

‘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		
	GROSS	NET	2S	3S	4S
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	\$300.00	per MBF, net scale
Western Redcedar	\$1,000.00	per MBF, net scale
Hardwood saw logs	\$275.00	per MBF, net scale
Conifer & Hardwood utility logs	\$30.00	per MBF, net scale
Pulp logs and pulpwood chunks	\$5.00	per ton, load weight

By 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.

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 log production.
- 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

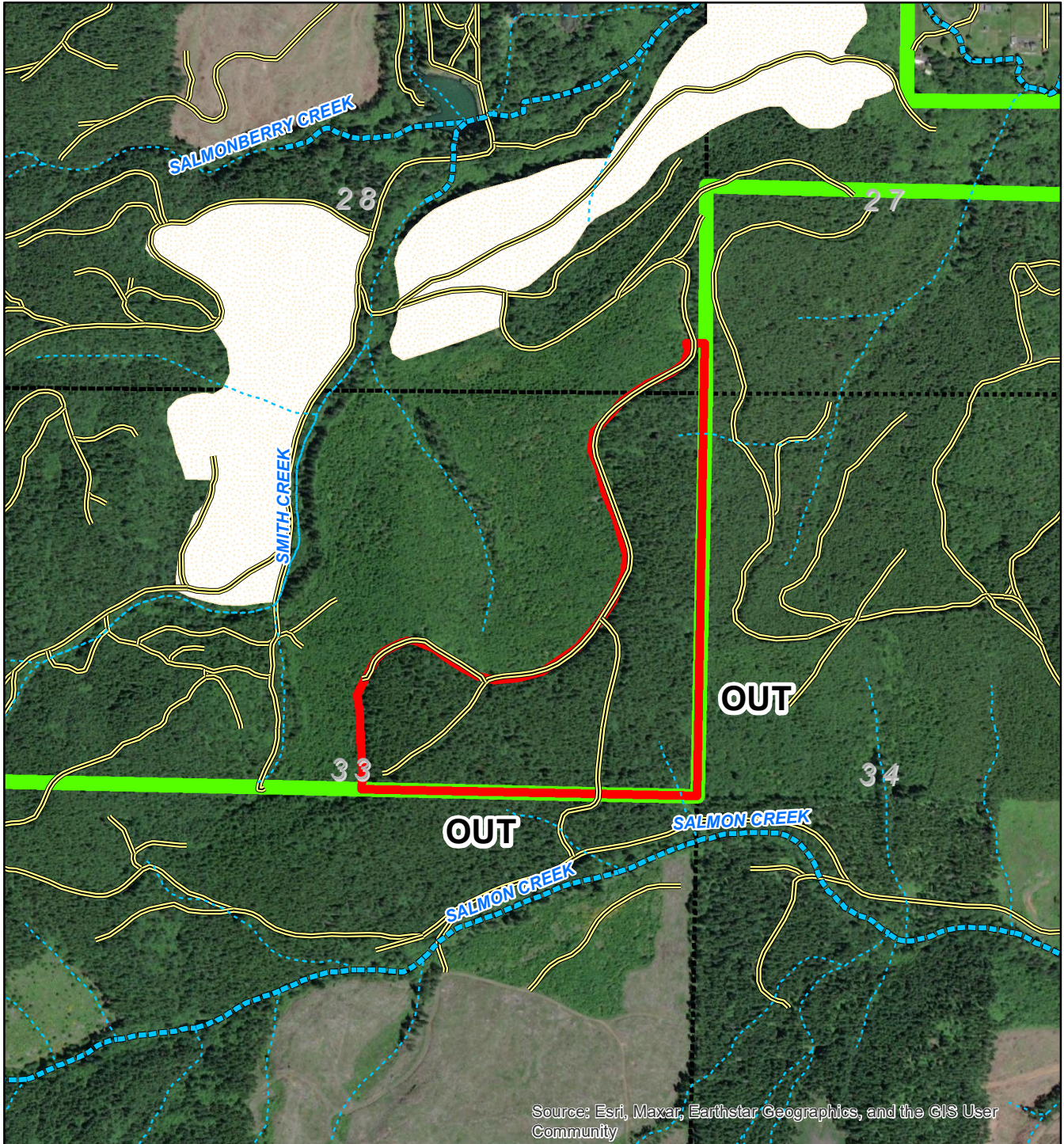
The Buyer is advised that should the harvest of the timber to be sold hereunder be impeded or prevented due to Federal and/or State laws and rules and regulations pursuant thereto regarding environmental matters and/or threatened and endangered species, Seller has the exclusive right to either eliminate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

Exhibit A

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



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**

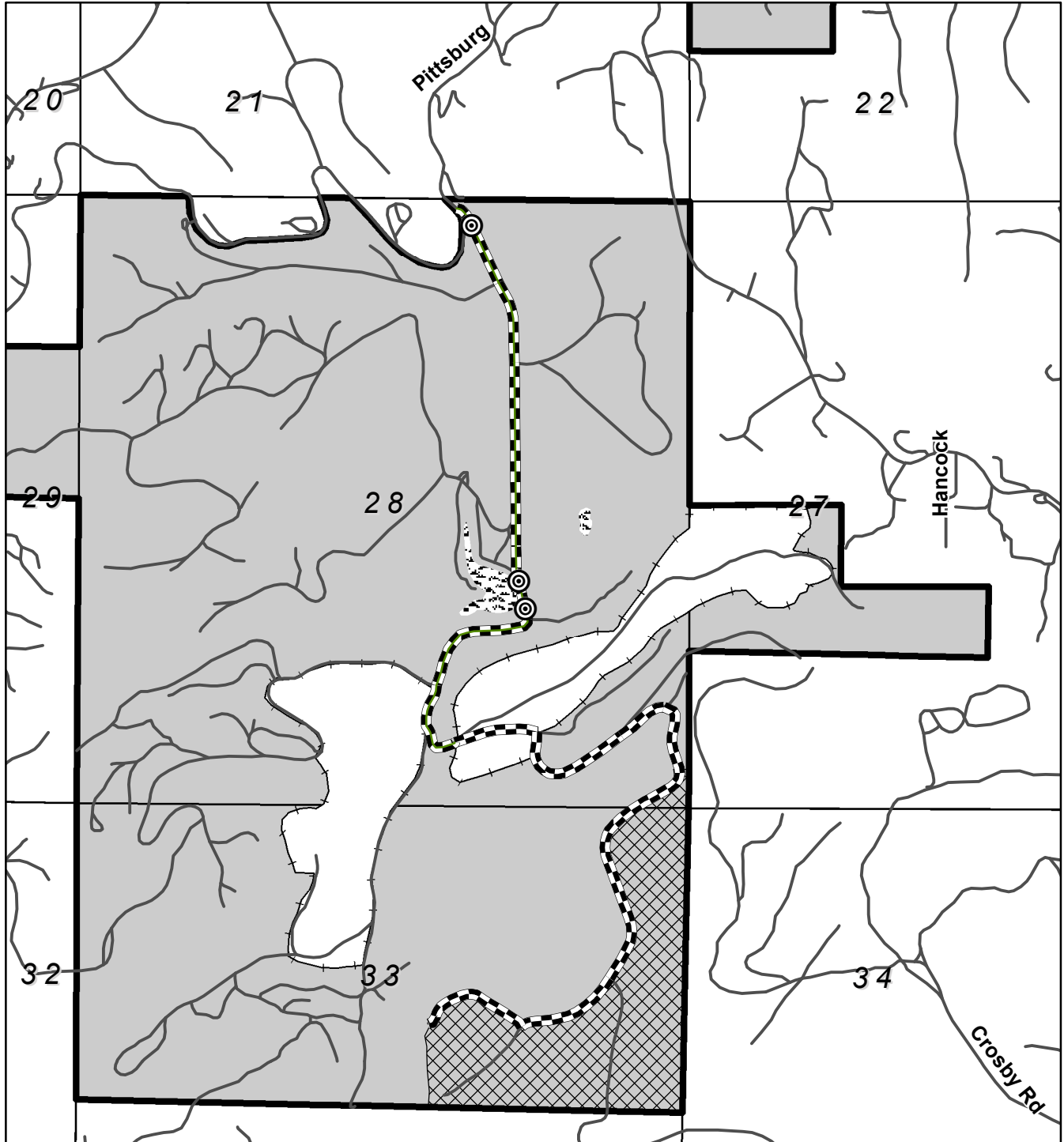










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Projection: NAD83, State Plane Oregon North

Exhibit A1

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

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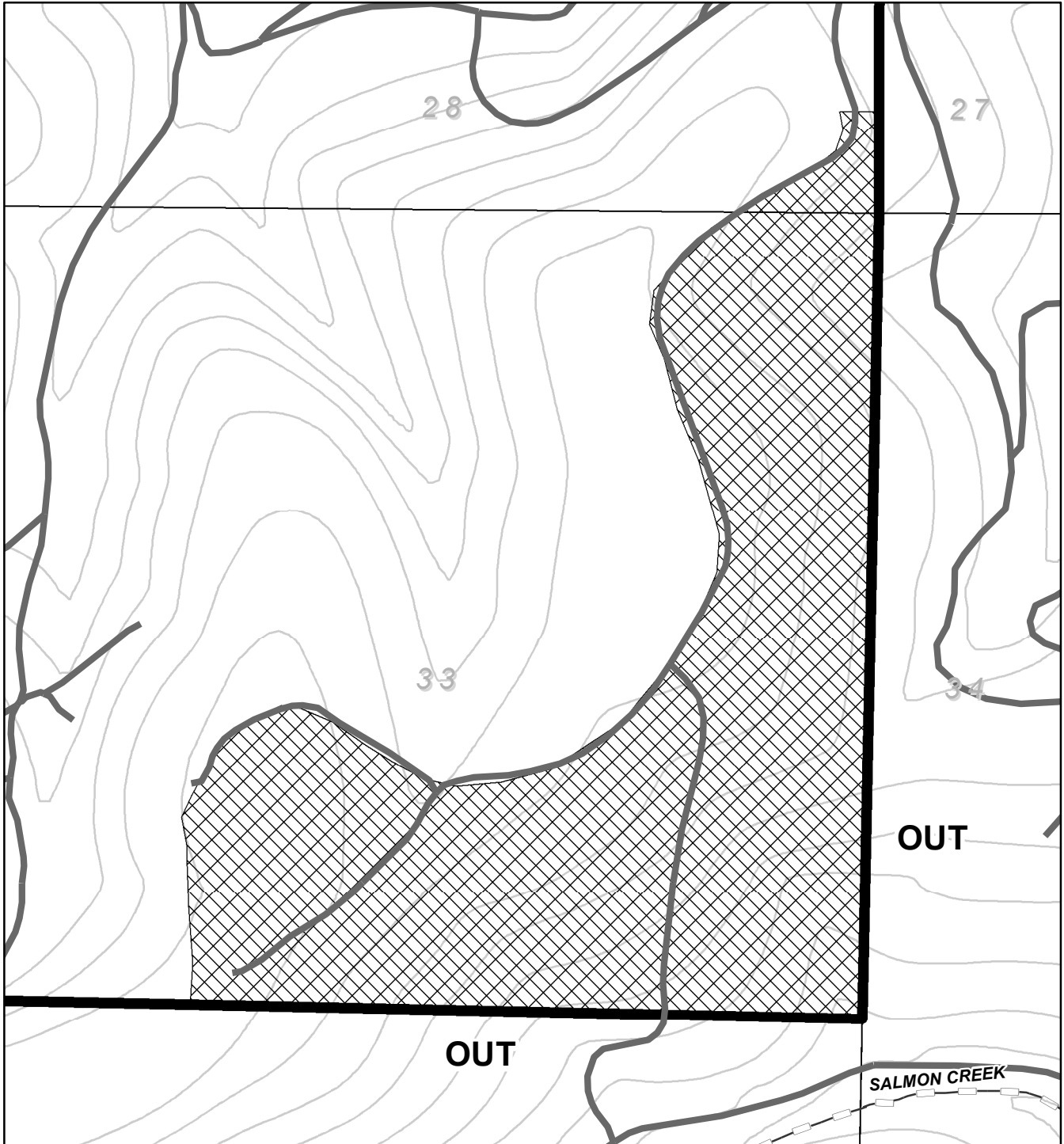


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



Projection: NAD83, State Plane Oregon North

Exhibit A2

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)



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GIRARD**



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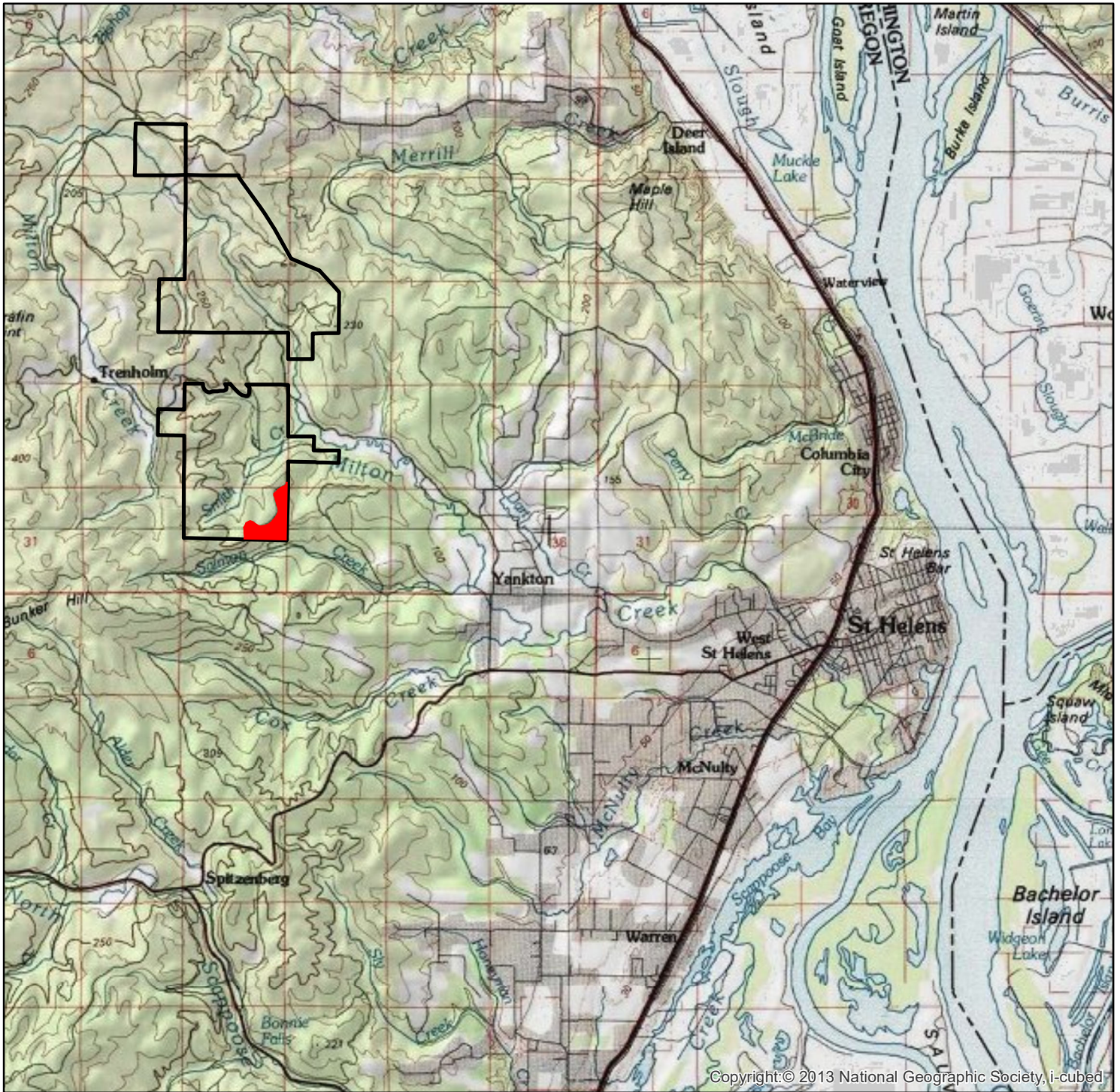
1 inch = 500 feet

Projection: NAD83, State Plane Oregon North

Exhibit B - Vicinity Map

City of St Helens Milton Creek Watershed

2022 Timber Sale - 'Salmon'



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 'Salmon' Timber Sale
 St Helens Ownership



1 inch = 2 miles

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Projection: NAD83, State Plane Oregon North

'SALMON'

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