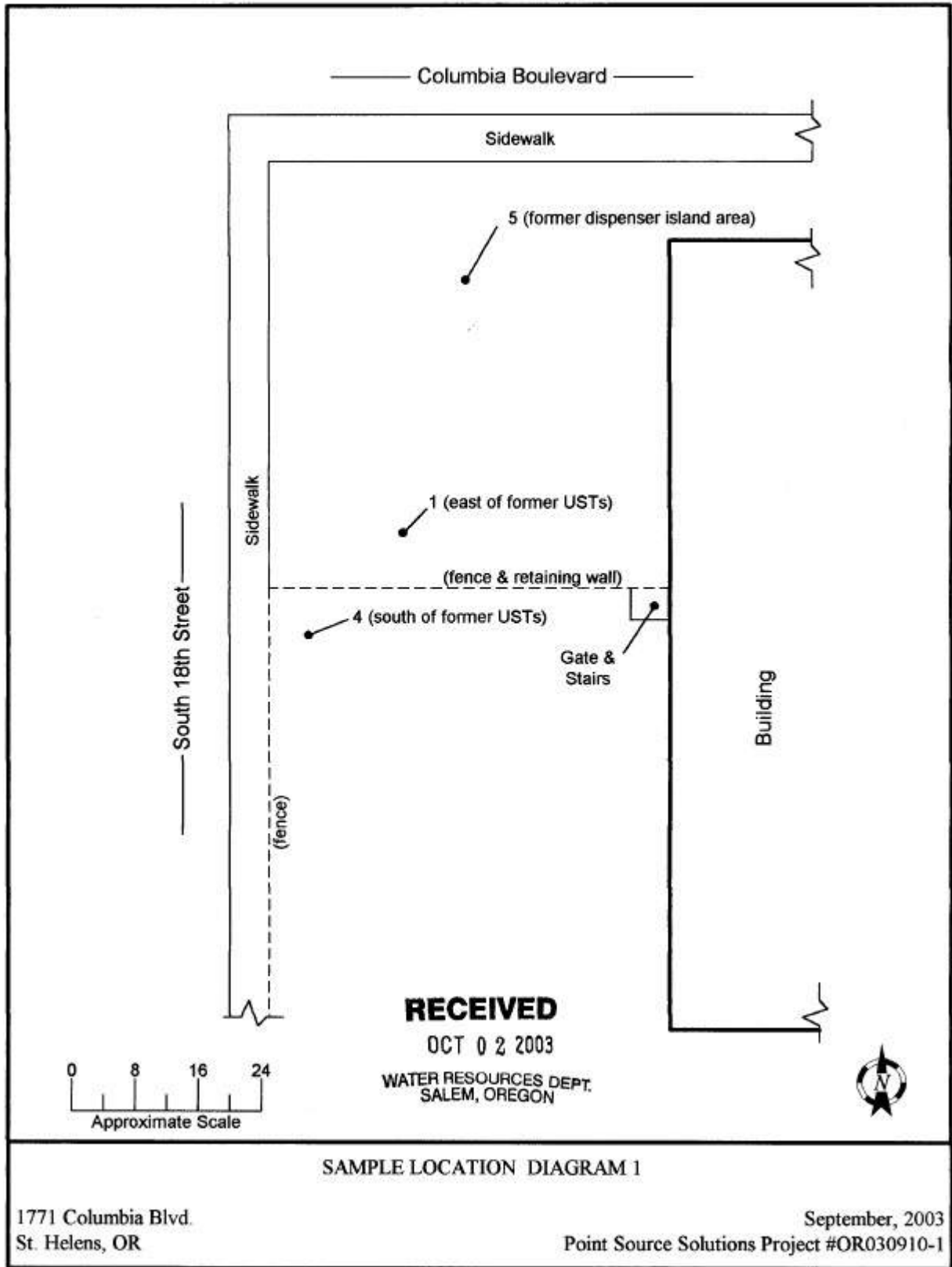
LEGEND

- [Dashed Line] SITE BOUNDARY
- [Blue Circle with Crosshair] BORING
- [Blue Line] ReMi ARRAY



NOTES:  
1. AERIAL PHOTO SOURCED FROM GOOGLE EARTH.  
2. EXPLORATION LOCATIONS ARE APPROXIMATE AND NOT SURVEYED.  
3. REFER TO REPORT TEXT FOR EXPLORATION DESCRIPTIONS.

COLU 52448





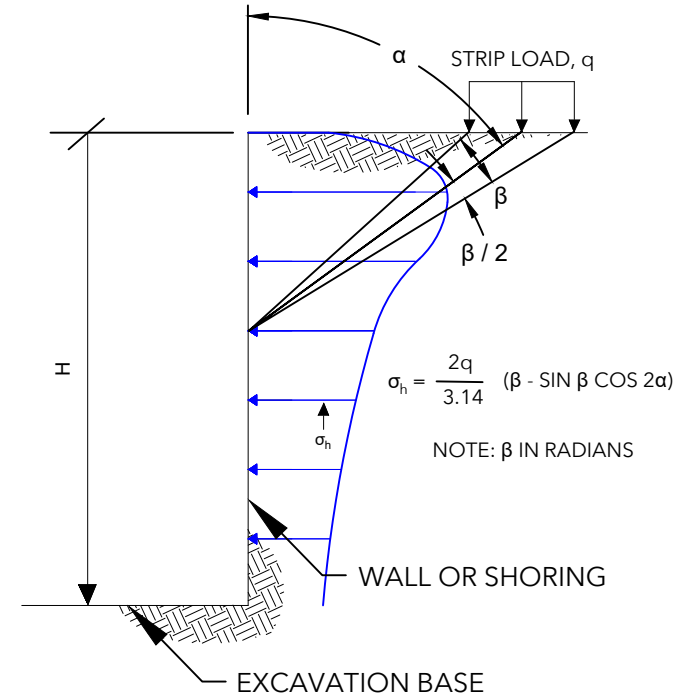
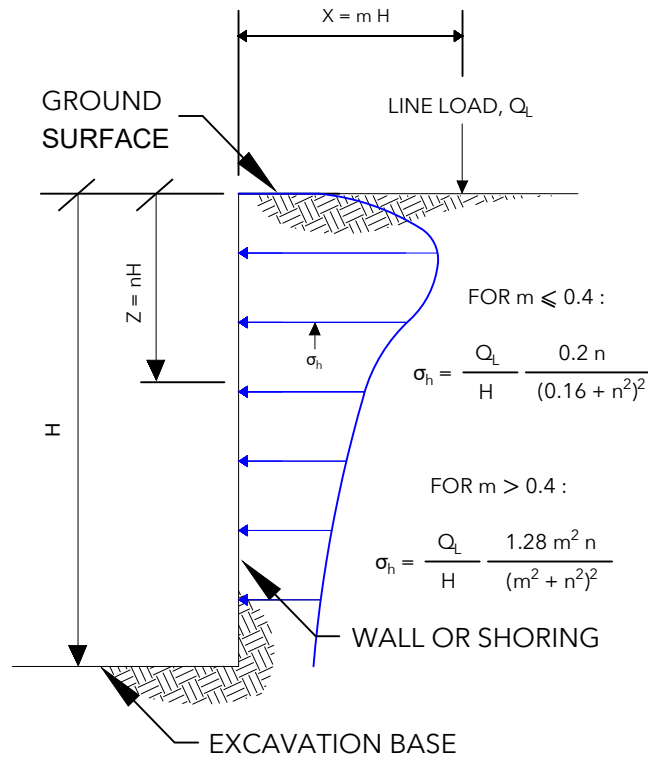
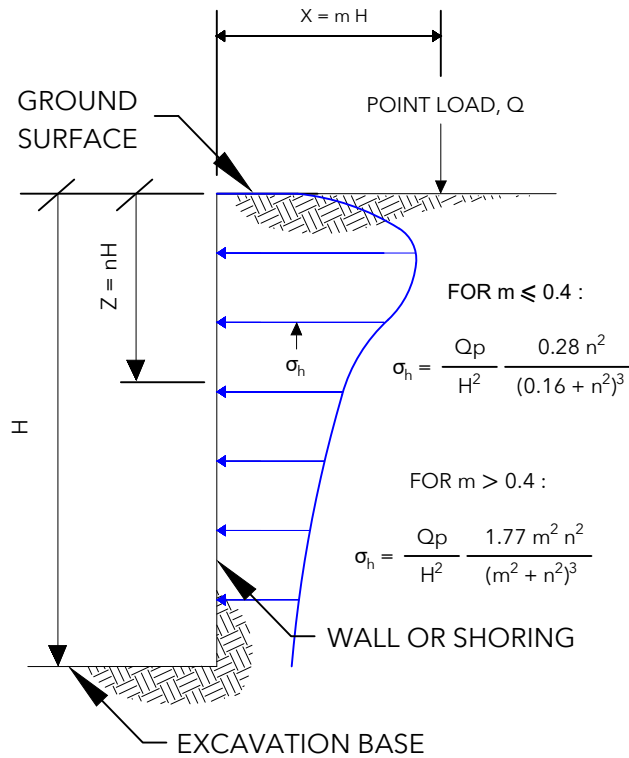
## Exhibit B

### LINE LOAD PARALLEL TO WALL

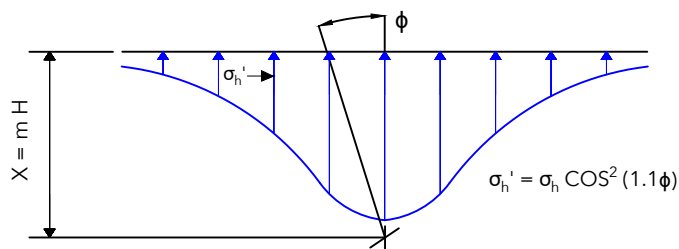
### STRIP LOAD PARALLEL TO WALL

Item #9.

### VERTICAL POINT LOAD



### VERTICAL POINT LOAD HORIZONTAL PRESSURE DISTRIBUTION



#### NOTES:

1. FIGURE SHOULD BE USED JOINTLY WITH RECOMMENDATIONS PRESENTED IN THE REPORT TEXT.
2. LATERAL EARTH PRESSURES ASSUME RIGID WALLS WITH BACKFILL MATERIALS HAVING A POISSON'S RATIO OF 0.5.
3. TOTAL LATERAL EARTH PRESSURES RESULTING FROM COMBINED LOADS MAY BE CALCULATED USING SUPERPOSITION.
4. DRAWING IS NOT TO SCALE.





## APPENDIX A

## APPENDIX A FIELD EXPLORATIONS

### GENERAL

Subsurface conditions at the site were explored by drilling five borings (B-1 through B-5) to depths between 5.1 and 20.1 feet BGS. Excavation services were completed by Western States Soil Conservation of Hubbard, Oregon, using mud rotary drilling methods. The exploration logs are presented in this appendix.

The exploration locations are shown on Figure 2. The exploration locations were determined in the field by pacing or measuring from existing site features. This information should be considered accurate only to the degree implied by the methods used.

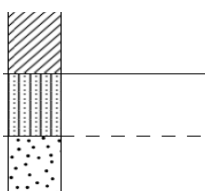
### SOIL SAMPLING

Soil samples were collected from the borings using split-barrel SPT samplers in general accordance with ASTM D1586 or modified California samplers in general accordance with ASTM D3550. The samplers were driven a total distance of 18 inches with a 140-pound, automatic-trip hammer free falling 30 inches. The number of blows required to drive the samplers the final 12 inches, or as otherwise indicated, into the soil is shown adjacent to the sample symbols on the boring logs. Disturbed samples were collected from the samplers for subsequent classification and index testing. The average efficiency of the automatic SPT hammer used by Western States Soil Conservation, Inc. was 88 percent. The calibration testing results are presented at the end of this appendix. Sampling methods and intervals are shown on the exploration logs.

### SOIL CLASSIFICATION

The soil samples were classified in the field in accordance with the "Exploration Legend" and "Soil Classification System," which are presented in this appendix. The exploration logs indicate the depths at which the soil characteristics change, although the change could be gradual. If the change occurred between sample locations, the depth was interpreted. Classifications are shown on the exploration logs.

**EXPLORATION LEGEND**

| <b>SAMPLER TYPE</b> | <b>DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                   |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SPT                 | Sample collected from the indicated depth in general accordance with ASTM D1586, <i>Standard Test Method Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils</i> , using an SPT sampler and 140-pound hammer                                                                                                                                                                              |                                                                                                                                                                                   |
| SH                  | Sample collected from the indicated depth in general accordance with ASTM D1587, <i>Standard Practice for Thin-Walled Tube Sampling of Fine-Grained Soils for Geotechnical Purposes</i> , using a thin-walled Shelby tube, or in general accordance with ASTM D6519, <i>Standard Practice for Sampling of Soil Using the Hydraulically Operated Stationary Piston Sampler</i> , using a thin-walled tube |                                                                                                                                                                                   |
| D&M                 | Sample collected from the indicated depth in general accordance with ASTM D3550, <i>Standard Practice for Thick Wall, Ring-Lined, Split Barrel, Drive Sampling of Soils</i> , using a Dames & Moore sampler and 140-pound hammer or pushed                                                                                                                                                               |                                                                                                                                                                                   |
| CSS                 | Sample collected from the indicated depth in general accordance with ASTM D3550, <i>Standard Practice for Thick Wall, Ring-Lined, Split Barrel, Drive Sampling of Soils</i> , using a 3-inch-outside diameter California split-spoon sampler and 140-pound hammer                                                                                                                                        |                                                                                                                                                                                   |
| DP                  | Sample collected from the indicated depth in general accordance with ASTM D6282, <i>Standard Guide for Direct Push Soil Sampling for Environmental Site Characterizations</i> , using a direct-push soil sampler                                                                                                                                                                                         |                                                                                                                                                                                   |
| GRAB                | Grab sample collected from the indicated depth                                                                                                                                                                                                                                                                                                                                                           |  <p>Observed contact at the indicated depth</p> <p>Inferred contact at the indicated depth</p> |
| CORE                | Pavement or rock core interval at the indicated depth                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                   |

**GEOTECHNICAL ABBREVIATIONS**

|     |                               |      |                                        |
|-----|-------------------------------|------|----------------------------------------|
| ATT | Atterberg limits              | PP   | Pocket penetrometer                    |
| CBR | California bearing ratio      | P200 | Percent passing No. 200 sieve          |
| CON | Consolidation test            | RES  | Resilient modulus                      |
| DD  | Dry density                   | SIEV | Sieve analysis                         |
| DS  | Direct shear                  | TS   | Torvane shear                          |
| HYD | Hydrometer                    | tsf  | Tons per square foot                   |
| MC  | Moisture content              | UC   | Unconfined compressive strength        |
| MD  | Moisture-density relationship | UU   | Unconsolidated undrained triaxial test |
| NP  | Non-plastic                   | VS   | Vane shear                             |
| OC  | Organic content               | WD   | Wet density                            |

**ENVIRONMENTAL ABBREVIATIONS**

|     |                                             |    |                |
|-----|---------------------------------------------|----|----------------|
| CA  | Sample submitted for chemical analysis      | ND | Not detected   |
| PID | Photoionization detector headspace analysis | NS | No sheen       |
| ppm | Parts per million                           | SS | Slight sheen   |
|     |                                             | MS | Moderate sheen |
|     |                                             | HS | Heavy sheen    |



# Exhibit B

## SOIL CLASSIFICATION SYSTEM

Item #9.

### PARTICLE-SIZE CLASSIFICATION

| COMPONENT             | ASTM / USCS          |                            | AASHTO               |                          |
|-----------------------|----------------------|----------------------------|----------------------|--------------------------|
|                       | Size Range           | Sieve Size Range           | Size Range           | Sieve Size Range         |
| Boulders              | Greater than 300 mm  | Greater than 12 inches     | --                   | --                       |
| Cobbles               | 75 mm to 300 mm      | 3 inches to 12 inches      | Greater than 75 mm   | Greater than 3 inches    |
| Gravel                | 75 mm to 4.75 mm     | 3 inches to No. 4 sieve    | 75 mm to 2.00 mm     | 3 inches to No. 10 sieve |
| Coarse                | 75 mm to 19.0 mm     | 3 inches to 3/4-inch sieve | --                   | --                       |
| Fine                  | 19.0 mm to 4.75 mm   | 3/4-inch to No. 4 sieve    | --                   | --                       |
| Sand                  | 4.75 mm to 0.075 mm  | No. 4 to No. 200 sieve     | 2.00 mm to 0.075 mm  | No. 10 to No. 200 sieve  |
| Coarse                | 4.75 mm to 2.00 mm   | No. 4 to No. 10 sieve      | 2.00 mm to 0.425 mm  | No. 10 to No. 40 sieve   |
| Medium                | 2.00 mm to 0.425 mm  | No. 10 to No. 40 sieve     | --                   | --                       |
| Fine                  | 0.425 mm to 0.075 mm | No. 40 to No. 200 sieve    | 0.425 mm to 0.075 mm | No. 40 to No. 200 sieve  |
| Fines (Silt and Clay) | Less than 0.075 mm   | Passing No. 200 sieve      | Less than 0.075 mm   | Passing No. 200 sieve    |

### CONSISTENCY FOR FINE-GRAINED SOIL

| CONSISTENCY  | SPT N-VALUE<br>(blows per foot) | D&M N-VALUE<br>(blows per foot) | POCKET PENETROMETER<br>(unconfined compressive<br>strength [tsf]) |
|--------------|---------------------------------|---------------------------------|-------------------------------------------------------------------|
| Very soft    | 0 to 2                          | 0 to 3                          | Less than 0.25                                                    |
| Soft         | 2 to 4                          | 3 to 6                          | 0.25 to 0.5                                                       |
| Medium stiff | 4 to 8                          | 6 to 12                         | 0.5 to 1.0                                                        |
| Stiff        | 8 to 15                         | 12 to 25                        | 1.0 to 2.0                                                        |
| Very stiff   | 15 to 30                        | 25 to 65                        | 2.0 to 4.0                                                        |
| Hard         | Greater than 30                 | Greater than 30                 | Greater than 4.0                                                  |

### RELATIVE DENSITY FOR COARSE-GRAINED SOIL

| RELATIVE DENSITY | SPT N-VALUE<br>(blows per foot) | D&M N-VALUE<br>(blows per foot) |
|------------------|---------------------------------|---------------------------------|
| Very loose       | 0 to 4                          | 0 to 11                         |
| Loose            | 4 to 10                         | 11 to 26                        |
| Medium dense     | 10 to 30                        | 26 to 74                        |
| Dense            | 30 to 50                        | 74 to 120                       |
| Very dense       | Greater than 50                 | Greater than 120                |

### MOISTURE DESIGNATIONS

| TERM  | FIELD IDENTIFICATION                                                                             |
|-------|--------------------------------------------------------------------------------------------------|
| Dry   | Very low moisture, dry to touch                                                                  |
| Moist | Damp, color appears darkened, without visible moisture, cohesive soil will clump, sand will bulk |
| Wet   | Visible free water, usually saturated                                                            |

### ADDITIONAL CONSTITUENTS

| PERCENT | SILT AND CLAY IN  |                     | PERCENT | SAND AND GRAVEL IN |                     | PERCENT | SECONDARY MATERIAL           |
|---------|-------------------|---------------------|---------|--------------------|---------------------|---------|------------------------------|
|         | Fine-Grained Soil | Coarse-Grained Soil |         | Fine-Grained Soil  | Coarse-Grained Soil |         | Organics and Man-Made Debris |
| < 5     | trace             | trace               | < 5     | trace              | trace               | < 4     | trace                        |
| 5 - 12  | minor             | with                | 5 - 15  | minor              | minor               | 4 - 12  | some                         |
| > 12    | some              | silty/clayey        | 15 - 30 | with               | with                |         |                              |
|         |                   |                     | > 30    | sandy/gravelly     | with                |         |                              |

# Exhibit B

Item #9.



**Boring Number: B-1**

Page 1 of 2

**PROJECT NAME** City of St. Helens Public Safety Building

**CLIENT** Otak

**PROJECT NUMBER** Otak-3-01-1

**PROJECT CITY, STATE** St. Helens, Oregon

**DRILLING CONTRACTOR** Western States Soil Conservation, Inc.

**DATE STARTED** 07/16/2025

**DRILLING METHOD** Mud Rotary

**TIME STARTED** 8:40 AM

**EQUIPMENT** CME-75, Rig 5

**DATE COMPLETED** 07/16/2025

**BORING DIAMETER** 3.875 inches

**TIME COMPLETED** 11:00 AM

**HAMMER EFFICIENCY** 88%

**LOGGED BY** S. Chandra

| DEPTH (ft) | USCS  | GRAPHIC LOG | MATERIAL DESCRIPTION AND NOTES                                                                                                                                                                                                                           | SAMPLE TYPE | RECOVERY (in) | SAMPLE ID | BLOW COUNTS | MOISTURE CONTENT (%) |                                                                                                                                                                        |
|------------|-------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------|-----------|-------------|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            |       |             |                                                                                                                                                                                                                                                          |             |               |           |             |                      | <div> <div>□ Percent Fines</div> <div>▲ Raw N-Value Blows</div> <div> <div>+ Plastic Limit</div> <div>✕ Liquid Limit</div> <div>● Moisture Content</div> </div> </div> |
|            |       |             | Asphalt Concrete (4 inches). 0.3<br>Aggregate Base (2 inches). 0.5<br>Loose, dark brown-gray silty GRAVEL with sand, moist, gravel is fine to coarse and subrounded (possible UST backfill) - <b>FILL</b> .<br><br>Lost 50 gallons of mud at 4 feet. 5.0 | SPT         | 6             | B1.1      | 7-4-3 (7)   | 25                   | <div> <div>□ 17</div> <div>● 17</div> <div>▲ 17</div> </div>                                                                                                           |
| 5          |       |             | Very dense, dark brown-gray GRAVEL with silt and sand, moist.                                                                                                                                                                                            | SPT         | 5             | B1.2      | 50/5"       | 26                   | <div> <div>□ 10</div> <div>● 10</div> </div>                                                                                                                           |
|            |       |             |                                                                                                                                                                                                                                                          | SPT         | 1             | B1.3      | 50/1"       |                      |                                                                                                                                                                        |
| 10         | GP-GM |             |                                                                                                                                                                                                                                                          | SPT         | 0             | B1.4      | 50/1"       |                      |                                                                                                                                                                        |

## Water Levels



Not observed



-

Item #9.



**LOGGED BY** S. Chandra

## BoreDM Template: Boring Template





# Exhibit B

Item #9.



**Boring Number: B-Z**

Page 1 of 1

|                                                                          |                                                      |
|--------------------------------------------------------------------------|------------------------------------------------------|
| <b>PROJECT NAME</b> <u>City of St. Helens Public Safety Building</u>     | <b>CLIENT</b> <u>Otak</u>                            |
| <b>PROJECT NUMBER</b> <u>Otak-3-01-1</u>                                 | <b>PROJECT CITY, STATE</b> <u>St. Helens, Oregon</u> |
| <b>DRILLING CONTRACTOR</b> <u>Western States Soil Conservation, Inc.</u> | <b>DATE STARTED</b> <u>07/16/2025</u>                |
| <b>DRILLING METHOD</b> <u>Mud Rotary</u>                                 | <b>TIME STARTED</b> <u>11:05 AM</u>                  |
| <b>EQUIPMENT</b> <u>CME-75, Rig 5</u>                                    | <b>DATE COMPLETED</b> <u>07/16/2025</u>              |
| <b>BORING DIAMETER</b> <u>3.875 inches</u>                               | <b>TIME COMPLETED</b> <u>12:20 PM</u>                |
| <b>HAMMER EFFICIENCY</b> <u>88%</u>                                      | <b>LOGGED BY</b> <u>S. Chandra</u>                   |

| DEPTH (ft) | USCS  | GRAPHIC LOG | MATERIAL DESCRIPTION AND NOTES                                                                                                                                     | SAMPLE TYPE | RECOVERY (in) | SAMPLE ID | BLOW COUNTS  | MOISTURE CONTENT (%) |                                                                                                                                                                                                                                                                                                                                         |
|------------|-------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------|-----------|--------------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            |       |             |                                                                                                                                                                    |             |               |           |              |                      | <div> <input type="checkbox"/> Percent Fines           <input checked="" type="checkbox"/> Raw N-Value Blows         </div> <div> <input checked="" type="checkbox"/> Plastic Limit           <input checked="" type="checkbox"/> Liquid Limit         </div> <div> <input checked="" type="checkbox"/> Moisture Content         </div> |
|            |       |             | Asphalt Concrete (2 inches). 0.2<br>Aggregate Base (2 inches). 0.3<br>Very dense, dark brown-gray GRAVEL with silt and sand, moist.<br>Light oil odor at 2.5 feet. |             |               |           |              |                      |                                                                                                                                                                                                                                                                                                                                         |
|            |       |             |                                                                                                                                                                    | SPT         | 1             | B2.1      | 50/1"        |                      |                                                                                                                                                                                                                                                                                                                                         |
| 5          | GP-GM |             |                                                                                                                                                                    | SPT         | 0             | B2.2      | 50/1"        |                      |                                                                                                                                                                                                                                                                                                                                         |
|            |       |             |                                                                                                                                                                    | CSS         | 0             | B2.3      | 100/1" (100) |                      |                                                                                                                                                                                                                                                                                                                                         |
| 10.1       |       |             | Exploration completed at 10.1 feet.                                                                                                                                | SPT         | 1             | B2.4      | 50/1"        |                      |                                                                                                                                                                                                                                                                                                                                         |

## Water Levels



Not observed



-

Boring Number: **B-3**

Page 1 of 1

**PROJECT NAME** City of St. Helens Public Safety Building**CLIENT** Otak**PROJECT NUMBER** Otak-3-01-1**PROJECT CITY, STATE** St. Helens, Oregon**DRILLING CONTRACTOR** Western States Soil Conservation, Inc.**DATE STARTED** 07/16/2025**DRILLING METHOD** Mud Rotary**TIME STARTED** 12:30 PM**EQUIPMENT** CME-75, Rig 5**DATE COMPLETED** 07/16/2025**BORING DIAMETER** 3.875 inches**TIME COMPLETED** 1:00 PM**HAMMER EFFICIENCY** 88%**LOGGED BY** S. Chandra

| DEPTH (ft) | USCS  | GRAPHIC LOG | MATERIAL DESCRIPTION AND NOTES                                                                         | SAMPLE TYPE | RECOVERY (in) | SAMPLE ID | BLOW COUNTS  | MOISTURE CONTENT (%) | <input type="checkbox"/> Percent Fines <input checked="" type="checkbox"/> Raw N-Value Blows |
|------------|-------|-------------|--------------------------------------------------------------------------------------------------------|-------------|---------------|-----------|--------------|----------------------|----------------------------------------------------------------------------------------------|
|            |       |             |                                                                                                        |             |               |           |              |                      | + Plastic Limit      ✕ Liquid Limit<br>● Moisture Content                                    |
|            |       |             | Asphalt Concrete (2 inches). 0.2                                                                       |             |               |           |              |                      |                                                                                              |
|            |       |             | Very dense, dark brown-gray GRAVEL with silt and sand, moist, gravel is fine to coarse and subangular. |             |               |           |              |                      |                                                                                              |
|            | GP-GM |             |                                                                                                        | CSS         | 0             | B3.1      | 100/5" (100) |                      |                                                                                              |
| 5          |       |             | 5.1                                                                                                    | SPT         | 1             | B3.2      | 50/1"        |                      |                                                                                              |

Exploration completed at 5.1 feet.

**Water Levels**

Not observed



-

# Exhibit B

Item #9.



**Boring Number: B-4**

Page 1 of 1

|                                                                          |                                                      |
|--------------------------------------------------------------------------|------------------------------------------------------|
| <b>PROJECT NAME</b> <u>City of St. Helens Public Safety Building</u>     | <b>CLIENT</b> <u>Otak</u>                            |
| <b>PROJECT NUMBER</b> <u>Otak-3-01-1</u>                                 | <b>PROJECT CITY, STATE</b> <u>St. Helens, Oregon</u> |
| <b>DRILLING CONTRACTOR</b> <u>Western States Soil Conservation, Inc.</u> | <b>DATE STARTED</b> <u>07/16/2025</u>                |
| <b>DRILLING METHOD</b> <u>Mud Rotary</u>                                 | <b>TIME STARTED</b> <u>1:05 PM</u>                   |
| <b>EQUIPMENT</b> <u>CME-75, Rig 5</u>                                    | <b>DATE COMPLETED</b> <u>07/16/2025</u>              |
| <b>BORING DIAMETER</b> <u>3.875 inches</u>                               | <b>TIME COMPLETED</b> <u>1:45 PM</u>                 |
| <b>HAMMER EFFICIENCY</b> <u>88%</u>                                      | <b>LOGGED BY</b> <u>S. Chandra</u>                   |

| DEPTH (ft) | USCS  | GRAPHIC LOG | MATERIAL DESCRIPTION AND NOTES                                                                                                                                               | SAMPLE TYPE | RECOVERY (in) | SAMPLE ID | BLOW COUNTS  | MOISTURE CONTENT (%) | <div> <input type="checkbox"/> Percent Fines           <input checked="" type="checkbox"/> Raw N-Value Blows         </div> <div> <input checked="" type="checkbox"/> Plastic Limit           <input checked="" type="checkbox"/> Liquid Limit           <input checked="" type="checkbox"/> Moisture Content         </div> |
|------------|-------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------|-----------|--------------|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            |       |             | Asphalt Concrete (4 inches). 0.3<br>Aggregate Base (2 inches). 0.5<br>Very dense, dark brown-gray GRAVEL with silt and sand, moist, gravel is fine to coarse and subangular. |             |               |           |              |                      |                                                                                                                                                                                                                                                                                                                              |
|            | GP-GM |             |                                                                                                                                                                              | CSS         | 0             | B4.1      | 100/1" (100) |                      |                                                                                                                                                                                                                                                                                                                              |
| 5          |       |             | 5.1                                                                                                                                                                          | SPT         | 1             | B4.2      | 50/1"        |                      |                                                                                                                                                                                                                                                                                                                              |

Exploration completed at 5.1 feet.

## Water Levels



Not observed



-



# Exhibit B

Item #9.



**Boring Number: B-5**

Page 1 of 1

|                                                                          |                                                      |
|--------------------------------------------------------------------------|------------------------------------------------------|
| <b>PROJECT NAME</b> <u>City of St. Helens Public Safety Building</u>     | <b>CLIENT</b> <u>Otak</u>                            |
| <b>PROJECT NUMBER</b> <u>Otak-3-01-1</u>                                 | <b>PROJECT CITY, STATE</b> <u>St. Helens, Oregon</u> |
| <b>DRILLING CONTRACTOR</b> <u>Western States Soil Conservation, Inc.</u> | <b>DATE STARTED</b> <u>07/17/2025</u>                |
| <b>DRILLING METHOD</b> <u>Mud Rotary</u>                                 | <b>TIME STARTED</b> <u>2:00 PM</u>                   |
| <b>EQUIPMENT</b> <u>CME-75, Rig 5</u>                                    | <b>DATE COMPLETED</b> <u>07/17/2025</u>              |
| <b>BORING DIAMETER</b> <u>3.875 inches</u>                               | <b>TIME COMPLETED</b> <u>2:55 PM</u>                 |
| <b>HAMMER EFFICIENCY</b> <u>88%</u>                                      | <b>LOGGED BY</b> <u>S. Chandra</u>                   |

| DEPTH (ft) | USCS  | GRAPHIC LOG | MATERIAL DESCRIPTION AND NOTES                                                                                                                                               | SAMPLE TYPE | RECOVERY (in) | SAMPLE ID | BLOW COUNTS  | MOISTURE CONTENT (%) | <div> <div>▲ Raw N-Value Blows</div> <div>□ Percent Fines</div> <div> <div>+ Plastic Limit</div> <div>✕ Liquid Limit</div> <div>● Moisture Content</div> </div> </div> |
|------------|-------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------|-----------|--------------|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5          | GP-GM |             | Asphalt Concrete (3 inches). 0.3<br>Aggregate Base (2 inches). 0.4<br>Very dense, dark brown-gray GRAVEL with silt and sand, moist, gravel is fine to coarse and subangular. | CSS         | 0             | B5.1      | 100/1" (100) | 21                   |                                                                                                                                                                        |
| 5.1        |       |             | Exploration completed at 5.1 feet.                                                                                                                                           | SPT         | 1             | B5.2      | 50/1"        | 25                   |                                                                                                                                                                        |

**Water Levels**



Not observed



-

# Exhibit B

Item #9.

Shannon & Wilson  
SPT Analyzer Results

PDA-S Ver. 2022.35.2 - Printed: 1/13/2025

## Summary of SPT Test Results

Project: rig 5, Test Date: 12/30/2024

FMX: Maximum Force

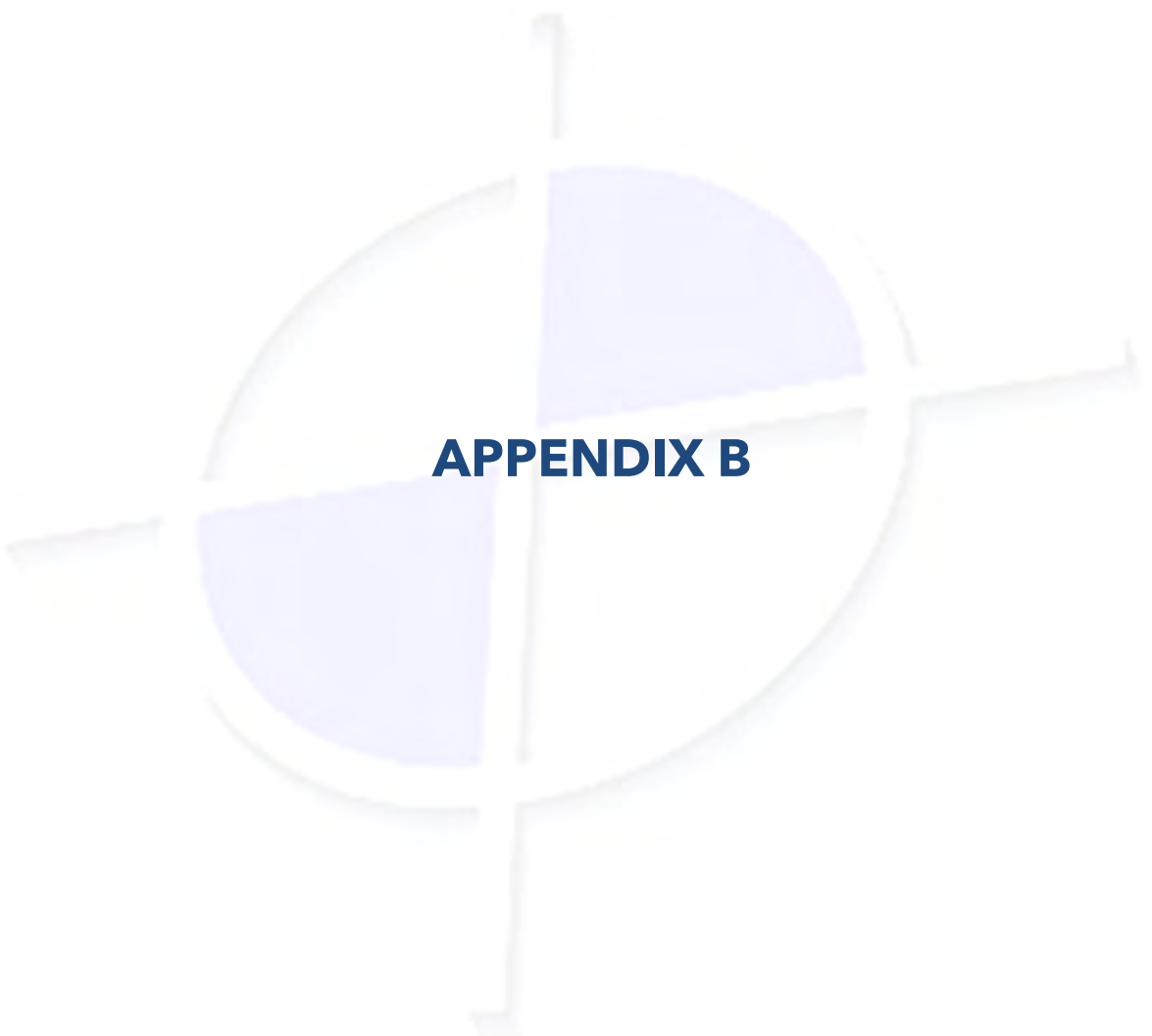
VMX: Maximum Velocity

BPM: Blows/Minute

EFV: Maximum Energy

ETR: Energy Transfer Ratio - Rated

| Instr.<br>Length<br>ft  | Blows<br>Applied<br>/6" | N<br>Value | N60<br>Value | Average<br>FMX<br>kips | Average<br>VMX<br>ft/s | Average<br>BPM<br>bpm | Average<br>EFV<br>ft-lb | Average<br>ETR<br>% |
|-------------------------|-------------------------|------------|--------------|------------------------|------------------------|-----------------------|-------------------------|---------------------|
| 62.50                   | 9-10-12                 | 22         | 32           | 52                     | 17.2                   | 46.5                  | 321                     | 91.8                |
| 64.50                   | 2-6-9                   | 15         | 22           | 47                     | 17.0                   | 35.7                  | 303                     | 86.5                |
| 67.50                   | 10-12-14                | 26         | 38           | 51                     | 16.2                   | 48.7                  | 318                     | 91.0                |
| 69.50                   | 9-13-21                 | 34         | 49           | 53                     | 16.9                   | 57.1                  | 287                     | 82.0                |
| 72.50                   | 5-10-18                 | 28         | 41           | 51                     | 17.9                   | 57.5                  | 316                     | 90.4                |
| Overall Average Values: |                         |            |              | 51                     | 17.0                   | 51.0                  | 308                     | 88.0                |
| Standard Deviation:     |                         |            |              | 2                      | 0.8                    | 7.3                   | 17                      | 4.8                 |
| Overall Maximum Value:  |                         |            |              | 58                     | 19.2                   | 57.8                  | 342                     | 97.6                |
| Overall Minimum Value:  |                         |            |              | 44                     | 15.6                   | 35.6                  | 268                     | 76.5                |



## APPENDIX B



## APPENDIX B LABORATORY TESTING

### GENERAL

Laboratory testing was conducted on select soil samples to confirm field classifications and determine the index engineering properties and strength characteristics. The laboratory classifications are shown on the exploration logs if those classifications differed from the field classifications. The locations of the tested samples are shown on the exploration logs. Descriptions of the tests are presented below and the test results are presented in this appendix.

### PARTICLE-SIZE

Particle-size analyses were completed on select soil samples in general accordance with ASTM D1140 (P200). This test is a quantitative determination of the percent passing the U.S. Standard No. 200 sieve expressed as a percentage of the dry weight of the soil.

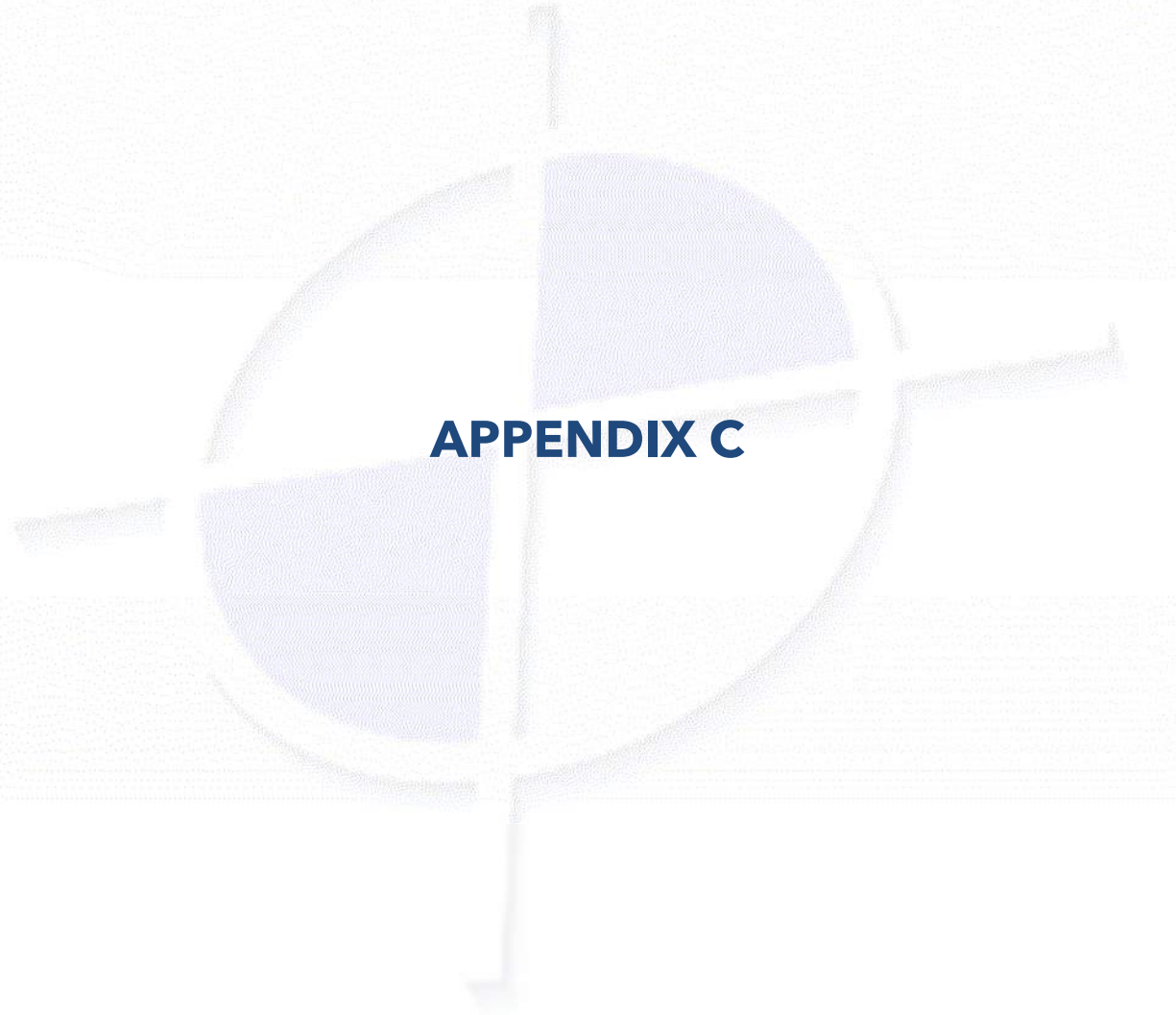
### MOISTURE CONTENT

The natural moisture content of select soil samples was determined in general accordance with ASTM D2216. The natural moisture content is a ratio of the weight of the water to dry soil in a test sample and is expressed as a percentage.

|                                                                                                              |                                                                               |                                   |                                 |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------|---------------------------------|
| <b>PROJECT</b><br>City of St. Helens Public Safety Building<br>1771 Columbia Boulevard<br>St. Helens, Oregon | <b>CLIENT</b><br>Otak<br>808 SW Third Avenue, Suite 800<br>Portland, OR 97204 | <b>PROJECT NO.</b><br>Otak-3-01-1 |                                 |
|                                                                                                              |                                                                               | <b>ISSUE DATE</b><br>07/23/25     | <b>PAGE</b><br>1 of 1           |
|                                                                                                              |                                                                               | <b>DATE SAMPLED</b><br>07/16/25   | <b>SAMPLED BY</b><br>S. Chandra |

[illegible]

James Conner



## APPENDIX C



## APPENDIX C SEISMIC SURVEY

### INTRODUCTION

This appendix summarizes the results of our seismic survey for the proposed City of St. Helens Public Safety Building in Saint Helens, Oregon. The objective of the survey was to determine the shear wave velocity profile of approximately 100 feet of the subsurface soil. Fieldwork for the survey was completed on August 8, 2025.

Detailed discussion of the surface and subsurface conditions at the site is presented in the main report.

### SCOPE OF SERVICES

Our scope of services included the following:

- Completed one ReMi array consisting of 12 geophones in a linear arrangement.
- Generated additional seismic noise as needed via hammer strikes or other active sources.
- Acquired sixty 30-second-long data records.
- Pre-processed and analyzed the data to extract a dispersion curve.
- Inverted the dispersion curve and iteratively adjusted the interpreted shear wave velocity profile to align theoretical and modeled dispersion curves.
- Prepared this appendix that includes an estimate of the  $V_{s100}$  and a corresponding seismic site class in accordance with the 2021 IBC and ASCE 7-16.

### METHODOLOGY

The seismic survey technique known as ReMi was used to estimate the  $V_{s100}$  for a linear array of geophones deployed at the site. ReMi is a non-invasive surface wave method used to estimate subsurface shear wave velocity profiles using ambient seismic noise to capture surface wave velocities through a linear array of geophones. The technique was developed in 2001 by Dr. John Louie as a method to accurately and efficiently capture the one-dimensional  $V_{s100}$  in a code-compliant manner (Louie 2001). The technique is well suited for areas with pronounced background noise such as urban settings or high traffic areas. In areas lacking passive noise, active sources such as sledgehammer strikes or pedestrian foot traffic can be used to enhance the seismic signal.

Given the topography and locations of various features at the site (e.g., fences, structures, etc.), we were able to deploy an approximately 190-foot-long array. The array was set generally parallel to the South 17<sup>th</sup> Street, between Cowlitz Street and Columbia Boulevard. The linear array consisted of 12 HG-6, 4.5-hertz geophones, with an approximate center-to-center geophone spacing of 17.2 feet. Approximate GPS coordinates for the first and last geophones are provided in Table C-1, and the approximate array location is shown on Figure 2 and Figure C-1.

**Table C-1. ReMi Array Coordinates**

| Array | Orientation | Approximate GPS Coordinates |                        |
|-------|-------------|-----------------------------|------------------------|
|       |             | Geophone 1                  | Geophone 12            |
| A-1   | North-South | 45.85852<br>-122.81460      | 45.85903<br>-122.81481 |

Each geophone was mounted on a tripod base and set on a generally level pavement surface. Small sandbags were placed on top of each geophone to increase stability and coupling to the ground. The surface wave data were acquired using a ReMiDAQ 4-12 channel seismograph for approximately 53 minutes. Noise sources included 10-pound sledgehammer blows to a plastic strike plate on both ends and at the midpoint of the array, along with ambient noise generated by traffic on nearby roads.

Pre- and post-processing was completed using Terēan's proprietary VsSurf ReMi 1dS software, which indicated that the data collected along the array were sufficient in quality to characterize shear wave velocity to a minimum depth of 100 feet BGS. A minimum of 10 individual records were "stacked" and inverted to facilitate dispersion curve selection along the lowest velocity envelope. The dispersion curve was then imported into the VsSurf ReMi 1dS Disper module, which was used to perform forward modeling of the interpreted shear wave velocity profile. The shear wave velocity profile was adjusted based on our understanding of the site geology and subsurface conditions until the theoretical dispersion curve fit the selected dispersion points within an acceptable margin.

## RESULTS

Table C-2 summarizes the interpreted one-dimensional  $V_{s100}$  for the array. The interpreted value should be thought of as an average representation along the length of the array. Figure C-2 shows the interpreted shear wave velocity profile from the ground surface to a depth of 100 feet BGS. Note that the velocity structure shown in Table C-2 and on Figure C-2 represents a non-unique interpretation of the geophysical data and other interpretations are possible; however, the resulting  $V_{s100}$  value is generally considered to be reliable for the purpose of seismic design in accordance with the 2021 IBC and ASCE 7-16.

**Table C-2. Average Shear Wave Velocity in the Upper 100 Feet<sup>1</sup>**

| Array | Depth<br>(feet BGS) | Shear Wave<br>Velocity <sup>1</sup><br>(fps) | $V_{s100}$<br>(fps) | 2021 IBC/<br>ASCE 7-16<br>Site Class |
|-------|---------------------|----------------------------------------------|---------------------|--------------------------------------|
| A-1   | 0 to 6              | 973                                          | 3,925               | B                                    |
|       | 6 to 43             | 5,494                                        |                     |                                      |
|       | 43 to 100           | 4,474                                        |                     |                                      |

1. Depth and shear wave velocity rounded to nearest whole number for the purposes of reporting.

**REFERENCES**

ASCE 2016. *Minimum Design Loads and Associated Criteria for Buildings and Other Structures* and supplements. ASCE Standard ASCE/SEI 7-16.

International Code Council 2021. *2021 International Building Code*.

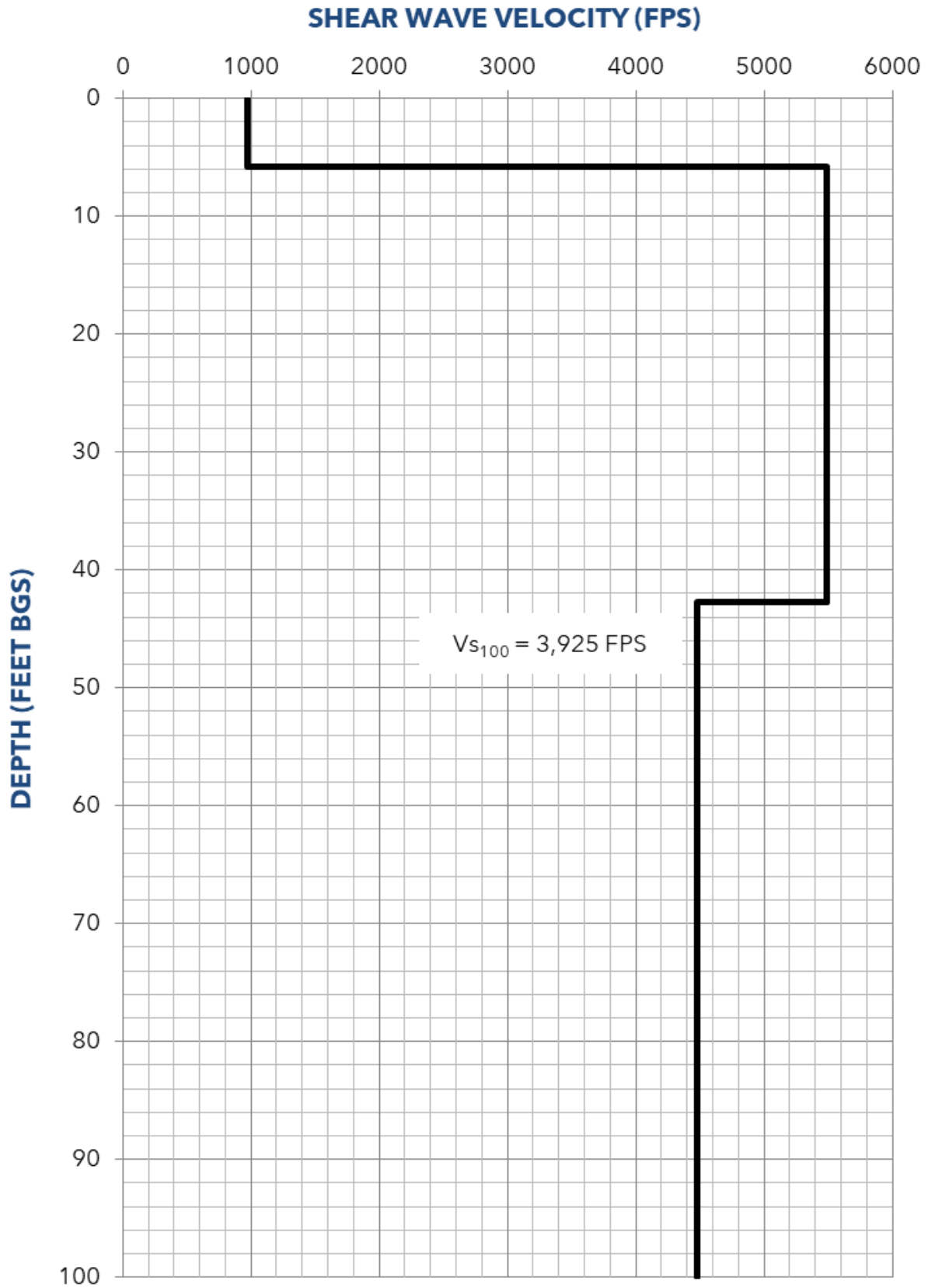
Louie, John N. 2001. "Faster, Better: Shear-Wave Velocity to 100 Meters Depth from Refraction Microtremor Arrays." *Bulletin of the Seismological Society of America*, vol. 91, no. 2, 1 April, pp. 347-364, <https://doi.org/10.1785/0120000098>.

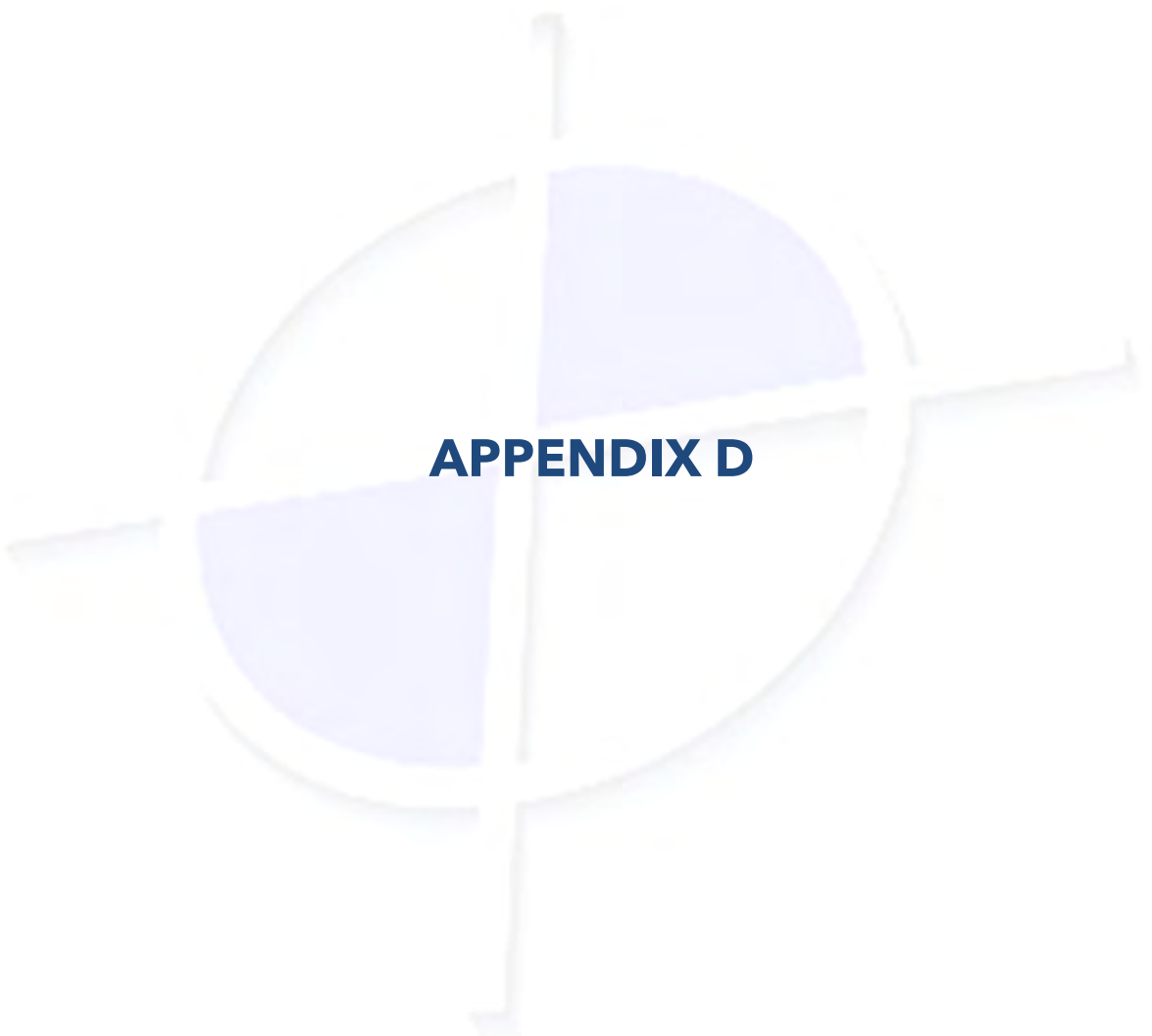
VsSurf ReMi 1dS. Version 2.1.7. Terëan. <https://www.terean.com/applications>.





**REMI ARRAY LOCATION (LOOKING NORTH)**





## APPENDIX D



## APPENDIX D SITE-SPECIFIC SEISMIC HAZARD EVALUATION

### INTRODUCTION

This appendix summarizes the results of a site-specific seismic hazard evaluation for the proposed City of St. Helens Public Safety Building in St. Helens, Oregon. This seismic hazard evaluation was performed in accordance with the requirements of the 2022 SOSSC and ASCE 7-16.

### SITE CONDITIONS

#### REGIONAL GEOLOGY AND SUBSURFACE CONDITIONS

The regional geology and subsurface conditions in the area are presented in the main report.

### SEISMIC SETTING

#### Earthquake Source Zones

Three scenario earthquakes were considered for this study consistent with the local seismic setting. Two of the possible earthquake sources are associated with the CSZ, and the third event is a shallow, local crustal earthquake that could occur in the North American Plate. The three earthquake scenarios are discussed below.

#### Regional Events

The CSZ is the region where the Juan de Fuca Plate is being subducted beneath the North American Plate. This subduction is occurring in the coastal region between Vancouver Island and northern California. Evidence has accumulated suggesting that this subduction zone has generated eight great earthquakes in the last 4,000 years, with the most recent event occurring approximately 300 years ago (Weaver and Shedlock 1991). The fault trace is mapped approximately 50 to 120 km off the Oregon Coast.

Two types of subduction zone earthquakes are possible and considered in this study:

1. An interface event earthquake on the seismogenic part of the interface between the Juan de Fuca Plate and the North American Plate on the CSZ. This source is capable of generating earthquakes with a  $M_w$  of 9.0+.
2. A deep intraplate earthquake on the seismogenic part of the subducting Juan de Fuca Plate. These events typically occur at depths of between 30 and 60 km. This source is capable of generating an event with a  $M_w$  of up to 8.0.

#### Local Events

An earthquake could possibly occur on local crustal faults. Figure D-1 shows the locations of faults with potential Quaternary movement within a 40-km radius of the site. Figure D-2 shows the interpreted locations of recent seismic events (USGS 2025a). Table D-1 provides information on local faults close to the site.

Table D-1. Nearest Mapped Crustal Faults

| Source               | Closest Mapped Distance <sup>1</sup><br>(km) | Mapped Length <sup>1</sup><br>(km) | Slip Rate<br>(mm/yr) |
|----------------------|----------------------------------------------|------------------------------------|----------------------|
| Portland Hills fault | 1.2                                          | 49                                 | <0.2                 |
| East Bank fault      | 25.0                                         | 29                                 | <0.2                 |

**DESIGN EARTHQUAKE**

Based on deaggregation using the USGS Unified Hazard Tool (USGS 2025b) and a fundamental building period of 0.2 second, the hazard at the site is dominated by the CSZ interface event (more than 60 percent). The CSZ intraplate and local crustal event each contribute approximately 20 percent to the hazard, respectively.

**SEISMIC DESIGN PARAMETERS****SEISMIC SITE CLASS**

Based on the shear wave velocity testing presented in Appendix C, the seismic site class at the site in accordance with Table 20.3-1 of ASCE 7-16 is B. Calculations for the seismic site class are provided in Table D-2.

Table D-2. Site Class Determination

| Depth<br>(feet BGS)                                                                               | Interval<br>(feet BGS) | Shear Wave<br>Velocity<br>(fps) | Interval/Shear<br>Wave Velocity<br>(second) |
|---------------------------------------------------------------------------------------------------|------------------------|---------------------------------|---------------------------------------------|
| 0 to 6                                                                                            | 6                      | 973                             | 0.005951                                    |
| 6 to 43                                                                                           | 37                     | 5,494                           | 0.006719                                    |
| 43 to 100                                                                                         | 57                     | 4,474                           | 0.012804                                    |
| Sum                                                                                               | 100                    | NA                              | 0.025474                                    |
| <b>Average Shear Wave<br/>Velocity in the Upper<br/>100 Feet BGS, <math>V_{s100}</math> (fps)</b> | NA                     | 3,925                           | --                                          |
| <b>Site Class per ASCE 7-16</b>                                                                   | NA                     | B                               | --                                          |

Based on the subsurface conditions encountered at the site, it is our opinion that amplification factors prescribed by ASCE 7-16 for a seismic site class of B are appropriate for design and a site-response analysis is not required. The parameters in Table D-3 can be used design of the project.

**Table D-3. Seismic Design Parameters in Accordance with ASCE 7-16**

| Parameter                                      | Short Period<br>( $T_s$ )  | 1-Second Period<br>( $T_1$ ) |
|------------------------------------------------|----------------------------|------------------------------|
| MCE spectral response acceleration, $S$        | $S_s = 0.834 \text{ g}$    | $S_1 = 0.402 \text{ g}$      |
| Site class                                     | B                          |                              |
| Site coefficient, $F$                          | $F_a = 0.9$                | $F_v = 0.8$                  |
| Adjusted spectral response acceleration, $S_M$ | $S_{MS} = 0.751 \text{ g}$ | $S_{M1} = 0.321 \text{ g}$   |
| Design spectral response acceleration, $S_D$   | $S_{DS} = 0.500 \text{ g}$ | $S_{D1} = 0.214 \text{ g}$   |

**LIQUEFACTION**

Liquefaction is caused by a rapid increase in pore water pressure that reduces the effective stress between soil particles. Granular soil, which relies on interparticle friction for strength, undergoes a loss of strength until the excess pore pressures dissipate. In general, loose, saturated sand soil with low silt and clay content is the most susceptible to liquefaction. Silty soil with low plasticity can be susceptible to strain softening under relatively higher levels of ground shaking. Strain-softened soil has volumetric strains much smaller than liquefiable soil due to matrix effects.

Based on the soil and groundwater conditions and the results of geophysical testing at the site, it is our opinion that seismic settlement is not a design consideration for the project.

**LATERAL SPREADING**

Lateral spreading is a liquefaction-related seismic hazard and occurs on gently sloping or flat sites underlain by liquefiable sediment adjacent to an open face, such as a riverbank. Liquefied soil adjacent to an open face can flow toward the open face, resulting in lateral ground displacement. Because liquefaction is not a design consideration, lateral spreading is not a design consideration.

**FAULT SURFACE RUPTURE**

Active faults are not mapped directly beneath the site. Therefore, it is our opinion that the risk of fault rupture at the site is low.

**GROUND MOTION AMPLIFICATION**

Soil capable of significantly amplifying ground motions beyond the levels determined by our site-specific seismic response analysis was not encountered during the subsurface explorations. The main report provides a detailed description of the subsurface conditions encountered. We conclude that the level of amplification determined by our response analysis is appropriate for the project.

**LANDSLIDE**

Earthquake-induced landsliding generally occurs in steeper slopes comprised of relatively weak soil deposits. The site and surrounding area are relatively flat, and landslides are unlikely during postulated seismic scenarios.



**SETTLEMENT**

Settlement due to earthquakes is most prevalent in relatively deep deposits of dry, clean sand. We do not anticipate that significant settlement in addition to liquefaction-induced settlement will occur during design levels of ground shaking.

**SUBSIDENCE/UPLIFT**

Subduction zone earthquakes can cause vertical tectonic movements. The movements reflect coseismic strain release accumulation associated with interplate coupling in the subduction zone. Based on our review of the literature, the locked zone of the CSZ is located in excess of 90 miles from the site. Consequently, we do not anticipate that subsidence or uplift is a significant design concern.

**REFERENCES**

ASCE 2016. *Minimum Design Loads and Associated Criteria for Buildings and Other Structures* and supplements. ASCE Standard ASCE/SEI 7-16.

Oregon Building Codes Division 2022. *2022 Oregon Structural Specialty Code*.

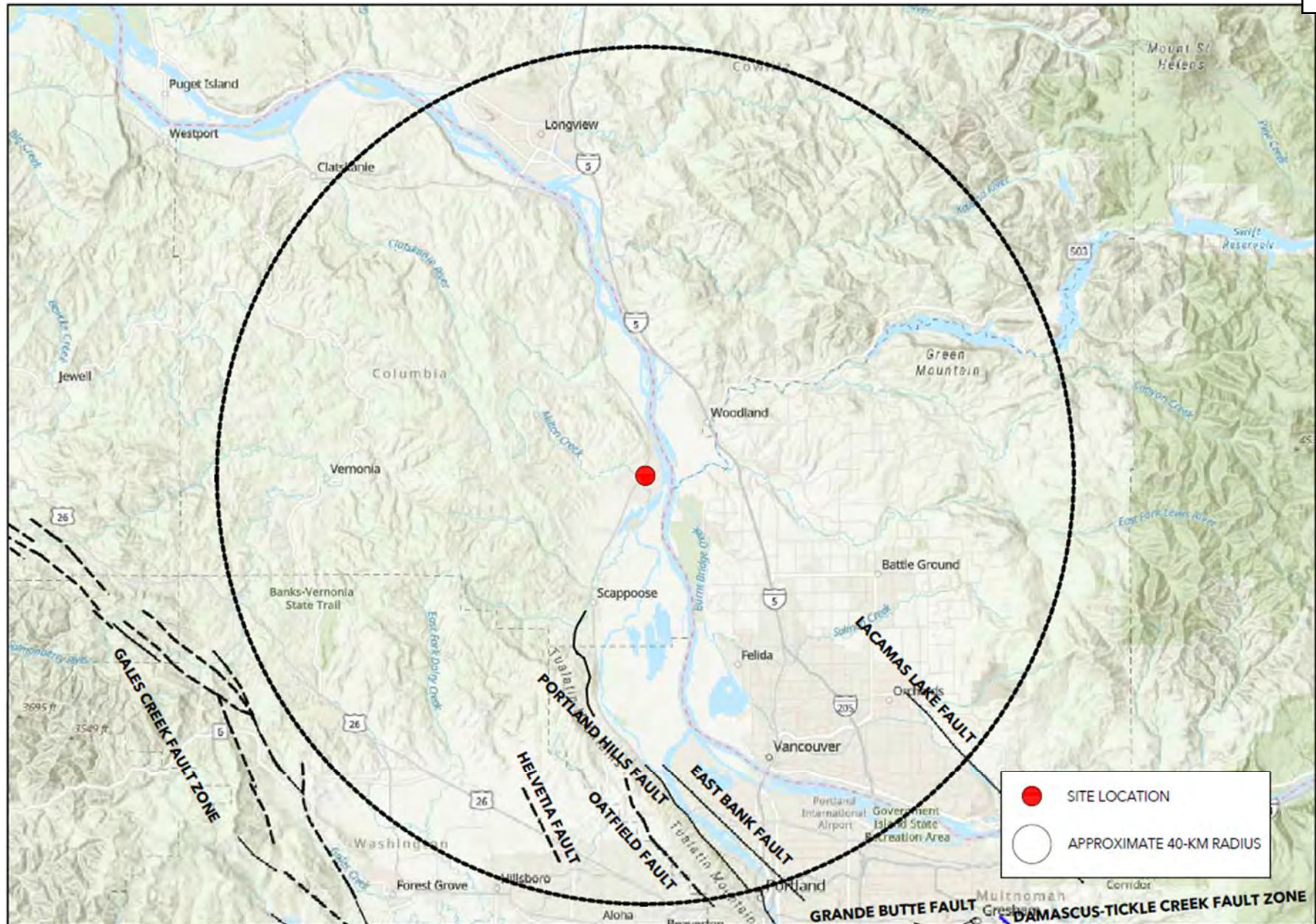
Weaver, C.S., and K.M. Shedlock 1991. Program for earthquake hazards assessment in the Pacific Northwest: U.S. Geological Survey Circular 1067, 29 pgs.

USGS 2025a. Earthquake Hazards Program, Unified Hazard Tool.  
<https://earthquake.usgs.gov/hazards/interactive/>. Accessed August 2025.

USGS 2025b. Quaternary Fault and Fold Database for the United States.  
<https://www.usgs.gov/natural-hazards/earthquake-hazards/faults>. Accessed August 2025.

# Exhibit B

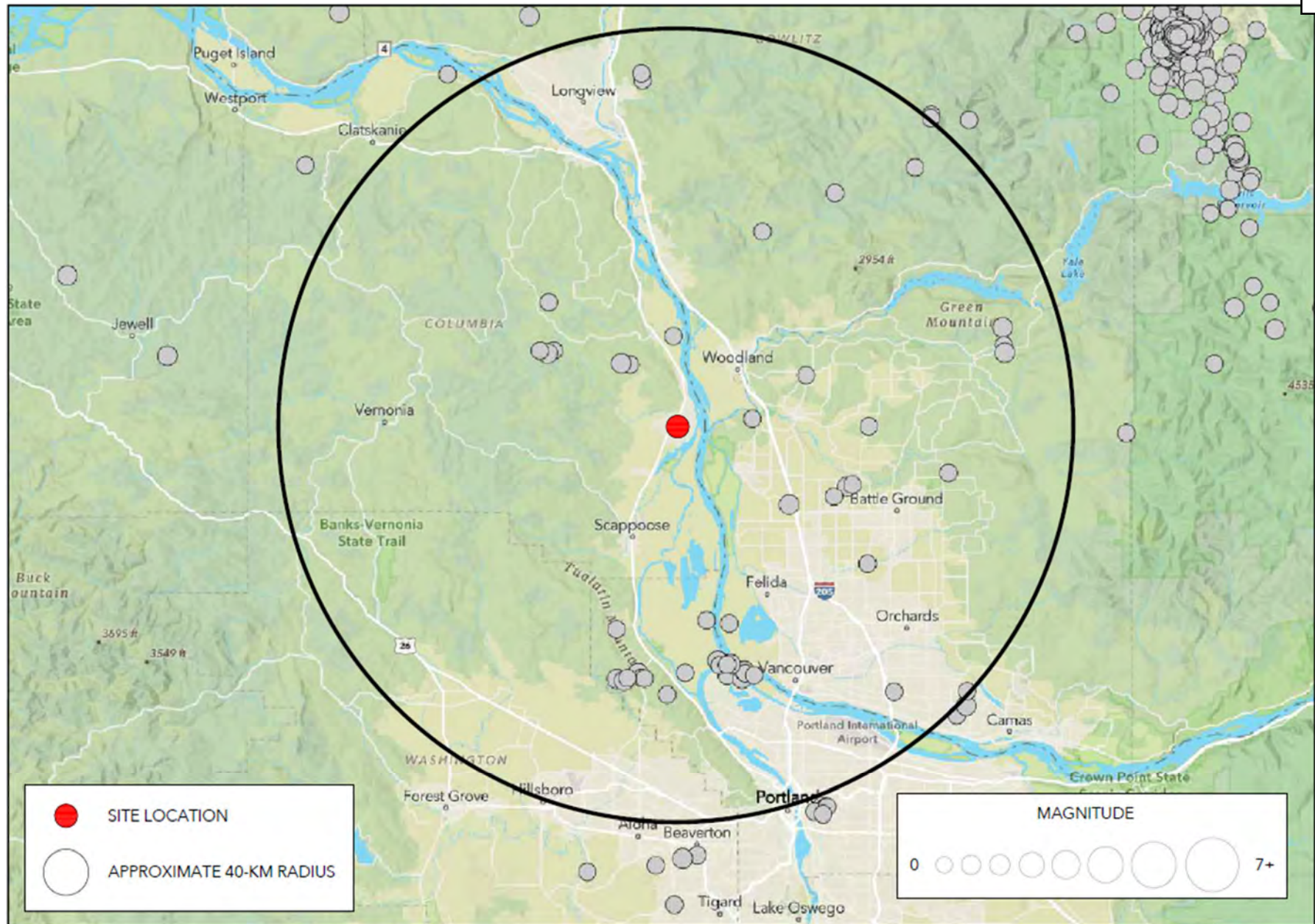
Item #9.





# Exhibit B

Item #9.







## APPENDIX E

## APPENDIX E REPORT LIMITATIONS AND IMPORTANT INFORMATION

### Report Purpose, Use, and Standard of Care

This report has been prepared in accordance with standard fundamental principles and practices of geotechnical engineering and/or environmental consulting, and in a manner consistent with the level of care and skill typical of currently practicing local engineers and consultants. This report has been prepared to meet the specific needs of specific individuals for the indicated site. It may not be adequate for use by other consultants, contractors, or engineers, or if change in project ownership has occurred. It should not be used for any other reason than its stated purpose without prior consultation with Columbia West Engineering, Inc. (Columbia West). It is a unique report and not applicable for any other site or project. If site conditions are altered, or if modifications to the project description or proposed plans are made after the date of this report, it may not be valid. Columbia West cannot accept responsibility for use of this report by other individuals for unauthorized purposes, or if problems occur resulting from changes in site conditions for which Columbia West was not aware or informed.

### Report Conclusions and Preliminary Nature

This geotechnical or environmental report should be considered preliminary and summary in nature. The recommendations contained herein have been established by engineering interpretations of subsurface soils based upon conditions observed during site exploration. The exploration and associated laboratory analysis of collected representative samples identifies soil conditions at specific discreet locations. It is assumed that these conditions are indicative of actual conditions throughout the subject property. However, soil conditions may differ between tested locations at different seasonal times of the year, either by natural causes or human activity. Distinction between soil types may be more abrupt or gradual than indicated on the soil logs. This report is not intended to stand alone without understanding of concomitant instructions, correspondence, communication, or potential supplemental reports that may have been provided to the client.

Because this report is based upon observations obtained at the time of exploration, its adequacy may be compromised with time. This is particularly relevant in the case of natural disasters, earthquakes, floods, or other significant events. Report conclusions or interpretations may also be subject to revision if significant development or other manmade impacts occur within or in proximity to the subject property. Groundwater conditions, if presented in this report, reflect observed conditions at the time of investigation. These conditions may change annually, seasonally or as a result of adjacent development.

### Additional Investigation and Construction Observation

Columbia West should be consulted prior to construction to assess whether additional investigation above and beyond that presented in this report is necessary. Even slight variations in soil or site conditions may produce impacts to the performance of structural facilities if not adequately addressed. This underscores the importance of diligent construction observation and testing to verify soil conditions do not differ materially or significantly from the interpreted conditions utilized for preparation of this report.

Therefore, this report contains several recommendations for field observation and testing by Columbia West personnel during construction activities. Actual subsurface conditions are more readily observed and discerned during the earthwork phase of construction when soils are exposed. Columbia West cannot accept responsibility for deviations from recommendations described in this report or future performance of structural facilities if another consultant is retained during the construction phase or Columbia West is not engaged to provide construction observation to the full extent recommended.

### **Collected Samples**

Uncontaminated samples of soil or rock collected in connection with this report will be retained for thirty days. Retention of such samples beyond thirty days will occur only at client's request and in return for payment of storage charges incurred. All contaminated or environmentally impacted materials or samples are the sole property of the client. Client maintains responsibility for proper disposal.

### **Report Contents**

This geotechnical or environmental report should not be copied or duplicated unless in full, and even then only under prior written consent by Columbia West, as indicated in further detail in the following text section entitled Report Ownership. The recommendations, interpretations, and suggestions presented in this report are only understandable in context of reference to the whole report. Under no circumstances should the soil boring or test pit excavation logs, monitor well logs, or laboratory analytical reports be separated from the remainder of the report. The logs or reports should not be redrawn or summarized by other entities for inclusion in architectural or civil drawings, or other relevant applications.

### **Report Limitations for Contractors**

Geotechnical or environmental reports, unless otherwise specifically noted, are not prepared for the purpose of developing cost estimates or bids by contractors. The extent of exploration or investigation conducted as part of this report is usually less than that necessary for contractor's needs. Contractors should be advised of these report limitations, particularly as they relate to development of cost estimates. Contractors may gain valuable information from this report, but should rely upon their own interpretations as to how subsurface conditions may affect cost, feasibility, accessibility and other components of the project work. If believed necessary or relevant, contractors should conduct additional exploratory investigation to obtain satisfactory data for the purposes of developing adequate cost estimates. Clients or developers cannot insulate themselves from attendant liability by disclaiming accuracy for subsurface ground conditions without advising contractors appropriately and providing the best information possible to limit potential for cost overruns, construction problems, or misunderstandings.

### **Report Ownership**

Columbia West retains the ownership and copyright property rights to this entire report and its contents, which may include, but may not be limited to, figures, text, logs, electronic media, drawings, laboratory reports, and appendices. This report was prepared solely for the client, and other relevant approved users or parties, and its distribution must be contingent upon prior express written consent by Columbia West. Furthermore, client or approved users may not use, lend, sell, copy, or distribute this document without express written consent by Columbia West.

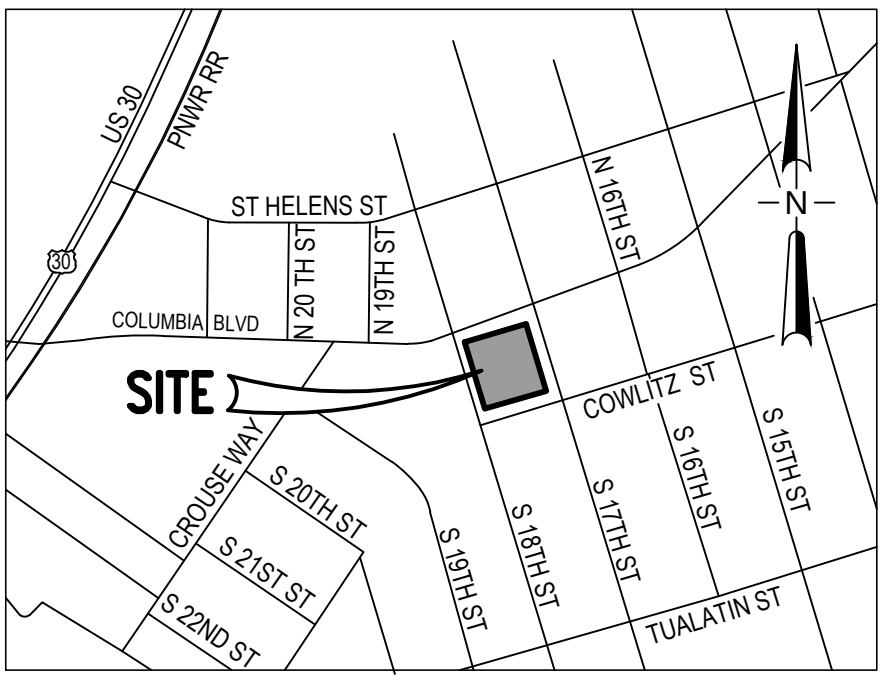
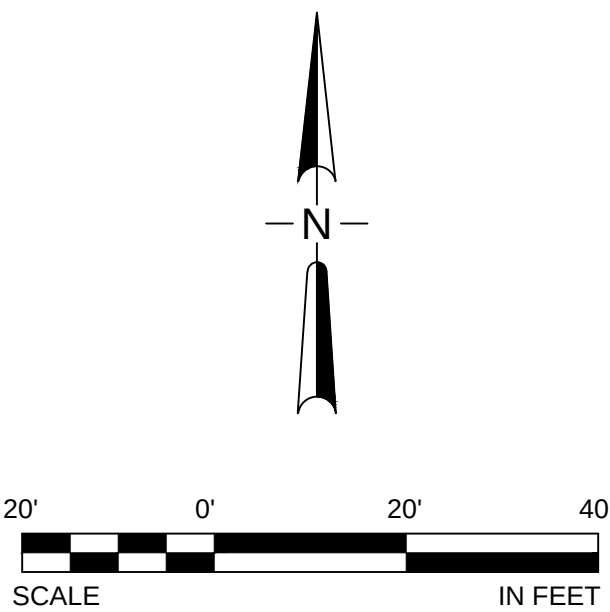
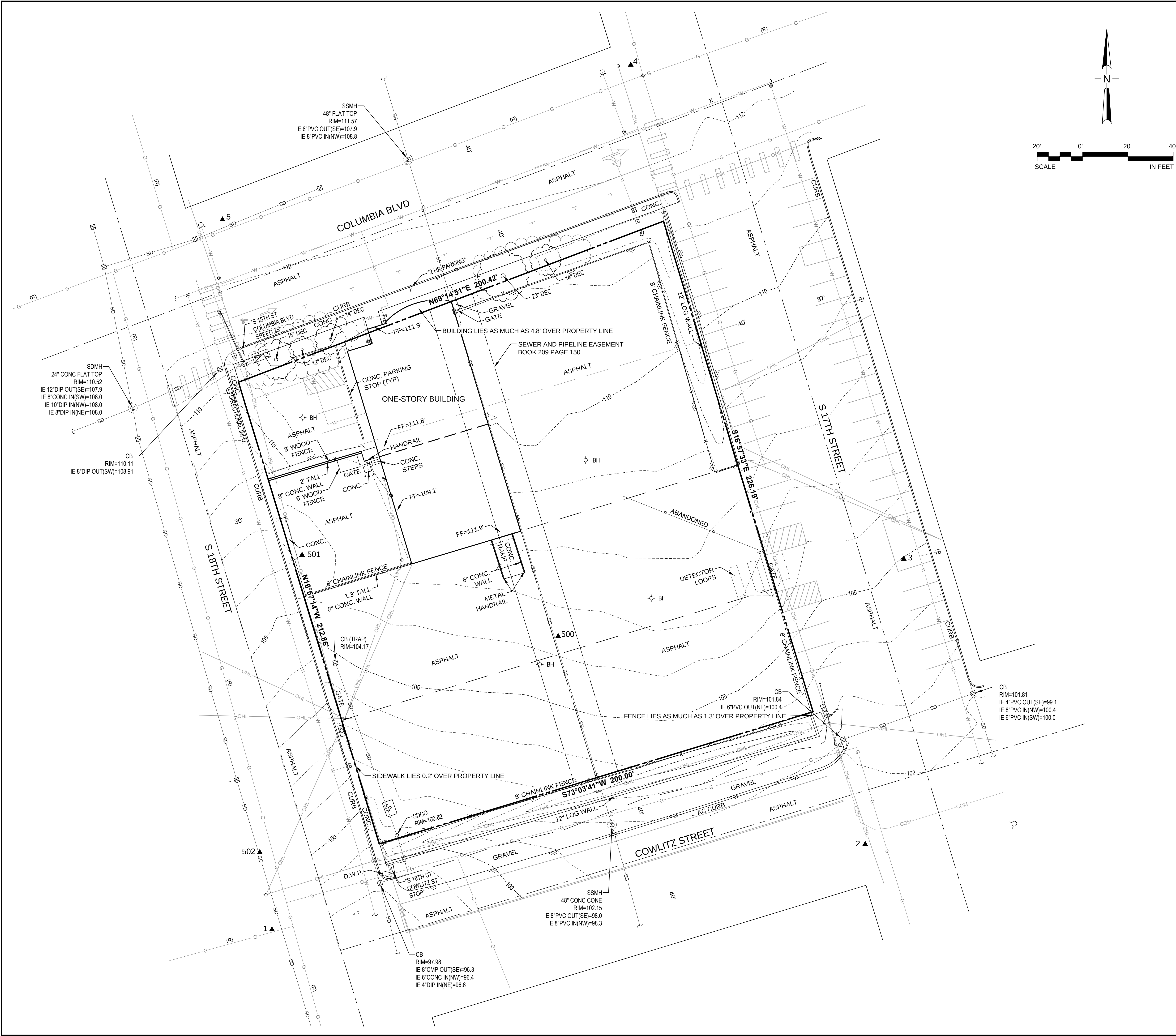


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### Consultant Responsibility

Geotechnical and environmental engineering and consulting is much less exact than other scientific or engineering disciplines, and relies heavily upon experience, judgment, interpretation, and opinion often based upon media (soils) that are variable, anisotropic, and non-homogenous. This often results in unrealistic expectations, unwarranted claims, and uninformed disputes against a geotechnical or environmental consultant. To reduce potential for these problems and assist relevant parties in better understanding of risk, liability, and responsibility, geotechnical and environmental reports often provide definitive statements or clauses defining and outlining consultant responsibility. The client is encouraged to read these statements carefully and request additional information from Columbia West if necessary.





VICINITY MAP  
NOT TO SCALE

NOTES

1. THE PROPERTY ADDRESS IS 1771 COLUMBIA BOULEVARD, ST HELENS, OREGON 97051. THE PROPERTY CONTAINS 43,902 SQUARE FEET (1.008 ACRES).
  2. THE COORDINATES AND BEARINGS SHOWN ARE BASED ON THE OREGON COORDINATE REFERENCE SYSTEM (OCRS), PORTLAND ZONE. ELEVATIONS ARE BASED ON NAVD 88 DERIVED FROM THE OREGON REAL TIME GPS NETWORK BASED ON STATION F414 WITH AN ELLIPSOID HEIGHT OF 64.215 METERS.
  3. OTAK, INC. PERFORMED THE FIELD WORK IN AUGUST OF 2025.
  4. CONTOURS ARE SHOWN AT ONE FOOT INTERVALS.
  5. UTILITIES ARE DEPICTED BASED ON MEASUREMENTS TO VISIBLE SURFACE EVIDENCE, UTILITY MARKINGS PROVIDED BY APS LOCATING, INC. AND OREGON UTILITY NOTIFICATION CENTER (OUNC) MARKINGS. UTILITY LOCATES WERE REQUESTED ON JULY 25, 2025 UNDER TICKET NO. 25234228. OTAK, INC. ASSUMES NO RESPONSIBILITY FOR THE EXISTENCE OF BURIED OBJECTS OR UTILITY WHICH ARE NOT SHOWN ON THE PLANS. ALL UTILITY LOCATIONS SHOULD BE FIELD VERIFIED FOR ANY FUTURE CONSTRUCTION ACTIVITIES.
- APS LOCATING, INC. PERFORMED A GROUND PENETRATING RADAR (GPR) SURVEY OF THE SITE. DEBRIS, RECREATIONAL VEHICLES, BOATS, TRAILER, ETC WERE BLOCKING AREAS FOR THE GPR SCANNING AND UTILITY LOCATING. APS SCANNED AROUND THE BUILDING WHERE ACCESSIBLE AND DID NOT FIND ANY UNDERGROUND STORAGE TANKS IN THE ACCESSIBLE AREAS. APS NOTED THE GUTTER DRAINS AROUND THE OFFICE BUILDING WERE BLOCKED.
- UTILITY LOCATES WERE REQUESTED ON 7/25/2025 UNDER TICKET NO. 25234228. FOLLOWING IS A LIST OF UTILITY PROVIDERS NOTIFIED:
- |                       |               |
|-----------------------|---------------|
| CITY OF ST. HELENS    | (503)397-3532 |
| COLUMBIA RIVER P.U.D. | (503)397-1844 |
| NW NATURAL            | (503)220-2415 |
| CTLQL-CENTURYLINK     | (800)283-4237 |
7. THE BUILDING LIES AS MUCH AS 4.8' OVER THE NORTHEASTERLY PROPERTY LINE. THE SIDEWALK LIES 0.2' OVER THE WESTERLY PROPERTY LINE. THE CHAINLINK FENCE LIES AS MUCH AS 1.3' OVER THE SOUTHERLY PROPERTY LINE.

LEGEND

- |  |                                   |
|--|-----------------------------------|
|  | APPROXIMATE MANHOLE SIZE/LOCATION |
|  | BOLLARD                           |
|  | BORE HOLE                         |
|  | CATCH BASIN                       |
|  | CLEAN OUT                         |
|  | COMMUNICATION VAULT               |
|  | ELECTRIC METER                    |
|  | FIRE HYDRANT                      |
|  | GAS VALVE                         |
|  | GUY ANCHOR                        |
|  | IRRIGATION CONTROL VALVE          |
|  | POWER VAULT                       |
|  | SIGN                              |
|  | SIGNAL HEAD                       |
|  | SIGNAL POLE                       |
|  | SANITARY MANHOLE                  |
|  | STORM MANHOLE                     |
|  | SURVEY CONTROL                    |
|  | TRAFFIC SIGNAL CONTROL CABINET    |
|  | UTILITY POLE                      |
|  | WATER METER                       |
|  | WATER VALVE                       |
|  | BIKE LANE                         |
|  | LINE CONTINUES                    |
|  | DECIDUOUS TREE                    |
- 
- |  |                        |
|--|------------------------|
|  | ASPHALT EDGE           |
|  | COMMUNICATION LINE     |
|  | GAS LINE               |
|  | OVER HEAD UTILITY LINE |
|  | POWER LINE             |
|  | SANITARY LINE          |
|  | STORM LINE             |
|  | WATER LINE             |
|  | FENCE (AS NOTED)       |
|  | RAMP                   |
|  | TREE DRIPLINE          |
- 
- AD = AREA DRAIN  
CONC. = CONCRETE  
CMP = CORRUGATED METAL PIPE  
DIP = DUCTILE IRON PIPE  
DEC = DECIDUOUS  
D.W.P. = DETECTABLE WARNING PAD  
FF = FINISH FLOOR  
(R) = RECORD DATA

TOPOGRAPHIC SURVEY  
CITY OF ST. HELENS PUBLIC SAFETY BUILDING  
IN ALL QUARTERS OF SECTION 4,  
TOWNSHIP 4 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN  
CITY OF ST. HELENS, COLUMBIA COUNTY, OREGON







## Applied Professional Services, Inc.

43530 SE North Bend Way  
North Bend, WA 98045

“Solutions that exceed expectations”

| Date      | Project Address/Job Number:                                                                                                 | Services Performed For:                                                      |
|-----------|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| 7/25/2025 | 1771 Columbia Blvd Saint Helens, OR                                                                                         | OTAK                                                                         |
|           | Utility research – GPR request<br>The scope is to perform utility research with GPR Scans on property to look for UST's *** | Sue Tsoi                                                                     |
|           | GPR success is based off of site-specific conditions and access<br>****NO Guarantees*                                       | <a href="mailto:Sue.Tsoi@otak.com">Sue.Tsoi@otak.com</a><br><br>425-420-5464 |

## Scope of Work

- APS, Inc. will employ all industry and best practices to designate and mark the known conductible and/or non-conductible utilities within the project boundaries.
- APS, Inc. will sweep the area, after the known utilities have been marked, to attempt to identify any unknown or abandoned utilities.
- The project boundaries are defined by civil drawings or maps provided by the Client.
- Conductible Utility Locating** refers to conductible (*metallic*) utilities only.
- Non-Conductible Utility Locating** refers to non-conductible (*non-metal*) utilities only. This is generally for sewer & storm facilities only, or sewer & storm video inspection.
- GPR Utility Locating** refers to Ground Penetrating Radar, used to find non-metallic utilities such as concrete, PVC, or polyethylene water mains, USTs, and other anomalies.

## Cost Estimate

|                      |   |                  |          |
|----------------------|---|------------------|----------|
| Conductible Budget   | 0 | \$135.00         |          |
| Mobilization and GPR | 4 | \$210.00         | \$840.00 |
| Sonde budget*        | 0 | \$195.00         |          |
|                      | 4 |                  |          |
|                      |   | Labor Est. Total | \$840.00 |



## Invoicing

---

Net 30 days on all billing unless specified otherwise under a separate contract or negotiation.

## Disclaimer

---

APS, Inc, and or its employees cannot guarantee that all conductible and/or non-conductible utilities within the project boundaries can or will be found.

## Project Estimate

---

### **NOT TO EXCEED WITHOUT WRITTEN CLIENT APPROVAL:**

This hourly / not to exceed project estimate is based on the estimated number of hours it will take to perform the Scope of Work. If the project requires additional time or costs to complete the Scope of work, then written approval to exceed the original cost estimate is required.

## OTAK

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

## ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS AND CONDITIONS FOR SERVICES

**"Client"** acknowledges that the Proposal prepared by Applied Professional Services, Inc. ("APS"), along with the Terms and Conditions ("**Terms**") below comprise the entire agreement between the Client and APS (collectively "**Agreement**"), and supersedes all prior or contemporaneous written and oral understandings, agreements, negotiations, representations, warranties, and communications.

### GENERAL TERMS AND CONDITIONS

**RELATIONSHIP OF THE PARTIES:** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**SERVICES:** APS shall provide services to the Client for the project ("Project"), as defined in the Proposal and the Agreement, or as requested by the Client by an agreed Order (the "Services") in accordance with these Terms.

**PROJECT SCHEDULE:** APS shall use reasonable efforts to meet the Project schedule dates specified in the Proposal. These dates shall be estimates only.

**CLIENT'S RESPONSIBILITIES:** Client shall provide/perform the following in a timely manner so as not to delay the Services:

- Provide accurate information about the location and survey of the site where services are to be provided.
- Cooperate with APS in all matters relating to the Services.
- Secure legal rights to and provide access to the Project site property and authorize APS staff to access the site for activities necessary for the performance of the Services.
- Respond promptly to any APS request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for APS to perform Services in accordance with the requirements of this Agreement.
- Provide materials, data, or information that APS may request that is reasonably necessary to carry out the Services in a timely manner and ensure that such materials, data, or information provided are complete and accurate in all material respects.
- Comply with all applicable laws in relation to the Services before the date on which the Services are to start, including required licenses, permits, and consents to allow APS to perform Services.
- Give prompt consideration and action to all communications, reports and other documents relating to the Services furnished by APS and inform APS in writing of decisions in reasonable time so as not to delay the Services.

**CLIENT'S ACTS OR OMISSIONS:** If APS's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, APS shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

**COMPENSATION AND PAYMENT:** In consideration of the provision of the Services by APS under this Agreement, Compensation will be made as follows:

- **Payment:** Invoices for APS's Services shall be submitted on a monthly basis and are payable within thirty (30) days after the invoice date. In the event that the Client disputes any portion of an invoice, client shall notify APS - of such disputed items within ten (10) days of invoice date. Retainers/deposits shall be credited on the final invoice. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest allowable.

- Failure to make any payment when due is a material breach of this Agreement. In the event any invoice has not been paid in full within ninety (90) days of the invoice date, APS shall have the right to immediately suspend all or any portion of the Services hereunder indefinitely, pending payment in full of such invoice(s).
- **Taxes:** Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder.
- **Compensation:** Client shall pay the agreed upon rates or amounts set forth in the Proposal. If the agreement extends across multiple years, the compensation paid to APS may be adjusted due to market conditions, underlying labor costs, overhead and pricing influences.

**CHANGE ORDERS:** If either party wishes to change the scope or performance of the Services, it shall submit details in writing of the requested change in a timely manner to the other party. APS shall, within a reasonable time after such request, provide a written estimate to Client of:

- the likely time required to implement the change
- any necessary variations to the compensation and other charges for the Services arising from the change
- the likely effect of the change on the Services
- any other impact the change might have on the performance of this Agreement

Promptly after receipt of the written estimate, the parties shall negotiate in good faith and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

APS may charge for the time it spends assessing and documenting a request for a Change Order on a time and materials basis in accordance with the Proposal.

**DOCUMENTS:** Unless otherwise agreed to by the parties in writing, all of the documents prepared by or on behalf of APS in connection with the Services (herein called the "Documents") will be considered Instruments of Service and will become the property of Client upon full and final payment of the Compensation. Any copyright of the Documents shall be retained by APS. APS grants to Client a non-exclusive right and license to use, disclose and reproduce the Documents solely for the purpose of the Project.

**DATA AND DOCUMENT RETENTION:** APS will retain all data and Documents in accordance with its Data Retention Policy, unless otherwise agreed upon in writing.

**LIMITATION OF USE:** Client shall not amend, alter or revise, reuse, permit the use of, disclose or reproduce any of the Documents for the completion of another project or work, without first obtaining the written consent of APS, and all reproductions shall include notice of this restriction.

APS shall have no responsibility for any loss or damage suffered by Client or others resulting from any unauthorized use or modification of the Documents, errors in transmission of the Documents, changes to the Documents by others. The Documents may be relied upon by Client for design and construction work undertaken by other parties with respect to the Project provided such parties

# TERMS AND CONDITIONS

## Applied Professional Services, Inc.

EXHIBIT D



verify the accuracy and completeness of the Documents to their satisfaction. The Client agrees to defend, indemnify and hold APS harmless from and against all claims, demands, losses, damages, liability and costs associated therewith.

In the event any of APS's work product documents are modified in any respect, without involvement and oversight of APS, Client agrees that any modification is at the Client's sole risk.

In the event that Client is in default of its obligations under this Agreement, APS may terminate Client's right and license to use, disclose and reproduce the Documents upon providing written notice to Client. Client shall return to APS all Documents and that no residual copies of any part of any Documents are to be retained by the Client or other parties.

**STANDARD OF CARE:** The standard of care for all Services performed under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. APS makes no warranties or guarantees under this Agreement in connection with the Services. APS makes no warranty whatsoever with respect to the services, including any warranty of merchantability, warranty of fitness for a particular purpose, warranty of title, or warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

**CONFIDENTIALITY:** Both parties shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished by the respective parties under this Agreement. Confidentiality obligations shall not apply if such data or information is within the public domain, was known to the Client or APS at the time of disclosure, or was rightfully obtained by Client or APS on a non-confidential basis from a third party.

**PERSONAL INFORMATION:** Unless otherwise agreed to by the parties in writing, Client shall only collect and use individually identifiable information from or about APS employees if such collection and use is required. Client shall collect and use all Personal Information in accordance with applicable federal, state or personal information protection legislation.

**NON-SOLICITATION OF EMPLOYEES:** Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other party during the Term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other party. However, neither party shall be restricted from soliciting or recruiting generally in the media, or from hiring, without prior written consent, the other party's employees who answer any advertisement or otherwise voluntarily applies for hire without having been personally solicited.

For a breach of Non-Solicitation, an amount equal to twice the base annual salary of the recruited employee at the time of their departure shall be paid by the hiring party to the other party.

**INDEMNIFICATION:** To the fullest extent permitted by law, APS shall indemnify and hold harmless Client from and against any and all damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney's fees arising out of damages or injuries to persons or property to the proportionate extent caused by the negligence, gross negligence or willful misconduct of APS or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that APS's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the willful misconduct or negligence of Client or upon use of or reliance on information supplied by Client or on behalf of Client to APS in preparation of any report, study or other written document.

Client shall indemnify and hold harmless APS from and against any and all damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of (i) damages or injuries to persons or property caused by the negligence, gross negligence or willful misconduct by Client or anyone acting under its direction or control or on its behalf in connection with this Agreement and (ii) claims, actions or demands for environmental liability arising from, or in relation to, any condition, not caused by the negligence of APS or anyone acting under its authority; provided

that Client's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the willful misconduct or negligence of APS.

The duty to indemnify does not include the duty to pay for or to provide an up-front defense against unproven claims or allegations.

Where any claim results from the joint negligence, gross negligence, or willful misconduct, by Client and APS, the amount of such damage for which Client or APS is liable shall equal the proportionate part that the amount of such claim attributable to indemnitor's negligence, gross negligence, willful misconduct, bears to the amount of the total claim attributable to the joint negligence, gross negligence, or willful misconduct, at issue.

**LIMITATION OF LIABILITIES:** Notwithstanding any other provision in the Agreement, the Client agrees to limit APS's liability under the Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, to the lesser of: (a) the fees paid to APS for Services or (b) the maximum of remaining available insurance provided. No claim may be brought against APS in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand or action brought under the Agreement shall be directed and/or asserted only against APS and not against any of APS's employees, shareholders, officers or directors. APS's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services and APS shall not be held responsible or liable whatsoever for any consequential damages, injury or damage incurred by the actions or inactions of the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

**FORCE MAJEURE:** If performance of the Services is affected by causes beyond APS's reasonable control, the Project schedule and the Compensation shall be equitably adjusted by mutual agreement of the parties. APS shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of APS.

These causes include, without limitation, inclement weather conditions, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic/epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, or similar causes and without the fault or negligence of the delayed party. If the event in question continues for a period in excess of thirty (30) days, Client shall be entitled to give notice in writing to APS to terminate this Agreement.

**INSURANCE:** APS shall maintain Insurance which it deems to be reasonable throughout the term of this Agreement. APS shall provide Client with certificates of insurance upon written request.

Client assumes sole responsibility and waives all rights and claims against APS for all loss of or damage to property owned by or in the custody of Client and any items at the site or in transit thereto however such loss or damage shall occur, unless caused by the sole negligence of APS.

Client agrees to maintain appropriate Property Insurance and shall require its insurers to waive all rights of subrogation against APS for claims covered under any Property Insurance that Client may carry. Such waivers shall survive termination or discharge of this Agreement.

**TERM AND TERMINATION:** This Agreement will continue in effect unless terminated by either party with thirty (30) days written notice to the other party. In the event of any termination, APS shall be paid for all Services rendered and reimbursable costs incurred through the date of notice of termination. In the event of termination, the Client shall pay all additional compensation related to termination of the project.



# TERMS AND CONDITIONS

## EXHIBIT D

### Applied Professional Services, Inc.



In addition to any remedies that are provided under this Agreement, APS may also terminate this Agreement with immediate effect upon written notice if the Client becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

In the event of termination, APS shall be paid for all Services rendered and costs incurred by APS through the date of notice of termination. In the event of termination due to the termination of the Project, the Client shall pay all additional costs incurred by APS related to termination of the Project.

**DISPUTE RESOLUTION:** If requested in writing by either the Client or APS, the Parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into a management/principal level meeting(s). The first such meeting shall occur within thirty (30) days from the first date of the written request for such meeting.

- If a dispute cannot be settled informally between the Parties within a period of sixty (60) calendar days from the first date of the written request, the Parties shall enter structured non-binding negotiations with the assistance of a mediator. The mediator shall be appointed by agreement of the Parties.
- If the Parties are unable to reach an acceptable resolution of the dispute, controversy, or claim through the mediation process, the Parties shall have any and all rights and remedies available to it under this Agreement and any and all rights and remedies at law or in equity.
- **Attorney Fee Provision:** With respect to any dispute relating to this Agreement, or in the event that a lien, suit, action, arbitration, mediation, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, title reports, title guarantee reports, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration, mediation, or other proceeding, or on any appeal or review, and all proceedings in U.S. Bankruptcy Court. APS shall also be entitled to reasonable attorney's fees and costs incurred in enforcing any award and/or judgment, in addition to all other amounts provided by law.

**ASSIGNMENT:** Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer any claim or obligation under this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**NO THIRD-PARTY BENEFICIARY:** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

**ENTIRE AGREEMENT:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by APS's and the Client's authorized representatives.

**WAIVER:** Failure by one party to notify the other party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

**SEVERABILITY:** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**SURVIVAL OF PROVISIONS:** The expiration or termination of this Agreement, or any Task Order shall not affect the provisions, and the rights and obligations set forth in which either by their terms state or evidence the intent of the Parties that the provisions survive the expiration or termination, or must survive to give effect to the provisions.

**GOVERNING LAW:** The validity of the Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the state in which the Project is located.

Specific state statutes and regulations will be adhered to under this contractual agreement through the use of Addendums, as appropriate.

# Phase I Environmental Site Assessment

---

Former Portland General Electric Yard  
1771 Columbia Boulevard, St. Helens, Oregon  
97051

*Prepared for:*

**City of St. Helens**

September 6, 2024

Project No. M0830.10.001

*Prepared by:*

Maul Foster & Alongi, Inc.

3140 NE Broadway, Portland, OR 97232

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**Appendix I**

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City Directories

**Appendix K**

List of Requested Helpful Documents

# Abbreviations

---

|               |                                                                                                                        |
|---------------|------------------------------------------------------------------------------------------------------------------------|
| 3 Kings       | 3 Kings Environmental, Inc.                                                                                            |
| AAI           | all appropriate inquiries                                                                                              |
| ACM           | asbestos-containing materials                                                                                          |
| AST           | aboveground storage tank                                                                                               |
| ASTM E1527-21 | ASTM International Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process |
| CERCLA        | Comprehensive Environmental Response, Compensation, and Liability Act                                                  |
| CFR           | Code of Federal Regulations                                                                                            |
| Client        | City of St. Helens                                                                                                     |
| CREC          | controlled recognized environmental condition                                                                          |
| DEQ           | Oregon Department of Environmental Quality                                                                             |
| ECSI          | Environmental Cleanup Site Information                                                                                 |
| EDR           | Environmental Data Resources, Inc.                                                                                     |
| EPA           | U.S. Environmental Protection Agency                                                                                   |
| ESA           | environmental site assessment                                                                                          |
| HREC          | historical recognized environmental condition                                                                          |
| LLP           | landowner liability protections                                                                                        |
| LUST          | leaking underground storage tank                                                                                       |
| MFA           | Maul Foster & Alongi, Inc.                                                                                             |
| MRL           | method reporting limit                                                                                                 |
| NFA           | No Further Action                                                                                                      |
| PAHs          | polycyclic aromatic hydrocarbons                                                                                       |
| PCBs          | polychlorinated biphenyls                                                                                              |
| PCS           | petroleum-contaminated soil                                                                                            |
| PGE           | Portland General Electric                                                                                              |
| the Property  | 1771 Columbia Boulevard, St. Helens, Oregon 97051                                                                      |
| RBC           | risk-based concentration                                                                                               |
| REC           | recognized environmental condition                                                                                     |
| RV            | recreational vehicle                                                                                                   |
| SFIM          | Sanborn Fire Insurance Map                                                                                             |
| Shields       | Shields Installation and Commercial Flooring, Inc.                                                                     |
| TPH           | total petroleum hydrocarbons                                                                                           |
| UST           | underground storage tank                                                                                               |
| VOCs          | volatile organic compounds                                                                                             |



# Summary

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*This summary is not intended as a stand-alone document and must be evaluated in context with the entire document.*

At the request of City of St. Helens, Maul Foster & Alongi, Inc. (MFA), conducted a Phase I environmental site assessment (ESA) of the site at 1771 Columbia Boulevard, St. Helens, Oregon 97051 (the Property).

MFA conducted the Phase I ESA in accordance with the requirements of the ASTM International Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E1527-21). In addition, the Phase I ESA report was prepared to support the Bona Fide Prospective Purchaser defense (Comprehensive Environmental Response, Compensation, and Liability Act [CERCLA] § 101(4), as amended by the Superfund Amendments and Reauthorization Act of 1986 and the Small Business Liability Relief and Brownfields Revitalization Act of 2002, 42 U.S. Code §9601 et seq.) and the innocent purchaser defense (CERCLA § 101(35)(A)(i)), if applicable. The Phase I ESA generally complies with 40 Code of Federal Regulations Part 312, adopted by the U.S. Environmental Protection Agency on November 5, 2005, and effective November 1, 2006. These rules identify the standards and practices for all appropriate inquiries under CERCLA § 101(35)(B). The purpose of the Phase I ESA is to identify, to the extent reasonably feasible, recognized environmental conditions (RECs).

## Property Summary

The approximately 1.04-acre Property is located at 1771 Columbia Boulevard in St. Helens, Oregon. According to the Columbia County Assessor, the northern portion of the Property is currently zoned Houlton Business District (“HBD”) while the rest of the Property is currently zoned General Commercial (“GC”).

Dating back to at least the early 1920s, the Property included a public hall and residences. By the late 1940s and 1950s, the Property included facilities and structures associated with automobile repair, including an apparent gas station and automobile repair facility on the northwest portion of the Property. It is unclear based on reviewed documents when these operations ceased at the Property. Between 1971 and 2006, the Property was owned and operated by Portland General Electric (PGE) as a yard and office space. According to a 2006 Phase I ESA,<sup>1</sup> some transformers were historically stored on the Property and at least one spill of transformer oil containing polychlorinated biphenyls (PCBs) occurred.

The Property is currently used by multiple tenants and includes office space, a kitchen, warehouse, indoor and outdoor storage areas, a recreational vehicle and boat storage yard, and an automotive conversion shop that builds and modifies food trucks.

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<sup>1</sup> 3 Kings Environmental, Inc. *Phase I Environmental Site Assessment, Former PGE Property, 1771 Columbia Blvd, St. Helens, Oregon 97051*. Prepared by 3 Kings Environmental, Inc.: Battle Ground, Washington. February 17.

## Recognized Environmental Conditions

ASTM E1527-21 defines RECs as (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.

MFA did not identify any RECs for the Property.

## Historical Recognized Environmental Conditions

ASTM E1527-21 defines historical RECs (HRECs) as a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations).

MFA did not identify any HRECs for the Property.

## Controlled Recognized Environmental Conditions

ASTM E1527-21 defines controlled RECs (CRECs) as a REC affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls.

MFA identified the following CREC for the Property:

- **Groundwater Contamination.** During underground storage tank (UST) decommissioning at the Property, groundwater contamination was identified. Concentrations of ethylbenzene, naphthalene, and diesel-range total petroleum hydrocarbons (TPH) exceed current (as of this report) Oregon Department of Environmental Quality (DEQ) risk-based concentrations (RBCs) for occupational ingestion and inhalation from tap water. Groundwater is not currently used as a drinking water source and cannot be used for any consumptive or non-consumptive reason based on a conditional No Further Action (NFA) with DEQ.

Concentrations of ethylbenzene and diesel-range TPH also exceed current (as of this report) DEQ residential RBCs for vapor intrusion from groundwater. Presently, the Property is used for commercial and light industrial purposes, and contaminant concentrations in groundwater were reported to be below DEQ RBCs for vapor intrusion for occupational receptors. Currently, groundwater contamination is considered a CREC for the Property because groundwater cannot be used for any consumptive or non-consumptive purpose, and because residential receptors will not be exposed to concentrations of ethylbenzene and diesel-range TPH above DEQ RBCs for groundwater vapor intrusion under current use conditions.

Changes to these use conditions (e.g., redeveloping the Property for mixed-use residential and commercial spaces and/or contamination identified during redevelopment activities) may impact whether groundwater contamination remains controlled and therefore protective of receptors. In

those instances, additional investigation may be warranted (see Data Gaps and Recommendations below).

## De minimis Conditions

A de minimis condition, as defined by ASTM E1527-21, generally does not present a threat to human health or the environment and generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. An identified de minimis condition is neither a REC nor a CREC.

MFA identified the following de minimis condition for the Property:

- **PCB-Containing Equipment Storage.** Based on reviewed documents, the Property was previously operated as an office and yard space by PGE from at least the mid-1990s to early 2000s. According to a 2006 Phase I ESA, PGE historically stored transformers on the Property. At least one spill of PCB-containing transformer oil occurred on the Property, impacted storm drains, and was reported to have been cleaned up. In May 2004, PGE collected 28 surface soil samples on the southern portion of the Property, where transformer storage and the prior spill occurred. PCBs were analyzed for and were non-detect in all samples. In 1979, EPA banned PCBs from non-enclosed applications,<sup>2</sup> though transformers and capacitors manufactured before that time may contain PCBs.
- **Chemical and Waste Handling and Storage.** Several chemicals used or generated during onsite operations are present at the Property. On the northern and western portions of the on-Property building, various glues, grouts, flooring tiles, and other unidentified or unlabeled chemicals are present in support of flooring manufacturing operations. On the southern portion of the Property, hazardous substances and petroleum products associated with auto conversion operations are present in quantities ranging from less than 1-gallon up to 55-gallon drums. Air gas tanks, drums, car batteries, paints and primers, and chemicals in support of welding operations are present in the auto shop. Poor housekeeping (e.g., accumulated refuse debris, chemicals without adequate secondary containment) is noted throughout the on-Property building. In uncovered outdoor areas, 55-gallon drums with evidence of corrosion are visible. Significant trash and refuse debris, scrap metal, wood, and car parts associated with auto conversion operations are present in outdoor areas. The full extent of chemical use and storage could not be fully documented during MFA's July 11, 2024, site reconnaissance visit.

## Data Gaps

MFA identified the following data gaps for the Property:

- **Potential Residual Subsurface Features.** A review of historical information, including Sanborn Fire Insurance Maps, indicated that residential dwellings and a structure labeled "HALL" were historically present on the Property. Infrastructure associated with these uses (for example, septic systems or underground heating oil tanks and associated piping) may still be present beneath the Property. Further, six USTs were decommissioned at the Property, and it is unclear through reviewed records whether all associated piping and/or impacted material, such as stained soil, were fully removed. In the absence of relevant removal records, this is considered a

<sup>2</sup> <https://www.epa.gov/pcbs/learn-about-polychlorinated-biphenyls>. Accessed June 28, 2024.



significant data gap for potential future observation and investigation during demolition and redevelopment (see Recommendations below).

- **Potential Soil Vapor Impacts.** Following UST decommissioning, residual contaminant concentrations were noted to be present in soil at the Property below current DEQ RBCs for occupational soil ingestion, dermal contact, and inhalation. However, current RBCs are unavailable for vapor intrusion from soil contamination to indoor air, and, in the absence of soil vapor analytical data, MFA is unable to screen data of volatile substances remaining in soil (such as naphthalene and xylenes) to vapor intrusion screening criteria. Based on the low concentrations reported to remain in soil and the length of time that has passed since sampling was conducted (allowing for natural attenuation), the remaining residual concentrations in soil that were reported to DEQ related to this UST decommissioning, have a low potential to cause soil vapor levels above current vapor intrusion RBCs. Therefore, this data gap is not considered to be significant, but any observations beyond those as described in the DEQ NFA letter may be of concern (see Recommendations below)

## Recommendations

MFA identified the following recommendation for the Property:

- **Focused Soil Vapor Investigation.** As described above, residual contaminant concentrations were reported to remain in soil and groundwater beneath the Property in relation to UST decommissioning activities in 2004. Further, residual subsurface features associated with prior uses of the Property may still be present.

While soil concentrations are below DEQ RBCs for occupational ingestion, dermal contact, and inhalation, if impacts remain beyond those conditions report in the DEQ NFA letter then the potential exists for vapor intrusion to impact indoor air quality and pose unacceptable risks to occupational users of the current building or future buildings. Though groundwater concentrations are reported to be below DEQ occupational RBCs for vapor intrusion from groundwater, ethylbenzene and diesel-range TPH concentrations were reported to be above DEQ residential RBCs for vapor intrusion, providing a further line of evidence that subsurface conditions have the potential to adversely impact indoor air quality. Further investigation is then warranted if the Property is proposed for residential use and/or if environmental impacts are identified during redevelopment of the Property (e.g., stained soil).

## Activity Use Limitations Compliance

MFA identified the following activity use limitation for the Property:

- **Groundwater Use.** On March 7, 2005, the Property received an NFA determination from DEQ following UST decommissioning, excavation, and confirmation sampling activities. However, the NFA prohibits groundwater use (for both consumptive and non-consumptive purposes) without performing and submitting a risk assessment to DEQ for review and approval. Therefore, groundwater use is considered an activity use limitation at the Property.

## Conclusions

MFA has conducted a Phase I ESA of 1771 Columbia Boulevard, St. Helens, Oregon 97051, in conformance with the scope and limitations of ASTM E1527-21.

## EXHIBIT E

The Phase I ESA revealed the following CREC and data gaps in connection with the Property:

- **CREC:** Groundwater contamination with concentrations above current DEQ RBCs.
- **Data gaps:** Potential remaining subsurface features and/or impacted soil associated with historical uses of the Property.

# 1 Introduction

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## 1.1 Purpose

On behalf of City of St. Helens, Maul Foster & Alongi, Inc., conducted a Phase I environmental site assessment (ESA) of the property located at 1771 Columbia Boulevard, St. Helens, Oregon 97051 (the Property) (see Figure 1-1). MFA conducted the Phase I ESA in accordance with the requirements of the ASTM International Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E1527-21). In addition, this Phase I ESA report was prepared to support the Bona Fide Prospective Purchaser defense (Comprehensive Environmental Response, Compensation and Liability Act [CERCLA] § 101(4)), as amended by the Superfund Amendments and Reauthorization Act of 1986 and the Small Business Liability Relief and Brownfields Revitalization Act of 2002, 42 US Code §9601 et seq. and the innocent purchaser defense (CERCLA § 101(35)(A)(i)), if applicable. The Phase I ESA generally complies with 40 Code of Federal Regulations (CFR) Part 312, adopted by the U.S. Environmental Protection Agency (EPA) on November 5, 2005, and effective November 1, 2006. These rules identify the standards and practices for all appropriate inquiries (AAI) under CERCLA § 101(35)(B). The purpose of the Phase I ESA is to identify, to the extent reasonably feasible, recognized environmental conditions (RECs). ASTM E1527-21 defines RECs as the following:

(1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.

RECs include the presence of hazardous substances or petroleum products even under conditions that comply with applicable environmental laws. The term is not intended to include de minimis conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

## 1.2 Scope of Work

The scope of work, as outlined in ASTM E1527-21, included four components—site reconnaissance, records review, interviews, and preparation of a report—each of which is briefly described below.

### 1.2.1 Site Reconnaissance

On July 11, 2024, Gina Baragona of MFA conducted reconnaissance of the Property to look for evidence of RECs. Section 2 documents the results of this site visit.



## 1.2.2 Records Review

MFA reviewed the following records:

- State and federal agency database records as described in Section 4.1.
- Aerial photographs of the Property as described in Section 4.3.1.
- Historical topographic maps related to the Property. See Section 4.3.2.
- Sanborn Fire Insurance Maps (SFIMs) for the Property. See Section 4.3.3.
- Historical city directories for the Property. See Section 4.3.4.
- Prior site assessment reports for the Property, if available. See Section 4.4.

MFA used the U.S. Geological Survey (USGS) 7.5-minute quadrangle map (2020) for St. Helens as the physical setting source (see Figure 1-1).

## 1.2.3 Interviews

To obtain site-specific information regarding the Property, MFA interviewed the current owner of the Property. MFA also interviewed state and/or local government officials for information about the Property. Section 5 of this report discusses the interviews MFA completed.

## 1.2.4 Report Preparation

MFA prepared this report in accordance with ASTM E1527-21. The recommended format was adjusted to improve usability and comprehension. Consistent with this ASTM guidance document, the following issues were not evaluated during the Phase I ESA: asbestos-containing materials (ACM) unrelated to releases into the environment; biological agents; cultural and historic resources; ecological resources; endangered species; health and safety; indoor air quality unrelated to releases of hazardous substances or petroleum products into the environment; industrial hygiene; lead-based paint unrelated to releases into the environment; lead in drinking water; mold or microbial growth conditions; building materials containing polychlorinated biphenyls (PCBs) (for example, interior fluorescent light ballasts, paint, and caulk); naturally occurring radon; regulatory compliance; substances not defined as hazardous substances (including some substances sometimes generally referred to as emerging contaminants) unless or until such substances are classified as a CERCLA hazardous substance; and wetlands. Fluorescent light ballasts, caulk, paint, and other materials that may contain PCBs and that are located inside and/or are part of the building or structure are outside the scope of this ESA.

## 1.3 Presumed Viability

To qualify for one of the threshold criteria for satisfying the landowner liability protections (LLPs) to CERCLA liability, the AAI components listed below must be conducted or updated within 180 days of and prior to the date of acquisition of the Property, and all other components of AAI must be conducted within one year prior to the date of acquisition of the Property. The date of the report generally does not represent the date the individual components of AAI were completed and should not be used when evaluating compliance with the 180-day or one-year AAI requirements. Based on

the earliest conducted AAI component noted below, this assessment is presumed to be viable until December 17, 2024.

- Interviews with owners, operators, and occupants—July 11, 2024.
- Searches for recorded environmental cleanup liens (a user responsibility)—July 16, 2024.
- Reviews of federal, tribal, state, and local government records—June 20, 2024.
- Visual inspections of the Property and of adjoining properties—July 11, 2024.
- The declaration by the environmental professional responsible for the assessment—September 6, 2024.

## 1.4 Significant Assumptions

Significant assumptions include any assumptions made during the Phase I ESA process that have the potential to impact the opinions put forth in this report. MFA made no significant assumptions when preparing this report.

## 1.5 Limitations and Exceptions

Any opinions and recommendations presented in this Phase I ESA report apply to conditions that existed at the Property when MFA performed the services. No environmental assessment can wholly eliminate uncertainty regarding the potential for RECs in connection with a property. Performance of a Phase I ESA is intended to reduce, but not eliminate, uncertainty regarding the existence of RECs in connection with a property.

MFA conducted AAI regarding the potential for RECs at the Property. ASTM E1527-21 defines AAI as:

inquiry constituting “all appropriate inquiries into the previous ownership and uses of the subject property consistent with good commercial or customary practice” as defined in CERCLA, 42 U.S.C. § 9601(35)(B) and 40 C.F.R. Part 312, that will qualify a party to a commercial real estate transaction for one of the threshold criteria for satisfying the LLPs to CERCLA liability (42 U.S.C §§ 9601(35)(A) & (B), § 9607(b)(3), § 9607(q), and § 9607(r)), assuming compliance with other elements of the defense.

MFA is not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services and does not warrant the accuracy of information supplied by others or the use of segregated portions of this report.

Identification of activity and use limitations or findings based on implementation of required controls does not imply evaluation or confirmation of the adequacy, implementation, or continued effectiveness of the controls.

## 1.6 Special Terms and Conditions

No special terms or conditions apply to this Phase I ESA other than those set forth in ASTM E1527-21, CERCLA 101(35)B(iii), and 40 CFR Part 312.

## 1.7 Deviations

There were no deviations from ASTM E1527-21, CERCLA 101(35)B(iii), and 40 CFR Part 312.

## 1.8 Additional Services

MFA performed no services outside the scope of ASTM E1527-21 for Phase I ESAs.

## 1.9 Qualifications of Responsible Environmental Professionals

Environmental professionals experienced in performing ESAs and familiar with ASTM E1527-21 conducted the Phase I ESA of the Property. Résumés of the environmental professionals involved in performing the Phase I ESA are provided in Appendix A.

## 1.10 Reliance

For the purposes of the contractual relationship, the term Client refers to the City of St. Helens, which has sole permission to rely on this report. ASTM E1527-21 defines the user as the party seeking to use Practice E1527 to complete an ESA of the Property. The Client is the user of this Phase I ESA.

# 2 Site Description and Reconnaissance

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## 2.1 Objective and Methodology

Gina Baragona conducted a site reconnaissance visit on July 11, 2024, to obtain information indicating the presence of RECs in connection with the Property. During the site visit, Gina Baragona visually and physically observed the Property for evidence of the presence of RECs, including evidence of underground storage tanks (USTs) and aboveground storage tanks (ASTs), petroleum products, transformers containing PCBs, and the use and storage of hazardous material. MFA observed the interiors and exteriors of all structures. Gina Baragona also observed the Property and adjacent properties from public thoroughfares. Photographs taken during the site reconnaissance are provided in Appendix B.

### 2.1.1 Exterior

Gina Baragona visually and physically observed the periphery of the Property and the periphery of all structures on the Property. MFA identified the Property's roads and paths with no apparent outlet in an effort to determine whether these roads were likely to have been used as avenues for disposal of hazardous substances or petroleum products.



### 2.1.2 Interior

Gina Baragona visually and physically observed accessible common areas that occupants or the public are expected to use (e.g., lobbies, hallways, utility rooms, recreation areas); maintenance and repair areas, including boiler rooms; and a representative sample of occupant spaces. They did not look under floors, above ceilings, or behind walls.

### 2.1.3 Limiting Conditions

Though Property access was initially granted, the current Property owner, Wayne Weigandt, would not allow Gina Baragona to revisit any portions of the Property at the conclusion of the site reconnaissance visit.

## 2.2 General Site Setting

### 2.2.1 Property Location and Legal Description

The approximately 1.04-acre Property is located at 1771 Columbia Boulevard, St. Helens, Oregon 97051, in township 4 north, range 1 west, section 4 of the Willamette Meridian, on six tax lots (41W04CA2-0900, -1000, -1100, -1200, -1300, and -1400) (see Figures 1-1 and 2-1).

### 2.2.2 Site and Vicinity Characteristics

According to the Columbia County Assessor, the northern portion of the Property is currently zoned Houlton Business District (“HBD”) while the rest of the Property is currently zoned General Commercial (“GC”). The Property is currently occupied by two tenants: Shields Installation and Commercial Flooring, Inc. (Shields), and Global Food Trucks. In general, the Property slopes to the south.

### 2.2.3 Current Uses of Property

As described above, the Property is currently occupied by two tenants. Shields, a flooring manufacturing and sales business, operates the northern portion of the building as an office with a kitchen, warehouse, and storage space. Global Food Trucks, an automotive conversion shop that builds and modifies food trucks, operates the southern portion of the building as well as the outdoor recreational vehicle (RV) and boat storage yard. Generally poor housekeeping occurs throughout the Property, including improper chemical labeling and storage and copious amounts of scrap metal, wood, and trash.

### 2.2.4 Past Uses of Property

Dating back to at least the early 1920s, the Property included a public hall and residences. By the late 1940s and 1950s, the Property included facilities and structures associated with automobile repair, including an apparent gas station and automobile repair facility on the northwest portion of the Property. It is unclear based on reviewed documents when these operations ceased at the Property. Between 1971 and 2006, the Property owned and operated by Portland General Electric (PGE) as a yard and office space. According to a 2006 Phase I ESA by 3 Kings Environmental, Inc. (3 Kings) (see Appendix C), PGE stored PCB-containing transformers on the Property with at least one documented release and cleanup. The 2006 Phase I ESA is discussed further in Section 4.4.

## 2.2.5 Current Uses of Adjoining Properties

Adjoining properties are currently operated as mixed use residential or commercial spaces, with some light industrial operations (e.g., Eaton's Tire & Auto Repair to the north).

The following border the Property:

- North—Columbia Boulevard and an auto repair facility (Eaton's Tire & Auto Repair).
- South—Cowlitz Street and residential properties.
- East—South 17th Street and mixed use residential and commercial spaces, including a restaurant (Zhen's Chinese)
- West—South 18th Street and mixed use residential and commercial properties, including a newspaper publisher (The Columbia County Chronicle & Chief), restaurant (Miyako), cannabis store (Sweet Relief St. Helens), clothing store (Harrington's Clothing), and real estate office (John L. Scott).

## 2.2.6 Past Uses of Adjoining Properties

Prior uses of the adjoining properties historically include mixed use residential and commercial, with some light industrial operations (e.g., Eaton's Tire and Auto Repair to the north and an unnamed automobile repair facility to the west).

## 2.2.7 Current or Past Uses in Surrounding Area

Generally, the surrounding area is and has historically been used for residential, commercial, and light industrial purposes. Multiple automotive service, automotive repair, and dry cleaner businesses have operated in the area historically (see Section 4.1 for additional discussion).

## 2.2.8 Geologic, Hydrogeologic, Hydrologic, and Topographic Conditions

In general, the Property and surrounding area slope to the south. According to the Environmental Data Resources, Inc. (EDR), report (see Appendix D), the dominant soil type in the vicinity of the Property is "rock outcrop", which is clayey with a high water table or shallow to an impervious layer and very slow infiltration rates.

According to Oregon Water Resources Department well logs,<sup>1</sup> groundwater has been encountered between approximately 4.5 and 5.6 feet below ground surface near the Property. The nearest waterbody is Milton Creek, located approximately 1,500 feet southwest of the Property. Milton Creek flows southeast towards the Columbia River, which is located approximately 1 mile east of the Property. Though unconfirmed, groundwater is anticipated to flow southwest towards Milton Creek.

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<sup>1</sup> [https://apps.wrd.state.or.us/apps/gw/well\\_log/Default.aspx](https://apps.wrd.state.or.us/apps/gw/well_log/Default.aspx). Accessed June 24, 2024.

## 2.3 Interior and Exterior Observations

| Feature                | Observed on the Property |    | Notes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------|--------------------------|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        | Yes                      | No |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Structures             | X                        |    | <p>There is one building on the Property that has been remodeled twice. The Shields office and storage space occupies the northern and central portions of the building, while Global Food Trucks occupies the large southern shop space.</p> <p>Shields' portion of the building contains the business office, kitchen, and warehouse and storage space. Global Food Trucks' portion of the building contains an automotive shop with storage areas and a break room.</p> <p>According to the current Property owner, Wayne Weigandt, a Metal Skin Pole Building on the northeast side of the Property was demolished in 2006 (see Figure 1 in the 2006 Phase I ESA in Appendix C).</p> |
| Roads                  | X                        |    | <p>The Property parking lot is accessed from the west, on the corner of South 18th Street and Columbia Boulevard. The Shields office is on the north side of the Property, off Columbia Boulevard, while Global Food Trucks is accessed from South 18th Street. The Property is bordered to the east by South 17th Street, and to the south by Cowlitz Street.</p>                                                                                                                                                                                                                                                                                                                       |
| Potable water supply   | X                        |    | <p>The City of St. Helens provides the potable water to the Property.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Sewage-disposal system | X                        |    | <p>The Property is served by a municipal sewer system.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |



# EXHIBIT E

| Feature                                                                                 | Observed on the Property |    | Notes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------|--------------------------|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                         | Yes                      | No |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Hazardous substances and petroleum products in connection with identified uses          | X                        |    | Both tenants on the Property use and store potentially hazardous substances. In support of flooring manufacturing operations, Shields stores and uses various glues, grout, and floor tiles, among other unidentified or unlabeled chemicals.<br><br>Global Food Trucks uses and stores several hazardous substances and petroleum products associated with auto conversion operations (i.e., converting trailers into food trucks). Several chemicals ranging from containers less than 1-gallon up to 55-gallon drums are present on the southern portion of the Property (see Appendix B, photographs 19-24). Multiple air gas tanks, drums, car batteries, paint and primer pails, and chemicals in support of welding operations, are present in the auto shop, the storage and break room. Several chemicals are present in unlabeled containers and poor general housekeeping is noted throughout the Property, particularly in the southern areas. |
| Storage tanks                                                                           |                          | X  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Odors                                                                                   | X                        |    | The Global Food Trucks shop area contains odors consistent with automotive activity, welding, and petroleum product use and storage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Pools of liquid                                                                         |                          | X  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Drums, totes, and intermediate bulk containers                                          | X                        |    | On the southern portion of the Property, Global Food Trucks stores drums and various smaller containers throughout the auto shop. Global Food Trucks stores drums, totes, bulk materials, scrap metal, wood debris, and refuse in outdoor areas. 55-gallon drums stored outside showed signs of degradation, including rust and visible damage (for example, see Appendix B, photographs 25, 28, and 35).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Hazardous-substance and petroleum-product containers not connected with identified uses | X                        |    | Hazardous substances and petroleum products in connection with operations at the Property are evident. However, given the haphazard nature of chemical storage, often lacking proper labels and/or secondary containment, and generally poor housekeeping observed throughout the Property, it is possible that hazardous substances or petroleum products not connected with identified uses by Shields or Global Food Trucks are present.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

# EXHIBIT E

| Feature                                                | Observed on the Property |    | Notes                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------|--------------------------|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                        | Yes                      | No |                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Unidentified-substance containers                      | X                        |    | Multiple storage containers were observed throughout the Property, many without proper labeling and identification.                                                                                                                                                                                                                                                                                                        |
| Items potentially containing polychlorinated biphenyls | X                        |    | No transformers were observed on or adjacent to the Property. Given the age of the building, it is possible that PCB-containing light ballasts are present, though this was not confirmed during the July 11, 2024, site reconnaissance visit. Further, given the historical operations by PGE and known storage of PCB-containing transformers, the potential exists for residual PCB-containing materials to be present. |
| Stains or corrosion                                    | X                        |    | Minor staining was observed inside the Global Food Truck automotive shop. Corrosion is noted on 55-gallon drums (with unknown contents) stored in outdoor areas on the southern portion of the Property.<br><br>Given the poor housekeeping documented previously, including the degree of chemical storage and refuse present throughout the Property, it is possible additional areas of staining or corrosion exist.    |
| Drains or sumps                                        | X                        |    | The current Property owner, Wayne Weigandt, identified a catch basin in the Global Food Trucks automotive shop, near the roll-up door. According to Wayne Weigandt, the catch basin is 1-foot-deep, has been plugged up for many years, is non-salvageable, and is currently covered.                                                                                                                                      |
| Pits, ponds, or lagoons                                |                          | X  | None observed or noted by the current Property owner, Wayne Weigandt.                                                                                                                                                                                                                                                                                                                                                      |
| Stained soil or pavement                               | X                        |    | Stains of various size and discoloration were observed primarily on the southern portion of the Property, in the RV and boat storage yard.                                                                                                                                                                                                                                                                                 |
| Stressed vegetation                                    | X                        |    | The vegetation on and around the property is somewhat stressed and very dry. It is assumed that has been caused by the recent, and consistent, hot weather.                                                                                                                                                                                                                                                                |
| Solid waste                                            | X                        |    | Solid waste is found in the building and throughout the RV and boat storage yard. Wastes observed include rusty drums, totes, various building materials, refuse and trash debris, scrap metal, wood, and car parts.                                                                                                                                                                                                       |
| Wastewater                                             | X                        |    | The Property is served by the City of St. Helens municipal wastewater system.                                                                                                                                                                                                                                                                                                                                              |

| Feature        | Observed on the Property |    | Notes                                                                                                                                             |
|----------------|--------------------------|----|---------------------------------------------------------------------------------------------------------------------------------------------------|
|                | Yes                      | No |                                                                                                                                                   |
| Stormwater     | X                        |    | The Property owner, Wayne Weigandt, identified a City of St. Helens storm drain covered by a metal plate on the southwest corner of the Property. |
| Wells          |                          | X  |                                                                                                                                                   |
| Septic systems |                          | X  |                                                                                                                                                   |

## 3 User-Provided Information

MFA provided a Client/User Questionnaire to the Client. Appendix E includes a copy of the completed form. The Client is the user of this Phase I ESA.

### 3.1 Land Title Records

Title records were not provided for review.

### 3.2 Environmental Liens or Activity and Use Limitations

Based on reviewed records, groundwater use for consumptive or non-consumptive purposes is prohibited at the Property. A risk assessment must be prepared and submitted to the Oregon Department of Environmental Quality (DEQ) for review and approval prior to any groundwater use (see additional discussion in Section 4.2).

### 3.3 Specialized Knowledge

The Client provided no specialized knowledge regarding the Property.

### 3.4 Commonly Known or Reasonably Ascertainable Information

The Client did not provide any information, commonly known in or reasonably ascertainable from the local community, that is relevant to RECs in connection with the Property.

### 3.5 Valuation Reduction for Environmental Issues

The Client has determined that the purchase price has not been affected by the presence of contamination.



## 3.6 Owner, Property Manager, and Occupant Information

According to Wayne Weigandt, the current Property owner, Shields occupies the northern and western portions of the Property, while Global Food Trucks occupies the southern portion of the Property.

## 3.7 Reason for Performing Phase I ESA

The Client reported that the purpose of this Phase I ESA is to perform due diligence in preparation for purchasing the Property for development.

# 4 Records Review

## 4.1 Standard Environmental Record Sources

MFA contracted EDR to search state and federal agency record sources for information regarding the Property and sites near the Property. MFA searched all databases using the standard approximate minimum search distances specified in ASTM E1527-21 or the search distances used by EDR, if those are greater. The following table shows the sites identified by this database search. MFA also researched a list of orphan sites with inadequate address information for mapping; orphan sites found to be within the appropriate search radii are also included in this table. The EDR-generated report is provided in Appendix D.

| Databases Searched                                                                                                                    | Sites Listed    |        |
|---------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------|
|                                                                                                                                       | EDR<br>GeoCheck | Orphan |
| <b>Approximate Minimum Search Distance: 1 Mile from Property Boundary</b>                                                             |                 |        |
| EPA National Priorities List (NPL) Sites                                                                                              | 0               | 0      |
| Federal Resource Conservation and Recovery Act (RCRA) Facilities Undergoing Corrective Action                                         | 1               | 0      |
| DEQ Environmental Cleanup Site Information (ECSI)                                                                                     | 21              | 3      |
| State and/or Tribal Equivalent NPL                                                                                                    | 5               | 0      |
| <b>Approximate Minimum Search Distance: 0.5 Miles from Property Boundary</b>                                                          |                 |        |
| Superfund Enterprise Management System (SEMS) or EPA's Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) | 0               | 1      |
| SEMS Archive or CERCLA No Further Remedial Action Planned                                                                             | 0               | 1      |
| Federal Delisted NPL                                                                                                                  | 0               | 0      |
| RCRA Information System Non-CORRACTS Treatment, Storage, and Disposal                                                                 | 0               | 0      |
| Federal CERCLA Removals and CERCLA Orders                                                                                             | 0               | 0      |
| State and/or Tribal Hazardous Waste Facilities                                                                                        | 26              | 0      |
| State and/or Tribal Leaking UST (LUST)                                                                                                | 25              | 2      |
| State and/or Tribal SEMS Equivalent, Voluntary Cleanup Sites, and Brownfield Sites                                                    | 4               | 0      |

| Databases Searched                                                            | Sites Listed |        |
|-------------------------------------------------------------------------------|--------------|--------|
|                                                                               | EDR GeoCheck | Orphan |
| State and/or Tribal Landfill and Solid Waste Disposal Sites                   | 0            | 0      |
| Federal Engineering or Institutional Control Sites                            | 0            | 0      |
| State and/or Tribal Engineering or Institutional Control Sites                | 1            | 0      |
| <b>Approximate Minimum Search Distance: 0.25 Miles from Property Boundary</b> |              |        |
| EPA RCRA Large-Quantity Generator                                             | 0            | 0      |
| EPA RCRA Small-Quantity Generator                                             | 0            | 0      |
| State and/or Tribal UST Database                                              | 8            | 0      |
| State and/or Tribal AST Database                                              | 3            | 0      |
| <b>Approximate Minimum Search Distance: Target Property</b>                   |              |        |
| Federal Emergency Response Notification System                                | 0            | 0      |
| Underground Injection Control Program                                         | 0            | 0      |

Based on the review of EDR's report, MFA identified the following sites for further review of their potential to impact the Property (discussed further in Section 4.2):

- **PGE St. Helens** (the Property) (located at 1771 Columbia Boulevard) is listed in the DEQ's UST and LUST databases. The Property was historically operated by PGE. According to DEQ's LUST database,<sup>2</sup> a LUST containing unleaded gasoline was discovered during site assessment activities on October 23, 2003. Environmental records for the Property were obtained through regulatory online databases. The Property is discussed further in Section 4.2.
- **Eaton's Tire & Used Car Center/Marvin's Union Service** (located at 1780 Columbia Boulevard, approximately 70 feet northwest and inferred upgradient of the Property) is listed in DEQ's UST, LUST, ECSI (Site ID 5033), and Voluntary Cleanup Program databases, and EDR's Hist Auto database. This site is operated as a used car sales and repair business. According to the EDR report, the site operated as a gasoline service station between at least 1969 and 1971. Environmental records for this site were obtained through regulatory online databases. This site is discussed further in Section 4.2.
- **Valpiani, Terry LLC** (located at 114 N 17th Street, approximately 100 feet northeast and inferred upgradient of the Property) is listed in DEQ's LUST database. According to DEQ's LUST database,<sup>3</sup> a LUST containing heating oil was discovered during decommissioning on June 4, 2012. The cause of the release was identified as tank corrosion and impacted environmental media was limited to soil. The size of the tank and volume of heating oil released were not identified in reviewed documents. Unspecified soil cleanup activities were completed on July 26, 2012, and DEQ lists the project status as closed. Given the release was limited to soil which was remediated, this site appears unlikely to have impacted the Property.
- **McDonald, I HOT** (located at 234 South 17th Street, approximately 260 feet southeast and inferred downgradient of the Property) is listed in DEQ's LUST database. According to DEQ's LUST database,<sup>4</sup> a LUST containing heating oil was discovered during site assessment activities on June 11, 1996. The cause of the release, size of the tank, and volume of heating oil released were not identified in reviewed documents. Impacted environmental media was noted to be soil, and a risk-based evaluation was completed on August 23, 2004. DEQ lists the project status as

<sup>2</sup> <https://www.deq.state.or.us/lq/tanks/lust/LustPublicList.asp>. Accessed June 21, 2024.

<sup>3</sup> Ibid. Accessed June 21, 2024.

<sup>4</sup> Ibid. Accessed June 21, 2024.

closed. Given the release was limited to soil and the inferred downgradient position of this site, this site appears unlikely to have impacted the Property.

- **Cascade Cleaner/Johnstun's Drycleaners/Royal Quick Clean Laundromat** (located at 1805 Saint Helens Street, approximately 330 feet northwest and inferred cross-gradient of the Property) is listed in DEQ's ECSI (Site IDs 5833 and 5893) and EDR's DRYCLEANERS databases. This site was historically operated as a dry cleaner (since at least 1993) and more recently as a laundromat and commercial business space. Environmental records for this site were obtained through regulatory online databases. This site is discussed further in Section 4.2.
- **Ackerman, Steve/Heating Oil Tank** (located at 145 South 19th Street, approximately 400 feet southwest and inferred downgradient of the Property) is listed in DEQ's LUST database. According to DEQ's LUST database,<sup>5</sup> a LUST containing heating oil was discovered during decommissioning activities on May 1, 2000. The cause of the release, size of the tank, and volume of heating oil released were not identified in reviewed documents. Impacted environmental media was noted to be soil, and an unspecified soil cleanup was completed on November 28, 2000. DEQ lists the project status as closed. The site is approximately 400 feet away southwest (and inferred downgradient) of the Property, impacted environmental media was limited to soil, and soil cleanup activities were completed, resulting in a closed status noted by DEQ. Taken together, this site appears unlikely to have impacted the Property.
- **Hi-School Pharmacy** (located at 135 South Columbia River Highway, approximately 1,050 feet west and inferred cross-gradient of the Property) is listed in DEQ's LUST and ECSI (Site ID 1769) databases. According to DEQ's LUST database,<sup>6</sup> a LUST containing diesel was discovered during decommissioning activities on April 5, 1996. DEQ noted that impacted environmental media included groundwater. Environmental records for this site were obtained through regulatory online databases. This site is discussed further in Section 4.2.

The remaining sites have no reported releases, have reported that cleanup is complete, have received No Further Action (NFA) determinations from DEQ, or have little potential to impact the Property, based on their proximity or elevation in relation to the Property.

## 4.2 Regulatory File Review

MFA accessed regulatory documents and environmental reports for other nearby sites through DEQ and EPA's online databases. Selected documents obtained from the regulatory file review are provided in Appendix F and are summarized below.

- **PGE St. Helens (the Property)**. The Property was historically operated by PGE as a yard and office space that included onsite storage of PCB-containing transformers. On October 23, 2003, a petroleum release was identified during site assessment activities and reported to DEQ. Sometime prior to discovery, four 2,000-gallon abandoned USTs containing gasoline were decommissioned in place with sand and water.<sup>7</sup> On May 3, 2004, the four USTs were removed and recycled at an off-Property location. Approximately 180 tons of petroleum-contaminated soil (PCS) were removed from within or around the USTs and disposed at Hillsboro Landfill. Approximately 3,747 gallons of oily water were removed from the USTs and approximately 9,648 gallons of oily water were removed from the excavation area. All oily water was transported off-Property for treatment and disposal.

<sup>5</sup> Ibid. Accessed June 21, 2024.

<sup>6</sup> Ibid. Accessed June 21, 2024.

<sup>7</sup> The date of in-place decommissioning was not identified in reviewed documents.



Confirmation soil samples were collected and analyzed for total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), and total lead. Confirmation soil sample results generally indicated low-level contamination, with most constituents below laboratory method reporting limits (MRLs). Groundwater was encountered in the excavation and groundwater samples revealed low level detections of ethylbenzene, total xylenes, and naphthalene. All other VOC, PAH, and dissolved lead concentrations were below laboratory MRLs. On a separate portion of the Property, a 4,000-gallon gasoline UST and 4,000-gallon diesel UST were decommissioned in November 1989. Confirmation soil samples indicated low-level contamination, with most constituents below laboratory MRLs. Groundwater was encountered in the tank excavation and low-level contamination was identified in reconnaissance groundwater samples, with most contaminants detected below laboratory MRLs.

A risk-based evaluation was performed and DEQ concluded that surface soil direct contact, soil vapor to outdoor air, and soil vapor to indoor air are complete pathways at the Property. However, for residential and occupational exposure scenarios, soil concentrations were below risk-based concentrations (RBCs) (published in 2003). Based on a limited review of available data, soil concentrations remain below DEQ's current (updated in 2023) RBCs for occupational soil ingestion, dermal contact, and inhalation. However, in the absence of soil vapor data, the potential exists for vapor intrusion into the building which may pose unacceptable risks to building occupants. Further, though contaminant concentrations in groundwater are below DEQ occupational RBCs for groundwater vapor intrusion, ethylbenzene and diesel-range TPH exceed DEQ residential RBCs for groundwater vapor intrusion, further highlighting the potential for vapor intrusion by subsurface contamination beneath the Property. Concentrations of ethylbenzene, naphthalene, and diesel-range TPH in groundwater exceed DEQ's current RBCs for occupational ingestion and inhalation from tap water.

On March 7, 2005, DEQ issued an NFA determination for the Property subject to the following condition:

NO USE SHALL BE MADE OF THE GROUNDWATER AT THE PROPERTY, BY EXTRACTION THROUGH WELLS OR BY OTHER MEANS THAT INVOLVES CONSUMPTION OR NON-CONSUMPTIVE USE OF THE GROUNDWATER. THIS PROHIBITION SHALL NOT APPLY TO EXTRACTION OF GROUNDWATER ASSOCIATED WITH TEMPORARY DEWATERING ACTIVITIES RELATED TO THE INSTALLATION OF SEWERS OR UTILITIES AT THE PROPERTY. SHOULD GROUNDWATER USE BE PROPOSED, A RISK ASSESSMENT MUST BE CONDUCTED AND SUBMITTED TO DEQ FOR REVIEW AND APPROVAL PRIOR TO THE EXTRACTION OF ANY GROUNDWATER.

- **Eaton's Tire & Used Car Center/Marvin's Union Service.** This site was historically operated as an automotive service and repair facility. Between 2008 and 2010, environmental investigations were completed at the site, which identified contamination in a gravel parking lot where vehicles and other materials were stored. Shallow soil sampling identified TPH, PAH, and lead contamination. Between 2008 and 2009, two soil removal actions were performed, whereupon approximately 100 cubic yards of contaminated soil were excavated and transported to the Hillsboro Landfill. Post-removal sampling indicated residual petroleum and metal concentrations below occupational RBCs at the time of the evaluation. A risk-based evaluation noted that lead concentrations in soil exceed residential direct-contact RBCs but were below occupational direct-contact RBCs.

On August 13, 2010, DEQ issued a conditional NFA for the site, contingent on the site use remaining commercial or industrial. DEQ noted that site soils contain low-level contamination not

suitable for residential exposure and that redevelopment would require a DEQ-approved contaminated media management plan to guide soil-disrupting activities. Given that contamination is limited to soil, no groundwater impacts were noted, and that DEQ issued a conditional NFA for the site, this site appears unlikely to have impacted the Property.

- **Cascade Cleaner/Johnstun's Drycleaners/Royal Quick Clean Laundromat.** This site includes an approximately 2,500-square-foot building built sometime between 1983 and 1996 and divided into retail space, a former dry cleaner location, and office spaces. In 2011, a sub-slab vapor investigation identified tetrachloroethene concentrations up to 52,000 micrograms per cubic meter. In October 2013, additional site investigation activities included sub-slab vapor and indoor air sample collection. Chlorinated VOCs, including tetrachloroethene, were detected at concentrations generally near or slightly above for likely exposure pathways in each of the sub-slab vapor and indoor air samples. Between December 2013 and March 2014, interim remedial actions including installation of two sub-slab vapor collection pits, concrete sealing, and installation of vent fans were performed at the site. These actions reduced chlorinated VOC concentrations below occupational RBCs at the site. On May 22, 2014, DEQ issued an NFA for the site, noting that remedial actions lowered chlorinated VOC concentrations below DEQ RBCs for occupational and urban residential exposure. Given that this site is approximately 330 feet northwest, that groundwater impacts were not noted, and that soil vapor impacts were mitigated through interim remedial actions resulting in an NFA from DEQ, this site appears unlikely to have impacted the Property.
- **Hi-School Pharmacy.** According to DEQ, three USTs were encountered during Highway 30 right-of-way construction activities. On April 9, 1996, the tanks were decommissioned by removal and recycled offsite. Approximately 1,415 cubic yards of PCS was excavated and disposed offsite. Approximately 1,040 gallons of oily- and rinse water were removed from the USTs and disposed offsite, while approximately 21,000 gallons of pit water was pumped from the excavation, aerated onsite in temporary holding tanks, and discharged to the City sanitary sewer. Confirmation sampling identified diesel concentrations beneath Highway 30 below DEQ RBCs for construction workers. Further, diesel contamination was identified in soils beneath the Hi-School Pharmacy parking lot, but contamination was below DEQ RBCs at that time. A groundwater monitoring well was installed in the parking lot and four quarters of monitoring were performed. DEQ noted that all measured contaminant concentrations in groundwater were below the most stringent RBCs for all exposure pathways. Based on these results, DEQ issued an NFA for the site on August 8, 2005. Given this site is over 1,000 feet west and inferred cross-gradient of the Property, and that groundwater monitoring revealed contaminant concentrations below the most stringent RBCs at the time, this site appears unlikely to have impacted the Property.

### 4.3 Historical Use Information about Property and Adjoining Properties

MFA used the following information sources to obtain historical use(s) information.

#### 4.3.1 Historical Aerial Photographs Review

MFA obtained aerial photographs of the Property from EDR and reviewed the photographs to identify historical changes to the Property and its historical uses, if any (see Appendix G).

# EXHIBIT E

| Year of Image | Observations                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1938          | Aerial photograph resolution is low. The Property is developed with residential dwellings and commercial buildings visible in this aerial photograph. The immediate surrounding properties in all directions are similarly developed, with historical dry cleaning and auto service use, while some properties remain undeveloped.                                                                                                    |
| 1951          | The Property has been developed, with residential dwellings and commercial buildings visible in this aerial photograph. The immediate surrounding properties in all directions are similarly developed, with primarily commercial properties to the north of the Property, and residential properties to the south. Surrounding roads have been widened and paved to the north of the Property.                                       |
| 1956          | Aerial photograph resolution is very low. Features of the Property, adjacent properties, and surrounding area are not discernible based on the photograph quality.                                                                                                                                                                                                                                                                    |
| 1960          | Aerial photograph resolution is low, though the Property, adjacent properties, and surrounding area appear relatively unchanged compared to the 1951 photograph.                                                                                                                                                                                                                                                                      |
| 1964          | The Property and adjacent properties to the west, north, and east are relatively unchanged compared to the 1951 photograph. The Property has at least two large commercial buildings, and a few residential dwellings to the south. New residential and commercial buildings have been constructed in the surrounding area, particularly areas north and south of the Property.                                                       |
| 1970          | The Property and adjacent properties to the west, north, and east are relatively unchanged compared to the 1964 photograph. The two commercial buildings are no longer visible in the photograph. Further residential construction (i.e., new structures) are visible on the adjacent properties to the south.                                                                                                                        |
| 1977          | The resolution of this photograph is low. The Property and adjacent properties to the west, north, and east appear unchanged compared to the 1970 photograph.                                                                                                                                                                                                                                                                         |
| 1981          | The resolution of this photograph is very low and features on the Property cannot be readily discerned. The adjacent properties appear relatively unchanged compared to the 1977 photograph.                                                                                                                                                                                                                                          |
| 1990          | The resolution of this photograph is very low and features on the Property cannot be readily discerned. The Property has one large commercial building, and the residential dwellings appear to have been demolished. The adjacent properties appear relatively unchanged compared to the 1981 photograph.                                                                                                                            |
| 1994          | The resolution of this photograph is low. The Property and adjacent properties to the west, north, and east appear unchanged compared to the 1990 photograph.                                                                                                                                                                                                                                                                         |
| 1995          | The Property is developed with a large commercial building visible in this aerial photograph. The immediately adjacent properties to the west, north, and east are similarly developed with mixed use commercial properties. Multiple small structures or dwellings on the southern portion of the Property are no longer visible. The adjacent properties to the south are developed with residential dwellings or small structures. |
| 2000          | The Property, adjacent properties, and surrounding area appear unchanged compared to the 1995 photograph.                                                                                                                                                                                                                                                                                                                             |
| 2006          | The Property is developed with a large commercial building visible in this aerial photograph. The immediately adjacent properties to the west, north, and east are similarly developed with mixed use commercial properties.                                                                                                                                                                                                          |
| 2009          | The Property, and the commercial building on the Property appears to be unchanged from the 2006 photograph, however, the commercial building is now square, with a portion possibly demolished. The south end of the Property is being used for automotive storage.                                                                                                                                                                   |
| 2012          | The resolution of this photograph is low. The Property and adjacent properties to the west, north, and east appear unchanged compared to the 2009 photograph.                                                                                                                                                                                                                                                                         |

| Year of Image | Observations                                                                                                                                                                    |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2016          | The Property, and the commercial building on the Property appears to be unchanged from the 2006 photograph. The south end of the Property is being used for automotive storage. |
| 2020          | The Property, and the commercial building on the Property appears to be unchanged from the 2006 photograph. Much of the Property appears to be used for automotive storage.     |

### 4.3.2 Historical Topographic Maps

EDR provided historical topographic maps for the area for 1943, 1954, 1970, 1975, 1995, 2014, 2017, and 2020 (see Appendix H). The oldest topographic maps show the Property within the developed downtown portion of St. Helens adjacent to the Columbia River. Gradual development of the surrounding area, particularly to the west, is apparently in later topographic maps. The available topographic maps do not provide additional details beyond what is ascertained through review of other documents for the Property.

### 4.3.3 Sanborn Map Review

MFA requested SFIMs from EDR. MFA reviewed SFIMs to identify historical changes to the Property and the Property's historical uses, if any (see Appendix I).

| Year of Map | Observations                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1921        | A public hall and dwelling are identified on the Property. Churches are present on properties to the north and west, and several dwellings are visible on adjacent properties to the north and south.                                                                                                                                                                                                                                                                                    |
| 1939        | Overall, the area is more developed compared to the 1921 SFIM. A structure labeled "HALL" is visible on the northeast portion of the Property, and several dwellings are visible on and adjacent to the Property. Churches are still visible on the properties to the north and west. On the adjacent property to the north, an automobile service station with a building labeled "GAS & OIL" is present.                                                                               |
| 1948        | An apparent automobile repair facility, with buildings labeled "AUTO REPG" and "GAS & OILS" is present on the northwest portion of the Property, as is the "HALL" and multiple dwellings. Another apparent automobile repair facility is visible to the east. The "GAS & OIL" automobile service station and church are visible to the north. Dwellings are visible to the south of the Property. To the west, an automobile tire service station and dry cleaning facility are visible. |
| 1957        | The Property appears largely unchanged compared to the 1948 SFIM. The automobile repair facility is still present to the east. Dwellings are visible to the northeast, southeast, south, and southwest. The auto service station and church are still present to the north, while the automobile tire service station and dry cleaning facility are present to the west.                                                                                                                 |

### 4.3.4 City Directories

EDR provided city directories for 1992, 1995, 2000, 2005, 2010, 2014, 2017, and 2020 (see Appendix J). Based on the 1995 and 2000 city directories, PGE is the listed occupant of the Property. In 2014, the Property is occupied by Thrifters Marketplace. In 2020, the Property is occupied by All



Fab Engineering.<sup>8</sup> The surrounding properties are occupied by individuals (i.e., residences) or commercial or light industrial businesses, as described previously.

## 4.4 Prior Environmental Reports or Other Helpful Documents for Property

MFA requested prior environmental reports and other helpful documents from the Property owner, key site manager, and user (see Sections 3 and 5 for further information about the people MFA contacted). Appendix K outlines the types of documents requested. The Property owner provided a previous Phase I ESA (see Appendix C), the details of which are summarized below.

In February 2006, 3 Kings performed a Phase I ESA for the Property. As described in Section 4.2, 3 Kings noted that six USTs were previously decommissioned at the Property with associated PCS and oil water off-Property disposal. 3 Kings further noted that during PGE's operations, transformers were stored on the Property. 3 Kings noted that at least one spill of a relatively small amount of PCB-containing transformer oil occurred, impacting on-Property storm drains. 3 Kings noted that the spill was cleaned up, but specific details were not provided. In May 2004, PGE collected 28 surface soil samples on the southern portion of the Property, where transformer storage and the prior spill had occurred. The samples were analyzed for PCBs, but PCBs were not detected in any samples. Based on these results, 3 Kings concluded that the potential for adverse environmental conditions due to transformer storage on the Property is relatively low.

# 5 Interviews

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## 5.1 Interview with Property Owner and Key Site Manager

Gina Baragona contacted Wayne Weigandt, the current Property owner, for general and site-specific information regarding the Property. For the purposes of this report, Wayne Weigandt is also considered the key site manager for the Property. On July 11th, 2024, Wayne Weigandt indicated that, to their knowledge, there were no pending, threatened, or past litigation or administrative proceedings relevant to hazardous substances or petroleum products on the Property. They were aware of no notices from any government agency regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products relative to the Property. According to Wayne Weigandt, there are no environmental liens on the Property.

## 5.2 Interview with Current Occupant

At the request of the current Property owner, Wayne Weigandt, MFA was prohibited from interviewing the current occupants of the Property.

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<sup>8</sup> The Property is not listed in the 2005, 2010, and 2017 city directories.

### 5.3 Interviews with Previous Operators, Owners, and Occupants

Contact information for previous operators, owners, and occupants was not provided.

### 5.4 Interview with State and/or Local Government Officials

On June 28, 2024, Justin Hansen interviewed Mark Pugh with DEQ for information regarding the Property and surrounding area. Mark Pugh is the DEQ site manager for the Former Cascade Cleaners Site (ECSI IDs 5833 and 5893) located approximately 330 feet northwest of the Property. Mark Pugh did not provide any information significant to this report regarding the Property or surrounding area.

### 5.5 Interviews with Owners or Occupants of Adjoining or Nearby Properties

ASTM E1527-21 requires interviews with owners or occupants of nearby properties for abandoned properties and properties that have evidence of potential unauthorized uses or evidence of uncontrolled access. Adjoining properties do not fit this description; therefore, MFA did not conduct interviews of these neighbors.

## 6 Findings and Opinions

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### 6.1 Recognized Environmental Conditions

ASTM E1527-21 defines RECs as (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.

MFA did not identify any RECs for the Property.

### 6.2 Historical Recognized Environmental Conditions

ASTM E1527-21 defines historical RECs (HRECs) as a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations).

MFA did not identify any HRECs for the Property.

## 6.3 Controlled Recognized Environmental Conditions

ASTM E1527-21 defines controlled RECs (CRECs) as a REC affecting the subject property addressed to the satisfaction of the applicable regulatory authority or authorities, with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls.

MFA identified the following CREC for the Property:

- **Groundwater Contamination.** During UST decommissioning at the Property, groundwater contamination was identified. Concentrations of ethylbenzene, naphthalene, and diesel-range TPH exceed current (as of this report) DEQ RBCs for occupational ingestion and inhalation from tap water. Groundwater is not currently used as a drinking water source and cannot be used for any consumptive or non-consumptive reason based on a conditional NFA with DEQ.

Concentrations of ethylbenzene and diesel-range TPH also exceed current (as of this report) DEQ residential RBCs for vapor intrusion from groundwater. Presently, the Property is used for commercial and light industrial purposes, and contaminant concentrations in groundwater were reported to be below DEQ RBCs for vapor intrusion for occupational receptors. Currently, groundwater contamination is considered a CREC for the Property because groundwater cannot be used for any consumptive or non-consumptive purpose, and because residential receptors will not be exposed to concentrations of ethylbenzene and diesel-range TPH above DEQ RBCs for groundwater vapor intrusion under current use conditions.

Changes to these use conditions (e.g., redeveloping the Property for mixed-use residential and commercial spaces and/or contamination identified during redevelopment activities) may impact whether groundwater contamination remains controlled and therefore protective of receptors. In those instances, additional investigation may be warranted (see Data Gaps and Recommendations below).

## 6.4 De Minimis Conditions

A de minimis condition, as defined by ASTM E1527-21, generally does not present a threat to human health or the environment and generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. An identified de minimis condition is neither a REC nor a CREC.

MFA identified the following de minimis conditions for the Property:

- **PCB-Containing Equipment Storage.** Based on reviewed documents, the Property was previously operated as an office and yard space by PGE from at least the mid-1990s to early 2000s. According to a 2006 Phase I ESA, PGE historically stored transformers on the Property. At least one spill of PCB-containing transformer oil occurred on the Property, impacted storm drains, and was reported to have been cleaned up. In May 2004, PGE collected 28 surface soil samples on the southern portion of the Property, where transformer storage and the prior spill occurred. PCBs were analyzed for and were non-detect in all samples. In 1979, EPA banned PCBs from non-enclosed applications,<sup>9</sup> though transformers and capacitors manufactured before that time may contain PCBs.
- **Chemical and Waste Handling and Storage.** Several chemicals used or generated during onsite operations are present at the Property. On the northern and western portions of the on-Property

<sup>9</sup> <https://www.epa.gov/pcbs/learn-about-polychlorinated-biphenyls>. Accessed June 28, 2024.

building, various glues, grouts, flooring tiles, and other unidentified or unlabeled chemicals are present in support of flooring manufacturing operations. On the southern portion of the Property, hazardous substances and petroleum products associated with auto conversion operations are present in quantities ranging from less than 1-gallon up to 55-gallon drums. Air gas tanks, drums, car batteries, paints and primers, and chemicals in support of welding operations are present in the auto shop. Poor housekeeping (e.g., accumulated refuse debris, chemicals without adequate secondary containment) is noted throughout the on-Property building. In uncovered outdoor areas, 55-gallon drums with evidence of corrosion are visible. Significant trash and refuse debris, scrap metal, wood, and car parts associated with auto conversion operations are present in outdoor areas. The full extent of chemical use and storage could not be fully documented during MFA's July 11, 2024, site reconnaissance visit.

## 6.5 Data Gaps

MFA identified the following data gaps for the Property:

- **Potential Subsurface Features.** A review of historical information, including Sanborn Fire Insurance Maps, indicated that residential dwellings and a structure labeled "HALL" were historically present on the Property. Infrastructure associated with these uses (for example, septic systems or underground heating oil tanks and associated piping) may still be present beneath the Property. Further, six USTs were decommissioned at the Property, and it is unclear through reviewed records whether all associated piping and/or impacted material, such as stained soil, were fully removed. In the absence of relevant removal records, this is considered a significant data gap for potential future observation and investigation during demolition and redevelopment (see Recommendations below).
- **Potential Soil Vapor Impacts.** Following UST decommissioning, residual contaminant concentrations were noted to be present in soil at the Property below current DEQ RBCs for occupational soil ingestion, dermal contact, and inhalation. However, current RBCs are unavailable for vapor intrusion from soil contamination to indoor air, and, in the absence of soil vapor analytical data, MFA is unable to screen data of volatile substances remaining in soil (such as naphthalene and xylenes) to vapor intrusion screening criteria. Based on the low concentrations reported to remain in soil and the length of time that has passed since sampling was conducted (allowing for natural attenuation), the remaining residual concentrations in soil that were reported to DEQ related to this UST decommissioning, have a low potential to cause soil vapor levels above current vapor intrusion RBCs. Therefore, this data gap is not considered to be significant, but any observations beyond those as described in the DEQ NFA letter may be of concern (see Recommendations below)

## 6.6 Recommendations

MFA identified the following recommendation for the Property:

- **Focused Soil Vapor Investigation.** As described above, residual contaminant concentrations were reported to remain in soil and groundwater beneath the Property in relation to UST decommissioning activities in 2004. Further, residual subsurface features associated with prior uses of the Property may still be present.

While soil concentrations are below DEQ RBCs for occupational ingestion, dermal contact, and inhalation, if impacts remain beyond those conditions report in the DEQ NFA letter then the potential exists for vapor intrusion to impact indoor air quality and pose unacceptable risks to



occupational users of the current building or future buildings. Though groundwater concentrations are reported to be below DEQ occupational RBCs for vapor intrusion from groundwater, ethylbenzene and diesel-range TPH concentrations were reported to be above DEQ residential RBCs for vapor intrusion, providing a further line of evidence that subsurface conditions have the potential to adversely impact indoor air quality. Further investigation is then warranted if the Property is proposed for residential use and/or if environmental impacts are identified during redevelopment of the Property (e.g., stained soil).

## 6.7 Activity Use Limitations Compliance

MFA identified the following activity use limitation for the Property:

- **Groundwater Use.** On March 7, 2005, the Property received an NFA determination from DEQ following UST decommissioning, excavation, and confirmation sampling activities. However, the NFA prohibits groundwater use (for both consumptive and non-consumptive purposes) without performing and submitting a risk assessment to DEQ for review and approval. Therefore, groundwater use is considered an activity use limitation at the Property.

## 6.8 Statement of Environmental Professionals Conducting Phase I Environmental Site Assessment

Former Portland General Electric Yard

1771 Columbia Boulevard, St. Helens, Oregon 97051

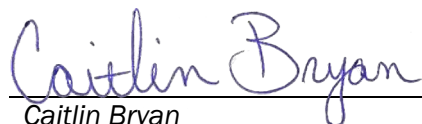
*The material and data in this report were prepared under the supervision and direction of the undersigned.*

*Maul Foster & Alongi, Inc.*



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Justin Hansen  
Project Environmental Scientist



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Caitlin Bryan  
Principal Environmental Scientist

We declare that, to the best of our professional knowledge and belief, we meet the definition of environmental professional as defined in §312.10 of 40 CFR 312. We have the specific qualifications based on education, training, and experience to assess a property of the nature,

history, and setting of the subject property. We have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

## 7 Conclusions

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MFA has conducted a Phase I ESA, in conformance with the scope and limitations of ASTM E1527-21 of 1771 Columbia Boulevard, St. Helens, Oregon 97051, the Property. MFA describes any exceptions to, or deviations from, this practice in Section 1 of this report.

The Phase I ESA revealed the following CREC and data gaps in connection with the Property:

- **CREC:** Groundwater contamination with concentrations above current DEQ RBCs.
- **Data gaps:** Potential remaining subsurface features and/or impacted soil associated with historical uses of the Property.

# Limitations

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The services undertaken in completing this report were performed consistent with generally accepted professional consulting principles and practices. No other warranty, express or implied, is made. These services were performed consistent with our agreement with our Client. This report is solely for the use and information of our Client unless otherwise noted. Any reliance on this report by a third party is at such party's sole risk.

Opinions and recommendations contained in this report apply to conditions existing when services were performed and are intended only for the Client, purposes, locations, time frames, and project parameters indicated. We are not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. We do not warrant the accuracy of information supplied by others, or the use of segregated portions of this report.

The purpose of an environmental assessment is to reasonably evaluate the potential for or actual impact of past practices on a given site area. In performing an environmental assessment, it is understood that a balance must be struck between a reasonable inquiry into the environmental issues and an exhaustive analysis of each conceivable issue of potential concern. The following paragraphs discuss the assumptions and parameters under which such an opinion is rendered.

No investigation is thorough enough to exclude the presence of hazardous materials at a given site. If hazardous conditions have not been identified during the assessment, such a finding should not, therefore, be construed as a guarantee of the absence of such materials on the site, but rather as the result of the services performed within the constraints of the agreed-upon scope, limitations, and costs.

Environmental conditions that cannot be identified by visual observation may exist at the site. Where subsurface work was performed, our professional opinions are based in part on interpretation of data from discrete sampling locations that may not represent actual conditions at unsampled locations.

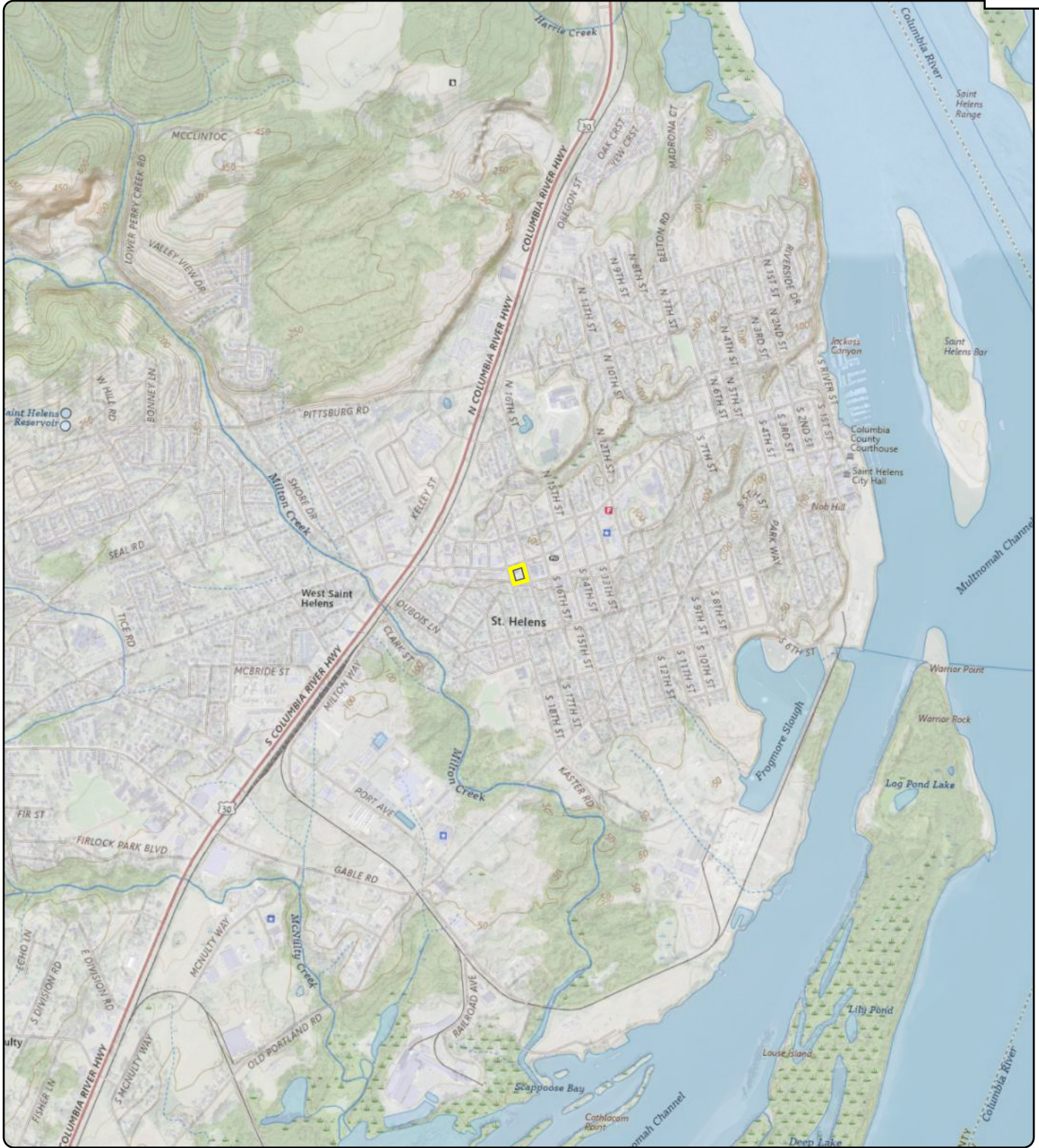
Except where there is express concern by our Client, or where specific environmental contaminants have been previously reported by others, the presence of naturally occurring toxic substances, potential environmental contaminants inside buildings, or contaminant concentrations that are not of current environmental concern may not be reflected in this document.

# Figures

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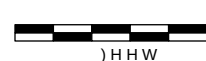


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EXHIBIT E

Item #9.



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March 12, 2025

Otak, Inc.  
808 SW Third Avenue, Suite 800  
Portland, OR 97204

Attn: David Lintz

**Re: Proposal for Hazardous Building Materials Survey  
St. Helens Police Station  
1771 Columbia Boulevard  
St. Helens, Oregon  
CWE Project: Otak-3-02-3**

## INTRODUCTION

Columbia West Engineering, Inc. (Columbia West) is pleased to provide this proposal to conduct a hazardous building materials survey (HBMS) of the St. Helens Police Station site located at 1771 Columbia Boulevard in St. Helens, Oregon (subject property). It is our understanding that the subject property is approximately 50,000 square feet and consists of Columbia County tax lots 4N1W-4CA-20900, 21000, 21100, 21200, 21300, and 21400. The subject property is currently developed with a single-story commercial building that encompasses approximately 5,100 square feet.

We understand the proposed development will likely consist of construction of an 11,500-square-foot police station with associated asphalt concrete-paved parking areas and utilities. The existing structure located on the subject property will be demolished as part of the planned development.

## SCOPE OF SERVICES

The HBMS will include surveys for asbestos-containing materials (ACM) and lead-based paint (LBP) and a universal waste evaluation. The specific scope of services for the HBMS is presented below.

### PRE-CONSTRUCTION ACM SURVEY

The purpose of the pre-construction ACM survey is to provide an evaluation of the interior and exterior portions of the existing structure for the potential presence of asbestos in suspect materials. The pre-construction ACM survey will be conducted in general accordance with ASTM E2356-18, Standard Practice for Comprehensive Building Asbestos Surveys. For this project, the proposed scope of services is consistent with the requirements of a pre-construction survey in anticipation of future demolition of the existing structure where a baseline survey has not been conducted and there is no or insufficient information as to the existence of ACM within the planned limits of construction. The pre-construction survey requires destructive testing if concealed spaces are to be breached during construction.



The survey will be conducted by personnel certified under the U.S. Environmental Protection Agency's (EPA's) Asbestos Hazard Emergency Response Act program and will include the following:

- Review available permits and online property information to verify building conditions and construction details.
- Review any previously completed HBMS reports for the existing structure, as available and provided by Otak.
- Conduct an initial reconnaissance of the existing structure to verify building construction and layout, verify building mechanical components, measure building dimensions, and gather additional information to develop an appropriate sampling plan.
- Develop an ACM sampling plan based on the initial building reconnaissance and review of the floor plans and/or previous HBMS reports.
- Collect up to 30 samples of homogenous suspect ACM, including appropriate sample population, taking into account material quantities and location.
- Collect photographic documentation of each representative homogenous suspect building material from each structure.
- Document quantities and locations of each suspect homogenous building material from each structure.
- Submit the samples to EMC Labs, Inc. of Phoenix, Arizona, for analysis of asbestos content by PLM/EPA Method 600/R-93-116. Columbia West assumes that up to five samples for which preliminary results identified as containing less than 1 percent asbestos will be further analyzed using point count methodology.
- Summarize the results of the pre-construction ACM survey in an HBMS report, including site plans showing sample locations, summary data tables, analytical laboratory reports, and photographs of ACM sample locations.

### **LBP SURVEY**

The purpose of the LBP survey is to evaluate paint and finishes throughout the existing structure for the presence of lead at a concentration greater than 1.0 milligrams per square centimeter that will need to be accounted for by contractors during the structure's demolition activities. The LBP survey will be performed by Columbia West personnel and will include the following:

- Collect up to 10 paint chip samples from representative painted surfaces throughout the existing structure.
- Submit the samples to EMC Labs, Inc. of Phoenix, Arizona, for analysis of environmental lead by flame atomic absorption.
- Summarize the results and findings of the LBP survey in the HBMS report, including site plans showing sample locations, summary data tables, analytical laboratory reports, and photographs of LBP sample locations.

### **UNIVERSAL WASTE EVALUATION**

The purpose of the universal waste evaluation is to evaluate the subject property for the presence of universal waste that may require special handling and/or disposal. The universal waste evaluation will include the following:



- Evaluate the subject property for the presence of universal waste, including pesticides, batteries, potential mercury-containing equipment (including thermostats, thermometers, barometers, and mercury-containing switches), potential polychlorinated biphenyl (PCB)-containing equipment, and mercury-containing lamps.
- Summarize the results and findings of the universal waste evaluation in the HBMS report.

## SCHEDULE

We anticipate conducting field activities within three weeks of your authorization to proceed. Suspect ACM and LBP sample results will be available within two weeks of the completion of field activities. The HBMS report will be provided to you within two weeks of receipt of the final analytical laboratory report.

## PAYMENT

We will conduct the HBMS on a time-and-materials basis for an estimated fee not to exceed **\$7,800**. Services will be conducted in accordance with the attached Standard Contract Terms and Provisions and the Schedule of Fees. Columbia West will invoice upon project completion and be compensated in full within 30 days of receipt of the invoice.

## ASSUMPTIONS

- Field activities for the HBMS can be conducted in two 10-hour days during normal working hours (i.e., between 7 a.m. and 6 p.m., Monday through Friday).
- Suspect ACM and LBP samples will be analyzed on a standard (10 business days) laboratory turnaround time.
- A maximum of 10 paint chip samples and 30 suspect ACM samples will be collected during this investigation. If necessary, additional samples will be collected at a rate of \$35 per sample.
- Samples of suspect roofing materials will be collected during this ACM survey. Columbia West personnel will temporarily patch roof sample locations. However, if demolition of the existing structure will not be completed within three months of field activities, it may be prudent to contract with a roofing contractor to repair roof sample locations. Columbia West will not be responsible for damage to the roof from sampling activities.



## EXHIBIT F

**Proposal for Hazardous Building Materials Survey  
St. Helens Police Station**

Page 4

Item #9.

We appreciate the opportunity to submit this agreement and look forward to working with you on this project. Please do not hesitate to contact us if you have questions or require additional information. To formally authorize our services, return a signed copy of this agreement.

Sincerely,



Colby R. Hunt, CHMM  
Principal

CBS:CRH:kat

Attachment: Standard Contract Terms and Provisions, Schedule of Fees

Document ID: Otak-3-02-3-031225-envp.docx

The scope of services outlined in this agreement is hereby accepted and Columbia West is authorized to proceed. This agreement constitutes the entire agreement between the Client and Columbia West and supersedes all prior written or oral understandings.

|              |    |              |
|--------------|----|--------------|
| _____        | by | _____        |
| Organization |    | Signature*   |
| _____        |    | _____        |
| Date         |    | Printed Name |
|              |    | _____        |
|              |    | Title        |

\*Individual with contracting authority and responsible for payment of Columbia West's fees.

**1. General.** Columbia West Engineering, Inc. ("Columbia West") shall perform for Client the professional engineering services as outlined in the body of the Letter Agreement/Contract to which this applies. No additional services shall be performed nor required of Columbia West absent written agreement of the parties.

**2. Client's Responsibilities.** Client shall provide all reasonable information as to Client's requirements for the Project, and will designate a person to act with authority on Client's behalf for all aspects of the Project. Said person will examine and promptly respond to Columbia West's submissions and requests for information, and shall give prompt written notice to Columbia West should Client observe or otherwise become aware of any defect in the work performed under this Agreement. Columbia West shall be entitled to reasonably rely on all information provided to it by Client.

**3. Payment.** Fees and other charges will be billed in accordance with the terms and conditions outlined in the letter agreement. Additionally, the amount of each billing shall be due and payable 30 days after the date of such billing. Any portion of a billing not paid within thirty days of the billing date shall be delinquent and shall bear a service charge of one and one-half percent per month on the unpaid balance. If any billing is not paid within thirty days after the billing date, then in addition to any other remedies as may be available to Columbia West, it may cease performing work upon delivery of written notice to Client of its intention to do so. Columbia West shall additionally have the right but not the obligation to cease performing work under any other contract as may then be outstanding between Client and Columbia West.

**4. Limitation of Remedy.** To the fullest extent permitted by law, and not withstanding any other provision of this contract, the total liability, in the aggregate, of Columbia West and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, and all other contractors, subcontractor, consultants or others providing services for the project for any and all claims, losses, costs of damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the project from any cause or causes arising out of Columbia West's services on the project (whether described in this agreement or any subsequent agreement between the parties, except as expressly agreed otherwise), including any indemnity obligation owed hereunder or otherwise, shall not exceed \$50,000 or the compensation received under this contract, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, including negligence, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based on contract, tort, or statute, unless otherwise prohibited by law.

**5. Standard of Care.** Columbia West will provide its services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions and time period in the locality of the project. Columbia West makes no other representation regarding its services, and no guarantee or warranty, express or implied, is included or intended as to any findings, recommendations, specifications, reports, opinions, documents or other instruments of service prepared by Columbia West. No agent or representative of Columbia West has any authority to modify this disclaimer of warranty. Except when authorized by both parties, Columbia West and the Client will keep obtained and created information confidential. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are to be made by Columbia West. Client acknowledges that the interpretations and recommendations made by Columbia West are based solely on the information available to Columbia West. Client agrees that Columbia West has been engaged to provide technical professional services only, and that Columbia West does not owe any fiduciary responsibility to the Client, or the project Owner, if different from Client.

**6. Client's Termination of Work.** Client may, by written notice, terminate Columbia West's work prior to completion. Columbia West shall nevertheless be entitled to payment of all fees and expenses incurred up to termination, and may additionally complete such work as may be necessary to place its files in order and to complete a report on work performed to date of termination. A termination charge to cover the costs thereof may be imposed at the discretion of Columbia West, said termination charge not to exceed ten percent of all charges incurred up to the date of notice of termination.

**7. Utilities.** In the prosecution of its work, Columbia West will take reasonable precautions to avoid any injury or damage to underground structures or utilities. Client agrees to defend, indemnify and hold Columbia West harmless for any damages or claims of damage to any such underground structures or utilities not called to Columbia West's attention or incorrectly shown on surveys or plans furnished to Columbia West.

**8. Samples.** Columbia West will retain uncontaminated samples of soil or rock taken in connection with this work. [Columbia West will retain such samples for thirty days. Retention of such samples beyond thirty days will occur only at Client's request and in return for payment of storage charges incurred.] All contaminated or environmentally impacted material or samples are the sole property of the client. Client maintains responsibility for proper disposal.

**9. Right of Entry.** Client will provide for the right of entry to Columbia West, its employees, agents or consultants, and for all equipment reasonably necessary to complete the work. Columbia West will take reasonable precautions in accordance with the Standard of Care to minimize any damage to property. It is understood by Client, however, that in the normal course of work, some damage may occur, in

which event Columbia West is not obliged to restore the property to its state prior to the performance of such work.

**10. Re-use of Documents.** Any reuse or modification of documents by Client or anyone obtaining it through Client will be at Client's sole risk and without liability to Columbia West. Client will defend, indemnify and hold Columbia West harmless from all third party claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising out of or in any way related to the reuse or modification of the Work by Client or anyone obtaining it through Client.

**11. Cost and Other Estimates.** Client recognizes that Columbia West has no control over the cost of labor, materials, equipment or services provided by others, or over the contractor's methods of determining prices, or of market conditions. Any cost estimates as may be provided are made only on the basis of Columbia West's experience and judgment. No warranty is given, express or implied, that proposals or bids or actual project construction costs will not vary from cost estimates provided by Columbia West. Additionally, Columbia West makes no representations concerning estimates of area or volumes. Such estimates are estimates only. No warranty is made that estimates of areas or volumes will not be different from actual quantities.

**12. Construction Monitoring.** If Columbia West is retained by Client to provide services to monitor or observe portions of construction work, foundation excavations, or other field activities, Columbia West will report its observations and opinions to Client or Client's designated agent. Columbia West will report any observed geotechnically-related work that, in Columbia West's opinion, does not conform to plans or specifications. Client acknowledges that Columbia West has no right to reject or stop work of any contractor, subcontractor or agent of the Client. Columbia West's construction monitoring or foundation observation does not include nor consist of exploratory investigation, subsurface evaluation, seismic evaluation, groundwater analysis or any other activities associated with site investigation. Construction monitoring is limited to materials tested and observed during the construction phase of the project and is not a warranty or evaluation of subsurface conditions. Columbia West claims no past or prior knowledge of site conditions other than those documented in our reports. Should Columbia West not be retained by Client for the purpose of monitoring construction work or field activities, Columbia West shall not be held liable or responsible for any such activities, or for the geotechnical performance of the completed Project. Monitoring of construction work or field activities and the performance of the complete Project will then be the sole responsibility of Client or of any other parties designated by Client. Client in such event agrees to defend, indemnify and hold harmless Columbia West from any loss or judgment incurred by Columbia West as a result of a claim or lawsuit resulting from Client's failure to monitor construction work or field activities for which Columbia West has not been retained.

**13. Means, Methods and Techniques; Safety.** Columbia West is not responsible for and will not have control of means, methods, techniques, sequences or procedures of construction or other field activities of any contractor, subcontractor, agent or representative of Client. It is agreed that Columbia West has no control over any person or parties not employees or consultants of Columbia West. Columbia West has not been engaged and is not responsible for any safety precautions or programs related to construction for non-employees or non-consultants of Columbia West.

**14. Assignments.** During the term of this Agreement and following its expiration or termination for any reason, neither Client nor Columbia West shall transfer, assign, convey or sublet any right, claims, duty or obligation under it, nor any other interest therein without the prior written consent of the other party.

**15. Disputes.** In the event of a disagreement, Client and Columbia West agree that they will use their best efforts to resolve same in good faith negotiations or discussions with one another. If unsuccessful in resolving the dispute, the parties shall mediate any dispute prior to and as a precondition to commencement of a lawsuit by either.

**16. Certifications:** Client agrees not to require that Columbia West execute any certification with regard to services performed or work tested and/or observed under this agreement unless: (1) Columbia West believes that it has performed sufficient services to provide a sufficient basis to issue the certification, (2) Columbia West believes that the services performed or work tested and/or observed meet the criteria of the proposed certification, and (3) Columbia West has reviewed and approved in writing the exact form of such certification prior to execution of this agreement. Any certification by Columbia West is limited to an expression of professional opinion based upon the services performed by it, and does not constitute or imply a warranty or guarantee of any kind.

**17. No Personal Liability.** Client expressly waives any right to sue, or otherwise make any claim against, any of Columbia West's officers or employees, past or present, as individuals, for any cause.

**18. Consequential Damages.** Neither Client nor Columbia West will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

**19. No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Columbia West. No third party beneficiaries are created or intended by this Agreement.

## SCHEDULE OF FEES

### GEOTECHNICAL AND ENVIRONMENTAL SERVICES

| ➤ Personnel                       | Rate  | Personnel                     | Rate  |
|-----------------------------------|-------|-------------------------------|-------|
| Principal Engineer                | \$250 | Senior Engineering Technician | \$110 |
| Associate Engineer                | \$225 | Engineering Technician        | \$100 |
| Senior Project Engineer/Geologist | \$215 | Laboratory Manager            | \$145 |
| Project Engineer/Geologist II     | \$190 | Laboratory Technician         | \$80  |
| Project Engineer/Geologist I      | \$170 | Senior Technical Editor       | \$100 |
| Senior Staff Engineer/Geologist   | \$150 | Technical Editor              | \$90  |
| Staff Engineer/Geologist II       | \$140 | Administrative Assistant      | \$80  |
| Staff Engineer/Geologist I        | \$135 |                               |       |

### SPECIAL INSPECTION SERVICES

| ➤ Services                                                                | Unit   | Rate  |
|---------------------------------------------------------------------------|--------|-------|
| Special Inspection (masonry, reinforced concrete, shotcrete)              | hourly | \$95  |
| Special Inspection (proprietary anchors, lateral wood, cold-formed steel) | hourly | \$95  |
| Special Inspection (fireproofing, firestopping)                           | hourly | \$95  |
| Special Inspection (post-tensioned concrete, floor flatness)              | hourly | \$105 |
| Special Inspection (structural steel, bolting, welding)                   | hourly | \$105 |
| Non-Destructive Testing Inspector                                         | hourly | \$110 |
| Project Manager                                                           | hourly | \$145 |

### MATERIALS TESTING SERVICES

| ➤ Soils and Aggregate                              | Unit | Rate  |
|----------------------------------------------------|------|-------|
| Atterberg Limits                                   | each | \$195 |
| California Bearing Ratio                           | each | \$500 |
| Clay Lumps and Friable Particles                   | each | \$135 |
| Direct Shear, One-Point                            | each | \$315 |
| Direct Shear, Three-Point                          | each | \$605 |
| Flat and Elongated Particles                       | each | \$155 |
| Fractured Face Determination                       | each | \$80  |
| Hydrometer Analysis                                | each | \$165 |
| Los Angeles Abrasion                               | each | \$370 |
| Moisture Content                                   | each | \$40  |
| One-Dimensional Consolidation                      | each | \$575 |
| Organic Content                                    | each | \$110 |
| Percent Passing No. 200 Sieve by Washing           | each | \$110 |
| Permeability (constant head)                       | each | \$430 |
| Permeability (falling head)                        | each | \$380 |
| pH (soil)                                          | each | \$90  |
| Proctor Moisture-Density                           | each | \$300 |
| Sand Equivalent                                    | each | \$145 |
| Sieve Analysis, < ¾-Inch Maximum Particle Size     | each | \$155 |
| Sieve Analysis, ¾- to 3-Inch Maximum Particle Size | each | \$205 |
| Sieve Analysis, > 3-Inch Maximum Particle Size     | each | \$395 |
| Soil Classification                                | each | \$40  |
| Soil Resistivity                                   | each | \$255 |
| Soundness of Aggregate                             | each | \$525 |
| Specific Gravity of Coarse Aggregate               | each | \$110 |
| Specific Gravity of Fine Aggregate                 | each | \$160 |
| Uncompacted Void Content                           | each | \$175 |
| Unconfined Compression                             | each | \$180 |
| Unit Weight of Aggregate                           | each | \$145 |
| Unit Weight of Soil                                | each | \$55  |
| ➤ Treated Soils                                    | Unit | Rate  |
| California Bearing Ratio (7-day cure)              | each | \$660 |
| Compressive Strength Test                          | each | \$160 |
| Proctor Moisture-Density                           | each | \$345 |



| ➤ <b>Portland Cement Concrete/Masonry/Rock/PPC/SFRM</b>             | <b>Unit</b> | <b>Rate</b> |
|---------------------------------------------------------------------|-------------|-------------|
| Compressive Strength Test - CMU Prism                               | each        | \$160       |
| Compressive Strength Test - Grout Prism                             | each        | \$65        |
| Concrete Core Absorption                                            | each        | \$125       |
| Concrete Cylinder/Masonry Cylinder/2-Inch Cube Compressive Strength | each        | \$40        |
| Core Compressive Strength (peak strength only)                      | each        | \$80        |
| Core Unconfined Compressive Strength (stress-strain relationship)   | each        | \$240       |
| Field-Prepared CDF/CDSM/CLSM Cylinder Compressive Strength          | each        | \$65        |
| Flexural Strength (concrete beam)                                   | each        | \$125       |
| Masonry Unit Absorption, Density, Net Area                          | each        | \$145       |
| Masonry Unit Compressive Strength Test                              | each        | \$115       |
| Modulus of Elasticity                                               | each        | \$105       |
| Spray-Applied Fire-Resistive Materials Density Test                 | each        | \$110       |
| Wall/Paver Unit Absorption and Density (coupon)                     | each        | \$65        |
| Wall/Paver Unit Compressive Strength Test (coupon)                  | each        | \$65        |
| ➤ <b>Asphalt Concrete</b>                                           | <b>Unit</b> | <b>Rate</b> |
| Core Density and Thickness                                          | each        | \$80        |
| Moisture Content of Bituminous Mixtures                             | each        | \$40        |
| Oil Content and Gradation - Ignition                                | each        | \$260       |
| Oil Content Furnace Calibration - Ignition                          | each        | \$430       |
| Rice Density                                                        | each        | \$160       |
| <b>RESOURCES AND EQUIPMENT</b>                                      | <b>Unit</b> | <b>Rate</b> |
| Anchor Proof Loading Hydraulic Ram and Deflection Gauges            | daily       | \$315       |
| Bond Tester                                                         | daily       | \$160       |
| Calcium Chloride/RH Moisture Probe                                  | each        | \$90        |
| Cement Amendment Kit                                                | daily       | \$40        |
| Concrete Slump and Air Entrainment Meter                            | daily       | \$75        |
| Concrete Strength-Maturity Electronic Meter                         | daily       | \$105       |
| Core Bit Wear                                                       | per core    | \$35        |
| Core Drill Equipment                                                | daily       | \$315       |
| Dames & Moore Sampler                                               | daily       | \$25        |
| Data Logger                                                         | daily       | \$10        |
| Data Logger                                                         | weekly      | \$50        |
| Data Logger                                                         | monthly     | \$105       |
| Data Recorder                                                       | daily       | \$10        |
| Dynamic Cone Penetrometer                                           | daily       | \$125       |
| Field Torvane/Penetrometer                                          | daily       | \$70        |
| Floor Flatness Meter                                                | daily       | \$265       |
| Hand Auger                                                          | daily       | \$55        |
| Magnetic Particle Equipment                                         | each        | \$80        |
| Nuclear Densometer                                                  | daily       | \$75        |
| Per Diem                                                            | daily       | \$315       |
| Refraction Microtremor (ReMi) Equipment and Software                | half day    | \$800       |
| Refraction Microtremor (ReMi) Equipment and Software                | daily       | \$1,200     |
| Shelby Tube                                                         | each        | \$40        |
| Skidmore Wilhelm - Bolt Calibrator                                  | daily       | \$95        |
| Strength-Maturity/Ambient Environment Sensors                       | each        | \$315       |
| Sub-Meter Accuracy GPS                                              | Daily       | \$75        |
| Ultra-Sonic Meter                                                   | daily       | \$75        |
| Vibrating Wire Piezometer                                           | each        | \$625       |
| Water Level Meter                                                   | daily       | \$50        |
| Zip Level                                                           | daily       | \$50        |
| Outside Services                                                    | each        | cost + 20%  |
| Vehicle Fee                                                         | daily       | \$50        |
| Mileage (outside of service area)                                   | mile        | \$0.85      |

Personnel rates are portal to portal. All requested geotechnical observations, inspections, and testing require 24-hours' notice and have a 3-hour minimum charge. Hours in excess of eight per day, work on weekends, night work between the hours of 8PM and 5AM, and same-day service requests will be invoiced at 1.5 times the quoted rate. Work on holidays will be invoiced at two times the quoted rate. Laboratory testing requests with turnaround less than two days will be invoiced at 1.5 times the indicated rate. Laboratory rates do not include pick up or delivery to Columbia West's laboratory. (3-12-010125)





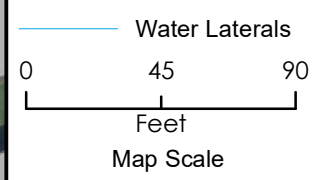
# Public Utilities Map

Print Date: 9/3/2025



## Legend

- Sanitary Sewer Cleanout
- Sanitary Sewer Manhole
- Sanitary Sewer Main
- Stormwater Catch Basin
- Storm Drain Manhole
- Storm Drain Pipe
- Water Main
- Fire Hydrant



Map Provided by  
City of St. Helens  
Public Works Department  
Engineering Division  
265 Strand Street  
St. Helens, OR 97051  
503.397.6272

DISCLAIMER:  
This map has been provided for reference only. The City of St. Helens makes no warranty, representation, or guarantee of any kind regarding the use of this product. The Requestor/User assumes all responsibility for the use of this product and agrees to hold harmless the City of St. Helens against any loss or damage arising from any error, omission, or positional inaccuracy of this product. The City of St. Helens assumes no responsibility for the validity of any information presented herein, nor any responsibility for the use or misuse of this data. responsibility to verify any information from the GIS data before making any decisions or taking any actions based on the information presented.

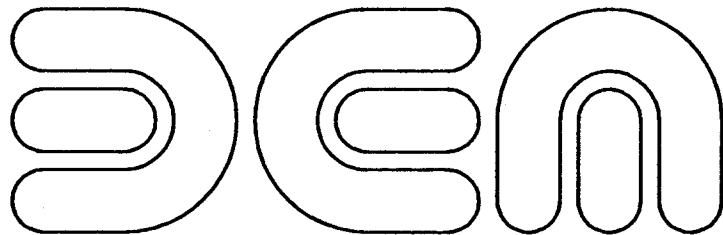




# 1994 STORMWATER IMPROVEMENTS PROJECT

## CITY OF ST. HELENS, OREGON JANUARY, 1994

PREPARED BY:



DAVID EVANS AND ASSOCIATES, INC.  
ENGINEERS, SURVEYORS, PLANNERS, LANDSCAPE ARCHITECTS  
2828 S.W. CORBETT AVENUE PORTLAND, OR 97201 (503)223-6663

THESE RECORD DRAWING HAVE BEEN COMPILED FROM DATA OBTAINED FROM THE CONSTRUCTION DESIGN DRAWINGS, SUBSEQUENT ADDENDA AND CHANGE ORDERS, SURVEY RECORDS, CONTRACTOR RECORD DRAWING SUBMITTALS, AND OTHER RECORD DRAWINGS. TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THESE DRAWINGS ARE REPRESENTATIVE OF THE PROJECT AS CONSTRUCTED.

LEGEND:

EXISTING

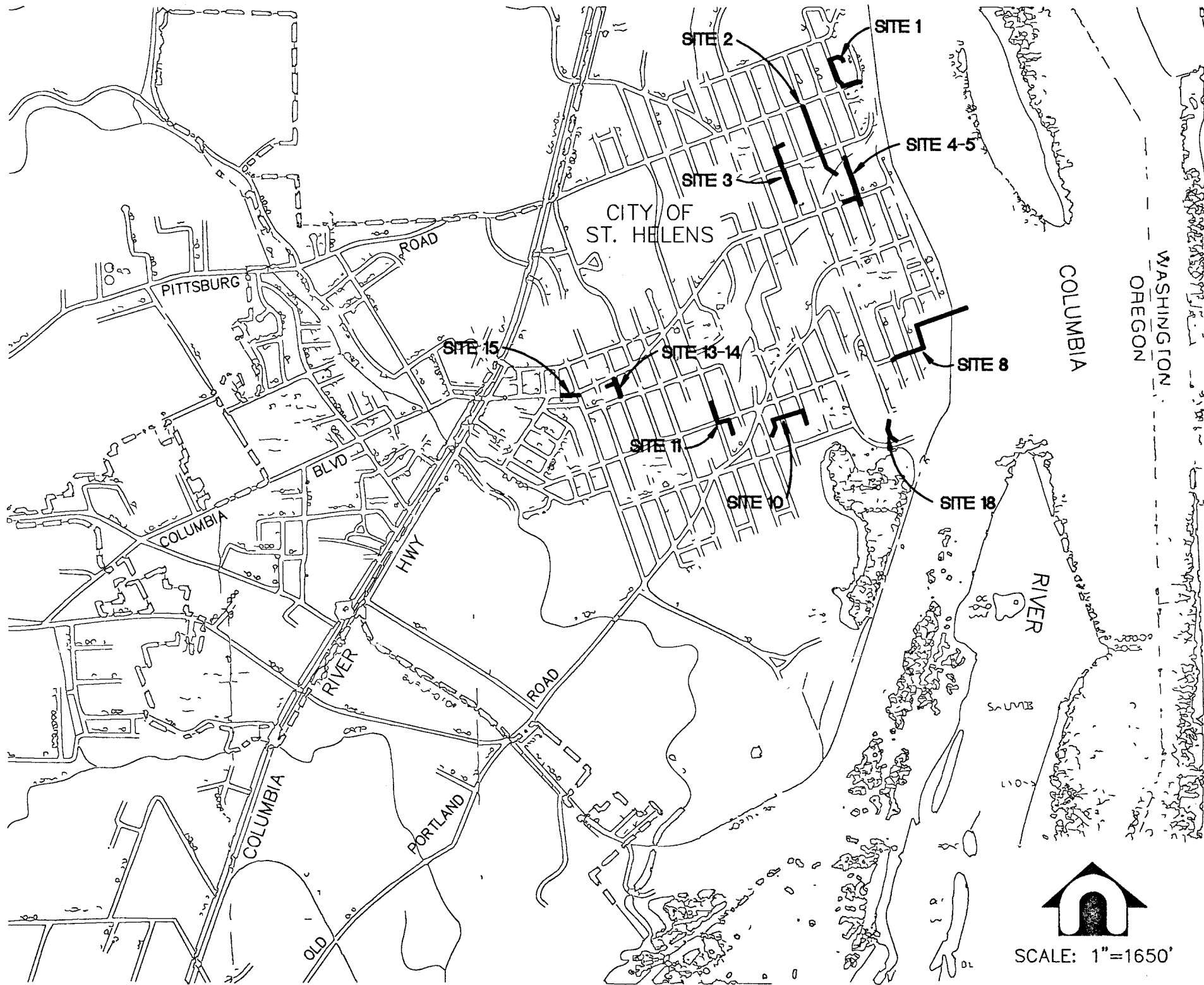
- BUILDING
- FENCE
- UTILITY POLE
- GUY
- SIGN
- MAILBOX
- SANITARY MANHOLE
- SANITARY SEWER
- STORM SEWER
- STORM MANHOLE
- CATCH BASIN
- WATER LINE
- GAS LINE
- VALVE
- WATER METER BOX
- FIRE HYDRANT
- TELEPHONE MANHOLE
- CONIFEROUS TREE
- DECIDUOUS TREE
- CURB
- EDGE OF PAVEMENT
- EDGE OF GRAVEL
- DITCH

PROPOSED

- STORM SEWER
- STORM MANHOLE
- CATCH BASIN
- OUTLET
- PERMANENT EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- LIFT STATION P.S. #10
- STORM SEWER FORCE MAIN

GENERAL NOTES:

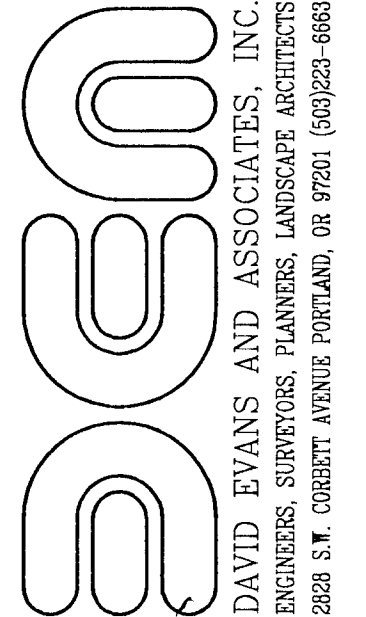
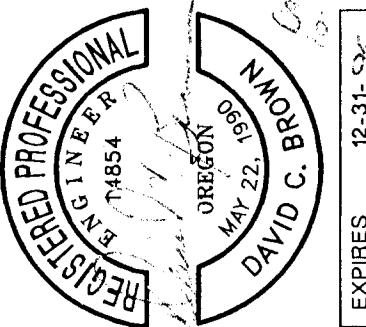
- STORM SEWER EASEMENTS ARE TO BE 20' IN WIDTH AND CENTERED ON THE SEWER LINE AS SHOWN. UNLESS OTHERWISE INDICATED CONSTRUCTION EASEMENTS ARE AS SHOWN.
- THE LOCATIONS OF EXISTING UTILITIES ARE BASED ON RECORD DRAWINGS, AERIAL MAPPING, AND SURVEYED UTILITIES LOCATED BY THE RESPECTIVE COMPANIES.
- THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. ALL EXCAVATORS PERFORMING WORK ON THIS PROJECT MUST COMPLY WITH ALL PROVISIONS OF O.R.S. 757.541 TO 757.571, INCLUDING NOTIFICATION OF ALL OWNERS OF UNDERGROUND FACILITIES AT LEAST 48 BUSINESS DAY HOURS, BUT NOT MORE THAN TEN (10) BUSINESS DAYS BEFORE COMMENCING AN EXCAVATION.
- THE LOCATIONS OF OVERHEAD UTILITIES ARE NOT SHOWN.
- PROPERTY LINES SHOWN HEREON ARE FROM A COMBINATION OF VARIOUS MAPS AND DOCUMENTS OF RECORD. THEY ARE APPROXIMATE ONLY AND DO NOT CONSTITUTE DEEDED BOUNDARY LINES.
- THE CONTRACTOR IS TO INSTALL AND MAINTAIN ALL EROSION CONTROL IN CONFORMANCE WITH STATE OF OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY GUIDELINES.
- ELEVATIONS ARE BASED ON U.S.C. & G.S. BENCH MARK Z 116; A 3 1/2" BRASS CAP IN CURB AT THE N.E. CORNER OF 6TH STREET AND COLUMBIA BLVD. ELEVATION = 73.264 1929 N.G.V.D.
- BEDDING, BACKFILL AND TRENCH REPAIR SHALL CORRESPOND TO DETAILS FOR STREET AND NON-STREET AREAS, AS DELINEATED IN PLAN VIEW OF EACH SITE.



VICINITY MAP

COVER SHEET

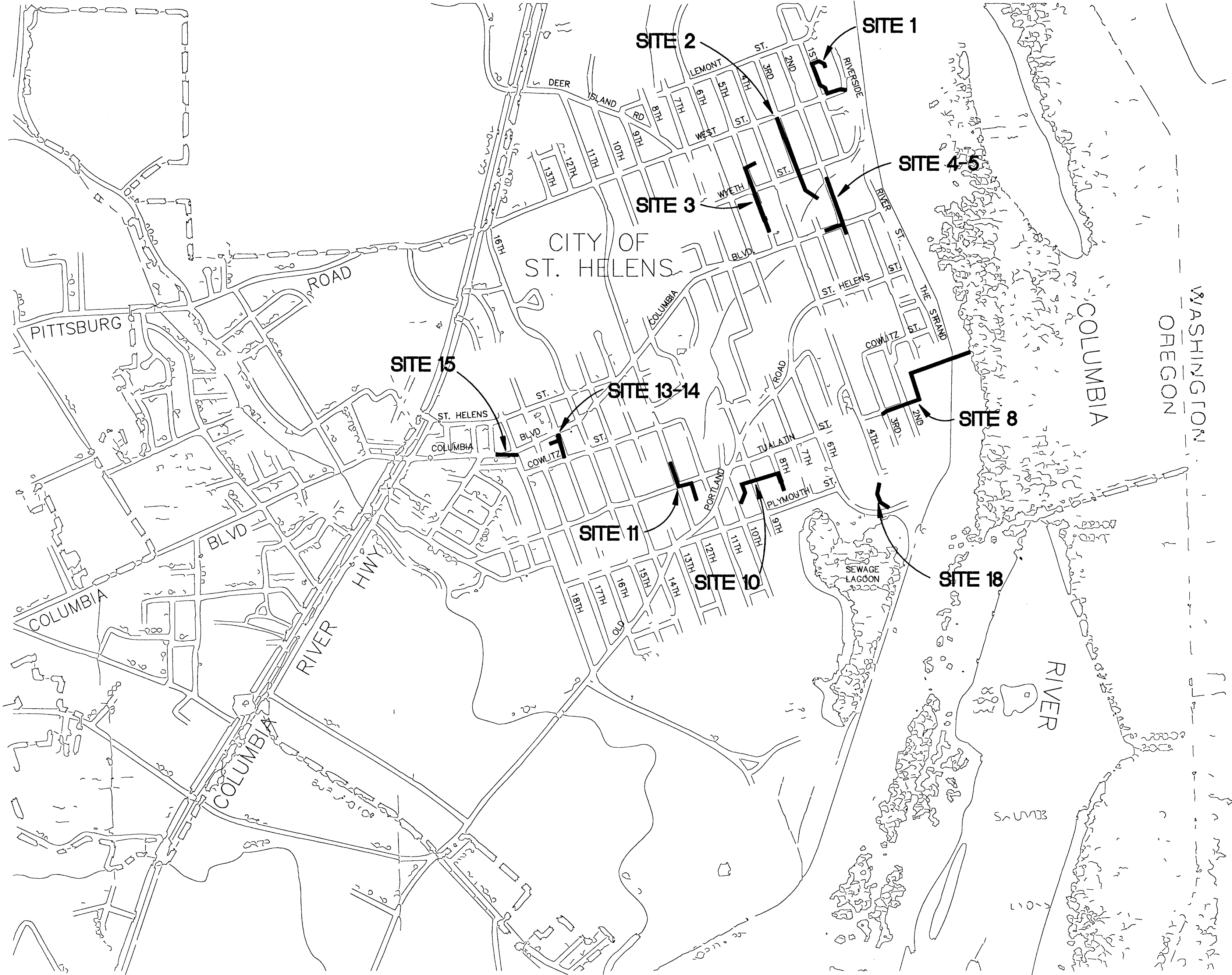
1994 STORMWATER IMPROVEMENTS  
CITY OF ST. HELENS, OREGON



|                                   |              |                                 |  |
|-----------------------------------|--------------|---------------------------------|--|
| CITY OF ST. HELENS PROJECT 94-046 |              | DESIGN REVIEW CHANGES (1-24-94) |  |
| 1                                 |              | RECORD DRAWING (10-27-94)       |  |
| SCALE:                            | DESIGN: CUM  | SHEETS                          |  |
| DATE: 12-3-93                     | DRAWN: CUM   | 14                              |  |
| FILE: 94L0002                     | CHECKED: DCB | REVISIONS                       |  |

AS BUILT





INDEX MAP

SHEET INDEX

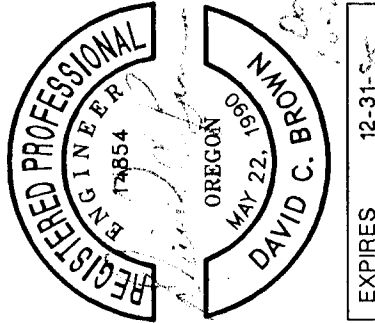
| NO. | TITLE                         |
|-----|-------------------------------|
| 2   | INDEX SHEET                   |
| 3   | PLAN AND PROFILE — SITE 1     |
| 4   | PLAN AND PROFILE — SITE 2     |
| 5   | PLAN AND PROFILE — SITE 3     |
| 6   | PLAN AND PROFILE — SITE 4–5   |
| 7   | PLAN AND PROFILE — SITE 8     |
| 8   | PLAN AND PROFILE — SITE 10    |
| 9   | PLAN AND PROFILE — SITE 11    |
| 10  | PLAN AND PROFILE — SITE 13–14 |
| 11  | PLAN AND PROFILE — SITE 15    |
| 12  | PLAN AND PROFILE — SITE 18    |
| 13  | DETAIL SHEET                  |
| 14  | PUMP STATION — SITE 1         |

CITY OF ST. HELENS PROJECT #SD-046

|                |          |     |        |
|----------------|----------|-----|--------|
| 2              | OF       | 14  | SHEETS |
| SCALE:         | DESIGN:  | CJM |        |
| DATE: 12-3-93  | DRAWN:   | CJM |        |
| TITLE: STH0002 | CHECKED: | DCB |        |

- 1 DESIGN REVIEW CHANGES (1-24-94)
- 2 RECORD DRAWING (10-27-94)

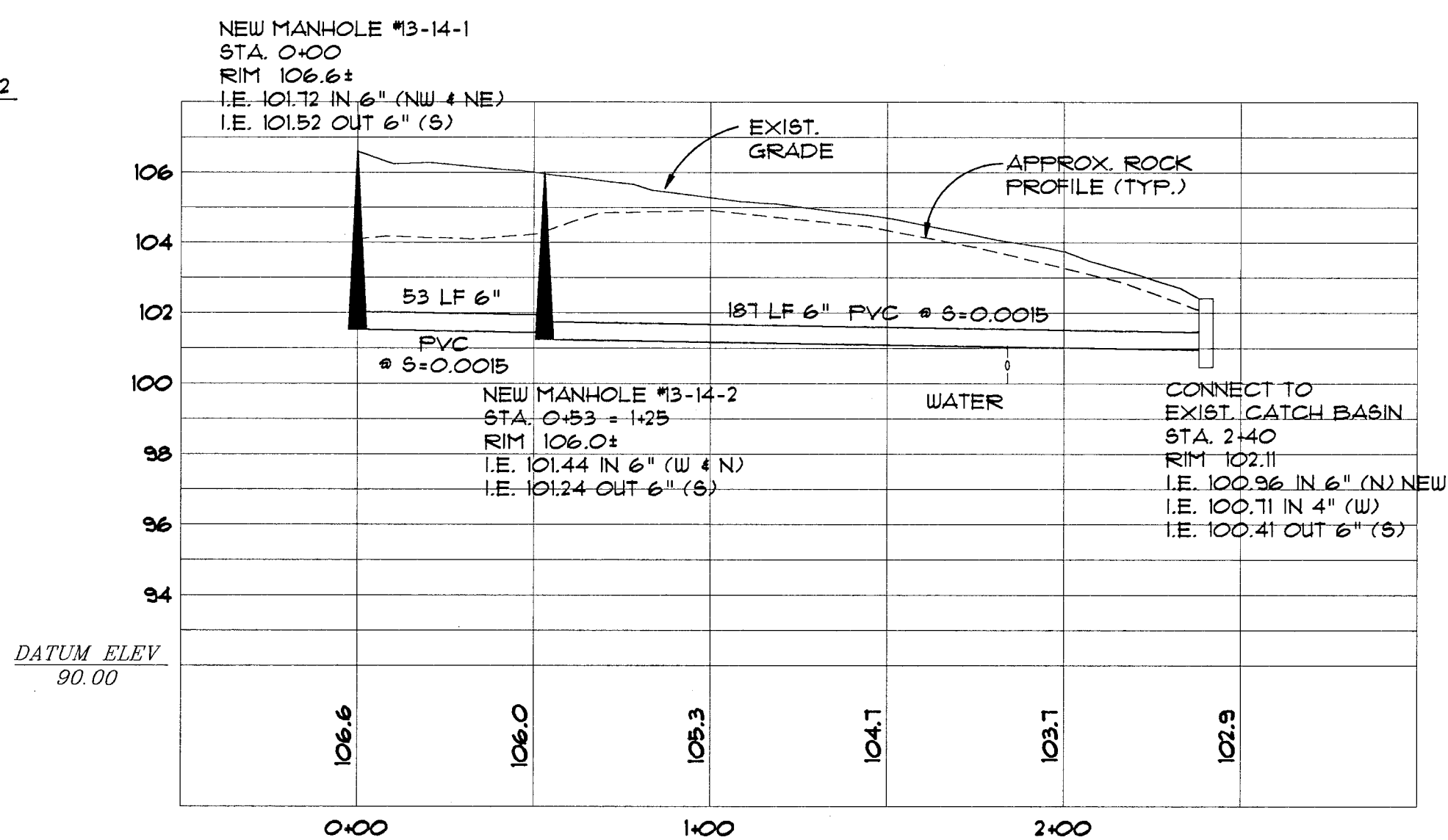
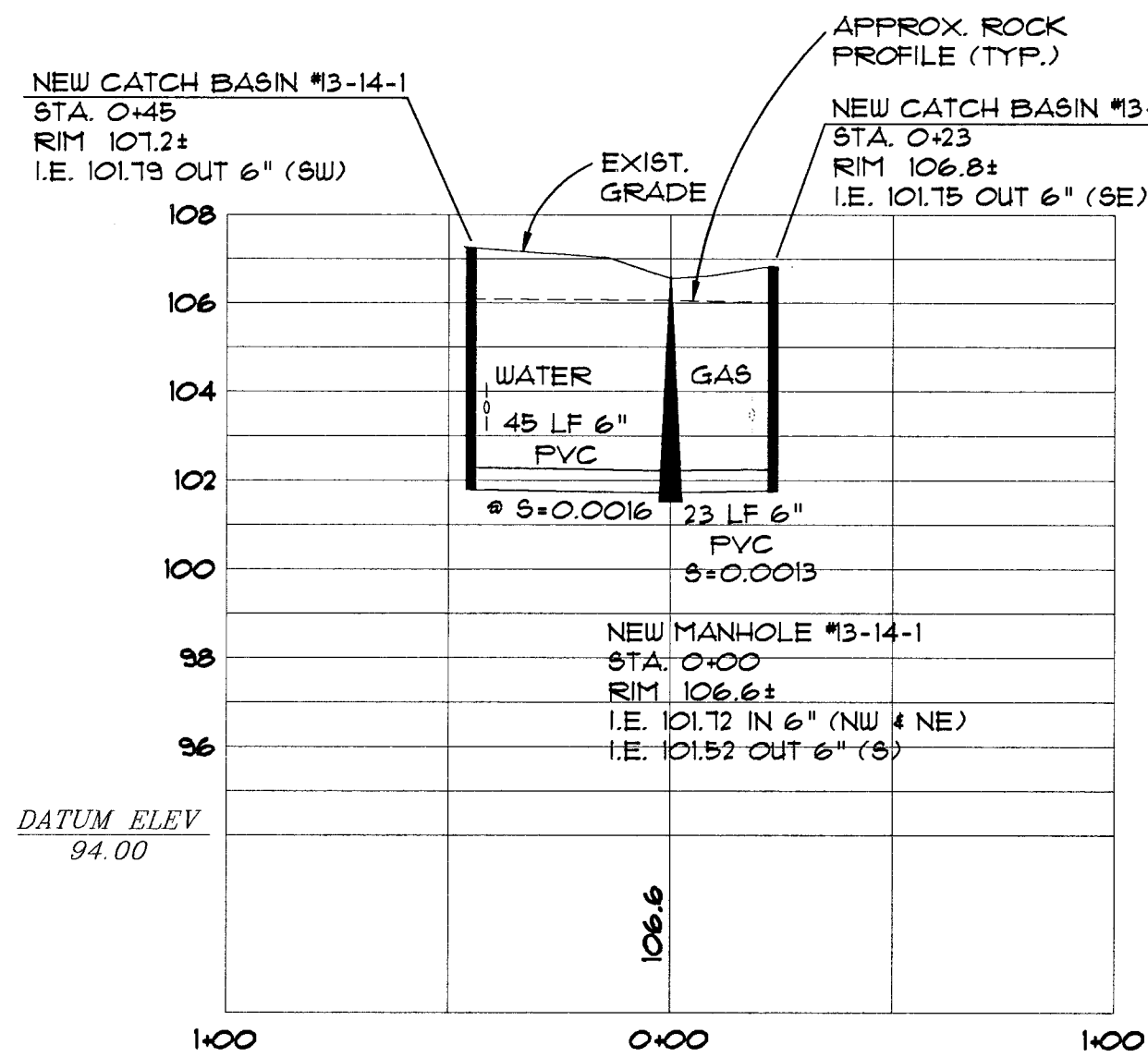
**dea**  
DAVID EVANS AND ASSOCIATES, INC.  
ENGINEERS, SURVEYORS, PLANNERS, LANDSCAPE ARCHITECTS  
2828 S.W. CORBETT AVENUE PORTLAND, OR 97201 (503)224-6863



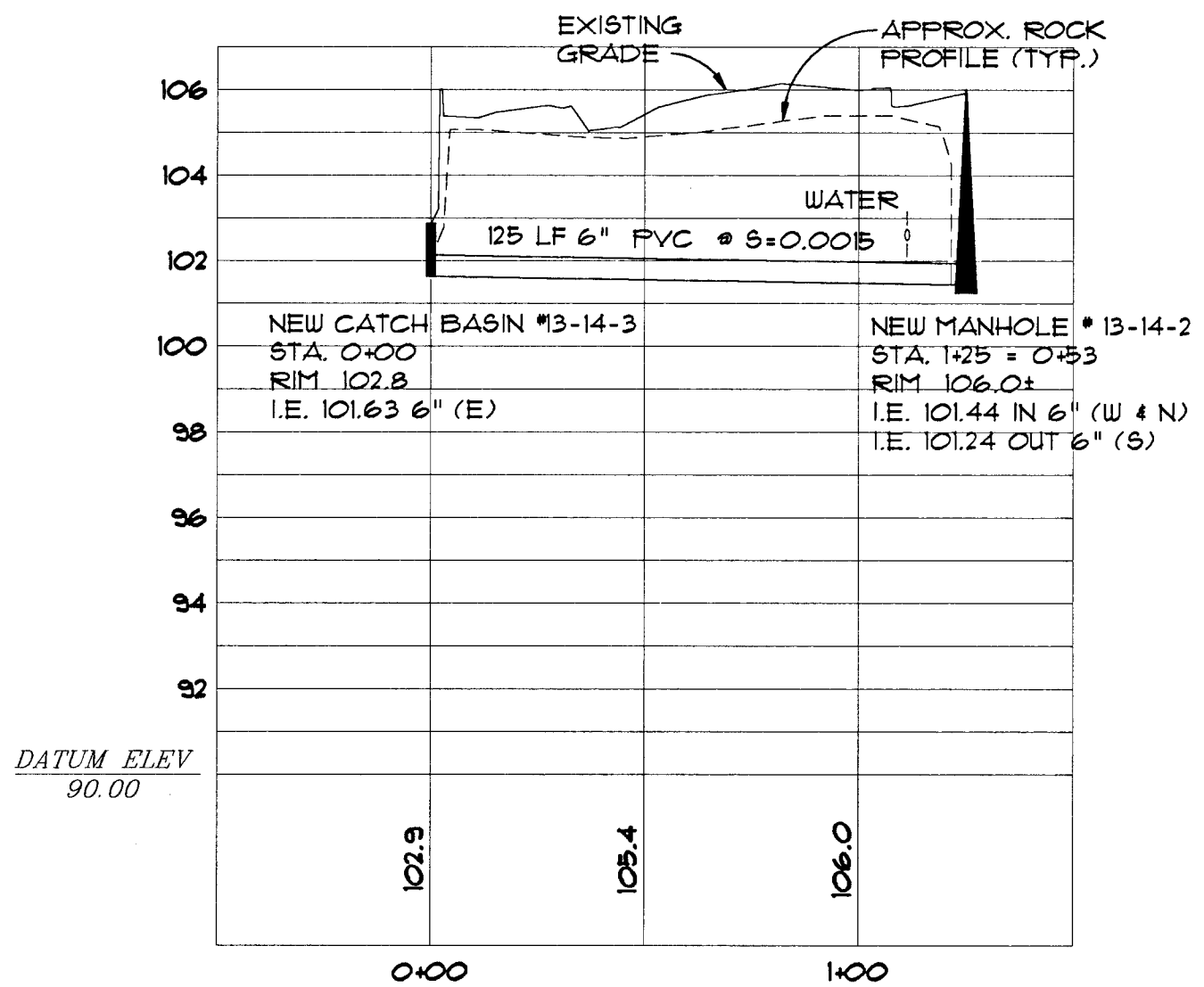
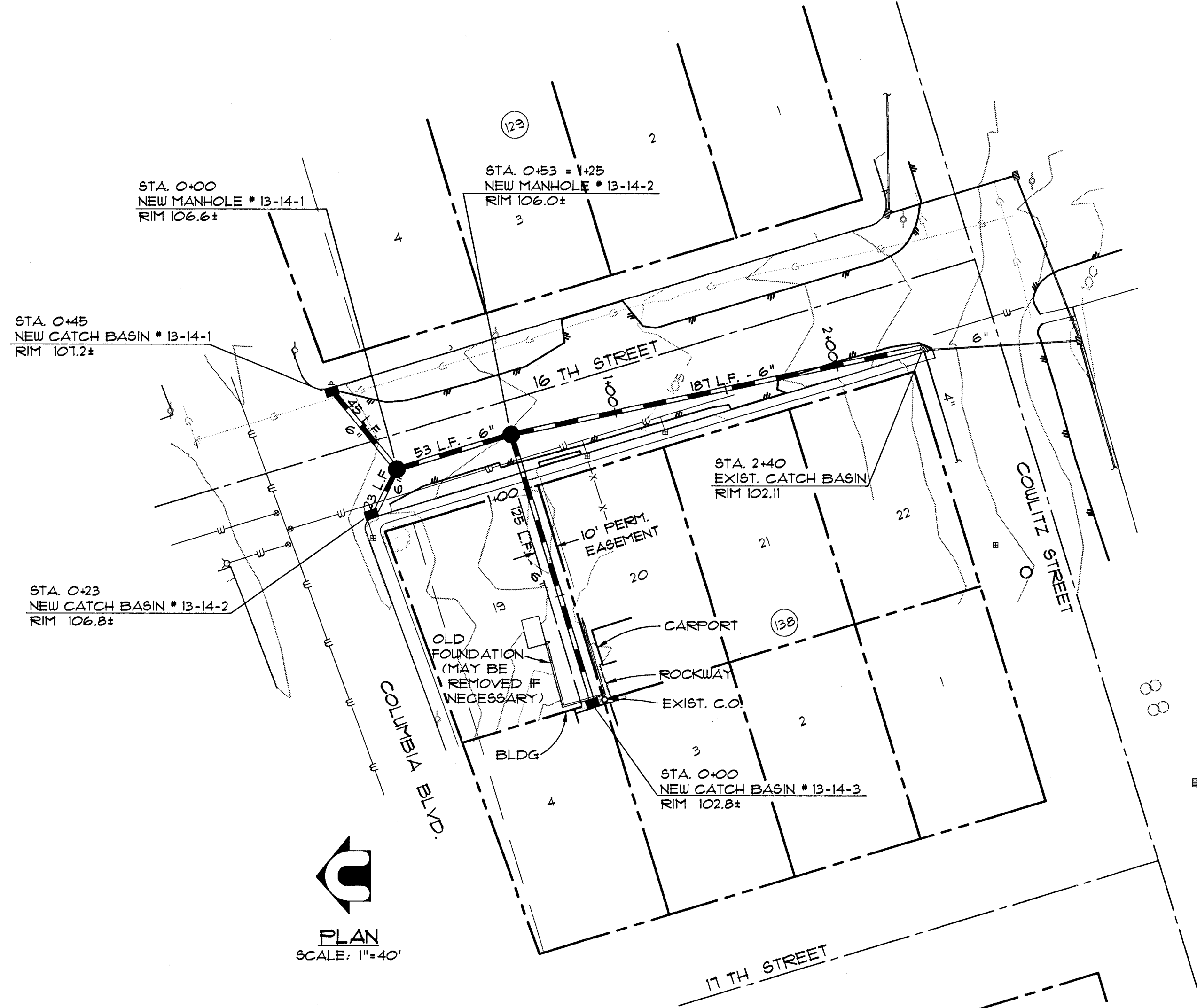
INDEX SHEET

1994 STORMWATER IMPROVEMENTS  
CITY OF ST. HELENS, OREGON

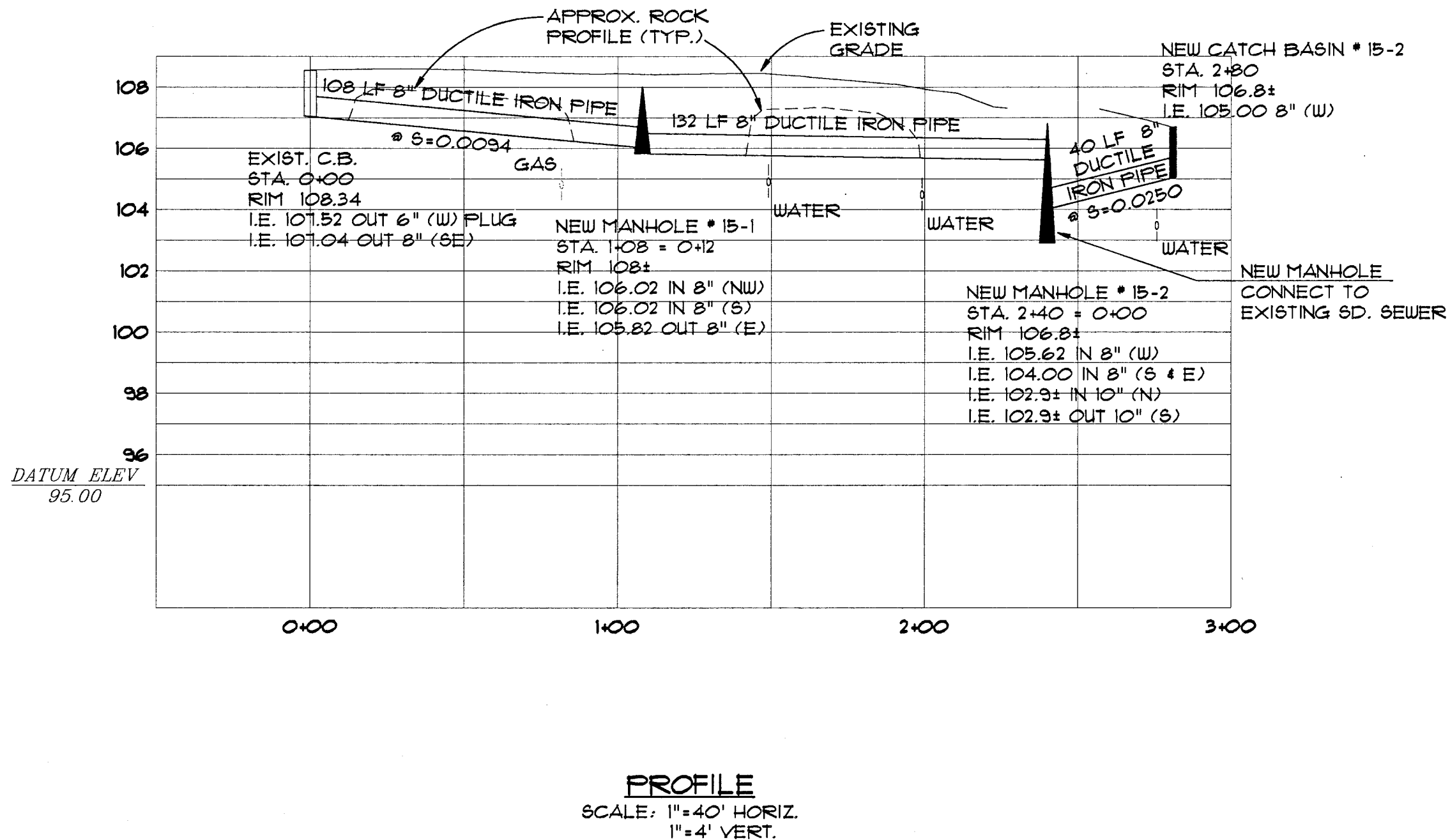
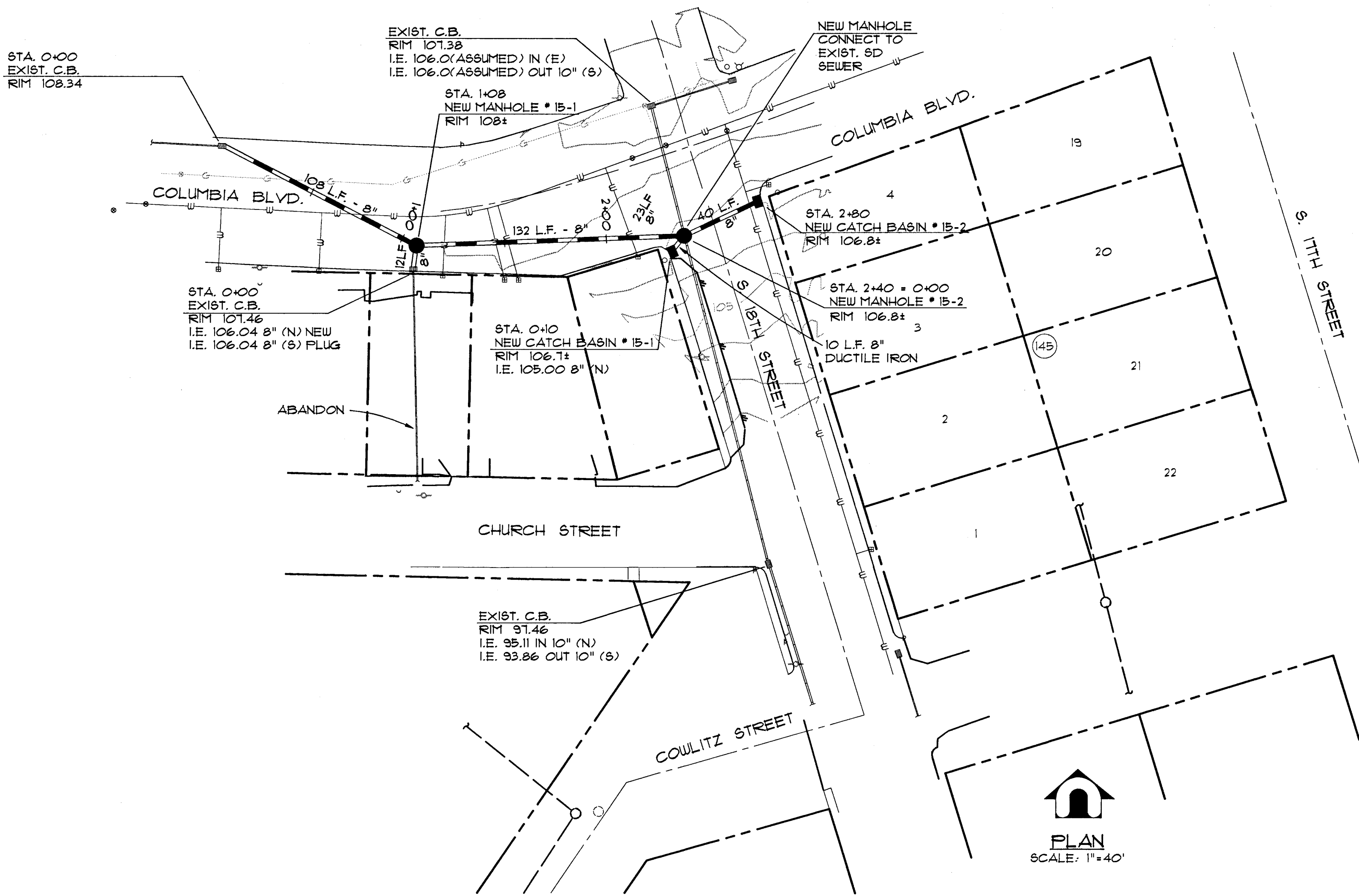




PROFILE  
SCALE: 1"=40' HORIZ.  
1"=4' VERT.







CITY OF ST. HELENS PROJECT #SD-046

11

OF 14

DESIGN: CWM

DRAWN: CWM

CHECKED: DCB

DATE: 12-3-93

FILE: STHLO002

DESIGN REVIEW CHANGES (1-24-94)

RECORD DRAWING (10-27-94)

REVISIONS

DAVID EVANS AND ASSOCIATES, INC.  
ENGINEERS, SURVEYORS, PLANNERS, LANDSCAPE ARCHITECTS  
2029 S.W. CORBETT AVENUE PORTLAND, OR 97201 (503) 225-8663

REGISTERED PROFESSIONAL  
ENGINEER  
1485  
DAVID C.  
EXPIRES 12-31-94

REGISTERED PROFESSIONAL  
LANDSCAPE ARCHITECT  
1485  
DAVID C.  
EXPIRES 12-31-94

PLAN AND PROFILE

1994 STORMWATER IMPROVEMENTS

SITE #15

CITY OF ST. HELENS, OREGON

Page 215









www.morepowertech.com

888-556-8049

1461 Broadway St. Suite B, Longview, WA 98632



## 2-Year MoreAware Essentials Agreement Proposal -- valid through December 22, 2023 @ 10:59

QWSQ2467 valid through December 22, 2023 @ 10:59 pm

### Prepared For:

City of St. Helens  
Mouhamad Zaher  
Phone: (503) 366-8235  
265 Strand Street  
PO Box 278  
St. Helens, OR 97051  
mzaher@sthelensoregon.gov

### Prepared By:

Chris Leiker  
President  
Phone: 888-556-8049 x106  
Fax: 503-556-8105  
Email: cleiker@morepowertech.com



*Chris Leiker*



For full details in a printable PDF, [click here](#). You can sign and fax the PDF or sign electronically below.

### Line Item Detail

| Qty                                                                                       | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Picture | Unit Price | Ext Price         |
|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|------------|-------------------|
| <b>Monthly Recurring Fees</b>                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |         |            | <b>\$9,832.45</b> |
| 1                                                                                         | <b>MoreAware Essentials Agreement Bundle</b><br><br><b>Included subscriptions:</b><br>Management of equipment & accounts listed in Appendix E<br>- Workstations<br>- Server(s)<br>- Firewalls<br>- Network Switch(es)<br>- Wireless Controller(s)<br>- email accounts (vendor subscription paid separately)<br>3rd Party Software Deployment & Patch Management (per workstation & server)<br>Darkweb Compromise Monitoring (per domain)<br>Email Blacklist Monitoring (per email domain)<br>Business Email Security (per email account)<br>Dropsuite Business Backup (per email account)<br>Advanced Network Monitoring (per switch, firewall, wireless controller, & router)<br>Advanced Change Management (per workstation, server, & firewall)<br>MyITProcess for IT Standards, IT Policies, & Strategic Road Map Planning<br>MyGlue Account for Shared IT Documentation (per approved user) |         | \$9,832.45 | \$9,832.45        |
| Client to procure Endpoint Protection through third party                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |         |            |                   |
| <b>Labor for security subscriptions setup</b>                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |         |            | <b>\$1,950.00</b> |
| <i>Labor charges for security configuration - Calculated with current Guaranteed Rate</i> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |         |            | <i>\$1,950.00</i> |
| <b>Additional Security Subscriptions</b>                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |         |            | <b>\$674.00</b>   |
| 106                                                                                       | Monthly Microsoft Entra ID (Azure AD) Premium P1 Government                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |         | \$6.00     | \$636.00          |

|   |                                                    |         |         |
|---|----------------------------------------------------|---------|---------|
| 1 | Monthly Microsoft Office 365 Enterprise G5 for GCC | \$38.00 | \$38.00 |
|---|----------------------------------------------------|---------|---------|

Billed monthly with other Microsoft subscriptions.  
A unique MS Office G5 account is required for SIEM-SOC operations.

\*User counts will fluctuate with additions or subtractions. Billing estimate here from snapshot of counts.

|                                                |                 |
|------------------------------------------------|-----------------|
| <b>Subtotal for monthly security additions</b> | <b>\$674.00</b> |
|------------------------------------------------|-----------------|

|                                            |                    |
|--------------------------------------------|--------------------|
| <b>SubTotal of selected items:</b>         | <b>\$12,456.45</b> |
| <b>Shipping:</b>                           | <b>\$0.00</b>      |
| <b>Sales Tax:</b>                          | <b>\$0.00</b>      |
| <b>Total:</b>                              | <b>\$12,456.45</b> |
| <b>Plus \$10,506.45 Monthly (incl tax)</b> |                    |

### Payment Options

☐ Credit Card Purchase (purchase amount \$12,456.45), [plus \$10,506.45 monthly]

**\$12,456.45**  
full payment

☐ eCheck/ACH Purchase (purchase amount \$12,456.45), [plus \$10,506.45 monthly]

**\$12,456.45**  
full payment

☐ Check Purchase (purchase amount \$12,456.45), [plus \$10,506.45 monthly]

**\$12,456.45**  
full payment

### Acceptance Detail

#### Order Confirmation

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

☒ I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.

**IP Address** 50.216.155.234

**PO Number**

TBD

(Optional: Enter PO Number as your reference only.)

**Comments**

**Email Address** dcox@sthelensoregon.gov

**Printed Name** Darin Cox

**Signature**

\*\*\*\*\*

"signatures" could include: /john smith/; /js/; /js123/, etc

[Click to Accept](#)

**This document was accepted on December 7, 2023 @ 7:02 am.**  
**An email confirmation was sent to dcox@sthelensoregon.gov.**

[Download a copy](#) of what you've signed.

[Payment Details](#)[Uploads Area](#)[Have Questions?](#)**Quote Accepted. Have additional questions?**

*(Note, you will receive a copy of your message by email.)*

**Brian Garrison** said August 14, 2023 @ 10:18 am

I'm writing to send along an update that Amber has shifted the expiration date on this quote to September 1.

*Time expressed in Pacific Standard Time UTC-08:00*

This page was created using [QuoteValet](#) - The online quote delivery and acceptance vehicle for [QuoteWerks](#).





## 2-Year MoreAware Essentials Agreement Proposal

Quote Number: QWSQ2467

Expiration: 12/22/2023

Prepared For:

Mouhamad Zaher  
City of St. Helens

Prepared By:



Chris Leiker  
President

888-556-8049

503-556-8105

cleiker@morepowertech.com

12/4/2023

Dear Mouhamad,

We appreciate your continued trust in us to manage your network. As we have closely evaluated the size and needs of the network, we have scaled the MoreAware service agreement to match the actual count of devices and users.

The previous MoreAware Premium agreement was based on an undercount of devices. The City was effectively receiving a significant discount on the typical fees for a network of comparable size.

The monthly cost of the agreement quoted here is for a MoreAware Essentials agreement. There are several differences between the services offered under a Premium compared to an Essentials, but one of the key pieces to note is that remote labor is covered, but any on-site work is billable under the Essentials.

By signing with More Power Technology Group, you benefit from a pool of expertise to help manage and maintain your network. We aren't happy unless your IT infrastructure is making you happy.

You can review and approve this quote through our online sales portal, or by signing and returning the PDF.

If you have any questions or concerns, please feel free to contact us via phone, email or Teams.

Regards,

*Chris Leiker*

(888) 556 - 8049

cleiker@morepowertech.com





## Prepared For:

Mouhamad Zaher  
City of St. Helens  
mzaher@sthelensoregon.gov  
265 Strand Street  
PO Box 278  
St. Helens, OR 97051  
5033976272  
(503) 366-8235

QUOTE #

QWSQ2467

PRESENTED

12/4/2023

| PO Number | Payment Terms       | Valid Through |
|-----------|---------------------|---------------|
| TBD       | Due upon acceptance | Dec 22, 2023  |

## Monthly Recurring Fees

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Qty | Ext. Price |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|
| <p>MoreAware Essentials Agreement Bundle</p> <p>Included subscriptions:<br/>Management of equipment &amp; accounts listed in Appendix E</p> <ul style="list-style-type: none"> <li>- Workstations</li> <li>- Server(s)</li> <li>- Firewalls</li> <li>- Network Switch(es)</li> <li>- Wireless Controller(s)</li> <li>- email accounts (vendor subscription paid separately)</li> </ul> <p>3rd Party Software Deployment &amp; Patch Management (per workstation &amp; server)<br/>Darkweb Compromise Monitoring (per domain)<br/>Email Blacklist Monitoring (per email domain)<br/>Business Email Security (per email account)<br/>Dropsuite Business Backup (per email account)<br/>Advanced Network Monitoring (per switch, firewall, wireless controller, &amp; router)<br/>Advanced Change Management (per workstation, server, &amp; firewall)<br/>MyITProcess for IT Standards, IT Policies, &amp; Strategic Road Map Planning<br/>MyGlue Account for Shared IT Documentation (per approved user)</p> | 1   | \$9,832.45 |
| <i>Client to procure Endpoint Protection through third party</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |            |

## Labor for security subscriptions setup

|                                                                                    | Qty | Ext. Price |
|------------------------------------------------------------------------------------|-----|------------|
| Labor charges for security configuration - Calculated with current Guaranteed Rate |     | \$1,950.00 |

## Additional Security Subscriptions

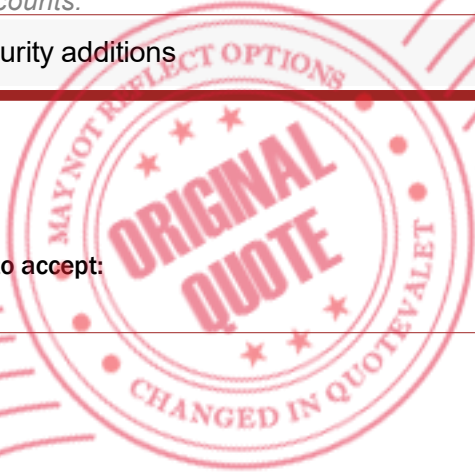
|                                                             | Qty | Ext. Price                                                                   |
|-------------------------------------------------------------|-----|------------------------------------------------------------------------------|
| Monthly Microsoft Entra ID (Azure AD) Premium P1 Government | 106 | <b>\$636.00</b><br><i>(First Monthly Payment)</i><br>\$636.00 billed Monthly |

| Quote Name: 2-Year MoreAware Essentials Agreement Proposal                                                               |   | Qty      | Ex Item #12.                                      |
|--------------------------------------------------------------------------------------------------------------------------|---|----------|---------------------------------------------------|
| Monthly Microsoft Office 365 Enterprise G5 for GCC                                                                       | 1 | \$38.00  | (First Monthly Payment)<br>\$38.00 billed Monthly |
| Billed monthly with other Microsoft subscriptions.<br>A unique MS Office G5 account is required for SIEM-SOC operations. |   |          |                                                   |
| *User counts will fluctuate with additions or subtractions. Billing estimate here from snapshot of counts.               |   |          |                                                   |
| Subtotal for monthly security additions                                                                                  |   | \$674.00 |                                                   |

Recurring Amounts:  
 \$10506.45 Billed Monthly

Please e-sign with QuoteValet or sign here to accept:

|                   |             |
|-------------------|-------------|
| Solution Subtotal | \$12,456.45 |
| Sales Tax         | \$0.00      |
| Shipping          | \$0.00      |
| Grand Total       | \$12,456.45 |





## MoreAware Essentials Managed Services Agreement

This Service Agreement ("Agreement") is made on the date set forth below by and between More Power Technology Group (MPTG), with principal office located at 1461 Broadway St. Suite B, Longview, Washington, 98632 and City of St. Helens (CUSTOMER/Account) with principal office located at 265 Strand Street, St. Helens, OR, 97051.

**WHEREAS** MPTG is a provider of managed technology support services, security, cloud, and networking solutions;

**WHEREAS** CUSTOMER desires to contract with MPTG for the provision of MPTG managed technology support services, security, cloud, and networking solutions.

**NOW THEREFORE**, for and in consideration of the promises contained herein and other good and valuable consideration, the parties agree as follows:

- 1) **SCOPE OF SERVICES** - This Agreement is designed to provide the CUSTOMER with a range of managed services, centralized proactive monitoring, and other support services for CUSTOMERS Network and other technology needs. This Agreement includes the services listed in Appendix A "Scope of Services".
- 2) **TERM OF SERVICE** - This Agreement shall be for a term of two (2) years.
- 3) **PURCHASE PRICE** - CUSTOMER is purchasing services from MPTG under this Agreement for the term as stated in Paragraph 2 above. Said price shall be paid in monthly installments with the first monthly installment due upon execution of this Agreement.
- 4) **AUTOMATIC INCREASE** – The monthly price of this Agreement as stated in paragraph 3 above shall be automatically increased annually on the anniversary of the Agreement as determined by the Consumer Price Index (CPI) published by the Federal Bureau of Labor Statistics for the covered period.
- 5) **CONTINUANCE/AUTOMATIC RENEWAL** - This Agreement shall renew automatically at the end of the prior Agreement term for a period of one (1) year. MPTG shall provide written notice of automatic renewal to the CUSTOMER within thirty (30) days of the expiration of the initial term. MPTG or the CUSTOMER may affirmatively terminate this Agreement following the initial period of service by written notice to the other party prior to expiration of the Agreement.
- 6) **COVERED EQUIPMENT** - For purposes of this Agreement, the "Network" shall be defined as, and shall include the servers, workstations, laptops, mobile devices, firewalls, switches, and other devices currently installed or used to connect to network applications and storage from the location(s) listed in Appendix B "Locations". Printers and other copying devices are NOT included other than in their ability to connect to the network.
- 7) **ADDITIONS/REMOVALS** - Any equipment added to or removed from the Network and which are/will be included in this Agreement shall have an incremental increase/decrease in cost as shown in the table below:

| Network Addition/Removal:  | Monthly Rate Per Unit: |
|----------------------------|------------------------|
| Workstation Tier 1: <100   | \$58.00                |
| Workstation Tier 2: <200   | \$53.00                |
| Workstation Tier 3: <300   | \$48.00                |
| Workstation Tier 4: <400   | \$43.00                |
| Workstation Tier 5: <1,000 | \$38.00                |
| Servers Tier 1: <10        | \$118.00               |
| Servers Tier 2: <20        | \$108.00               |
| Servers Tier 3: 20+        | \$98.00                |
| Firewalls                  | \$25.00                |
| Layer 2 & 3 Switches       | \$25.00                |
| Wireless Controllers       | \$25.00                |
| Routers                    | \$25.00                |
| Email Accounts             | \$5.00                 |
| Domains:                   | \$119.00               |

- 8) **LOCATION(S)** - Services under this Agreement shall be provided at/to the location(s) listed in Appendix B "Locations".
- 9) **SERVICE LIMITATIONS** - In addition to other limitations and conditions set forth in this Agreement, the following service and support limitations and conditions are explicitly expressed:
  - a. On-site support services are NOT included in this agreement. Services requiring on-site support shall be billed in 15-minute increments, including portal-to-portal drive time, at the applicable rate shown in Appendix C "Out of Scope Service Rates".
  - b. Project services are NOT included in this Agreement. A Project is defined as: A predetermined set of tasks and objectives of a temporary nature, with a defined beginning and end, resulting in a projected outcome which may require, as an example, any one of the following: six (6) or more hours of support labor; installation or support of installation of new software; installation, upgrade, replacement, or relocation of one (1) or more servers, or installation or replacement of one (1) or more workstations within one month; installation, upgrade, replacement or relocation of networking equipment. Project services shall be proposed to and

approved by the CUSTOMER in a "Statement of Work" prior to initiation of a project.

- c. The cost of consumables, replacement parts, hardware, software, network upgrades and associated services are NOT included in this Agreement. When requested by CUSTOMER, MPTG shall provide consultative, specification, sourcing guidance, Time and Material, and Project offerings.
- d. Except as may otherwise be stated in this Agreement, software and other software application upgrades are NOT included in this Agreement.
- e. Maintenance and support services for printers and copying devices are NOT included in this Agreement.
- f. Except as may otherwise be stated in this Agreement, software application support services are NOT included in this Agreement.
- g. Manufacturer provided warranty parts and labor/services are NOT included in this Agreement.
- h. Restoration of lost data caused by systems, hardware, or software failure is NOT included in this Agreement and MPTG assumes no responsibility for any such loss or failure.
- i. MPTG SHALL NOT BE RESPONSIBLE FOR AND GIVES NO WARRANTY FOR MANUFACTURAL WARRANTED PARTS.
- j. Periodic reboots for such devices as firewalls, routers, and servers are required to apply/activate critical update patches and configuration changes. MPTG's support services are predicated upon the CUSTOMER'S support and commitment to providing time/scheduling for network device reboots with its staff and/or user's support.
- k. Virus mitigation depends upon CUSTOMER satisfying recommended backup schemes and having appropriate security software with current updates.
- l. This Agreement and the support services defined herein are contingent upon CUSTOMER'S permitting of MPTG secure remote access into CUSTOMER'S network.
- m. Support services requested outside the scope of this Agreement may not be exchanged for days or services within this Agreement. Additional support services are available on both a "Time and Materials," or "Project" basis.

- 10) **CHARGES FOR SUPPLEMENTAL AND PROJECT SERVICES** - Supplemental and Project services requested by CUSTOMER and provided by MPTG which are outside the scope of this Agreement shall be charged to CUSTOMER as an additional charge. MPTG shall inform CUSTOMER when there will be an additional charge and how the charge will be calculated. Additional charges will be billed at the time of service.
- 11) **RIGHT TO RENEGOTIATE** - MPTG reserves the right to renegotiate rates or responsibilities under this agreement (or any portion thereof) based on additions of locations, hardware, software, hardware support requirements, and/or services. MPTG shall give thirty (30) day notice before exercising its rights under this section. The right to renegotiate also extends to the CUSTOMER under the same conditions.
- 12) **GUARANTEED RESPONSE TIMES AND PRIORITY** - The MPTG Service Desk documents and tracks issues and service requests. Service tickets are assigned priority based upon the severity of the issue and other considerations. Appendix D "Priorities and Response Times" provides a definition of each level of priority and the average time in which MPTG guarantees to respond to an issue.
- 13) **TAXES** - CUSTOMER shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, federal, state, or otherwise, however designated, which are levied or imposed by reason of the services provided pursuant to this Agreement. Without limiting the foregoing, CUSTOMER shall promptly pay to MPTG an amount equal to any such taxes actually paid or required to be collected or paid by MPTG.
- 14) **FAILURE TO PAY** - MPTG reserves the right to refuse or suspend service under this Agreement in the event CUSTOMER has failed to pay any invoice within thirty (30) days of said invoice date, whether it is an invoice for services provided under this Agreement, supplemental services, services provided under any other Agreement between the parties, or product purchases.
- 15) **CONDITIONS OF SERVICE** - The CUSTOMER Network is eligible for support under this Agreement provided it shall be, and remain in, good condition and MPTG serviceability requirements and site environmental conditions are met. MPTG reserves the right to inspect the Network upon the commencement of this Agreement for the purpose of creating a diagram of the Network and/or conducting a diagnostic test of the Network.
- 16) **LOSS OF USE** - MPTG shall not be responsible to CUSTOMER for loss of use of the Network or for any other liabilities arising from alterations, additions, adjustments, or repairs which have been made to the Network by the CUSTOMER. MPTG shall not be responsible for acts done by third parties who are not authorized representatives of MPTG.
- 17) **MPTG SERVICE RESPONSIBILITY** - MPTG shall provide remote support services in a timely manner via telephone, email, cloud application, and other remote access methods.
  - a. MPTG shall provide off-site services during MPTG normal business hours and on MPTG normal business days. On-site support services shall be provided in accordance with paragraph (17b) below. MPTG shall notify the designated CUSTOMER representative prior to commencing ALL support services and at the completion of ALL support services which might impact the CUSTOMER's ability to use its Network or network devices. MPTG's representatives shall have, and the CUSTOMER shall provide full access to

the Network in order to affect the necessary support services.

- b. If on-site or off-site services are requested by the CUSTOMER outside of normal MPTG business hours MPTG shall provide such support service subject to the availability of its representatives according to the terms and conditions set forth in this Agreement and paragraph (17a) above.
- c. MPTG shall be obligated to provide support service only at the location(s) defined in this Agreement. If the CUSTOMER desires to relocate, add, or remove locations, the CUSTOMER shall give appropriate notice to MPTG of its intention to relocate sixty (60) days in advance. MPTG reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by the CUSTOMER. Such right includes the right to refuse service to CUSTOMER at the relocation and/or new site.

18) **CUSTOMER RESPONSIBILITY** - CUSTOMER shall provide adequate workspace, heat, light, ventilation, electric current and outlets, internet access, and remote access for use by MPTG's representatives.

- a. CUSTOMER shall promptly notify MPTG of any events/incidents that might impact the services defined within this Agreement and/or any supplemental service needs.
- b. CUSTOMER agrees that it will inform MPTG of any modification, installation, or service performed on the Network by individuals not employed by MPTG in order to assist MPTG in providing an efficient and effective support response.
- c. CUSTOMER shall designate a managerial level representative to authorize all network support services. Whenever possible, said representative shall be present when a MPTG service representative is on-site.
- d. CUSTOMER shall strictly control remote access to its network by restricting access permission and by implementing encryption methodologies and strong password protection policies. Personal equipment used to connect to the CUSTOMER network must meet the security and access requirements established by MPTG.
- e. CUSTOMER agrees that payment for the full term for cloud or other service subscriptions included in this agreement shall be the responsibility of the CUSTOMER in the event the CUSTOMER terminates this Agreement prior to its expiration or to the expiration of any automatic renewal period.

19) **OPT-OUT/TERMINATION** - MPTG and/or CUSTOMER shall have the right to terminate this Agreement under any of the following conditions:

- a. If in MPTG's sole discretion, such discretion not to be unreasonably exercised, conditions at the service site(s) have materially changed or pose a health or safety threat to any MPTG representative.
- b. If the CUSTOMER does not pay MPTG within thirty days from receipt of MPTG's invoice and/or otherwise materially breaches this Agreement.
- c. If upon thirty (30) days written notice MPTG fails to perform its obligations under this Agreement.
- d. If either party provides ninety (90) days written notice to the other party of its intention to terminate.
- e. If both parties agree to terminate the Agreement.
- f. If this Agreement is superseded by a new MoreAware™ agreement between both parties to this Agreement.
- g. If one of the parties shall be declared insolvent or bankrupt.
- h. If a petition is filed in any court and not dismissed in ninety (90) days to declare one of the parties bankrupt and/or for a reorganization under the Bankruptcy Law or any similar statute.
- i. If a Trustee in Bankruptcy or a Receiver or similar entity is appointed for one of the parties. Upon termination, all hardware and software installed by MPTG that was required to conduct network support services are the property of MPTG and shall be surrendered and returned to MPTG at end of the Agreement, except as otherwise specifically agreed herein.

20) **REMEDIES** - In the event CUSTOMER terminates this Agreement for any reason other than a breach of the terms hereof by MPTG, CUSTOMER shall NOT be entitled to a refund of any monies paid by CUSTOMER in advance of the month or part thereof for which services by MPTG were last performed.

21) **INDEPENDENT ENGAGEMENT/NON-HIRE** - CUSTOMER acknowledges that MPTG is involved in a highly strategic and competitive business. CUSTOMER further acknowledges that CUSTOMER would gain substantial benefit and that MPTG would be deprived of such benefit, if CUSTOMER were to directly hire any personnel employed by MPTG. Except as otherwise provided by law, CUSTOMER shall not, without the prior written consent of MPTG, solicit the employment of MPTG personnel during the term of this Agreement and for a period of twelve (12) months following expiration of this Agreement.

- a. CUSTOMER agrees that calculation of MPTG's damages resulting from breach by CUSTOMER of this provision would be impracticable and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event CUSTOMER violates this provision, CUSTOMER shall immediately pay MPTG an amount equal to 50% of employee's total annual compensation as liquidated damages and MPTG shall have the option to terminate this Agreement without further notice or liability to CUSTOMER. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated



based upon the projected costs MPTG would incur as a result of any breach of this part of this Agreement, and to identify, recruit, hire and train suitable replacements for such personnel whether or not actually employed by CUSTOMER.

- b. In no event shall it be a violation of this section for CUSTOMER to engage in solicitations incidental to general advertising or other general solicitation in the ordinary course not specifically targeted at such persons or to employ any person not solicited in violation of this agreement.
- c. This provision shall survive termination of this Agreement and any other Agreements between CUSTOMER and MPTG.

22) **CONFIDENTIALITY** - This Confidentiality portion of this Agreement is in addition to other terms and conditions set forth in any and all Agreements currently existing or hereafter created between CUSTOMER and MPTG. This Agreement shall under no circumstances be deemed to alter any such contract except as specifically provided below.

- a. MPTG acknowledges that in the course of providing services to CUSTOMER, MPTG may learn from CUSTOMER certain non-public personal and otherwise confidential information relating to CUSTOMER, including its customers, consumers, or employees. MPTG shall regard any and all information it receives which in any way relates or pertains to CUSTOMER, including its customers, consumers, or employees as confidential.
- b. MPTG shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve CUSTOMER or as expressly and specifically permitted in writing by said CUSTOMER or as required by applicable law.
- c. CUSTOMER acknowledges that it also has certain obligations to keep records and information of its business, customers, consumers, and employees, confidential.
- d. CUSTOMER also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by MPTG, or which comes to its attention during the course of business and provided under this Agreement constitute valuable assets of and are confidential and/or proprietary to MPTG. Customer shall not reveal such information except as provided by law and will use its best efforts to give reasonable and timely notification to MPTG of any disclosure it may be bound to make so MPTG can seek its own remedy if it chooses to do so.
- e. This provision shall survive termination of this Agreement and any other Agreements between CUSTOMER and MPTG.

23) **WARRANTIES AND DISCLAIMERS** -

- a. **MPTG MAKES AND THE CUSTOMER RECEIVES NO WARRANTY, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL MPTG OR ANY OF ITS DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES BE HELD RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATIONS, THOSE RESULTING FROM LOSS OF DATA, INCOME, PROFIT, OR ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR USE THEREOF EVEN IF MPTG HAS BEEN ADVISED OR HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT MPTG'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CUSTOMER'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK OF A DATA BREACH.**
- b. **CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE OVERALL EFFECTIVENESS AND EFFICIENCY OF THE OPERATING ENVIRONMENT IN WHICH THE NETWORK IS TO FUNCTION.**
- c. **CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT DOES NOT CREATE ANY DIRECT OR IMPLIED FEDUCIARY RESPONSIBILITY ON THE PART OF MPTG.**

24) **INDEMNIFICATION** - CUSTOMER hereby agrees to indemnify and defend at its sole expense: MPTG, its employees, agents, representatives, directors and shareholders, from and against any and all claims arising out of or based upon CUSTOMER'S use of all services, software or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement. In addition, CUSTOMER agrees to pay any judgment and costs including but not limited to MPTG's reasonable Attorneys' Fees.

25) **GENERAL PROVISIONS** -

- a. **Sole Agreement:** This Agreement constitutes the entire and only understanding and Agreement between the parties hereto with respect to the subject matter hereof and, except as expressly set forth herein, maybe amended only by a writing signed by each of the parties hereto.
- b. **Severability:** If a court of competent jurisdiction determines that any terms or provision of this Agreement is invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement, which shall continue to be given full force and effect.
- c. **Captions:** The captions of the paragraphs of this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement or any of the provisions hereof.



- d. **Binding Effect:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, legal representatives, personal representatives, administrators, successors, and permitted assigns, as the case may be.
- e. **Waiver:** Any failure of either party to comply with any obligation, covenant, Agreement, or condition herein may be expressly waived, but only if such waiver is in writing and signed by the other parties. Any such waiver or failure to insist upon strict compliance with such obligation, covenant, Agreement, or conditions shall not operate as a waiver of and/or set precedence with respect to any subsequent and/or other failure.
- f. **Governing Law:** Notwithstanding the place where this Agreement may be executed by any party, this Agreement, the rights and obligations of the parties, and any claims and disputes relating hereto shall be subject to and governed by the laws of the State of Washington, and such laws shall govern all aspects of this Agreement. The parties agree to submit to the personal jurisdiction and venue of the state and federal courts in the State of Oregon, for the Judicial District where CUSTOMER has its principal office, for resolution of all disputes and causes of action arising out of this Agreement, and the parties hereby waive all questions of personal jurisdiction and venue of such courts, including, without limitation, the claim or defense therein that such courts constitute an inconvenient forum.
- g. **Assignment:** This Agreement and the rights and duties hereunder shall not be assignable by either party hereto except upon written consent of the other.
- h. **Force Majeure:** MPTG shall not be liable for any problems created due to external causes beyond its control including, but not limited to, terrorist acts, natural catastrophe, fire, flood, or other act of God, and/or power failure, virus propagation, improper shut down of the Network and related Network systems/services, or service interruptions caused by the Internet service provider.
- i. **Attorneys' Fees.** In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all expenses, including reasonable attorneys' fees.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the day and year below written.

## Appendix A – Scope of Services

### Proactive Technology Support

- Application monitoring
- Domain monitoring
- SSL certificate monitoring
- Wireless monitoring
- UPS monitoring
- RAID monitoring
- Services monitoring
- Website monitoring
- Cloud services monitoring
- Email blacklist monitoring
- Backup monitoring
- Firewall monitoring
- ISP service monitoring
- IoT monitoring
- NAS monitoring
- SAN Monitoring
- Network switch monitoring
- Printer monitoring
- Virtualization monitoring
- VoIP monitoring
- Periodic UPS tests
- Periodic backup restoration tests
- Server operating system patch management
- Server firmware management
- Server performance management
- Workstation operating system patch management
- Workstation firmware management
- Workstation performance management

### Technology Management and Administration

- 3<sup>rd</sup> Party software administration
- Active directory administration
- Azure active directory administration
- Microsoft 365 administration
- Group Policy administration
- Exchange on-premises administration
- Exchange online administration
- Virtualization administration
- Dynamic network diagramming
- Power management
- Strategic client account management
- Customized network group policies, standards, and profiles
- Hardware & software asset tracking

### Reactive Technology Support Services

- Secure media destruction
- E-waste recycling
- Shared help desk system account(s)
- Shared documentation system account(s)
- Shared remote support system account(s)
- Remote support



**Essential MPTG Services**

- Basic network device monitoring
- Business Endpoint Security licensing
- Business Email Security licensing
- Dark web compromise monitoring
- Disaster recovery licensing & storage

**Technology Vendor Relationship Management**

- Procurement assistance
- Change management consultation
- Domain tracking
- SSL tracking
- Warranty tracking
- 3<sup>rd</sup> Party hardware & software implementation support
- Software vendor documentation
- Hardware vendor documentation
- Services vendor documentation

**Technology Consulting and Strategic Planning**

- Chronic issue(s) mitigation
- IT standards assessment & gap analysis
- IT policies assessment & gap analysis
- Strategic technology roadmaps
- Strategic technology business reviews
- Warranty & aging report



## Appendix B – Locations

Services under this Agreement shall only be provided at/to the following location(s):

•

## Appendix C – Out of Scope Service Rates

| Days of Service  | Hours of Service                                                           | Rate          |
|------------------|----------------------------------------------------------------------------|---------------|
| Business Days    | Monday through Friday, 8:00 am to 5:00 pm                                  | \$150.00/hour |
| After Hours      | Monday through Friday, 5:00 pm to 11:00 pm<br>Saturday, 9:00 am to 5:00 pm | \$200.00/hour |
| Overnight        | Hours outside of those listed above.                                       | \$250.00/hour |
| Holidays/Sundays | 12:00 am to 11:59 pm                                                       | \$300.00/hour |

## Appendix D – Priorities and Response Times

| Priority | Issue                                                                                                                                 | Response Time                |
|----------|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| Low      | No immediate impact on the user or organization.<br>First come, first serve.                                                          | Within the next business day |
| Medium   | Some impact on the user or organization, but not affecting mission-critical functions.<br>Scheduled appointments.                     | Within the same business day |
| High     | ALL MPTG WARRANTY ISSUES.<br>Impacts some user or organization mission-critical functions.<br>Monitored device WARNING notifications. | Within 4 business hours      |
| Critical | Broad organization mission-critical functions affected.<br>Monitored device FAILURE notifications.                                    | Within 30 business minutes   |



## Appendix E – Assets Under Management

|   | Domains            | Used for Email | Used for Website |
|---|--------------------|----------------|------------------|
| 1 | sthelensoregon.gov | Y              | Y                |

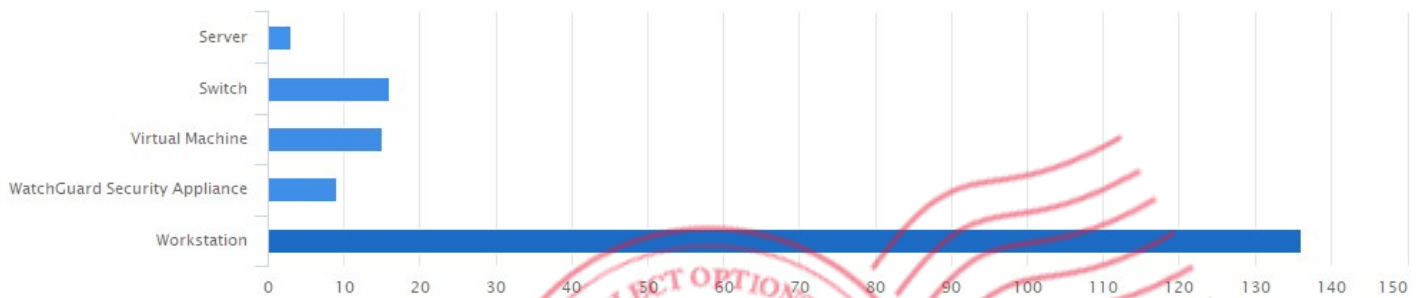
|    | Display name         | Email                              | DEPARTMENT |
|----|----------------------|------------------------------------|------------|
| 1  | Alex Bird            | abird@sthelensoregon.gov           |            |
| 2  | Accounts Payable     | accountspayable@sthelensoregon.gov |            |
| 3  | Adam Hartless        | ahartless@sthelensoregon.gov       | PD         |
| 4  | Aryn Keeney          | akeeney@sthelensoregon.gov         |            |
| 5  | Aaron Kunders        | akunders@sthelensoregon.gov        |            |
| 6  | Amy Lindgren         | alindgren@sthelensoregon.gov       |            |
| 7  | April Messenger      | amessenger@sthelensoregon.gov      |            |
| 8  | Adam Raethke         | araethke@sthelensoregon.gov        | PD         |
| 9  | Bryan Cutright       | bcutright@sthelensoregon.gov       | PD         |
| 10 | Brian Greenway       | bgreenway@sthelensoregon.gov       |            |
| 11 | Brandon Haflich      | bhaflich@sthelensoregon.gov        |            |
| 12 | Brenda Herren-Kenaga | bherrenkenaga@sthelensoregon.gov   | Library    |
| 13 | Brianna Herrington   | bherrington@sthelensoregon.gov     |            |
| 14 | Brett Long           | blong@sthelensoregon.gov           |            |
| 15 | Brandon Sundeen      | bsundeen@sthelensoregon.gov        |            |
| 16 | Buck Tupper          | btupper@sthelensoregon.gov         |            |
| 17 | Chris Burgess        | cburgess@sthelensoregon.gov        |            |
| 18 | Cameron Burkhardt    | cburkhardt@sthelensoregon.gov      | Library    |
| 19 | Chris Causey         | ccausey@sthelensoregon.gov         |            |
| 20 | Crystal King         | cking@sthelensoregon.gov           |            |
| 21 | Curt Lemont          | clemont@sthelensoregon.gov         |            |
| 22 | Columbia Room        | ColumbiaRoom@sthelensoregon.gov    |            |
| 23 | Court Clerk          | courtclerk@sthelensoregon.gov      |            |
| 24 | Cameron Page         | cpage@sthelensoregon.gov           |            |
| 25 | Christina Sullivan   | csullivan@sthelensoregon.gov       |            |
| 26 | Darin Cox            | dc Cox@sthelensoregon.gov          |            |
| 27 | Daniel Dieter        | ddieter@sthelensoregon.gov         |            |
| 28 | Dave Elder           | delder@sthelensoregon.gov          |            |
| 29 | Dylan Gaston         | dgaston@sthelensoregon.gov         | PD         |
| 30 | Doug Morten          | dmorten@sthelensoregon.gov         |            |
| 31 | Dawn Richardson      | drichardson@sthelensoregon.gov     |            |
| 32 | Doug Treat           | dtreat@sthelensoregon.gov          | PD         |
| 33 | Evin Eustice         | eeustice@sthelensoregon.gov        | PD         |
| 34 | Everardo Medina      | emedina@sthelensoregon.gov         |            |
| 35 | Ethan Stirling       | estirling@sthelensoregon.gov       |            |
| 36 | Executime            | Executime@sthelensoregon.gov       |            |
| 37 | Finance Dept         | financedept@sthelensoregon.gov     |            |
| 38 | Gloria Butsch        | gbutsch@sthelensoregon.gov         |            |
| 39 | Heidi Davis          | hdavis@sthelensoregon.gov          |            |
| 40 | Hailey Holm          | hh olm@sthelensoregon.gov          | PD         |
| 41 | Jonathon Anderson    | janderson@sthelensoregon.gov       |            |
| 42 | Joel Beehler         | jbeehler@sthelensoregon.gov        |            |
| 43 | Jose Castilleja      | jcastilleja@sthelensoregon.gov     | PD         |
| 44 | Jessica Chilton      | jchilton@sthelensoregon.gov        |            |
| 45 | Jamin Coy            | jcoy@sthelensoregon.gov            | PD         |
| 46 | Jennifer Dimsho      | jdimsho@sthelensoregon.gov         |            |
| 47 | Jamie Edwards        | jedwards@sthelensoregon.gov        |            |
| 48 | Jon Eggers           | jegg ers@sthelensoregon.gov        | PD         |
| 49 | Jon Ellis            | jellis@sthelensoregon.gov          |            |
| 50 | Jamie Ford           | jford@sthelensoregon.gov           |            |
| 51 | Jacob Graichen       | jgraichen@sthelensoregon.gov       |            |
| 52 | John Hicks           | jhicks@sthelensoregon.gov          |            |
| 53 | Joe Hoque            | jhoque@sthelensoregon.gov          | PD         |

|     |                             |                                    |           |
|-----|-----------------------------|------------------------------------|-----------|
| 55  | Jennifer Johnson            | jjohnson@sthelensoregon.gov        |           |
| 56  | Johnathon Sprinzi           | jsprinzi@sthelensoregon.gov        |           |
| 57  | Jesse Templin               | jtemplin@sthelensoregon.gov        |           |
| 58  | John Walsh                  | jwalsh@sthelensoregon.gov          | City Hall |
| 59  | Julian Zirkle               | jzirkle@sthelensoregon.gov         |           |
| 60  | Kolten Edwards              | kedwards@sthelensoregon.gov        | PD        |
| 61  | Kathy Payne                 | kpayne@sthelensoregon.gov          |           |
| 62  | Lisa Hills                  | lhills@sthelensoregon.gov          |           |
| 63  | Luke Marshall               | lmarshall@sthelensoregon.gov       | PD        |
| 64  | Lisa Scholl                 | lscholl@sthelensoregon.gov         |           |
| 65  | Mike DeRoia                 | mderoia@sthelensoregon.gov         |           |
| 66  | Matt Funk                   | mfunk@sthelensoregon.gov           |           |
| 67  | Melisa Gaelrun-Maggi        | mgaelrunmaggi@sthelensoregon.gov   |           |
| 68  | Mark Gundersen              | mgundersen@sthelensoregon.gov      |           |
| 69  | Michele Karmartsang         | mkarmartsang@sthelensoregon.gov    | Library   |
| 70  | McKenzie McClure            | mmcclure@sthelensoregon.gov        | PD        |
| 71  | Matt Molden                 | mmolden@sthelensoregon.gov         | PD        |
| 72  | Melanie Payne               | mpayne@sthelensoregon.gov          |           |
| 73  | More Power Technology Group | mpcadmin@sthelensoregon.gov        |           |
| 74  | Matt Smith                  | msmith@sthelensoregon.gov          |           |
| 75  | Mouhamad Zaher              | mzaher@sthelensoregon.gov          | PW        |
| 76  | Nick Ford                   | nford@sthelensoregon.gov           |           |
| 77  | Nick Ratliff                | nratliff@sthelensoregon.gov        |           |
| 78  | Nicole Woodruff             | nwoodruff@sthelensoregon.gov       | Library   |
| 79  | Patrick Birkle              | pbirkle@sthelensoregon.gov         |           |
| 80  | Pati Ruiz                   | pruiz@sthelensoregon.gov           | PD        |
| 81  | Rachael Barry               | rbarry@sthelensoregon.gov          |           |
| 82  | Ryan Powers                 | rpowers@sthelensoregon.gov         | PW        |
| 83  | Rick Scholl                 | rscholl@sthelensoregon.gov         | City Hall |
| 84  | Roger Stauffer              | rstauffer@sthelensoregon.gov       |           |
| 85  | Suzanne Bishop              | sbishop@sthelensoregon.gov         | Library   |
| 86  | Scanner                     | scanner@sthelensoregon.gov         |           |
| 87  | Sharon Darroux              | sdarroux@sthelensoregon.gov        |           |
| 88  | Shanna Duggan               | sduggan@sthelensoregon.gov         |           |
| 89  | Sam Erskine                 | serskin@sthelensoregon.gov         |           |
| 90  | Scott Harrington            | sharrington@sthelensoregon.gov     |           |
| 91  | St Helens Public Library    | shpl@sthelensoregon.gov            |           |
| 92  | SHPL Makerspace             | SHPLmakerspace@sthelensoregon.gov  |           |
| 93  | Sheri Ingram                | singram@sthelensoregon.gov         |           |
| 94  | Sam Ortiz                   | sortiz@sthelensoregon.gov          |           |
| 95  | St Helens Room              | StHelensRoom@sthelensoregon.gov    |           |
| 96  | Stephen Topaz               | stopaz@sthelensoregon.gov          |           |
| 97  | Scott Williams              | swilliams@sthelensoregon.gov       |           |
| 98  | Tyler Hills                 | thills@sthelensoregon.gov          |           |
| 99  | Tim Illias                  | tillias@sthelensoregon.gov         |           |
| 100 | Tari Johnson                | tjohnson@sthelensoregon.gov        | Library   |
| 101 | Terry Massey                | tmassey@sthelensoregon.gov         | PD        |
| 102 | Tory Shelby                 | tshelby@sthelensoregon.gov         |           |
| 103 | Tim Underwood               | tunderwood@sthelensoregon.gov      |           |
| 104 | UtilityBilling              | utilitybilling@sthelensoregon.gov  |           |
| 105 | White Ford Escape           | WhiteFordEscape@sthelensoregon.gov |           |
| 106 | Willamette Room             | WillametteRoom@sthelensoregon.gov  |           |

## Device Counts

Item #12.

List based on ConnectWise configurations



| Device Type ▲                 | Count |
|-------------------------------|-------|
| Server                        | 3     |
| Switch                        | 16    |
| Virtual Machine               | 15    |
| WatchGuard Security Appliance | 9     |
| Workstation                   | 136   |

### Server

| Device Name ▲ | User      | Manufacturer | Model             | Serial Number | Date Purchased | Status                 |
|---------------|-----------|--------------|-------------------|---------------|----------------|------------------------|
| cosh-pdvmh01  | Darin Cox | Dell Inc.    | PowerEdge T430    | 1KWYV52       | 9/9/2015       | Active                 |
| cosh-vmh01    | Darin Cox | Lenovo       | ThinkServer RD540 | MJ015WBU      | 7/21/2014      | Active                 |
| COSTHHOST02   | Darin Cox | Dell Inc.    | Power Edge R730xd | 8V10LB2       | 7/21/2016      | Retirement in Progress |
| 3             |           |              |                   |               |                |                        |

### Switch

| Device Name ▲                            | User              | Manufacturer      | Model            | Serial Number         | Date Purchased | Status |
|------------------------------------------|-------------------|-------------------|------------------|-----------------------|----------------|--------|
| 28c68e15dd00 (library public sw)         | Darin Cox         | Netgear           | ?                | ?                     |                | Active |
| Araknis 16 port in City Hall AV Room     | Darin Cox         | Araknis           | AN-210-SW-16-POE | ST1650035906841A      |                | Active |
| Araknis 24 port in City Council Chambers | Darin Cox         | Araknis           | AN-210-SW-24-POE | ST1924000307842C      |                | Active |
| COSH-Library-Private-SW01                | Darin Cox         | Cisco             | SG300-28PP       | DNI194801EB           |                | Active |
| COSH-PD-SW01                             | Darin Cox         | Cisco             | SG300-52P        | PSZ19431B1U           |                | Active |
| COSH-PW-SW01                             | Darin Cox (Admin) | Netgear           | GS308EP          | 6JE4255BA03AD         | 7/6/2022       | Active |
| COSH-PW-SW02                             | Darin Cox (Admin) | Netgear           | GS108Ev3         | MAC 34:98:b5:ae:b5:a8 | 7/6/2022       | Active |
| COSH-RecCenter-SW02                      | Darin Cox         | Netgear           | GS108PEv3        | 3UJ88C5U011C1         |                | Active |
| cosh-sw01                                | Darin Cox         | Netgear           | M4300-52G-PoE+   | 53LC0C59A0505         |                | Active |
| cosh-sw01 #2 in stack                    | Darin Cox         | Netgear           | M4300-52G-PoE+   | 53LC0C5HA050D         |                | Active |
| hirschmann rs2 54                        | Darin Cox         | Other             | ?                | ?                     |                | Active |
| Hirschmann RS2 60                        | Darin Cox         | Other             | ?                | ?                     |                | Active |
| Parks Switch                             |                   | Netgear           | GS308E-100NAS    | 5W23035SA00EE         | 7/16/2020      | Active |
| RC-CoreSwitch                            | Darin Cox         | Ubiquiti Networks | US-24-500W:bf7e  | US-24-500W:bf7e       |                | Active |
| Waste Water Switch                       |                   | Netgear           | GS308E-100NAS    | 5W23035JA03D0         | 7/17/2020      | Active |
| Water Filtration Switch                  | Thad Houk         | Netgear           | M4100-26G        | 3928975WF00C0         | 7/16/2020      | Active |
| 16                                       |                   |                   |                  |                       |                |        |

### Virtual Machine

| Device Name ▲   | User      | Manufacturer | Model               | Serial Number                                          | Date Purchased | Status                 |
|-----------------|-----------|--------------|---------------------|--------------------------------------------------------|----------------|------------------------|
| cosh-dc02v      | Darin Cox | Microsoft    | Virtual Server      | 4372-1162-4629-9311-1558-6997-15                       |                | Active                 |
| cosh-dc03v      | Darin Cox |              |                     | VMware-42 1c d9 5e 25 cb de e7-eb 8d d5 ab 60 84 77 30 |                | Active                 |
| cosh-fsv        | Darin Cox | Microsoft    | Virtual Server      | VMware-42 1c 32 fe 10 48 a8 37-97 4c d7 45 ac 5e d9 55 |                | Active                 |
| cosh-networkv   | Darin Cox | Microsoft    | Virtual Server      | VMware-42 1c cc e2 74 bd 29 c4-17 c0 33 70 3c 9b f5 a3 |                | Active                 |
| cosh-pddc01v    | Darin Cox | Microsoft    | Virtual Server      | 7851-2915-6037-4973-3557-9131-47                       |                | Active                 |
| cosh-pdfs       | Darin Cox | Microsoft    | Virtual Server      | 3709-4773-6927-2388-6111-8709-59                       |                | Active                 |
| cosh-tools      | Darin Cox | Microsoft    | ?                   | VMware-56 4d 50 80 99 39 62 4d-15 2a d2 c2 ef 09 a8 70 |                | Active                 |
| COSH-vCenter01v | Darin Cox | Other        | Virtual Server      | ?                                                      |                | Active                 |
| cosh-voip01v    | Darin Cox | Other        | Virtual Server      | VMware-42 1c 10 dc c2 61 f7 25-f6 f7 8f 5c 2a e0 d2 93 |                | Active                 |
| cosh-win-7      | Darin Cox | Microsoft    | Virtual Workstation | 0417-6194-8727-4793-6602-1322-07                       |                | Active                 |
| COSTHALLIED     | Darin Cox | Other        | Virtual Server      | ?                                                      |                | Active                 |
| COSTHMAIL       | Darin Cox | Microsoft    | Virtual Server      | 1759-5560-1114-4510-8936-8287-76                       |                | Active                 |
| COSTHSB         | Darin Cox | Microsoft    | Virtual Server      | 9349-2750-4614-3626-9274-0569-00                       |                | Active                 |
| costhtyler      | Darin Cox | Microsoft    | Virtual Server      | VMware-42 1c 24 cf 5c 78 c3 6d-46 42 54 7f 1c ab dd ba |                | Active                 |
| COSTHVOIP       | Darin Cox | Other        | Virtual Server      | 8473-6765-0813-6525-2508-7716-47                       |                | Retirement in Progress |
| 15              |           |              |                     |                                                        |                |                        |

### WatchGuard Security Appliance

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| Device Name ▲                           | User      | Manufacturer            | Model | Serial Number | Date Purchased | Status |
|-----------------------------------------|-----------|-------------------------|-------|---------------|----------------|--------|
| COSH-CityHall-M270-80140674736BD        | Darin Cox | WatchGuard Technologies | M270  | 80140674736BD | 4/20/2020      | Active |
| COSH-Library-T35-D0200FBB40BD2          | Darin Cox | WatchGuard Technologies | T35   | D0200FBB40BD2 | 4/20/2020      | Active |
| COSH-McCormickPark-T15-D0FE0CEFA439F    | Darin Cox | WatchGuard Technologies | T15   | D0FE0CEFA439F | 4/20/2020      | Active |
| COSH-Police-Admin-T20-D0261388AFF36     | Darin Cox | WatchGuard              | T20   | D0261388AFF36 |                | Active |
| COSH-PoliceDepartment-T35-D0200FA97FA40 | Darin Cox | WatchGuard Technologies | T35   | D0200FA97FA40 | 4/20/2020      | Active |
| COSH-PublicWorks-T35-D0200FAAD1F23      | Darin Cox | WatchGuard Technologies | T35   | D0200FAAD1F23 | 4/20/2020      | Active |
| COSH-RecreationCenter-T15-D0FE0CE8206FF | Darin Cox | WatchGuard Technologies | T15   | D0FE0CE8206FF | 4/20/2020      | Active |
| COSH-WasteWater-T15-D0FE0BF84F88E       | Darin Cox | WatchGuard Technologies | T15   | D0FE0BF84F88E | 4/20/2020      | Active |
| COSH-WaterFiltration-T40-D0280AAC4A723  | Darin Cox | WatchGuard Technologies | T40   | D0280AAC4A723 | 3/30/2022      | Active |
| 9                                       |           |                         |       |               |                |        |

Item #12.

## Workstation

| Device Name ▲          | User      | Manufacturer           | Model                    | Serial Number | Date Purchased | Status |
|------------------------|-----------|------------------------|--------------------------|---------------|----------------|--------|
| brett-pc-4-18          | Darin Cox | Dell Inc.              | OptiPlex 7050            | 5VZ97P2       | 3/26/2018      | Active |
| ch-adm-01              | Darin Cox | Lenovo                 | 10T7002CUS               | MJ09RK2F      | 10/11/2019     | Active |
| ch-adm-02              | Darin Cox | Lenovo                 | M720q Desktop            | MJ09RK2E      | 10/11/2019     | Active |
| ch-adm-03              | Darin Cox | Lenovo                 | M720q Desktop            | MJ08FPQV      | 3/6/2020       | Active |
| ch-adm-02              | Darin Cox | Lenovo                 |                          | PF2VCV7J      | 5/24/2021      | Active |
| ch-adm-03              | Darin Cox | Lenovo                 |                          | PF2VCWL6      | 5/24/2021      | Active |
| ch-adm-04              | Darin Cox | Lenovo                 | 20U9CTO1WW               | PF2GDN9V      | 12/16/2020     | Active |
| ch-av-01               | Darin Cox | Lenovo                 | M720q Desktop            | MJ09RJXE      | 10/10/2019     | Active |
| ch-av-02               | Darin Cox | Lenovo                 |                          | MJ08D85V      | 3/11/2021      | Active |
| ch-bld-01              | Darin Cox | Lenovo                 | 10T7002CUS               | MJ09RK8A      | 10/11/2019     | Active |
| ch-bld-02              | Darin Cox | Lenovo                 | M720q Desktop            | MJ0EZRAQ      | 6/25/2021      | Active |
| ch-bld-03              | Darin Cox | Lenovo                 | 10T7002CUS               | MJ09RK5G      | 10/11/2019     | Active |
| ch-bldg-04             | Darin Cox | Lenovo                 | M720q Desktop            | MJ09RK7F      | 10/11/2019     | Active |
| ch-bldoff              | Darin Cox | Dell Inc.              | Latitude 5500            | 6CV3X33       | 6/16/2020      | Active |
| ch-conference          | Darin Cox | Dell Inc.              | OptiPlex 7040            | F7JRCB2       | 2/20/2017      | Active |
| ch-crt-01              | Darin Cox | Lenovo                 | 10T7002CUS               | MJ09RK3Q      | 10/11/2019     | Active |
| ch-crt-02              | Darin Cox | Lenovo                 | 10T7002CUS               | MJ08FPQW      | 3/6/2020       | Active |
| ch-crt-03              | Darin Cox | Lenovo                 | 10T7002CUS               | MJ09RK2P      | 10/11/2019     | Active |
| ch-crt-04              | Darin Cox | Lenovo                 | M720q Desktop            | MJ09RK4G      | 10/11/2019     | Active |
| ch-crt-05              | Darin Cox | Lenovo                 |                          | MJ0EZRL9      | 6/25/2021      | Active |
| ch-crt-06              | Darin Cox | Lenovo                 | 10T7002CUS               | MJ08FPS0      | 3/6/2020       | Active |
| ch-crt-02              | Darin Cox | Lenovo                 |                          | PF2W61N8      | 5/24/2021      | Active |
| ch-eng-01              | Darin Cox | Lenovo                 |                          | MJ0GVC9D      | 3/8/2022       | Active |
| ch-eng-03              | Darin Cox | Lenovo                 | M720q Desktop            | MJ08FPQD      | 3/6/2020       | Active |
| ch-eng-04              | Darin Cox | Lenovo                 | P330 Workstation 2nd Gen | MJ0CWZVA      | 9/18/2020      | Active |
| ch-eng-05              | Darin Cox | Lenovo                 |                          | MJ0GVC95      | 3/8/2022       | Active |
| ch-eng-01              | Darin Cox | Dell Inc.              | Latitude 3500            | 1DQDVZ2       | 5/11/2020      | Active |
| ch-eng-02              | Darin Cox | Dell Inc.              | Latitude 5500            | H34S433       | 5/2/2020       | Active |
| ch-eng-03              | Darin Cox | Dell Inc.              |                          | HBMZRV3       | 6/15/2023      | Active |
| ch-fin-02              | Darin Cox | Lenovo                 | 10T7002CUS               | MJ09RK24      | 10/11/2019     | Active |
| ch-fin-03              | Darin Cox | Lenovo                 | 10T7002CUS               | MJ08FPQT      | 3/6/2020       | Active |
| ch-fin-02              | Darin Cox | Lenovo                 |                          | PF34KKT       | 10/18/2021     | Active |
| ch-fin-03              | Darin Cox | Dell Inc.              | Latitude 5500            | 44T0533       | 5/21/2020      | Active |
| ch-it-02               | Darin Cox | Lenovo                 |                          | MJ0DV5KQ      | 3/11/2021      | Active |
| ch-it-03               | Darin Cox | Lenovo                 |                          | MJ0EZRAZ      | 6/25/2021      | Active |
| ch-it-02               | Darin Cox | Lenovo                 |                          | PF2VCSLH      | 5/25/2021      | Active |
| ch-it-03               | Darin Cox | Lenovo                 |                          | PF35DZ31      | 10/18/2021     | Active |
| ch-pc31                | Darin Cox | Dell Inc.              | OptiPlex 7050            | FDJW8M2       | 1/10/2018      | Active |
| ch-pln-01              | Darin Cox | Lenovo                 | M720q Desktop            | MJ09RJX1      | 10/11/2019     | Active |
| ch-pln-02              | Darin Cox | Dell Inc.              | Latitude 5500            | C4X3X33       | 6/16/2020      | Active |
| ch-pln-03              | Darin Cox | Dell Inc.              | Latitude 5500            | 2462X33       | 6/16/2020      | Active |
| ch-rdr-01              | Darin Cox | Dell Inc.              | Latitude 5500            | 195JW33       | 6/15/2020      | Active |
| ch-rdr-01              | Darin Cox | Lenovo                 | 10T7002CUS               | MJ09RK2G      | 10/11/2019     | Active |
| ch-rdr-02              | Darin Cox | Lenovo                 | M720q Desktop            | MJ09RJX3      | 10/11/2019     | Active |
| ch-spale-02            | Darin Cox | Dell Inc.              | Latitude 3500            | 6MXDVZ2       | 5/11/2020      | Active |
| ch-spale-03            | Darin Cox | Dell Inc.              | Latitude 3500            | HVXDZV2       | 5/11/2020      | Active |
| ch-spale-04            | Darin Cox | Dell Inc.              | Latitude 3590            | 5660TW2       | 4/21/2019      | Active |
| ch-ublt-01             | Darin Cox | Dell Inc.              | Latitude 5500            | 3GXZ433       | 5/21/2020      | Active |
| ch-utl-01              | Darin Cox | Lenovo                 | M720q Desktop            | MJ09RK5L      | 10/11/2019     | Active |
| ch-utl-02              | Darin Cox | Lenovo                 | M720q Desktop            | MJ09RK4M      | 10/11/2019     | Active |
| ch-utl-03              | Darin Cox |                        |                          |               | 10/11/2019     | Active |
| ch-utl-04              | Darin Cox | Lenovo                 | M720q Desktop            | MJ09RJXV      | 10/11/2019     | Active |
| ch-utl-05              | Darin Cox | Lenovo                 | M720q Desktop            | MJ08FPPT      | 3/6/2020       | Active |
| City-Prosecutor.local. | Darin Cox | Apple                  |                          |               |                | Active |
| COSH-DIGRM-DT01        | Darin Cox | Equus Computer Systems | ?                        | EQWA1204519   |                | Active |
| lib-adm-01             | Darin Cox | Dell Inc.              | ?                        | 8HK4X33       | 6/16/2020      | Active |
| lib-cat-01             | Darin Cox | Dell Inc.              | Latitude 5500            | BV76X33       | 6/16/2020      | Active |
| lib-director           | Darin Cox | Lenovo                 |                          | MJ0EZRAH      | 6/25/2021      | Active |
| lib-ewmgt              | Darin Cox | Lenovo                 | 10T7002CUS               | MJ08FPQ3      | 3/6/2020       | Active |
| lib-ewprt              | Darin Cox | Lenovo                 | 10T7002CUS               | MJ08PYVM      | 10/27/2020     | Active |
| LIB-MKRLT-01           | Darin Cox | Lenovo                 | E14 Type 20RA            | PF2HH781      | 1/25/2021      | Active |
| lib-opac-01            | Darin Cox | Lenovo                 | 10T7002CUS               | MJ08PWZ9      | 10/27/2020     | Active |
| lib-opac-02            | Darin Cox | Lenovo                 | 10T7002CUS               | MJ08PX1J      | 10/27/2020     | Active |
| lib-pub-01             | Darin Cox | Lenovo                 | 10T7002CUS               | MJ08PXB7      | 10/27/2020     | Active |
| lib-pub-02             | Darin Cox | Lenovo                 | 10T7002CUS               | MJ08Q1AH      | 10/27/2020     | Active |
| lib-pub-03             | Darin Cox | Lenovo                 | 10T7002CUS               | MJ08PW3G      | 10/27/2020     | Active |
| lib-pub-04             | Darin Cox | Lenovo                 | 10T7002CUS               | MJ08PW6Q      | 10/27/2020     | Active |
| lib-pub-05             | Darin Cox | Lenovo                 | 10T7002CUS               | MJ08PX28      | 10/27/2020     | Active |
| lib-pub-06             | Darin Cox | Lenovo                 | 10T7002CUS               | MJ08FPR9      | 3/6/2020       | Active |

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## Workstation

| Device Name ▲  | User      | Manufacturer | Model         | Serial Number | Date Purchased | Status |
|----------------|-----------|--------------|---------------|---------------|----------------|--------|
| lib-ref-01     | Darin Cox | Lenovo       | M720q Desktop | MJ09RK3W      | 10/11/2019     | Active |
| lib-reflt-01   | Darin Cox | Dell Inc.    | Latitude 5500 | DQ8HW33       | 6/16/2020      | Active |
| lib-ythlt-01   | Darin Cox | Lenovo       | E14 Type 20RA | PF2HEWTC      | 1/25/2021      | Active |
| pd-cadmon      | Darin Cox | Lenovo       | M720q Desktop | MJ09RK2L      | 10/11/2019     | Active |
| pd-cmdlt-01    | Darin Cox | Dell Inc.    | Latitude 5500 | 5QXW333       | 5/2/2020       | Active |
| pd-cmdlt-02    | Darin Cox | Dell Inc.    | Latitude 5500 | GYV8433       | 5/2/2020       | Active |
| pd-cmdlt-03    | Darin Cox | Dell Inc.    | Latitude 5500 | GM9R433       | 5/2/2020       | Active |
| PD-EVI-01      | Darin Cox | Dell Inc.    | OptiPlex 7060 | 7HBFHQ2       | 9/6/2018       | Active |
| pd-laptop2     | Darin Cox | Dell Inc.    | Latitude 3490 | 2PQC8T2       | 3/5/2019       | Active |
| pd-rcds-01     | Darin Cox | Lenovo       | 10T7008CUS    | MJ0EZRA9      | 6/25/2021      | Active |
| pd-rcds-02     | Darin Cox | Dell Inc.    | OptiPlex 7050 | CZV38N2       | 4/5/2018       | Active |
| pd-rcdsilt-02  | Darin Cox | Dell Inc.    | Latitude 3500 | 9Q04FT2       | 8/4/2019       | Active |
| pd-sgtlt-01    | Darin Cox | Dell Inc.    | Latitude 5500 | B2PR433       | 5/2/2020       | Active |
| pd-sgtlt-02    | Darin Cox | Dell Inc.    | Latitude 5500 | JZP3533       | 5/2/2020       | Active |
| pd-sgtlt-03    | Darin Cox | Dell Inc.    | Latitude 5500 | 4B1V333       | 5/2/2020       | Active |
| pd-sgtlt-05    | Darin Cox | Dell Inc.    | Latitude 5500 | 70CB433       | 5/2/2020       | Active |
| pd-sgtlt-06    | Darin Cox | Dell Inc.    | Latitude 5500 | 8P9C533       | 5/21/2020      | Active |
| pd-sqd-01      | Darin Cox | Lenovo       | M720q Desktop | MJ0BFRPV      | 3/6/2020       | Active |
| pd-sqd-02      | Darin Cox | Lenovo       | M720q Desktop | MJ0BFQPC      | 3/6/2020       | Active |
| pd-sqd-03      | Darin Cox | Lenovo       |               | MJ0EZRAJ      | 6/25/2021      | Active |
| pd-sqd-04      | Darin Cox | Dell Inc.    | OptiPlex 7040 | DKJRQG2       | 1/25/2017      | Active |
| pd-sqdlit-01   | Darin Cox | Dell Inc.    | Latitude 3500 | 5DQDVZ2       | 5/11/2020      | Active |
| pks-01         | Darin Cox | Lenovo       | 10T7002CUS    | MJ09RK3L      | 10/11/2019     | Active |
| pw-adm-01      | Darin Cox | Lenovo       | M720q Desktop | MJ09RK40      | 10/11/2019     | Active |
| pw-crw-01      |           | Dell Inc.    | OptiPlex 7050 | G5H2XK2       | 8/19/2017      | Active |
| pw-facilmaint  | Darin Cox | Lenovo       |               | MJ0EZR86      | 6/25/2021      | Active |
| pw-fmlt-01     | Darin Cox | Dell Inc.    | Latitude 3500 | 7CRDVZ2       | 5/11/2020      | Active |
| pw-gis         | Darin Cox | Dell Inc.    | OptiPlex 390  | 52QHVV1       | 9/21/2012      | Active |
| pw-pc03        | Darin Cox | Dell Inc.    | OptiPlex 3060 | FSDP9T2       | 2/1/2019       | Active |
| pw-pc06        | Darin Cox | Dell Inc.    | OptiPlex 5050 | 5CYC6Q2       | 8/14/2018      | Active |
| pw-pks-01      | Darin Cox | Lenovo       | 10T7008CUS    | MJ0EZRA8      | 6/25/2021      | Active |
| pw-safety-01   | Darin Cox | Lenovo       | 10T7008CUS    | MJ0EZRA2      | 6/25/2021      | Active |
| pw-scada       | Darin Cox | Lenovo       |               | MJ0K62NN      | 5/10/2023      | Active |
| pw-waterlit-01 | Darin Cox | Dell Inc.    | Latitude 3400 | C12KNW2       | 4/30/2020      | Active |
| rec-01         | Darin Cox | Dell Inc.    | OptiPlex 7060 | 6V91JV2       | 3/5/2019       | Active |
| rec-02         | Darin Cox | Dell Inc.    | OptiPlex 7060 | 6V90JV2       | 3/5/2019       | Active |
| rec-03         | Darin Cox | Lenovo       | M720q Desktop | MJ09RK3S      | 10/11/2019     | Active |
| rec-adm-01     | Darin Cox | Dell Inc.    | Latitude 5500 | C640533       | 5/21/2020      | Active |
| rec-stafflt-01 | Darin Cox | Dell Inc.    | Latitude 5591 | J0HFN2        | 2/26/2019      | Active |
| shpd-getac-1   | Darin Cox | Getac        | A140          | RI103A0143    |                | Active |
| shpd-getac-10  | Darin Cox | Getac        | A140          | RK803A0092    |                | Active |
| shpd-getac-11  | Darin Cox | Getac        | A140          | RK803A0091    |                | Active |
| shpd-getac-12  | Darin Cox | Getac        |               | RL803A0171    |                | Active |
| shpd-getac-13  | Darin Cox | Getac        | A140-G2       | RL803A0170    |                | Active |
| shpd-getac-14  | Darin Cox | Getac        | A140-G2       | RL803A0169    |                | Active |
| shpd-getac-2   | Darin Cox | Getac        | A140          | RI103A0142    |                | Active |
| shpd-getac-3   | Darin Cox | Getac        | A140          | RI103A0147    |                | Active |
| shpd-getac-4   | Darin Cox | Getac        | A140          | RI103A0146    |                | Active |
| shpd-getac-5   | Darin Cox | Getac        | A140          | RI103A0145    |                | Active |
| shpd-getac-6   | Darin Cox | Getac        | A140          | RI103A0141    |                | Active |
| shpd-getac-7   | Darin Cox | Getac        | A140          | RI103A0148    |                | Active |
| shpd-getac-8   | Darin Cox | Getac        | A140          | RI103A0144    |                | Active |
| shpd-getac-9   | Darin Cox | Getac        | A140          | RK703A0169    |                | Active |
| shpd-pc15      | Darin Cox | Dell Inc.    | OptiPlex 7060 | 7GKCHQ2       | 9/6/2018       | Active |
| shpd-sgt01     | Darin Cox | Lenovo       | M720q Desktop | MJ09RK23      | 10/11/2019     | Active |
| shpd-sgt02     | Darin Cox | Lenovo       | M720q Desktop | MJ09RK2K      | 10/11/2019     | Active |
| shpd-tialt     | Darin Cox | Dell Inc.    | Latitude 3500 | 4W3CJX2       | 9/18/2019      | Active |
| SHPL-PC11      | Darin Cox | Dell Inc.    | OptiPlex 7060 | FNXGRR2       | 11/8/2018      | Active |
| SHPL-PC12      | Darin Cox | Dell Inc.    | OptiPlex 7060 | BJCHLR2       | 12/1/2018      | Active |
| SHPL-PC13      | Darin Cox | Dell Inc.    | OptiPlex 7060 | BJ69LR2       | 12/1/2018      | Active |
| TAC-HPG71      | Darin Cox |              |               |               |                | Active |
| wff-laptop     | Darin Cox | Lenovo       | E14 Type 20RA | PF2HGNHR      | 1/26/2021      | Active |
| wff-staff-01   | Darin Cox | Lenovo       | 10RS004VUS    | MJ0BD868      | 3/10/2021      | Active |
| wff-staff-02   | Darin Cox | Lenovo       | 10RS004VUS    | MJ0BD80P      | 3/11/2021      | Active |
| wtp-sup-01     | Darin Cox | Lenovo       | M720q Desktop | MJ09RK59      | 10/11/2019     | Active |
| wwt-pc1-17     | Darin Cox | Dell Inc.    | OptiPlex 7040 | DK2NQG2       | 1/25/2017      | Active |
| wwt-pc2-17     | Darin Cox | Dell Inc.    | OptiPlex 7040 | DKKQQG2       | 1/25/2017      | Active |

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# CITY OF ST. HELENS



## REQUEST FOR PROPOSALS HUMAN RESOURCES PROFESSIONAL SERVICES

Date of Issue: **October 16, 2025**

Closing Date and Time: **November 20, 2025 at 4:00 p.m. (Pacific)**

Single Point of Contact (SPC):  
Kathy Payne, HR Coordinator/City Recorder  
City of St. Helens  
265 Strand Street  
St. Helens, OR 97051  
E-mail (SPC): [kpayne@sthelensoregon.gov](mailto:kpayne@sthelensoregon.gov)

The City of St. Helens promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

**REQUEST FOR PROPOSALS**  
**HUMAN RESOURCES PROFESSIONAL SERVICES**

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## CITY OF ST. HELENS

## **REQUEST FOR PROPOSALS**

### **HUMAN RESOURCES PROFESSIONAL SERVICES**

## **SECTION 1: GENERAL INFORMATION**

### **1.1 INTRODUCTION**

The City of St. Helens, an Oregon municipal corporation (“City”), is issuing this Request for Proposals (“RFP”) to seek proposals from qualified professionals to provide human resources services.

The City anticipates the award of one (1) contract from this RFP.

Additional details on the scope of the services sought are included in the Scope of Services section of the RFP.

The initial term of the agreement is anticipated to commence upon approval by the City Council and continue through December 31, 2026, with an option for two one-year extensions, at the City’s discretion.

### **1.2 SCHEDULE**

The table below represents a tentative schedule of events. All times are the local time in the City of St. Helens, Oregon. All dates listed are subject to change through issued Addenda.

| Event                                           | Date                       | Time    |
|-------------------------------------------------|----------------------------|---------|
| Issuance of RFP and Publication on City Website | October 16, 2025           |         |
| Questions/Requests for Clarification Due        | November 6, 2025           | 5:00 PM |
| Issuance of Answers/Addenda Deadline            | November 13, 2025          | 4:00 PM |
| Deadline to Submit Proposals                    | November 20, 2025          | 4:00 PM |
| Selection of Finalist(s) to Interview           | December 4, 2025           |         |
| Interviews, if needed                           | December 11, 2025          |         |
| Contract Commences                              | Upon City Council Approval |         |



### 1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFP is identified on the Cover Page, along with the SPC's contact information. Proposer shall direct all communications related to any provision of the RFP only to the SPC, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision.

Any questions should be directed to the SPC, Kathy Payne, Human Resources Coordinator / City Recorder, at [kpayne@sthelensoregon.gov](mailto:kpayne@sthelensoregon.gov). Written responses will be available to all interested parties on the City's website at [www.sthelensoregon.gov/rfps](http://www.sthelensoregon.gov/rfps).

### 1.4 ADDENDA

The City may modify the RFP at any time at least five (5) days prior to the RFP due date, by issuance of a written addendum that shall be posted on the City's website listed in Section 1.3. The City will provide notice of the addenda to all proposers registered with the City at the time the addendum is issued. Addenda will be numbered consecutively. You must be registered with the SPC to receive notice of any addenda.

## SECTION 2: INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

### 2.1 SUBMITTALS

All proposals must be received by the City no later than 4:00 p.m. on November 20, 2025. Proposals may be emailed, delivered to City Hall, or mailed but must be received no later than 4:00 p.m. on the deadline date. The outside of the sealed envelope should be marked “Human Resources RFP Proposal.” Submissions shall become the property of the City of St. Helens without obligation.

**Email Address:**

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

**Mailing/Physical Address:**

City of St. Helens  
ATTN: Kathy Payne  
265 Strand Street  
St. Helens, OR 97051

### 2.2 SELECTION

The selection of the external human resources professional individual or firm will be based upon responses received to the criteria included in Section 5 of this proposal.

The City of St. Helens reserves the right to reject all proposals, and has the right, in its sole discretion, to accept the proposal it considers most favorable to the City's interests and the right to waive minor irregularities in procedure.

Work under this agreement shall begin upon approval by the City Council (anticipated to be January 7, 2026). Any agreement initiated as a result of this RFP will be effective through December 31, 2026, with an option to renew annually up to a maximum of (2) two additional years unless otherwise terminated as provided for by the terms and conditions of the agreement.

## SECTION 3: SCOPE OF SERVICES

The HR Professional will work directly with the Human Resources Coordinator/City Recorder to provide its services. The HR Coordinator/City Recorder will coordinate review with the City Administrator and City Attorney as needed.

### 3.1 PRIORITY TASKS

#### 3.1.1 Update Personnel Policies and Procedures Handbook

- 3.1.1.1 Review the City's Personnel Policies and Procedures Handbook (the "Handbook") and amendments adopted by resolution to ensure compliance with federal, state, and local laws and incorporate best practices. The City's current Handbook can be found at [sthelensoregon.gov/hr](http://sthelensoregon.gov/hr).
- 3.1.1.2 Update Handbook with tracking to present to City. Finalize updated Handbook.
- 3.1.1.3 Recommend annual or bi-annual updates, as needed.

#### 3.1.2 Create Standard Recruitment Policy and Process

- 3.1.2.1 Develop consistent and equitable recruitment and hiring processes for department heads, supervisors, and general staff.
- 3.1.2.2 Provide templates and tools for implementation for recruitment and hiring processes and present to City staff for discussion.
- 3.1.2.3 Finalize recruitment and hiring processes, templates and tools, in a Recruitment Handbook.

#### 3.1.3 Update Job Descriptions

- 3.1.3.1 Review existing job descriptions for Fair Labor and Standards Act (FLSA) compliance and other federal, state, and local laws.
- 3.1.3.2 In cooperation with departments, ensure job descriptions align with current duties.
- 3.1.3.3 Update and revise job descriptions that need revision.

#### 3.1.4 Oversee Employee Performance Evaluations Schedule and Forms

- 3.1.4.1 Create a schedule for notifying supervisors when performance evaluations are due.
- 3.1.4.2 Create a process for tracking employee performance evaluations to ensure that all employees are at a minimum receiving annual performance reviews.

- 3.1.4.3 Provide support to supervisors in the form of recommended tools, templates, and processes to conduct performance evaluations to assist the City in developing consistent performance evaluations that also are tailored to the needs of each department.
- 3.1.4.4 Work with the HR Coordinator/City Recorder to conduct the annual performance evaluation of the City Administrator.

### **3.1.5 Process Employee Leaves of Absence and Update Forms**

- 3.1.5.1 Review leave of absence requests and route for approval.
- 3.1.5.2 Ensure compliance with applicable federal and state leave laws (e.g., FMLA, OFLA, etc.)
- 3.1.5.3 Use or create a leave tracking system.
- 3.1.5.4 Review and update leave forms.

### **3.1.6 Implement City Employee Training Program**

- 3.1.6.1 Identify trainings which are required by federal, state, or local laws and implement schedule to adhere to training requirements.
- 3.1.6.2 Coordinate training with City's insurance carrier (CIS) and various departments.
- 3.1.6.3 Identify additional trainings that would benefit staff and recommend training providers.
- 3.1.6.4 Schedule and manage training sessions.

### **3.1.7 Conduct Biennial Wage Surveys and Classification Studies**

- 3.1.7.1 Benchmark positions against comparable agencies.
- 3.1.7.2 Recommend adjustments, as needed.

### **3.1.8 Create a Comprehensive Volunteer Program**

- 3.1.8.1 Develop policies and procedures for volunteer engagement in the parks, library, recreation program, and general help within the City.
- 3.1.8.2 Create volunteer packets to include policy, application, and any other pertinent information as part of the Program.



### **3.1.9 Additional Tasks**

- 3.1.9.1 Provide support as needed to City's Human Resources Coordinator on HR-related projects and initiatives.

## **3.2 STRATEGIC TASKS**

These strategic tasks will be needed on an on-call basis. The HR Professional is expected to have the expertise and experience providing guidance and support for the below strategic tasks.

- 3.2.1** Identify goals, objectives, policies and priorities for City programs, departments, and recommend related policies and procedures to assist each program and department to accomplish its goals.
- 3.2.2** Monitor and evaluate the efficiency and effectiveness of human resource related services delivery methods and procedures and provide recommendations based on assessment of information gathered.
- 3.2.3** Consult with department heads regarding human resource policies and procedures, disciplinary procedures and due process requirements, and provide recommendations based on an assessment of information gathered.
- 3.2.4** Identify organizational training needs, develop or identify programs to meet the City's needs, identify mandated training and implement a process for it to be conducted and documented.
- 3.2.5** Help to resolve sensitive and controversial issues upon request.
- 3.2.6** Support the HR Coordinator/City Recorder in developing the budget for the Human Resources program.

## SECTION 4: PROPOSAL REQUIREMENTS

### 4.1 PROPOSALS SHOULD INCLUDE THE FOLLOWING CONTENTS:

To achieve a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified below:

- A. Title Page – The name of the proposer or proposer’s firm, address, phone numbers, name of primary contact person, and email address.
- B. Table of Contents – Include a clear identification of the materials by section and by page number.
- C. Professional Profile and Qualifications – Include a list of partners, managers, and other key staff persons who will be assigned to the City’s engagement. Provide resumes and indicate their experience in supporting governmental agencies, specifically municipalities.
- D. Experience with Similar Projects – Describe approach to each of the tasks outlined in Section 3.1 Priority Tasks and Section 3.2 Strategic Tasks and include a description of similar work experience.
- E. Proposed Approach and Timeline – Describe approach and timeline to tasks outlined in Section 3.1 Priority Tasks and Section 3.2 Strategic Tasks. Describe how in-person, video, and phone meetings will be used for both operational effectiveness and cost-effectiveness. For Section 3.2 Tasks, propose an approach and timeline to support the HR Professional’s ability to address and accomplish each Section 3.2 Strategic Task.
- F. Fee Structure – Include hourly rates for each individual assigned to the engagement. Also include flat fees for specific projects, if calculating a flat fee would be beneficial to the City. Include any other fees related to fulfillment of the engagement.
- G. Use of City Personnel – Describe how you would propose to use City personnel, if at all, to assist you with any of the tasks and projects.
- H. References – Include references and contact information for similar clients, preferably governmental agencies.

## SECTION 5: EVALUATION CRITERIA

### 5.1 EVALUATION MATRIX

| Evaluation Criteria                 | Weight (%)  | Score (1–5) | Weighted Score |
|-------------------------------------|-------------|-------------|----------------|
| Experience and Qualifications       | 30%         |             |                |
| Understanding of Scope and Approach | 30%         |             |                |
| Cost Effectiveness                  | 20%         |             |                |
| References and Past Performance     | 20%         |             |                |
| <b>Total</b>                        | <b>100%</b> |             |                |

### 5.2 SCORING RUBRIC

#### Score Description

- 5 Excellent – Exceeds all requirements; outstanding qualifications and approach
- 4 Good – Meets all requirements; above-average qualifications and approach
- 3 Satisfactory – Meets most requirements; acceptable qualifications and approach
- 2 Fair – Meets some requirements; limited qualifications or unclear approach
- 1 Poor – Does not meet requirements; lacks qualifications or coherent approach

### 5.3 EXPANDED EVALUATION CRITERIA

#### 5.3.1 Experience and Qualifications (30%)

Evaluators will assess the proposer's background and demonstrated ability to perform the requested services, including:

- ➔ Experience working with municipalities or public sector organizations, especially in Oregon or similar jurisdictions.
- ➔ Qualifications and certifications of key personnel assigned to the project (e.g., SHRM, IPMA-HR, PHR/SPHR).
- ➔ Depth of knowledge in HR policy development, recruitment, classification, and compliance.
- ➔ Proven track record of successfully completing similar projects on time and within budget.
- ➔ Organizational capacity to manage multiple HR functions simultaneously.

#### 5.3.2 Understanding of Scope and Approach (30%)

This criterion evaluates how well the proposer understands the City's needs and how effectively they plan to meet them:

- ➔ Clarity and completeness of the proposed methodology for each task.
- ➔ Demonstrated understanding of public sector HR challenges and legal requirements.
- ➔ Realistic and detailed project timelines, including milestones and deliverables.
- ➔ Customization of services to meet the City's specific needs rather than a generic approach.
- ➔ Innovation or added value in the proposed approach (e.g., use of technology, templates, or training tools).

### 5.3.3 Cost Effectiveness (20%)

This criterion considers the overall value of the proposal in relation to the cost:

- ➔ Transparency and clarity of the pricing structure (e.g., hourly rates, flat fees, travel costs).
- ➔ Reasonableness of costs in comparison to the scope of services and market rates.
- ➔ Flexibility in pricing for additional or unforeseen services.
- ➔ Cost-saving strategies or efficiencies proposed.

### 5.3.4 References and Past Performance (20%)

Evaluators will review the proposer's reputation and reliability based on past work:

- ➔ Quality and relevance of references provided, particularly from public sector clients.
- ➔ Feedback from references regarding timelines, communication, and quality of work.
- ➔ Evidence of long-term client relationships or repeat engagements.
- ➔ Examples of successful outcomes from similar projects (e.g., updated handbooks, classification studies, volunteer programs).



## SECTION 6: ADDITIONAL INFORMATION

- 6.1** Proposals will be reviewed by a selection committee to be determined by the City Administrator and may consist of the City Administrator, HR Coordinator/City Recorder, a City Councilor, City Attorney, and other staff members or a third-party participant from outside the City with relevant HR experience. The selection committee may elect to interview those candidates they deem most suitable to perform the needed human resources professional services. Based upon the review by the selection committee, a recommendation will be made to the City Administrator.

The successful HR professional or firm will be required to enter into a Personal Services Agreement with the City of St. Helens, in the form of APPENDIX A or similar. The Agreement for Services will be presented to the City Council for approval.

## **APPENDIX A**

### **Model Personal Services Agreement**

See attached

# City of St. Helens

## PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and \_\_\_\_\_ (“Contractor”).

### RECITALS

- A.** The City is in need of personal services for \_\_\_\_\_, and Contractor represents that it is qualified and prepared to provide such services.
- B.** The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

### AGREEMENT

**1. Engagement.** The City hereby engages Contractor to provide services (“Services”) related to \_\_\_\_\_, and Contractor accepts such engagement. The principal contact for Contractor shall be \_\_\_\_\_, phone \_\_\_\_\_.

**2. Scope of Work.** The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

**3. Term.** Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on \_\_\_\_\_. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

**4. Compensation.** The terms of compensation for the initial term shall be as provided in Attachment C.

**5. Payment.**

**5.1** The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and

expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor's cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

**5.2** Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

**5.3** The City may suspend or withhold payments if Contractor fails to comply with any requirement of this Agreement.

**5.4** Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

**5.5** Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

**6. Document Ownership.** Contractor shall retain all common law, statutory and other reserved rights, including copyrights, in all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement, except that all copies of such plans, designs, calculations and other documents and renditions provided to City shall become the property of City who may use them without Contractor's further permission for any lawful purpose related to the project. Upon execution of this agreement, Contractor grants to City an irrevocable, nonexclusive license to use Contractor's work products created through its services for the project. The license granted under this section permits City to authorize its contractors, subcontractors of any tier, consultants, subconsultants of any tier, and material or equipment suppliers, to reproduce applicable portions of the work products in performing services for the project. Any unauthorized use of Contractor's work product for purposes unrelated to the project shall be at City's sole risk and without liability to Contractor.

**7. Notices.** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:



**CITY:** City of St. Helens  
 Attn: City Administrator  
 265 Strand Street  
 St. Helens OR 97051

**CONTRACTOR:**

Attn: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

**8. Standard of Care.** Contractor shall comply with the applicable professional standard of care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

**9. Insurance.**

**9.1** At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

**9.2** All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage without the written permission of City.

**9.3** Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City may charge the cost against any moneys due Contractor hereunder or for any other contract.

**9.4** At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required coverages. The policies shall contain an endorsement naming the City, its council members, officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

**9.5** The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include

provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

## **10. Termination.**

**10.1 Termination for Cause.** City may terminate this Agreement effective upon delivery of written notice to Contractor under any of the following conditions:

**10.1.1** If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of service. This Agreement may be modified to accommodate a reduction in funding.

**10.1.2** If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

**10.1.3** If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, suspended, revoked, or not renewed.

**10.1.4** If Contractor becomes insolvent, if a voluntary or an involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

**10.1.5** If Contractor is in breach of this Agreement, and such breach is not remedied as contemplated by Section 10.2 of the Agreement.

## **10.2 Breach of Agreement**

**10.2.1** Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor fails to remedy a breach within three (3) working days of its actual notice or receipt of written notice from the City, City may terminate that part of the Agreement affected by the breach upon written notice to Contractor, may obtain substitute services in a reasonable manner, and may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

**10.2.2** If the breach is material and Contractor fails to remedy the breach within three (3) working days of receipt of written notice from the City, City may declare Contractor in default, terminate this Agreement and pursue any remedy available for a default.

**10.2.3** Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this Section 10.2, Contractor shall be

entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Contractor to resume those services after determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

**10.2.4** In the event of termination of this Agreement due to the fault of the Contractor, City may immediately cease payment to Contractor, and when the breach is remedied, City may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement, along with any additional amounts for loss and damage caused to the City by the breach, and withhold such amounts from amounts owed by City to Contractor. If the amount due Contractor is insufficient to cover City's damages due to the breach, Contractor shall tender the balance to City upon demand.

**10.3** Termination for Convenience. City may terminate all or part of this Agreement at any time for its own convenience by providing three (3) days written notice to Contractor. Upon termination under this paragraph, Contractor shall be entitled to compensation for all services properly rendered prior to the termination, including Contractor's and sub consultants reasonable costs actually incurred in closing out the Agreement. In no instance shall Contractor be entitled to overhead or profit on work not performed.

**11. No Third-Party Rights.** This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

**12. Modification.** Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

**13. Waiver.** A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach. All waivers shall be done in writing.

**14. Indemnification.**

**14.1** Liability of Contractor for Claims Other Than Professional Liability. For claims for other than professional liability, Contractor shall defend, save and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities or omissions of Contractor, its subcontractors, sub-consultants, agents or employees under this Agreement. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor.

**14.2** Liability of Contractor for Claims for Professional Liability. For claims for professional liability, Contractor shall save, and hold harmless City, its officers, agents and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor, its subcontractors, sub-consultants, agents or employees in the performance of professional services under this Agreement. A claim for professional

responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City.

**14.3** Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265.

**15. Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon.

**16. Compliance with Law.**

**16.1** Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

**16.2** Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the services provided for in the Agreement and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor.

**16.3** Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Agreement.

**16.4** Contractor shall not permit any lien or claim to be filed or prosecuted against the City or its property on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien or claim so filed or prosecuted.

**16.5** Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

**16.6** If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a subcontractor by any person in connection with the Agreement as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the Agreement. The payment of a claim in the manner authorized hereby shall not relieve the Contractor from his/her or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

**16.7** Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which



the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

**16.8** No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:

**16.8.1** Either:

**16.8.1.1** For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

**16.8.1.2** For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

**16.8.2** For all work performed on Saturday and on any legal holiday specified in ORS 279C.540;

**16.8.3** Contractor shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

**16.9** The Contractor must give notice to employees who work on this Agreement in writing, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

**16.10** All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

**16.11** All sums due the State Unemployment Compensation Fund from the Contractor or any subcontractor in connection with the performance of the Agreement shall be promptly so paid.

**16.12** Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

**16.13** Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans

with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**16.14** The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.

**16.15** If Contractor is a foreign contractor as defined in ORS 279A.120, Contractor shall comply with that section and the City must satisfy itself that the requirements of ORS 279A.120 have been complied with by Contractor before City issues final payment under this agreement.

**16.16** If this Contract exceeds \$50,000, is not otherwise exempt, and includes work subject to prevailing wage, Contractor shall comply with ORS 279C.838, ORS 279C.840, and federal law.

**16.17** Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.

**16.18** Contractor shall ensure that any lawn and landscape maintenance, if applicable, shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

**16.19** Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017.

**16.20** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

**16.21** Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

**16.22** Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.

**17. Confidentiality.** Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

**18. Publicity.** Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

**19. Succession.** This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

**20. Assignment.** This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

## **21. Mediation/Dispute Resolution**

**21.1** Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any arbitration or litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation or binding arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in the City of St. Helens, unless both parties agree in writing otherwise. If arbitration is selected by the parties, the parties shall exercise good faith efforts to select an arbitrator who shall be compensated equally by both parties. Venue for any arbitration shall be the City of St. Helens. Venue for any litigation shall be the Circuit Court for Columbia County.

**22. Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, expert fees and costs incurred therein at arbitration, trial and on appeal.

## **23. Records, Inspection and Audit by the City.**

**23.1** Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after City makes final payment on this Agreement and all other pending matters are closed.

**23.2** Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

**23.3** The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within three (3) years after City makes final payment on this Agreement and all other pending matters are closed.

**23.4** This Section 23 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

**24. Force Majeure.** Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

**25. Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

**26. Severance.** If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.



**IN WITNESS WHEREOF**, the City has caused this Agreement to be executed by its duly authorized undersigned agent, and Contractor has executed this Agreement on the date written below.

**CITY:****CITY OF ST. HELENS**

Council Meeting Date: \_\_\_\_\_

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

Print: \_\_\_\_\_

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

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

**CONTRACTOR:**

\_\_\_\_\_

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

Print: \_\_\_\_\_

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

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

**APPROVED AS TO FORM:**By: \_\_\_\_\_  
City Attorney

**ATTACHMENT A**  
**Scope of Work**

## ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract. It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

| TYPE OF INSURANCE                            | LIMITS OF LIABILITY                                                                                                                               |                                                                                                          | REQUIRED FOR THIS CONTRACT |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|----------------------------|
| <b>General Liability</b>                     | Each occurrence<br>General Aggregate<br>Products/Comp Ops Aggregate<br>Personal and Advertising Injury                                            | \$1,000,000<br>\$2,000,000<br>\$2,000,000<br>\$1,000,000<br>w/umbrella or<br>\$1,500,000<br>w/o umbrella | YES                        |
| Please indicate if Claims Made or Occurrence |                                                                                                                                                   |                                                                                                          |                            |
| <b>Automobile Liability</b>                  | Combined Single – covering any vehicle used on City business                                                                                      | \$2,000,000                                                                                              | NO                         |
| <b>Workers' Compensation</b>                 | Per Oregon State Statutes<br>If workers compensation is not applicable please initial here _____. State the reason it is not applicable:<br>_____ |                                                                                                          | YES                        |
| <b>Professional Liability</b>                | Per occurrence<br><br>Annual Aggregate                                                                                                            | \$500,000<br>or per contract<br>\$500,000<br>or per contract                                             | YES                        |

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Professional liability insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured.

Certificates of Insurance shall be forwarded to:

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

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Agreement have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Agreement. Such certificates and/or binders must be delivered prior to commencement of the Services.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Agreement.

**ATTACHMENT C**  
**Terms of Compensation**



## DRAFT ORDINANCE

CITY OF ST. HELENS, OREGON

ORDINANCE NO. \_\_\_\_\_

### AN ORDINANCE ESTABLISHING A POLICY FOR REQUESTS FOR PROPOSALS (RFP) AND CONTRACT REVIEW FOR THE CITY OF ST. HELENS

#### Section 1. Purpose

The purpose of this Ordinance is to establish a uniform, transparent, and legally sound policy governing the issuance, evaluation, award, and renewal of Requests for Proposals (RFPs) and service contracts entered into by the City of St. Helens. This Ordinance ensures procurement processes are efficient, competitive, and accountable to the public.

#### Section 2. Scope

This Ordinance applies to all City departments and covers contracts for professional services, operations, facilities management, and other municipal service contracts unless otherwise exempt by law.

#### Section 3. Definitions

- (a) **RFP (Request for Proposal):** A formal solicitation for competitive proposals for City services.
- (b) **Short-Term Contract:** A contract not exceeding 18 months.
- (c) **Medium-Term Contract:** A service contract with an initial term of up to three (3) years, renewable as provided herein.
- (d) **Long-Term Contract:** A contract with an initial term of up to five (5) years, renewable as provided herein.
- (e) **Performance Review:** An annual evaluation of contractor performance against established criteria.
- (f) **Council:** The St. Helens City Council.

#### Section 4. Contract Terms and Renewals

##### (a) Short-Term Contracts:

- Used for one-time services or projects under 18 months.
- Must follow RFP procedures when above procurement thresholds.

##### (b) Medium-Term Contracts:

- Initial term shall not exceed three (3) years.

- May include up to two (2) renewal terms of two (2) years each, for a total of seven (7) years.
- Annual performance review required.

**(c) Long-Term Contracts:**

- Initial term shall not exceed five (5) years.
- May include up to two (2) renewal terms of five (5) years each, for a total of fifteen (15) years.
- Performance review required every two (2) years.

**(d) Renewals:**

- Renewal of contracts is not automatic and requires Council approval.
- Renewal must be based on satisfactory performance, financial accountability, and demonstrated benefit to the public.
- Renewal review shall commence not less than six (6) months before expiration.

## **Section 5. RFP Procedures**

- (a) All RFPs must receive legal review before issuance.
- (b) RFPs shall remain open for no less than thirty (30) calendar days.
- (c) An evaluation committee, consisting of staff, subject matter experts, and at least one Council liaison, shall review and score proposals.
- (d) Award shall be based on published evaluation criteria including qualifications, experience, cost, community benefit, and compliance.

## **Section 6. Performance Reviews**

- (a) City staff shall conduct annual (or biennial, where applicable) performance reviews of contractors.
- (b) Reviews shall be documented and presented to Council.
- (c) Contractors failing to meet performance requirements shall be subject to corrective action or termination as provided herein.

## **Section 7. Termination**

- (a) **For Cause:** The City may immediately terminate any contract if the contractor fails to perform, violates law, or breaches material terms.
- (b) **For Convenience:** The City may terminate any contract without cause upon ninety (90) days written notice.

## **Section 8. Re-Bidding Requirement**

- (a) Upon expiration of maximum contract terms (seven years for medium-term contracts and fifteen years for long-term contracts), the City shall conduct a new competitive RFP.
- (b) No contract may be extended beyond its maximum term without a new competitive process.

## **Section 9. Exceptions**

- (a) Emergency procurements may be authorized consistent with Oregon law and must be documented in writing.
- (b) Contracts under statutory dollar thresholds may follow informal procurement procedures as permitted by state law.

## **Section 10. Administration**

- (a) The City Administrator shall oversee implementation of this Ordinance.
- (b) The City Attorney shall provide legal review for compliance with Oregon procurement statutes.
- (c) Council shall adopt any additional rules and procedures necessary to carry out this Ordinance.

## **Section 11. Effective Date**

This Ordinance shall take effect on \_\_\_\_\_.

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**PASSED AND ADOPTED by the City Council of the City of St. Helens, Oregon, this \_\_\_\_ day of \_\_\_\_\_, 2025.**

**APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2025.**



## Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

Subject: **Administration & Community Development Dept. Report**

Date: October 15, 2025

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Business License Report attached.



Jai 9/17/25

Item #16.

| ID    | PERIOD           | -----NAME-----                 | LICENSE CODE                  | BALANCE |
|-------|------------------|--------------------------------|-------------------------------|---------|
| 00043 | 8/09/25- 8/09/26 | *GODELBROT INC                 | CONSULT CONSULTING            | 0.00    |
| 00046 | 8/11/25- 8/11/26 | COOLSYS COM & IND SOLUTIONS    | REPAIR REPAIR - GENERAL       | 0.00    |
| 00060 | 8/19/25- 8/19/26 | CANBY DRYWALL INC              | CONTSHEE CONTRACTOR-SHEETROCK | 0.00    |
| 00108 | 1/03/25- 1/03/26 | SCAPPOOSE BUS. TAX SERV. INC   | ACCOUNT ACCOUNTING            | 0.00    |
| 00167 | 9/04/25- 9/04/26 | HOUBEN DEBORAH                 | CHILDCAR CHILD CARE           | 0.00    |
| 00174 | 1/04/25- 1/04/26 | ORPET INC                      | MANUF MANUFACTURING           | 0.00    |
| 00175 | 9/04/25- 9/04/26 | BERRY BRIGHT PRESCHOOL         | CHILDCAR CHILD CARE           | 0.00    |
| 00182 | 1/04/25- 1/04/26 | *RUBEN'S LAWN SERVICE          | LANDSCAP LANDSCAPING          | 0.00    |
| 00439 | 1/29/25- 1/29/26 | EXCEL PAINTING                 | CONTPAIN CONTRACTOR-PAINTING  | 0.00    |
| 00571 | 2/13/25- 2/13/26 | WOLFERS INC                    | CONTMECH CONTRACTOR-MECHANICA | 0.00    |
| 00588 | 2/21/25- 2/21/26 | JNB MECHANICAL INC             | CONTMECH CONTRACTOR-MECHANICA | 0.00    |
| 00658 | 3/01/25- 3/01/26 | EUGENE WELDER'S SUPPLY CO INC  | MISC MISCELLANEOUS            | 0.00    |
| 00682 | 4/04/25- 4/04/26 | KJ TOWER ENT. INC.             | RESTAURA RESTAURANT           | 0.00    |
| 00789 | 3/15/25- 3/15/26 | ROCKET TRAVEL INC              | RENTSVCS RENTAL SERVICES      | 0.00    |
| 00878 | 3/29/25- 3/29/26 | DARK MOON CURIOSITIES          | 2NDHAND 2ND HAND DEALER/PAWN  | 0.00    |
| 00949 | 7/04/25- 7/04/26 | N.W.O.H.A                      | RENTAPT RENTAL - APARTMENTS   | 0.00    |
| 00973 | 9/05/25- 9/05/26 | WESTERN WOOD STRUCTURES INC    | CONTGEN CONTRACTOR-GENERAL    | 0.00    |
| 00986 | 9/27/25- 9/27/26 | *LILI'S HOUSEKEEPING           | JANITOR JANITORIAL SERVICES   | 0.00    |
| 01066 | 3/08/25- 3/08/26 | MOEHRING LORENA                | CHILDCAR CHILD CARE           | 0.00    |
| 01077 | 4/02/25- 4/02/26 | CITIZEN STORAGE                | STORAGE STORAGE UNITS         | 0.00    |
| 01124 | 8/22/25- 8/22/26 | *TUGBOAT DESIGNS LLC           | CONTMISC CONTRACTOR-MISC.     | 0.00    |
| 01138 | 9/19/25- 9/19/26 | ALL N ONE ASPHALT SWEEPING LLC | MISC MISCELLANEOUS            | 0.00    |
| 01140 | 9/23/25- 9/23/26 | ST HELENS LIQUOR               | ALCOHOLT ALCOHOL/TASTING      | 0.00    |
| 01142 | 9/26/25- 9/26/26 | ASURION APPLIANCE REPAIR LLC   | REPAIR REPAIR - GENERAL       | 0.00    |
| 01222 | 8/20/25- 8/20/26 | CROOKED CREEK BREWERY          | RESTAURA RESTAURANT           | 0.00    |
| 01240 | 8/06/25- 8/06/26 | *TIDY HAVEN HOME CLEANING      | JANITOR JANITORIAL SERVICES   | 0.00    |
| 01245 | 8/26/25- 8/26/26 | *R&R LANDSCAPING & IRRIGATION  | LANDSCAP LANDSCAPING          | 0.00    |
| 01261 | 9/16/25- 9/16/26 | *GABRIELLE'S BABRIELLES        | ART ART                       | 0.00    |
| 01266 | 9/27/25- 9/27/26 | TAP INTO WINE                  | RETAIL RETAIL                 | 0.00    |
| 01366 | 9/13/25- 9/13/26 | CHARTER MECHANICAL CONTRACTORS | CONTPLUM CONTRACTOR-PLUMBING  | 0.00    |
| 01371 | 9/18/25- 9/18/26 | QUEEN BEADZ                    | HOBBY HOBBY/CRAFT             | 0.00    |
| 01374 | 9/19/25- 9/19/26 | TENNESSEE CABLE SERVICE INC    | CONTMISC CONTRACTOR-MISC.     | 0.00    |
| 01376 | 9/20/25- 9/20/26 | HUNTER-DAVISSON, INC.          | CONTHVAC CONTRACTOR-HVAC      | 0.00    |
| 01455 | 7/15/25- 7/15/26 | *LOST CRITTERS CROCHET         | HOBBY HOBBY/CRAFT             | 0.00    |
| 01465 | 8/04/25- 8/04/26 | *JUDY & TEAM LLC               | MISC MISCELLANEOUS            | 0.00    |
| 01467 | 8/04/25- 8/04/26 | MY NW EVENT                    | EVENTPLA EVENT PLANNING       | 0.00    |
| 01470 | 8/20/25- 8/20/26 | TAPANI PLUMBING, INC           | CONTPLUM CONTRACTOR-PLUMBING  | 0.00    |
| 01471 | 8/20/25- 8/20/26 | ITG COMMUNICATIONS, LLC        | CONTMISC CONTRACTOR-MISC.     | 0.00    |
| 01472 | 8/21/25- 8/21/26 | BACKYARD BUTCHERS              | CATER CATERING/MISC FOOD E    | 0.00    |
| 01473 | 8/21/25- 8/21/26 | *PRECISION CODING & BILLING    | COMPUTE COMPUTER              | 0.00    |
| 01474 | 8/28/25- 8/28/26 | CAPITAL BUILDERS, LLC          | CONTGEN CONTRACTOR-GENERAL    | 0.00    |
| 01475 | 8/28/25- 8/28/26 | S-2 CONTRACTORS, INC.          | EXCAVA EXCAVATION/ASPHALT     | 0.00    |
| 01477 | 9/11/25- 9/11/26 | PACIFIC EXTERIORS, LLC         | CONTMISC CONTRACTOR-MISC.     | 0.00    |
| 01478 | 9/11/25- 9/11/26 | JEFFRIES CONSTRUCTION LLC      | CONTMISC CONTRACTOR-MISC.     | 0.00    |

| LICENSE CODE     |                      | TOTAL | BALANCE |
|------------------|----------------------|-------|---------|
| 2NDHAND          | 2ND HAND DEALER/PAWN | 1     | 0.00    |
| ACCOUNT          | ACCOUNTING           | 1     | 0.00    |
| ALCOHOLT         | ALCOHOL/TASTING      | 1     | 0.00    |
| ART              | ART                  | 1     | 0.00    |
| CATER            | CATERING/MISC FOOD E | 1     | 0.00    |
| CHILDCAR         | CHILD CARE           | 3     | 0.00    |
| COMPUTE          | COMPUTER             | 1     | 0.00    |
| CONSULT          | CONSULTING           | 1     | 0.00    |
| CONTGEN          | CONTRACTOR-GENERAL   | 2     | 0.00    |
| CONTHVAC         | CONTRACTOR-HVAC      | 1     | 0.00    |
| CONTMECH         | CONTRACTOR-MECHANICA | 2     | 0.00    |
| CONTMISC         | CONTRACTOR-MISC.     | 5     | 0.00    |
| CONTPAIN         | CONTRACTOR-PAINTING  | 1     | 0.00    |
| CONTPLUM         | CONTRACTOR-PLUMBING  | 2     | 0.00    |
| CONTSHEE         | CONTRACTOR-SHEETROCK | 1     | 0.00    |
| EVENTPLA         | EVENT PLANNING       | 1     | 0.00    |
| EXCAVA           | EXCAVATION/ASPHALT   | 1     | 0.00    |
| HOBBY            | HOBBY/CRAFT          | 2     | 0.00    |
| JANITOR          | JANITORIAL SERVICES  | 2     | 0.00    |
| LANDSCAP         | LANDSCAPING          | 2     | 0.00    |
| MANUF            | MANUFACTURING        | 1     | 0.00    |
| MISC             | MISCELLANEOUS        | 3     | 0.00    |
| RENTAPT          | RENTAL - APARTMENTS  | 1     | 0.00    |
| RENTSVCS         | RENTAL SERVICES      | 1     | 0.00    |
| REPAIR           | REPAIR - GENERAL     | 2     | 0.00    |
| RESTAURA         | RESTAURANT           | 2     | 0.00    |
| RETAIL           | RETAIL               | 1     | 0.00    |
| STORAGE          | STORAGE UNITS        | 1     | 0.00    |
| TOTAL ALL CODES: |                      | 44    | 0.00    |

\*\*\* SELECTION CRITERIA \*\*\*

License Range: thru ZZZZZZZZZZ  
License Codes: All  
Balance: 9999999999R thru 9999999999  
Fee Codes: All  
Fee Paid Status: Paid and Unpaid  
Origination Dates: 0/00/0000 thru 99/99/9999  
Effective Dates: 0/00/0000 thru 99/99/9999  
Expiration Dates: 0/00/0000 thru 99/99/9999  
Renewal Dates: 0/00/0000 thru 99/99/9999  
Payment Dates: 0/00/0000 thru 99/99/9999  
Print Dates: 0/00/0000 thru 99/99/9999  
License Status: Active  
Termination Code:  
Paid Status: Paid  
City Limits: Inside and Outside  
Printed: No  
Comment Code:

\*\* END OF REPORT \*\*