



# COUNCIL WORK SESSION

Wednesday, May 18, 2022 at 1:00 PM

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## COUNCIL MEMBERS:

Mayor Rick Scholl  
Council President Doug Morten  
Councilor Patrick Birkle  
Councilor Stephen R. Topaz  
Councilor Jessica Chilton

## LOCATION & CONTACT:

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

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## AGENDA

### CALL WORK SESSION TO ORDER

**VISITOR COMMENTS** - *Limited to five (5) minutes per speaker*

**DISCUSSION TOPICS** - *The Council will take a break around 3:00 p.m.*

1. Library Board Annual Report - *Dan Davis, Chair* **POSTPONED TO JUNE 1, 2022**
2. Review Proposed Updates to Engineering Fees - *Mouhamad and Sharon*
3. Review Proposed Bench Donation in McCormick Park Dog Park
4. Review Request for Proposals for Audit Services - *Matt*
5. Discussion regarding Reappointing Chris Iverson to be City Representative on Columbia Learning Center Board of Directors
6. Review "Salmon" Timber Sale Bid Documents - *John*
7. Update on Status of Dock Kiosk - *John*
8. Review Proposed Changes to Universal Fee Schedule - *John*
9. Report from City Administrator John Walsh

### ADJOURN

### EXECUTIVE SESSION

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

- *Real Property Transactions, under ORS 192.660(2)(e); and*
- *Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h).*

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

**FOR YOUR INFORMATION**

Upcoming Dates to Remember:

- May 18, 1:00PM, Council Work Session, Council Chambers/Zoom
- May 18, 5:30PM, Council Public Hearing, Council Chambers/Zoom
- May 18, 6:00PM, Council Special Session, Council Chambers/Zoom
- May 18, 7:00PM, Council Regular Session, Council Chambers/Zoom
- May 30, MEMORIAL DAY, City Offices Closed

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

- PH: May 18, 5:30PM, Purchase of Used Equipment - 30 Passenger Boat for Tourism Purposes

**VIRTUAL MEETING DETAILS**

Join: <https://us02web.zoom.us/j/89849187906?pwd=LzcrVmErU2RmZXpaZ3pXM2d5L1JWUT09>

Meeting ID: 898 4918 7906

Passcode: 192145

Dial: 253-215-8782

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

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



# St. Helens Public Library

City Council May 18, 2022

Dan Davis, Board Chair

Brenda Herren-Kenaga, Interim Director

# Challenges

- Mask mandate continued through June 30, 2021
- Director resigned effective January 31, 2022
- Youth Librarian resigned effective March 8, 2022
- City Budget Committee cuts Youth Librarian position
- Two Board positions expire June 30, 2022

# Top-Shelf Highlights

- Open Library Director role filled
- Makerspace recognition by Congresswoman Suzanne Bonamici
- Library usage is on an upward trajectory
- Board and staff completed strategic planning exercises
- Library of Things adds new things
- COVID-stalled programs and activities are restarting
- Strong volunteer bench

# Programs Highlights

- Arts Guild, restarted August 2021
- Ukulele Orchestra, restarted August 2021
- Genealogy Conference, September 2021 (biennial, hybrid)
- Genial Genealogists, October 2021 (hybrid)
- Makerspace Grand Opening, October 2021
- Seniors Computer Help, October 2021
- Friends Book Sales, October 2021 and May 6-7, 2022
- Chess Club, February 2022

# Other Programs and Activities

- Youth Library Program
- Take-and-Make
- Summer Reading Challenge, June-August
- Winter Reading Program, December-January
- Bookmark Design Contest
- Toddler/Preschool Storytime
- Columbia County Museum Association (CCMA): *Hidden Figures of our own: a conversation with Kathleen Ward* (hybrid)

# Outreach and Collaboration

- Columbia County Reads
- Nature Buddies (McCormick Park)
- United Way of Columbia County - *Dolly Parton Imagination Library*
- Collaboration with [Columbia County Museum Association](#)
- Host for St. Helens Garden Club sale
- Host for Friends of the Library sales
- Social Media
  - Facebook group [[St. Helens Public Library](#)]
  - Twitter account [[St. Helens Public Library](#)]



# Makerspace

- 3D Printers
- Glowforge
- Laminator
- Heat press
- Sewing machine
- Computers and tablets
- Hand tools, saws, hammers, clamps, etc.
- Bike repair station
- And a whole lot more!

# Library of Things

- Things you can check out and take home
- Board games
- STEM equipment
- WI-FI hotspots
- Pasta machine, telescope, leather punch, programmable robots, microscope, ice cream maker and more

# Budget Committee Library Cuts [1 of 2]

- **Board Recommendation: The Budget Committee should wait and fully engage the new Library Director**
- Observations
  - Cut is made in the absence of a **Library Director** and **Youth Librarian**
  - Library cut is 21%, the deepest cut of all departments
  - Deepest budget cut is the key **Youth Librarian** role
- Questions
  - Would this cut have been made when the **Youth Librarian** role was filled?
  - Is the **Council** committed to the **Youth Librarian** position?
  - Is the **Budget Committee** committed to the **Youth Librarian** position?

# Budget Committee Library Cuts [2 of 2]

- Possible downstream impacts include:
  - Reduced service capacity for Library patrons
  - Reduced youth programming
  - Reduced youth reading and learning opportunities
  - Losing patrons to nearby libraries
  - Community optics
  - Perceived lack of Council support for Library place in community

# SOURCE NOTE

- This slide deck was created by Dan Davis, Library Board Chair, for the May 18, 2022 Council meeting.
- Input for the deck content was received from:
  - Brenda Herren-Kenaga, Library Director (interim)
  - Daniel Dieter, Library Assistant/Volunteer Coordinator/Minutes Taker
  - Suzanne Bishop, Library Director (incoming)
  - Jessica Raynor Sturdivant, Library Board Member
  - Lynne Pettit, President, Friends of the Library
- Dan Davis sent the completed deck Wed 5/11/2022, to Dan Dieter, to submit to the City Recorder, for inclusion in the Council Agenda packet for the May 18, 2022 Council meeting.



# ENGINEERING DIVISION FEES PROPOSED UPDATES

Mouhamad Zaher, Public Works Director  
Sharon Darroux, Engineering Manager

# ENGINEERING DIVISION FEES

Engineering Division fees are used to provide vital services to the St. Helens Community and includes,

- Design review
- Public improvements permitting
- Public right-of-way management
- Construction inspection

These fees offset the burden placed on the Enterprise fund, leaving more money in the budget to be used for projects. They also help the Engineering Division maintain a high level of efficiency and service and to our customers.

# FEE STUDY PROCESS

Review Existing Fees and  
Identify Gaps in the  
Current Fee Structure

Allocate Costs for  
all Fee Services  
Provided

Update Fee  
Structure



# WHY

**UPDATE THE ENGINEERING  
DIVISION FEES NOW?**

# \$1.2 Million Dollars – *Lost!*

The Engineering Division Fees have not been updated 18 years. The result is an estimated revenue loss of approximately \$1.2 Million Dollars.



2003

Last time the Engineering Division Fees were updated.



# GAPS IN FEE STRUCTURE

Blasting Permits, Building Permits,  
Multiple Plan Reviews, etc.

# REVIEW OF

# PROPOSED FEES

# RIGHT-OF-WAY PERMIT FEE

## CURRENT FEE

\$50

Fee waived for projects with a value less than \$1,000 or if part of Construction Permit

## PROPOSED FEE

\$100

Fee waived for projects with a value less than \$1,500 or if part of Public Improvements Construction Permit

## COMPARE

- Oregon City, OR \$176
- Silverton, OR \$88
- West Linn, OR \$90
- Troutdale, OR \$125

# PAVEMENT DISTURBANCE FEE

## CURRENT FEE

\$50

Fee waived for projects with a value less than \$1,000 or if part of Construction Permit

## PROPOSED FEE

\$100

Fee waived for projects with a value less than \$1,500 or if part of Public Improvements Construction Permit

## COMPARE

Pendleton, OR \$50/SF

Silverton, OR \$180

West Linn, OR \$500+

# PLAN REVIEW FOR PUBLIC IMPROVEMENTS FEE

## CURRENT FEE

1%

Based on Engineer's Estimate

## PROPOSED FEE

2%

Based on Engineer's Preliminary Project Cost Estimate for Public Improvements

## COMPARE

- Gladstone, OR 2.5%
- Hillsboro, OR 5%
- Pendleton, OR 2%



# PUBLIC IMPROVEMENTS CONSTRUCTION PERMIT FEE

## CURRENT FEE

2%

Based Revised  
Engineer's Estimate

## PROPOSED FEE

3%

Based on  
Engineer's Final  
Project Cost  
Estimate for Public  
Improvements

## COMPARE

Silverton, OR 2.5%

Hillsboro, OR 3.5% to 5%

Pendleton, OR 2%

# FEE FOR ADDITIONAL PLAN REVIEWS

Item #2.

\$120/HR

For Plan Review Iterations  
That Exceed Three  
Reviews

COMPARE

Silverton - \$75/HR after Second Review  
Forest Grove - \$143/HR  
Bend \$406 Each Additional

PROJECTED BORE PATH #2 FROM STA 4+61 TO STA 6+89  
ALONG PLYMOUTH STREET



# FEE FOR BUILDING PERMIT SERVICES

\$320

System Development Charges (SDCs) review, plan review, and up to three inspections, including final inspection

## COMPARE

Sandy, OR up \$300  
Hillsboro, OR \$350  
West Linn, OR \$473

# BLASTING PERMIT FEE

Item #2.

\$1,200

For all blasting operations and the use of explosives in City limits, includes blast plan review and compliance inspections

## COMPARE

West Linn \$1,500 Plus \$2 per Cubic Yard of Material

Gladstone \$5,000 and \$2,000 after first 2 inspections

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Regular Annual Fee Updates, Street Cut Repair Permitting, Permit Violation Fees, Road/Lane Closure Fees

# THANK YOU

ANY QUESTIONS?

City of St. Helens, Oregon  
APPLICATION FOR PLACEMENT OF DONATED ITEMS ON PUBLIC PROPERTY

Filed by: Jerry Allen Application No: \_\_\_\_\_

Organization: Private family Date Filed: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Detailed Description of Donated Item (attach additional pages, drawings, diagrams and photos, as necessary)

A memorial bench for my beloved late wife who lived and devoted her life to the Saint Helens community from 1985 - 2015. She fought Breast cancer for 12 years and passed away on August 11<sup>th</sup> 2021. I would like to have a bench of same design and size as is used currently that is sturdy, functional and lasting. Also there will be a plaque to commemorate her memory 2 1/2" x 6" affixed to the bench.

Location (include reasons for location choice)

McCormick Park would be my first choice because of many family and church outings she enjoyed there.

Placement (who, how, when)

Professionally installed?, per advise of city, I would like to have it installed before Aug 11<sup>th</sup> 2022 if possible

Term (length of time you would like the donated item to remain in place)

As long as possible?

Maintenance (required maintenance and who will be expected to perform)

?

Signature Jerry Allen

Signing this document means that you have read and understand the City's policy concerning the placement of donated items on City property, and that you, and by extension everyone belonging to the organization on behalf of whom you are filing this application, accept the terms and conditions as set forth in the Policy section of this document.

**APPLICATION FOR PLACEMENT OF DONATED ITEMS ON PUBLIC PROPERTY**

Filed by: Jerry Allen  
 Organization: Jerry Allen

Application No: \_\_\_\_\_  
 Date Filed: 5-9-2022

<b>Arts &amp; Cultural or Parks Commission</b>			
	approve	approve w/ changes	decline
Concept: Memorial Bench	<i>SPJA</i> Approved by P & R		
Location: McCormick Park Dog Park			
Term: As long as it lasts			
Maintenance: Parks Staff			

<b>Council - Concept</b>			
	approve	approve w/ changes	decline
Concept:			
Location:			
Term:			
Maintenance:			

<b>Public Works</b>			
	approve	approve w/ changes	decline
Design:			
Location:			
Term:			
Maintenance:			

<b>Community Development</b>			
	approve	approve w/ changes	decline
Design:			
Location:			
Term:			
Maintenance:			



City of St. Helens  
**RESOLUTION NO. 1547**

A RESOLUTION TO APPROVE A POLICY AND APPLICATION  
 FOR THE ACCEPTANCE AND PLACEMENT OF DONATED ITEMS  
 ON CITY PROPERTY

**WHEREAS**, the City of St. Helens ("City") recognizes the desire on the part of citizens to place donated items on public property; and

**WHEREAS**, over the years, a number of such items have been placed in various public locations around the City, some with approval and some without approval; and

**WHEREAS**, a policy should be adopted so that donors of such items have a clear understanding of the terms under which the City will allow the placement of such items and to provide a policy and procedure for the donation of items which addresses the concerns of the citizens and the needs of the City.

**NOW, THEREFORE, the City of St. Helens resolves as follows:**

**Section 1. Consideration of Request.** The City will consider, on a case-by-case basis, the request of any person or group of persons to place a donated item or items on public property, provided the approved procedure has been followed, and so long as the donated property meets or exceeds standards for construction and materials or species in the case of trees or shrubs.

Benches shall be made of wood and shall be contoured or flat styled pedestal outdoor benches, unless an alternative material is approved by the City Arts & Cultural Commission and/or Parks Commission. Alternative materials may be approved if the donor can show that circumstances exist that make it appropriate to use the alternative material. Benches must be purchased through a City approved manufacturer. A brass plaque in a size not to exceed 2½ x 6 inches in size may be affixed to the bench.

Trees planted in City facilities must be at least 2 inches in caliper, native to the area and fit within the existing landscape scheme of the park or the adopted tree plan for the park, as determined by the City Arts & Cultural Commission and/or Parks Commission.

Plaques may only be placed in conjunction with a bench or a tree, not as a stand alone feature. Plaques set in concrete, aggregate rock or a boulder must be made of bronze and be no larger than 8½ x 11 inches in size. Plaques affixed to benches may not exceed 2½ x 6 inches in size. No other plaques shall be allowed. Plaque design shall be approved by the City Arts & Cultural or Parks Commission.

**Section 2. No Guaranteed Approval.** Consideration of an application by the City does not guarantee approval. The City reserves the right to deny any application for placement of a donated item or items.

**Section 3. Additional Agency Approval.** City Council and staff will determine which additional agencies, if any, must review the application and grant written approval.

**Section 4. Items Sole Property of the City.** Items donated and placed on City property become the sole property of the City at the time of placement.

**Section 5. Disposition of Donated Items.** City Council shall determine the useful life span of a donated item and shall determine the disposition of the item if the item is damaged, destroyed or reaches the end of its life span.

**Section 6. No Guarantee or Obligation.** The City cannot guarantee the security of items donated, including works of art or memorials, and placed on public property. Placement on public property does not obligate the City to repair or replace the item.

**Section 7. Removal of Items.** City Council will have the authority to remove donated items temporarily or permanently at City Council's sole discretion.

**Section 8. Alternate Election.** If the City elects not to repair or replace damaged items permanently or to remove an item, the City will endeavor to contact the original donor(s), and, if contact is made, the donor will be given the opportunity to repair or remove the item. Repair of an item does not obligate Council to allow replacement or relocation of the item.

**Section 9. Damaged Items.** Damaged items which are not repaired, replaced, or recovered by donors within the time period specified by staff may be discarded at the discretion of the City Council.

**Section 10. Procedure.** The City Council hereby adopts the following procedure for considering the donation of items to be placed on public property:

- a. Completed application submittal on City approved form.
- b. Presentation to Arts & Cultural Commission and/or Parks Commission for concept approval.
- c. Presentation to Council for concept approval.
- d. City departmental approvals.
- e. Other agency approvals.
- f. Final Council approval.
- g. Coordination with Public Works and other outside agencies as necessary for placement.

**Section 11. Form of Application.** The form of application referenced in Section 10(a) above shall be similar if not exactly as outlined in Exhibit A attached.

Passed and adopted by the City Council this 18<sup>th</sup> day of August, 2010, by the following vote:

Ayes: Morten, Locke, Martyn, Barlow, Peterson

Nays: None

Approved by the Mayor: August 18, 2010

  
\_\_\_\_\_  
Randy Peterson, Mayor

ATTEST:

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

# CITY OF ST. HELENS



## REQUEST FOR PROPOSALS MUNICIPAL AUDITING SERVICES

May 19, 2022

Projected Timeline

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RFP Release	May 19, 2022
Proposals due	June 22, 2022
Selection of Finalists	June 24, 2022
Interviews if Necessary	June 28, 2022
Notice of Intent to Award	June 29, 2022
City Council Approval	July 20, 2022

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## CITY OF ST. HELENS

### REQUEST FOR PROPOSALS – MUNICIPAL AUDITING SERVICES

The City of St. Helens (City) invites proposals from qualified independent licensed municipal auditors (hereinafter called “auditor”) having sufficient governmental and auditing experience in performing an audit in accordance with the specifications outlined in this Request for Proposals (RFP).

#### **I. DESCRIPTION OF THE CITY AND APPLICABLE ACCOUNTING SYSTEMS**

The City of St. Helens is in Columbia County, Oregon. The City serves an area of 5.3 square miles with a population of 14,560. The City provides a full range of municipal services to its citizens, including but not limited to water and sewer, police, municipal court, public works, community services, and library.

The City of St. Helens has a Council-Mayor form of government consisting of four Councilors, elected to four-year terms, and a Mayor, elected to a two-year term. At each biennial general election, the Mayor and two Councilors are elected.

Annual appropriations for fiscal year 2021/2022, for the general fund and all funds combined are \$10.92 million and \$36.07 million respectively. The City has 82 full and part-time employees.

The City of St. Helens uses the following fund types and accounting groups in its financial reporting:

- 1 - General Fund
- 4 - Special Revenue Funds
- 5 - System Development Charge Funds
- 3 - Enterprise Funds
- 2 - Internal Service Funds
- 1 - Urban Renewal Agency

The City of St. Helens uses Incode 10 Financial Software’s General Ledger, Accounts Payable, Accounts Receivables, Payroll, Licensing and Permits, Cash Receipting, and Utility Billing modules. The City uses Accela from the State of Oregon for Building Permits.

A copy of the budgets and audits from the prior year are available on the City of St. Helens website [www.sthelensoregon.gov](http://www.sthelensoregon.gov).

## II. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

A. All sealed proposals must be submitted not later than 3:00 p.m. June 22, 2022, to:

Mailing Address:

City of St. Helens  
ATTN: Matt Brown, Finance Director  
265 Strand Street  
St. Helens, OR 97051

Hand Delivery:

City of St. Helens  
ATTN: Matt Brown, Finance Director  
265 Strand Street  
St. Helens, OR 97051

The outer sealed envelope in which proposals are tendered should be marked "Audit RFP Proposal".

- B. Five (5) copies of the proposal are required, not to be opened until after the final submission date and hour noted above. These submissions shall become the property of the City of St. Helens without obligation.
- C. The selection of the external auditor will be based upon responses received to the criteria included in Part III of this proposal.
- D. Any questions should be directed to Matt Brown, Finance Director, at [mbrown@sthelensoregon.gov](mailto:mbrown@sthelensoregon.gov). Written responses will be available to all interested parties.
- E. Work under this municipal auditing services agreement shall begin with the fiscal year 2021/2022 audit and shall commence with the adoption of the contract by City Council (anticipated to be issued July 20, 2022). Any agreement initiated as a result of this RFP will be effective through June 30, 2025, with an option to renew annually up to a maximum of (2) two additional years unless otherwise terminated as provided for by the terms and conditions of the agreement.
- F. The City of St. Helens reserves the right to reject all proposals, and has the right, in its sole discretion, to accept the proposal it considers most favorable to the City's interest and the right to waive minor irregularities in procedure.

### III. AUDIT OBJECTIVES AND SCOPE OF SERVICES

The City of St. Helens is requesting proposals for the services of a qualified Certified Public Accounting firm to conduct the Financial and Compliance Audit of the City's operations. Services will include, but not be limited to: Planning and Performing the audit; Performing tests of documentary evidence, Evaluation of internal controls; Review of Management Letter; Review of adjusting entries; Draft and final Audit Report (includes approximately 10 copies and an electronic copy); Preparation and filing of State Documents; Technical assistance throughout the fiscal year; and Review of Year End Financial reports.

- A. The auditing services performed by the auditor shall allow the firm to:
- Express an opinion on whether the financial statements of the City present fairly the financial position and results of financial operations in conformity with Generally Accepted Accounting Principles (GAAP);
  - Express an opinion on whether the City has complied with laws and regulations that may have a material effect on the audited financial statements; and
  - Issue a management letter.
- B. A minimum standard for audits of Oregon Municipal Corporations, adopted by the Secretary of State and approved by the State Board of Accountancy, shall govern the audit.
- C. The financial and compliance audit shall apply industry standards for auditing, and shall be made in accordance with all of the following:
- Generally accepted governmental procedures as prescribed in the American Institute of CPAs (AICPA) Industry Audit Guide - Audits of State and Local Government Units and in Governmental Accounting, Auditing, and Financial Reporting (GAAFR);
  - Generally accepted auditing standards, Government auditing standards, and Oregon minimum standards;
  - The Single Audit Act and OMB A-133; and
  - Applicable laws and regulations.
- D. The audit will be used as a single document which will contain the basic financial statements, notes, and as supplementary data, the Combining and Individual Fund Financial Statements and Schedules.
- F. Recommendations based upon the auditing firm's review of the adequacy of internal accounting controls and other audit investigations shall be made a part of a formal management report separate from the financial audit. Such associated costs shall be included in the audit fee. The discussion of these recommendations shall be with the City Administrator and Finance Director.
- G. The auditor shall meet with the Finance Director prior to the commencement of each audit to discuss the planned approach to the audit work and to provide a list of schedules to be prepared by City personnel prior to the beginning of field work. An exit conference is required of the auditing firm on completion of all field work to inform the City Administrator and Finance Director of pertinent findings. A summary presentation of the audit findings shall be made to the City Council.
- H. The City will make available the information and work papers necessary in conjunction with the financial and compliance audit engagement.



- I. Expectation of services to be provided by auditors not already outlined above:
  - Provide the City with adjusting entries and a final trial balance upon completion of the field work.
  - Draft and prepare final audit report – Auditor will be expected to prepare the final audit report and provide 10 hard copies and an electronic copy to the City.
  - Prepare and file all required State Documents.
  - Prepare a report on compliance with specific requirements applicable to major federal financial assistance programs, if required.
  - As part of the overall audit contract, the City expects to receive from the audit firm a variety of technical assistance throughout the fiscal year, including answers to accounting, reporting, and/or internal control questions.
  - All working papers and reports must be retained, at the auditor’s expense, for a minimum of ten (10) years, unless the firm is notified in writing by the City of St. Helens of the need to extend the retention period.
  
- J. Plan changes in reporting over the next three years: It is the intent of the City that over the next three years to prepare and print a Government Finance Officers Associated (GFOA) certified Comprehensive Annual Financial Report (CAFR) each year.
  
- K. Compilation of financial statements and note disclosures.

**IV. EVALUATION CRITERIA**

Proposals will be evaluated based on technical responses and price with the following points:

Experience, Qualifications, and References	10	Points
Audit Approach and Understanding of City’s Auditing Needs	10	Points
Cost Proposal	<u>5</u>	<u>Points</u>
Total	25	Points

The proposals will be reviewed by a selection committee comprised of one City Councilor, the City Administrator, and the Finance Director. Additional selection committee members may consist of Budget Committee members and/or other local governmental agency peers. The selection committee may elect to interview those candidates they deem most suitable to perform the audits.

Based upon this review, a recommendation will be made to the City Council as to award.

#### IV. PROPOSAL REQUIREMENTS

To achieve a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified in this part.

- A. Title Page - The name of the proposal's firm, firm address, telephone number, name of contact person, and email address.
- B. Table of Contents - Include a clear identification of the material by section and by page number.
- C. A list of partners, managers and other key staff persons who will be assigned to the City's engagement. Provide resumes and indicate their experience in auditing governmental jurisdictions, specifically municipalities.
- D. Describe staffing level that will be assigned to the City of St. Helens field work. Outline a work plan and related time schedule for each significant segment of the work.
- E. Describe how you would propose to use City personnel, if at all, to assist you during the audit and indicate the approximate time requirement.

## V. TECHNICAL CRITERIA AND PRICE

Your proposal must clearly respond to the following:

### A. Organization/Local Office Technical Qualifications and Approach.

1. State whether your audit organization is national, regional, or local.
2. Indicate the number of people (by level) located within the local office that will handle the audit.
3. Provide a list of the local office's current and prior government audit clients indicating the type(s) of services performed and the number of years served for each.
4. Indicate the local office's experience in providing additional services to government clients by listing the name of each government, the type(s) of service performed, and the year(s) of engagement.
5. Disclose all judgments, pending or expected litigation, or other real or potential financial reversals that might materially affect the viability or stability of the proposing organization, or warrant that no such condition is known to exist. If the proposer is a national firm, it must disclose the above information for its region and all material judgments and pending or expected litigation on a nationwide basis.
6. If the proposer has had a contract terminated for default during the past five (5) years, all such incidents must be described. The audit firm must show through the Oregon State Board of Accountancy to not have a record of substandard work.
8. The proposer must state if subcontractors will be used and provide the above information for each subcontractor.
9. Describe your approach to the examination: This should include at least the following points:
  - a. Description of audit approach.
  - b. Use of statistical sampling.
  - c. The firm's knowledge and use of computer and programs to assist in the audit process.
  - d. Organization of audit team and approximate percentage of time spent on audit.
  - e. Management letter (provide a sample letter).
  - f. Typical assistance expected from City staff.
  - g. Tentative schedule for completing audit.

### B. Price Quote

Provide the firm's proposed all-inclusive audit fee and a statement regarding determination of increases in succeeding years should the contract be extended. Include the hourly rates for each staff employee classification, and any other fees associated with the completion of the audit. Break out separately the costs associated with single audit. Please state if there are any opportunities to reduce

audit fees should the City institute additional procedures such as an internal audit function, provision of additional schedules, or other recommended procedures.

Item #4.

City may request additional services that would be outside the normal course of the requested annual audit services such as technical assistance on developing supplemental statistical schedules, specialized internal control reviews, specialized programs, and other opportunities that may arise. Therefore, please provide a supplement list of services your firm could provide with applicable pricing schedule and /or pricing strategy to reflect costs for additional services.

Ownership of the audit reports shall belong to the City of St. Helens, and it is expressly understood that publication of the audit report (in whole or in part) or reference for such audit report shall be at the sole discretion of the City of St. Helens.

Any unusual conditions encountered during the course of the audit where services of the auditing firm must be extended beyond the normal work anticipated will require written notification to the Finance Director who will respond in writing concerning the additional services. Additional fees must be approved by the City Council.

# ‘SALMON’ 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, June 29, 2022**, 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 July 20, 2022 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 miles northwest of St. Helens, Oregon, as shown on the Exhibit "B" vicinity map. The sale is one unit, which is approximately **69-acres** (see maps marked Exhibit “A” and “A1” and “A2” and “B”). Signs directing prospective Buyers to the sale area are marked on the ground as “TIMBER SALE SALMON”.

The sale areas include portions of the following:

Township 5 North – Range 2 West  
Portion of Section-33

situated in Columbia County, Oregon.

The approximate location of the clearcut sale boundary is 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 there are **1,585-MBF (net) of Douglas-fir, 35-MBF (net) of Bigleaf Maple, and 10-MBF (net) of Red Alder** designated for sale and available for logging under the terms of the contract.

Timber volume estimates:

69-ACRE CLEARCUT WEST UNIT	VOLUME MBF		ESTIMATED LIVE NET VOLUME BY GRADE		
	SPECIES	GROSS	NET	2S	3S
Douglas-fir	1,601	1,585	471	862	252
Bigleaf Maple	38	35			35
Red Alder	11	10			10

**The average Diameter at Breast Height of Douglas-fir trees in the West Unit is 14-inches.**

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 Mountain Western 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 sawmill 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 \$550.00 per MBF will be considered.**

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

Hemlock & Other Conifer	<b>\$300.00</b>	per MBF, net scale
Western Redcedar	<b>\$1,000.00</b>	per MBF, net scale
Hardwood saw logs	<b>\$275.00</b>	per MBF, net scale
Conifer & Hardwood utility logs	<b>\$30.00</b>	per MBF, net scale
Pulp logs and pulpwood chunks	<b>\$5.00</b>	per ton, load weight

By December 31, 2022, 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 June 30, 2023, **all** 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 in 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 the 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.

Item #6.

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 in the sale areas must be complete by September 1, 2023. All logs must be removed by September 30, 2023, and all other requirements imposed on the Buyer must be completed by December 31, 2023.

Buyer shall comply with the following production schedule:

- i) On or before September 1, 2022: 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, 2023: Cutting and yarding crews shall be working on production. Item #6.
- iii) On or before September 30, 2023: 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**

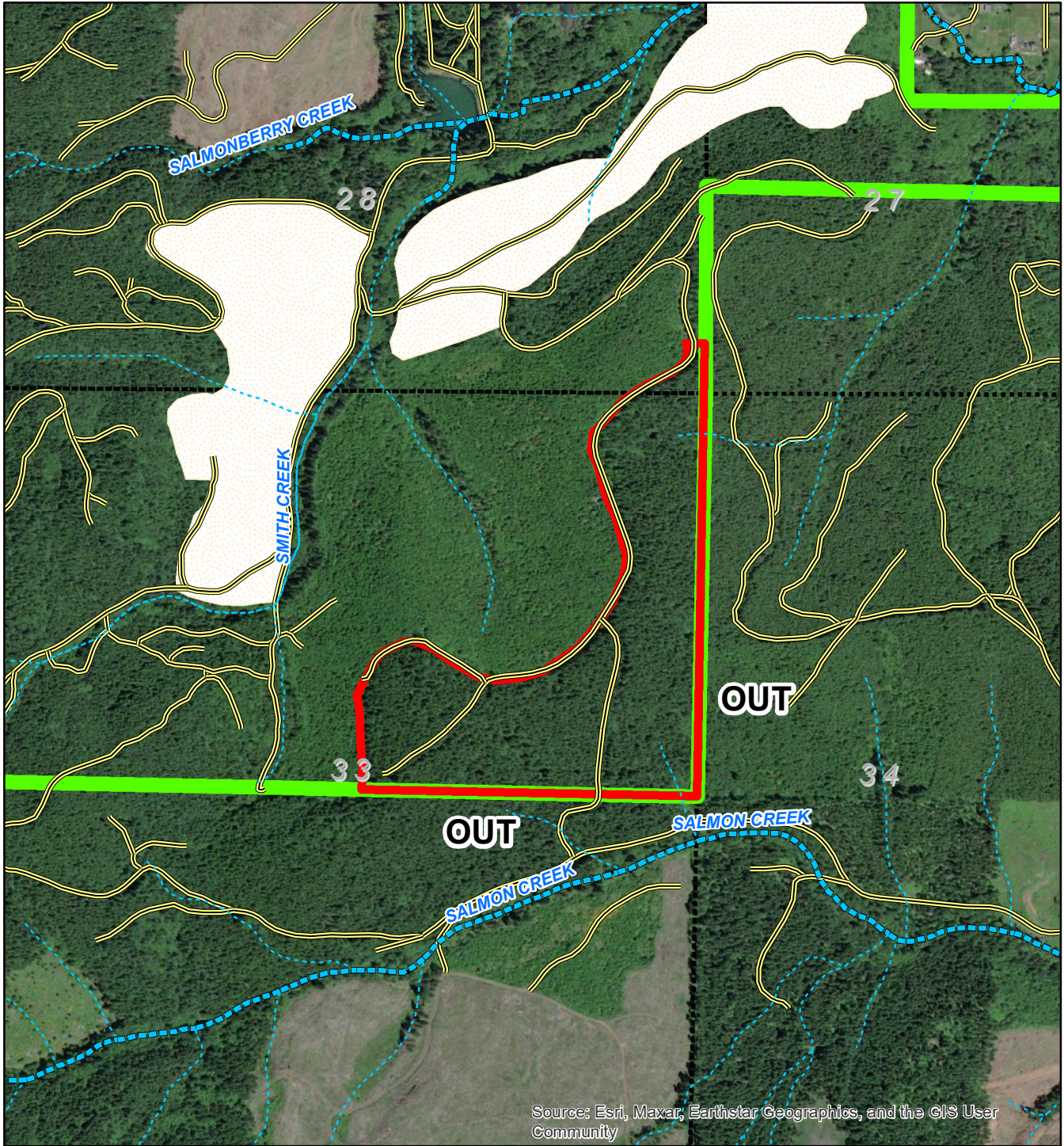
The Buyer is advised that should the harvest of the timber to be sold hereunder be impeded or prevented due to Federal and/or State laws and rules and regulations pursuant thereto regarding environmental matters and/or threatened and endangered species, Seller has the exclusive right to either eliminate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

Prospective Buyers should be aware that roads in 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 ensure the Total Cost is achieved but not exceeded.









Item #6.

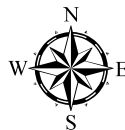
2022 City of St Helens Timber Sale - 'Salmon' 69-acres)



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Township 5 North - Range 2 West

-  'Salmon'
-  2021 Timber Sale
-  St Helens Ownership
-  Sections
-  Roads
-  Fish Stream
-  Nonfish Stream
-  Unknown Stream



1 inch = 1,000 feet

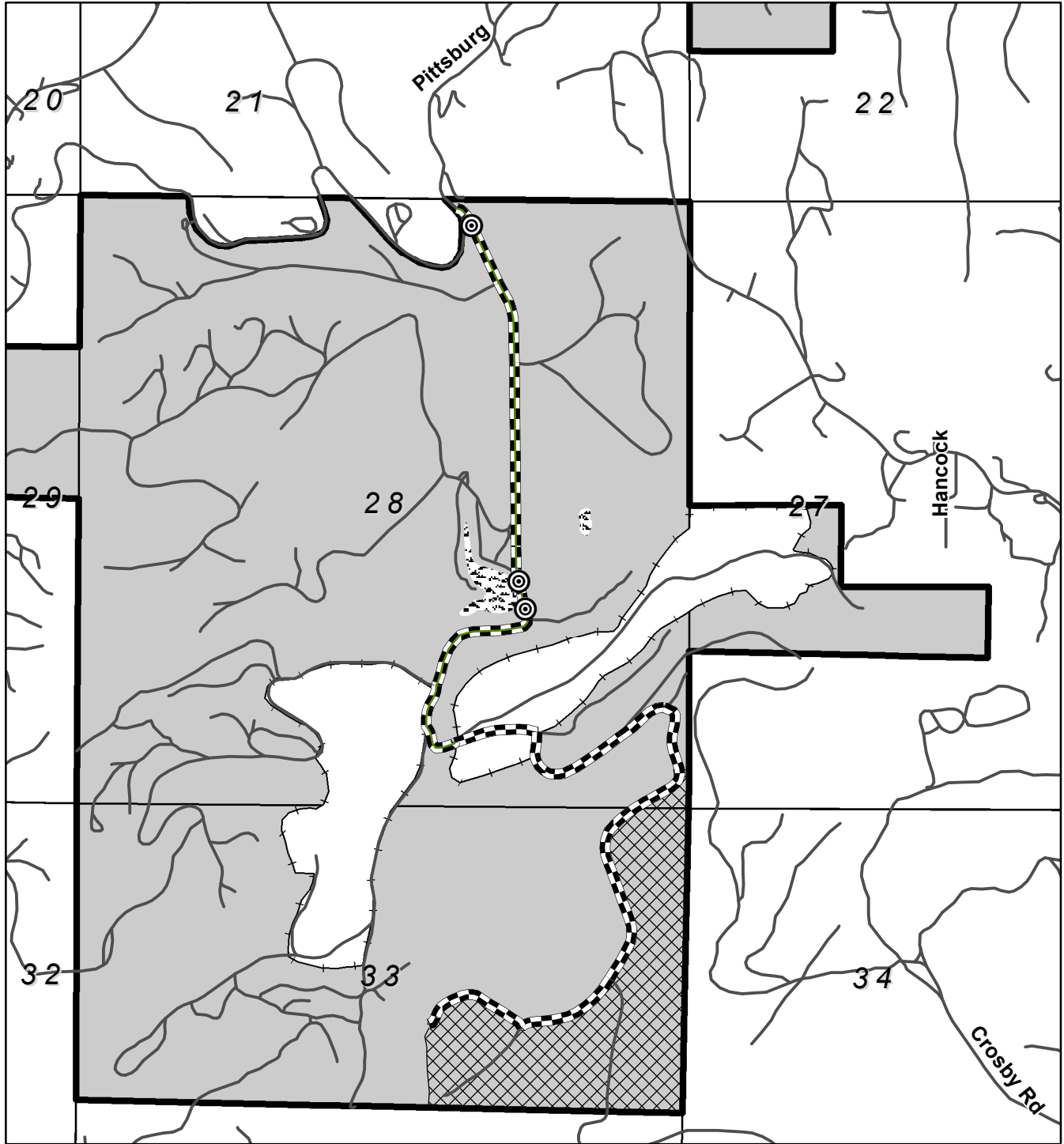
**MASON,  
BRUCE &  
GIRARD**











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

2022 City of St Helens Timber Sale - 'Salmon' (69-acres)



Township 5 North - Range 2 West

-  'Salmon'
-  2021 Timber Sale
-  St Helens Ownership
-  Sections
-  Reservoir
-  Roads
-  Haul Route
-  Gates



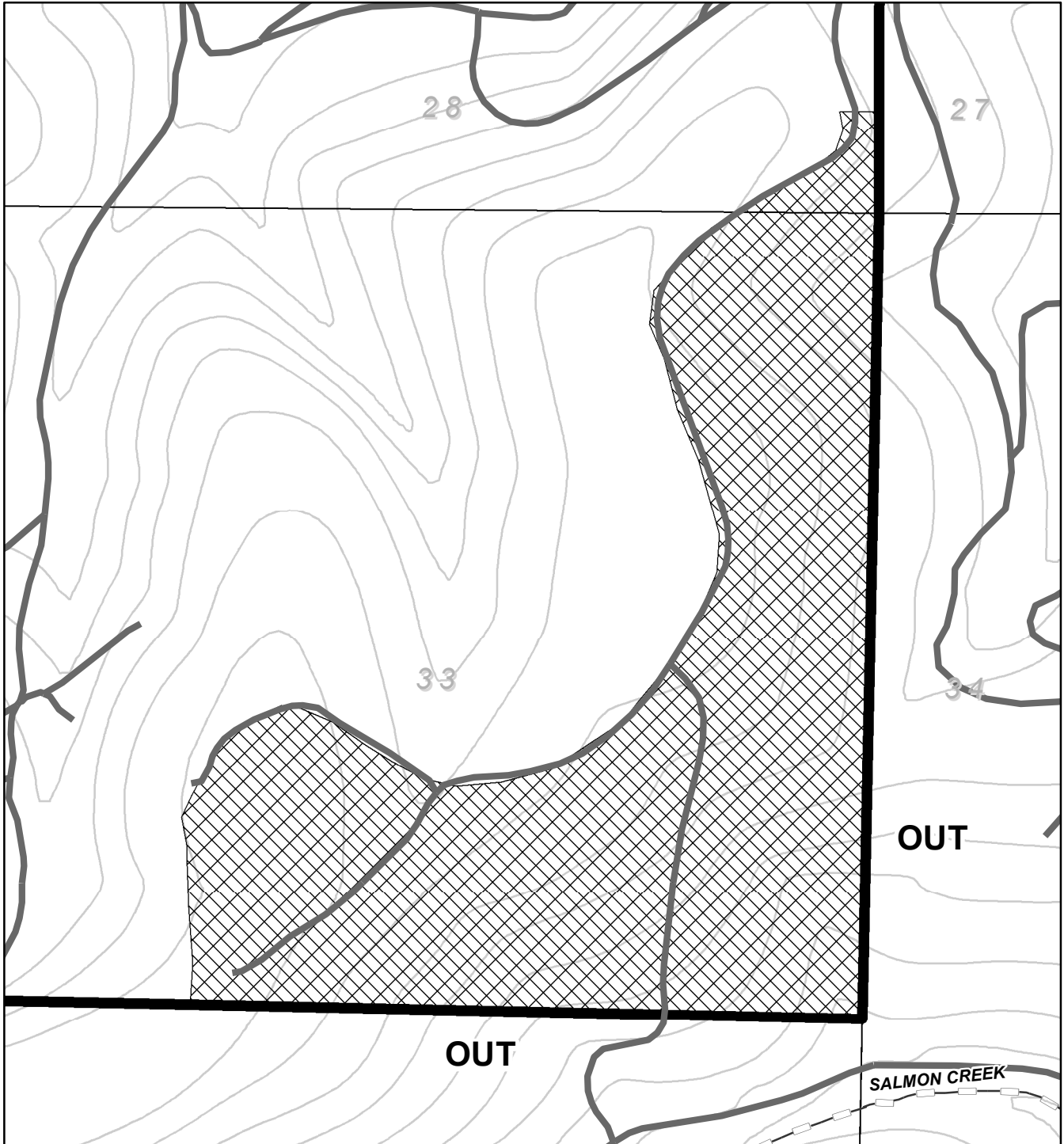
1 inch = 1,320 feet

**MASON,  
BRUCE &  
GIRARD**









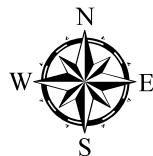
This product is for informational purposes only and may not be suitable for legal, engineering, or surveying purposes. Information is provided with the understanding that conclusions drawn are the responsibility of the user.

2022 City of St Helens Timber Sale - 'Salmon' (69-acres)



Township 5 North - Range 2 West

-  'Salmon' Sale
-  St Helens Ownership
-  Sections
-  Roads
-  Fish Streams
-  Contours (40ft)



**MASON,  
BRUCE &  
GIRARD**



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1 inch = 500 feet

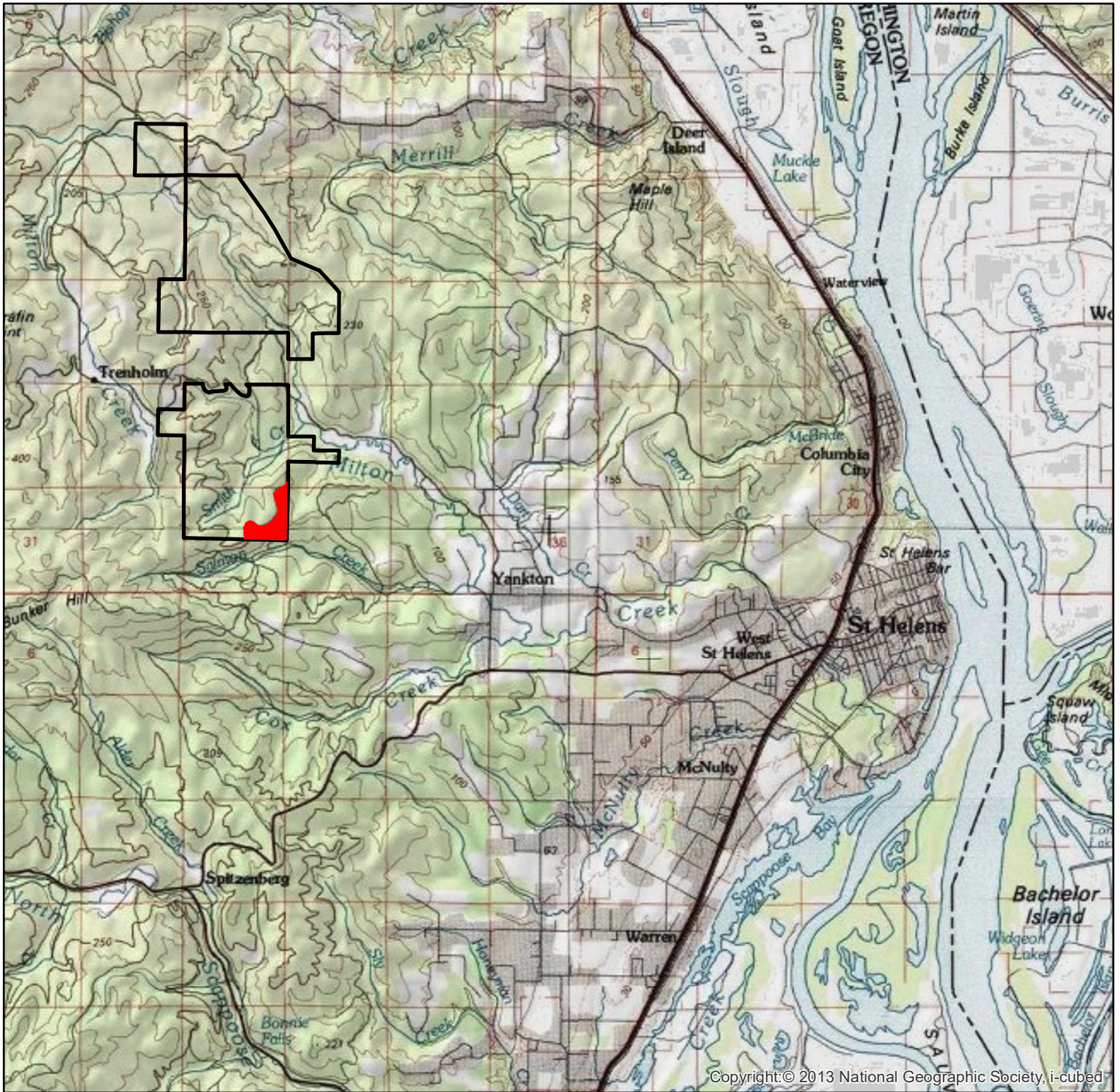
Projection: NAD83, State Plane Oregon

# Exhibit B - Vicinity Map

Item #6.

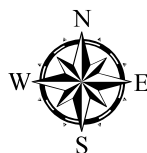
## City of St Helens Milton Creek Watershed

### 2022 Timber Sale - 'Salmon'



Copyright © 2013 National Geographic Society, i-cubed

 'Salmon' Timber Sale  
 St Helens Ownership



1 inch = 2 miles

**MASON,  
BRUCE &  
GIRARD**



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Projection: NAD83, State Plane Oregon North

**CITY OF ST. HELENS  
ST. HELENS, OREGON 97051  
OPENING DATE: 11:00 am, June 29, 2022**

**SEALED BID ONLY  
NO ORAL AUCTION**

**SEALED BID FOR  
'SALMON' 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



## ‘SALMON’ TIMBER SALE CONTRACT

THIS CONTRACT made and entered into at St. Helens Oregon, as of \_\_\_\_\_, 2022, 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 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  
Portion of Section-33

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:

	<u>Prices Per M</u> <u>Board Feet</u>	
Douglas-fir	\$ _____	(Net)
Hemlock & Other Conifer	\$300.00	(Net)
Western Redcedar	\$1,000.00	(Net)
Hardwood saw logs	\$275.00	(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> \$30.00
Conifer Utility Logs	

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 December 31, 2022, 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 June 30, 2023 **all** 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 September 1, 2022: 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, 2023: Cutting and yarding crews shall be working on log production.
- iii) On or before September 30, 2023: 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, 2023.

On December 31, 2023, 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 in 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 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 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 always at their cost and expense keep in force and effect 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	*\$782,600
Each Occurrence	*\$1,565,100
Annual Aggregate	** \$3,130,200

Comprehensive Automobile Liability, Bodily Injury, and Property Damage:

Combined Single Limit	*\$1,565,100
Uninsured/Underinsured Motorist	*\$1,565,100

\*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.

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 Smith Creek or 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.

**The Salmonberry gate must remain locked at all times. Log truck drivers must unlock, open, shut, and lock gate each time they enter and exit.**

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 ensure 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.

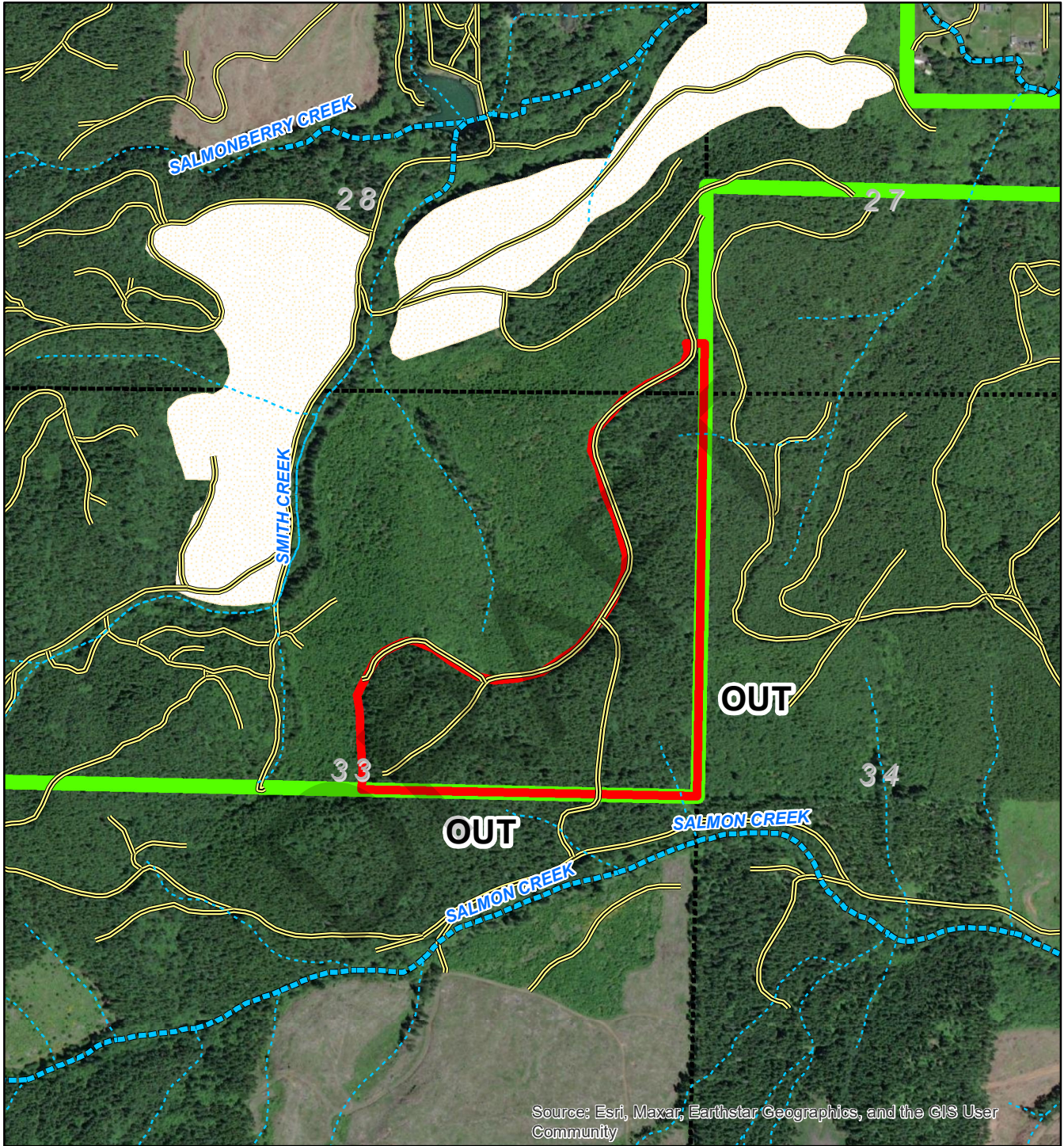
CITY OF ST. HELENS  
Acting by and through its  
City Council

\_\_\_\_\_  
Mayor & Ex officio Member  
of the City Council

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Buyer

2022 City of St Helens Timber Sale - 'Salmon' 69-acres)



Township 5 North - Range 2 West

- 'Salmon'
- St Helens Ownership
- Sections
- Roads
- Fish Stream
- Nonfish Stream
- Unknown Stream



1 inch = 1,000 feet

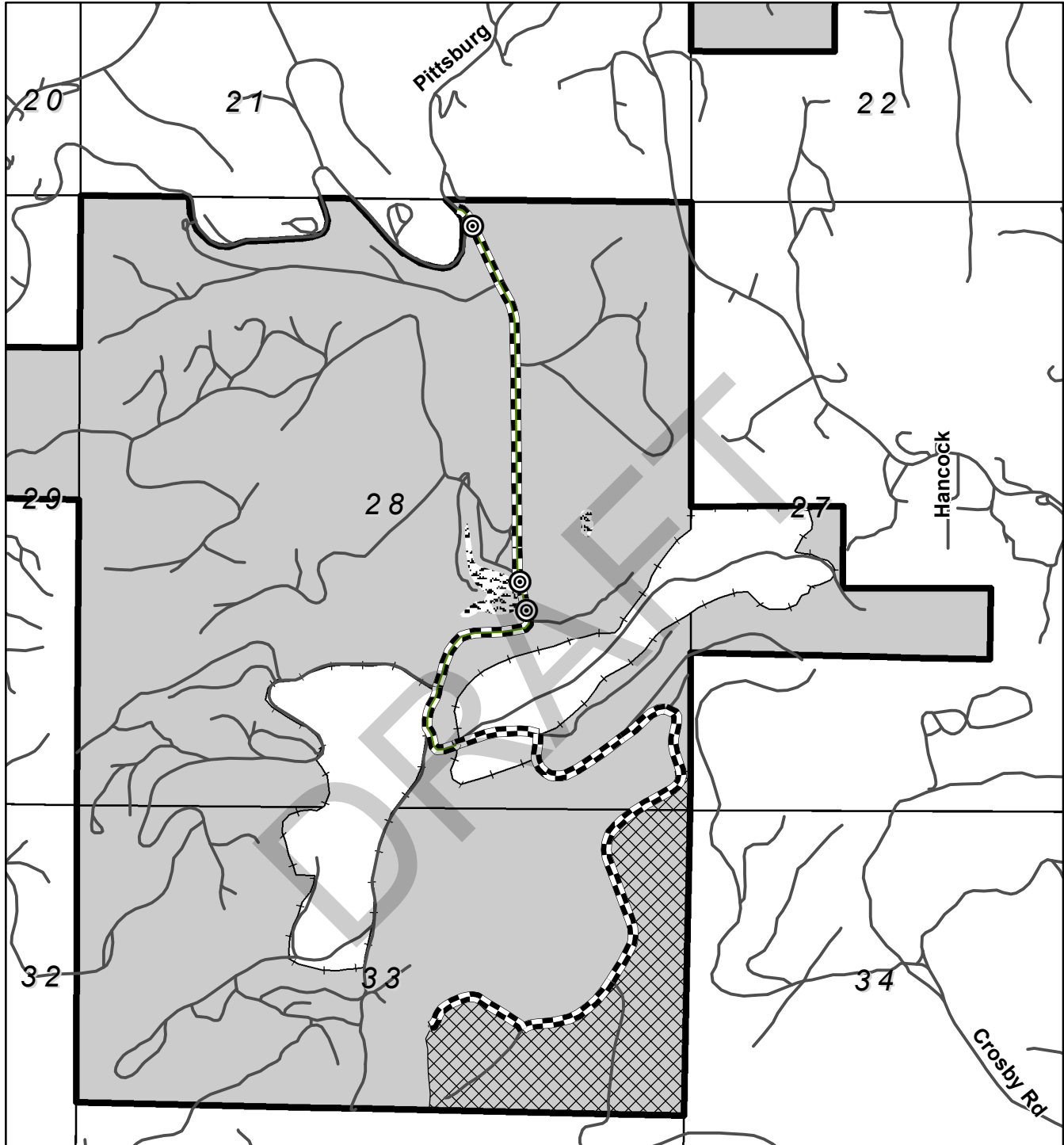
**MASON,  
BRUCE &  
GIRARD**











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

2022 City of St Helens Timber Sale - 'Salmon' (69-acres)



-  'Salmon'
-  2021 Timber Sale
-  St Helens Ownership
-  Sections
-  Reservoir
-  Roads
-  Haul Route
-  Gates

Township 5 North - Range 2 West



1 inch = 1,320 feet

**MASON,  
BRUCE &  
GIRARD**

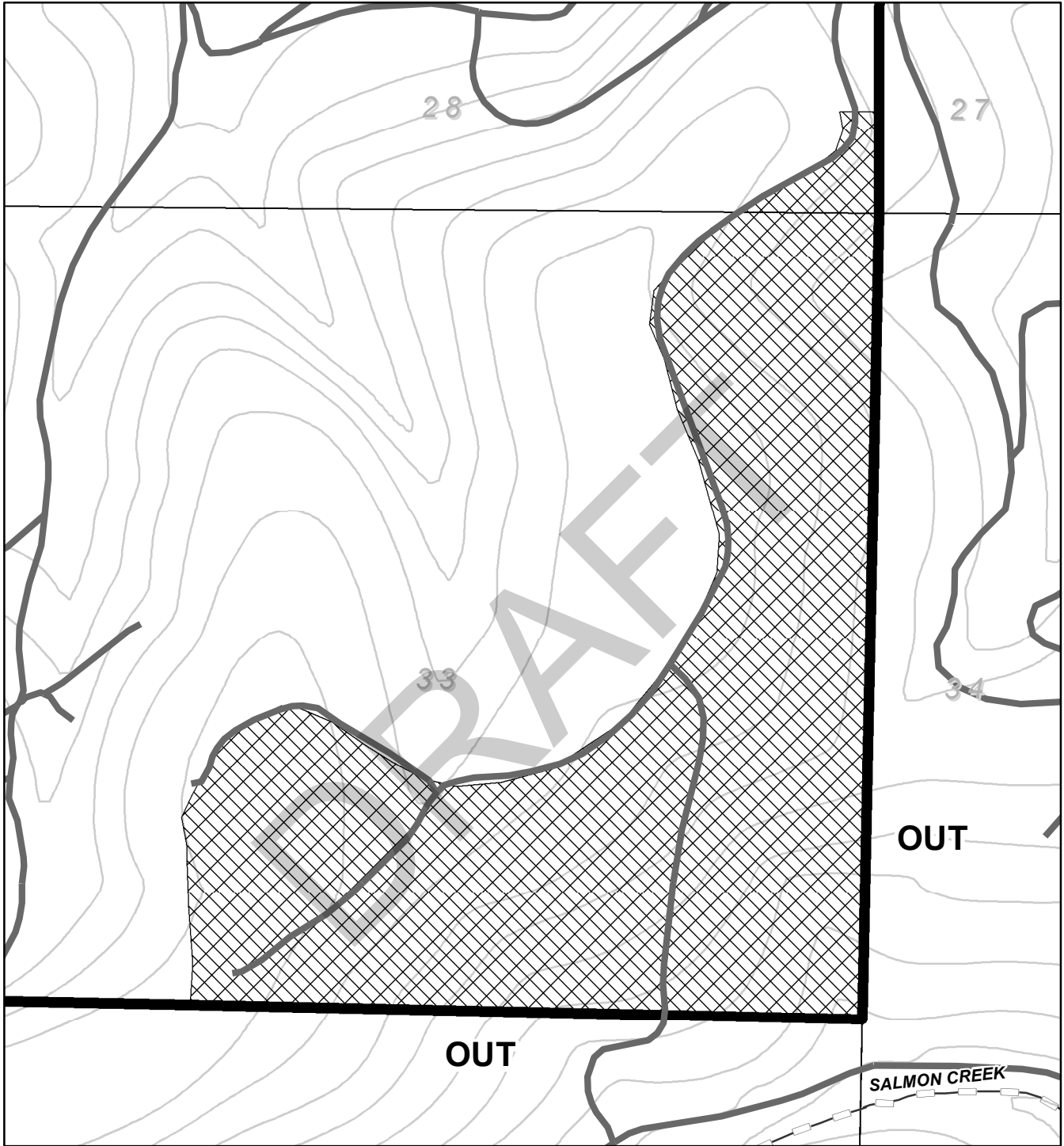


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



Projection: NAD83, State Plane Oregon North



2022 City of St Helens Timber Sale - 'Salmon' (69-acres)



Township 5 North - Range 2 West

-  'Salmon' Sale
-  St Helens Ownership
-  Sections
-  Roads
-  Fish Streams
-  Contours (40ft)



**MASON,  
BRUCE &  
GIRARD**



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.

1 inch = 500 feet

Projection: NAD83, State Plane Oregon

SCHEDULE A  
ROAD MAINTENANCE

**‘SALMON’ TIMBER SALE**

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

**ROAD MAINTENANCE PROJECT**

Buyer will be responsible for brushing, 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: \$20,000**

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

Road Maintenance Project	<u>\$20,000</u>
<b>Total Cost:</b>	<b>\$ 20,000</b>

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 ensure the Total Cost is achieved but not exceeded.

SCHEDULE B  
HARVEST – RELATED PROJECTS

**‘SALMON’ 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 \$5,000**

**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 \$10,000**

**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 \$10,000**

'SALMON' TIMBER SALE  
SCHEDULE B – HARVEST RELATED PROJECTS

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2

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

Unit Slashing Project	\$ 5,000
Shovel Slash Piling Project	\$10,000
Pre-Commercial Thinning Project	<u>\$10,000</u>
<b>Total Cost:</b>	<b>\$25,000</b>

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 ensure the Total Cost is achieved but not exceeded.

DRAFT

*City of St. Helens*  
**RESOLUTION NO. 1954**

A RESOLUTION ADOPTING A UNIVERSAL FEE SCHEDULE, AND  
SUPERSEDING RESOLUTION NO. 1937

**WHEREAS**, Library fines disproportionately affect those least able to afford them and the purpose of a public library is to support its users; and

**WHEREAS**, the State of Oregon has changed the law removing the requirement for citizens to pay a fee for requesting an expungement of their court record; and

**WHEREAS**, the Engineering Division finds it necessary from time to time to review fees and adjust them accordingly based on the current estimated and actual costs of materials, staff time, and other related expenses; and

**WHEREAS**, the City recognizes the importance and significance of our place on the lower Columbia River and has been working with an ad-hoc group to improve the recreational boating experience at the St. Helens docks and recognizes that properly registered, insured visiting vessels contribute to the safety and enjoyment of the facilities; and

**WHEREAS**, the City opened a new Community Center in 2021 and finds it necessary to establish fees for the rental of the Center; and

**WHEREAS**, the City finds it necessary from time to time to review and update fees on the schedule to clarify the intent of the fees.

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

**Section 1.** Fines will no longer be assessed to patrons of the library.

**Section 2.** Per changes at the state level, there will no longer be a fee for requesting expungement of a Municipal Court record.

**Section 3.** Engineering fees have been updated to reflect current estimated and actual costs of materials, staff time, and other related expenses.

**Section 4.** User fees will be imposed for use of the City's docks and electricity at the docks.

**Section 5.** Rental fees will be imposed for use of the St. Helens Community Center.

**Section 6.** Some Parks and Recreation fees are updated to reflect current practices.

**Section 7.** Exhibit A, Fee Schedule, is hereby adopted as amended.

**Section 8.** Exhibit A, Fee Schedule, is effective May 18, 2022.

**Section 9.** This Resolution supersedes Resolution No. 1937.

**Approved and adopted** by the City Council on May 18, 2022, by the following vote:

Ayes:

Nays:

\_\_\_\_\_  
Rick Scholl, Mayor

ATTEST:

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



### St. Helens Universal Fee Schedule

POLICE DEPARTMENT FEES		
Vehicle Impound Fee	\$ 100.00	Per vehicle
Bicycle Impound Fee	\$ 1.00	Per bicycle
Parking Citation	\$ 25.00	Per ticket
Handicap Zone Violation	\$ 250.00	Per ticket
False Alarm Response Fee, if exceeds 2 within a 12-month period	\$ 50.00	
False Alarm Response Fee, if exceeds 4 within a 12-month period	\$ 125.00	



## St. Helens Universal Fee Schedule

MISCELLANEOUS FEES		
Appeals Fee - General	\$ 175.00	Per appeal
Non-Sufficient Check Charge	\$ 25.00	Per check
Permit - Parade	\$ 50.00	Per event
Permit - Public Assembly	\$ 50.00	Per event
Permit - To Amplify Sound	\$ 50.00	Per event
Permit - Engage in Commercial Activity	\$ 50.00	Per event
Permit - To Use City Property During Hours of Closure	\$ 50.00	Per event
Permit - To Use Electrical Connections Owned by City	\$ 25.00	Per day
Permit - To Use Special Use Area	\$ 50.00	Per event
Permit - To Use Sidewalk Area for Furniture	\$ 50.00	Per 50 feet of street frontage used, rounded up.
<b>Photocopies &amp; Printouts</b>		
8.5" x 11"	\$ 0.50	
8.5" x 14"	\$ 0.75	
11" x 17"	\$ 1.00	
Up to 36" x 36"	\$ 6.00	
Color Copies: 8.5" x 11"	\$ 1.00	
Color Copies: 8.5" x 14"	\$ 1.25	
Reproduction of Audio/Video from City Meetings	\$ 20.00	Per Cassette/CD/DVD
Police Reports	\$ 20.00	Per case (Up to 30 pages)
Reproduction of Digital Photos/Audio/Video from Police Department	\$ 20.00	Per Cassette/CD/DVD
Public Records Request	\$ 20.00	Deposit. If staff time is less than 15 min, deposit is refunded. If staff time is more than 15, labor is charged to the 1/4 hour
Lien Search	\$ 26.00	Per Lien Search
Declaration of Candidacy Fee	\$ 50.00	
Advertising Bench - Annual Inspection Fee	\$ 5.00	Per bench
Reinspection Fee by CRFR for noncompliance with code provisions	\$ 50.00	Per reinspection
CD/DVD request for information & video	\$ 20.00	
Special Abatement of Illegal Notices or Advertisements	\$ 10.00	Per notice or advertisement





## St. Helens Universal Fee Schedule

LIBRARY FEES		
Fines for overdue adult books, magazines, audio recordings and CDs	\$ 0.15	Per item per day. Max fine \$10 per item
Fines for overdue juvenile/children's and young adult/teen books, magazines, audio recordings, CDs, and DVDs	\$ —	Overdue fines are not assessed for items in the youth collections. If youth materials have not been returned 21 days after their due date, the item will be assumed lost and the appropriate fees will be charged. If the item is returned in good condition and there are no outstanding issues with the patron's account, the lost item fee will be waived.
Fines for overdue DVDs and other video recordings	\$ 0.50	Per item per day. Max fine \$10 per item
Fines for overdue Cultural Pass	\$ 1.50	Per pass per day. Max fine of \$10 per pass.
Nonresident Borrower Card Fee	\$ 35.00	Per year
	\$ 10.00	Per three (3) months
Resident Business Borrower Card Fee	\$ -	No charge. A borrower card for a resident business must be issued in the business's name. Business owner must show a valid City of St. Helens resident business license as well as the business owner's Oregon driver's license to register for a card. The card may be used by employees of the business with the owner's authorization.
Oregon Library Passport Program Card	\$ -	No charge. Cardholders are limited to a maximum of 5 items checked out at a time and a maximum of 3 holds and do not have access to cultural passes, digital loans, or interlibrary loan services.
Interlibrary Loan	\$ 3.00	Per item
Fees for Lost or Destroyed Materials		As long as a lost item is returned in good condition within three (3) months of having been paid, a full refund will be given.
Books, magazines, recordings, DVDs, CDs, or any other material	->	Original list price
Cultural Pass	\$ 30.00	
Replacing a borrower's lost card	\$ 2.00	
Missing bar code label	\$ 2.00	
Lost or damaged case for CDs and DVDs	\$ 5.00	
Lost or damaged insert for CDs and DVDs	\$ 7.00	
Meeting Room Fees		Non-profit, public educational, and governmental organizations that do not charge fees for events scheduled in meeting rooms will be exempt from meeting room fees, as long as their use of the rooms happens during normal Library hours. For after-hours events, the appropriate hourly rate will still be charged.
Auditorium	\$25.00	Per hour
	\$75.00	Per half day (up to 4 hours)
	\$150.00	All day (Open hours)



### St. Helens Universal Fee Schedule

Armstrong	\$20.00	Per hour
	\$50.00	Per half day (up to 4 hours)
	\$95.00	All day (Open hours)
Both Rooms	\$40.00	Per hour
	\$110.00	Per half day (up to 4 hours)
	\$210.00	All day (Open hours)
Use of one or both meeting rooms outside normal Library hours	\$ 45.00	Per hour
Makespace consumable materials	->	Current market price, as listed in the Makespace



## St. Helens Universal Fee Schedule

MUNICIPAL COURT FEES	
Civil Compromise Costs	\$ 300.00
Collection Fee per ORS 137.118 (3) (Maximum \$250)	25%
Community Service Fee	\$ 2.00 Per hour
Default Judgment	\$ 20.00
Discovery	\$ 20.00 Per case number (up to 30 pages)
Driver's License Reinstatement/Offense (City Portion)	\$ 20.00
Driving Record - Traffic Offenses Only (non-certified)	\$ 1.00
Failure to Appear for Bench Trial	\$ 150.00
Failure to Appear for Jury Trial	\$ 300.00
Installment Fee - for 6 month plan	\$ 25.00
Installment Fee - for 12 month plan	\$ 50.00
Warrant Issued	\$ 100.00
Withholding on County Assessment	10% at monthly distribution
Expungements	<del>\$ 252.00</del>
Probation Violation	\$ 50.00
Court Appointed Attorney Rates - Misdemeanor	\$ 200.00 Per misdemeanor with maximum of \$400 unless approved by court
Court Appointed Attorney Rates - Probation Violation	\$ 125.00 Per case with maximum of \$250 unless approved by court
Court Appointed Attorney Rates - Bench Trial	\$ 400.00
Court Appointed Attorney Rates - Jury Trial	\$ 600.00



## St. Helens Universal Fee Schedule

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



### St. Helens Universal Fee Schedule

SOCIAL GAMING FEES		
Non-refundable Application Fee	\$ 50.00	Per 12 month lease
License Fee for 1-10 Tables	\$ 50.00	Per 12 month lease
License Fee for each additional table over 10	\$ 10.00	Per table per 12 month lease



## St. Helens Universal Fee Schedule

ENGINEERING FEES		
Design Review Fee	1%	Based on Engineer's Estimate
Permit for Construction of Public Improvements & Project Inspection	2%	Based on Revised Engineer's Estimate
Right-Of-Way Permit	\$ 50.00	
Pavement Disturbance Fee	\$ 50.00	Fee waived for projects < \$1,000 or if part of Construction Permit
Erosion Control Permit & Inspection	>	Included with Construction Permit
Other Special Services	\$ 30.00	0
Right-Of-Way Permit:	\$ 100.00	Fee waived for projects with a value of less than \$1,500 or if part of a permit for the construction of public improvements.
<i>Required for work performed in the public right-of-way, including pavement cuts, utility construction, maintenance, or repair, sidewalk construction or repair, driveways, curb cuts, aerial work, temporary street/right-of-way use, and parklets.</i>		
Pavement Disturbance Fee:	\$ 100.00	Fee waived for projects with a value of less than \$1,500 or if part of a permit for the construction of public improvements.
<i>Assessed to the Right-of-Way Permit fee for work in the public right-of-way that cuts, damages, removes, replaces, mars, trenches, digs, bore, or disturbs pavement. Includes paved streets, bikeways, driveways, curbs, sidewalks, or other paved areas in the right-of-way.</i>		
Plan Review for Public Improvements:	2.0% based on the Engineer's Preliminary Project Cost Estimate	Plan Review fee includes up to three plan review iterations, after which additional plan review fees will apply.
<i>Design plan review is the first step for private development projects that require improvements to or expansion of streets, sidewalks, curbs, driveways, storm drainage facilities, sanitary sewer, water main extensions, or other improvements in the public right-of-way.</i>		
Plan Review - Additional Reviews	\$120/hour, 1 hour minimum	Plan review fees for plan reviews that exceed three review iterations.
Permit for the Construction of Public Improvements	3.0% based on the Engineer's Final Project Cost Estimate	Permit issued after plans have been reviewed and approved by the Engineering Division. Fee includes the cost of inspections.
Blasting Permit:	\$ 1,200.00	Fee includes Blast plan compliance inspections.
<i>Required for all blasting operations and the use of explosives in City limits.</i>		
Engineering Services for Building Permits	\$320 each	Fee includes System Development Charges (SDCs) review, plan review, and up to three inspections, including final inspection.



## St. Helens Universal Fee Schedule

Fee for Additional Engineering Inspections	\$75/hour, 1 hour minimum	Engineering inspections for any work performed in the public right-of-way not covered by an existing permit or fee.
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## St. Helens Universal Fee Schedule

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





### St. Helens Universal Fee Schedule

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



## St. Helens Universal Fee Schedule

PARKS AND RECREATION FEES		
Park Areas for Reservation		
McCormick Park		
Area 1 - Veterans Pavilion	\$ 25.00	Per 3 hour Session
Areas 2-4	\$ 15.00	Per 3 hour Session
Campbell Park		
Areas 1-2	\$ 15.00	Per 3 hour Session
Columbia View Park		
Area 1 - Gazebo Amphitheater	\$ 25.00	Per 3 hour Session
Field Areas for Reservation		
McCormick Park		
Softball Fields 1-2	\$ 10.00	Per 3 hour Session
T-ball Fields 1-2	\$ 5.00	Per 3 hour Session
Soccer Field (Combines both T-ball Fields)	\$ 10.00	Per 3 hour Session
6th Street Park		
Baseball Fields 1-2	\$ 5.00	Per 3 hour Session
Campbell Park		
Softball Fields 1-2	\$ 10.00	Per 3 hour Session
Recreation Center		
Softball Fields 1-3	\$ 5.00	Per 3 hour Session
Dock use registration	\$15.00	Per 72 hour visit
Dock electrical connection	\$5.00	Per visit
Recreation Center		
Recreation Center Rental	\$ 30.00	Per Hour
Security Deposit (refundable)	\$ 50.00	Refundable security deposit
Rental Addition - Project/Screen	\$ 10.00	Flat one time fee
Rental Addition - Microphone/Sound	\$ 10.00	Flat one time fee
Community Center		
Community Center Small Meeting Room	\$ 10.00	Per Hour Non-profits 50% reduction with proof of non-profit letter
Community Center Main Room Rental (kitchen not rentable)	\$ 25.00	Per Hour Non-profits 50% reduction with proof of non-profit letter
Community Center Theatre Room Rental	\$ 25.00	Per Hour Non-profits 50% reduction with proof of non-profit letter
Toddler Play Gym ages 0-5 years old	\$ 25.00	Per Hour
Late Fees		
General Park Use (7 business days)	\$ 10.00	
Public Assembly (45 business days)	\$ 25.00	
Parade & Walks (45 business days)	\$ 50.00	
Tournament Fee	\$ 10.00	Per Team



## St. Helens Universal Fee Schedule

Use of Field Lights	\$ 25.00
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## Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

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

Date: May 18, 2022

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Suggestion Box Report attached.

Business Licenses Report(s) attached.

# Suggestion Boxes

## City Hall – Council Chambers Lobby

Date Received	Comment	Suggestion	Response Requested?	Name and Contact Information	Overall Customer Service Rating	Date to Council for Review	Staff Assigned	Staff Follow-up Actions	Date Closed
12/1/21	What is update on lagoon?		Yes	Shauna Harrison 971-219-0975		5/18/22		Press Release update available here: <a href="https://www.sthelensoregon.gov/waterfront/page/st-helens-takes-next-steps-central-waterfront-project">https://www.sthelensoregon.gov/waterfront/page/st-helens-takes-next-steps-central-waterfront-project</a>	

## Library

Date Received	Comment	Suggestion	Response Requested?	Name and Contact Information	Overall Customer Service Rating	Date to Council for Review	Staff Assigned	Staff Follow-up Actions	Date Closed
11/18/21	Tari and Cameron helped me on the computer for a job application. Thank you both. Thank you for not giving up on me and all the different websites. Wow!		No		Great	5/18/22			
2/8/22	Makerspace is so wonderful. Learning so much and excellent family time. Allen is amazing and very patient.	I'm sad that I have to pay for a library card. (I live outside city limits.) Thank you for Makerspace.	No	Rebecca Goss 503-929-7287	Great	5/18/22			

## City Hall – 1<sup>st</sup> Floor Lobby/Water Department Lobby/ Municipal Court Lobby

Date Received	Comment	Suggestion	Response Requested?	Name and Contact Information	Overall Customer Service Rating	Date to Council for Review	Staff Assigned	Staff Follow-up Actions	Date Closed
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None received.

PACKET: 00363 04/26/22 Business License App 4/26/22 Business License App  
 SEQUENCE: Contact

Signature *JUL*  
 Date: 4-28-22

ID	PERIOD	-----NAME-----	LICENSE CODE	BALANCE
00184	1/01/22- 1/01/23	*FAVORITE CLEANING SERVICES	JANITOR JANITORIAL SERVICES	0.00
00858	3/13/22- 3/13/23	*HANDYMAN ACE	CONTGEN CONTRACTOR-GENERAL	0.00
01081	3/31/22- 3/31/23	*SUNNY DAY CONSTRUCTION LLC	CONTGEN CONTRACTOR-GENERAL	0.00
00133	1/01/22- 1/01/23	*TONY MANDELLA'S FIN CARPENTRY	CONTMISC CONTRACTOR-MISC.	0.00
00880	3/30/22- 3/30/23	2 BROKE GIRLS & A GUY	2NDHAND 2ND HAND DEALER/PAWN	0.00
00560	2/10/22- 2/10/23	ACUREN INSPECTION	MISC MISCELLANEOUS	0.00
01082	4/04/22- 4/04/23	AG MECHANICAL LLC	CONTHVAC CONTRACTOR-HVAC	0.00
01096	4/20/22- 4/20/23	ASSOCIATED PLUMBING CO	CONTPLUM CONTRACTOR-PLUMBING	0.00
01072	3/15/22- 3/15/23	B'S BOOTY	2NDHAND 2ND HAND DEALER/PAWN	0.00
00903	4/23/22- 4/23/23	BASIC FIRE PROTECTION IN	CONTMISC CONTRACTOR-MISC.	0.00
00366	2/01/22- 2/01/23	BEYOND THE FOREST, LLC	PHOTO PHOTOGRAPHY	0.00
00817	3/12/22- 3/12/23	BLACKBURN KATHY	2NDHAND 2ND HAND DEALER/PAWN	0.00
00200	1/01/22- 1/01/23	COINSTAR ASSET HOLDINGS LLC	MISC MISCELLANEOUS	0.00
00201	1/01/22- 1/01/23	COINSTAR ASSET HOLDINGS LLC	MISC MISCELLANEOUS	0.00
00202	1/01/22- 1/01/23	COINSTAR ASSET HOLDINGS LLC	MISC MISCELLANEOUS	0.00
00145	1/01/22- 1/01/23	CONTROL SOLUTIONS INC.	SALESERV SALES/SERVICE/MAINT	0.00
00815	3/12/22- 3/12/23	CURIOSITY MARKET LLC	2NDHAND 2ND HAND DEALER/PAWN	0.00
00748	3/11/22- 3/11/23	DE TEMPLE COMPANY INC	CONTPLUM CONTRACTOR-PLUMBING	0.00
01092	4/14/22- 4/14/23	DESCHUTES TITLE	REALEST REAL ESTATE	0.00
01095	4/18/22- 4/18/23	G SMITH HOLDINGS	RENTRESI RENTAL - RESIDENTIAL	0.00
00909	4/30/22- 4/30/23	GEODESIGN INC	CONSULT CONSULTING	0.00
00161	1/01/22- 1/01/23	GREAT CLIPS	BEAUTYSH BEAUTY/BARBER SHOP	0.00
01097	4/20/22- 4/20/23	HEALING HANDS THERAPEUTIC	MASSAGE MASSAGE	0.00
00165	1/01/22- 1/01/23	HELLER ENTERPRISES	MACHSHOP MACHINE SHOP	0.00
01083	4/06/22- 4/06/23	HOLLENBACH & HURD INC	EXCAV EXCAVATION	0.00
01091	4/14/22- 4/14/23	JCM UTILITY DEVELOPMENT INC	CONTMISC CONTRACTOR-MISC.	0.00
00709	3/09/22- 3/09/23	KALBERERS MEDIATION	MISC MISCELLANEOUS	0.00
00814	3/12/22- 3/12/23	KEZEFF'S CURIOUS GOODS LLC	2NDHAND 2ND HAND DEALER/PAWN	0.00
00553	2/09/22- 2/09/23	KLS SURVEYING INC	SURVEY SURVEYOR	0.00
00415	2/01/22- 2/01/23	KOHI	RADIO RADIO STATION	0.00
01090	4/11/22- 4/11/23	LEATHERWOOD FAMILY ENTERPRISES	MISC MISCELLANEOUS	0.00
00856	3/13/22- 3/13/23	LISA'S	2NDHAND 2ND HAND DEALER/PAWN	0.00
00828	3/12/22- 3/12/23	LP FERRELLGAS	DELIVERY DELIVERY SERVICE	0.00
00848	3/13/22- 3/13/23	NESSY'S NICK NACKS	2NDHAND 2ND HAND DEALER/PAWN	0.00
01087	4/11/22- 4/11/23	PIXEL BOKEH PRODUCTIONS LLC	MISC MISCELLANEOUS	0.00
00715	3/10/22- 3/10/23	REAL EYE ZING ART LLC	ART ART	0.00
00766	3/11/22- 3/11/23	RESER'S FINE FOODS INC	DELIVERY DELIVERY SERVICE	0.00
00100	1/01/22- 1/01/23	REX D MURRAY D.M.D	DENTAL DENTAL CARE	0.00
00888	5/01/22- 5/01/23	RICHARDSON'S FURNITURE	RETFURN RETAIL - FURNITURE	0.00
00784	3/11/22- 3/11/23	RUBY RHINO VINTAGE	2NDHAND 2ND HAND DEALER/PAWN	0.00
01088	4/11/22- 4/11/23	SAINT HELLIONS GRILL	FOODCART FOOD TRUCK	0.00
01089	4/11/22- 4/11/23	T&T TRUE THAI LLC	FOODCART FOOD TRUCK	0.00
00270	1/01/21-12/31/21	VAULT ELITE CHEER	PHYSFIT PHYSICAL FITNESS	0.00
01093	4/18/22- 4/18/23	WILD THYME TRAVELER	2NDHAND 2ND HAND DEALER/PAWN	0.00

PACKET: 00363 04/26/22 Business License App 4/26/22 Business License App

SEQUENCE: Contact

LICENSE CODE	TOTAL	BALANCE
2NDHAND 2ND HAND DEALER/PAWN	9	0.00
ART ART	1	0.00
BEAUTYSH BEAUTY/BARBER SHOP	1	0.00
CONSULT CONSULTING	1	0.00
CONTGEN CONTRACTOR-GENERAL	2	0.00
CONTHVAC CONTRACTOR-HVAC	1	0.00
CONTMISC CONTRACTOR-MISC.	3	0.00
CONTPLUM CONTRACTOR-PLUMBING	2	0.00
DELIVERY DELIVERY SERVICE	2	0.00
DENTAL DENTAL CARE	1	0.00
EXCAV EXCAVATION	1	0.00
FOODCART FOOD TRUCK	2	0.00
JANITOR JANITORIAL SERVICES	1	0.00
MACHSHOP MACHINE SHOP	1	0.00
MASSAGE MASSAGE	1	0.00
MISC MISCELLANEOUS	7	0.00
PHOTO PHOTOGRAPHY	1	0.00
PHYSFIT PHYSICAL FITNESS	1	0.00
RADIO RADIO STATION	1	0.00
REALEST REAL ESTATE	1	0.00
RENTRESI RENTAL - RESIDENTIAL	1	0.00
RETFURN RETAIL - FURNITURE	1	0.00
SALESERV SALES/SERVICE/MAINT	1	0.00
SURVEY SURVEYOR	1	0.00
TOTAL ALL CODES:	44	0.00

PACKET: 00363 04/26/22 Business License App 4/26/22 Business License App

SEQUENCE: Contact

\*\*\* SELECTION CRITERIA \*\*\*

License Range: thru ZZZZZZZZZZ

License Codes: All

Balance: 9999999999R thru 9999999999

Fee Codes: All

Fee Paid Status: Paid and Unpaid

Origination Dates: 0/00/0000 thru 99/99/9999

Effective Dates: 0/00/0000 thru 99/99/9999

Expiration Dates: 0/00/0000 thru 99/99/9999

Renewal Dates: 0/00/0000 thru 99/99/9999

Payment Dates: 0/00/0000 thru 99/99/9999

Print Dates: 0/00/0000 thru 99/99/9999

License Status: Active

Termination Code:

Paid Status: Paid

City Limits: Inside and Outside

Printed: No

Comment Code:

\*\* END OF REPORT \*\*