

RIGHT OF ENTRY AND LICENSE AGREEMENT

DATED: October 3, 2016 (the "Effective Date")
BETWEEN: STEEL STRING, INC., an Oregon corporation ("Owner")
AND: CITY OF NEWPORT, OREGON ("City")

Recitals:

A. Owner owns approximately 3.14 acres, and "Sub Lot A" as referenced in the City of Newport Request for Proposal, described on the attached Exhibit A (the "Property"). The Property is located approximately one mile east of Highway 101, roughly parallel to 98th Street, south of the Newport Airport. City desires to remove trees on Property that extend into the Obstacle Clearance Surface associated with the precision approach path indicator installed by the Federal Aviation Administration for the Newport Airport. City will issue a request for proposal entitled "RW 16-34 PAPI OCS Tree Removal" to select a contractor to remove trees (the "RFP"), pursuant to all requirements set forth in City of Newport Public Contracting Rules 2012 which coordinates City purchases with ORS requirements for Public Improvements.

B. City desires to obtain from Owner a license to enter the Property to remove the trees in accordance with requirements listed in the RFP scope of work (the "Work") based on the 98th St Object Clearance Slope Obstruction Tree Removal Work Plan and Appraisal (the "Appraisal") prepared for the City by Integrated Resource Management ("IRM") dated May 9, 2016, and adjusted as explained in Appendix B, Steel String, Inc. *Reforestation Process and Appraisal*, 27 September 2016, subject to and in accordance with the terms and conditions of this Right of Entry and License Agreement (this "Agreement").

C. City will be conducting the Work under a federal contract required by FAA Airport Improvement Grant solicitation rules on all projects funded with federal money as well as the City of Newport Purchasing Contracting Rule 137-049-0650 *Requests for Proposals (RFP)*.

Agreements:

In consideration of the foregoing and the mutual covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. Right of Entry and License. Subject to the terms of this Agreement, City and the contractor chosen through the RFP review process (the "Contractor"), shall have reasonable and non-exclusive access to the Property for the purpose of conducting Work. All of the Work shall be undertaken and completed at City's sole cost and expense, in a good and workmanlike manner, without liens and fully in conformance with all applicable statutes, laws, ordinances, rules, regulations, and government requirements (together, "Laws").

2. Request for Proposal City/Owner Cooperation. In accordance with City Purchasing Rule 137-049-0650(3)a Evaluation, City will organize a four person review panel composed of three City

employees and one Owner representative (the cost of which will be paid by City) to evaluate proposals submitted in response to the RFP. RFP evaluation shall be based on the criteria set forth in RFP.

- a. City responsibility. The three-member City panel will complete the matrix evaluation based on their review of the RFP then meet with Owner Representative to discuss assessments.
- b. Owner Representative responsibility. Owner Representative will review all received proposals and prepare a summary assessment of each proposal then meet with City panel members to discuss evaluation.
- c. If City assessments and Owner Representative assessment do not agree, the four-member panel shall discuss discrepancies until mutual agreement on best qualified proposal is reached. If further information about the proposal is needed, the City will contact proposer for clarification.

3. Term. This Agreement shall commence on the Effective Date and shall continue thereafter until the Work is completed.

4. Compensation. In consideration of this Agreement, City shall pay Owner for Right of Entry Access based on the gross value of the timber plus the initial cost to reestablish marketable timber within the 3.14-acre area as described in section 7.2 of this agreement and as set forth in Exhibit B Appraisals which is \$77,541.55 (the "Fee"), which includes one-time costs for right of entry, reforestation work, and owner representation during RFP bid evaluations (estimated to be 5 hours at \$75.00 per hour). City shall pay Owner the Fee upon execution of this Agreement. Contractor is entitled to retain all revenue from the timber which is removed from the Property in connection with the Work.

5. Advance Notice Required. City shall give Owner written notice (which may be given by electronic mail, as provided below), at least two (2) business days prior to entry onto the Property by any person engaged in connection with the Work.

5.1 City shall provide an on-site representative available to address any concerns owner or owner's representative may have with logging operation whenever Contractor is on-site working. Representative will act as communication liaison between City, Contractor, and Owner.

6. AS IS. City accepts the Property, AS IS, WHERE IS, with all faults, latent and patent, without any representation or warranty by Owner, expressed or implied, and City hereby assumes all risk and liability with respect to the Work and City's use of the Property. As an inducement for Owner to enter this Agreement, City expressly agrees that Owner shall have no liability whatsoever to City, the Contractor or any other person for any damage or injury related to the Work, or otherwise related to City's exercise of its rights under this Agreement

7. Maintenance of Property; the Work. City agrees that it shall maintain or cause to be maintained the Property in a safe condition during Work. Except as provided in Section 7.1 and 7.2 below, the Work shall be completed in accordance with the recommendations of IRM set forth in the Appraisal.

7.1 Owner desires that, if reasonably possible, a fringe of trees be left along 98th Street to screen the property from the road ("Fringe Buffer"). If IRM determines that: a. the trees in the Fringe Buffer would not be likely to fall across 98th Street, b. the trees in the Fringe Buffer would not be

likely to grow to a height greater than 110 feet by 2050, and c. the cost to perform the Work would not be increased by leaving a Fringe Buffer, City agrees that a Fringe Buffer may remain. If any tree in the Fringe Buffer falls across 98th Street or grows to a height that is within two feet of any easement area ("**Easement Area**") described in any avigation easement granted by Owner to the City affecting the Property ("**Avigation Easement**"), Owner shall, at its expense, remove such tree.

7.2 The Appraisal specifies that certain trees that produce merchantable timber ("**Timber**") shall be planted on the Property. If Timber is planted on the Property, Owner shall be responsible, at Owner's expense, for maintaining the Timber so that it does not encroach in an Easement Area. If City becomes aware of an actual or impending encroachment in an Easement Area, City shall notify Owner, and Owner shall promptly remove or top the tree. If Owner fails to keep a tree from encroaching in the Easement Area, City may enter the Property and cut or top the tree and recover the cost from Owner. City shall have no obligation to replant a tree that has been removed under this section. It is intended that the obligations and rights of the parties under this section will be described in greater detail in an Avigation Easement.

8. Permits and Approvals. Before City undertakes, or persons acting through or under City undertake, any activities on the Property, City, at its own risk and expense, shall first obtain (and thereafter maintain in effect) all permits, approvals, consents of all authorities, agencies and persons required with respect to the Work or other activity, on the Property.

9. Insurance; Indemnity. Prior to entering the Property for any purpose, and at all times thereafter until this Agreement is terminated, City shall maintain and shall cause the Contractor to maintain, and shall name Owner and Double E Northwest, Inc., as additional insureds on, their respective commercial general liability insurance policies, insuring against claims for personal injury, death and property damage arising out of the acts or omissions of City, the Contractor and person(s) acting through or under City or the Contractor in an amount of not less than \$5,000,000 combined single limit. City shall also cause the Contractor to maintain workers' compensation insurance as required by Laws and automobile liability insurance in an amount of at least \$1,000,000. Such policy(ies) of insurance shall: (i) be issued for periods of not less than one (1) year; (ii) be issued by an insurance company or companies qualified to do business in the State of Oregon reasonably acceptable to Owner; (iii) be written on an "occurrence" not a "claims made" basis; (iv) require at least thirty (30) days' prior written notice given to Owner before lapse, reduction in coverage or other termination, and (v) expressly be primary as to all other insurance available to Owner as to such risks. Before any entry onto the Property, and thereafter throughout the term of this Agreement, at least ten (10) days before any expiration of the expiring policies, City and the Contractor, as applicable, shall provide Owner with evidence of coverage that is acceptable to Owner. During the term of this Agreement, to the fullest extent not prohibited by applicable law, City shall indemnify, reimburse, defend, and hold harmless Owner and Owner's officers, employees, agents, directors, members, affiliates, partners, and their respective successors and assigns for, from and against all claims, liabilities, losses, liens, damages, costs and expenses (including reasonable attorneys' fees) arising out of damage or injury to persons or property caused by negligent acts or intentional misconduct of City or any contractor, agent, or employee of City, or its successors and assigns. City shall require the Contractor to provide this same indemnity for the benefit of Owner.

10. Notices. All notices, requests and other communication under this Agreement shall be in writing and shall be sent by United States mail, registered or certified, return receipt requested,

recognized overnight courier prepaid, electronic mail or facsimile in accordance with the following instructions:

To Owner: Steel String, Inc.
c/o Double E Northwest, Inc.
Attn: Bonnie Serkin
2712 SE 20th Avenue
Portland, OR 97202
Facsimile: (503) 221-0741
Email: bonnie@eenw.com

To City: Melissa Román
City of Newport Public Works
169 SW Coast Highway
Facsimile: (541) 265-3301
Email: m.roman@newportoregon.gov

or such other person or address which Owner or City shall designate upon notice as herein provided. All such notices, requests, and other communications shall be deemed to have been sufficiently given for all purposes hereof on the date such notice was deposited in the manner hereinabove required, emailed or faxed, as the case may be.

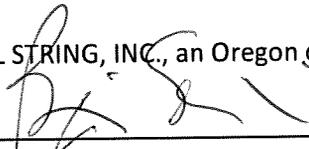
11. Miscellaneous Provisions. This Agreement constitutes the entire agreement between the parties with respect to the Property and supersedes any other agreements related to the subject matter of this Agreement. No failure of Owner to enforce any term of this Agreement shall be deemed a waiver of such term in any other instance. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable to the fullest extent. In the event any suit or other action is undertaken to enforce or interpret any term of this Agreement, the losing party shall pay the reasonable attorneys' fees incurred by the prevailing party in such suit or other action and any appeal or review thereof.

12. Counterparts. This Agreement may be signed in counterparts, which counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

OWNER:

STEEL STRING, INC., an Oregon corporation

By: 

Name: Bonnie Serkin

Title: Chief Operating Officer

CITY:

CITY OF NEWPORT, OREGON

By: 

Name: Spencer R. Nebel

Title: City Manager

Approved as to Form

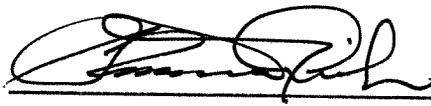

City Attorney

EXHIBIT A

Depiction of Property

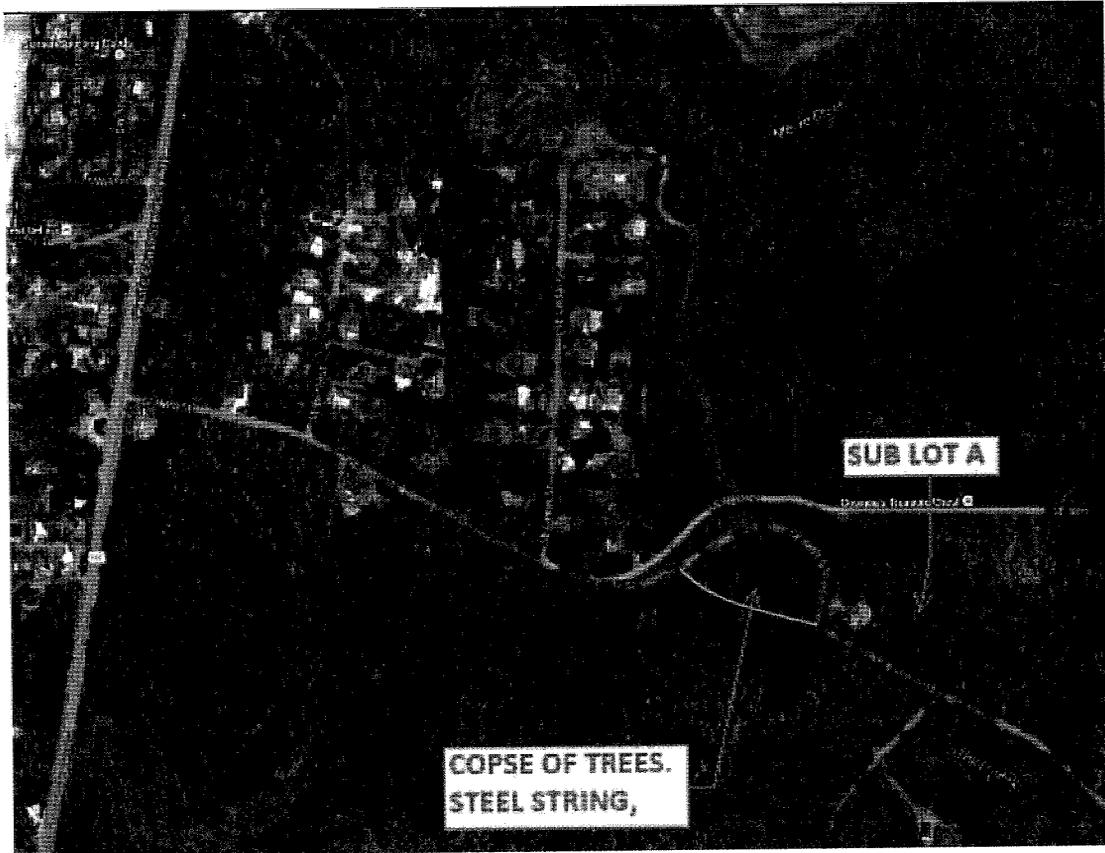


EXHIBIT B

Integrated Resource Management Proposals

1. City of Newport *98th St Object Clearance Slope Obstruction Tree Removal Work Plan and Appraisal*, 9 May 2016. Basis for scope of work for City Request for Proposal and reforestation plan, including the marketable value assessment of Steel String trees to be removed by logging.
2. Steel String, Inc. *Reforestation Process and Appraisal*, 27 September 2016.

City of Newport

98th St Object Clearance Slope Obstruction Tree Removal Work Plan and Appraisal

Prepared For:

Melissa Roman
City of Newport- Public Works Department
169 SW Coast Hwy, Newport, OR
97365

Prepared By:

Integrated Resource Management
PO Box 547
Philomath, OR 97370

May 9, 2016



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Introduction

The Newport Municipal Airport, in Newport Oregon has recently undergone runway improvements, resulting in a need to extend the Obstacle Clearance Surface (OCS) to the south of the airport. The OCS slope extends outward from the runway over property owned by Landwaves, Inc. It was found by a ground-based survey, conducted by Precision Approach Engineering, that some trees growing along 98th street are too tall and cause an obstruction for approaching planes. Integrated Resource Management was contacted by the City of Newport to conduct a work plan and appraisal including identification of the number of Over Height Trees, locations, and removal techniques involved. This appraisal is intended to outline the costs involved to remove the problematic trees identified. Considered for analysis were two removal techniques, either:

1. Dismantling the standing over-height trees by arborist or,
2. Clear cutting the grove of trees in which the over-height trees are located by traditional logging technique.

Property Description

Located in Lincoln County, Oregon, the property is approximately 1 mile east of Highway 101. The entire project site is lies in Township 12 South, Range 11 West, Section 5. The project area is specifically located on the horseshoe bend of 98th Street south of the Newport Airport, covering 3.14 acres of land roughly parallel to 98th Street, extending no more than 250ft from the road. Site topography falls away from the road bank steeply and is punctuated by steep draws, containing seasonally flowing water. Also, there is another sub-site containing a group of three trees identified as being over height to the north east of the residence at 774 SE 98th St. This smaller sub-site is located on the edge of a previous forest clearing operation implemented to remove air traffic obstacles. Access to the project site will be from the road edges of SE 98th Street and SE 98th Court. The forested area is dominated by Sitka Spruce and Western Hemlock, with a minor component of Red Alder. Ground cover consists of elderberry, salal, and sword fern.

Sampling Design and Cruise Procedure

Over Height Tree Selection

Integrated Resource Management was asked to identify trees which occur 15 feet in elevation below the OCS elevation at any given location. Prior to any fieldwork, trees were identified as being Over Height Trees (OHTs) by utilizing Obstacle Clearance Surface geospatial information provided by Precision Approach Engineering and publically available LiDAR data flown of the Oregon Coastal Region.

LiDAR is extremely accurate remotely sensed elevation data. LiDAR GIS information was referenced to the six trees measured by Precision Approach, to ensure data conformity. Precision Approach measured the six trees utilizing traditional ground-based land survey equipment typical of the land surveying profession.

In ArcMap 10, the provided OCS layer was populated with mean sea level elevation data and converted from vector to raster, allowing for utilization of the Raster Calculator in ArcGIS. Utilizing raster mathematics, the difference between the OCS data layer and the LiDAR Highest Return data layer was calculated. The new calculated data layer generated from the process contained highlighted areas showing returns of over negative 15ft. If a measurement over negative 15 feet was returned, NAIP Imagery was used to determine the Over height area contained a single OHT or many OHTs. A layer of over height areas was produced and used for field verification during the Timber Cruise. After identifying OHTs using LiDAR, the project work site was mapped using ArcMap 10 in the office. 30 OHTs were identified in total, and the mapped 3.14 acre site encompasses all OHTs identified and features necessary to extract the timber. The project site was kept as small as possible to minimize the scope of work needed to accomplish desired results.

Timber Cruise

The field work consisted of a Timber Cruise utilizing Super[®]Ace methodology, in two parts. A SuperAce[®] Timber Cruise was performed on the stand to determine market stumpage values. SuperAce[®] cruising allows for a tree to be merchandized into wood products on the stump and provides a very high level of accuracy. The stand is composed of primarily commercial Sitka Spruce and Western Hemlock, with a small component of Red Alder. The largest most-dominate trees in the stand are Sitka Spruce, comprising most of the overstory. Western Hemlock and Red Alder make up the codominant, intermediate, and suppressed canopy levels. Logs were graded on the stump using standard grading set by the Columbia River Log Scaling and Grading Bureau standards. A chart of Log Grades used in the Timber Cruise is located in the Appendix.

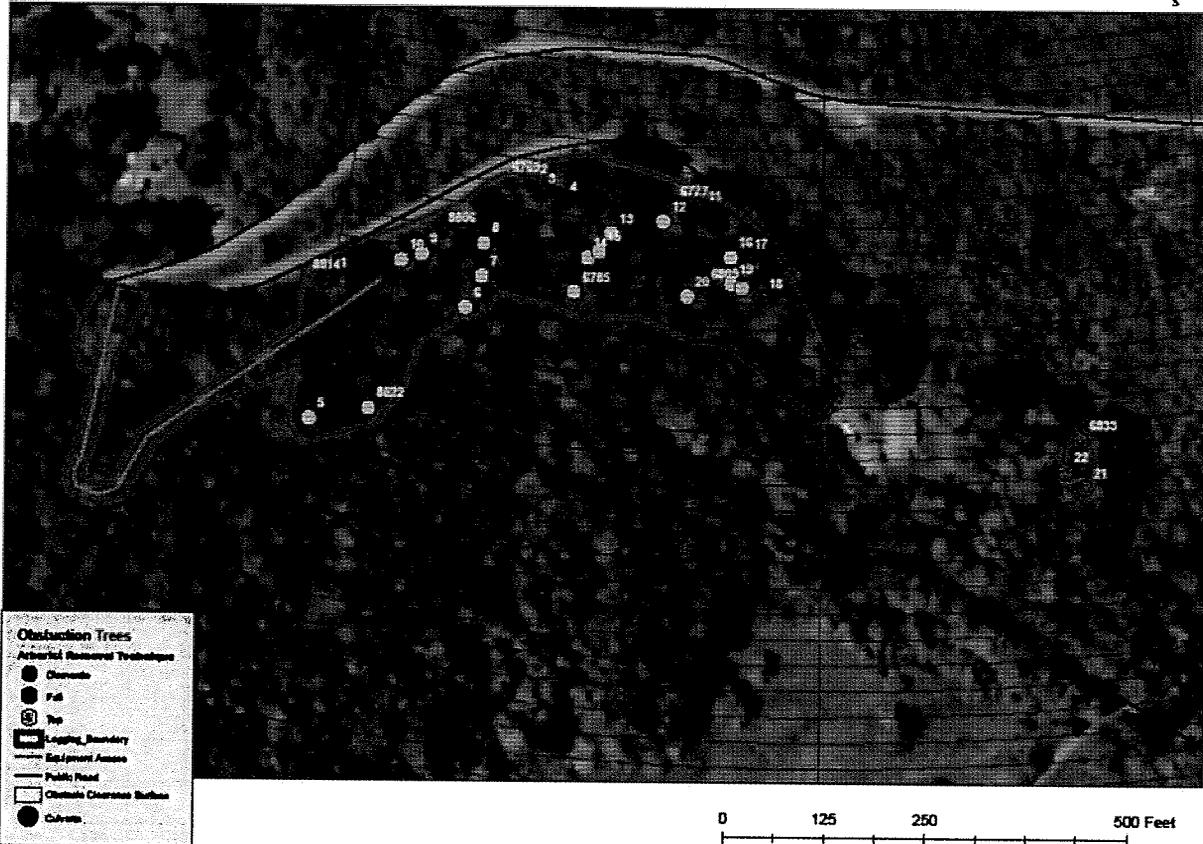
The 3.14 acre parcel was Cruised in two separate parts. First, the 30 OCS OHTs were individually cruised. Each one of the individually cruised trees was given a unique number, which was written on the tree with log-marking paint at the time of the cruise.

Second, a SuperAce[®] sample cruise was completed for the remaining trees OCS PAPI trees in the project site. Every 1 in 7 trees were cruised and the others tally counted producing a statistically relevant sample. The sample Cruise trees were not uniquely marked during the second, sample timber cruise.

A 100% cruise of all OHTs was deemed beneficial, as the trees were the largest and most voluminous trees in a stand which would lead to increased sampling errors, if incorporated into a sample cruise. OHTs also needed to be analyzed separately from the rest of the stand, as the Arborist Dismantle Option would be focused on removal of only the 30 OHTs. To have a total volume for the stand, needed for the Clear Cut Logging Option, a summation of both cruises would be used. Below the map, 98th Street OCS Tree Obstruction Area with Overlay, shows the project area with the numbered OHTs marked.

Data was collected using Trimble Ranger Handhelds and entered into a custom Data Plus Professional application designed by Integrated Resource Management for expedient field data collection. Raw cruise data was uploaded into the Super Ace database program to compute volume and pricing information.

98th Street OCS Tree Obstruction Area with Overlay



Forest Operation Restrictions

Forest Operations in the State of Oregon are governed by the Oregon Forest Practices Act. In Oregon, Stewardship Foresters are the liaison who interpret and enforce the rules set forth in the Oregon Forest Practices Act.

After an onsite meeting with the Oregon Department of Forestry, Toledo Area, Stewardship Forester, it was determined that there are no restrictions or special circumstances incurred on the delineated project site. A Notice of Operations will need to be filed before the start of any work. A waiver to the standard 15-day waiting period can be granted, if requested. The delineated project site does not contain Protected Resources, such as Threatened and Endangered Species or Fish-bearing streams, which would warrant the need for 15-day waiting period.

Arborist Tree Removal

Work Plan Estimation of Costs

Based on our experience as Consulting Foresters, and discussions at site visits with our Arborist, who frequently works with tree removals of similar size and scope. We decided on the number of tasks, work hours, and supplies to complete the tree removal by Arborist as outlined in, Table 1. Arborist Dismantle Option Cost Sheet, shown below.

Table 1. Arborist Dismantle Option Cost Sheet.						
Task		Rate	Number	Hours	Miles	Price
Project Management		\$75.00	1	80		\$6,000.00
	Travel to Site - Mileage	0.8	10		130	\$1,040.00
Tree Dismantle						
	Arborist – Top, Dismantle, or Fall 30 OHT	\$103.00	1	90		\$9,270.00
	Flagger - Traffic Management, 98th Street	\$41.00	2	60		\$4,920.00
Clean up						
	Labor - Chainsaw Clean up - damaged trees, etc	\$45.00	3	40		\$5,400.00
	Labor - Burn Piling and Cover	\$41.00	3	40		\$4,920.00
	Burning Brush- Fall 2017	\$42.00	3	16		\$2,016.00
	Supplies - Sheet Plastic; Rolls	\$150.00	1			\$150.00
Replanting						
	Labor - Planting per tree - Winter/Spring 2017	\$0.79		500		\$395.00
	Supplies – Trees	\$0.72		500		\$360.00
			Total			\$34,471.00

Work Plan Discussion

The arborist dismantle, will consist of removal of problem trees by either, topping, falling, or dismantling trees into pieces in order to alleviate obstructions to the airport. Table 2., 98th Street OCS Obstruction Tree Table, below contains the prescribed methodology of tree removal for each Over Height Tree. Trees furthest to away from the roadway downslope need to be topped only. Trees next to the 98th street will have to be dismantled down to the ground due to their proximity to the roadway. There are 3 trees which grow behind the blue house at, 747 SE 98th Street are in an area where directional falling is the best suitable removal method.

Table 2. 98th Street OCS Obstruction Tree Table.

Tree #	DBH (inch)	Height (feet)	Arborist Technique
1	44	123	Dismantle
2	50	132	Dismantle
3	46	140	Dismantle
4	46	131	Dismantle
5	59	161	Top
6	54	146	Top
7	38	145	Top
8	46	141	Top
9	48	128	Top
10	35	125	Top
11	38	142	Dismantle
12	65	160	Top
13	36	144	Top
14	41	145	Top
15	34	146	Top
16	54	153	Top
17	48	148	Dismantle
18	70	159	Dismantle
19	37	162	Top
20	61	179	Top
21	61	149	Fall
22	38	145	Fall
6769	52	131	Dismantle
6777	39	160	Dismantle
6785	60	152	Top
6809	63	164	Top
6833	62	138	Fall
8806	47	136	Dismantle
8814	51	135	Dismantle
8822	61	151	Top

Topping is an excellent technique for removing OTHs which do not occur on the directly on the road edge. Trees slated for topping technique, as listed in Table 2, will have no less than 50ft of height removed from current measured heights. Removal of at least 50ft of tree height will insure OCS compliance. Depending on the tree, live-green branches may remain and the tree will continue to persist alive for some time. Over time, internal rot will develop and topped trees will die, become a snag, and eventually fall over. Trees chosen to top, are located with adequate distance away from objects such as road ways and houses, as to not pose dangerous hazard upon their ultimate future structural failure. Tops are to be brought to ground level by the Arborist. Limbs and branches will be cut off and the bole sections will be left to rot in place.

It should be noted, topped OHS trees may have green limbs remaining do have the potential for continued height growth before dying. Topped trees could potentially gain enough height to reach the Obstacle Clearance Surface elevation and once again become an obstruction. Growing enough height to become problematic though, would take decades, if it were to happen at all.

There are three trees identified for directional falling. The trees are located behind the blue residential house on the outside of the 98th Street horseshoe bend. Tree numbers, 21,22, and 6833, shown in Table 2, are growing along

the upper edge of the forested stand in a hard to access area. Best Arborist access is from SE 98th Ct. The slope above the trees consists mainly of a brushy thicket. The trees will be felled upslope into the thicket, not causing damage to the remaining standing trees. Stumps shall be left no taller than 2 feet on the uphill side. Branches will be cut from the down trunks and loped into small pieces, standing less than 3ft from the ground. All wood and slash from these trees will be in place left to decompose on site.

Trees indicated to be dismantled are growing next to the road and it would not be suitable to top trees and leave portions of the bole standing upright next to the road, as 98th St is a public roadway. This would create undue hazard potential, tree pieces could fall into the roadway, possibly injuring members of the public. The arborist will disassemble trees into chunks, limbs and brush will be cut off the bole. Stumps will be left on site and not exist more than 2 feet above the ground on the high side. Flaggers will be needed when operating near the road to manage traffic.

To clean up the project site after arborist work, it is recommended that the generated slash be piled and burned. The arborist line item, in Table 1, only includes work in dismantling the trees with the prescribed technique and cutting the branches off the bole. It is recommended that piles from slash be built no larger than 8 feet by 8 feet.

It will be necessary to perform some additional chainsaw work on the ground to prepare debris for piling. Additional chainsaw work allows workers to cut debris into pieces small enough to handle and move. It is expected other trees will be damaged from OHT debris falling to the ground. The OHTs have large limbs and wide crown spreads, moderately heavy damage to the residual trees is expected to occur during the arborist removal. Heavily damaged residual trees shall be removed during the cleanup and piled with the slash to be burnt. Piles will be covered with sheet plastic and left to dry until burn season. It is expected that slash burning would take place in the fall after Arborist work, when the wood is guaranteed to be dry enough for good combustion.

The City of Newport Airport, Operations Manager has indicated that burning slash piles to dispose of woody debris generated by tree removals will not cause disruption to airport activity. Coordination when burning slash will be necessary between the airport and burn crew, to ensure that proper notification is issued for air traffic from airport management.

It is recommended that the site be planted with shade-tolerate seedlings after burning to maintain a healthy forested stand. A mixture of spruce – hemlock – and cedar would grow well under the shade of remaining trees in the stand and diversify the species mix. The seedling plantings would be concentrated in locations of previously occupied by burn piles and removed trees. Planting would take place in the spring after burning.

Work Plan Limitations

It is not practical to use machinery to extract cut tree portions from the stand for market sale. The Arborist will have to chunk the tree down in pieces that will be irregularly sized and not maximized to capture timber product value. Large machinery is needed to remove log segments from the stand due to the large size of the timber. The wood extraction process will inherently cause heavy damage to the remaining trees. The tall bank next to the road prohibits machinery from accessing the site to extract wood products without development of the abandoned skid trail on site. Many more trees would need to be removed to allow equipment into the site. This work plan appraisal does not attempt to elucidate extraction of wood products from the trees dismantled by an Arborist. If removing the wood to capture the market value of the 30 over height trees is desired, then clearcutting, is the only viable option due to the effort and residual stand damage involved with extracting wood products from this particular work site.

As stated above, 30 trees were identified as being over-height. Over-height is defined by the City of Newport, and to which the scope of this appraisal covers as: Trees with total heights up to and above, 15ft below the Obstacle Clearance Surface. There are numerous trees which have elevations 16-35 feet below OCS elevation. The trees existing 16-35 feet below the OCS were not considered for removal based on the given project scope of work constraint, and are not part of this work plan appraisal.

Clear Cut Logging Tree Removal

Work Plan Estimation of Costs

Based on our experience as Consulting Foresters, and discussions at site visits with our loggers, who frequently work with logging sites of similar size and scope. We were able to construe the number of tasks, work hours, and supplies as outlined in Table 3. Clear Cut Logging Option Cost Sheet, shown below, to complete a logging operation work plan appraisal.

Table 3. Clear Cut Logging Option Cost Sheet.

Task		Rate	Number	Hours	Price
Project Management		\$75.00	1	80	\$6,000.00
	mileage – 130 miles per trip	\$0.80	10		\$1,040.00
Logging	Fall, Yard, Load per Ton; Pulpwood	\$43.75	119		\$5,206.25
	Fall, Yard, Load per MBF; Sawlogs	\$300.00	96		\$28,800.00
	Flagger - during roadside falling	\$41.00	2	45	\$3,690.00
Hauling	Truck Pulpwood to GP Toledo, OR - per Ton	\$12.50	119		\$1487.50
	Truck Sawlogs to M&R Coos Bay, OR - per MBF	\$231.00	96		\$22,176.00
Clean up					
	Shovel – Piling Slash	\$169.00	2	8	\$2,704.00
	Labor - Chainsaw Clean up; damaged trees, etc	\$45.00	1	8	\$360.00
	Labor - Piling and Cover	\$41.00	5	8	\$1,640.00
	Supplies - Plastic Rolls	\$150.00	1	2	\$300.00
	Burning Brush- Fall 2017	\$42.00	4	16	\$2,688.00
Replanting					
	Labor - Backpack Spray	\$42.00	4	8	\$1,344
	Supplies - Herbicide	\$300.00			\$300.00
	Planting Trees per Tree -Winter 2017	\$0.79	1305		\$1,030.95
	Tree Seedlings per tree	\$0.72	1305		\$939.60
			Total		\$78,474.80

Work Plan Discussion

All trees will be cut within the 3.14 acre site, no trees will remain standing. As stated previously, the 3.14 acre site was laid out only to include the area immediately surrounding the OHTs. The prospective logging boundary is flagged in pink and blue ribbon in the field. A hand feller will be utilized to directionally fell the trees on site using a chainsaw. Trees will be felled and bucked to the highest valued merchantable log in lengths ranging from 12ft to 40ft. Logs will be skidded by Cat to the landing for decking. The Log deck will be located approximately at the junction of 98th Street and 98th Court and set 50 feet into the forest. Log trucks will be loaded using the Shovel and log segments transported to market.

It is strongly recommended that logging be scheduled for late summer or early fall before the winter rainy season returns. Logging during the raining season will increase the difficulty of the job and environmental concerns. In late summer, the soil should be at its firmest and in the best workable condition for this site. Skidding of logs out of the forest will be an upslope haul, which will not be compatible with wet weather due to the large size and weight of the wood and required extraction equipment. If the site becomes overly muddy, logging machinery will not be able to work effectively, if at all.

To gain access to the site, equipment will enter the property southward from the junction of 98th Street and 98th Court and follow an old skid road, flagged and pink and lime flagging to gain access below the 98th Street road fill bank. The old skid road will need to be widened to accommodate equipment passage. Widening will be done with the onsite Cat dozer at the time the operation starts, the road bed will need to be approximately 12 ft wide to facilitate the movement of machinery and logs. The widened skid road will be left after the project is completed for future use.

The three OHTs trees located in the project subunit northeast of the Blue House on 98th St. Are not planned to be extracted. The trees are to be felled up slope into the brushy patch to the North of the subunit and left on site to decompose. Branches will be cut off and all generated slash is to be cut up and remain less than 3ft from the ground. Extraction of timber would prove difficult for the net gain of 3 trees worth of logs.

At completion of the logging, the work areas will be smoothed out as needed. Slash will be piled using the Shovel, where possible, and by hand in areas not accessible by shovel. Hand crews will utilize chainsaws when needed to perform clean up and piling work. Piles will be covered with sheet plastic and be allowed to dry out until the burning season. It is recommended that for this particular site, small slash piles be built, rather than larger piles constructed. Slash can be piled into very large mounds using a Shovel, but large piles have a tendency to smolder for days, which is not desirable, due to the proximity of the airport and other housing units. Having piles of smaller 6ft x 4ft sizing will allow for quick consumption of wood and production of smoke for a smaller duration, in total, as compared to large machine built mounds. Burning is expected to take place the following fall after logging.

The City of Newport Airport, Operations Manager, has indicated that burning slash piles to dispose of woody debris generated by tree removals will not cause disruption to airport activity. Coordination when burning slash will be necessary between the airport and burn crew, to ensure that proper notification is issued for air traffic from airport management.

It will be necessary to replant the logging site according to regulations set forth in the Oregon Forest Practices Act. It is recommended that a 1:1 mix of native spruce, hemlock, red cedar, and douglas fir is planted onto the site at a density of 435 trees per acre. This species mix will produce valuable timber in the future for the landowner.

Planted trees would not be expected grow tall enough to interfere with the OCS for 60 years, 20 years past economic maturity and the desirable future harvest of the new plantings.

Hemlock, spruce, and douglas-fir will not need any seedling protection such as vexar. Red cedar will be double planted with spruce in the same hole. This planting system wards off red cedar browsers by utilizing the prickly spruce as a deterrent which aids seedling survival. After 10 years, the spruce will be cut and red cedar left to grow freely.

Before seedlings are planted, an herbicide site preparation treatment will be needed to control vegetation to ensure seedling survival. Seedlings must be "free to grow". Salal is the dominate ground cover on the project site and ranges from 4 to 6 feet tall. Salal will pose a significant hindrance to planted seedling survival. Logging machinery moving around will create ideal salal growing conditions from site disturbance and without treatment, a seral brush field may exist into the future. The herbicide treatment would be conducted in summer, following logging and utilize backpack sprayers to apply the herbicide with the "waving wand" technique. It is recommended to use a tank mix of Imazapyr, Glyphosate, and Sulfometuron herbicides to kill the remaining Salal and to prep the site for planting after logging. Herbicide application rates are as follows: 24oz/acre of Imazapr, 1.5 Qt/acre Glyphosate, and 4oz/acre Sulfometuron.

Limitations

Mastication with a skid steer mounted forestry grinding head was explored as an option to piling and burning but was deemed not viable due to the large spruce stumps which will remain post logging. Large stumps and slopes will prevent efficient mastication, due to hindrances in machine maneuverability.

Chipping the slash would not be a good method for disposal either. Access to the site is difficult and limited for chipping type machinery. Site logistics determine chipping machinery would need to be parked on the roadway. Transporting of chipping material to the chipper would need to be completed by hand labor and require an enormous effort and work hours.

Wood Product Market Value

Wood Markets

Utilizing the cruise data and Integrated Resource Managements experience as Consulting Foresters, we began the process to identify the highest valued wood products that could be manufactured from the trees located on site. Surrounding Sawmills were contacted to current establish market conditions to which this appraisal is based on.

The identified viable markets for wood products are the Georgia Pacific Pulpwood Plant in Toledo, OR and the Merrill and Ring Export Yard in Coos Bay, OR. #2 Sawmill and #3 Sawmill quality, China sort, Sitka Spruce and Western Hemlock logs with a minimum 9" scaling diameter can be shipped and sold to Merrill and Ring. Merrill and Ring will not purchase logs with a butt larger than 42 inches in diameter or below 26ft in length plus 1ft of trim. Merrill and Ring is currently paying \$525/MBF delivered as of April 18th 2016, which is the value used in the appraisal process.

Undersized or rough Sitka Spruce and Western Hemlock logs can be shipped to the Georgia Pacific Pulp Mill in Toledo, OR to be processed for pulp. All Red Alder can be shipped to GP Toledo regardless of quality. No viable sawlog market exists for the small amount of Red Alder which the logging project will generate. The Georgia Pacific Pulp mill is currently purchasing hardwood logs for pulp at \$32 per ton and softwood logs for \$30 per ton delivered. The mill will accept any log which fits on to the truck and can be delivered up having a butt diameter of 27" and less. For logs with a butt diameter larger than 27" the mill pays incrementally less per ton based of the logs oversized nature. For Oversize logs with butt diameters, 28" to 48" inches GP Toledo will pay \$26 per ton delivered. Larger than 48" butt diameter or Double Oversize logs the rate purchase rate is \$23 per ton delivered. Georgia Pacific Prices are used in this appraisal are current as of 4/19/2016. A large number of spruce logs from the project site will fall in the Oversized and Double Oversized category due to their size and rough, knotty characteristics.

A Mule Train will need to be used to transport logs to the GP Pulp Mill. The truck set up basically is a short semi-truck towing a stake-racked trailer. Logs from 12 ft can to 26 ft be loaded and shipped using this truck set up. Truck capacity ranges from 29 tons to 31 tons depending on piece size and wood density. Shipping to the Toledo Pulp mill is expected to cost \$12.50 per ton. Shipping to the Merrill and Ring Export Dock in Coos Bay, will need to be accomplished via a "Long Logger" truck set up. Trucking to Coos Bay for export will cost \$231.50 per MBF.

Arborist Dismantle Option Timber Pond Value

Table 4, below illustrates the Market Value and of the Timber that would be harvested in the Arborist Logging Option methodology explained previously in this report. Additional information is available in the Appendix.

Table 4. Arborist Option Market Poned Values

Category	Product	Units	Product Price	Product Total
Sawlogs (MBF)	Spruce- China	77	\$525.00	\$40,425.00
	Hemlock- China	0	\$525.00	\$0.00
Pulpwood (Ton)	Spruce- Utility	11	\$30.00	\$330.00
	Spruce- Utility Oversize	46	\$26.00	\$1,196.00
	Hemlock- Utility	0	\$30.00	\$0.00
	Red Alder Utility	0	\$32.00	\$0.00
			Total	\$41,951.00

Clear Cut Option Timber Pond Value

Table 5, below illustrates the Market Value and of the Timber that would be harvested in the Clear Cut Option methodology explained previously in this report. Additional information is available in the Appendix.

Table 5. Clear Cut Option Market Poned Values

Category	Product	Units	Product Price	Product Total
Sawlogs (MBF)	Spruce- China	93	\$525.00	\$48,825.00
	Hemlock- China	3	\$525.00	\$1,575.00
Pulpwood (Ton)	Spruce- Utility	26	\$30.00	\$780.00
	Spruce- Utility Oversize	64	\$26.00	\$1,664.00
	Hemlock- Utility	24	\$30.00	\$720.00
	Red Alder Utility	5	\$32.00	\$160.00
			Total	\$53,724.00

Limitations

The scope of this project, only is to place an appraised market value on the wood products contained in the work area. Other tangible value may exist for the OHTs marked as obstructions to the Newport Airport runways, such as aesthetic value and ecological value. The may be Oregon Timber Tax payable to the State of Oregon upon harvest of timber, this project does not include taxes in the appraisal.

Entrepreneurial Risk

The process of harvesting and bringing logs to market carries inherent risk. Risk factors include discrepancies between cruised and scaled volume, breakage and other volume loss, fire and/or accident risks, and changes in log prices. Log Markets are driven from the Global Economy, which fluctuates and can drive future pricing along with log sale opportunities up or down.

Summary

The trees removal options taken into consideration by this work plan appraisal have inherent positives and negatives, which this report does not attempt to place a precedence on. The project area has difficult access and is small in size which leads to increased costs due to the logistics of maneuvering on the site. The work plan appraisal only considers trees 15ft below the OCS slope and taller, as the scope of work determined by the City of Newport. Numerous other trees exist 16-35 ft below the OCS slope in the 98th street area. These trees have the potential to grow to a problematic height in the next 10 to 20 years.

Based on our professional experience as Consulting Foresters, Integrated Resource Management advises that the Clear Cut Logging Tree Removal Option would result in the longest duration of a satisfactory tree height condition on the project site. Under this option, the project would be converted from a late seral stage forest to a younger plantation type. Trees would be planted to replace the large trees removed, which in turn, could be managed by the landowner for timber products into the future. Future timber management of the replacement trees could be performed on a rotation designed to generate revenue and not interfere with management of the Newport Airport.

Appendix

Appendix 1. Columbia River Log Grading Specifications

Species	Grade	Min Diameter	Min Length	Min Volume
Douglas Fir	2P	30	17	
	3P	24	17	
	1S	30	16	
	2S	12	12	
	3S	6	12	60
	4S	5	12	50
	Cull			
Other Hardwood	3S	10	8	
	4S	5	8	
	Cull			
Red Alder	1S	16	8	
	2S	12	8	
	3S	10	8	
	4S	5	8	10
	Cull			
Sitka Spruce	SM	30	16	
	1S	24	12	
	2S	12	12	
	3S	6	12	50
	4S	5	12	10
	Cull			
Western Hemlock	P	24	17	
	1S	24	16	
	2S	12	12	
	3S	6	12	
	4S	5	12	
	Cull			

TC FLOORING																				
Log Stock Table - MBF																				
Project PAPI																				
T12S RIW SS TI																				
Twp	Rgr	Sec	Tract	Type	Acres	Plots	Sample Trees	Page	Date	Time										
T12S	RIW	5	OCS PAPI	1	3.14	1	13	1	5/7/2016	3:37:06PMT										
S	Se	Gr	Log	Grass	%	Net	%	Net	Net Volume by Scaling Diameter in Inches											
Spe	I	rt	de	MBF	Def	MBF	Spe	2-3	4-5	6-7	8-9	10-11	12-13	14-15	16-19	20-23	24-29	30-39	40+	
SS	CH	25	30	2		2	9.3										2			
SS	CH	25	40	14	9	14	70.8						1				3	4	6	
SS	UT	UT	1	0		0	.5													
SS	UT	UT	13	3		3	13.4													3
SS	UT	UT	20	0		0	.5													
SS	UT	UT	25	0		0	.7													
SS	UT	UT	26	0		0	.8													
SS	UT	UT	34	1		1	3.1						1							
SS	UT	UT	38	1		1	3.1													
SS	UT	UT	40	0		0	1.0													
SS	Totals			19		19	74.4		0	1			1				4	4	9	
WH	CH	25	40	3		3	52.1												3	
WH	UT	UT	11	1		1	11.9													
WH	UT	UT	12	0		0	.5												1	
WH	UT	UT	13	1		1	9.8													
WH	UT	UT	20	1		1	10.8													
WH	UT	UT	30	1		1	14.9													
WH	UT	UT	40	1		1	23.6													
WH	Totals			6		6	59.9		0	0	0				2		1	3		
RA	UT	UT	13	0		0	5.9													
RA	UT	UT	20	0		0	76.5													
RA	UT	UT	24	0		0	17.6													
RA	Totals			1		1	2.1		0	0	0									
Total All Species				26		26	100.0		0	1	1	0	1	2			5	7	9	

Log Stock Table - MBF											
Project PAPT											
T12S R11W S5 T2											
Trp	Rpt	Sec	Tract	Type	Acres	Pcts	Sample Trees	Page	Date	Time	
L2S	11W	5	OCS OHT	2	1.00	30	30	1	5/7/2016	3:17:00PM	
S	Sp	Gr	Log	Len	MBF	%	Net	MBF	%	Spec	Net Volume by Scaling Diameter in Inches
1	2	3	4	5	6	7	8	9	10	11	12
12	13	14	15	16	17	18	19	20	21	22	23
24	25	26	27	28	29	30	31	32	33	34	35
36	37	38	39	40	41	42	43	44	45	46	47
48	49	50	51	52	53	54	55	56	57	58	59
60	61	62	63	64	65	66	67	68	69	70	71
72	73	74	75	76	77	78	79	80	81	82	83
84	85	86	87	88	89	90	91	92	93	94	95
96	97	98	99	100	101	102	103	104	105	106	107
108	109	110	111	112	113	114	115	116	117	118	119
120	121	122	123	124	125	126	127	128	129	130	131
132	133	134	135	136	137	138	139	140	141	142	143
144	145	146	147	148	149	150	151	152	153	154	155
156	157	158	159	160	161	162	163	164	165	166	167
168	169	170	171	172	173	174	175	176	177	178	179
180	181	182	183	184	185	186	187	188	189	190	191
192	193	194	195	196	197	198	199	200	201	202	203
204	205	206	207	208	209	210	211	212	213	214	215
216	217	218	219	220	221	222	223	224	225	226	227
228	229	230	231	232	233	234	235	236	237	238	239
240	241	242	243	244	245	246	247	248	249	250	251
252	253	254	255	256	257	258	259	260	261	262	263
264	265	266	267	268	269	270	271	272	273	274	275
276	277	278	279	280	281	282	283	284	285	286	287
288	289	290	291	292	293	294	295	296	297	298	299
300	301	302	303	304	305	306	307	308	309	310	311
312	313	314	315	316	317	318	319	320	321	322	323
324	325	326	327	328	329	330	331	332	333	334	335
336	337	338	339	340	341	342	343	344	345	346	347
348	349	350	351	352	353	354	355	356	357	358	359
360	361	362	363	364	365	366	367	368	369	370	371
372	373	374	375	376	377	378	379	380	381	382	383
384	385	386	387	388	389	390	391	392	393	394	395
396	397	398	399	400	401	402	403	404	405	406	407
408	409	410	411	412	413	414	415	416	417	418	419
420	421	422	423	424	425	426	427	428	429	430	431
432	433	434	435	436	437	438	439	440	441	442	443
444	445	446	447	448	449	450	451	452	453	454	455
456	457	458	459	460	461	462	463	464	465	466	467
468	469	470	471	472	473	474	475	476	477	478	479
480	481	482	483	484	485	486	487	488	489	490	491
492	493	494	495	496	497	498	499	500	501	502	503
504	505	506	507	508	509	510	511	512	513	514	515
516	517	518	519	520	521	522	523	524	525	526	527
528	529	530	531	532	533	534	535	536	537	538	539
540	541	542	543	544	545	546	547	548	549	550	551
552	553	554	555	556	557	558	559	560	561	562	563
564	565	566	567	568	569	570	571	572	573	574	575
576	577	578	579	580	581	582	583	584	585	586	587
588	589	590	591	592	593	594	595	596	597	598	599
600	601	602	603	604	605	606	607	608	609	610	611
612	613	614	615	616	617	618	619	620	621	622	623
624	625	626	627	628	629	630	631	632	633	634	635
636	637	638	639	640	641	642	643	644	645	646	647
648	649	650	651	652	653	654	655	656	657	658	659
660	661	662	663	664	665	666	667	668	669	670	671
672	673	674	675	676	677	678	679	680	681	682	683
684	685	686	687	688	689	690	691	692	693	694	695
696	697	698	699	700	701	702	703	704	705	706	707
708	709	710	711	712	713	714	715	716	717	718	719
720	721	722	723	724	725	726	727	728	729	730	731
732	733	734	735	736	737	738	739	740	741	742	743
744	745	746	747	748	749	750	751	752	753	754	755
756	757	758	759	760	761	762	763	764	765	766	767
768	769	770	771	772	773	774	775	776	777	778	779
780	781	782	783	784	785	786	787	788	789	790	791
792	793	794	795	796	797	798	799	800	801	802	803
804	805	806	807	808	809	810	811	812	813	814	815
816	817	818	819	820	821	822	823	824	825	826	827
828	829	830	831	832	833	834	835	836	837	838	839
840	841	842	843	844	845	846	847	848	849	850	851
852	853	854	855	856	857	858	859	860	861	862	863
864	865	866	867	868	869	870	871	872	873	874	875
876	877	878	879	880	881	882	883	884	885	886	887
888	889	890	891	892	893	894	895	896	897	898	899
900	901	902	903	904	905	906	907	908	909	910	911
912	913	914	915	916	917	918	919	920	921	922	923
924	925	926	927	928	929	930	931	932	933	934	935
936	937	938	939	940	941	942	943	944	945	946	947
948	949	950	951	952	953	954	955	956	957	958	959
960	961	962	963	964	965	966	967	968	969	970	971
972	973	974	975	976	977	978	979	980	981	982	983
984	985	986	987	988	989	990	991	992	993	994	995
996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007
1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019
1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031
1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043
1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055
1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067
1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079
1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091
1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103
1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115
1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127
1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139
1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151
1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163
1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175
1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187
1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199
1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211
1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223
1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235

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**INTEGRATED
SOURCE
MANAGEMENT**

Consulting Foresters & Restoration Ecologists

27 September 2016

Attn: Bonnie Serkin
Steel String, Inc
2712 SE 20th Ave
Portland, OR 97202

Table 1, below, outlines the projected costs to reforest the 3-acre parcel to be clear cut south of the “horseshoe bend” of 98th Street, located in Newport, OR. The projected costs will cover the duration of the reforestation process until the seedling are determined “Free-to-grow”, at this point seedling survival is highly probable. Monitoring seedling health and vigor will ensure a robust, well-formed, and valuable crop tree in the future. Furthermore, after seedlings meet “Free-to-grow” standards, reforestation provisions contained within the Oregon Forest Practices Act are considered satisfied.

Table 1. Projected Steel String Reforestation Costs for 98th Street 3-acre Parcel.

Season	Year	Task	Rate	Miles	Number	Hours	Total
	All	Project Management	\$75.00		1	40	\$3,000.00
		- Vehicle Mileage	\$0.80	130	5		\$520.00
Fall/Winter	2016	Labor - Chainsaw Clean up; damaged trees, etc	\$45.00		1	8	\$360.00
Fall/Winter	2016	Labor - Piling and Cover	\$41.00		5	8	\$1,640.00
Fall/Winter	2016	Supplies - Plastic Rolls	\$150.00		1	2	\$300.00
Fall	2017	Burning Brush Piles	\$42.00		4	16	\$2,688.00
Summer/Fall	2018	Labor - Backpack Spray	\$42.00		4	8	\$1,344.00
Summer/Fall	2018	Supplies - Herbicide	\$300.00				\$300.00
Winter	2018	Planting Trees per Tree	\$0.79		1305		\$1,030.95
Winter	2018	Supplies - Tree seedlings per Tree	\$0.72		1305		\$939.60
Winter/Spring	2018	Monitoring - Stocking Survey	\$75.00		1	4	\$300.00
Summer/Fall	2019	*Seedling Release - Circle Spray	\$42.00		4	8	\$1,344.00
Summer/Fall	2019	*Supplies - Herbicide					\$150.00
Winter/Spring	2019	Monitoring - Stocking Survey	\$75.00		1	4	\$300.00
Summer/Fall	2020	*Seedling Release - Circle Spray	\$42.00		4	8	\$1,344.00
Summer/Fall	2020	*Supplies - Herbicide					\$150.00
Winter	2021	Monitoring - Stocking Survey	\$75.00		1	4	\$300.00
Winter	2022	Monitoring - Stocking Survey	\$75.00		1	4	\$300.00
Winter	2023	Monitoring - Stocking Survey; Final 5-year "Free-to-Grow" Assurance	\$75.00		1	4	\$300.00
* Additional Seedling release from competing vegetation may or may not be required; as determined by Stocking Survey data.							
						Total	\$16,610.55

1431 College Street
P.O. Box 547
Philomath, OR 97370
www.irmforestry.com

Dan@irmforestry.com
(541) 929-3408 – Office
(315) 529-7572 – Cell
(775) 535-4364 – Fax



**TEGRATED
SOURCE
MANAGEMENT**

Consulting Foresters & Restoration Ecologists

Projected costs associated with representing Steel String for the duration of the tree removal on 98th Street, are shown in, Table 2, below. The City of Newport tree removal project expected to have duration is 3-4 weeks. Integrated Resource Management will provide a Professional Forester to represent Steel String, Inc. Representation includes weekly site visits allowing for the monitoring of the logging operation in its entirety to ensure a satisfactory project completion.

Table 2. Projected Steel String Landowner Representation Costs for City of Newport Tree Removal; 3-Acre Parcel 98th St

Year	Task	Rate	Miles	Number	Hours	Total
2016	Landowner Representation - Consulting Forester	\$75.00		4	20	\$6,000.00
	Vehicle Mileage - Site Visits and Monitoring	\$0.80	130	8		\$832.00
				Total		\$6,832.00

1431 College Street
P.O. Box 547
Philomath, OR 97370
www.irmforestry.com

Dan@irmforestry.com
(541) 929-3408 – Office
(315) 529-7572 – Cell
(775) 535-4364 – Fax