

AGENDA

Thursday, May 2, 2013 - 10:00 AM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2013-26

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance
- Approval of Order of Agenda

II. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the hearing. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

III. PUBLIC HEARINGS *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. Second Reading of Ordinance No. 01-2013 Amending Chapter 1.03 (Reserve Powers) of the Clackamas County Code - Proposed Ordinance Clarifies the County's Ability to Address Public Safety Issues Related to Public Rail Transit (Dan Chandler, County Administration) *first reading was April 18, 2013*
2. Board Order No. _____ Levying the Final Assessments for Assessment District 2009-1 for the Costs of Construction of Sanitary Sewer Improvements within Clackamas County Service District No. 1 (Kathy Frasier, Water Environment Services)

IV. DISCUSSION ITEMS *(The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)*

~NO DISCUSSION ITEMS SCHEDULED

V. CONSENT AGENDA *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Study Session. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Health, Housing & Human Services

1. Approval of the Housing and Community Development 2013 Action Plan

B. Finance Department

1. Approval of Cooperative Service Agreement between Clackamas County and the US Department of Agriculture, Animal and Plant Health Inspection Services and Wildlife Services for Predator Management

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

D. Business & Community Services

1. Approval of the Timber Sale Contracts for the Elwood Timber Sale with Interfor Pacific Inc.

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

<http://www.clackamas.us/bcc/business.html>



STEVE WHEELER
COUNTY ADMINISTRATOR

OFFICE OF THE COUNTY ADMINISTRATOR

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

May 2, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Second Reading of Ordinance No. 01-2013 Amending Chapter 1.03 (Reserved Powers)
of the Clackamas County Code

Purpose/Outcome	Clarification of County Code regarding use of County resources for Public Rail Transit.
Dollar Amount and Fiscal Impact	This ordinance is revenue-neutral, as it does not mandate or authorize any new activity.
Funding Source	N/A
Safety Impact	The proposed ordinance clarifies the County's ability to address public safety issues related to public rail transit.
Duration	N/A
Previous Board Action/Review	The First Reading and Public Hearing was held April 18, 2013. A Public Study was held March 19, 2013. A Public Listening Post was held in the Fall of 2012.
Contact Person	Dan Chandler, Strategic Policy Administrator, 503-742-5394

BACKGROUND

Attached is a proposed Ordinance amending Chapter 1.03 of the Clackamas County code.

Measure 3-401 was passed by County voters in September, 2012. The operative provision of Measure 3-401 reads as follows:

The Board of County Commissioners may not authorize the use of county resources for the financing, design, construction or operation of any public rail transit system without first obtaining the approval of county voters at an election on an authorization ordinance.

Clackamas County Code § 1.03.010

Most Ballot Measures or initiatives require additional legislation or administrative rules to clarify or implement them. We are proposing an ordinance to clarify what is meant by the terms "financing, design, construction or operation."

The proposed ordinance is intended to be consistent with Measure 3-401, but will provide some clarity to staff and the community regarding issues of public safety, the ability to look out for the County's interests in state and regional discussions, and the ability for staff to continue to perform activities required by state law, including engineering review, survey work and permit processing.

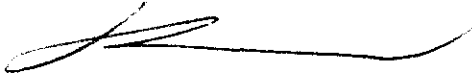
There a number of activities undertaken by Clackamas County that might be construed to involve the design or operation of Public Rail Transit. However, in most cases the activities are mandated by state law, and do not involve the use of County resources for the design or operation of rail transit. Public safety issues are an example, as are normal staff activities such as processing permits or engineering review to assure crossing safety.

Other County activities may involve attendance at meetings where public rail transit is discussed at a planning level. An example would be attending to keep the County informed as to high speed passenger rail plans. The proposed ordinance assures that no County resources would be committed to financing, design, construction or operation at such meetings.

Recommendation:

Staff recommends the Board of County Commissioners read the Ordinance by title only and adopt the Ordinance.

Respectfully Submitted:



Dan Chandler
Strategic Policy Administrator

ORDINANCE No. 01-2013

An Ordinance Amending Chapter 1.03, Reserved Powers, of the Clackamas County Code

WHEREAS, the voters of Clackamas County approved the language currently contained in Chapter 1.03, Reserved Powers at the September 18, 2012 election; and

WHEREAS, the current language needs clarification; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 1.03, Reserved Powers, of the Clackamas County Code is hereby amended by adding Section 1.03.020 to read as follows:

1.03.020 Use of County Resources

Nothing in this chapter shall preclude the use of County resources for the following:

- A. Any activity directly related to emergency response, law enforcement or public safety.
- B. Attendance at or participation in state or regional bodies or groups where public rail transit issues are discussed or deliberated, provided no commitments of County resources are made for financing, design, operation or construction of public rail transit.
- C. The discussion or incorporation of public rail transit elements where required as an element of a local land use plan or transportation system plan, provided no commitments of County resources are made for financing, design, operation or construction of public rail transit.
- D. Staff time and resources used for processing permits, engineering review, survey work, code enforcement or other staff activities related to public rail transit, where such activities are required by law or fall within the normal course of staff responsibilities, including the presentation of items for consideration by the Board of Commissioners.
- E. Activities related to the preparation, consideration or presentation of an authorizing ordinance under this Chapter.

ADOPTED this 2nd day of May, 2013

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

May 2, 2013

Board of Commissioners
Clackamas County

Members of the Board:

**BOARD ORDER LEVYING THE FINAL ASSESSMENTS FOR
ASSESSMENT DISTRICT 2009-1 FOR THE COSTS OF CONSTRUCTION OF
SANITARY SEWER IMPROVEMENTS WITHIN
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 (CCSD#1)**

Purpose/Outcome:	Levying the final assessments for sanitary sewer improvements within Assessment District 2009-1 (AD2009-1) in CCSD#1, North Clackamas Revitalization Area; receive objections to individual final assessments.
Dollar Amount and Fiscal Impact	The final project cost to be allocated to the benefited properties within AD2009-1 is \$10,046,471.50. CCSD#1 anticipates generating sufficient revenue to retire all debt and other District costs through assessments on the benefited properties. There is no impact to the County General Fund or CCSD#1 ratepayers.
Funding Source	The project was underwritten by an Oregon Department of Environmental Quality Clean Water State Revolving Fund loan; a 2009 American Recovery and Reinvestment (ARRA) loan, and the general funds of Clackamas County Service District No. 1 (CCSD#1).
Safety Impact	None
Duration	AD2009-1 will remain open until final payment is made by all assessed properties, which should take place no later than 2033.
Previous Board Action/Review	Final Cost Report for AD2009-1 accepted by Order 2013-20 and Public Hearing to Receive Objections Set for May 2, 2013.
Contact Person	Mike Kuenzi, Director – Water Environment Services – 503-742-4560

BACKGROUND:

Following an extensive public process in 2008, and after receiving a legally sufficient number of qualified petitions requesting annexation, this area of unincorporated Clackamas County was annexed to Clackamas County Service District No. 1 (CCSD#1) by Order 2008-136.

On behalf of CCSD#1, Water Environment Services (WES) staff then developed a project estimate and obtained a loan to finance construction through the Oregon Department of Environmental Quality's (ODEQ) Clean Water State Revolving Fund. The Engineer's Report was submitted and formation of Assessment District 2009-1 proposed for the purpose of generating sufficient revenue to retire this debt over time through assessments on the benefited properties. Following acceptance of the Engineer's Report by Order 2009-08 on January 29, 2009, Estimates of Assessments based on the project estimate and proposed assessment methodology were mailed to all property owners within proposed AD2009-1 on January 29, 2009. Two public hearings were held to receive testimony and written objections to formation of the assessment district and the methodology. At the conclusion of the public hearings, as objections received were less than 50% of the property owners representing 50% of the affected property, Assessment District 2009-1 was formed by Order 2009-20, and the Board directed WES staff to proceed with final design and construction of the sewer system.

The three-phase project was completed on schedule in fall 2012 at a final cost of \$12,117,542.50, 4.6% below the 2009 estimate of \$12,700,000. A grant from the 2009 American Recovery and Reinvestment Act in the amount of \$2,071,071.00 was deducted from the final actual cost. The Board accepted the Final Cost Report in the amount of \$10,046,471.50 on April 11, 2013, and set the May 2, 2013 public hearing to receive objections to individual final assessments. Notices of Intent to Assess and Public Hearing were mailed to the 932 property owners within AD2009-1 on April 11, 2013.

Objections received and staff responses as of the date of this report are attached, and staff will provide an update prior to the public hearing.

The attached Exhibit "A" has been prepared for the final assessments of these sanitary sewer improvements, designated by Board Order No. 2009-20 as Assessment District 2009-1 for the construction of public sanitary sewer improvements benefiting 932 properties within the North Clackamas Revitalization Area, Clackamas County Service District No. 1 service area. Assessments in CCSD#1 shall, so far as practicable, be apportioned in accordance with the special and peculiar benefits each parcel of land receives from the service facilities.

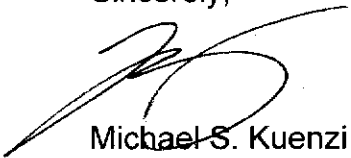
This final assessment has been prepared to comply with state statutes and Board Order 75-285, dated March 5, 1975.

The Board, as governing body of CCSD#1 and pursuant to the adopted ordinances, has the power to allocate assessments. The Engineer's Report outlines the methodology used to calculate the assessments, which has three components: the General Benefit, a variable amount proportional to total property acreage; one Basic Unit Benefit, a fixed cost for the point of connection to the public system; and one (or more, if requested) Service Lateral Benefit, also a fixed cost for the private service lateral pipe constructed. The total amount due to ODEQ is fixed; therefore, any changes to a single assessment will impact others. If decreased, then other properties within the assessment district must bear that cost or the ratepayers of CCSD#1 must pay for this growth-related activity.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 1, approve this Order with attached Exhibit "A" consistent with the methodology of the Engineer's Report to levy the final assessments as shown.

Sincerely,



Michael S. Kuenzi
Director

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Levying Assessments
for the Costs of Construction of Sewer
Mains in Assessment District 2009-1
within Clackamas County Service
District No. 1.

ORDER NO.
Page 1 of 2

This matter comes before the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of Clackamas County Service District No. 1, and it appearing to the Board that Order No. 2009-20 defined Assessment District No. 2009-1 for the purpose of assessing the costs of construction of lateral sewers, street mains, and similar facilities within a portion of Clackamas County Service District No. 1, and

It further appearing that thereafter the Director of Water Environment Services submitted to the Board a final report defining the improvements consisting of construction of lateral sewers, street mains, and related facilities, including easements within Assessment District 2009-1 and that by Order No. 2013-20 the Board approved said final report and ordered that a hearing be held thereon as required by law, and

It further appearing to the Board that the total cost of the project is \$10,046,471.50 and that the lots, parcels, and tracts described in Exhibit "A", attached hereto and by this reference incorporated herein, are lots, parcels, and tracts specially benefited by said improvement and the Board now being fully advised, now therefore,

IT IS HEREBY ORDERED that the lots, parcels, and tracts described in Exhibit "A" be and they hereby are assessed or assigned collection sewer charges for their apportioned share of the cost of the improvement in the amounts set forth in said Exhibit "A", and

IT IS FURTHER ORDERED that the owners of the property herein assessed are entitled to pay said assessment in installments over a period not to exceed twenty (20) years together with interest at five (5.0%) per annum, and

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Levying Assessments
for the Costs of Construction of Sewer
Mains in Assessment District 2009-1
within Clackamas County Service
District No. 1.



ORDER NO.
Page 2 of 2

IT IS FURTHER ORDERED that the
notice of assessment shall provide that the owners of property assessed shall have
forty-five (45) days from the date of mailing of the notice in which to apply to pay the
assessment in installments.

IT IS FURTHER ORDERED that this
order along with the attached Exhibit "A" shall be recorded in land records.

DATED this ____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
acting as governing body of
Clackamas County Service District No. 1

Chair

Recording Secretary

Assessment District 2009-1

Exhibit "A"

Table with columns: Tax Lot Number, Owner, Parcel Address, State, ZIP, County, City, and various tax assessment values (2012, 2011, 2010, etc.).

Assessment District 2009-1

Parcel ID	Map	Legal Desc	Owner	Acres	2007 Assesmt	2008 Assesmt	% Change	General Rate	Special Use	Service Fees	Leases	Total Area	Final Assesmt
1221810000	1221810000	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810001	1221810001	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810002	1221810002	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810003	1221810003	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810004	1221810004	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810005	1221810005	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810006	1221810006	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810007	1221810007	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810008	1221810008	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810009	1221810009	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810010	1221810010	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810011	1221810011	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810012	1221810012	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810013	1221810013	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810014	1221810014	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810015	1221810015	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810016	1221810016	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810017	1221810017	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810018	1221810018	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810019	1221810019	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810020	1221810020	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810021	1221810021	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810022	1221810022	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810023	1221810023	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810024	1221810024	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810025	1221810025	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810026	1221810026	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810027	1221810027	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810028	1221810028	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810029	1221810029	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900
1221810030	1221810030	804 SE CORNWELL AVE	DAVID J & KATHY	0.49	18,900	18,900	0.00%	12.00				0.49	18,900

Exhibit 'A' Assessment District 2009-1

Table with columns: Tax Lot Number, Owner, Address, City, State, ZIP, 2012 Real Value, 2012 Assessed Value, General Rate, Special Rate, Total Rate, Total Assessed Value, and Total Assessed Value. The table lists numerous property records for Assessment District 2009-1, including lot numbers, owner names, addresses, and various valuation and rate figures.

Assessment District 2008-1

Table with columns: Tax Lot Number, Owner, Lot Name, Situs Address, Parcel ID, State, ZIP, Mailing City, 2012 Val. (\$), 2011 Val. (\$), Area (sq. ft.), General Use, General Use Code, Total Area (sq. ft.), Number of Units, and Total Assessment. The table lists numerous properties with their respective details.

Exhibit 'A' Assessment District 2008-1

Table with columns: District, State, ZIP, Address, Acreage, Value, Tax Rate, and Assessment. The table lists numerous parcels across various districts including 065 SE 6TH AVE, 858 SE 6TH AVE, 875 SE 6TH AVE, etc.

Assessment District 2009-1

Exhibit "A"

Main data table with columns: Tax Lot Number, Owner, Last Name, SFTL ADDR, MAIL ADDR, MAIL CITY, STATE, ZIP, 2012 Real. Val. 2013 Asses, Total Asses, General Btar, General Btar, General Btar, Total Dist, Bldg, and Total Asses. The table lists numerous property records across various cities and states.

Exhibit "A"
Assessment District 2009-1

1st Lot Number	Owner	Legal Name	STREET ZIP	CITY	2012 Asses. Val.	2011 Asses. Val.	Change	General	Special	Number of Serv. Units	UP	Final Asses. Val.
123001001	MICHELLE DOUGLAS LEE & KIMBERLY LEE	6714 SE JORDAN AVE	OR 97222	MELWAUKEE	322,312.00	318,000.00	4,312.00	0.0000	0.0000	1	\$2,100.00	\$219,624.00
123001002	YORK VICTOR S JR & VERA M	6720 SE JORDAN AVE	OR 97222	MELWAUKEE	312,567.00	303,000.00	9,567.00	0.0000	0.0000	1	\$2,100.00	\$214,667.00
123001003	STODOLSKY ERIC	6724 SE JORDAN AVE	OR 97222	MELWAUKEE	341,000.00	330,000.00	11,000.00	0.0113	0.0113	1	\$2,100.00	\$222,100.00
123001004	STODOLSKY ERIC	6728 SE JORDAN AVE	OR 97222	MELWAUKEE	349,680.00	339,000.00	10,680.00	0.0000	0.0000	2	\$4,200.00	\$233,480.00
123001005	STODOLSKY ERIC	6732 SE JORDAN AVE	OR 97222	MELWAUKEE	358,000.00	348,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$243,800.00
123001006	STODOLSKY ERIC	6736 SE JORDAN AVE	OR 97222	MELWAUKEE	367,000.00	357,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$253,200.00
123001007	STODOLSKY ERIC	6740 SE JORDAN AVE	OR 97222	MELWAUKEE	376,000.00	366,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$262,600.00
123001008	STODOLSKY ERIC	6744 SE JORDAN AVE	OR 97222	MELWAUKEE	385,000.00	375,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$272,000.00
123001009	STODOLSKY ERIC	6748 SE JORDAN AVE	OR 97222	MELWAUKEE	394,000.00	384,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$281,400.00
123001010	STODOLSKY ERIC	6752 SE JORDAN AVE	OR 97222	MELWAUKEE	403,000.00	393,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$290,800.00
123001011	STODOLSKY ERIC	6756 SE JORDAN AVE	OR 97222	MELWAUKEE	412,000.00	402,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$300,200.00
123001012	STODOLSKY ERIC	6760 SE JORDAN AVE	OR 97222	MELWAUKEE	421,000.00	411,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$309,600.00
123001013	STODOLSKY ERIC	6764 SE JORDAN AVE	OR 97222	MELWAUKEE	430,000.00	420,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$319,000.00
123001014	STODOLSKY ERIC	6768 SE JORDAN AVE	OR 97222	MELWAUKEE	439,000.00	429,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$328,400.00
123001015	STODOLSKY ERIC	6772 SE JORDAN AVE	OR 97222	MELWAUKEE	448,000.00	438,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$337,800.00
123001016	STODOLSKY ERIC	6776 SE JORDAN AVE	OR 97222	MELWAUKEE	457,000.00	447,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$347,200.00
123001017	STODOLSKY ERIC	6780 SE JORDAN AVE	OR 97222	MELWAUKEE	466,000.00	456,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$356,600.00
123001018	STODOLSKY ERIC	6784 SE JORDAN AVE	OR 97222	MELWAUKEE	475,000.00	465,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$366,000.00
123001019	STODOLSKY ERIC	6788 SE JORDAN AVE	OR 97222	MELWAUKEE	484,000.00	474,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$375,400.00
123001020	STODOLSKY ERIC	6792 SE JORDAN AVE	OR 97222	MELWAUKEE	493,000.00	483,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$384,800.00
123001021	STODOLSKY ERIC	6796 SE JORDAN AVE	OR 97222	MELWAUKEE	502,000.00	492,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$394,200.00
123001022	STODOLSKY ERIC	6800 SE JORDAN AVE	OR 97222	MELWAUKEE	511,000.00	501,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$403,600.00
123001023	STODOLSKY ERIC	6804 SE JORDAN AVE	OR 97222	MELWAUKEE	520,000.00	510,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$413,000.00
123001024	STODOLSKY ERIC	6808 SE JORDAN AVE	OR 97222	MELWAUKEE	529,000.00	519,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$422,400.00
123001025	STODOLSKY ERIC	6812 SE JORDAN AVE	OR 97222	MELWAUKEE	538,000.00	528,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$431,800.00
123001026	STODOLSKY ERIC	6816 SE JORDAN AVE	OR 97222	MELWAUKEE	547,000.00	537,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$441,200.00
123001027	STODOLSKY ERIC	6820 SE JORDAN AVE	OR 97222	MELWAUKEE	556,000.00	546,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$450,600.00
123001028	STODOLSKY ERIC	6824 SE JORDAN AVE	OR 97222	MELWAUKEE	565,000.00	555,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$460,000.00
123001029	STODOLSKY ERIC	6828 SE JORDAN AVE	OR 97222	MELWAUKEE	574,000.00	564,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$469,400.00
123001030	STODOLSKY ERIC	6832 SE JORDAN AVE	OR 97222	MELWAUKEE	583,000.00	573,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$478,800.00
123001031	STODOLSKY ERIC	6836 SE JORDAN AVE	OR 97222	MELWAUKEE	592,000.00	582,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$488,200.00
123001032	STODOLSKY ERIC	6840 SE JORDAN AVE	OR 97222	MELWAUKEE	601,000.00	591,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$497,600.00
123001033	STODOLSKY ERIC	6844 SE JORDAN AVE	OR 97222	MELWAUKEE	610,000.00	600,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$507,000.00
123001034	STODOLSKY ERIC	6848 SE JORDAN AVE	OR 97222	MELWAUKEE	619,000.00	609,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$516,400.00
123001035	STODOLSKY ERIC	6852 SE JORDAN AVE	OR 97222	MELWAUKEE	628,000.00	618,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$525,800.00
123001036	STODOLSKY ERIC	6856 SE JORDAN AVE	OR 97222	MELWAUKEE	637,000.00	627,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$535,200.00
123001037	STODOLSKY ERIC	6860 SE JORDAN AVE	OR 97222	MELWAUKEE	646,000.00	636,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$544,600.00
123001038	STODOLSKY ERIC	6864 SE JORDAN AVE	OR 97222	MELWAUKEE	655,000.00	645,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$554,000.00
123001039	STODOLSKY ERIC	6868 SE JORDAN AVE	OR 97222	MELWAUKEE	664,000.00	654,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$563,400.00
123001040	STODOLSKY ERIC	6872 SE JORDAN AVE	OR 97222	MELWAUKEE	673,000.00	663,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$572,800.00
123001041	STODOLSKY ERIC	6876 SE JORDAN AVE	OR 97222	MELWAUKEE	682,000.00	672,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$582,200.00
123001042	STODOLSKY ERIC	6880 SE JORDAN AVE	OR 97222	MELWAUKEE	691,000.00	681,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$591,600.00
123001043	STODOLSKY ERIC	6884 SE JORDAN AVE	OR 97222	MELWAUKEE	700,000.00	690,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$601,000.00
123001044	STODOLSKY ERIC	6888 SE JORDAN AVE	OR 97222	MELWAUKEE	709,000.00	699,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$610,400.00
123001045	STODOLSKY ERIC	6892 SE JORDAN AVE	OR 97222	MELWAUKEE	718,000.00	708,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$619,800.00
123001046	STODOLSKY ERIC	6896 SE JORDAN AVE	OR 97222	MELWAUKEE	727,000.00	717,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$629,200.00
123001047	STODOLSKY ERIC	6900 SE JORDAN AVE	OR 97222	MELWAUKEE	736,000.00	726,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$638,600.00
123001048	STODOLSKY ERIC	6904 SE JORDAN AVE	OR 97222	MELWAUKEE	745,000.00	735,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$648,000.00
123001049	STODOLSKY ERIC	6908 SE JORDAN AVE	OR 97222	MELWAUKEE	754,000.00	744,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$657,400.00
123001050	STODOLSKY ERIC	6912 SE JORDAN AVE	OR 97222	MELWAUKEE	763,000.00	753,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$666,800.00
123001051	STODOLSKY ERIC	6916 SE JORDAN AVE	OR 97222	MELWAUKEE	772,000.00	762,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$676,200.00
123001052	STODOLSKY ERIC	6920 SE JORDAN AVE	OR 97222	MELWAUKEE	781,000.00	771,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$685,600.00
123001053	STODOLSKY ERIC	6924 SE JORDAN AVE	OR 97222	MELWAUKEE	790,000.00	780,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$695,000.00
123001054	STODOLSKY ERIC	6928 SE JORDAN AVE	OR 97222	MELWAUKEE	799,000.00	789,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$704,400.00
123001055	STODOLSKY ERIC	6932 SE JORDAN AVE	OR 97222	MELWAUKEE	808,000.00	798,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$713,800.00
123001056	STODOLSKY ERIC	6936 SE JORDAN AVE	OR 97222	MELWAUKEE	817,000.00	807,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$723,200.00
123001057	STODOLSKY ERIC	6940 SE JORDAN AVE	OR 97222	MELWAUKEE	826,000.00	816,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$732,600.00
123001058	STODOLSKY ERIC	6944 SE JORDAN AVE	OR 97222	MELWAUKEE	835,000.00	825,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$742,000.00
123001059	STODOLSKY ERIC	6948 SE JORDAN AVE	OR 97222	MELWAUKEE	844,000.00	834,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$751,400.00
123001060	STODOLSKY ERIC	6952 SE JORDAN AVE	OR 97222	MELWAUKEE	853,000.00	843,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$760,800.00
123001061	STODOLSKY ERIC	6956 SE JORDAN AVE	OR 97222	MELWAUKEE	862,000.00	852,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$770,200.00
123001062	STODOLSKY ERIC	6960 SE JORDAN AVE	OR 97222	MELWAUKEE	871,000.00	861,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$779,600.00
123001063	STODOLSKY ERIC	6964 SE JORDAN AVE	OR 97222	MELWAUKEE	880,000.00	870,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$789,000.00
123001064	STODOLSKY ERIC	6968 SE JORDAN AVE	OR 97222	MELWAUKEE	889,000.00	879,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$798,400.00
123001065	STODOLSKY ERIC	6972 SE JORDAN AVE	OR 97222	MELWAUKEE	898,000.00	888,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$807,800.00
123001066	STODOLSKY ERIC	6976 SE JORDAN AVE	OR 97222	MELWAUKEE	907,000.00	897,000.00	10,000.00	0.0000	0.0000	2	\$4,200.00	\$817,200.00
123001067	STODOLSKY ERIC	6980 SE JORDAN AVE	OR 97222	MELWAUKEE								

Assessment District 2009-1/North Clackamas Revitalization Area Sanitary Sewers

Objections to Individual Assessments Received; Staff action and/or recommendation:

1.	4/17/13	Deborah Hake 6999 SE Snider Avenue Milwaukie OR 97222	<p><u>Objection:</u> Does not want/need sewers; asks to "opt out" of the assessment district; cost concerns; construction related complaints.</p> <p><u>Staff action to date:</u> 4/22/13 Acknowledged receipt of objection and that it would be included in the staff's report to the BCC; responded to comments regarding ability to opt out, District connection policy. Staff contacted her on 4/18/13 to follow up on construction complaints-no action requested by Ms. Hake.</p>
2.	4/22/13	Andrew & Lindsay Cox 6911 SE Pierce St Milwaukie OR 97222	<p><u>Objection:</u> Received misinformation regarding costs, connection policy; sewers not needed.</p> <p><u>Staff action to date:</u> 4/23/13 Acknowledged receipt of objection and that it would be included in staff's report to the BCC. Provided information to clarify re different types of costs and connection policy.</p>
3.	4/22/13	Janet Riedel 6232 SE Steen Ct Milwaukie OR 97222	<p><u>Objection:</u> Cost concerns; financial hardship.</p> <p><u>Staff action to date:</u> 4/23/13 Acknowledged receipt of her objection and that it would be included in staff's report to the BCC. Provided additional information on financial assistance for assessments. (Property has connected to the sewer through the Sewer Hook Up Grant Program; received SDC credit.)</p>
4.	4/22/13	Leroy J. Beshara 8720 SE Clatsop St #2 Happy Valley OR 97086	<p><u>Objection:</u> Mr. Beshara owns three tax lots which will be served by one service lateral. Objection states that he has been improperly charged for a service lateral on tax lot 12E28BA00200.</p> <p><u>Staff Recommendation:</u> Staff reviewed and agrees; recommends that Mr. Beshara's assessment for 12E28BA00200 be corrected to receive only a General Benefit. Advised Mr. Beshara of staff recommendation by letter on 4/23/13.</p>
5.	4/22/13	Nancy Saunders 9621 SE 66 th Milwaukie OR 97222	<p><u>Objection:</u> RE: Assessment for vacant tax lot 12E29CB11400: Cost concerns; financial hardship.</p> <p><u>Staff action to date:</u> 4/23/13 Acknowledged receipt of her objection and that it would be included in staff's report to the BCC. Provided additional information on financial assistance for assessments. (Ms. Saunders has connected the adjacent tax lot with her home to the sewer; received SDC credit.)</p>
6.	4/23/13	Jason Root, Aldercrest Development 5911 SW Southview Pl. Portland OR 97219- 7133	<p><u>Objection:</u> RE: Assessment for tax lot 12E30AD08500. Objection states that property has been assigned two Basic Units and two Service Lateral Benefits; Mr. Root indicates he only requested one connection.</p> <p><u>Staff Recommendation:</u> Staff reviewed and agrees; recommends that Mr. Root's assessment for 12E30AD08500 be corrected to receive a General Benefit, one Basic Unit Benefit and one Service Lateral Benefit. Advised Mr. Root of staff recommendation by letter on 4/23/13.</p>

DEBORAH L. HAKE
RICKIE W. HAKE
6999 SE SNIDER AVENUE
MILWAUKIE OR 97222

April 17, 2013

Via Facsimile 503-742-4565 and US Mail
Kathy Frasier
Assessment District Manager
Board of County Commissioners
c/o Water Environmental Services
150 Beaver Creek Road
Oregon City OR 97045

Via Facsimile 503-742-4565 and US Mail
Mike Kuenzi
Assessment District Supervisor
Board of County Commissioners
c/o Water Environmental Services
150 Beaver Creek Road
Oregon City OR 97045

**RE: Notice of Intent to Assess
Property: 6999 SE Snider Avenue, Milwaukie OR 97222**

- 1. FORMAL NOTICE OF "OPTING" OUT OF YOUR PROPOSED SEWER CONSTRUCTION CONNECTION**
- 2. NOTICE OF INTENT TO FILE TORT CLAIM IF LIEN ASSESSED AGAINST PROPERTY**

Greetings:

As I informed "Rob" of your office this date, please be aware that we are opting out of any sewer liability which will be placed on SE Snider Avenue. We have absolutely no intention of connecting to any sewer or other system which you intend to place. We have informed your office of this before, albeit by telephone and not in writing.

The company that you used to place the "posts" onto my property were belligerent, rude, unprofessional, made inappropriate comments to my 16 year old daughter, as well as literally screaming at the children who ride their bikes on our street – who live there! Not watching where they are going and almost running them over! They came onto my property through my bushes, ruining them by tearing the bush out completely.

I informed the Canby company that it left a huge mudhole to the right side of our mailbox, as it used our driveway to turn the tractor(s) and other machinery around. This continues to grow larger and floods constantly – to at least 3 inches – still to this day. They did nothing to correct this. I contacted your hired Canby company and was told that if there was "left over" gravel, they would fill it and correct their mistake. This did not happen. They used the extra gravel at the far end of our street to cover the outside 3 feet of space on another property, which apparently was more convenient for them. I called the company and complained, only to be told it was not their problem as they were hired by Clackamas County – that I needed

Kathy Frasier
Mike Kuenzi
April 17, 2013
Page 2

to call them. I did and was told I had to file a claim with my insurance company to get it corrected! Excuse me, this was not my doing, as we did not want and did not ask for any of this. You hired the company to do this. We opted out of this initial "posting" issue to begin with – only to be told we had no options. That is why we sought the services of an attorney.

I was informed by this Canby based company that it was not up to me as to the post being placed on our property – that it must be done. I called your office and argued about this at length but to no avail or allowance. That was unacceptable, and so is this!

As a disabled American veteran, I am appalled by Clackamas County's behavior. I served my country as did many Americans, and to know that I have no option is not what this country is about. I did not and do not want ANY sewer or other system placed on my property. I consulted and was informed by attorney D. Eric Woodard that I have the legal right to "opt" out of your proposed plan, which is absolutely what we are doing. We did not vote for it, we do not want it, and it is not acceptable that you place any assessment, lien, or other on my property. Should you do so, we will seek legal action.

I have Congestive Heart Failure and had major brain surgery in October 2012. We cannot afford your sewer system. We have a child who has been diagnosed with Asberger's Syndrome. We cannot afford your sewer assessment. We have a child who will be attending college in a year. We cannot afford your sewer system. We have an elderly female relative who resides with us. We cannot afford your sewer assessment. I am not working at a full-time capacity. We cannot afford your sewer system. We cannot afford any of your connections to any system or the removal of our septic or dry-well systems. We simply cannot afford it.

Void your "assessment" of any placement of a sewer connection or other system as it relates to my property. Should you place a lien on my property for any of your "assessment" costs or reasons, we will consider it as a violation of our rights and seek legal counsel to file a lawsuit against Clackamas County, and each of you individually as you are receiving formal notice of our decision to opt out of your decision, should it come to that.

This is FORMAL written notice that we absolutely OPT out of any assessment you feel you have any rights to our property. We OPT out of your trespassing on our property in any capacity to install, inspect, or otherwise violate our privacy and legal rights. We OPT OUT of any sewer or other system being connected to our property.

Further, please know that there is a fence that is 3 feet onto our property line, and that will be considered an invasion of our privacy as well should any of your employees or hired company members come onto my property. Any contact whatsoever by any person hired or employed by or through Water Environment Services or its subsidiaries are not to trespass on our property in any manner whatsoever, and will be subject to trespassing laws as set forth in the Oregon Revised Statutes and other rules of the State of Oregon and/or Clackamas County SLRs and/or tort claim notice.

Kathy Frasier
Mike Kuenzi
April 17, 2013
Page 3

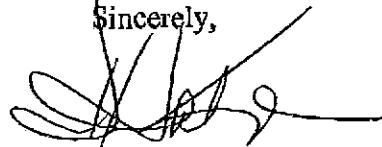
Water Environment Services, Clackamas County and its retained services are not to obtain any lien whatsoever against the referenced property. Should you place any type of lien, assessment, or hold onto my property, which is governed by the Veterans Administration through me as a disabled American veteran, will be held accountable for all legal actions available to us through the State of Oregon, circuit court or district court.

Your notice is attached for your reference, should you be unable to locate our property.

Again, just to make it very clear, we are not interested and **OPT OUT** of any connection to any sewer or other system you elected to place onto our road that you think you will be connecting to our property.

Please correct your proposed assessment and disburse what you applied to our property to other residences who are connecting to your system, as we will absolutely **NOT** be connecting to your proposed system.

Sincerely,



Deborah Hake
Property Owner

/dlh

CCSD#1 – Assessment District 2009-1
April 11, 2013
Page 3 of 4

**NOTICE OF INTENT TO ASSESS
Sanitary Sewer Assessment**

**Assessment District 2009-1
North Clackamas Service Area
Clackamas County Service District No. 1**

Legal Owners: HAKE DEBORAH L & RICKIE W

Mailing Address: 6999 SE SNIDER AVE
MILWAUKIE, OR 97222

Property Site Address: 6999 SE SNIDER AVE

Tax Lot #: 12E29CA05700

Deed Reference # 1996-089710

2012 Assessed Value: \$83,392.00

2012 Real Market Value: \$125,424.00

The Estimated Assessment for your property in 2009 was -----\$12,051.04

General Benefit:

0.2296 Benefited Acres @ \$12,032.69 per Acre = \$2,762.71

Basic Unit Benefit:

1 Unit of Benefit @ \$6,000.00 each = \$6,000.00

Service Lateral Benefit:

1 Service Lateral @ \$2,100.00 each = \$2,100.00

Urban Renewal Assessment Discount:

1 Credit of \$1,292.00 for each lot = \$1,292.00

Total Assessment = \$9,570.71

Recd 4/17/13 KF

FAX CORRESPONDENCE

PLEASE DELIVER THE FOLLOWING MATERIAL AS SOON AS POSSIBLE. PLEASE NOTIFY US AT (503) 243-2733 IF NOT RECEIVED PROPERLY.

THIS COMMUNICATION CONSISTS OF ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED BELOW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ADDRESS BELOW VIA THE U.S. POSTAL SERVICE. THANK YOU.

TO: Kathy Frasier
Assessment District Manager
Board of County Commissioners
c/o Water Environmental Services

Mike Kuenzi
Assessment District Supervisor
Board of County Commissioners
c/o Water Environmental Services

FAX: 503-742-4565 503-742-4565

FROM: Deborah Hake
Sr. Legal Assistant
KRAMER & ASSOCIATES
Attorneys at Law
520 SW Sixth, Suite 1010
Portland, OR 97204-1595
(503) 243-2733
(503) 274-4774 (fax)

DATE: April 17, 2013 (3:56pm)

MESSAGE: Proposed Notice of Intent to Place Sewer Assessment – Third notice of opting out of proposed services

RECEIVED

APR 22 2013

April 17, 2013

To Whom This May Concern,

We are writing this letter in objection to the assessment to be levied against the property located at 6911 SE Pierce St Milwaukie, Oregon 97222.

When this assessment district presented the upgraded sewer project to the county we attended the informational meeting. We were active participants and learned during this presentation that there would be no upfront costs, however that each homeowner would incur the cost to connect to the main line in the street individually.

At this meeting we were told that if we connected our home during the construction phase we could possibly lock in a most cost effective rate due to the large number of homes connecting at the time.

We were told that there would be an assessment to determine what each home's cost would be to connect at that time and if we did not choose to do so, we would incur whatever cost that may be down the road, possibly twice as much if not more.

We purchased our home in 2006 with a brand new septic tank for \$170,000.00. Your notice to assess noted our property as valued at \$110,000.00. The sewer lines have not increased our property value.

We chose not to connect to the sewer at this time since if we maintain our septic system the sewer connection cost would be approximately 40 years away at which time the septic tank will have outlived its useful life expectancy.

Now the county is telling us that we must pay up front the cost to install sewer lines in the neighborhood once the assessment is levied.

This was never discussed in the meeting, not in any of the communications thereafter.

We fully object to the levying of assessment against our home. We will be exploring our options regarding a class action lawsuit at this time based upon our understanding along with other families in our community.

Sincerely,

Andrew and Lindsay Cox

RECEIVED

APR 22 2013

April 19, 2013

Board of County Commissioners

C/O Water Environment Services

Attn: Kathy Frasier

150 Beaver Creek Rd

Oregon City, OR 97045

RE: Clackamas County Services District #1

Sanitary Sewer Project, Assessment District 2009-1

Tax Lot # 12E29CC03800 Deed Reference # 2004-091802

Property Address: 6232 SE Steen Ct

This letter is written in regards to the Notice of Intent to Assess I recently received dated April 11, 2013, in reference to a public hearing scheduled for May 2, 2013 at 10:00am. The letter states if a property owner has an objection to this assess to submit in writing.

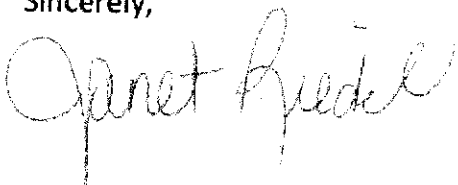
My objection is to the total assessment amount listed of \$8,816.26 for my property, address listed above.

I am a single woman who supports my dependent mentally ill daughter. I am employed, however with monthly living expenses and continued medical bills, medicine, Doctors and therapy appointments for my daughter. I have little to no extra funds to pay or finance an additional monthly payment.

I ask for consideration on this assessment to be dismissed and or the amount lowered, in hopes of getting means to pay.

I appreciate the opportunity to express my opinion regarding the assessment.

Sincerely,



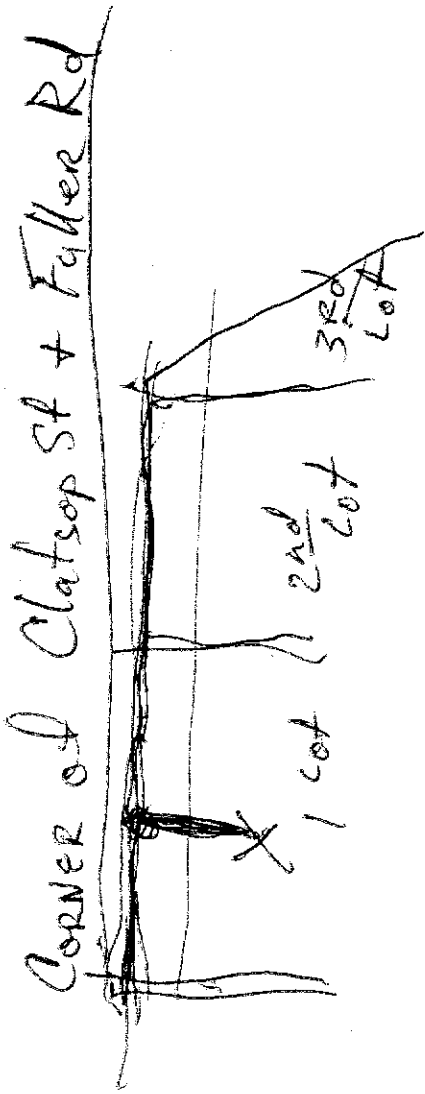
APR 22 2013

ATTEN:Kathy Frasier

OBJECTION Tax lot
#12E28BA00200

Deed reference#2007-084553

This lot has been pre-assessed for the sewer line that was put down our street. This lot did not receive an easment for the latteral line hook up. This lot is adjoined to my other two lots. This is a corner lot, with, all the others together. This is a small mobile home park, four spaces in all, with the corner lot, a garden for tennents. Only ONE SEWER LINE CONNECTION, but this was not put on this lot as it has been assessed. There is no connection point from street for this actual tax lot. The only connection point



that was made for us, is on the largest piece of land..With that connection,it goes down the middle of our entrance to the driveway.The sewer assessment has me charged for two hook-up lines,out of three small pieces of land ,that has only ONE LINE available to put the sewer hook-up on. TOTAL.PLease be advised of the problem, and adjust the assess sewer total amount that is overpriced to me.THANK YOU FOR YOUR TIME AND ATTENTION TO MY PROBLEM!

LEROY J. BESHARA

owner of property

8720 se Clatsop street#2

Call me at Home

503 771-9070

Thank ^o

See you on May 2nd - Meeting -
Hopefully!

RECEIVED

APR 22 2013

Tax Lot# 12E29CB11400
Deed Reference # 2005-122414

Dear Kathy,

My Name is Nancy Saunders
When they put in the sewer, my
husband had them put in an
inlet into our vacant lot, thinking
that we would someday build
a retirement home on it. Since
then he has died of Cancer, and
will not be building it after
all. We were led to believe that
it would be around a
Thousand dollars or so. We
would never had done it
if we knew the cost was
so high.

He has since then died of Cancer
and he didn't have medical
insurance or Life insurance
on him. The costs have been
high. I only get a little bit
of Social Security. I was
wondering if you can cancel
or at least lower the cost
on that vacant lot. Please
consider my plea.

Very Sincerely, Nancy Saunders

RECEIVED

APR 22 2013

April 17, 2013

Board of County Commissioners
c/o Water Environment Services
Attn: Kathy Frasier
150 Beaver Creek Road
Oregon City, OR 97045

Re: Objection to Sanitary Sewer Assessment (Tax Lot 12E30AD08500, Deed Ref 2009-040973)

To Whom It May Concern:

This is to object to the Sewer Assessment for the unimproved and vacant land that is Tax Lot 12E30AD08500, Deed Reference 2009-040973.

This is a single vacant lot that has not been divided. However, the assessment notes two (2) service laterals. (No request was made for two laterals.) Because of this, the property has been assessed two (2) Service Lateral Benefits and two (2) Basic Unit Benefits. The property should only be assessed for one (1) Service Lateral Benefit and one (1) Basic Unit Benefit.

Please rectify this error. To reiterate, the vacant land is a single lot at this time and should be assessed as such with only one (1) Service Lateral Benefit and one (1) Basic Unit Benefit.

Thank you for your prompt attention to this matter. I look forward to a notice as to its resolution.

Sincerely,



Jason Root, President
Aldcrest Development, Inc.
5911 SW Southview Pl.
Portland, OR 97219-7133
503.799.9755 / aldcrestdevelopment@gmail.com

JR/lr

May 2, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Housing and Community Development 2013 Action Plan

Purpose/Outcomes	Approval of the 2013 Action Plan
Dollar Amount and Fiscal Impact	Application for \$1,853,334 in Community Development Block Grant (CDBG) funds, \$705,254 in HOME funds, and \$158,703 in Emergency Solutions Grant (ESG) funds during the 2013 program year
Funding Source	U.S. Department of Housing and Urban Development - no County General Funds are involved.
Safety Impact	N/A
Duration	Effective July 1, 2013 and terminates on June 30, 2014
Previous Board Action	Public Hearing with a review of the past performance of the Housing and Community Development program, proposed Action Plan, and public testimony on the County's housing and community development needs - April 11, 2013
Contact Person	Chuck Robbins, Community Development Director - (503) 655-8591
Contract No.	N/A

BACKGROUND:

The Action Plan implements the goals and objectives of the 2012-2016 Consolidated Plan and serves as the application for HUD funding. The Plan also includes a list of the projects selected for funding in the second year of the 2012-2014 funding cycle.

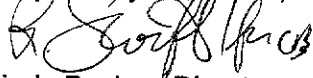
In addition to the public hearing the Plan was out for public comment until Monday April 22. No changes to the Plan were required due to comments received.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners take the following actions:

- 1) Place the Final 2013 Action Plan on the consent agenda for approval; and;
- 2) Authorize the Director of the Department of Human Services to sign on behalf of Clackamas County all documents necessary for submitting applications, receiving funds, and amending applications for programs and projects included in the Action Plan.

Respectfully submitted,



Cindy Becker, Director

Attachments:

- 2013 Housing and Community Development Action Plan
- Three Year Funding Recommendations

Final Funding Recommendations

for the
2012-2014 Community Development Block Grant Program
 and the
2012-2014 HOME and Emergency Shelter Grant Programs

	2012 Grant Funds	2013 Grant Funds	2014 Grant Funds
--	---------------------	---------------------	---------------------

Community Development Block Grant City Projects

Barlow

- | | | | |
|--|----------|--|--|
| 1. Barlow Water Systems Improvements Phase 2 | \$10,000 | | |
| This public facility project involves rehabilitation to the City of Barlow water reservoir system. | | | |

Canby

- | | | | |
|--|----------|--|--|
| 2. SE Canby Sidewalk Improvement Project | \$98,000 | | |
| Construction of approximately 1,200 lineal feet of sidewalks and curbs on sections of SE 4th Avenue, SE 5th Avenue and S. Manznita Ct. The project will also include the construction 5 ADA ramps. | | | |

Estacada

- | | | | |
|--|----------|--|-----------|
| 3. SW Laurel Road Street Improvements | | | \$160,000 |
| This street improvements project would construct 500 lineal feet of new sidewalks, curbs, ADA ramps and storm drainage along SW Laurel Road in Estacada. | | | |
| 4. Estacada Community Center Windows (Local Funds) | \$15,464 | | |
| The project includes replacing up to 27 inefficient windows at the Estacada Community Center. | | | |
| 5. Estacada Community Center Kitchen Improvements | \$13,974 | | |
| Kitchen improvements include replacement of the Estacada Community Center dishwasher and food steamer that are no longer working properly. | | | |

Gladstone

- | | | | |
|---|--|-----------|--|
| 6. Northwest Gladstone Infrastructure Rehabilitation Project | | \$200,000 | |
| The project includes street, sidewalk, waterline and storm drain improvements for 5 streets in the Echo Glenn, Abernethy and Portland Avenue area of the City of Gladstone. | | | |

Milwaukie

- | | | | |
|--|-----------|-----------|-----------|
| 7. Community Health and Wellness Center
This project would provide an additional 3,000 square feet of County health clinic and dental clinic space in Clackamas. | \$100,000 | | |
| 8. Annie Ross House Redevelopment
This project includes the re-development of Northwest Housing Alternatives (NHA) Milwaukie campus that consists of two office buildings, a homeless shelter, nine rental units, six transitional housing units, two Bridges to Housing units and one market-rate rental unit. | \$75,000 | \$125,000 | \$100,000 |
| 9. Milwaukie ADA Ramps
Installation of ADA ramps at sidewalk crossings along several streets in the City of Milwaukie to improve accessibility and pedestrian safety. | | \$140,000 | |

Oregon City

- | | | | |
|--|-----------|-----------|-----------|
| 10. Save the Francis Ermatinger House
This project would fund the rehabilitation of the historic Francis Ermatinger House in Oregon City in preparation for the site to become part of the National Parks Service. | | \$140,000 | |
| 11. Jackson Place Rehabilitation Project
This project is to rehabilitate a transitional housing apartment building in Oregon City by replacing the roof, replacing the siding, improving the drainage, improving the fire alarms, water heaters and heating system. | | | \$100,000 |
| 12. CWS Domestic and Sexual Violence One-Stop Advocacy Ct
This public facility project is for new construction of a 12,000 to 16,000 square foot building for a Domestic and Sexual Violence Advocacy Center in the Oregon City area. | \$100,000 | | |
| 13. Youth Shelter Care Expansion
This public facility project is for construction of a new 3,150 square foot dormitory building for special needs youth ages 12 to 18 at the Parrott Creek Ranch in Oregon City. | | \$150,000 | |

Sandy

- | | | | |
|--|--|-----------|--|
| 14. Northside Sidewalk Infill
This street improvements project is for construction of 1,100 lineal feet of new sidewalk, curbs and drainage improvements along Beers Ave, Bruns Ave, Bluff Road and Pleasant Street in Sandy. | | \$150,000 | |
|--|--|-----------|--|

	2012 Grant Funds	2013 Grant Funds	2014 Grant Funds
15. Sandy Workforce Housing (CD Float)	\$620,000		
Acquisition of property to construct 56 units of new affordable rental housing for families and singles in the City of Sandy. [Funding for this project is pending approval of Amendment 6 - Comment period ends April 22, 2013].			
<u>West Linn</u>			
16. West Linn Adult Community Center Expansion			\$175,000
This public facility project includes construction of a 3,700 square foot addition to the West Linn Adult Community Center.			
<u>Wilsonville</u>			
17. Wilsonville Senior Center Kitchen Renovation	\$235,000		
This project would renovate and expand the kitchen facilities at the Wilsonville Senior Community Center.			
18. Wilsonville Community Sharing Facility Expansion	\$240,000		
This project is to build a 2,100 square foot facility to house the Wilsonville food bank and the Information and Referral office.			
<u>Unincorporated/Countywide Projects</u>			
<u>Countywide</u>			
19. Housing Rehabilitation Program	\$300,000	\$300,000	\$300,000
Provision of financial assistance to rehabilitate housing units occupied by low income residents of Clackamas County.			
<u>Happy Valley</u>			
20. The Terrace at Mt. Scott	\$11,220		
This project would construct 75 linear feet of new handrail along a ramp leading into the Terrace at Mt. Scott; an affordable housing development.			
<u>North Clackamas Urban Renewal District</u>			
21. Bell Road Ped/ Bike Improvements		\$154,000	
This street improvements project includes construction of 3,525 lineal feet of new sidewalks, bicycle paths and drainage improvements along SE Bell Road in the North Clackamas Revitalization Area (NCRA). [Move to Program Year 2013 is pending approval of Amendment 6 - Comment period ends April 22, 2013]			

	2012 Grant Funds	2013 Grant Funds	2014 Grant Funds
22. Clackamas Cty. Service Dist. No.1 NCRA SHUAGP This project would continue a residential sanitary sewer improvement program in the North Clackamas Revitaization Area (NCRA).	\$75,000		\$130,000

Oak Grove

23. Kellogg Ave Sidewalk Improvement Project	\$160,000		
--	-----------	--	--

This project is to build approximately 1,764 lineal feet of new concrete sidewalks and curbs along Kellogg Avenue between McLoughlin Boulevard and Risley Avenue in Oak Grove.

24. River Road Head Start Kitchen	\$150,000		
-----------------------------------	-----------	--	--

This public facility improvements project would renovate the River Road Head Start Kitchen in Milwaukie by expanding food storage and adding a walk-in freezer. [Move to Program Year 2012 is pending approval of Amendment 6 - Comment period ends April 22, 2013]

To Be Determined

25. Proud Ground Acq/Rehab Project (CD Float Loan)	\$300,000	\$300,000	\$300,000
--	-----------	-----------	-----------

This project would purchase and renovate 4 bank-owned homes for re-sale to low and moderate income residents of Clackamas County. CD Float Activity.

26. Casa Hogar	\$60,000		
----------------	----------	--	--

This project would fund the acquisition/rehabilitation of a new emergency shelter for Latina survivors of domestic violence in Clackamas County.

Public Service Projects

Countywide

27. Housing Rights and Resources	\$140,000	\$140,000	\$140,000
----------------------------------	-----------	-----------	-----------

This is an ongoing public service that provides housing information, legal aid, housing rights education, landlord training and housing referral services to all residents of Clackamas County.

28. Rent Well	\$85,000	\$85,000	\$85,000
---------------	----------	----------	----------

Rent Well is 15-hour tenant education program designed to help people overcome barriers to rental housing.

29. Home Base	\$25,000	\$25,000	\$35,000
---------------	----------	----------	----------

Homebase public services would provide staff and funds to prevent homelessness from happening for households in crisis and provide case management to keep families stable in their housing.

Oak Grove

30. Avalon House - Supportive Services \$36,000

Assistance to fund the Resident Manager position at Avalon House. This facility provides permanent, drug free housing for homeless women and/or women with children, who are involved with the Clackamas County Treatment Courts, a system of three courts – Drug Court, Family Court and Mental Health Court.

Planning and Admin

Administration

31. Grant Planning, Administration and Compliance \$390,550 \$371,000 \$316,350

These funds will be used for overall program administration, including program development, management and coordination, personnel, accounting, and grant compliance expenses.

Countywide

32. 2012-2014 Homeless Count \$38,200 \$38,200

The Homeless Count is an annual comprehensive survey of homeless persons in Clackamas County.

Community Development Block Grant Sub-Total \$3,278,408 \$2,280,000 \$1,879,550

**HOME Investment Partnership Act
City Projects**

Sandy

33. Sandy Workforce Housing - Construction \$800,000

Construction of 56 units of new affordable rental housing for families and singles in the City of Sandy. Units will be a mix of one-, two-, three- and four-bedroom units.

Unincorporated/Countywide Projects

Clackamas

34. Easton Ridge Apartment Remodel \$660,000

264 unit affordable housing project owned and operated by the Housing Authority of Clackamas County. The proposed renovations will correct exterior envelope failure due to poor site drainage and moisture penetration.

Countywide

35. CHDO Operating Support Grant Funds will be used to support CHDO staff work on the development of low-income housing and to support operating expenses.	\$37,158	\$35,245	
36. Multi-Family Rental Housing Funds will be used for the construction of new housing projects or planned projects in the pre-development stage. Projects will result in affordable rental housing for large and small low-income households.		\$1,200,000	
37. CHAP Homebuyer Assistance Program This project will assist low-income first-time homebuyers with down payments and closing costs	\$100,000	\$100,000	
38. Tenant Based Rental Assistance The TBRA Program will be operated by NHA and will assist individual households who are homeless or at risk of becoming homeless. Maximum assistance is 24 months and may be used for rent, utility costs, security deposits, and/or utility deposits.	\$100,000		

Planning and Admin

Countywide

39. HOME Administration Funds will be used for general administration of the HOME program.	\$74,316	\$70,525	
---	----------	----------	--

HOME Investment Partnership Act Sub-Total	\$1,771,474	\$1,405,770	\$0
---	--------------------	--------------------	------------

**Emergency Solutions Grant
Unincorporated/Countywide Projects**

Countywide

40. Emergency Shelter Grant - Springwater This funding provides emergency homeless shelter operations for the Springwater Youth Shelter in North Clackamas.	\$10,200	\$10,200	
41. Emergency Shelter Grant - CWS This funding provides emergency homeless shelter operations for the Clackamas Womens Services Shelter in Clackamas County.	\$39,867	\$39,867	
42. Emergency Shelter Grant - The Annie Ross House This funding provides emergency homeless shelter operations for the Annie Ross House in Milwaukie.	\$39,867	\$39,867	

Public Service Projects

Countywide

- | | | | |
|--|--|----------|--|
| 43. Emergency Shelter Grant CWS Homeless Prevention
ESG Homeless Prevention services for survivors of domestic violence in Clackamas County | | \$27,649 | |
|--|--|----------|--|

Planning and Admin

Administration

- | | | | |
|---|----------|----------|--|
| 44. ESG Administration
Administration of Emergency Solution Grant (ESG) program including federal reporting, contract management and program performance reporting. | \$12,542 | \$11,120 | |
| 45. ESG HMIS
Staffing to train case managers and manage the Homeless Management Information System (HMIS) that collects data on the number and types of homeless persons and families. | \$64,756 | \$30,000 | |

Emergency Solutions Grant Sub-Total	\$167,232	\$158,703	\$0
-------------------------------------	-----------	-----------	-----

Grand Total	\$5,217,114	\$3,844,473	\$1,879,550
--------------------	-------------	-------------	-------------

GRANT YEAR 2013 NOTES:

CDBG - Total includes \$300,000 of CD Float Loan and \$126,666 in Prior Year Funding
HOME - Total includes \$700,516 in Prior Year Funding



4

MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

May 2, 2013

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Cooperative Service Agreement between Clackamas County and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS) and Wildlife Services (WS) for Predator Management

Purpose/Outcome	Cooperative service agreement for predator control.
Dollar Amount and fiscal Impact	The maximum contract value is determined each year as part of the budget process and in cooperation with USDA, APHIS and WS. Fiscal Year 2012-2013 County portion is budgeted at \$56,343.00.
Funding Source	General Fund in conjunction with state, federal and private partners
Safety Impact	Livestock, agriculture, forestry, wildlife and public health protection
Duration	July 1, 2013 through June 30, 2018
Previous Board Action/Review	N/A
Contact Person	Marc Gonzales 503-742-5405
Contract No.	Agreement 13-73-41-5111 AP.RA.RX41.73.0550

Clackamas County has an agreement with the federal agencies listed above for County Trapper Services. The agreement provides predator control where wild animals and birds may carry disease or threaten injury to County public and private resources. This service has a long history as part of the Clackamas County budget, owing to the rural nature of the area.

The intergovernmental agreement itself is traditionally renewed every five years. Each year a separate Work Plan and Proposed Budget, representing the next fiscal year portion of this program, is presented to the Board for approval. Presentation of the Work Plan for fiscal year 2013-2014, which is initiated by the federal agency in cooperation with its partners, will be provided following the execution of this cooperative services agreement, with an opportunity for the Wildlife Services in cooperation with the County to adjust service delivery to accommodate County budgetary constraints. County Counsel has reviewed and approved this agreement as to form.

Payment of the County portion of the annual work plan funding for this agreement is budgeted in Clackamas County's Non-Departmental portion of the General Fund budget. The County share amount proposed for the fiscal year 2013-2014 Work Plan for budgeting purposes is \$58,743.56.

RECOMMENDATION

Staff respectfully recommends the Board approve the attached Cooperative Service Agreement for County predator control and wildlife damage management.

Sincerely,


Marc S. Gonzales
Finance Director



6 COPY

GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

May 2, 2013

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Timber Sale Contracts for the Elwood
Timber Sale with Interfor Pacific, Inc.

Purpose/Outcomes	Interfor Pacific Inc. contracts for the Elwood timber sale with Business and Community Services County Forest division.
Dollar Amount and Fiscal Impact	Total estimated revenue of \$418,204.94 to be recognized in the County Parks and Forest Trust fund in FY 12/13 and FY 13/14.
Funding Source	No county funds are required for these contracts. Funds for reforestation of these sales will come from the County Parks & Forest Trust fund in FY13/14.
Safety Impact	Harvest is to be done on county owned forest lands. Loggers will use industry safety practices to complete the work. County staff will monitor work daily.
Duration	Contract expires November 30, 2013
Previous Board Action	BCC Study Session on July 24, 2012 directed Forest staff to proceed with an accelerated harvest plan in order to complete an early defeasement of the Stone Creek Golf Course debt, resulting in an approximate savings of \$1 million in bond interest, and additionally will return an increase in net operating revenue from the golf course to County Parks.
Contact Person	Dan Green, County Forester (503) 742-4425
Contract No.	04-13

BACKGROUND:

On July 24, 2012, the Board of County Commissioners directed Clackamas County Forest staff to proceed with an accelerated harvest plan in order to pay off debt on the Stone Creek Golf Course. The first three sales of the accelerated harvest plan have been sold. The next two sales (Elwood and Dhooghe) were prepared, have gone through the technical review and public involvement process, and have been advertised for bid.

The public involvement process included a tour of the timber sale properties, followed by a public comment period, and finished with a public meeting of the Timber Sale Advisory Committee (TSAC) to review the sales and receive any additional comment. No objections to the sales were received from the public prior to or at the meeting, and the TSAC voted unanimously to approve the sales.

The high bidder for the Elwood timber sale is Interfor Pacific Inc., a company with a sawmill in Molalla, Oregon. Interfor Pacific, Inc. representatives have signed the required contracts, made all required payments, and County Counsel has approved the contracts as to form.

RECOMMENDATION:

Staff recommends Board approval of the Elwood timber sale contract.

Respectfully submitted,

Gary Barth, Director

ELWOOD TIMBER SALE CONTRACT

Timber Sale Contract No 04-13

This contract, made and entered into triplicate this ___ day of _____, 2013 by and between **CLACKAMAS COUNTY**, hereinafter called "COUNTY," and **INTERFOR PACIFIC INC.**, hereinafter called "PURCHASER," which parties do hereby agree as follows:

Section 1. Sale of Timber. Under the terms and conditions of this contract, COUNTY sells to PURCHASER, and PURCHASER buys from COUNTY, that timber designated and described in Section 40, which timber for all purposes of this contract is hereinafter referred to as "timber." The location of designated timber is shown on Exhibit A. PURCHASER shall pay COUNTY the "purchase price for timber" set forth in Section 45. The purchase price shall be paid to COUNTY in accordance with the payment schedule in Section 43.

This is a sale of timber from "Public lands" as defined in ORS 526.801(5) and may not be exported. The Forest Resources Conservation Amendments Act of 1993 authorizes Oregon and other western States to prohibit the export of unprocessed timber from public lands. PURCHASER must comply with the provisions of the federal act, ORS 526.801-526.831, and Clackamas County Board of County Commissioners Board Order number 92-484 in disposing of COUNTY timber from this sale.

Section 2. Quality and Quantity of Timber. COUNTY makes no guarantee or warranty to PURCHASER as to the quality or quantity of the timber. PURCHASER shall be liable to COUNTY for the total purchase price even if the quantity or quality of timber actually cut, removed, or designated for taking is more or less than that estimated by COUNTY.

Further, COUNTY makes no representation, warranty, or guarantee of the accuracy of any information either provided by COUNTY or made available by COUNTY under the Public Records Law with respect to this contract. PURCHASER agrees to bear exclusive responsibility for, and to accept all risks associated with, the actual conditions on the timber sale area and Purchaser's computation of its bid for this contract. The Contractor agrees to perform the scope of work as described in the contract documents and meet the performance standards set forth therein.

THIS CONTRACT, AND ALL EXHIBITS AND ATTACHMENTS INCORPORATED HEREIN, CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY, UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. PURCHASER, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT SHE/HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CLACKAMAS COUNTY
By its Board of County Commissioners

John Ludlow, Chair

PURCHASER
Interfor Pacific Inc.

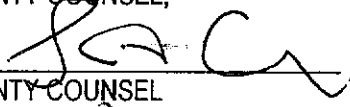
By _____
Steve Noy

Recording Secretary

Attest: _____

Date

Approval as to Form
COUNTY COUNSEL,



COUNTY COUNSEL



Date

Section 3. Definition of Terms.

Purchaser's Authorized Representatives means the representatives authorized by PURCHASER to receive any notice or instructions from the COUNTY on behalf of PURCHASER and to take any action required in regard to performance of PURCHASER under the contract. Purchaser's Authorized Representatives are identified in the Operations Plan.

Contract means the entire written agreement between the parties, including but not limited to the Notice of Timber Sale, Invitation to Bid or Request for Proposal, instructions to Bidders, specifications, terms, and conditions, Exhibits, Operations Plan, change notices, if any, the accepted bid, and the purchase order or price agreement document.

Operations means all the activities conducted by PURCHASER under this contract, including project work, logging, or post harvest activities; or the furnishing of all materials, equipment, labor, and incidentals necessary to successfully complete any individual item or the entire contract. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

Areas of Operations means the locations where PURCHASER performs the operations described in the contract.

Operations Plan means the document by which PURCHASER notifies COUNTY of the plans and schedule for completing the operations described in the contract. It also contains the names of the subcontractors, Purchaser's Authorized Representatives, and County's Authorized Representatives.

Permit means any permit required by a federal, county, or local government agency before operations under this contract may lawfully begin or continue. Permit includes an incidental take permit under the federal Endangered Species Act.

Project Location means the points or areas designated as such on Exhibit A and located on the ground by reference to points, stations, natural land features, improvements, or area boundary signs.

COUNTY means any duly Authorized Representative of Clackamas County. The Clackamas County Forester, and any designated sale inspector are duly Authorized Representatives of Clackamas County for all purposes associated with this Contract.

Timber Sale Area means the area or areas designated as such on Exhibit A and located on the ground by reference to legal subdivisions, monuments, natural land features, improvements, or sale boundary signs.

Section 4. Examination of Locations and Conditions. It is understood that PURCHASER, before signing this contract, has made a careful examination of all plans and specifications set forth in this contract; that PURCHASER has obtained full information as to the quality and quantity of materials and the character of the work required; and that PURCHASER has made a careful examination of the timber sale area and the location and conditions of work, including sources of supply for materials. COUNTY, in no case, will be responsible for any loss or cost that may be suffered by PURCHASER as a result of Purchaser's failure to be so informed.

Section 5. Title to Timber. During the period of this contract, and any extension, PURCHASER shall have the right to cut and remove the timber. That right shall automatically cease if PURCHASER defaults on the terms of this Contract in any way.

The ownership of and title to the timber shall pass to PURCHASER as the timber is paid for from the timber sale area. Any right of PURCHASER to cut and remove the timber shall expire and end at the time this contract, or any extension, terminates. All rights and interests of PURCHASER in and to the timber and logs remaining on the timber sale area shall, at that time, automatically revert to and revest in COUNTY, without compensation to PURCHASER.

Section 6. Purchase Price, Bond, and Time of the Essence. PURCHASER shall supply the performance bond, insurance, first payment, and fully executed contract to COUNTY within 30 days of the date of sale award. Failure to present the required documents within 30 days may be grounds for bid rejection. PURCHASER shall not commence work on the timber sale area until written notification has been received from COUNTY that the above requirements have been met.

- (a) Purchase price for timber: See Section 44
- (b) Performance bond: **\$ 20% OF BID PRICE**
- (c) Completion date of contract: **NOVEMBER 30, 2013**

Time is of the essence in this contract. PURCHASER shall complete and fully perform this contract within the time specified in this section, unless extended in accordance with Section 26. PURCHASER may be required to perform uncompleted contractual obligations at a time later than stated above or in Section 26. Notification of these obligations and their completion date will be made in writing by COUNTY.

Section 7. Assignment of Contract. PURCHASER agrees not to assign, transfer, convey, or otherwise dispose of this contract, or any portion thereof, or the right, title, interest, or the power of PURCHASER to execute or perform this contract, to any other person, firm, or corporation, without the previous written consent of COUNTY. Should the contract assignment be approved, it shall be in total, with no rights being retained by original PURCHASER, regardless of any assignment or delegation. COUNTY shall retain Purchaser's performance bond, and PURCHASER shall remain liable for claims as provided in Sections 9, 13, 14, and 15 of this contract.

Section 8. Subletting of Contract. It is understood and agreed that if all or any part of the logging operations or work to be done under this contract is subcontracted, such subcontracting done by PURCHASER shall in no way relieve PURCHASER of any responsibility under this contract. PURCHASER shall notify COUNTY in writing of the names and addresses of each subcontractor, prior to the commencement of any contract work by the subcontractor.

Section 9. Indemnity and Hold Harmless. PURCHASER shall indemnify, defend and hold harmless the COUNTY, the COUNTY Commissioners, their officers, agents, employees, and members, from all claims, suits, or actions of any nature resulting from or arising out of the acts or omissions of PURCHASER or its subcontractors, agents, or employees under this contract and all applicable laws and regulations. PURCHASER shall indemnify, and hold COUNTY harmless against any liability for premiums, contributions, or taxes payable under any Workers' Compensation, Disability Benefits, Old Age Benefits, including FICA, or tax withholding laws, or any penalties, fines, fees, repair obligations or other costs, including attorney's fees, arising from or related to PURCHASER's failure to adhere to all applicable laws and regulations.

Section 10. Severability. If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

Section 11. Waiver. Failure of COUNTY to enforce any provision of this contract shall not constitute a waiver or relinquishment by COUNTY of the right to such performance in the future, nor of the right to enforce any other provision of this contract.

Section 12. Jurisdiction. This contract shall be governed by and construed in accordance with the laws of the STATE of Oregon, as interpreted by the Oregon courts. Any litigation arising out of this contract shall be conducted in the courts of the STATE of Oregon.

Section 13. This section is intentionally left blank.

BONDING AND INSURANCE

Section 14. Performance Bond. PURCHASER shall furnish COUNTY with a performance bond which shall guarantee complete compliance by PURCHASER with the terms and conditions of this contract and the faithful performance of all required obligations. Bonds may be in the form of surety bonds, cash deposits, assignments of surety, irrevocable letters of credit, or other securities determined acceptable by COUNTY. Surety bonds must be written by a surety company authorized to do business in the STATE of Oregon.

Performance bonds, other than surety bonds, will be retained by COUNTY for a period of 120 days after all work has been accepted by COUNTY. Bonds will be released after 120 days, provided no claims are pending. Surety bonds will be released after all work is accepted by COUNTY. The surety company will be liable for any claim filed within the 120 day period.

Section 15. Payment Bond. PURCHASER may furnish an acceptable surety payment bond, blanket payment bond, or cash to COUNTY as guarantee for payment for timber. The bonds or cash shall be in an amount at least equal to the value of timber estimated to be removed during one-month plus 15 day billing period. In any event, the amount shall not be less than one installment payment as specified in Section 43. Under a payment bond, PURCHASER may then remove timber for a 30-day period, after which time, payment becomes due and owing. PURCHASER shall make cash payment within 15 days following the end of the monthly period. Upon payment for timber removed in the monthly period, the payment guarantee may be applied as a guarantee for a subsequent period.

A blanket payment bond shall be in an amount at least equal to the value of timber estimated to be removed from all contracts covered by the blanket payment bond during a one-month plus 15-day billing period. COUNTY may, at Purchaser's request, allocate the amount of such bond to the covered sales. PURCHASER shall obtain and furnish COUNTY with written consent of surety on forms provided by COUNTY for coverage of any contracts to which the blanket payment bond may apply.

In no event shall PURCHASER remove timber with a value greater than the amount of the payment guarantee.

Section 16. Insurance. PURCHASER shall secure, at Purchaser's expense, and keep in effect during the term of this contract, the following insurance coverage, in a policy or policies issued by an insurance company or companies authorized to do business in the STATE of Oregon. The issuing company or companies shall indicate on the insurance certificates that COUNTY will be given not less than 30 days notice of any cancellation, material change, or intent not to renew such policy.

The coverage shall be as follows:

- (a) Commercial General Liability Insurance covering personal injury and property damage in an amount not less than \$2,000,000 combined single limit per occurrence with no more than \$5,000 deductible, with a contractual liability to include all contracts involving the work to be performed under this contract.
- (b) Automobile Liability Insurance in an amount not less than \$2,000,000 combined single limit per occurrence. This coverage can be provided by combining the Automobile Liability protection with the Commercial General Liability policy.
- (c) Loggers Broad Form coverage in an amount not less than \$2,000,000 with no more than \$5,000 deductible, for costs of fire control, losses or damage from fire, and other causes arising or resulting from activities of PURCHASER, employees, contractors, and others working or acting for PURCHASER.
- (d) Worker's Compensation insurance as statutory required for persons performing work under the contract.
- (e) The insurance policy or policies required under this section, excluding Loggers Broad Form, shall name the COUNTY of CLACKAMAS, the COUNTY Commissioners, their officers, agents, employees, and members as additional insured.
- (f) As evidence of the insurance coverage required by this contract, PURCHASER shall furnish a certificate or certificates of insurance including all of the foregoing coverage to COUNTY.
- (g) Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Agreement, unless this requirement is expressly modified or waived by the County.

LAWS AND REGULATIONS

Section 17. Payments, Contributions, and Liens. Under the provisions of ORS 279B.220 PURCHASER shall:

- (a) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

- (b) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (c) Not permit any lien or claim to be filed or prosecuted against the COUNTY, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

Section 18. Permits, Licenses, and Safety. PURCHASER shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and the lawful prosecution of the work. In the performance of the work to be done under this contract, PURCHASER shall use every reasonable and practicable means to avoid damage to property and injury to persons. The responsibility of PURCHASER STATED herein shall cease upon the work being accepted as complete by COUNTY.

Section 19. Workers' Compensation Insurance. PURCHASER shall perform the work to be done under this contract in accordance with the requirements of the Workers' Compensation Law of the STATE of Oregon during the term of this contract. In addition, the PURCHASER, its subcontractors, if any, and all employers providing work, labor, or materials under this contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and 656.029, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-State employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform the work without the assistance or labor of any employee need not obtain such coverage.

Section 20. Medical Care. PURCHASER shall promptly, as due, make payment 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 such PURCHASER, of all sums which PURCHASER agrees to pay for such services and all moneys and sums which PURCHASER collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 21. Labor Laws and Prevailing Wages. Insofar as applicable to the work to be done under this contract, PURCHASER shall pay prevailing wages and comply with all STATE and federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS Chapter 279B, which relates to wage rates to be paid on public works. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, except in cases of contracts for personal services as defined in ORS 279A.055. The employee shall be paid at least time and one-half pay:

- (a) For all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- (b) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- (c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. Employers must give written notice to employees of the days and hours of required work.

Section 22. Laws, Regulations, and Orders. PURCHASER shall at all times observe and comply with all federal and state laws, and lawful regulations issued hereunder, and local bylaws, ordinances, and regulations, which in any manner affect the activities of PURCHASER under this contract. PURCHASER shall observe and comply with all orders or decrees that exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of PURCHASER. If any act of PURCHASER results in the violation of any such law, PURCHASER shall be responsible for remedying the violation as follows: by paying any and all fines, penalties, or citations; by immediately stopping any act, or, when such violation is caused by failure to act, by immediately acting in a compliant manner; and by returning the COUNTY's property to a status that is fully compliant with all applicable laws.

PURCHASER's duty to comply with all laws expressly includes, but is not limited to, Federal laws dealing with environmental issues such as the Clean Water Act, the Clean Air Act, the Endangered Species Act, the Federal Land Policy and Management Act, National Environmental Policy Act and Oregon laws applicable to the subject matter of this contract including the rules and regulations of the Oregon Forest Practices Act, Oregon STATE Board of Health, and the Environmental Quality Commission relating to the protection of soil, air, and water resources.

MATERIALS AND IMPROVEMENTS

Section 23. Materials from COUNTY Property. PURCHASER shall not take, sell, use, remove, or otherwise dispose of any sand, gravel, rock, earth, or other material obtained or produced from within the limits of rights-of-way, gravel pits, rock quarries, or other property owned by or held by COUNTY, unless authorized by this contract or written consent of COUNTY.

Section 24. Materials and Improvements. Title to materials, improvements, and other property required of PURCHASER by this contract, shall vest in and become the property of the COUNTY at the time such are furnished by PURCHASER and accepted by the COUNTY. Only materials, improvements, and property free and clear of liens, claims, and encumbrances shall be furnished by PURCHASER.

All existing improvements located on COUNTY land, and any improvements placed on COUNTY land by PURCHASER which become the property of the COUNTY, including roads, shall be safeguarded by PURCHASER, and if injured or damaged by PURCHASER or by contractors of PURCHASER, shall be repaired as soon as possible under existing conditions by PURCHASER, without cost to the COUNTY.

Section 25. Removal of Equipment and Materials. Upon completion of the requirements of this contract, PURCHASER shall promptly remove from the timber sale area and work location, and other property owned or controlled by COUNTY, all equipment, materials, and other property PURCHASER has placed or caused to be placed thereon that is not to become the property of COUNTY. It is agreed that any such equipment, materials, and other property that are not removed, shall become the property of COUNTY and may be used or otherwise disposed of by COUNTY without notice or obligation to PURCHASER or to any party to whom PURCHASER may transfer title. Nothing in this section shall be construed as relieving PURCHASER from an obligation to clean up and to burn, remove, or dispose of debris, waste materials, and such, in accordance with the provisions of this contract. To the extent COUNTY experiences any costs from the cleanup or removal of any property left on the work site, PURCHASER shall be responsible for such costs and shall promptly pay COUNTY after receipt of an invoice for the same.

EXTENSIONS, MODIFICATIONS, AND DEFAULT

Section 26. Causes Beyond Control. In the event PURCHASER is prevented by a cause or causes beyond reasonable control of PURCHASER from performing any obligation of this contract, such nonperformance shall not be deemed to be a breach of this contract such as to render PURCHASER liable in damages

therefore or to give rise to the cancellation thereof; provided, that if and when such cause or causes shall cease to prevent such performance, PURCHASER shall exercise all reasonable diligence to resume and complete performance of such obligation with the least possible delay. "Cause or causes beyond reasonable control," is defined as any one or more of the following causes affecting operations of PURCHASER: fire or other casualties and accidents not caused by PURCHASER or their agents or employees; strikes, riots, and civil commotions unrelated to PURCHASER; war and acts of public enemies; storms, floods, and other unusual climatic conditions, including droughts and low humidity, or orders of duly constituted public authorities; acts of God, and other similar circumstances beyond the control of PURCHASER.

Section 27. Extension of Time. An extension of time for performance of this contract may be made by COUNTY only upon written request from PURCHASER, and with the written consent of an extension of the security by the surety of PURCHASER. In addition to the cause or causes beyond the reasonable control of PURCHASER specified in Section 26, the extension under this section may be granted because of purchaser's participation in priority salvage operations on other COUNTY lands which did not exist prior to the date of this contract.

If none of the above conditions apply, COUNTY may, at its option, grant an extension of time when it is in the best interests of COUNTY. Market conditions shall not be considered a reason for extension under this section.

A written request must be received by COUNTY not later than 30 days prior to the expiration date of this contract, unless the cause for delay in performance occurred within the 30 days prior to the expiration of the contract; in which event, written application must be made prior to the expiration date. The written request for extension shall state the date to which the extension is desired, the area of the sale to be extended, and the reason(s) why the extension is necessary.

COUNTY will make the final determination as to whether the reasons given for nonperformance by PURCHASER shall be grounds for an extension. If COUNTY accepts the reason(s) for extension, COUNTY may grant an extension of time, not to exceed one year, subject to one or more of the following conditions:

- (a) COUNTY may require payment at the time of the extension of the full amount of the unpaid balance of the purchase price. In the case of scale or recovery sales, such payment will be an advance deposit, based on remaining volume, as estimated by COUNTY.
- (b) In lieu of full payment, if PURCHASER is not otherwise in arrears in required payments, COUNTY may grant additional time for payment of the unpaid balance. Such granting of additional time for payment shall require PURCHASER to make installment payments based on timber removal as required by Section 43 of the contract, and pay an interest charge on all payments received after the original expiration date.
- (c) COUNTY may require completion of certain requirements of the contract, such as fire trail construction, snag felling, slash preparation work on logged portions of the sale area, and road construction or maintenance.
- (d) Payment of an extension fee as determined by COUNTY. Such fee will be based upon the loss of production, extra reforestation costs, brush control costs, slash disposal costs, or other costs which may be caused by the extension. The extension fee will not be less than \$250.

- (e) COUNTY may waive requirement for full payment, or payment of interest charge on unpaid balance, when, in the opinion of COUNTY, extenuating circumstances warrant such waiver or the extension is of benefit to COUNTY.

Section 28. Contract Modifications. COUNTY reserves the right to make, at any time during the contract, such modifications as are necessary or desirable; provided such modifications shall not change the character of the work to be done nor increase the cost, unless such work or cost increase is approved in writing by PURCHASER. Any modifications so made shall be in writing and shall not invalidate this contract nor release PURCHASER of obligations under the performance bond. PURCHASER agrees to do the modified work as if it had been a part of the original contract.

Section 29. Adjustment of Contract. Notwithstanding any other provisions of this contract, COUNTY may, pursuant to Oregon law, make adjustments in the contract when major catastrophes materially affect the volume and value of timber, or work to be done under the contract. Examples of major catastrophes can be windstorms, floods, fire, or other acts of God, which are beyond the control of PURCHASER and in no way connected with negligent acts or omissions of PURCHASER, its officers, employees, agents, or subcontractors. Market conditions will not be considered a reason for contract adjustments. Such adjustments may be made to place the parties in their original status under the contract insofar as possible; provided, however, that any loss or cost to PURCHASER is in no way recoverable from third parties by PURCHASER and that PURCHASER make written application to COUNTY within 30 days after discovery of the damage done by the catastrophe.

If, prior to acceptance of project work, a catastrophe (as defined above) caused by a single event results in additional work for PURCHASER involving an additional estimated cost of more than:

- (a) \$500 for sales less than one-half million board feet;
- (b) \$1.00 per thousand (1000) board feet for sales of one-half million to three million board feet; or
- (c) \$3,000 for sales over three (3) million board feet, COUNTY may adjust the contract and become responsible for any additional estimated cost which exceeds the above amount. Adjustments by COUNTY will be based on advertised volumes and may be accomplished by adjusting stumpage prices or payment of such cost to PURCHASER or by performing its share of the necessary work. The estimated cost of additional work shall be calculated by COUNTY.

Section 30. Violations, Suspensions, and Cancellation. If PURCHASER violates any of the provisions of this contract, COUNTY may, after giving written notice, suspend any further operations of PURCHASER under this contract, except those operations necessary to remedy any violations.

If PURCHASER fails to remedy any violations of this contract within 10 days after receipt of the suspension notice given under this section, COUNTY may, by written notice, cancel this contract and take appropriate action to recover all damages and expenses suffered by COUNTY by reason of such violations, including application of any advance payments and any performance bonds toward payment of such damages.

If PURCHASER cuts or removes any of the timber under this contract during any period of suspension, or if PURCHASER cuts any of the timber after the expiration of the time for cutting or the cancellation of this contract, such cutting or removal shall be considered a willful trespass and render PURCHASER liable for treble damages in accordance with applicable Oregon law.

COUNTY shall have the authority to suspend the activities of PURCHASER and contractors of PURCHASER, wholly or in part, under this contract for such period or periods necessary due to changes in applicable law, fire hazard conditions or other severe weather occurrence.

Section 31. Settlement for T & E Species. In the event COUNTY or any other regulatory agency or body determines this contract may jeopardize the continued existence of a species presently, or subsequently, listed as threatened or endangered pursuant to the Endangered Species Act of 1973, as amended (16 U.S.C. 1531-1536, 1538-1540), or ORS 496.172 to 496.192, COUNTY may terminate this contract in whole or in part.

In the event of termination or partial termination, PURCHASER agrees that its sole and exclusive remedy shall be the sum of:

- (a) The value of any project work completed but not yet credited through amortization;
- (b) The estimated expenditures for felling, bucking, lopping, skidding, and decking any products so processed, but not removed from the sale area; and
- (c) The actual expenses involved in acquiring and holding this contract.

Cost and expenditure estimates for items listed in (a) and (b) shall be based upon COUNTY'S appraisal for the sale. Actual expenses in (c) do not include lost profits, replacement costs of timber, or any other consequential damage suffered by PURCHASER. PURCHASER agrees to provide receipts or other documentation to COUNTY which clearly identify and verify actual expenditures.

In the event of termination of this contract, in whole or in part, by COUNTY, PURCHASER agrees that the liability of COUNTY shall be limited to the express remedies contained in this provision.

Section 32. Debt Limitation. To the extent COUNTY may incur any financial obligation under this Contract, this Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.

Section 33. Default. Any default by PURCHASER in the performance of this contract shall be subject to the provision of Oregon Administrative Rule 629-32-000 through 070. The provisions of such rule are incorporated into this contract and made a permanent part hereof by their reference as though fully set forth herein. The following terms shall be substituted in said rule for it to apply to this contract: "The Clackamas County Forester" shall be substituted for "Forester", and "Clackamas County" shall be substituted for "Board of Forestry" and "State".

NOTICES, PLANS, AND INSPECTIONS

Section 34. Work Responsibility and Acceptance. For all purposes of this contract, "work" shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the projects, duties, and obligations, including slash disposal, imposed on PURCHASER by this contract.

Prior to the completion and final acceptance of work, PURCHASER shall be held responsible for, and shall correct any injury or damage to, the work or any part of the work, from any cause whatsoever, unless adjustment is made pursuant to Section 27.

COUNTY shall make final inspection of work done by PURCHASER within ten (10) calendar days after written notification is received by COUNTY from PURCHASER stating that the work is completed. Following inspection, COUNTY will notify PURCHASER of acceptance in writing. If the work is not acceptable to COUNTY, COUNTY shall advise PURCHASER in writing of the particular defects to be remedied before final acceptance by COUNTY can be made.

Section 35. Notices. Any written notice to PURCHASER which may be required under this contract to be served on PURCHASER by the COUNTY may be served on to PURCHASER or designated representative(s) by mailing the notice to the address of PURCHASER as is given in this contract, or by leaving the notice at said address. Should PURCHASER be required to notify COUNTY concerning the progress of the work to be done, or concerning any matter or complaint which PURCHASER may have regarding the contract subject matter, or for any other reason, that notification is to be made in writing and delivered or mailed to the designated representative of COUNTY.

Section 36. Authorized Representative. During any period of logging operations or activity on the timber sale area, and during any period of work performance required by this contract on location, PURCHASER shall have a designated representative(s) available to COUNTY on the timber sale area or work location, or both, where such activity is separated. The representative(s) shall be authorized to receive any notice or instructions from COUNTY on behalf of PURCHASER and to take any action required in regard to performance of PURCHASER under this contract. COUNTY shall designate a field representative(s) who shall be authorized to receive notices, inspect progress of the work, and issue instructions in regard to performance under the terms of this contract. Authorized representatives of COUNTY and PURCHASER shall be designated in the Operations Plan required by Section 38.

Section 37. Inspection. COUNTY, through its authorized and designated representative, shall at all times be allowed access to all parts of the logging operations and work locations of PURCHASER, as may be required to make a complete and detailed inspection. COUNTY shall be furnished such information and assistance by PURCHASER, or the designated representative(s).

Section 38. Operations Plan. PURCHASER shall prepare an Operations Plan for all operations to be conducted under this contract and submit the plan to COUNTY at least five (5) calendar days prior to commencement of any work. This plan shall be prepared on a form provided by COUNTY, and shall be used for all types of operations, including project work, logging, and post harvest requirements. COUNTY may require an on-site meeting prior to approval of the Operations Plan, attended by PURCHASER, subcontractor, and COUNTY representatives. County's approval of the Operations Plan must be obtained prior to commencement of any operation, and PURCHASER must comply with this plan. PURCHASER shall notify COUNTY whenever operations will be inactive for more than three days, and again when operations will be resumed.

Upon approval by COUNTY, the Operations Plan will automatically be incorporated into, and made part of, this contract. PURCHASER'S strict compliance with the Operations Plan, as approved by COUNTY, is a material condition and covenant of this contract.

Any changes to the plan must have COUNTY approval in writing. PURCHASER shall comply with all provisions of the Written Plan in accordance with the Oregon Forest Practices Act.

TIMBER SALE AREA

Section 39. Timber Sale Area. The timber sale area is located on Exhibit "A" of this contract. For all purposes of this contract, "timber sale area" shall be understood to mean the area or the areas designated

as such on Exhibit A and located on the ground by reference to legal subdivisions, monuments, natural land features, improvements, or sale boundary signs.

PURCHASER shall be exclusively responsible for any taking of timber, infliction of damage, or trespass beyond the boundaries of the timber sale area resulting from any activities of PURCHASER. Any trespass resulting from the acts or omissions of PURCHASER will be deemed a breach of this contract. For said trespass and breach, PURCHASER shall pay the COUNTY the following damages:

- (a) Treble the contract value, as defined in Section 45, "Log Prices," for each species involved in the trespass, if purchaser's acts or omissions are willful or intentional or;
- (b) Double the contract value, as defined in Section 45, "Log Prices," for each species involved in the trespass, if purchaser's acts or omissions are not willful or intentional.

Section 40. Designated Timber. In accordance with Section 1, the following is designated timber.

- (a) All trees over eight inches (8") in diameter at breast height inside the timber sale area.
- (b) Trees marked with orange paint or posted with boundary signs or similar COUNTY signs are reserved from cutting, unless instructed otherwise by the COUNTY.

Section 41. Protection of Markings and Monuments. PURCHASER shall not remove, alter, damage, or destroy any signs, posters, markings, land survey corners, witness trees, or corner reference tags pertaining to the timber sale or land survey. Should such damage or disturbance occur, PURCHASER shall report it to COUNTY within 24 hours of the incident, and shall prevent any further damage or disturbance from occurring. PURCHASER shall be responsible for the re-establishment of legal subdivision markers or monuments damaged by purchaser's activities. COUNTY may reestablish such markers or monuments and bill PURCHASER for the expense incurred.

In the event it is necessary to disturb any legal land survey corner in order to conduct any activity under this contract, PURCHASER shall notify COUNTY. PURCHASER shall not disturb any corner until COUNTY has referenced or otherwise preserved the corner.

Section 42. Simultaneous Use of Area. COUNTY reserves the right to issue written authorization to others to use the timber sale area or access roads provided that, in the determination of COUNTY, such use will not materially interfere with the operations of PURCHASER. During the period of this contract, COUNTY reserves the right to sell any products or materials from the timber sale area, provided that the products or materials are not covered by this contract and that removal will not materially interfere with the operations of PURCHASER. PURCHASER shall not interfere with the use of roads by other authorized users. PURCHASER shall not be held liable for any acts, omissions, or neglect of authorized simultaneous users.

PAYMENTS AND ACCOUNTABILITY

Section 43. Payment Schedule. The purchase price for timber sold under this contract shall be paid in advance as follows:

The first payment shall be paid within 30 days of the sale award or before operating, whichever is first. First payment shall be 20 % of the total estimated bid value. The total estimated bid value will be the sum obtained by multiplying estimated timber volumes by the prices given in Section 45 (including the estimated value of no bid species). Cash bid deposits will be applied to the initial payment.

Subsequent payments shall be made in advance of timber removal, and as described in the payment schedule. The total estimated bid value is the sum obtained by multiplying estimated timber volumes by the prices given in Section 45 (including the value of hardwoods).

PAYMENT SCHEDULE:

- (a) Logging progress payments shall be made by PURCHASER for timber removed under this contract in a manner that maintains at all times a 20% reserve until the bid price is paid. Logging progress payments will be determined by scale reports as required in Section 47 of the Contract, or as determined by the County Forester.
- (b) Regardless of logging progress, the following payment schedule shall be met:
 - 1. Twenty percent (20%) of the bid price must be paid at the time of contract signing. The bid deposit, if cash or check, shall apply to this payment.
 - 2. An additional twenty percent (20%) of bid price including logging progress payments, must be paid by June 30, 2013.
 - 3. The total bid price (based on the County cruise), must be paid by November 30, 2013.

Total purchase price shall be calculated **AFTER** all log scale is reported by multiplying prices in Section 45 by scaled volume. COUNTY will refund any advance payment in excess of total price, or PURCHASER shall pay any deficit within 10 days of notice.

Section 44. Payments and Interest. Payments required of PURCHASER by this contract or modifications of this contract shall be received by COUNTY within the time period stated on the instrument requesting payment from PURCHASER.

Payments received after the due date stated on the billing instrument may be subject to an interest charge. The interest rate applied to overdue payments will be the prime interest rate in effect on the day the payment became delinquent, as established by US Bank, Ladd and Bush Branch, plus four percent (4%). Interest will be calculated from the date of the original billing to the date payment is received by the COUNTY Forest Program Forester.

Section 45. Log Prices. The following price schedule shall apply for all designated timber; and payment shall be for **NET** log scale, unless noted.

Log prices shall be:	
Douglas-fir	\$ 496.34
Hemlock, noble fir and grand fir	\$ 400.00
Red alder	\$ 200.00
Big leaf maple	\$ 50.00
Western red cedar	\$ 625.00
Utility logs, adjusted gross scale.	\$ 50.00
Pulp by weight	\$ 5.00 /ton
Conifer species not named will be the same price as hemlock.	
Hardwood species not named will be the same price as big leaf maple.	

Section 46. Log Removal. All logs defined below shall be removed as designated timber under this contract, at prices given in Section 45.

- (a) Any conifer log that conforms with grading rules for peeler or sawmill grades and meets or exceeds both of the following minimum requirements: five inches (5") in gross scaling diameter, containing ten (10) board feet (net).
- (b) Any conifer log that meets the specifications of utility grade or special cull grade.
- (c) Any hardwood log containing twenty or more (20) board feet.

For purposes of log removal requirements, minimum net log volume shall be determined by the net volume of the full log length rather than the volume of individual segments.

Other logs may be removed from designated timber sale area under this contract at prices given in Section 45.

Log grades are defined in the Official Log Scaling and Grading Rules published by the Northwest Log Rules Advisory Group in effect at the time logs are scaled.

PURCHASER shall not deliberately buck logs to reduce log sizes to less than minimum requirements for merchantable logs, and shall take reasonable precautions to prevent breakage losses in felling and yarding. Log lengths shall be adjusted to secure the most utilization of merchantable timber.

Section 47. Log Accountability By Log Load Receipts. PURCHASER shall completely and accurately fill out all portions of a multipart, serially numbered log load receipt before each truck leaves the landing area. PURCHASER shall require the truck driver of each load of logs to sign the woods receipt. PURCHASER shall staple the load receipt and scaler receipt parts to the load as instructed on the log load receipt directions and as directed by COUNTY. PURCHASER shall require the scaler to record the log load receipt number on the scale ticket that is signed by the scaler, and to attach the scaler receipt part to a copy of the scale ticket and mail to COUNTY on the date scaled.

COUNTY will issue PURCHASER sufficient books of serially numbered log load receipts to cover not over 30 days of operation, as determined by COUNTY. PURCHASER shall sign a receipt for each book of receipts and be fully accountable for all serially numbered woods and scaler receipts tickets. PURCHASER shall retain all woods receipts in each book and return to COUNTY as soon as all receipts in each book have been used. Unused books or portions of books shall be returned to COUNTY during sale inactivity over 30 days, and at the completion of timber removal from the sale area.

PURCHASER shall account for each and every serially numbered log load receipt, and shall pay damages to COUNTY for all log load receipts not accounted for by proof of scaling. Damages shall consist of full stumpage rate for each missing receipt, on the basis of average volume of the ten (10) largest loads of logs scaled from the sale area, charged at the highest species rate.

PURCHASER shall not intermingle COUNTY timber or logs designated by this contract with any other timber or logs before log scaling occurs, unless otherwise approved by COUNTY.

Section 48. Log Measurement.

Scaling Locations, Rules, and Organizations. All logs from timber sold under the terms and conditions of this contract shall be:

- (a) Scaled at the closest multiple scaling location to the timber sale area, unless otherwise approved by COUNTY;

- (b) Scaled at scaling locations approved by COUNTY;
- (c) Scaled by a third-party scaling organization with a current agreement with COUNTY; and
- (d) Scaled using the Official Log Scaling and Grading Rules (as adopted by the Northwest Log Rules Advisory Group) and COUNTY special service scaling instructions in effect at the time the logs are scaled. Utilization scale shall be handled in accordance with Section 52. Scaling of hardwood loads is required.

PURCHASER shall enter into a written agreement with a third-party scaling organization for the scaling of logs removed from the timber sale area. PURCHASER shall furnish COUNTY with a copy of the scaling agreement upon request. Logs shall not be delivered unless an authorized third-party scaling organization scaler is available to scale load.

PURCHASER shall provide COUNTY with remote check scaling opportunities for logs scaled under this contract.

In the event scaling is suspended for any reason, hauling operations shall be immediately suspended until approved alternate scaling services are provided, or service by the scaling organization is resumed.

Cost of Scaling. All costs of scaling and all costs in connection with reports furnished and delivered to COUNTY shall be paid by PURCHASER.

PURCHASER shall require the scaling organization to furnish copies each week to COUNTY of all scaled certificates showing gross and net volumes, by species and grade, of all logs scaled during the week. Upon request by COUNTY, PURCHASER shall also require the scaling organization to furnish and attach a log detail listing to each weekly scale certificate showing all COUNTY logs included on the certificate.

Scaling Instructions. PURCHASER agrees that COUNTY will provide instructions to the approved third-party scaling organization for the scaling practices to be used for timber removed from the timber sale area. Instructions will conform to the terms of this contract, including special scales as necessary. PURCHASER shall acknowledge and sign such instructions and will receive a copy.

Minimum Products Specifications and Special Scale information are shown in Section 46.

Logs Damaged During Handling. Mechanical damage to logs shall be prevented during log loading, unloading, and roll-out. Deductions for damage occurring during these operations will not be allowed.

Add-Back Volume. Scaling deduction for deterioration due to abnormal delay in removal of logs from the sale area will not be allowed in determining net volume. Volume of material deteriorated due to delay in removal will be reported to COUNTY and paid for at the contract price. Cost for separate reports shall be paid by PURCHASER.

Conversion Factors. COUNTY may approve the use of appropriate conversion factors, sample scaling techniques, and measurement by weight when such methods are a more practical means to measure the timber and logs sold by this contract. Measurement for converting factors, random sample determination, and weighing of the products shall be done by an approved independent third party or COUNTY employee.

Section 49. Log Branding. Every log removed from the timber sale area by PURCHASER shall be clearly branded using COUNTY Brand, CC 5, and painted with a minimum two inch (2") diameter spot of HIGHLY VISIBLE GREEN paint, (supplied by PURCHASER, brand of paint approved by the County), unless otherwise approved in writing by COUNTY. Paint should be applied on both ends of the logs if possible. COUNTY may

issue PURCHASER one or more branding hammers registered to COUNTY. PURCHASER shall use only those brands issued or approved by COUNTY for timber sold under this contract. Only those brands issued by COUNTY for use on timber sold under this contract shall be allowed on the sale area at any time.

When branding and painting of all logs is impractical because of the small size of the logs and number per load, COUNTY may give written authorization for use of a combination of brands and paint. In this case, at least half of the logs shall be branded, and all logs shall be painted with a minimum two inch (2") diameter spot of HIGHLY VISIBLE GREEN paint.

In addition, PURCHASER shall brand and paint all logs left singly or in decks along rights-of-way, and shall brand and paint all logs yarded and left on landings after termination of operations each day. PURCHASER shall make every effort to remove logs from roads or landings within a reasonable period of time, and agrees to notify COUNTY in advance of intention to leave logs decked along roads or on landings for more than 96 hours. COUNTY may scale such decked logs, and PURCHASER shall be responsible for the costs of such scaling and for any loss due to theft or deterioration.

When the brand registered to COUNTY is issued, PURCHASER agrees to sign a receipt for those branding hammers and to return them in good condition within 14 calendar days of completion of log hauling. PURCHASER shall pay a fee of \$50 to COUNTY for each branding hammer returned to COUNTY in damaged and unusable condition, or \$100 for each branding hammer not returned within the time specified by COUNTY.

Section 50. Hauling and Operating Time Restrictions. PURCHASER shall not haul logs from the sale area on weekends, COUNTY-observed holidays, or outside the hours of 5:00 a.m. to 6:00 p.m. daily, without notification and approval by COUNTY. Trucks hauling logs through residential areas shall minimize the use of exhaust brakes, especially before 8 AM.

Section 51. Route of Haul. PURCHASER shall furnish to COUNTY, at the time of making request for scaling approval, a map showing the scaling location and the precise route of haul which will be used to haul logs from the sale area to the scaling location. Such route of haul will be the most direct haul route between the two points, unless another route is approved by COUNTY. The route of haul may be changed only with advance notice to and approval by COUNTY.

Upon loading at the sale area, a log load shall be directly hauled to an approved scaling location, if required to be scaled. No storing of log loads for delayed delivery will be allowed, without prior approval from COUNTY.

Section 52. Utilization Scale. COUNTY shall scale logs or portions of logs that are broken, wasted, or not removed by PURCHASER due to:

- (a) Improper felling or bucking of the logs;
- (b) Failure to remove the logs prior to deterioration; and
- (b) Logs remaining on the sale area after completion of logging, provided the logs were merchantable prior to breakage or wastage. PURCHASER shall pay for the logs at the contract price designated in Section 45. COUNTY shall notify PURCHASER of the volume of logs so scaled. Payment shall be considered due on such volume as if the logs were removed on the date of said notification.

In the event PURCHASER disagrees with the findings made by COUNTY under this section, PURCHASER may furnish scaling by a third-party scaling organization acceptable to COUNTY. Costs and expenses of such third party shall be paid for by PURCHASER, and the findings of the third party shall be final.

Section 53. Special Products. PURCHASER shall not sell special products from the sale area, or allow firewood, shake, or post cutting, or any other special product manufacturing on the sale area without prior written approval of COUNTY. If COUNTY grants approval for special product manufacturing, PURCHASER shall make satisfactory arrangements for measurement of the products. Special products are any products not in log form manufactured from material having a price under the contract.

Section 54. Access. PURCHASER shall use the roads shown or indicated on Exhibit A for access to the timber sale area and project locations. If PURCHASER desires to use an alternative route, it will be Purchaser's responsibility to secure that access and obtain written COUNTY approval for the route. The use of access roads shall be limited to that necessary to carry out the terms and provisions of this contract. Except as otherwise provided for in this contract, PURCHASER shall have the right of access over, in, and through the timber sale area for the purpose of cutting and removing the timber or performing the work to be done. PURCHASER in so using, improving, or constructing roads shall at no time have an interest in the land, other than the right of access. PURCHASER shall comply with all applicable terms and conditions of any access documents described in the provisions of this contract, which are by this reference made a part of this contract.

Section 55. New Road Construction. If the scope of PURCHASER's work includes the construction of any road on the COUNTY's property, PURCHASER shall design and construct the road in a manner that is consistent with logging industry standards and practices. In addition, PURCHASER shall ensure that all road design and construction includes a sufficient number of culverts in areas where drainage is necessary, and that the road design and construction does not result in an inappropriate amount of erosion or sediment so as to cause impacts on water quality.

For any road that is designed or constructed by PURCHASER and that will not be removed prior to the termination of this contract, PURCHASER shall defend, indemnify, and hold harmless COUNTY against any claim, suit, or action for damages related to said design or construction.

Section 56. Road Maintenance. Purchaser's responsibility for normal road maintenance commences with Purchaser's first use of a road for any activity under the contract. Purchaser's responsibility will continue through any active periods until final acceptance of the road maintenance for this sale is made by COUNTY.

Under this contract an active period is defined as the general time period during which felling, bucking, yarding, loading, hauling or road building are occurring on the timber sale site, or any other time when heavy equipment is being operated or stored on COUNTY property under this contract.

Normal road maintenance applies to all existing roads used for any activity under this contract. A road which is constructed or reconstructed by PURCHASER shall assume the status of an existing road upon acceptance in writing by COUNTY.

Normal maintenance includes work needed to protect the road from seasonal weather damage, restore damage caused by road use, and safeguard soil, water, and drainage structures, as follows:

- (a) PURCHASER shall maintain the existing cross section of dirt or graveled roads by blading and shaping the surface and shoulders. Banks shall not be undercut. Established berms shall be maintained. Additional berms shall be placed where needed to protect fills. COUNTY may require cross ditching on certain roads.
- (b) PURCHASER shall perform all cleanups including the removal of bank slough, minor slides, and fallen timber. This material shall be deposited at a location identified by COUNTY.

PURCHASER shall replace material eroded from fill slopes and clean out drainage ditches and culverts.

- (c) PURCHASER shall patch and place additional rock on gravel road surfaces as necessary to repair damage and restore the road, as requested or directed by the COUNTY.
- (d) PURCHASER shall remove brush or tree growth which encroaches on the road and develops during the contract period. Herbicides may be used only with written authorization of COUNTY.
- (e) Culverts need to be open, free flowing, and in good working order. If they become damaged, PURCHASER shall promptly cut back, repair, or replace the culverts. Outlets shall be open and free of debris so blockage will not occur.
- (f) PURCHASER's road maintenance activities shall minimize erosion and sediment delivery that impacts water quality. Such activities may include spreading an approved rock grade on road surfaces, or placement of hay bales in ditches.

While performing normal road maintenance work, PURCHASER shall not contaminate gravel or bituminous road surfaces by covering or mixing earth or debris from ditches, slides, or other sources. PURCHASER shall not blade any of the surface road material from the roads.

While performing logging operations, PURCHASER shall minimize damage to ditches, cut banks, fill slopes, and road surfaces. Where damage does occur, PURCHASER shall restore the road to its original condition, as directed by COUNTY.

All roads in the sale area shall be kept free of obstructions and maintained in a condition that permits ongoing travel during the operation, unless otherwise approved by COUNTY.

Prior to any inactive periods, drainage systems on the roads and landings will be reestablished so that:

- (a) Exposed soil will not erode into waters of the STATE; and
- (b) Drainage water will not saturate fills.

During active periods, PURCHASER is responsible for maintenance needs that are caused by public use of the road and that can be accomplished under the terms of normal maintenance. Upon written approval from COUNTY, PURCHASER may restrict use of the roads by others. Measures may include signing, gating, or blocking off the road. Approval of measures by COUNTY does not relieve PURCHASER from normal maintenance responsibilities during active periods in the event that such measures do not restrict vehicular traffic.

Upon written acceptance of road maintenance at the end of the active period, PURCHASER will not be required to perform normal road maintenance during the inactive period. Upon resuming activity, PURCHASER shall resume maintenance.

HARVESTING OPERATIONS

Section 56. Felling. PURCHASER shall comply with the following requirements for felling:

- (a) Fell all trees within the sale area EXCEPT trees marked with fresh orange paint.

- (b) Tractor skid roads and loader roads will be designated on the unit prior to any felling. All skid roads and landings shall be marked on the setting by PURCHASER and approved by COUNTY PRIOR to felling of these skid-road and landing-marked trees. Rub trees shall be removed after logging of the setting has been approved by COUNTY.
- (c) Trees shall not be felled across timber sale boundaries, unless authorized in writing by COUNTY. Any trees that fall across sale boundaries shall be yarded back into the sale area prior to limbing or bucking.

Section 57. Protection of Soil. In those sale areas, or portions thereof, where ground yarding has been approved in the Operations Plan, PURCHASER may use ground yarding equipment, cable systems, or a combination of these for yarding logs, subject to the following restrictions.

- (a) When ground yarding is used, PURCHASER must use the type of ground yarding equipment as specified in SPECIAL CONDITIONS, Section 63. However, PURCHASER must limit skid roads and trails used to ten percent (10%) or less of the ground yarded area and restrict equipment operations to these skid roads and trails.
- (b) Preexisting openings within the stand, existing skid roads and/or trails shall be used whenever possible; and soil disturbance, or construction of new skid roads and trails shall be limited to that necessary to log the area. Total area of soil disturbance of old and new skid roads and trails used shall not exceed ten percent (10%) of the ground yarded area.
- (c) Ground yarding equipment shall not operate under conditions where soils are rutted or excavated to a depth of eight inches (8") or more.
- (d) Ground yarding equipment shall not operate on slopes greater than 35 %. Written approval may be granted for short distances on slopes exceeding 35 % when, in the opinion of COUNTY, it would be unreasonable to yard by pulling line.
- (e) Ground yarding will be permitted on haul roads, only when authorized by the COUNTY in writing.
- (f) Prior to the beginning of felling operations, PURCHASER shall mark the locations, on the ground, of all major skid roads, subject to COUNTY approval. Felling shall be "to lead" to those marked trails and those trail locations adhered to, unless otherwise approved in writing by COUNTY.

If the above conditions are not met by PURCHASER, COUNTY at its option reserves the right to require either or both of the following:

- (a) Suspend yarding, require PURCHASER to mark skid trails and roads on the ground, and obtain prior approval before resuming yarding activities.
- (b) Suspend yarding during portions of the year when soil moisture is critical as determined by the COUNTY.

Time lost while COUNTY exercises any of the above options shall be considered cause for contract extension.

Section 58. Damage to Reserved Trees. Reserved trees are those trees on the timber sale area, or on adjoining COUNTY property, which are not sold to nor are to be cut by PURCHASER. If damage to reserve trees occurs

and is determined unavoidable by COUNTY, or results from activities approved in the Operations Plan, then no charge will be made for damage.

If Purchaser's activities result in avoidable damage to reserved trees as determined by COUNTY, PURCHASER shall pay for such trees at the following rates:

- (a) Single the contract value shall be paid when:
 - (1) "Minor damage" to reserved trees occurs during the course of normal logging. Minor damage is defined as bark removed down to the cambium layer of a tree, such removal affecting at least twenty-four (24) square inches, but less than damage defined as "major damage."
 - (2) Trees must be cut in order to facilitate contract operations, or for safety around landings, as approved in writing by COUNTY.
- (b) Double the contract value shall be paid when:
 - (1) "Major damage" to reserved trees is caused by operations of PURCHASER. Major damage is defined as bark removed down to the cambium layer over an area of the bole which has one dimension (height or circumference) greater than the diameter of the tree, or any visible bark removal on the tree roots.
 - (2) Tree top is knocked out.
 - (3) More than 50 % of live crown is removed.
- (c) Treble the contract value shall be paid when: *Not Applicable.*

For each species sold on a recovery basis, contract value is defined as the price per MBF listed in Section 45.

For species sold on a lump sum basis, the contract value for each species shall be determined by using county's timber appraisal value (prior to amortization of project costs), multiplied by the bid-up factor for the sale.

COUNTY may direct damaged trees to be left. In that case, payment for damage to reserved trees will be reduced by single the contract value of such trees.

The payment for reserved trees shall not release PURCHASER from liability for other damage to the property of COUNTY.

If more than ten percent (10%) of the conifer reserved trees suffer "minor damage," or if any conifer reserved trees suffer "major damage" as defined, COUNTY reserves the right to:

- (a) Suspend felling and/or yarding until corrective measures have been agreed upon by COUNTY and PURCHASER.
- (b) Require limitations on log length and/or the number of logs in each yarding turn.
- (c) Specify the size and type of equipment to be used.

Section 59. Damage to Reforested Areas. PURCHASER shall take all necessary precautions to minimize damage to reforested areas adjacent to, within, or nearby the sale area. Should purchaser's activities damage reforestation areas shown on Exhibit A, COUNTY shall determine the extent of the damage, and PURCHASER shall reimburse COUNTY \$1,200 per acre, or \$ 3.00 per tree for the damage.

Section 60. Fire Trails. NO fire trails are required for this sale.

Section 61. Project Work. PURCHASER shall complete the following projects in accordance with specifications provided and instructions from COUNTY. Project locations are shown on Exhibit A unless otherwise described. PURCHASER shall furnish all material unless otherwise specified.

Purchaser shall deliver 50 tons of firewood logs to Barton Park as required by Section 70. There are no other projects required by this contract.

PURCHASER shall comply with all applicable terms and conditions of any access documents set forth in the provisions of this contract, which are by this reference made a part of this contract. The following access documents pertain to this contract.

.....SPECIAL CONDITIONS.....

SECTION 62. Tractor Yarding. Tractor yarding shall not be used on slopes over 35 %.

.SECTION 63. Yarding Equipment. **TRACTOR YARDING AREA:** PURCHASER will use a COUNTY APPROVED, track laying, shovel yarding system using machinery that is appropriate in size for the job. Tractors may be used for skidding only if approved by COUNTY.

WHEELED SKIDDER SPECIFICATIONS: Wheeled skidders are not desired and may be used only with written County approval, which is revocable if in the sole opinion of County the skidders are causing excessive damage to COUNTY property..

CABLE YARDER SPECIFICATIONS. If a cable yarder is necessary, Purchaser shall provide a cable yarding side that is appropriate for the size of the job and the size of existing landings. Cable can be hung outside the sale area in order to get proper deflection, however, at no time may Purchaser trespass upon the property of another owner unless a separate agreement is reached between said owner and Purchaser. Damage to areas outside the sale area shall be kept to a minimum and repaired by Purchaser to COUNTY satisfaction. Cable roads through stream buffers shall be kept to a reasonable minimum.

SECTION 64. Loading Equipment, Landing Location & Construction. A track mounted hydraulic loader is recommended for loading trucks on this sale. Construction of landings is not desired. Any trees cut outside the sale area other than a modest widening of the existing rights-of-way, as determined by the COUNTY, will be charged DOUBLE stumpage as determined by the COUNTY.

SECTION 65. Snag Felling, and Hardwood Tree Cutting. PURCHASER may ONLY fell snags located on COUNTY property, which are a direct safety threat to logging personnel, or are required to be felled for fire protection or fire hazard reduction. COUNTY, at its option, may require PURCHASER to fall conifer or hardwood whips in the units.

SECTION 66. Branding Hammers. If the COUNTY branding hammer is not returned in good usable condition, \$50 will be deducted from the performance bond prior to returning the bond after complete compliance by PURCHASER with the terms and conditions of this contract.

SECTION 67. Wood Cutting. NO "firewood" cutting, "shake", or "shake bolt" making will be allowed on COUNTY property by PURCHASER, or his representative, unless the PURCHASER, or employees of the operator have in their possession a valid CLACKAMAS COUNTY WOOD CUTTING PERMIT. All material not hauled off the sale area by the PURCHASER at the completion of sale is COUNTY property.

SECTION 68. Gate Closure. All gates accessing the COUNTY land will be closed and locked by PURCHASER evenings, weekends, and any time there are no operations or use of the road under this contract.

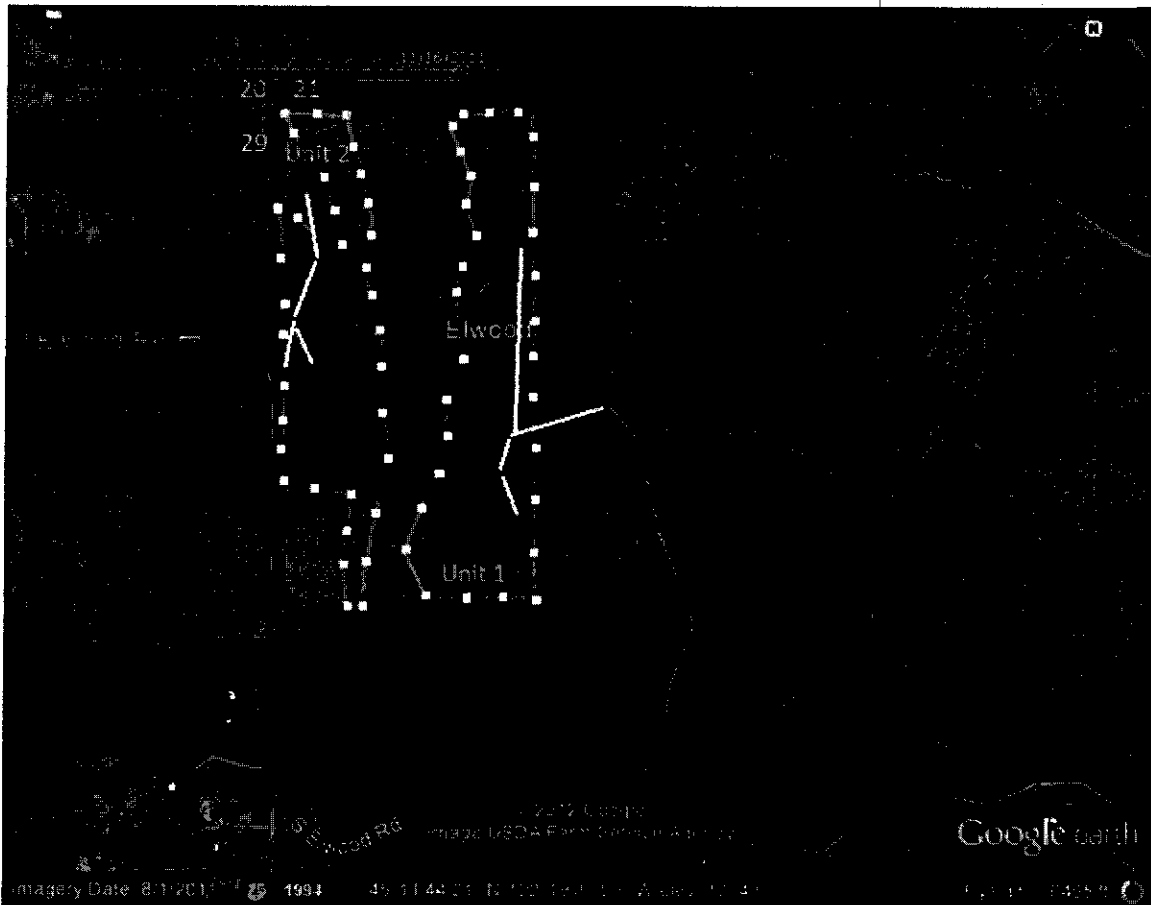
SECTION 69. Post Sale Requirements. Where slopes allow, PURCHASER shall loader or shovel pile all slash and brush following harvest activities. Piles shall be free of dirt and rock. To the degree reasonably possible, piles shall be few in number and tall so that they will burn well.. Except for landings, areas logged with cable yarding machines need not be piled.

SECTION 70. Firewood PURCHASER shall deliver 50 tons of fir, hemlock, cedar, alder or maple logs to Barton Park for use as firewood. Logs may be of any length and size but shall be sound. Logs shall be set on the ground by PURCHASER at a location in Barton Park designated by COUNTY.

SECTION 71. Other Uses of Purchaser's Equipment. COUNTY may require PURCHASER to do other work in the general area of the sale using equipment already on site. COUNTY shall pay PURCHASER \$100 per hour for full-sized excavators or loaders and shall pay \$75 per hour for wheeled and tracked tractors, inclusive of operators.

Exhibit "A"
Elwood Timber Sale
 Portions of Section 28, Township 4 South, Range 4 East, W. M.
 Clackamas County, Oregon

Scale: 1 inch equals 750 feet



Legend

- | | |
|----------------------|--------------------------|
| Timber Sale Boundary | White-dotted yellow line |
| Stream | Blue |
| Roads – Elwood Road | Black |
| Forest roads | White |