



CITY COUNCIL WORK SESSION

Wednesday, April 04, 2018

265 Strand Street, St. Helens, OR 97051

www.ci.st-helens.or.us

Welcome!

All persons planning to address the Council, please sign-in at the back of the room. When invited to provide comment regarding items not on tonight's agenda, please raise your hand to be recognized, walk to the podium in the front of the room to the right, and state your name only. You are not required to give your address when speaking to the City Council. If you wish to address a specific item on the agenda, you should make your request known to the Mayor as soon as possible before the item comes up. The Council has the authority to grant or deny your request. Agenda times and order of items are estimated and are subject to change without notice.

1. **Call Work Session to Order - 1:00 p.m.**
2. **Visitor Comments - Limited to five (5) minutes per speaker**
3. **Discussion Topics**
 - 3.A. Proposed Rates Increase for Garbage & Recycling Services - Hudson
Garbage
[Proposed Increase to Garbage & Recycling Rates](#)
 - 3.B. City of St. Helens/St. Helens School District Recreation Collaboration - Matt
 - 3.C. Letter of Request from Greater St. Helens Park and Recreation District
[032318 Ltr from Greater St Helens Parks & Rec](#)
 - 3.D. Discussion Regarding Property on Millard Road - Mayor Scholl
 - 3.E. Review Bid Invitation for Timber Sale - John
[Review Timber Bid Proposal](#)
4. **Department Reports**
 - 4.A. Administration / Community Development Department Report
[040418 Admin Dept Report](#)

The St. Helens City Council Chambers are handicapped accessible. If you wish to participate or attend the meeting and need special accommodation, please contact City Hall at 503-397-6272 in advance of the meeting.

**Be a part of the vision...get involved with your City...volunteer for a City of St. Helens Board or Commission!
For more information or for an application, stop by City Hall or call 503-366-8217.**

5. **Council Reports**

6. **Other Business**

7. **Adjourn**

Executive Session - *Following the conclusion of the Council Work Session, an Executive Session, under ORS 192.660(2)(e), is scheduled to take place to discuss Real Property Transactions. 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.*

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City of St. Helens
RESOLUTION NO. 1813

**A RESOLUTION ESTABLISHING GARBAGE & RECYCLING
RATES AND SUPERSEDING RESOLUTION NO. 1792**

WHEREAS, until recently, China imported approximately 60% of the world's recycled mixed paper and in an effort to clean up their environment, China enacted a policy which bans certain recycling material and mandates that contamination levels be less than .5% causing a dramatic increase in processing costs as recycling facilities slow down their machines to better remove contaminants, resulting in dramatically lower prices being paid for mixed paper; and

WHEREAS, processors are now paying up to \$30 per ton to alternate markets (South Korea, India, etc.) to take the paper, dramatically increasing the cost to the hauler to drop off recycling than it does to dispose of garbage at the transfer station; and

WHEREAS, the increased cost from this disruption in the recycling market is appropriate to pass on to Waste Connections of Oregon, Inc., dba: Hudson Garbage Service customers.

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

Section 1. Effective May 1, 2018, garbage and recycling rates for the City of St. Helens are hereby adopted as set forth in **Exhibit A**, attached hereto and made a part hereof by this reference.

Section 2. This Resolution supersedes Resolution No. 1792.

Approved and adopted by the City Council on April 4, 2018, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

**HUDSON GARBAGE SERVICE
RATES EFFECTIVE MAY 1, 2018
CITY OF ST. HELENS**

ST. HELENS CITY

Service Description	FREQUENCY	Current Rate	New Rate
<u>RESIDENTIAL</u>			
<u>WEEKLY SERVICE</u>			
1 35 Gallon Cart Weekly	PER MONTH	\$ 25.34	\$ 26.96
2 35 Gallon Carts Weekly	PER MONTH	\$ 38.91	\$ 41.40
3 35 Gallon Carts Weekly	PER MONTH	\$ 52.45	\$ 55.81
4 35 Gallon Carts Weekly	PER MONTH	\$ 62.93	\$ 66.96
5 35 Gallon Carts Weekly	PER MONTH	\$ 79.54	\$ 84.63
6 35 Gallon Carts Weekly	PER MONTH	\$ 94.70	\$ 100.76
1 65 Gallon Cart Weekly	PER MONTH	\$ 38.91	\$ 41.40
2 65 Gallon Carts Weekly	PER MONTH	\$ 62.93	\$ 66.96
1 95 Gallon Cart Weekly	PER MONTH	\$ 52.45	\$ 55.81
2 95 Gallon Carts Weekly	PER MONTH	\$ 93.21	\$ 99.18
1 32 Gallon Cart Weekly - No Recycle	PER MONTH	\$ 17.29	\$ 18.40
2 32 Gallon Cart Weekly - No Recycle	PER MONTH	\$ 29.17	\$ 31.04
4 32 Gallon Carts Weekly	PER MONTH	\$ 52.66	\$ 56.03
<u>EVERY-OTHER-WEEK SERVICE</u>			
1 35 Gallon Cart Every Other Week	PER MONTH	\$ 18.34	\$ 19.51
2 35 Gallon Cart Every Other Week	PER MONTH	\$ 28.13	\$ 29.93
3 35 Gallon Cart Every Other Week	PER MONTH	\$ 37.70	\$ 40.11
1 65 Gallon Cart Every Other Week	PER MONTH	\$ 28.13	\$ 29.93
1 95 Gallon Cart Every Other Week	PER MONTH	\$ 37.70	\$ 40.11
1 32 Gallon Cart Every Other Week	PER MONTH	\$ 18.34	\$ 19.51
1 32 Gallon Cart Every Other Week - No Recycle	PER MONTH	\$ 10.21	\$ 10.86
<u>MONTHLY SERVICE</u>			
35 gallon 1x Monthly	PER MONTH	\$ 5.54	\$ 5.89
2 35 gallon 1x Monthly - No New Customers	PER MONTH	\$ 9.06	\$ 9.64
3 35 gallon 1x Monthly - No New Customers	PER MONTH	\$ 12.62	\$ 13.43
35 gallon 1x Monthly - with Recycle	PER MONTH	\$ 10.15	\$ 10.80
65 gallon 1x Monthly	PER MONTH	\$ 9.06	\$ 9.64
95 gallon 1x Monthly	PER MONTH	\$ 12.62	\$ 13.43
32 gallon 1x Monthly	PER MONTH	\$ 5.15	\$ 5.48

HUDSON GARBAGE SERVICE
RATES EFFECTIVE MAY 1, 2018
CITY OF ST. HELENS

ST. HELENS CITY

Service Description	FREQUENCY	Current Rate	New Rate
<u>ON-CALL SERVICE</u>			
35 Gallon On Call Pickup	PER PICKUP	\$ 5.07	\$ 5.39
65 Gallon On Call Pickup (2 35 Gal) No New Customers	PER PICKUP	\$ 8.67	\$ 9.22
95 Gallon On Call Pickup (3 35 Gal) No New Customers	PER PICKUP	\$ 12.27	\$ 13.06
32 Gallon On Call Pickup	PER PICKUP	\$ 5.07	\$ 5.39
4 35 Gallon On Call Pickup - No New Customers	PER PICKUP	\$ 15.89	\$ 16.91
<u>RECYCLE/GREENWASTE RATES</u>			
RECYCLE SERVICE ONLY	PER MONTH	\$ 8.19	\$ 8.71
RESI RECYCLE WITH GARBAGE	PER MONTH	\$ 4.61	\$ 4.91
GREENWASTE ONLY - RES	PER MONTH	\$ 8.19	\$ 8.71
GREENWASTE SERVICE - RES	PER MONTH	\$ 3.79	\$ 4.03
RECYCLE WITH GREENWASTE	PER MONTH	\$ 11.98	\$ 12.75
<u>COMMERCIAL</u>			
TEMP 2YD CONT	PER PICKUP	\$ 63.18	\$ 67.22
XTRA PER DAY	PER DAY	\$ 2.05	\$ 2.18
CONTAINER OVERLOAD	PER YARD	\$ 15.08	\$ 16.05
CONTAINER PER/EXTRA YD	PER YARD	\$ 15.08	\$ 16.05
LABOR FEE FOR CLEAN-UP (PER 10 MINS)	PER PICKUP	\$ 10.24	\$ 10.90
LOCK BAR FOR CONTAINER	PER PICKUP	\$ 25.00	\$ 26.60
Walk-In - Business	PER PICKUP	\$ 4.00	\$ 4.26
<u>OTHER CAN SERVICES</u>			
EXTRA CAN (32 OR 35 GAL)	PER PICKUP	\$ 3.89	\$ 4.14
EW OFF WEEK	PER PICKUP	\$ 5.03	\$ 5.35
EXTRA BAG OR BOX	PER PICKUP	\$ 2.76	\$ 2.94
OVERWEIGHT CAN	PER PICKUP	\$ 2.26	\$ 2.40
OVERLOADED CAN	PER PICKUP	\$ 2.26	\$ 2.40
OVERSIZE CAN	PER PICKUP	\$ 2.26	\$ 2.40
SPECIAL TRIP-ON SERVICE DAY	PER PICKUP	\$ 5.12	\$ 5.45
SPECIAL TRIP-OFF DAY	PER PICKUP	\$ 20.00	\$ 21.28
ROLL CAN WALK/DRIVE-IN	PER MONTH	\$ 4.00	\$ 4.26
DRIVE-IN ADD'L 100 FT. INCREMENTS	PER MONTH	\$ 2.05	\$ 2.18
SERVICE RESUME/CART REDELIVERY	ONE TIME	\$ 25.00	\$ 26.60
COLLECTION FEES PAID TO 3RD PARTY COLLECTORS PASSED THROUGH IN FULL	ONE TIME		
RETURNED CHECK FEE		\$ 20.00	\$ 21.28
<u>OTHER RATES</u>			
TIRE under 16" no/rim	PER PICKUP	\$ 5.26	\$ 5.61
TIRE under 16" w/rim	PER PICKUP	\$ 12.33	\$ 13.13
BATTERY	PER PICKUP	\$ 5.16	\$ 5.50
HOT WATER HEATER	PER PICKUP	\$ 27.63	\$ 29.40
SM MATTRESS	PER PICKUP	\$ 9.11	\$ 9.69
M/LG MATTRESS	PER PICKUP	\$ 13.60	\$ 14.47
SM FURNITURE	PER PICKUP	\$ 13.08	\$ 13.92
M/LG FURNITURE	PER PICKUP	\$ 27.29	\$ 29.04
SM APPLIANCE*	PER PICKUP	\$ 13.43	\$ 14.29
M/LG APPLIANCE*	PER PICKUP	\$ 27.63	\$ 29.40

**HUDSON GARBAGE SERVICE
RATES EFFECTIVE MAY 1, 2018
CITY OF ST. HELENS**

ST. HELENS CITY

Service Description	FREQUENCY	Current Rate	New Rate
<u>WEEKLY COMMERCIAL CAN SERVICE</u>			
1 32 Gallon Can Weekly Business	PER MONTH	\$ 17.29	\$ 18.40
2 32 Gallon Can Weekly Business	PER MONTH	\$ 29.17	\$ 31.04
3 32 Gallon Can Weekly Business	PER MONTH	\$ 40.91	\$ 43.53
4 32 Gallon Can Weekly Business	PER MONTH	\$ 52.66	\$ 56.03
13 32 Gallon Can Weekly Business	PER MONTH	\$ 158.26	\$ 168.39
1 32 Gallon Can 2x Weekly Business	PER MONTH	\$ 29.17	\$ 31.04
1 35 Gallon Can Weekly Business	PER MONTH	\$ 17.29	\$ 18.40
2 35 Gallon Can Weekly Business	PER MONTH	\$ 29.17	\$ 31.04
3 35 Gallon Can Weekly Business	PER MONTH	\$ 40.91	\$ 43.53
4 35 Gallon Can Weekly Business	PER MONTH	\$ 52.66	\$ 56.03
5 35 Gallon Can Weekly Business	PER MONTH	\$ 64.38	\$ 68.50
6 35 Gallon Can Weekly Business	PER MONTH	\$ 76.12	\$ 80.99
1 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 29.17	\$ 31.04
2 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 52.54	\$ 55.90
3 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 72.90	\$ 77.57
4 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 95.64	\$ 101.76
5 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 117.21	\$ 124.71
1 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 44.07	\$ 46.89
2 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 79.52	\$ 84.61
3 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 110.32	\$ 117.38
4 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 141.12	\$ 150.15
5 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 171.89	\$ 182.89
1 65 Gallon Can Weekly Business	PER MONTH	\$ 29.17	\$ 31.04
2 65 Gallon Can Weekly Business	PER MONTH	\$ 52.66	\$ 56.03
3 65 Gallon Can Weekly Business	PER MONTH	\$ 71.59	\$ 76.17
1 95 Gallon Can Weekly Business	PER MONTH	\$ 40.91	\$ 43.53
2 95 Gallon Can Weekly Business	PER MONTH	\$ 81.82	\$ 87.06
3 95 Gallon Can Weekly Business	PER MONTH	\$ 122.74	\$ 130.60
4 95 Gallon Can Weekly Business	PER MONTH	\$ 163.64	\$ 174.11
5 95 Gallon Can Weekly Business	PER MONTH	\$ 206.26	\$ 219.46

HUDSON GARBAGE SERVICE
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ST. HELENS CITY

Service Description	FREQUENCY	Current Rate	New Rate
Business recycle:			
Office paper weekly			
Cardboard weekly			
Newspaper/Mag weekly			
Glass weekly	PER MONTH	\$ 16.90	\$ 17.98
Tin weekly	PER MONTH	\$ 16.90	\$ 17.98
Milk Jugs weekly	PER MONTH	\$ 16.90	\$ 17.98
Multi-family unit recycle: (5 or more units)			
Office paper weekly			
Cardboard weekly			
Newspaper/Mag weekly			
Glass weekly			
Tin weekly			
Milk Jugs weekly			
<u>EVERY-OTHER-WEEK COMMERCIAL CAN SERVICE</u>			
1 Can Every Other Week--Business	PER MONTH	\$ 10.37	\$ 11.03
35 Gallon Every Other Week Business	PER MONTH	\$ 10.37	\$ 11.03
2 35 Gallon Every Other Week Business	PER MONTH	\$ 17.72	\$ 18.85
65 Gallon Every Other Week Business	PER MONTH	\$ 19.30	\$ 20.54
<u>OTHER COMMERCIAL CAN SERVICE</u>			
32 gallon 1x Monthly Business	PER MONTH	\$ 5.54	\$ 5.89
32 Gallon On Call Pickup Business	PER PICKUP	\$ 5.07	\$ 5.39
Overfill/Overweight Can Business	PER PICKUP	\$ 2.26	\$ 2.40

HUDSON GARBAGE SERVICE
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ST. HELENS CITY

Service Description	FREQUENCY	Current Rate	New Rate
<u>CONTAINER SERVICE</u>			
1 Yard Container Weekly Service = 6.3 32 gal cans	PER MONTH	\$ 87.07	\$ 92.64
*Each additional	PER MONTH	\$ 80.27	\$ 85.41
1 Yard Container 2 x Weekly Service	PER MONTH	\$ 161.75	\$ 172.10
*Each additional	PER MONTH	\$ 148.77	\$ 158.29
1 Yard Container 3 x Weekly Service	PER MONTH	\$ 239.74	\$ 255.08
*Each additional	PER MONTH	\$ 209.51	\$ 222.92
1 Yard Container 4 x Weekly Service	PER MONTH	\$ 308.72	\$ 328.48
*Each additional	PER MONTH	\$ 264.48	\$ 281.41
1 Yard Container 5 x Weekly Service	PER MONTH	\$ 387.47	\$ 412.27
*Each additional	PER MONTH	\$ 334.18	\$ 355.57
1 Yard Every Other Week Service	PER MONTH	\$ 54.03	\$ 57.49
1YD OAM (not offered to new customers)	PER MONTH	\$ 26.80	\$ 28.52
1Yard On Call Pickup (not offered to new customers)	PER PICKUP	\$ 26.20	\$ 27.88
1.5 Yard Container Weekly Service = 9.5 32 gal cans	PER MONTH	\$ 122.87	\$ 130.73
*Each additional	PER MONTH	\$ 113.88	\$ 121.17
1.5 Yard Container 2 x Weekly Service	PER MONTH	\$ 233.73	\$ 248.69
*Each additional	PER MONTH	\$ 217.74	\$ 231.68
1.5 Yard Container 3 x Weekly Service	PER MONTH	\$ 344.58	\$ 366.63
*Each additional	PER MONTH	\$ 318.21	\$ 338.58
1.5 Yard Container 4 x Weekly Service	PER MONTH	\$ 437.91	\$ 465.94
*Each additional	PER MONTH	\$ 403.93	\$ 429.78
1.5 Yard Container 5 x Weekly Service	PER MONTH	\$ 554.30	\$ 589.78
*Each additional	PER MONTH	\$ 501.35	\$ 533.44
1.5 Yard Every Other Week Service	PER MONTH	\$ 77.14	\$ 82.08
1.5YD OAM (not offered to new customers)	PER MONTH	\$ 38.75	\$ 41.23
1.5YD OPU (not offered to new customers)	PER PICKUP	\$ 34.39	\$ 36.59
2 Yard Container Weekly Service = 12.6 32 gal cans	PER MONTH	\$ 162.82	\$ 173.24
*Each additional	PER MONTH	\$ 150.81	\$ 160.46
2 Yard Container 2x Weekly Service	PER MONTH	\$ 307.61	\$ 327.30
*Each additional	PER MONTH	\$ 284.37	\$ 302.57
2 Yard Container 3x Weekly Service	PER MONTH	\$ 461.48	\$ 491.01
*Each additional	PER MONTH	\$ 402.22	\$ 427.96
2 Yard Container 4x Weekly Service	PER MONTH	\$ 585.06	\$ 622.50
*Each additional	PER MONTH	\$ 508.76	\$ 541.32
2 Yard Container 5x Weekly Service	PER MONTH	\$ 730.14	\$ 776.87
*Each additional	PER MONTH	\$ 626.60	\$ 666.70
2 Yard Every Other Week Service	PER MONTH	\$ 84.72	\$ 90.14
2YD OAM (not offered to new customers)	PER MONTH	\$ 47.96	\$ 51.03
2 Yard On Call (not offered to new customers)	PER PICKUP	\$ 41.24	\$ 43.88

HUDSON GARBAGE SERVICE
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ST. HELENS CITY

Service Description	FREQUENCY	Current Rate	New Rate
3 Yard Container 1x Weekly Service	PER MONTH	\$ 212.88	\$ 226.50
3 Yard Container 2x Weekly Service	PER MONTH	\$ 397.26	\$ 422.68
3 Yard Container 3x Weekly Service	PER MONTH	\$ 581.65	\$ 618.88
3 Yard Container 4x Weekly Service	PER MONTH	\$ 766.04	\$ 815.07
3 Yard Container 5x Weekly Service	PER MONTH	\$ 950.34	\$ 1,011.16
3 Yard On Call (not offered to new customers)	PER PICKUP	\$ 52.65	\$ 56.02
4 Yard Container 1x Weekly Service	PER MONTH	\$ 260.23	\$ 276.88
4 Yard Container 2x Weekly Service	PER MONTH	\$ 506.09	\$ 538.48
4 Yard Container 3x Weekly Service	PER MONTH	\$ 751.91	\$ 800.03
4 Yard Container 4x Weekly Service	PER MONTH	\$ 997.76	\$ 1,061.62
4 Yard Container 5x Weekly Service	PER MONTH	\$ 1,243.61	\$ 1,323.20
4 Yard Every Other Week Service	PER MONTH	\$ 161.35	\$ 171.68
5 Yard Container 1x Weekly Service	PER MONTH	\$ 359.53	\$ 382.54
5 Yard Container 2x Weekly Service	PER MONTH	\$ 703.61	\$ 748.64
5 Yard Container 3x Weekly Service	PER MONTH	\$ 1,047.75	\$ 1,114.81
5 Yard Container 4x Weekly Service	PER MONTH	\$ 1,391.83	\$ 1,480.91
5 Yard Container 5x Weekly Service	PER MONTH	\$ 1,695.61	\$ 1,804.13
6 Yard Container 1x Weekly Service	PER MONTH	\$ 415.75	\$ 442.36
6 Yard Container 2x Weekly Service	PER MONTH	\$ 831.52	\$ 884.74
6 Yard Every Other Week Service	PER MONTH	\$ 207.92	\$ 221.23
6 Yard On Call (not offered to new customers)	PER PICKUP	\$ 102.93	\$ 109.52
7 Yard Container 1x Weekly Service	PER MONTH	\$ 539.08	\$ 573.58
7 Yard Container 2x Weekly Service	PER MONTH	\$ 887.92	\$ 944.75
7 Yard Container 3x Weekly Service	PER MONTH	\$ 1,301.16	\$ 1,384.43
7 Yard Container 4x Weekly Service	PER MONTH	\$ 1,682.19	\$ 1,789.85
7 Yard Container 5x Weekly Service	PER MONTH	\$ 2,063.24	\$ 2,195.29



OREGON REFUSE & RECYCLING ASSOCIATION

Oregon Recycling Processors Frequently Asked Questions about Curbside Commingled Recycling

We are now feeling the full effects of China's National Sword Program. The recycling industry has not experienced such an abrupt and dramatic increase in operational costs dating back to the start of curbside collection of recyclables in Oregon. The increased operational costs coupled with the dramatic drop in the value of the various commodities that are collected at the curb has led us to record low values for curbside commingled materials.

Investments in new sorting equipment may help contain some of the added costs for processing and clean up the material, however, the added costs to achieve the new quality specifications demanded by China will likely have a significant and long-lasting impact on the value of the commingled recyclable materials.

Introduction on the current market options for the commingled recyclables collected in Oregon?

One fact that must be stated up front: the market changes every day. It is not possible to give clear answers to what might seem to be simple questions about what the current markets are because the markets are constantly shifting so there is no simple answer.

Paper

A significant majority of the commingled material collected at the curb and from businesses is various grades of paper. The majority, but not all, of the cardboard collected from commercial customers is marketed to domestic mills. The larger cardboard boxes removed from residential curbside tend to go to domestic mills as well. Nearly all of the remaining paper is exported to Asian markets. China is by far the largest market for this paper. China has established a tolerance of 0.5% contamination for all imported paper. China is also enforcing additional quality specs for each individual grade of paper. Although alternative export markets have and continue to develop for sorted mixed paper, these other markets do not have nearly enough capacity to absorb the recyclable paper no longer accepted by China. Further, due to excess volumes of paper on the market, other countries are raising their quality specs to similar levels as China. Currently there are few, if any, domestic market options for these other grades of papers collected on the West Coast; however with the higher quality specs demanded by China and to a lesser degree, other export markets, domestic options may develop for a limited amount of the other sorted mixed papers.

Metals

The value of tin and aluminum cans has not been significantly affected by the recent changes in China. Movement of tin and aluminum has been steady.

Glass

Glass is sold domestically and is not affected by export markets. It is not included in the commingled programs in Oregon.

Plastics

Plastic Bottles – PET, HDPE Natural and HDPE Colored – there continues to be domestic and export options for these materials – the average value is lower, however the material is moving. Other plastics on the list – plastic bottles that are not HDPE, dairy tubs, plant pots, referred to by commingle facilities as #3 through #7 mix, are difficult to market with deep negative charges to move. There are several types of bottles and tubs (containers) in the mix today that did not exist when programs added the additional containers to the list.

1. If local government programs need to spend more to get materials processed, where is that money going? To extra sorting staff, slowing the belts, poorer market prices, etc...?

The issue can be broken into three primary areas:

1. **Markets.** Commodity values used to more than cover the cost of processing, which is no longer the case. The change in the market value of the recyclables is by far the largest driver of the current charge for the commingle material. The dramatic decrease in the aggregate value of the commingle material compared to the average value of the first 8 months of 2017 is greater than \$100.00 per ton. The primary drivers are the reduced market values of cardboard and other paper which are the largest portion of the commingle mix. The value of the mixed plastics (#3 through #7) has decreased by more than \$150.00 per ton and the options for marketing this material, as currently sorted are disappearing. There is a potential market for this material in Canada however, the cost may be excessive. In addition, there are materials that are not on the list, such as film plastics and rigid plastics that commingle facilities have been able to market over the past several years. The markets for these materials are gone and this material is now disposed of in the landfill.
2. **Costs to Process.** The quality requirements for processed recyclables have become quite stringent. Given the limited market options recycling facilities have had to make the following adjustments to maintain the ability to market the curbside material:
 1. significantly reduce belt speeds;
 2. add additional sorters;
 3. add quality control staff to each shift;
 4. add additional shifts;
 5. reduce the volume of material flowing through the facility due to slower belt speeds, and;
 6. material is more thoroughly processed in order to produce quality products that can be sold to end markets. This has had a significant impact on the ability to spread fixed facility costs across tons. In total these operational changes have increased production costs anywhere from 30% to 100%.
3. **Supporting costs.** There are increases in supporting costs with the market disruptions caused by the implementation of the new quality standards. The costs include:
 1. holding material for inspection (inventory);
 2. reprocessing material if standards are not met;
 3. additional freight costs incurred for shipping materials to alternative markets;
 4. Claims and potential for Claims related to rejected material - disposal fees, fines, shipping costs, demurrage... if material is shipped to China, inspected and then rejected by the

- Chinese government or the end market, the entire order is rejected, not just the container inspected; the time it takes for material to travel from a recycling facility in Portland to the point of inspection in China can be as much as 60 days. If the quality is not acceptable, an entire order will be rejected. The cost for this can be well in excess of \$100,000.00 depending on the size of the order. In some cases the facility may be barred from sending additional material to China for an extended period of time. Depending on circumstances, the broker that is responsible for the purchase of the rejected material could have their license to buy material suspended or revoked, and;
5. increased spoilage due to extending the sales cycle of finished bales.

2. *If the recycling isn't going to China, where is it going?*

As noted above in the Introduction, this is a hard question to answer: the market changes every day. Much of the material is moving to other countries in Southeast Asia – Vietnam, Malaysia, India, etc. However, the availability of those markets to take orders for commingled recycling is constantly changing. This type of uncertainty is leading to processors' increased concerns about the ability to move materials. It has also turned the market into a "buyers' market," driving down pricing even further.

3. *Is any extra money socked away for technological improvements that will help get better quality?*

All recycling facilities include capital investment as a portion of a business plan. There are no additional funds being set aside at this time other than what is normally retained for future investment. In fact, current market conditions and risk are causing some of the reserved capital funds to be temporarily redirected to offsetting potential claims against contaminated material (noted above).

A number of facilities in the market either have plans for system upgrades in 2018 or already made significant facility investments in the last two years. Some processors note exploring optical sorting systems to enhance the quality of material. Additional equipment, upgrades and replacement of equipment is not expected to greatly reduce the current processing costs. Rather, it is anticipated that these equipment changes will get us closer to meeting the quality specs of 0.5% prohibitives established by China.

4. *If there is a lot of contamination, what signals are processors giving customers about that?*

In this case the customers are the hauling companies that collect the curbside material and their local governments. Recycling processors do not typically conduct outreach to households. They report back to the other entities so that they in turn can communicate with the customers. This process is constant and has been on-going since the implementation of recycling programs.

Processors take the following steps to communicate with haulers and local governments:

- Inbound loads are sampled for contamination;
- Pictures are taken of any load contamination;
- Communication with driver delivering material to increase awareness;
- Communication with management of collection companies including pictures and details of contamination;

- On-going monitoring of load quality for improvement, and;
- High levels or consistent contamination can lead to hauler to be charged increased processing fees or rejected altogether (rare).

5. *If we deliver cleaner material, will our cost be reduced?*

The most significant driver of pricing is market demand; processing costs will stabilize, but market demand is what moves materials. This is not necessarily controlled/guaranteed by cleanliness of material. However, if a supplier does consistently deliver higher quality (cleaner) material then some incremental improvement in price paid, or fees charged, may be achieved – these specific, unique suppliers are rare in the market, but they will receive better market options. The processors operate in an open market and have flexibility to pay different rates, or charge different fees, to different suppliers. If a market had a more stringent acceptable list and the list was enforced, then improved pricing would likely occur.

The largest contributor to the challenge of sorting commingled materials to market specifications is the labor costs of removing the 9% to 14% materials (garbage and non-program materials) that are not on the list. Removing a significant amount of this material through education at the curb and other methods of educating the public would likely improve the value and reduce the cost to process the commingled recyclables. In addition, the processing costs have seen the greatest increase in this current climate, and it is likely permanent; the upside of that is that there will not be a similar “big hit” in the future and the costs going forward can be worked into pricing.

Removing certain hard-to-market materials such as plastics #3-#7 would have a similar incremental effect on pricing. This would lead to some improved efficiencies, decreased disposal costs and potentially lower cost of production. However, the predominant material in carts is paper and the material will still need to be cleaned to 0.5% so the process will still be expensive.

6. *You advocate for changing the commingled recycling list, will that guarantee that the material will be recycled and not disposed?*

At this time, we can only guarantee that the better the quality of the material, the closer we will be to having consistent end-markets for our product. Paper is particularly challenging to guarantee at this time, but the other materials on the list have maintained steady marketability for an extended period of time.

The materials that ORRA is recommending be removed from commingled recycling programs are materials that processors cannot recover in quantities, or of a quality, to recycle. There is concern that if these materials are left on the list, we are unintentionally misleading the public when we know this material will end up in the landfill. It would also help curb the “wishful” recycling. **ORRA’s Suggested Commingled Recycling List is attached, for your information.**

7. *What guarantees are there that if the program changes, there will be less trash or contaminants?*

It will take a while for the consumer to change, and it will take education to begin. However, without enforcement – all the way up the line to the consumer - and without consistent monitoring, we will never see the long-term changes that need to occur and continue. Most Oregonians want to do the right thing, and with appropriate education, they will make positive changes. Unfortunately, it is also true that for some, without some sort of penalty for NOT doing the right thing, the bad habits will continue.

8. *I'm still confused. All of these materials that we are taking out of the cart are recyclable, why don't the processors want them if they are recyclable?*

Recycling facilities are set up to process certain types of material. Trying to sort out ALL potentially recyclable materials that are currently in the cart is nearly impossible – it would be cost-prohibitive to set up to recycle every possible item. There are several new plastic containers at the curb that simply did not exist when we agreed to move to accepting dairy tubs and all bottles. Additionally, unless there are truck load quantities of materials, the product will not have a viable market. The expense to try to get a partial load delivered, especially at a distance, does not make economic sense and it is practically impossible to find someone to haul it. For these reasons, marginal materials with unstable markets are not appropriate for the curbside commingled stream.

9. *Additional Comments:*

- The current situation is not unique to Oregon. California and Washington and any other state that was previously shipping a large portion of their sorted recyclables to China are experiencing the same difficulties. Up until January 1, 2018, China was the market for 60% of the world's recycling, so these restrictions are being felt world-wide.
- The world needs packaging materials and sorted recyclables are the primary feedstock for making packaging of all types. Over the next couple of years, new consuming mills will open in countries other than China, and maybe even domestically, to meet this unmet demand for paper and plastic packaging materials. When this occurs, orders and pricing for recyclables will increase. However, it should also be expected that the quality restrictions will continue.
- Education and enforcement has to be integral to system changes and contamination reduction.
- The following link from Resource Recycling Posted on February 13, 2018, lays out the time line of China's initial effort to improve the quality of imported recyclables with the Green Fence and the progression to the National Sword program that has led to our current situation: [From Green Fence to Red Alert: A China Timeline](#).



OREGON REFUSE & RECYCLING ASSOCIATION

Recycling in Oregon

Recycling has been around as long as garbage itself – back in the “horse and cart” collection days, if there were materials of value in the garbage, someone pulled them out and sold them to a market. Over time, the system evolved to what we have today; the biggest changes happened more than 25 years ago with the 1991 Oregon Legislature’s passage of the law requiring curbside recycling collection in every Oregon community of 4000 people or more. Oregon was one of the first states in the nation to pass such comprehensive legislation, and has been a leader in recycling programs since, meeting goals to recover waste for recycling while also looking ahead to find the best ways to manage materials for greater sustainability for our future.

The Recycling Process

Oregon state law requires that citizens have the opportunity to recycle. For most residents and businesses, this opportunity is offered through curbside collection programs. Throughout most of Oregon, city and county governments determine the curbside program elements, service standards and the fee customers will pay for the service. In most Oregon cities and counties, franchised solid waste and recycling companies implement the programs and provide the collection services to customers. As a part of the curbside service, customers receive carts and bins for recycling, instructions about recycling, and collection on a regular schedule. Once collected, the materials are delivered to recycling processors that use a combination of mechanical equipment and people to sort the materials into separate commodities. The processors then package the clean and marketable commodities into bales of materials (paper, tin, plastic, etc.) and deliver them to markets that use the recycled materials to make new products.

Recycling Laws and Regulation

Oregon’s recycling laws and rules begin at the state level. The [Oregon Department of Environmental Quality](#) implements relevant state laws, found in ORS Chapters 459 and 459A. Among other important standards, the law sets forth the economic test for recycling at [ORS 459.005\(19\)](#), which states that “recyclable material means any material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and disposal of the same material.” If this test is not met, then the material is not recyclable.

Cities and counties have the authority to establish recycling collection programs, including the materials that will be recycled in their communities. If they choose to set recycling collection service standards, they must also set rates that cover the costs of collectors to provide the service. That requirement is found at [ORS 459A.085\(8\)](#). In addition, in the Portland area, the Metropolitan Regional Government oversees some aspects of solid waste management.

The majority of Oregon’s cities and counties have chosen to franchise their solid waste and recycling collection services, working with solid waste and recycling businesses to implement the collection programs for their citizens. A “franchise” used in this context is different than what is commonly thought of; it is a legal agreement between a city or county and a business

whereby the business implements the city or county's solid waste and recycling program. Many Oregon franchised businesses are small, family-owned companies, while others are the locally-operated arms of regional or national companies. All of these businesses deliver recycling collected in their local programs to processing businesses. Many of these companies – both collection and processing - are members of Oregon Refuse and Recycling Association (ORRA).

Recycling Collection and the Markets

As recycling collection has evolved, so have the recycling markets. When recycling programs began, the biggest component of collection was fiber – newspaper, cardboard, and other paper – and the markets for these materials were domestic, and often even local to Oregon. Oregon's recycling fed paper mills, locally and regionally. Over the past 25-30 years, much of the world's manufacturing has shifted to China, and now China is the largest manufacturing nation in the world. As a result of this shift, domestic manufacturing declined, Oregon mills closed, China grew, and the Chinese market for recycling materials expanded as well. Ships arriving from China with goods were delivered into West Coast ports, and those empty containers were ready to be filled with recycling and shipped back to China - at a lower cost and with higher prices paid to Oregon processors than a domestic manufacturer would pay for the same material. China became the market for 60% of the world's recycling, and recyclable materials became the sixth largest U.S. export to China.

Over this time, recycling collection changed as well. Most recycling programs in Oregon and in the rest of the United States moved to commingled collection carts – almost all recycling is placed in one cart, instead of separated into specific materials at the curb. The change was an effort to allow for the collection of more diverse materials with greater convenience to customers while also offering increased worker safety - reducing the potential for back-related lifting injuries for employees, among other risks. Commingled collection did in fact lead to improved worker safety and it increased collection volume and more material recovery – on average, 30% more material is collected. However, it also increased contamination – both from well-meaning but misguided people who didn't follow the program guidelines and from those who intentionally throw garbage in their recycling carts. Efforts have been ongoing to try to curb this contamination, which hovers at about 9%, but with limited success (9% is a very good number when comparing to other states, but before commingling, the number was under 5%). Despite increased contamination, the Chinese market continued its demand for material, so while troubling and less acceptable in domestic markets, the contamination was not catastrophic to recycling programs.

Current Market Crisis

China's government has been signaling its intent to make environmental cleanup and protection a priority, stating it no longer would accept "foreign garbage." Implementing "National Sword" on January 1, 2018, China banned the import of some commonly recycled items, such as mixed scrap paper and all plastics that are numbered 3-7. In addition, the National Sword set a new contamination standard of no more than 0.5%, a number that is far below any existing international or domestic standard. The standard is all but unachievable with existing curbside contamination rates and with current equipment and system costs. As a result, Oregon commingled recycling is no longer being delivered into China at this time. The loss of the

largest, most stable market is forcing Oregon processors to search for uncertain, less stable “spot” markets in order to move materials.

Even if markets can be found, the cost to deliver recyclables to processors continues to rise. At this point, commingled recycling programs around the state are failing the economic test (it costs more to recycle than it does to dispose), so cities and counties and their collection partners are considering hard choices: some are using limited storage to hold collected recycling while others (in accordance with Oregon state statutes) have delivered material for disposal; some have stopped or limited recycling programs; others are continuing, but are faced with increased rate implications for customers and concern from collectors who are footing the bill until the rates are adjusted to reflect the costs. And even if rates are raised so programs can continue, it cannot be guaranteed that the material collected for recycling can actually be recycled, so how can the public’s trust be protected and maintained?

Going forward, if materials can be cleaned to meet the Chinese standard, another uncertainty is what China’s level of demand will be. The Chinese government issues import licenses for recycling materials. China issued only 108 import permits in the first round of 2018, compared to 2,937 import permits in the same period for 2017. China is ratcheting down on its polluting mills by limiting supply; of the 2,400 mills in China, only the 200 that meet modern manufacturing and environmental standards are expected to stay in business. As these facilities close, there will be continuing market uncertainty. Finally, another factor that must be considered is China is ramping up its efforts to build its own domestic recycling streams; once local collection infrastructure is in place, overall demand for imported recycling will decrease.

China has proven it is willing to cause major market disruption to further its efforts to clean up its environment, and that market disruption is having a drastic effect on recycling programs worldwide. Oregon needs to acknowledge this means a hard “re-set” of collection programs, and look for ways to find the opportunity in this challenge. It is right that China is cleaning up; how can Oregon programs do the same?

Call to Action

Having been at the forefront of recycling for decades, Oregonians are well poised to successfully navigate necessary changes through this period of market transition. Here are some steps to consider to reduce negative effects of the changed recycling market.

- Make smart purchases and consider the packaging choices of what is purchased – can the item be recycled? Could it be reused instead of recycled?
 - Establish a Life Cycle Analysis of packaging choices. Some packaging has other outstanding benefits (shelf-stable products that don’t require refrigeration and avoid food spoilage), so disposing of it at the end of its life due to lack of viable markets may well be the best, and most environmentally-protective choice.

- Recycling programs should limit the list of acceptable materials for commingled recycling and use the reduced list as basis for an all-out education campaign to Oregonians to reset their recycling habits in general and follow the list in specific.
- Add enforcement and continued follow up to programs to increase compliance. Funding is key and the effort will require cooperation of government and business partners, but customers must get feedback and some must have incentives (or disincentives) to “recycle well,” in order to decrease curbside contamination.
- Encourage customers to evaluate their service needs during this period; they may need to right size their garbage cart. Likewise, jurisdictions need to evaluate whether they have appropriate collection services (every other week garbage pick-up, every other week recycling pick up, etc.)
- Processors’ role: equipment changes or other innovations that allow them to sort for streams of materials with market demand?
- Consider whether expanded use of central recycling depots would be beneficial in certain areas and for specific materials.
- Try a pilot program of “dual stream” collection with existing equipment – fiber one week, containers the next, and see how the processors do. Use information as a basis for discussing how collection should look in the future.
- What is a market? Convene interest group and set criteria and a format to follow before adding new items to curbside programs.
- Domestic markets – what can be done to renew traditional markets and establish new markets?



Greater St. Helens Park and Recreation District Eisenschmidt Pool

March 19, 2018

RECEIVED

MAR 23 2018

Matt Brown, Finance Director
City of St. Helens
PO Box 278
St. Helens, OR 97051

CITY OF ST. HELENS

Re: Greater St. Helens Park and Recreation District Name , Civic Pride Park, & Water Bill

Dear Matt:

The Greater St. Helens Park and Recreation District (GSHPRD) Board of directors has discussed several open issues that have been raised by the city. These issues are specifically:

1. The city's request that GSHPRD consider changing their name
2. The potential acquisition of Civic Pride Park by GSHPRD
3. The city's realization that GSHPRD has not had to pay for city water in the past

We have been advised and have concluded that it would be in our best interest to keep our current name.

We are still interested in the possible acquisition of Civic Pride Park which is immediately adjacent to our facility. Our primary objective for acquiring this property would be to provide options for future expansion of our facility. While we don't have definite plans for expansion, we have been considering a splash park and also an outdoor therapy pool.

We have also discussed your letter dated February 8th, 2018, notifying us that we should expect to start paying approximately \$25,000 a year for water. While your letter describes this as the "City's error", it is our belief that there was actually a long-standing agreement in place that our facility not be charged for water usage. This is based on the testimony of multiple individuals who have previously been involved in the operations of the Eisenschmidt Pool. We have attached one letter that addresses this issue, written by Christine Eisenschmidt.

If the city is going to start charging us for water after all of these years, we are hopeful that we can come to an agreement that will minimize the impact to our community. We have recently been forced to increase our rates due to the changes in minimum wage and the sick leave law. We are fearful that another sudden increase could deter use of our facility, particularly by low-income families. Furthermore, it is our understanding that the actual usage rate assumes that a high percentage of the water used ends up in the sanitary sewer system. The majority of our water usage is actually to make up for evaporation from the pool. Based on all of these factors, we would ask that our long standing agreement continue or that a discount be considered.

Thank you for your consideration in both the above issues.

Sincerely,

Keith Forsythe, Board President
Greater St. Helens Park and Recreation District

3/21/18

Two Whom It May Concern:

The history of the pool as shown on the GSHPRD website explains that the pool was built in 1939 during the depression as a project of the WPA established to get people back to work. What this history omits is **why** the citizens of St. Helens appealed to the WPA to build them a pool.

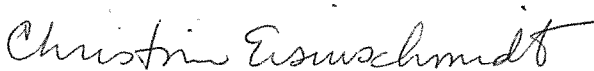
The previous summer **3 people drowned** in the Columbia River off St. Helens. The community was brought together by grief and worry to take action to prevent further tragedies. This was the reason the pool was built, to protect children and to save lives. Over time, some people have forgotten this, some have never been aware.

The pool was built next to the High School on property owned by the St. Helens School District, so it became part of the school district. Admission to the pool was **free** to the public. The City of St. Helens made its contribution to the welfare of the community and to support the pool by **never** charging for water.

In 1985 the pool was shut down by the school district due to budget cuts. Again the community rose up as the pool had become an integral part of its assets. Assessing the situation and determining the best option for sustainable operations of the pool, a measure to establish the Greater St. Helens Park and Recreation District was placed on the ballot. Most public pools in Oregon belong to Park and Recreation districts and the formation of such a district would allow growth and expansion for the services of the district in the future. The measure passed easily and a tax base was established for the pool. The admission fee, which had been 50 cents at that time, was raised to be comparable to similar pools and to increase the pool's self-sufficiency, but the City of St. Helens kept its promise of a free water supply.

In its almost 79 years the City has never charged the pool for water. It has been a gentlemen's agreement. Unfortunately, those unaware of this history might think that the city has made an oversight, or that the operation of the pool is something to exploit, rather than to support.

It is important to keep in mind that it is a public safety issue to ensure that the pool remains accessible and affordable to all members of our community.



Christine Eisenschmidt

Former Chair of the E.P.P.C. (Eisenschmidt Pool Patrons Committee) and "Pool and Rec 1990", the committee that worked to establish GSHPRD.

‘SECTION-28’ TIMBER SALE INVITATION TO BID - TIMBER PURCHASE

*City of St. Helens, a Municipal Corporation
of the State of Oregon, acting by and through its City Council*

Sealed bids addressed to the City of St. Helens (“Seller”) will be received until **11:00 am, April 27, 2018**, for the sale of certain green and dead timber, including dead standing trees or snags and down trees, in areas designated by the Seller on certain lands described below and shown on the attached vicinity and detailed sale maps. Bids will be opened and publicly read at St. Helens City Hall, 265 Strand St., St. Helens, Oregon 97051, starting immediately after the above-mentioned deadline for receipt of bids. The Seller will consider bids at the regularly scheduled May 2, 2018 City Council meeting and it is the Seller’s intention to make the award to the successful Bidder as promptly as practicable after offers are considered. The Seller reserves the right to reject any and all bids, to accept the bid that is in the best interests of the City of St. Helens and to make such decision as the Seller considers appropriate in the case of identical bids.

LOCATION OF THE SALE AREA

The sale area is in the Milton Creek Watershed, approximately nine airline miles northwest of St. Helens, Oregon, as shown on the Exhibit "B" vicinity map. The clearcut sale area is approximately **52-acres** (see maps marked Exhibit “A” and “A1” and “A2”). Signs directing prospective Buyers to the sale area are marked on the ground as “TIMBER SALE SECTION-28”.

The sale areas include portions of the following:

Township 5 North – Range 2 West
Section 28, Portion of NE ¼

situated in Columbia County, Oregon.

The approximate locations of the clearcut sale boundaries are shown on the attached maps marked Exhibit “A”, “A1”, and “A2”. These maps are part of the timber sale contract.

The exterior boundaries of the clearcut sale areas not contiguous to existing primary roads or existing property cutting lines are marked with pink ribbon and/or red paint. The red-painted boundary and wildlife trees are specifically reserved from cutting.

TIMBER VOLUME

It is estimated that within the marked sale boundaries of the clearcut sale areas and the salvage areas there are **1,198-MBF (net) of Douglas-fir, 14-MBF (net) of True Fir, 24-MBF (net) of Western Redcedar, 21-MBF (net) of Red Alder, and 29-MBF (net) of Bigleaf Maple** designated for sale and available for logging under the terms of the contract.

Timber volume estimates:

52-ACRE CLEARCUT	VOLUME MBF		ESTIMATED LIVE NET VOLUME BY GRADE		
SPECIES	GROSS	NET	2S	3S	4S
Douglas-fir	1,399	1,198	391	702	105
True Fir	18	14		12	2
Western Redcedar	31	24		3	21
Red Alder	54	21			21
Bigleaf Maple	79	29			29

These estimates are for aiding prospective Buyers in their consideration of whether or not to make their own analysis of the proposed sale. The Seller specifically makes no representation as to the total volume of timber or percentage of volume by species that can be logged from the sale area. The volume and stumpage payments will be determined by a log scale to be made by the Columbia River, Yamhill, Pacific Rim, or Southern Oregon Log Scaling and Grading Bureaus or the Northwest Log Scaler's, at Buyer's expense.

Each potential Bidder should consider the sample contract, the existing marking, and their ability to log the sale area consistent with the Oregon State Forest Practices Act and any other applicable rules or regulations, and in a manner that will not create serious soil disturbance.

Bidding will be limited to Douglas-fir logs falling within the grades listed under the General Rules of the Columbia River Log Scaling and Grading Bureau. Number-4 saw mill logs with 20 board feet or more, net scale, and to a minimum of 5-inches scaling diameter, will be included.

No Douglas-fir bid of less than \$525.00 per MBF will be considered.

If any other species and grades are designated for cutting, their prices will be as follows:

Hemlock & Other Conifer	\$400.00	per MBF, net scale
Western Redcedar	\$950.00	per MBF, net scale
Hardwood saw logs	\$375.00	per MBF, net scale
Conifer & Hardwood utility logs	\$30.00	per MBF, net scale
Pulp logs and pulpwood chunks	\$5.00	per ton, load weight

By August 31, 2018, at least **one half** of the estimated total value of timber to be cut from the contract area must be paid either as a result of logs removed, scaled and paid for or by an advance deposit for logs to be removed before expiration of the contract.

By February 28, 2019, **all** of the estimated total value of timber to be cut from the contract area must be paid.

SCALING

Logs bucked in lengths 41-feet plus trim and greater will be segment scaled and diameter inside bark measurements will be obtained at both the small and large ends of each log. The scaling diameters of the lower segment or segments of split scaled logs shall be determined by apportioning the difference between inside bark diameters of the small and large ends.

PAYMENTS

Payment for logs scaled and removed, and for which scale certificates have been issued, shall be made bi-monthly. The contract contains provisions for log branding, truck tickets, scale tickets, scale certificates, etc.

Buyer will be required to furnish Seller with a \$25,000 cash deposit and a payment bond from a surety company acceptable to Seller. The payment bond, in an amount which, when combined with the \$25,000 cash deposit, will be approximately equal to one-half the estimated value of the timber to be cut from the Sale Area. The estimated contract value will be calculated by multiplying the bid rate per M board feet by the volume estimates given in this invitation.

Buyer shall also deposit with Seller a performance bond, which is equal to one-half the estimated value of the timber to be cut from the Sale Area, from a surety company acceptable to Seller.

OTHER PROVISIONS

Cable yarding (preferably with a "sky-car" type carriage) is required on any slope greater than 40-percent. Where soil conditions and slope of the terrain permit, shovel logging is permitted.

Logging of the sale areas must be in accordance with plans prepared by the Buyer and subject to the written approval of the Seller or Seller's representative. The entire sale area does not need to be included in any one plan, but each plan submitted must be delivered to the Seller or Seller's representative not less than 15-days prior to commencement of operation on the area covered by the plan. Seller's representative will inspect the plan and may require such modification as is reasonable and is required to protect the interests of Seller. Logging operations will not commence until approval is received from Seller or Seller's representative.

The plan will include type of logging equipment, landing areas, approximate boundaries of areas to be yarded to each landing, location of primary skid roads leading to those landings, and approximate time when logging will be complete. Every employee of the logging contractor who works "on the ground" will read the logging plan. A copy of this signed logging plan must be kept with the loader operator. Plans for removal of trees adjacent to live streams must be given specific attention in the logging plan.

Buyer is required to obtain a "Notification of Operations Permit" from the Oregon Department of Forestry. Buyer is responsible for any written plans or other actions required by the Oregon Department of Forestry. A copy of the notification and written plans will be given to the Seller's representative.

The contract will specify normal operating seasons of May 15 to September 30, 2018, and May 15 to September 30, 2019 except as otherwise specified. Operations at other times will be subject to permission from Seller. Use of tractors and shovels during yarding operations will be restricted to those areas in which their use will not be conducive to soil erosion. If the Buyer elects to haul logs from the sale area during weather when traffic on roads will create a mud surface condition on the road, sufficient road improvement, at Buyer's expense, must be done to assure that such mud will not flow or be washed into any stream.

Buyer will avoid using tractor-logging machinery within wet areas and drainages. No trees shall be felled or yarded across intermittent or permanent water drainages. Clean out of all woody and vegetative debris put into creeks may be required.

Specific attention is called to the sixth paragraph of Part 7 of the contract form, which states:

"Buyer specifically recognizes that third parties are or may be using roads on Seller's lands and specifically agrees to cooperate with Seller and such third parties in the use of and travel on such roads to the end that traffic congestion, overuse and hazard are minimized."

Buyer will be required to perform road maintenance as provided in the attached "Schedule A - Road Maintenance". Any road that Buyer may elect to construct must be constructed according to City standards and on locations approved in writing by Seller's representative before construction.

Buyer will be responsible for all road use, road maintenance, road rock royalty or any other fees applicable from either public or private agencies or landowners.

Buyer will be required to perform harvest-related projects as provided in the attached "Schedule B – Harvest-Related Projects".

Prior to hauling, one end of all log loads loaded on the truck shall be painted with orange paint. Buyer will remove all pulpwood (logs 3" in scaling diameter and larger up to merchantable size) generated at landing sites.

Buyer will be responsible for the return of all keys issued to the Buyer or their contractors. In the event that any issued key cannot be accounted for, the Seller will retain \$500 of the initial deposit as damages toward the purchase of a lock and key series.

TIME

Log cutting on the sale area must be complete by September 1, 2019. All logs must be removed by September 30, 2019, and all other requirements imposed on the Buyer must be completed by December 31, 2019.

Buyer shall comply with the following production schedule:

- i) On or before July 1, 2018: Buyer will have completed all prerequisites to operating (i.e. executed Contract, provide Certificates of Insurance to Seller and filed a Notification of Operations with the Oregon Forestry Department).
- ii) On or before May 15, 2019: Cutting and yarding crews shall be working on log production.
- iii) On or before September 30, 2019: 100 percent yarding completed and products delivered.

TAXES

The Seller is a subdivision of the State of Oregon and therefore timber harvested from Seller is not subject to the Western Oregon Forestland and Privilege Tax. Buyer will, however, be responsible for payment of the Forest Products Harvest Tax and providing proof to the Seller of this tax payment.

FORM OF BID

Bids should be submitted on the form attached and sealed in an envelope showing the name of the sale on the outside of the envelope. Each bid must be accompanied by a bid deposit of **\$25,000**, in the form of a certified or cashiers check made payable to "City of St. Helens". It is required that Bidders complete the attached Certification Form and enclose this certification along with the bid form when submitting bids.

DEPOSIT CHECKS

In the event the sale is awarded to a Bidder by the Seller, but the Bidder is either unable to or refuses to enter into the sale contract, Bidder agrees that, in addition to Seller's other remedies, the deposit will be retained by the Seller as an offset against Seller's damages. The return of all deposits to unsuccessful Bidders will follow the naming of the successful Bidder.

EXPORTABILITY

The Seller is a municipal corporation of the State of Oregon and as such is a political sub-division of the State of Oregon. The Forest Resources Conservation and Shortage Relief Act of 1990 prohibits the export of unprocessed timber from public lands in Oregon and other western states. This is a sale of public timber and may not be exported in unprocessed form. Buyers must comply with all applicable Federal and State laws, rules, regulations adopted pursuant thereto, and Seller's Rule regarding the export of timber, all of which prohibit export of the timber hereby, purchased.

ADDITIONAL INFORMATION

The Buyer is advised that should the harvest of the timber to be sold hereunder be impeded or prevented due to Federal and/or State laws and rules and regulations pursuant thereto regarding environmental matters and/or threatened and endangered species, Seller has the exclusive right to either eliminate from this sale such timber or substitute other timber of substantially equal quality and volume.

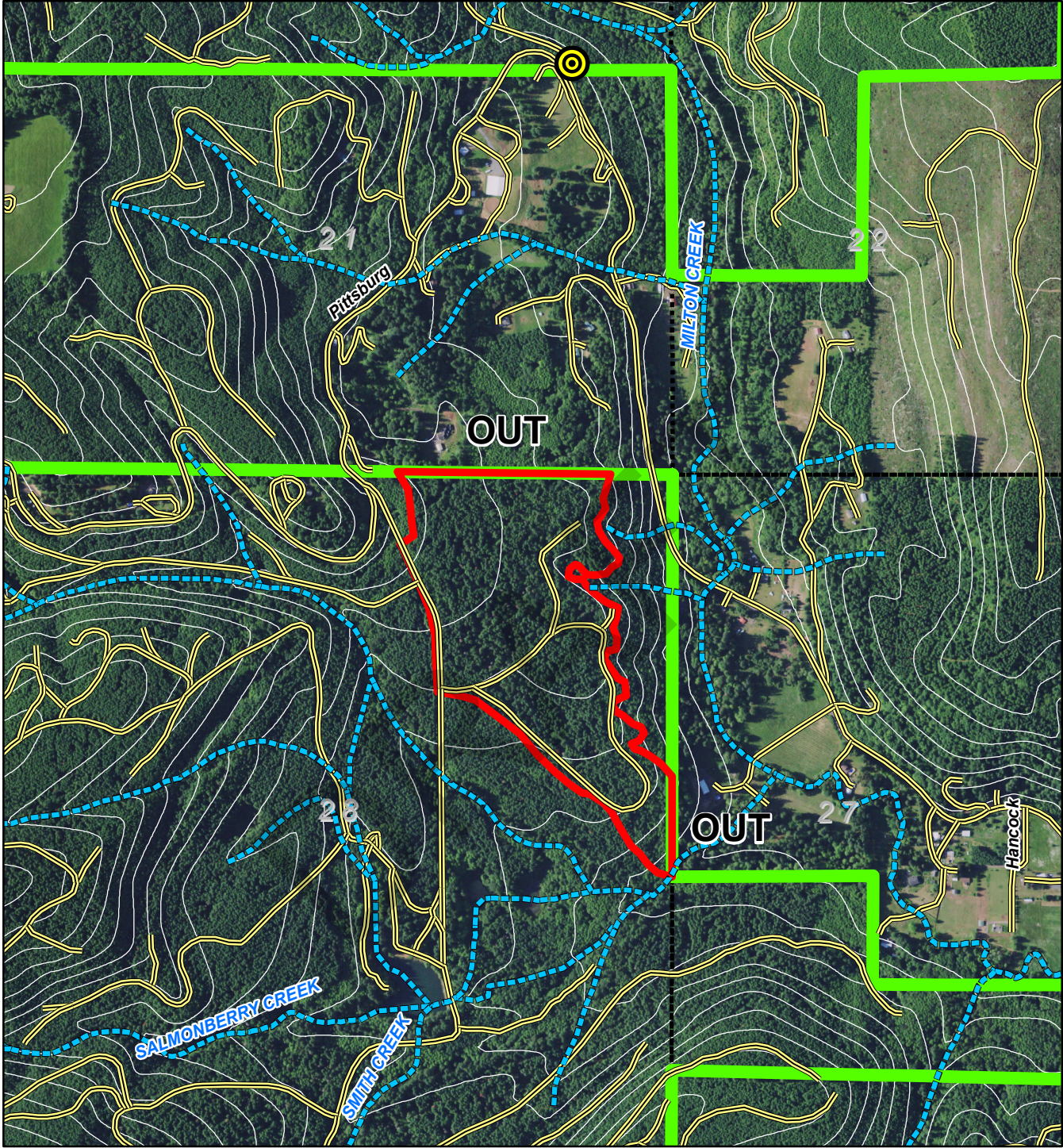
Prospective Buyers should be aware that roads on the Watershed are private roads that are, at times, only as wide as one lane. Dirt roads may not be used during wet weather periods. The Seller disclaims any liabilities for damages or injuries arising from or in any way associated with use of said roads.

Project Costs found in Schedules "A" and "B" are estimates by category. The Total Cost is a fixed amount that the Buyer shall expend pursuant to this Contract. Buyer shall immediately after completion of the project work required by Schedules "A" and "B", provide Seller with such proof thereof as is reasonably satisfactory to Seller. Seller has the right to reallocate, add or delete project work to insure the Total Cost is achieved but not exceeded.

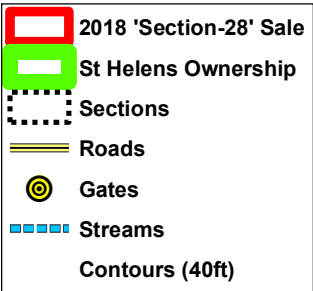
DRAFT

Exhibit A

2018 City of St Helens Timber Sale - 'Section-28' (52-acres)



Township 5 North - Range 2 West



1 inch = 1,000 feet

MB&G

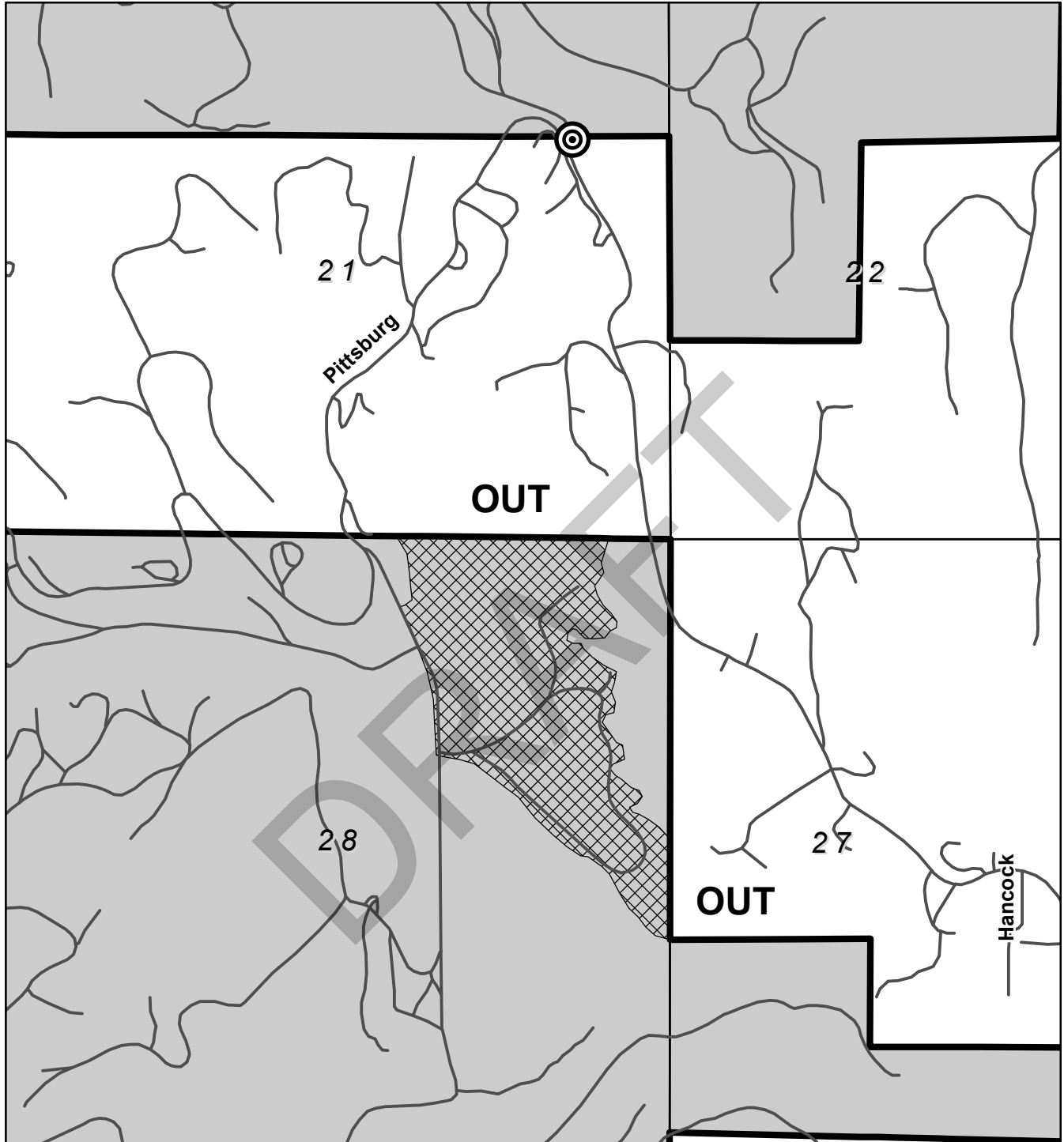


This product is for informational purposes only and may not be suitable for legal, engineering, or surveying purposes. Information is provided with the understanding that conclusions drawn are the responsibility of the user.

Projection: NAD83, State Plane Oregon North
Aerial Photo: 2016 NAIP

Exhibit A1

2018 City of St Helens Timber Sale - 'Section-28' (52-acres)



Township 5 North - Range 2 West



1 inch = 1,000 feet

MB&G

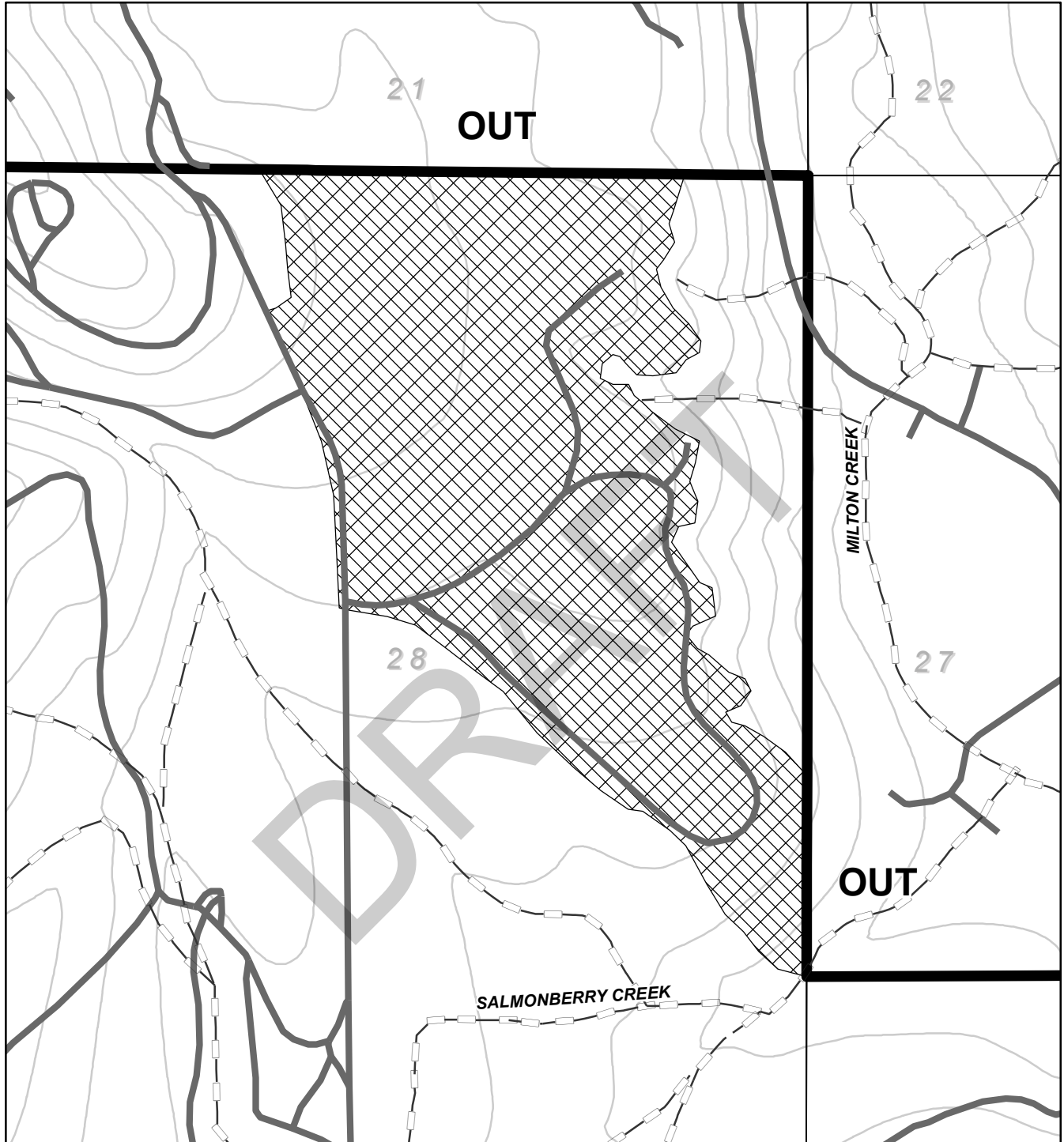


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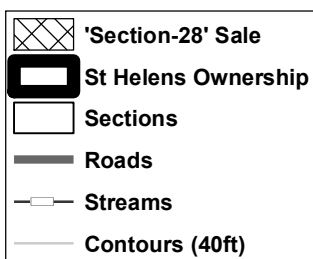
Projection: NAD83, State Plane Oregon North

Exhibit A2

2018 City of St Helens Timber Sale - 'Section-28' (52-acres)



Township 5 North - Range 2 West



1 inch = 500 feet

MB&G



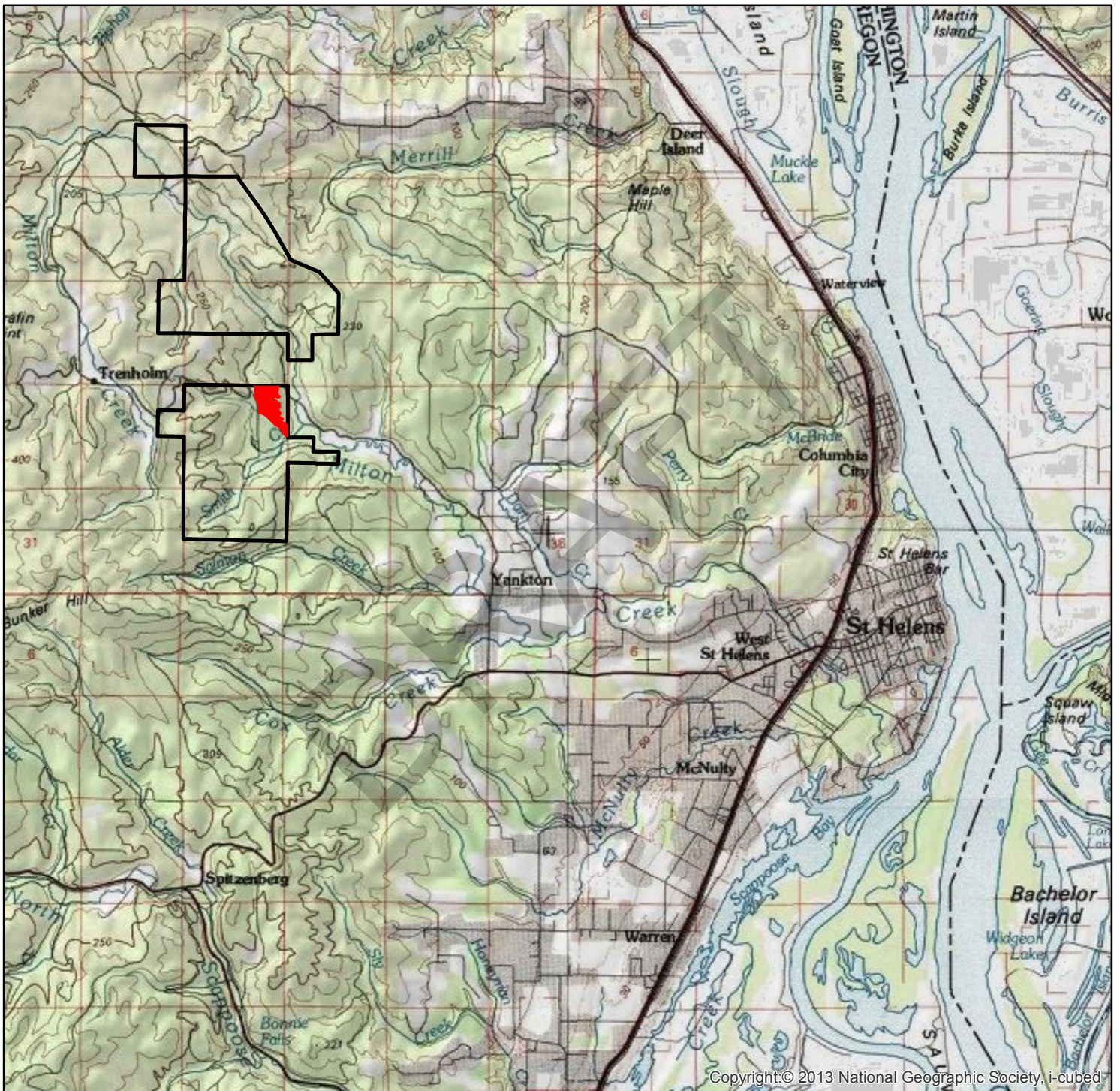
This product is for informational purposes only and may not be suitable for legal, engineering, or surveying purposes. Information is provided with the understanding that conclusions drawn are the responsibility of the user.

Projection: NAD83, State Plane Oregon North

Exhibit B - Vicinity Map

City of St Helens Milton Creek Watershed

2018 Timber Sale - 'Section-28'



 'Section-28' Timber Sale

 St Helens Ownership



1 inch = 2 miles

MB&G



30

This product is for informational purposes only and may not be suitable for legal, engineering, or surveying purposes. Information is provided with the understanding that conclusions drawn are the responsibility of the user.

Projection: NAD83, State Plane Oregon North

‘SECTION-28’

CITY OF ST. HELENS

ST. HELENS, OREGON 97051

OPENING DATE: 11:00 a.m., April 27, 2018

SEALED BID ONLY **NO ORAL AUCTION**

SEALED BID FOR **‘SECTION-28’ TIMBER SALE**

COMPANY NAME: _____

BID PRICE PER THOUSAND BOARD FEET (NET) FOR **DOUGLAS-FIR**

_____ Dollars

(\$ _____ . _____) per MBF

SIGNATURE: _____

PRINT NAME: _____

_____ TITLE

NOTE: ALL BIDS MUST BE ACCOMPANIED WITH A \$25,000 DEPOSIT*
AND A COMPLETED CERTIFICATION FORM.

* In the event the sale is awarded to a Bidder by the Seller, but the Bidder is either unable to or refuses to enter into the sale contract, Bidder agrees that, in addition to Seller's other remedies, the deposit will be retained by the Seller as an offset against Seller's damages. The return of all deposits to unsuccessful Bidders will follow the naming of the successful Bidder.

CERTIFICATION OF ELIGIBILITY
TO BID ON CITY OF ST. HELENS TIMBER

Under the penalties of perjury, the undersigned hereby certifies that

_____ ,

- A. Will not directly export the unprocessed City of St Helens timber that is the subject of this transaction.
- B. Will not sell, transfer, exchange or otherwise convey the unprocessed timber that is the subject of this transaction to any other person without first obtaining a certification from that person which meets the requirements of the City Council of the City of St Helens.
- C. Are not prohibited by any City of St Helens export Rule from bidding for City timber directly.
- D. Understand that falsely entering into this certification is a violation of the Forest Conservation and Shortage Relief Act of 1990, the City of St Helens export Rule, and other state and federal laws, regulations and provisions, and subjects the undersigned and the company to any and all penalties contained therein.

Signature

Print Name

Title

Company

Dated

‘SECTION-28’ TIMBER SALE CONTRACT

THIS CONTRACT made and entered into at St. Helens Oregon, as of _____, 2018, by and between the CITY OF ST. HELENS, a municipal corporation of the State of Oregon, acting by and through its CITY COUNCIL, hereinafter called "Seller," and _____ hereinafter called "Buyer",

W I T N E S S E T H:

WHEREAS, Seller owns certain forest land and timber in the Milton Creek area in Columbia County, Oregon, hereinafter described, and subject to the terms and conditions of this contract,

WHEREAS, Buyer desires to purchase said timber, subject to the terms and conditions hereof,

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties agree:

1. Sale of Timber

Seller hereby agrees to sell and Buyer agrees to buy any dead or live standing trees individually designated by Seller's representative within the timber sale boundaries as marked on the ground by roads, ownership boundaries, or flagged lines. The approximate location of the sale boundaries and salvage tree locations are shown on the attached maps marked Exhibits "A" and "A1" and "A2" (the "Sale Area"). These maps are hereby made a part of this timber sale contract (the "Contract").

Seller and Buyer agree that the designation of trees to be cut will be governed by the following criteria:

- a. All the presently merchantable timber, including any dead standing trees or snags and presently down trees within the exterior boundaries of the clearcut area as shown on the map marked Exhibits "A" and "A1" and "A2" attached hereto and marked on the ground with red paint and/or pink flagging.
- b. Any dead or live standing or down tree individually designated by Seller's representative outside the area to be clearcut (See Exhibits "A", "A1", and "A2").
- c. Seller reserves the right to stop the cutting of designated trees and to either postpone cutting for more favorable conditions or to remove the designation of those trees when, in the opinion of Seller's representative, the logging being done is creating conditions which are detrimental to the watershed values of the Sale Area.
- d. Additional trees may be designated for cutting if they become damaged or if, in the opinion of Seller's representative, they meet the marking criteria but were overlooked in the original marking of trees to be cut.
- e. Red painted trees are reserved from cutting except when so designated by the Seller's representative.

All of said timber is within the boundaries of the following described lands situated in Columbia County, Oregon to wit:

The sale area includes all or portions of the following:

Township 5 North – Range 2 West
Section 28, Portions of NE ¼

situated in Columbia County, Oregon.

The term "merchantable timber" includes any tree that at the time of logging the area in which it is situated contains one or more merchantable logs. The term "merchantable log" means a log, which will meet the minimum standards for General or Special Scale under the Official Log Scaling and Grading Rules (herein called "Official Rules") of the Northwest Log Rules Advisory Group effective as of November 1, 2014, as amended to the date of this Contract. In the case of the Number-4 Sawmill logs, no log that contains less than 20 board feet, net scale, will be considered merchantable. Any log with at least 20 board feet net scale with a minimum scaling diameter of 5-inches is considered merchantable. The Buyer will make a special request to the Scaling Bureau to special scale logs with 20 board feet or more net scale and a 5-inch minimum-scaling diameter.

Buyer may remove any log of any species that is not a merchantable log as herein defined.

2. Prices and Payment

As stumpage for timber cut and removed, Buyer agrees to pay Seller a total amount calculated as follows:

An amount that shall be the total for all logs produced from the timber sold hereunder and removed of each species and grade of logs named below, as multiplied in each instance by the following unit prices:

For logs meeting minimum specifications under the General Scaling and Grading Rules of Official Rules:

	Prices Per M <u>Board Feet</u>	
Douglas-fir	\$ _____	(Net)
Hemlock & Other Conifer	\$400.00	(Net)
Western Redcedar	\$950.00	(Net)
Hardwood saw logs	\$375.00	(Net)
 Pulp logs	 \$ 5.00	 (per ton)

For logs that do not meet the minimum specifications under General Scaling and Grading Rules of Official Rules, but which do qualify under Special Scales of Official Rules:

	Adjusted <u>Gross Scale</u>
Conifer Utility Logs	\$30.00

Unless otherwise agreed upon in writing by Seller's representative, Buyer shall pay to Seller bi-monthly the amount due, computed at the log prices stated above, for the total quantity of logs theretofore scaled and removed from the Sale Area and for which scale certificates have been issued, but for which payment has not been made by Buyer to Seller.

By August 31, 2018, at least **one half** of the estimated total value of timber to be cut from the Sale Areas must be paid either as a result of logs removed, scaled and paid for or by an advance deposit for logs to be removed before the expiration date of this Contract.

By February 28, 2019 **all** of the estimated total value of timber to be cut from the Sale Areas must be paid.

3. Scaling

Prior to removal from the Sale Area, Buyer shall mark all logs with a distinctive brand of a character and in a manner mutually agreeable to Buyer and Seller. All logs removed shall be scaled by the Official Rules. Buyer shall promptly make a written request to said Bureau for the Special Scale of logs described as Douglas-fir special cull logs and blocks, wormy cedar, white wood and Douglas-fir utility logs, in accordance with Official Rules of said Bureau and shall also request that all logs qualifying as Number-4 sawmill grade in the General Scaling and Grading Rules of the Official Rules be scaled and reported so as to indicate the volume of logs which meet a minimum net of 20 board feet or more. Scaling shall be performed at such point or points as are determined by Seller. No logs shall be removed therefrom until scaling has been completed. The cost of scaling shall be borne by Buyer.

Buyer shall arrange for and carry out a system of load tickets for reporting each load of logs trucked from the Sale Area. For each truckload removed, there shall be prepared at the point of loading, at least in triplicate, a serially numbered ticket showing for that particular truckload, its destination, the date, the number of logs of each species and the total number of logs. Additional data desired by Buyer may be added. The truck driver shall carry one copy, which shall be subject to examination by Seller, until the logs have been dumped or delivered, and one copy shall be made promptly available to Seller. Seller may at any time, at points agreed upon with Buyer, examine any truckload of logs from the Sale Area to check the branding and to compare the logs on the truck with truckload tickets. All costs of furnishing copies of all individual scale tickets and Bureau Certificates to the Seller's representative will be borne by the Buyer.

Buyer agrees to have the Scaling Bureau make available to the Seller's representative the log-truck-ticket-detail and weekly summary. Buyer will transmit such information to the Seller's representative. Buyer will have the Scaling Bureau furnish directly to the Seller's representative a copy of each scale certificate and detail sheet prepared by the Scaling Bureau showing gross and net scale for each species and grade of logs removed from the Sale Area during the period

reported. All data transmitted by the Scaling Bureau to the Seller's representative will be at Buyer's expense.

Logs bucked in lengths 41-feet plus trim and greater will be segment scaled, and diameter inside bark measurements will be obtained at both the small and large ends of each log. The scaling diameters of the lower segment or segments of split scaled logs shall be determined by apportioning the difference between inside bark diameters of the small and large ends.

Buyer will make a written request to the appropriate scaling bureau for a "special request" for log segments over 41-feet plus trim to be scaled under rules and guidelines as described above, and as found in R-6 Supplement No. 6 to FSH 2409.11, September 1978, U.S. Department of Agriculture - Forest Service.

4. **Reserve Deposit**

At the time this Contract is signed by Buyer, Buyer shall deposit with Seller a performance bond from a surety company acceptable to Seller in the amount of \$_____. Buyer shall also deposit with Seller cash (the "Deposit") and a payment bond from a surety company acceptable to Seller, which, together, shall total the amount of \$_____. The bonds (the "Bonds") and the Deposit shall assure compliance with applicable laws, rules and regulations and the provisions of this Contract.

Seller shall hold the Bonds and the Deposit until Buyer has, to the satisfaction of the appropriate office of the State of Oregon, complied with the state laws and regulations relating to snag and slash disposal, and has, to the satisfaction of Seller, complied with all provisions of this Contract. Upon such compliance, the Deposit with no interest accrued thereto shall be refunded promptly to Buyer. If Buyer defaults in prompt compliance with snag and slash disposal or with any other Contract provisions, Seller may, without prejudice to other remedies, perform the same and charge the expense to Buyer. Thereupon Seller shall apply the Deposit toward said expense and return any balance to Buyer and/or Seller may exercise its rights under the Bonds and retain the Deposit.

5. **Time**

Time and strict performance hereunder are of the essence of this Contract, and no waiver by Seller or any breach by Buyer shall be construed to operate as a waiver of any subsequent performance by Buyer of their agreements hereunder, nor shall Seller be confined to the remedies herein provided.

Buyer shall comply with the following production schedule:

- i) On or before July 1, 2018: Buyer will have completed all prerequisites to operating (i.e. executed Contract, provide Certificates of Insurance to Seller and filed a Notification of Operations with the Oregon Forestry Department).
- ii) On or before May 15, 2019: Cutting and yarding crews shall be working on log production.
- iii) On or before September 30, 2019: 100 percent yarding completed and products delivered.

- iv) Complete the other requirements imposed on Buyer by the terms of this Contract, and which are not otherwise herein provided for, by December 31, 2019.

On December 31, 2019, all rights acquired by Buyer under this Contract, or to the remaining merchantable timber on the Seller's land described in paragraph 1 above, and to go upon the Sale Area to remove said merchantable timber or the logs produced therefrom, or to have any other personal property of the Buyer upon the land of Seller, shall cease and terminate unless extended by Seller in writing.

If Buyer shall be prevented at any time from continuing logging operations and the cutting and removal of said merchantable timber because of strikes, fires whose origin or spread is not contributed to by any act or omission of Buyer, governmental orders, floods, or inclement weather conditions, acts of God or the public enemy, or other causes beyond the reasonable control of Buyer, and if solely because of the suspension of their operations by reason of the above causes, Buyer is unable completely to fulfill their obligations by the date specified above, the date for the termination of log cutting and removal of said merchantable timber and logs produced therefrom shall be extended by a period not to exceed the period of such suspension in a period of the year when logging is practicable.

6. **Logging Practices**

Buyer shall conduct their logging operations on Seller's land in an efficient manner and in accordance with good standard logging practices as the same prevail in the West Coast fir industry, including, but without limiting the scope of the foregoing, the realization of the highest log utilization possible from the timber consistent with good logging practices, and the cutting and removal of the merchantable logs in a clean manner as the cutting and removal proceed.

All trees shall be utilized to as low a diameter in the tops as is practicable, and the log lengths shall be such as to secure the greatest practicable utilization of merchantable materials. Stumps shall be cut as to cause the least practicable waste, and cut no higher on the side adjacent to the highest ground than a distance equal to 12-inches above the root collar. When this requirement is impracticable in Seller's judgment, Seller may authorize and accept higher stumps.

Special care shall be taken by Buyer to protect the residual trees and young growth from logging or fire damage. Except in the "clearcut" area and within the boundaries of logging roads, Buyer shall give special attention to avoid felling or damaging any green tree unless the specific approval of Seller has first been obtained.

Failure to observe contract requirements in avoiding damage to the soil, residual trees and reproduction and in the utilization of merchantable timber shall make Buyer liable for damages to Seller. In the case of unutilized timber, Seller shall have the right to charge Buyer for any unutilized merchantable timber left on the ground. Such timber shall be marked and "woods scaled" by Seller and the volume by grades and species shall be reported to Buyer and payment therefor shall be made by Buyer within 30 days at the contract rates applicable.

Buyer shall fell as the logging operations progress, 20 unmerchantable trees and snags within the Sale Area as previously marked by the Seller's representative.

7. **Road Construction, Use and Maintenance**

In the use and maintenance of truck roads and tractor trails, and in other phases of the logging operation, all practicable precaution shall be taken by Buyer to minimize damage to the soil and to prevent the creation of conditions conducive to soil erosion. Care shall be taken to avoid interference with the natural flow of streams; measures that are reasonable and practicable shall be taken to prevent the gulying of roads and to repair such damage if it occurs. Bridges and ditches along roads used by Buyer shall be left, at Buyer's expense, at the end of logging on any part of any road, in a condition approved by Seller. At the completion of logging, roads used by Buyer will be left in a maintenance standard equal to or better than that existing at the sale date.

In case of damage from any cause, the repair or replacement of any part of the roads constructed in the Sale Area, including culverts and bridges, shall be the responsibility of Buyer and at Buyer's expense during the period this Contract is in effect. Buyer may use all of Seller's existing roads and may construct and use additional roads to the extent reasonably necessary for removal of the timber purchased by Buyer at locations and to specifications approved in writing by Seller's representative prior to construction. Seller reserves the right for it and others claiming under it to cross the Sale Area and to use any roads thereon at any time for any purpose so long as such crossing and use do not unreasonably interfere with Buyer's logging operations. Seller's existing roads must be kept free of obstructions and in passable condition at all times.

Buyer shall have the nonexclusive right to use any roads which Seller may own or over which Seller may have the power to grant Buyer a right to use, extending from the Sale Area to public roads for the removal of timber under this Contract.

The Buyer's right to use Seller's roads may be temporarily limited or stopped by Seller during periods when weather, road or use conditions are such, in Seller's judgment, as to make the use thereof by Buyer hazardous or detrimental to Seller's watershed.

Buyer specifically recognizes that third parties are or may be using roads on Seller's lands and, specifically, agrees to cooperate with Seller and such third parties in the use of and travel on such roads to the end that traffic congestion, overuse, and hazard are minimized.

Buyer agrees to bear or pay Buyer's prorata share of the cost of maintenance of roads used by Buyer for the removal of timber under the terms of this Contract. Seller reserves the right to determine whether the maintenance of such roads shall be performed by Buyer or by a third party or parties. If performed by a third party or parties, Buyer promptly, upon being notified of their prorata share of the cost of maintenance, shall pay such share as directed by Seller. Such prorata share shall be determined by the proportionate volume of forest products hauled over the road and the miles of road used by the respective users.

Prospective Buyers should be aware that roads on the Watershed are non-public roads that are, at times, only as wide as one lane. Dirt roads may not be used during wet weather periods. The City of St. Helens disclaims any liabilities for damages or injuries arising from or in any way associated with the use of said roads.

Buyer will be required to perform road maintenance as provided in the attached "Schedule A - Road Maintenance". Any road, which Buyer may elect to construct, must be to standard and on locations approved in writing by Seller's representative before construction.

Buyer will be responsible for all road use, road maintenance, road rock royalty or any other fees applicable to roads and hauling from either public or private agencies or landowners.

8. **Employment of Contractor**

Buyer may employ a contractor, subcontractor and agents to conduct said logging operations and activities incidental thereto, provided that, if at any time in the course of the operation the contractor, subcontractor and/or agent fails to meet the contract requirements of this Contract relating to any phase of the logging operation, Buyer shall, upon 10-day written notice from Seller, remove such contractor, subcontractor and/or agent and continue operations itself or with another contractor, subcontractor and/or agent satisfactory to Seller. If Buyer employs a contractor, subcontractor and/or agent, Buyer shall be fully responsible to Seller for all of the activities and actions of Buyer's contractors, subcontractors and agents. Pursuant to ORS 279B.235, no person shall be employed to perform work under this Contract for more than ten hours in any one day or forty hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. Buyer shall pay the employee at least time and a half pay for all time in excess of eight hours a day or for work performed on Saturday and on any legal holiday specified in ORS 279A.020. This section will not apply to Buyer's work under this Contract if Buyer is currently a party to a collective bargaining agreement in effect with any labor organization, as provided in ORS 279B.235. Buyer shall give notice in accordance with ORS 279B.235 of the number of hours per day and days per week that the employees may be required to work.

9. **Slash Disposal**

The terms "slash" or "logging debris" as used in this Contract mean all refuse resulting from logging operations or from construction of roads or other improvements.

Buyer will be required to perform harvest-related projects as provided in the attached "Schedule B – Harvest-Related Projects".

Slash and other logging debris shall be removed from roads and streams in all areas before the end of the Contract term.

Buyer shall dispose of slash in accordance with rules and regulations of the State of Oregon and at the time agreeable to the Seller. Buyer will be responsible for all slash hazard abatement costs.

Where necessary, in the judgment of Seller or of the appropriate state fire protection officer, for the control of slash fires or the protection of any areas on or adjacent to the land described in paragraph 1 hereof, fire lines acceptable to Seller or to said state office shall be constructed by Buyer.

If, because of weather conditions or because of instructions by the State Forester, Buyer is unable to dispose of the slash within the terms of this Contract, Buyer shall be entitled to a reasonable extension of time to dispose of such slash.

With respect to all areas where Buyer has the obligation to dispose of slash, Buyer shall obtain a release from the appropriate authorities and deliver such release or releases to Seller.

10. **Fire Protection**

Buyer shall conduct their logging operations upon Seller's lands in compliance with all laws and regulations of the State of Oregon and of the United States, and of any agency or enforcement officer of the County of Columbia, or of the State of Oregon, or of the United

States. This includes suitable fire planning and securing of adequate equipment to suppress promptly any fire that may occur on or dangerously near the land herein described.

During the time that this Contract remains in effect, Buyer shall independently make every reasonable effort to prevent and suppress forest fires on the land described in paragraph 1 hereof and in its vicinity, and shall require their employees, contractors, and employees of contractors to do likewise. Unless otherwise required hereby or prevented by circumstances over which Buyer has no control, Buyer shall place their equipment, employees, contractors, and employees of contractors at the disposal of any authorized forest officer for the purpose of fighting forest fires on or near Seller's lands.

Buyer shall be responsible for any claim, expense, liability or claim of liability resulting from any default by Buyer in performance of their obligations under paragraphs 10 and 11 hereof whether such claim, expense, liability or claim of liability arises before or after completion of Buyer's operations or expiration of the term of this Contract.

Buyer shall hold harmless Seller from all liability to governmental authority or to public or private parties arising out of Buyer's violation of law, or fire resulting from Buyer's operations hereunder, or fire spreading from Seller's lands described in paragraph 1 hereof prior to official state release of the "operating areas" status of Seller's lands; and Buyer agrees to protect and indemnify Seller against all loss of or damage to any properties, real and personal, of Seller or others in, or in the vicinity of Seller's lands arising under the conditions stated above in this sentence. Buyer's obligation to indemnify and hold the Seller harmless shall not extend to liability or loss arising on or out of areas on which slash disposal is not required under this agreement unless the liability or loss arises directly or indirectly out of Buyer's operations.

11. **Risk of Loss**

Risk of loss by fire or other casualty of all merchantable timber sold hereunder shall be born by Seller, so that, if any merchantable timber is so damaged by fire or other casualty, not due to Buyer's operations, as not to be merchantable, Buyer shall not be under any obligation to remove or pay for it; provided, however, that Seller shall not be under any obligation to Buyer by reason of the fact that such merchantable timber has been lost to Buyer.

Risk of loss by fire or other casualty of all said merchantable timber already felled or felled and bucked or windfalls that have been bucked at the time of such fire or other casualty shall be upon Buyer, so that even though such felled or felled and bucked timber or bucked windfalls may be so damaged as not to be merchantable or so damaged as to have been reduced in value, Buyer shall pay Seller therefor as though the same had not been damaged. Promptly after any such fire or other casualty, Seller shall determine the volume by species and grades of such damaged felled or felled and bucked timber and bucked windfalls as though not damaged, and notify Buyer thereof. Buyer shall pay therefor, at the contract rates applicable, on or before the 10th day of the month next following the receipt of such notice.

12. **Responsibility, Indemnity and Insurance**

Buyer and its subcontractors (collectively in this article 13 referred to as "Buyer") shall perform all its obligations and carry on all of its operations and activities hereunder as an independent contractor and entirely at its own risk and responsibility. Buyer agrees that it has no

rights to indemnity pursuant to ORS §30.285 and ORS §30.287. Buyer shall indemnify Seller and hold Seller harmless from and against any and all loss, expense, attorney fees both at trial and appeal, damage, claims, demands, fines, charges, liens, liabilities, actions, causes of action or proceedings of any kind whatsoever (whether or not arising on account of damage to or loss of property, or injury to or death of persons) arising directly or indirectly out of or in connection with the performance by Buyer, its contractors, subcontractors and agents, of any of their obligations hereunder or any operations or activities of Buyer, its contractors, subcontractors and agents hereunder, together with Seller's attorney fees, whether or not suit or action is filed, and if suit or action is filed, at trial and any appeal therefrom.

Without limiting the generality of the foregoing, Buyer shall at their cost and expense keep in force and effect at all times while this Contract is in effect with insurance companies and in form satisfactory to Seller as follows:

- a. Commercial General Liability, including Bodily Injury and Property Damage Insurance in form ISO CG 00 01 or equivalent, and Comprehensive Automobile Bodily Injury and Property Damage Liability Insurance, each on an occurrence basis and that liability insurance being primary and CITY OF ST. HELENS' insurance being secondary and noncontributory, fully insuring Buyer against liability imposed by law or assumed hereunder for injury to or death of any person or persons (including employees of Seller) or for loss of or damage to property or loss of use thereof (including property of Seller) with minimum limits as follows:

Property Damage for premises and operations, Personal Injury and Product Liability; property damage coverage shall include Broad Form Logger's Property Damage:

Each Person	*\$706,000
Each Occurrence	*\$1,412,000
Annual Aggregate	** \$2,824,600

Comprehensive Automobile Liability, Bodily Injury, and Property Damage:

Combined Single Limit	*\$1,412,000
Uninsured/Underinsured Motorist	*\$1,412,000

*Minimum limits as set forth above will adjust annually on July 1 and are no lower than the amount set forth herein, or the applicable amount stated as the tort liability limit for local public bodies as described in ORS 30.272. **Aggregate minimum shall likewise adjust to be twice the amount of the occurrence minimum. A base minimum coverage of at least \$1,000,000 together with excess coverage over the underlying base liability policy (ies) (an umbrella policy) may be used to meet the minimum limits.

- b. Worker's compensation insurance in accordance with the laws of the State of Oregon.

Buyer shall include CITY OF ST. HELENS as an additional insured on the foregoing policies of commercial general liability insurance and automobile liability insurance and with regard to both also furnish CITY OF ST. HELENS a copy of policy endorsements(s) showing CITY OF ST. HELENS as an additional insured and containing an agreement that the insurance

company will not cancel the policy without first giving CITY OF ST. HELENS 30-days advance written notice of such cancellation and provide a certificate from each insurance company which has issued any such policy to Buyer stating that such insurance policy is in effect.

Pursuant to ORS 279B.230, Buyer shall make payment due to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Buyer for all such sums which the Buyer has agreed to pay for such services and all moneys and sums which the Buyer has collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

13. **Title to Timber**

Title to the timber herein sold shall remain with Seller until payment in full therefor has been made.

14. **Discharge of Liens and Claims**

Buyer agrees to comply with obligations of a contractor under ORS 279B.220 and promptly to discharge and to protect Seller and Seller's lands and property and all timber and other forest products taken therefrom from any and all liens, claims, and liabilities whatsoever based upon, arising out of, or resulting from the logging operations mentioned herein, including (but not limited to) mechanics', laborers', and materialmen's liens, and any claims for loss, damage, or personal injuries of their employees or others, any claims for trespass upon any other property and any claims for violation of laws relating to worker's compensation, unemployment compensation, and the like. Buyer shall pay to the Department of Revenue all sums withheld from employees under ORS 316.167. If Buyer fails, neglects or refuses to make prompt payment of any claim for labor, material, or services furnished to the Buyer or a contractor by any person in connection with the sale as such claim becomes due, the proper officer(s) representing the Seller may pay the claim and charge the amount of the payment against funds due or to become due Buyer under this Contract. Payment of claims in this manner shall not relieve the Buyer or the Buyer's surety from obligation with respect to any unpaid claims.

Buyer agrees to promptly pay (a) all timber privilege taxes on the timber covered hereunder, including, but not limited to, the Forest Products Harvest Tax, (b) any property taxes imposed on the logs produced from the timber covered hereunder, and (c) provide proof to Seller that payment of the taxes set forth in (a) and (b) hereof has been made.

15. **Warranty and Representations**

Buyer represents that it has inspected the timber included in this Contract, is satisfied therewith, and enters into this Contract upon their own knowledge and information and not upon nor as a result of any inducement or representation of Seller, or any representative of Seller. Buyer shall not discriminate against disadvantaged minority, women or emerging small business enterprises, or a business enterprise that is owned or controlled by or that employs a disabled veteran, in the awarding of subcontracts, as required by ORS 279A.110.

Seller warrants that it is the owner of timber sold hereunder and has the right to sell it free and clear of all encumbrances that would substantially interfere with the rights of Buyer, and Seller will defend the title to and the right to remove the timber against the claims of all persons.

Notwithstanding the foregoing, the parties agree that, should the harvest of the timber sold hereunder be impeded or prevented due to Federal and/or State laws and rules and regulations pursuant thereto regarding environmental matters and/or threatened and endangered species, Seller has the exclusive right to either eliminate from this Contract such timber or substitute other timber of substantially equal quality and volume.

16. Default

Time is of the essence in this Contract, and it is agreed that any of the following shall constitute an event of default by Buyer:

- a. Failure by Buyer to make any payment hereunder when due and payable.
- b. Failure by Buyer to keep and perform any other agreement, covenant or condition hereunder, if such failure shall continue for a period of 10 days after written notice thereof from Seller to Buyer.
- c. The insolvency of Buyer either in the equity or the bankruptcy sense, or the making by Buyer of an assignment for the benefit of creditors, the appointment of a receiver of any of Buyer's property, or the institution of any proceedings of any kind whatsoever under any state or federal insolvency or bankruptcy law by or against Buyer unless terminated within 15 days, against any property of Buyer or against any interest of Buyer in timber cutting rights or any property or equipment used in connection with any logging or loading operations and/or logs harvested hereunder, or the assignment or attempted assignment of this Contract or any interest therein without the consent of Seller, either by act of Buyer or by operation of law, including any assignment to or by a trustee in bankruptcy or to or by any receiver of Buyer.

In any one or more of said events of default, Seller shall have, in addition to and not in substitution for any other remedy available to it at law or in equity or under the provisions hereof, the right to suspend Buyer's operation forthwith until such default is cured, or the right to terminate this Contract by notice in writing by Buyer and thereupon to take immediate possession of all lands on which logging operations are being performed hereunder, and all logs and down timber thereon, and to remove Buyer, their contractors, agents, servants, employees, and representatives, and their equipment (placing the same in storage if desired, for the account of Buyer) from Seller's lands.

17. Other Provisions

Cable yarding (preferably with a “sky-car” type carriage) is required on any slope greater than 40 percent. Where soil conditions and slope of the terrain permit, shovel logging will be permitted.

Logging of the Sale Area must be in accordance with plans prepared by the Buyer and subject to the written approval of the Seller or Seller's representative, and must be delivered to the Seller or Seller's representative not less than seven days prior to commencement of operation on the area covered by the plan. Seller's representative will inspect the plan and may require such modification as is reasonable and is required to protect the interests of Seller. Operations will not commence until written approval is received from Seller or Seller's representative. Every

employee of the logging contractor who works "on the ground" will read the logging plan. A copy of this logging plan will be kept with the loader operator.

The plan will include the type of logging equipment, landing areas, approximate boundaries of areas to be yarded to each landing, location of primary skid roads leading to those landings, and an approximate schedule of logging operations. Operations in sensitive areas, such as the removal of trees adjacent to live streams must be given specific attention in the logging plan.

Buyer is required to obtain a "Notification of Operations Permit" from the Oregon Department of Forestry. Buyer is responsible for any written plans or other actions required by the Oregon Department of Forestry. A copy of the notification and written plans will be given to the Seller's representative. One end of all log loads shall be painted with orange paint.

The normal operating seasons are May 1st to September 30, 2018, and May 1st to September 30, 2019, except as otherwise specified. Operations at other times will be subject to permission from Seller. Use of tractors in yarding will be restricted to those areas in which their use will not be conducive to soil erosion. If the Buyer elects to haul logs from the Seller's lands during weather when traffic on roads in the municipal watershed area will create a mud surface condition on the road, sufficient road improvement, at Buyer's expense, must be done to assure that such mud will not flow or be washed into any stream which will lead it to the Milton Creek.

Buyer will avoid using tractor-logging machinery within wet areas and drainages. No trees shall be felled or yarded across intermittent or permanent water drainages. Clean out of all woody and vegetative debris put into creeks may be required.

Specific attention is called to the sixth paragraph of part 7 of this Contract that states:

"Buyer specifically recognizes that third parties are or may be using roads on Seller's lands and specifically agrees to cooperate with Seller and such third parties in the use of and travel on such roads to the end that traffic congestion, overuse and hazard are minimized."

All vegetation within the clearcut Sale Area taller than ten feet in height will be cut at the conclusion of harvest operations. Red alder saplings growing along roadside boundaries within the Sale Area will be cut and deposited away from road cut or road fill banks.

Prior to hauling, one end of all log loads loaded on the truck shall be painted with orange paint. Buyer will remove all pulpwood (logs 3" in scaling diameter and larger up to merchantable size) and pulpwood chunks greater than 3-feet in length generated at landing sites.

Project Costs found in Schedules "A" and "B" are estimates by category. The Total Cost is a fixed amount that the Buyer shall expend pursuant to this Contract. Buyer shall immediately after completion of the project work required by Schedules "A" and "B", provide Seller with such proof thereof as is reasonably satisfactory to Seller. Seller has the right to reallocate, add or delete project work to insure the Total Cost is achieved but not exceeded.

Buyer will be responsible for the return of all keys issued to the Buyer or their contractors. In the event that any issued key cannot be accounted for, the City of St Helens will retain \$500 of the initial deposit as damages toward the purchase of a lock and key series.

18. **Exportability**

The City of St. Helens is a municipal corporation of the State of Oregon and as such is a political sub-division of the State of Oregon. The Forest Resources Conservation and Shortage Relief Act of 1990 prohibits the export of unprocessed timber from public lands in Oregon and other western states. This is a sale of public timber, which may not be exported. Buyer covenants and agrees that it will not "export" the timber purchased pursuant to this Contract or "substitute" other timber therefore as the terms are defined in Federal and State laws and the rules and regulations adopted pursuant thereto and further that Buyer will comply with Federal and State laws and rules and regulations adopted pursuant thereto and Seller's Rules regarding the export of timber, all of which prohibit export of the timber hereby purchased.

19. **Compliance With All Government Laws and Regulations**

Buyer shall comply with all federal, state and local laws, codes, regulations and ordinances, including but not limited to all applicable provisions of the Oregon Forest Practices Act and the Oregon Public Contracting Laws. Failure to comply with such laws, codes, regulations and ordinances shall constitute a breach of this Contract. Damages or costs resulting from such noncompliance shall be the responsibility of Buyer.

20. **Attorney Fees**

In case suit or action is instituted to enforce any of the provisions of this Contract, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal.

21. **Notices**

Any notice required or permitted under this Contract shall be given in writing by registered or certified mail addressed as follows:

To Seller: City of St. Helens
 Attn: City Administrator
 Post Office Box 278
 St. Helens, Oregon 97051

To Buyer: _____

or such other address as either may specify by notice in writing to the other party. Any such notice shall be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the parties' addresses as set forth above.

22. **Entire Agreement and Amendment**

This Contract represents the entire agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous oral and written agreements with respect to such subject matter. No amendment, modification or variation of the terms and conditions of this Contract shall be valid unless it is in writing and signed by all parties hereto.

23. **Governing Law**

The parties acknowledge that this Contract has been negotiated and entered into in the State of Oregon. The parties expressly agree that this Contract shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Oregon. Venue for any action brought pursuant to the contract shall lie in the Columbia County Circuit Court for the State of Oregon.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

CITY OF ST. HELENS
Acting by and through its
City Council

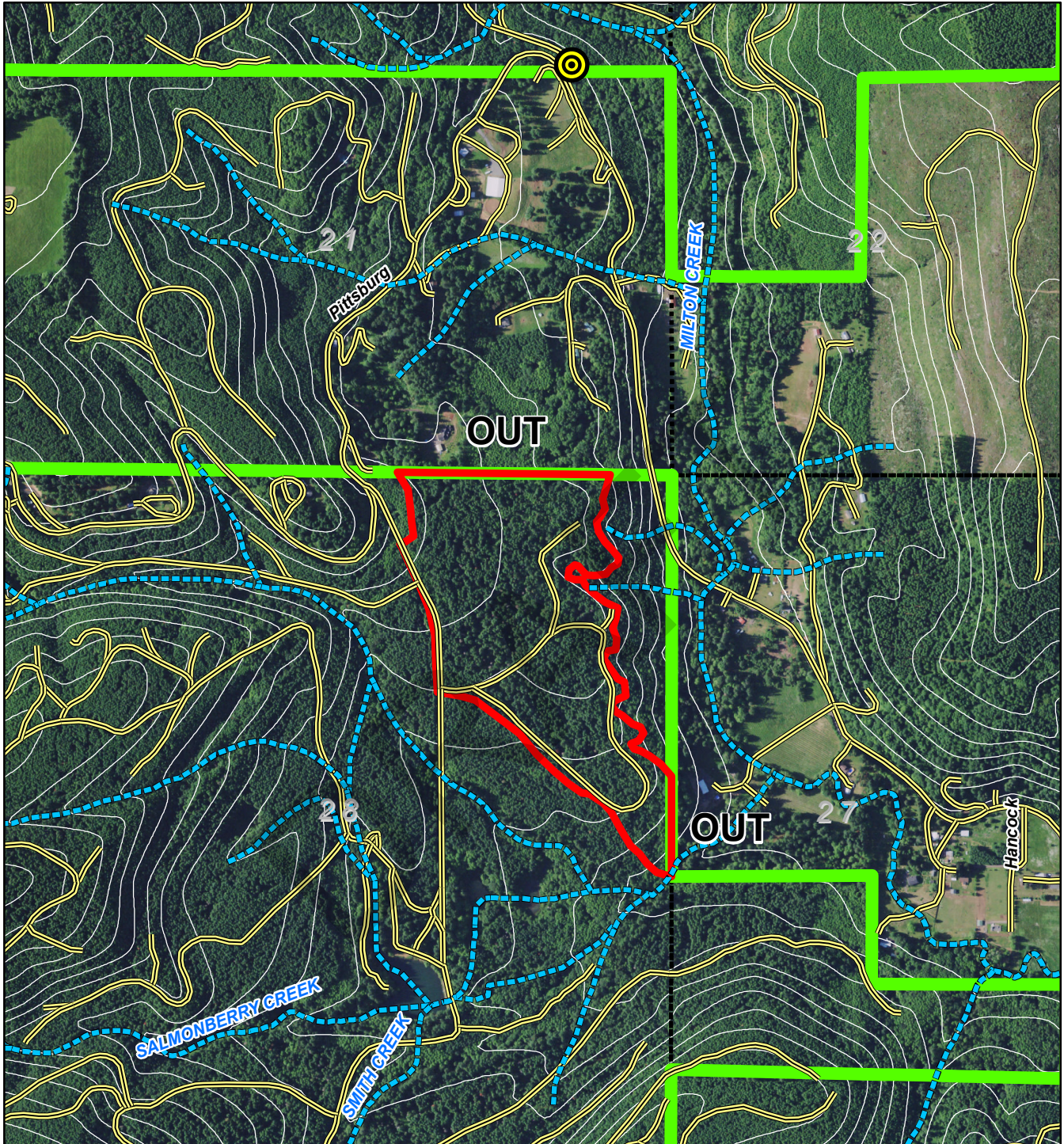
Mayor & Ex officio Member
of the City Council

City Administrator

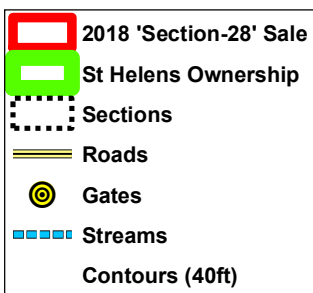
Buyer

Exhibit A

2018 City of St Helens Timber Sale - 'Section-28' (52-acres)



Township 5 North - Range 2 West



1 inch = 1,000 feet

MB&G

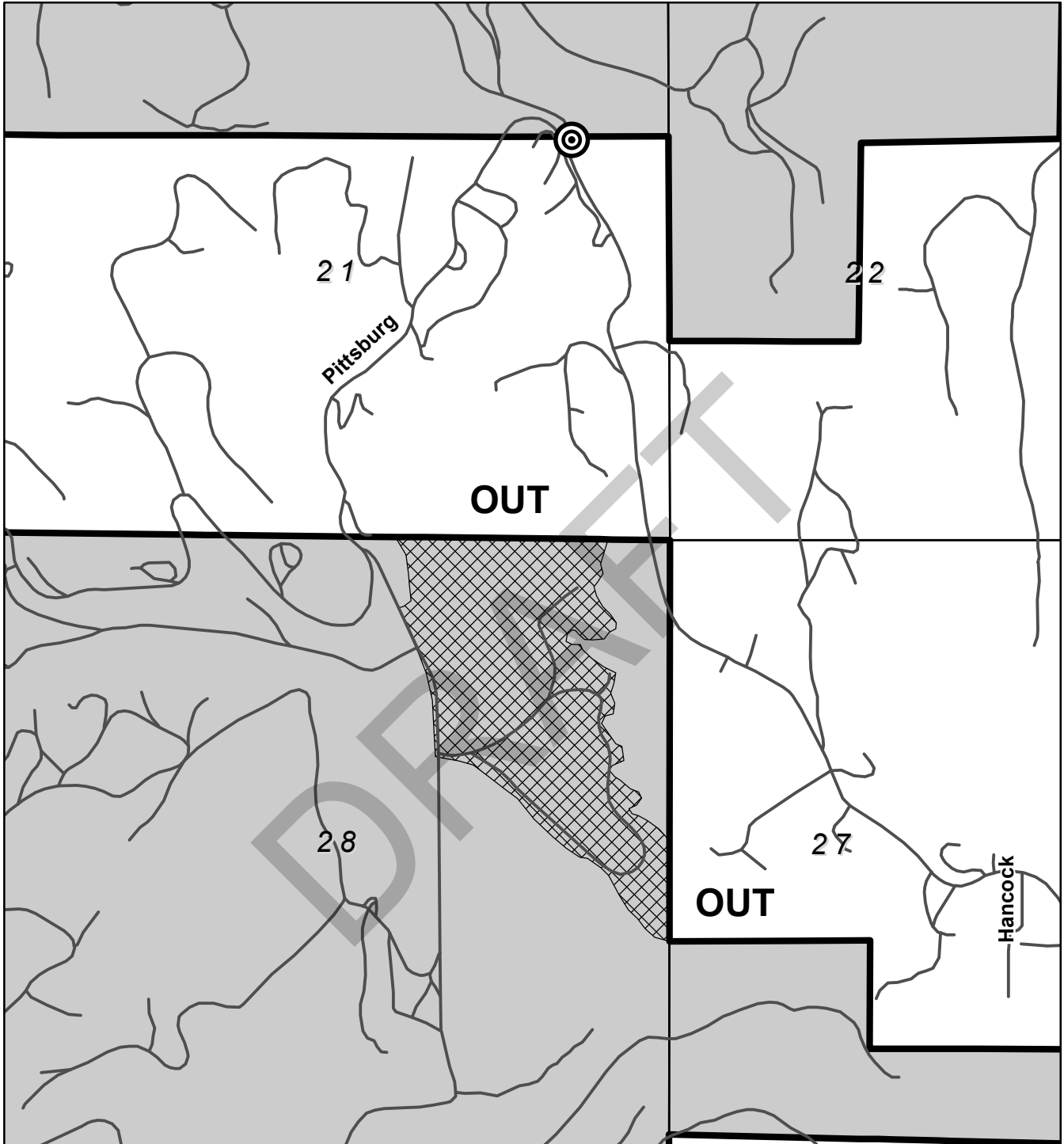


This product is for informational purposes only and may not be suitable for legal, engineering, or surveying purposes. Information is provided with the understanding that conclusions drawn are the responsibility of the user.

Projection: NAD83, State Plane Oregon North
Aerial Photo: 2016 NAIP

Exhibit A1

2018 City of St Helens Timber Sale - 'Section-28' (52-acres)



Township 5 North - Range 2 West



1 inch = 1,000 feet

MB&G

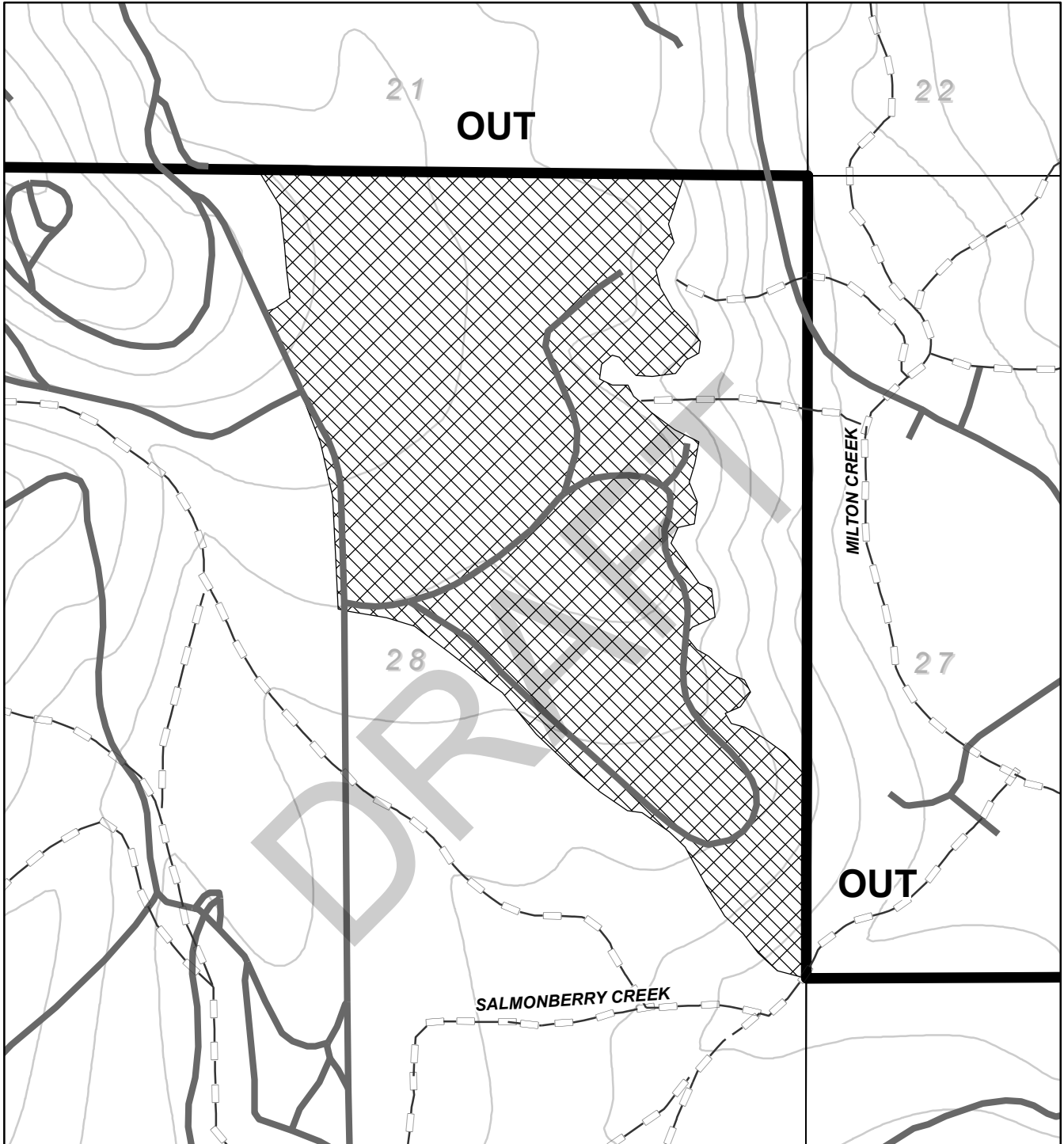


This product is for informational purposes only and may not be suitable for legal, engineering, or surveying purposes. Information is provided with the understanding that conclusions drawn are the responsibility of the user.

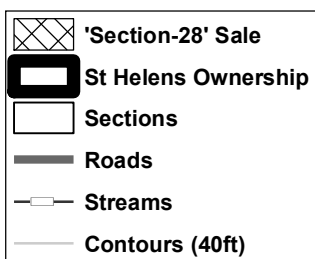
Projection: NAD83, State Plane Oregon North

Exhibit A2

2018 City of St Helens Timber Sale - 'Section-28' (52-acres)



Township 5 North - Range 2 West



1 inch = 500 feet

MB&G



This product is for informational purposes only and may not be suitable for legal, engineering, or surveying purposes. Information is provided with the understanding that conclusions drawn are the responsibility of the user.

Projection: NAD83, State Plane Oregon North

SCHEDULE A
ROAD MAINTENANCE

‘SECTION-28’ TIMBER SALE

(See Sale Map -- Exhibit "A" and "A1" and "A2")

ROAD MAINTENANCE PROJECT

Buyer will be responsible for grading, ditch pulling, and/or out-sloping designated roads.

Buyer will be responsible for general road improvements such as bank-sloping, road widening, and rebuilding road corners.

Estimated cost: \$10,000

**Estimated Road Maintenance Project Costs
are summarized as follows:**

Road Maintenance Project	<u>\$10,000</u>
Total Cost:	\$ 10,000

Project Costs found in Schedules "A" and "B" are estimates by category. The Total Cost is a fixed amount that the Buyer shall expend pursuant to this Contract. Buyer shall immediately after completion of the project work required by Schedules "A" and "B", provide Seller with such proof thereof as is reasonably satisfactory to Seller. Seller has the right to reallocate, add or delete project work to insure the Total Cost is achieved but not exceeded.

SCHEDULE B
HARVEST – RELATED PROJECTS

‘SECTION-28’ TIMBER SALE

(See Sale Map -- Exhibit "A", and "A1", and "A2")

UNIT SLASHING PROJECT

At the completion of harvest operations, Buyer will slash all vegetation taller than six feet within the “clear-cut” units. Target slashing species include vine-maple, red alder and small conifer whips. If fire hazard were low, the preferable time for this project to begin would be immediately after the conclusion of harvest operations. If fire hazard is medium to high, then the Seller’s representative may postpone this project until there is less fire hazard.

Estimated cost \$2,500

SHOVEL SLASH-PILING PROJECT

Throughout the units, Buyer will pile slash into burnable piles. Piles must be constructed in haystack form. An effort must be made to pile slash on steeper slopes.

Logs, chunks, and large-sized pieces suitable for firewood will be decked separately from burnable slash piles. If enough quantities of wood chunks and pulpwood material exist, Buyer is required to load material on chunk trucks and deliver them to designated pulpwood markets.

Estimated cost \$4,500

SLASH PILE BURNING PROJECT

At a time so determined by the Seller’s Representative, Buyer will assist in burning slash piles piled in and near the sale areas. Buyer will supply sufficient crews necessary to assist in slash pile lighting. Buyer will be responsible for procurement of slash pile lighting fuels, fuel ignition aids and materials.

Estimated cost \$2,500

PRE-COMMERCIAL THINNING PROJECT

In plantations so designated by the Seller’s representative, Buyer will thin conifer saplings to a 13-foot-by-13-foot spacing. Conifer trees thinned will be those trees that are intermediate, suppressed, or root-rot infested saplings. Residual trees will be vigorous dominant conifers, which are future crop trees.

If red alder trees are over-topping conifers, they must be “slashed”. If only red alder occurs in a micro site area, thin the red alder to a 12-foot-by-12-foot spacing.

Any trees severed near mainline roads must be removed from the road and ditch surface.

Estimated cost \$15,000

Estimated Harvest Related Project Costs **are summarized as follows:**

Unit Slashing Project	\$2,500
Shovel Slash Piling Project	\$4,500
Slash Pile Burning Project	\$2,500
Pre-Commercial Thinning Project	<u>\$15,000</u>
Total Cost:	\$24,500

Project Costs found in Schedules “A” and “B” are estimates by category. The Total Cost is a fixed amount that the Buyer shall expend pursuant to this Contract. Buyer shall immediately after completion of the project work required by Schedules “A” and “B”, provide Seller with such proof thereof as is reasonably satisfactory to Seller. Seller has the right to reallocate, add or delete project work to insure the Total Cost is achieved but not exceeded.



Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

Subject: **Administration & Community Development Dept. Report**

Date: April 4, 2018

Planning Division Report attached

Business License Report attached.

CITY OF ST. HELENS PLANNING DEPARTMENT ACTIVITY REPORT



To: City Council
From: Jacob A. Graichen, AICP, City Planner

Date: 3.27.2018

This report does not indicate all *current planning* activities over the past report period. These are tasks, processing and administration of the Development Code which are a weekly if not daily responsibility. The Planning Commission agenda, available on the City's website, is a good indicator of *current planning* activities. The number of building permits issued is another good indicator as many require Development Code review prior to Building Official review.

PLANNING ADMINISTRATION

Attended a County pre-application meeting for potential redevelopment of the veterinarian facility at the Firlock Park Boulevard/US30 intersection.

Attended a County pre-application meeting for potential further development of the CCMH facility at and around the McNulty Way/Gable Road intersection. Had to turn up the heat on CCMH for this one. **See attached email and history (w/o attachments as identified).**

Had a preliminary Q&A meeting for potential wetland mitigation and land preparation for vacant land on the north side of Gable Road between Wal Mart and McNulty Way.

Listed to a virtual information session meeting regarding FEMA's implementation strategies regarding the inclusion of ESA aspects to floodplain development. The first deadline for interim measures was going to be April 14, 2018, but it sounds like FEMA asked for an extension. Right now the start time is unknown. Legal review continues at the federal level. We will hopefully have sufficient time (12 months?) to adopt new regulations. Ultimately, it's about not net loss of critical habitat for ESA listed species (salmonids).

Attended the 1st Brownfield Advisory Committee; related to a USEPA Community-Wide Brownfield Assessment Grant.

Responded to a Columbia County referral notice for a project outside City limits but inside the City's UGM for a lot line adjustment intended to facilitate a new use of property on the corner of Pittsburg Road and US30 (County File: PLA 18-15). **See attached.**

DEVELOPMENT CODE ENFORCEMENT

We had some concerns about property on the corner of Old Portland Road and Construction/Kelly Way. Code Enforcement kept in the loop.

PLANNING COMMISSION (& acting HISTORIC LANDMARKS COMMISSION)

March 13, 2018 meeting (outcome): The Commission approved a Planned Development overlay zone designation for property at and around 34759 Sykes Road. The Council gets this in April. The Commission also discussed timing of their upcoming public meeting for the Riverfront Connector plan.

April 10, 2018 meeting (upcoming): The Commission will have a couple of public hearings regarding a Planned Development Subdivision at and around 34759 Sykes Road.

We plan on having the first meeting with the Commission to discuss the Riverfront Connector plan; the Commission meeting will start an hour earlier than normal for this.

Time permitting, we hope to discuss changes to our Auxiliary Dwelling Unit standards (future Development Code amendments).

ASSOCIATE PLANNER—*In addition to routine tasks, the Associate Planner has been working on:*
See attached.

Jacob Graichen

From: Jacob Graichen
Sent: Wednesday, February 28, 2018 12:54 PM
To: 'RolandM@ccmh1.com'; 'alpetersen@akaandesign.com'; 'Davidson, Ginger'
Cc: 'StaceyW@ccmh1.com'; Ginny Carlson
Subject: CCMH County pre-app tomorrow - Some City Comments
Attachments: CCMH McNulty Way Access Issue History (02282018).pdf

I don't think the city should allow CCMH further development until the McNulty Way improvements (lack thereof) issue is resolved. This means constructing it or retuning it back to its original condition.

This issue started with a lack of truth to city staff on behalf of a contractor representing CCMH and has yet to be resolved. CCMH has improved their site with other improvements, but unfortunately, has been irresponsible in this regard.

I sincerely apologize for the tone of this message, but I hope you can understand my concern given the history of this issue per the attached.

Jacob Graichen, AICP, City Planner

City of St. Helens

jacobg@ci.st-helens.or.us

(503) 397-6272

History of CCMH Unauthorized Work within McNulty Way right-of-way and near McNulty Creek

Feb. 28, 2018

2012

Staff does not have photographs of the site as observed from McNulty Way prior to the unauthorized (and thus unlawful) work that occurred within the public right-of-way and in close proximity to McNulty Creek starting in or around November 5, 2015. However, here is a 2012 Google Earth image for the “before” status.



September 2015 (approx.)

Mark Comfort visits City Hall, representing CCMH, asking about just laying down some river rock given the tendency for smokers to use the area by the McNulty Way driveway and McNulty Creek. The discussion left the impression that this was a very small project and staff didn't object or express need for permitting.

November 5, 2015

Receive email from Lower Columbia Engineering (58640 McNulty Way) inquiring about activity at CCMH. See attached email from LCE dated November 5, 2015.

November 6, 2015.

City Planner visits site to see what's going on. Spoke to both Mark Comfort and Roland Migchielsen about riparian regulations and other regulations and the need for permits.

Per these photos, much more work was being done than expressed to city staff earlier in the year.



February 2, 2016

Mark Comfort continues to do work, despite the conversation with both him and Roland Migchielsen in 2015.





March 2016

Al Petersen, Architect representing CCMH, visits City Hall to get information about permitting for this issue.

May 18, 2016

Minor Site Design Review (SDRm) and Sensitive Lands (SL) Permit issued by the City. Note that it states the requirement for right-of-way use and that if no agreement can be made, the site conditions to be restored to original condition. See attached SDRm.5.16 and SL.3.16 decision.

June 7, 2016

Email sent to Mark Comfort regarding improvements; notes requirements prior to commencement of work. See attached email dated June 7, 2016.

June 15, 2016

Council authorizes Mayor's signature for right-of-way agreement; signature would be on final version; final plans needed. This was based on final plans yet to be done, to help CCMH move along on the project sooner than later. See attached memo to the City Council dated June 8, 2016.

Emailed Mark Comfort, Roland Migchielsen same day. See attached email dated Weds, June 15, 2016).

June to November 2016

Some effort between the City, other agencies such as CC Rider, and Al Petersen, for final plans. Not worked out 100%. No further action of any significance from CCMH beyond this point in regards to this matter.

December 2016-current.

No further action of any significance from CCMH in regards to this issue. However, CCMH does have a pre-application meeting with the County in December 2016 to start further improvements to the portion of the Gable Road/McNulty Way facility that is outside City limits (property purchased by CCMH in August, 2016). Given the close proximity timewise to the issues discussed per City files SDRm.5.16 and SL.3.16, the City anticipates all improvements (in and outside City limits) to be done somewhat concurrently. This is also the impression staff had given communication between Mark Comfort and Roland Migchielsen.

February 2017

Staff observed parking on gravel areas, which is contrary to City law and any prior approvals. Gravel for parking in close proximity to riparian areas is especially in conflict with City law. Spoke to Mark Conform and CCMH about issue. To their credit, they did rope the area off to prevent this.

Staff also observed dying riparian plantings, demonstrating non-compliance with condition 3 of SDRm.5.16 and SL.3.16.



April 13, 2017

County issues decision for Design Review DR 17-03; these are the improvements discussed in the December 2016 County pre-application meeting. Note that CCMH works on the improvements addressed in the county decision (DR 17-03) and complies with the City comments of that effort. However, the authorized work noted herein by the McNulty Way driveway is not addressed.

March 16, 2018

REFERRAL AND ACKNOWLEDGMENT

COUNTY FILE:
PLA 18-15

To: City of St Helens

NOTICE IS HEREBY GIVEN that William Hill has submitted an application for a Property Line Adjustment located in the township/ranges associated with Tax Map Numbers 5133-00-00401 and 5133-CD-01600 and a 3.55 acre parcel. Both properties are zoned Light Industrial (M2).

THIS APPLICATION IS FOR: (X) Administrative Review; () Planning Commission, Hearing Date:

PLEASE RETURN BY: 03/26/2018


Planner: Deborah Jacob

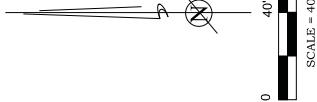
The enclosed application is being referred to you for your information and comment. Your recommendation and suggestions will be used by the County Planning Department and/or the Columbia County Planning Commission in arriving at a decision. Your prompt reply will help us to process this application and will ensure the inclusion of your recommendations in the staff report. Please comment below.

1. _____ We have reviewed the enclosed application and have no objection to its approval as submitted.
2. ☒ Please see attached letter or notes below for our comments.
3. _____ We are considering the proposal further, and will have comments to you by _____.
4. _____ Our board must meet to consider this; we will return their comments to you by _____.
5. _____ Please contact our office so we may discuss this.
6. _____ We recommend denial of the application, for the reasons below:

COMMENTS: The PLA exhibit dated REVISED 3-9-2018 is acceptable to the City. That exhibit is attached to help avoid confusion. Access easement and right-of-way dedication shall be recorded with or prior to the PLA.

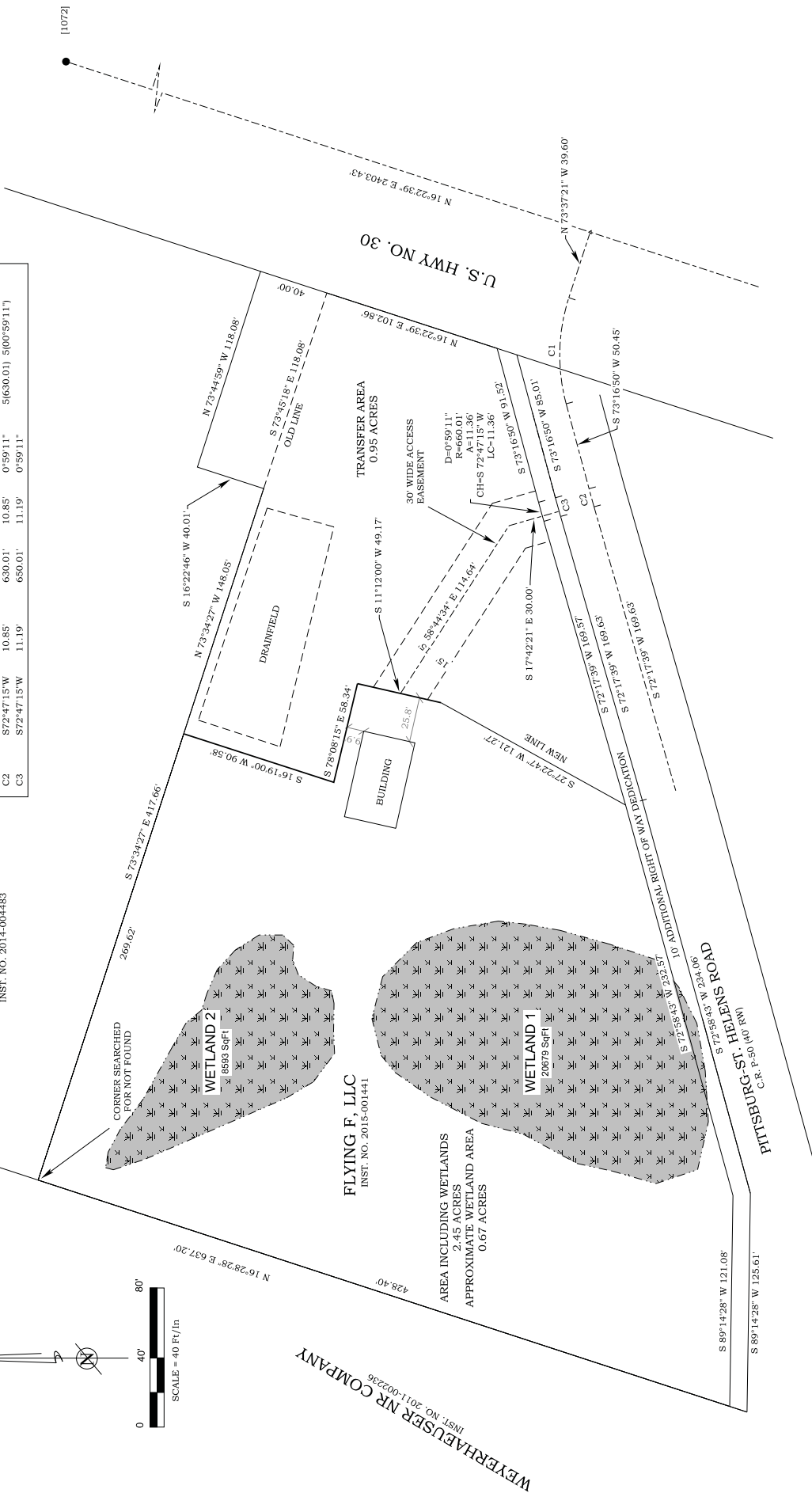
Before the PLA is recorded the US30 frontage improvements need to be completed as required by County file DR 12-01 condition 9.a. The County should also consider not approving the PLA until this is done since this has been an condition in writing since October 2011.

Signed:  Printed Name: JACOB A. GRAICHEN
Title: CITY PLANNER Date: MAR. 21, 2018



ICDC II, LLC
INST. NO. 2014-004483

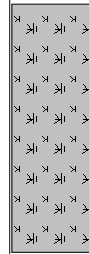
Curve Table					
CURVE	BEARING	HORIZ DIST	RADIUS	ARC	DELTA
C1	S89°49'45"W	60.95'	107.00'	61.81'	33°05'49"
C2	S72°47'15"W	10.85'	630.01'	10.85'	0°59'11"
C3	S72°47'15"W	11.19'	650.01'	11.19'	0°59'11"



REFERENCES:

- 1 = CS NO. L-32
- 2 = CS NO. L-1296
- 3 = CS NO. L-1297
- 4 = CS NO. 4167
- 5 = CS NO. 4515
- 6 = CS NO. 5882
- 7 = CS NO. 6184

LEGEND



APPROXIMATE WETLANDS DIGITIZED
FROM CITY OF ST. HELENS LOCAL
WETLAND INVENTORY

REGISTERED
PROFESSIONAL
LAND SURVEYOR

PRELIMINARY

OREGON
JANUARY 19, 1993
DONALD D WALLACE, JR.
1223 ALDER STREET
VERNONIA, OREGON 97064
RENEWAL DATE 6/30/16



K.L.S. SURVEYING INC.
VERNONIA, OREGON 97064
(503) 459-9115

PROPOSED PROPERTY LINE ADJUSTMENT FOR
BILL HILL
IN THE SW 1/4 OF SECTION 33,
T5N, R1W, W M
CITY OF ST. HELENS
COLUMBIA, COUNTY OREGON
JANUARY 18, 2018

Jacob Graichen

From: Jennifer Dimsho
Sent: Monday, March 26, 2018 2:46 PM
To: Jacob Graichen
Subject: March Planning Department Report

Here are my additions to the March Planning Department Report.

GRANTS

1. OPRD – Recreational Trails Program – Grant program contract is forthcoming. Summarized research on restroom facility options (including auto locking door technology), signs, bollards, and other project aspects. Kicked off project with team to discuss restrooms, bank work, parking lot work, etc. Reviewed process for building restroom facility in the 100-year flood plain.
2. OPRD – Veterans Memorial Grant – Met at McCormick Park with project team to finalize design and discuss cost estimates on March 5. Confirmed City's ability to make in-kind contributions. Site will be marked out in April for review on the ground with Public Works.
3. TGM – Riverfront Connector Plan – Prepared for and attended 2nd COOLPPL Meeting on March 13. Scope of work amendment to accommodate an online survey. Planned for PC Work Session at 6 p.m. on April 10. Drafted & reviewed press release for online survey. Reviewed online survey for solicitation by March 29.
4. EPA CWA Grant – Planned for & attended 1st Brownfields Advisory Committee (BAC) Meeting on March 20. Coordinated first project for use of grant funds.
5. Ford Family Foundation – Completed and submitted Children, Youth & Families Grant for 25k to support Parks & Recreation Coordinator Position. Application included 5 page narrative, two letters of support, budget, and various attachments. Should hear back within 2 months if successful.
6. Research Community Development Block Grant (CDBG) Program for project deadlines and submission requirements for a partnership with the Columbia Pacific Food Bank. Planned & prepared for meeting on April 3 with state and food bank.
8. Discussed potential bike rack grant opportunities with Bicycle & Pedestrian Commission vice chair.
9. Reviewed Business Oregon's Regional Infrastructure Fund Application for potential projects. Discussed with the state about potential project competitiveness.

MISC

9. Statewide Comprehensive Outdoor Recreation Plan (SCORP) – Filled out a provided needs questionnaire which will be used in statewide planning priorities for off-street trails and future grant funding opportunities (Due March 23)
10. Began researching for and preparing an amendments to our Auxiliary Dwelling Unit (ADU) chapter to comply with SB 1051. Prepared a discussion memo for review.
11. Prepared an outline for a Riverfront Boardwalk/Greenway Design Request for Qualifications for review among staff.
12. Helped model bicycle photos with Communications Officer for tourism-related brochure

Jenny Dimsho

Associate Planner
City of St. Helens
(503) 366-8207
jdimsho@ci.st-helens.or.us

BUSINESS LICENSE REPORT

City Department Approval: March 19, 2018

The following occupational business licenses are being presented for City approval:

Signature: *[Signature]*
Date: 3/16/18

RESIDENT BUSINESS – RENEWAL 2018

<input type="checkbox"/>	ARMSTRONG WORLD INDUSTRIES INC	MANUFACTURING CEILING TILES
<input type="checkbox"/>	BELLA MAISON	GIFT/RETAIL
<input type="checkbox"/>	LIVELY REPAIR LLC	AUTO REPAIR
<input type="checkbox"/>	OUTLAW AUTOMOTIVE LCC	AUTO REPAIR
<input type="checkbox"/>	*SIGNS 4 U	SIGN POST MANUFACTURING
<input type="checkbox"/>	ST HELENS SECURE STORAGE	MINI STORAGE

RESIDENT BUSINESS – NEW 2018

<input type="checkbox"/>	ABSOLUTE ZEN MASSAGE THERAPY	MASSAGE THERAPY
<input type="checkbox"/>	CC HARDWARE LLC DBA ACE HARDWARE	RETAIL HARDWARE STORE
<input type="checkbox"/>	ECLIPSE FARM	RESALE
<input type="checkbox"/>	KEZEFF'S CURIOUS GOODS	SALES OF SCULP, ART, & GOODS
<input type="checkbox"/>	*PETERSON PLUMING & MECHANICAL CO.	PLUMBING CONTRACTOR
<input type="checkbox"/>	SNOSRAP BABY	NEW & SECOND HAND MERCH

NON-RESIDENT BUSINESS - 2018

<input type="checkbox"/>	CAMAS PLUMBING	PLUMBING
<input type="checkbox"/>	CONSTRUCTIVE INC DBA BEAUDIN CONSTRUCTION	COMMERCIAL CONSTRUCTION
<input type="checkbox"/>	HORTON ELECTRIC COMPANY	ELECTRICAL
<input type="checkbox"/>	INDUSTRIAL CONTRACTOR SERVICES	GENERAL CONTRACTOR
<input type="checkbox"/>	MARK ADAMS ELECTRIC INC	ELECTRICAL CONTRACTOR
<input type="checkbox"/>	THE PLUMBERS INC	PLUMBING
<input type="checkbox"/>	RAM JACK WEST	FOUNDATION REPAIR– CONSTR.
<input type="checkbox"/>	ROBBEN & SONS HEATING INC	HVAC CONTRACTOR
<input type="checkbox"/>	TRIPLETT WELLMAN INC	COMMERCIAL CONSTRUCTION

RENTALS - 2018

☐

*Denotes In-Home Business

MISCELLANEOUS - 2018

<input type="checkbox"/>	LIQUIVISION TECHNOLOGY INC.	COMMERCIAL DIVING SERVICES
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**Denotes In-Home Business*