

**BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON**

**Wednesday, January 30, 2019**

**10:00 a.m. – Room 308**

**BOARD MEETING AGENDA**

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**CALL TO ORDER/FLAG SALUTE**

**MINUTES:**

- 01.16.19 Board Meeting
- 01.16.19 Board Meeting

**VISITOR COMMENTS – 5 MINUTE LIMIT**

**HEARING:**

**7:00 pm** Public Hearing to solicit input on CC Rider Transit Service Reductions.

**MATTERS:**

- 1) First Reading of Ordinance No 2019-1, "In the Matter of Amendments to the Columbia County Zoning Ordinance Pertaining to Accessory Dwelling Units Inside the Urban Growth Boundary".

**CONSENT AGENDA:**

- A. Ratify the Select to Pay for 01.28.19.
- B. Order No. 3-2019, "In the Matter of Appointing a New Administrator of the Columbia County Ambulance Service Ordinance".
- C. Oregon Department of Transportation Grant Application for CC Rider Longview/Kelso Intercity Service and authorize Todd Wood to sign.
- D. Oregon Department of Transportation Grant Application for CC Rider GPS / Online Tracker System and authorize Todd Wood to sign.

**AGREEMENTS/CONTRACTS/AMENDMENTS:**

- E. C9-2019 - Flexible Service Maintenance Agreement No. 32989 with the Oregon Department of Transportation.
- F. C10-2019 - Oregon Statewide Pharmacy and Local Public Health Authority Memorandum of Understanding and authorize Chair to sign.
- G. C11-2019, Agreement with Comcast Cable Communications for Ethernet Services and authorize Chair to sign.

**DISCUSSION ITEMS:**

- Executive Session under ORS 192.660(2)(e) – Real Property

**COMMISSIONER HEIMULLER COMMENTS:**

**COMMISSIONER MAGRUDER COMMENTS:**

**COMMISSIONER TARDIF COMMENTS:**

*Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.*

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Amendments to the Columbia  
County Zoning Ordinance Pertaining to  
Accessory Dwelling Units Inside the Urban  
Growth Boundary

ORDINANCE NO. 2019-1

The Board of County Commissioners for Columbia County, Oregon, ordains as follows:

**SECTION 1. TITLE**

This Ordinance shall be known as Ordinance No. 2019-1.

**SECTION 2. AUTHORITY**

This Ordinance is adopted pursuant to ORS 203.035, ORS 203.045, ORS 197.175, and ORS 197.312.

**SECTION 3. PURPOSE**

The purpose of this Ordinance is to amend the Columbia County Zoning Ordinance (“Zoning Ordinance”) to allow for accessory dwelling units (“ADUs”) in Single-Family Zoning Districts inside the Urban Growth Boundary (“UGB”), and prescribe siting and design requirements. Specifically, this ordinance allows for the development of one ADU for each detached single-family dwelling on a lot zoned for single-family development inside a city’s UGB, subject to requirements identified in Exhibit A, attached hereto and incorporated herein by this reference.

**SECTION 4. PROCEDURAL HISTORY**

Following public notice, this matter came before the Columbia County Planning Commission (“Planning Commission”) for a public hearing on July 16, 2018, and was continued to August 20, 2018. At the August 20, 2018 hearing, the Planning Commission recommended approval of the proposed Zoning Ordinance amendments as presented in the Staff Report dated July 17, 2018. The Planning Commission also recommended the Board of Commissioners (“Board”) fast-track the adoption of the proposed amendments and update the Columbia County Comprehensive Plan and Urbanization Goals and Policies accordingly.

Following public notice, this matter came before the Board for a public hearing on October 17, 2018, and was continued to November 28, 2018. The record was left open. The Board held a Work Session on November 7, 2018. The public was invited to attend the November 7, 2018 meeting; however, no public testimony was permitted at the meeting. At the conclusion of the

November 28, 2010 hearing, the Board closed the record for submittal of new evidence and testimony. The Board then deliberated and voted to tentatively approve the proposed amendments.

## **SECTION 5. AMENDMENT AND AUTHORIZATION**

The Columbia County Zoning Ordinance is amended as shown in Exhibit A, attached hereto and incorporated herein by this reference.

## **SECTION 6. FINDINGS**

The Board of County Commissioners adopts the Findings of Fact and Conclusions of Law in the Board Communication dated November 21, 2018, and the Staff Report dated October 10, 2018, attached hereto as Exhibit B and incorporated herein by this reference, to the extent those findings and conclusions are consistent with the Board's decision.

## **SECTION 7. SEVERABILITY**

If for any reason a court of competent jurisdiction holds any portion of this Ordinance, including its attachments or any portion therein, to be invalid, and such holding is upheld on appeal, that portion shall be deemed a separate, distinct and independent portion. The court's holding shall not affect the validity of the remaining portions.

## **SECTION 8. SCRIVENER'S ERRORS**

Scrivener's errors in any portion of this Ordinance may be corrected by order of the Board of County Commissioners.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

Approved as to Form

By: \_\_\_\_\_  
Office of County Counsel

Recording Secretary

By: \_\_\_\_\_  
Jan Greenhalgh

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

BOARD FOR COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Henry Heimuller, Chair

By: \_\_\_\_\_  
Margaret Magruder, Commissioner

By: \_\_\_\_\_  
Alex Tardif, Commissioner



**EXHIBIT A**  
**AMENDMENTS TO COLUMBIA COUNTY ZONING ORDINANCE**

The Columbia County Zoning Ordinance is hereby amended as follows with added text shown in **bold** and deleted text shown in ~~strike through~~:

**ARTICLE I GENERAL DEFINITIONS**

**Section 100: GENERAL DEFINITIONS**

For the purpose of this ordinance, the following terms are hereby defined:

- .1 Access: The way or means by which pedestrians and vehicles enter and leave the property.
- .2 **Accessory Dwelling Unit (ADU): A self-contained interior, attached or detached residential structure that is used in connection with, or accessory to, a single-family dwelling. ADUs shall be allowed in conjunction with properties containing single-family dwellings.**

*[Renumber Section “100.2” through “100.116” to Section “100.3” through “100.117.”]*

**ARTICLE II GENERAL PROVISIONS**

**Section 200 GENERAL PROVISIONS:**

[...]

- 222 One Septic System Per Lot: Only one residential subsurface sewage disposal system may be installed on each legal lot or parcel. **For an Accessory Dwelling Unit, an Authorization Notice to connect to the primary residential sewage disposal system is required; however, an exception can be allowed if a connection is not physically and legally available.**

[...]

**Section 224: ACCESSORY DWELLING UNITS**

- .1 **One accessory dwelling unit is allowed in conjunction with a detached single-family dwelling on a lot zoned for single-family development within an Urban Growth Boundary (UGB) of a city. UGB areas have the following residential zoning districts: Single-Family Residential (R-10), Single-Family & Two-Family Residential (R-7), and Rural Residential (RR-5 and RR-2).**

- .2 An ADU shall contain a kitchen, bathroom and a living/sleeping area that is completely independent of the primary dwelling. Recreational vehicles are not allowed as an accessory dwelling unit. Creation of a new Accessory Dwelling Unit may be accomplished through any of the following methods:**
- A. Attached to the primary dwelling by converting a single-family dwelling's existing living area, attic, basement or garage;**
  - B. Attached to the primary dwelling by adding floor area to the existing single-family dwelling;**
  - C. Constructing a detached accessory dwelling unit on the developed site including siting of a manufactured dwelling;**
  - D. Converting an accessory building, or portion thereof, to an accessory dwelling unit; or,**
  - E. Constructing a new-dwelling with an internal accessory dwelling unit and,**
  - F. Constructing a new dwelling and converting the existing dwelling to a detached ADU, provided both dwellings meet the minimum zoning requirements.**
- .3 The County will require the proposed Accessory Dwelling Unit to comply with the Gross Habitable Floor Area, and Owner Occupancy requirements as imposed by the City for the unincorporated portion of the City's Urban Growth Boundary Area.**
- .4 Domestic Water: Documentation shall be submitted to LDS that the ADU can be served by an existing public or community water district or by a private well that has been recorded with the State of Oregon Water Resources Department. LDS shall also require a Will Serve letter from the community/city water purveyor verifying the ADU can utilize the water system.**
- .5 Sewage Disposal: The County Sanitarian shall review and approve the proposed method of onsite sewage disposal for the ADU for compliance with the applicable provisions in the Oregon Administrative Rules (OAR) 340-071-0205 for existing septic systems. If the ADU will utilize community sewer, documentation shall be submitted to the County that the affected city will provide sewer service.**
- .6 Access: The road access to all ADUs shall be reviewed and approved by the County Public Works Department and the affected city for consistency with the applicable provisions of the County Road Standards Ordinance and the Urban Growth Area Management Agreements between the affected city and Columbia County.**

- .7 Siting Requirements/Standards:** The proposed ADU must comply with the underlying zone R-10, R-7, RR-5 and/or RR-2 Zones' minimum yard setback requirements for primary dwellings. Height limitations and lot or parcel coverage requirements shall be the same as the underlying zone.
- .8 On Site Parking:** The ADU shall provide one additional on-site parking space if the primary dwelling has less than three available on-site parking spaces (inclusive of garage and driveway).
- .9 Location of Entrances:** For an attached ADU only one entrance to the residence may be located on the front of the dwelling facing the street, unless the primary dwelling contained additional door entrances before its conversion to an ADU. An exception is entrances that do not have access from the ground such as entrances from balconies or decks.
- .10 Exterior Design and Appearance:** ADUs shall maintain consistency with the primary dwelling. For an ADU that is created by an adding floor area to the existing primary dwelling, the ADU shall have the same siding and roofing materials and exterior paint colors as the primary dwelling. For a detached ADU the County will require compliance with clear and objective design and appearance regulations adopted by the City where the UGB is located.
- .11 Divisions of Property:** The division of a property containing an ADU shall comply with the minimum and applicable provisions of Zoning District and Subdivision and Partitioning Ordinance. Establishing a new ADU shall not allow the further division of RR-5 and RR-2 properties provided for in Sections 606 and 627 of the County's Zoning Ordinance.
- .12 Alteration:** If an existing authorized detached accessory structure, or portion thereof, is converted into an ADU, it is exempt from the minimum setback standards for primary dwellings. Any floor area that is added to this structure must not increase the setback non-conformity. Proposed expansions are not eligible to be approved with a Variance to the setback standards for single-family development.
- .13 Existing Non-conforming ADU:** An existing, non-conforming second dwelling on a lot or parcel in any residential zone permitted by this section may be determined to be a conforming ADU through an approval process that includes the following:
- A. All necessary building permits and occupancy authorization is obtained to assure the ADU complies with the applicable fire, life & safety and building codes per the Oregon Residential Specialty Code and
  - B. The ADU complies with other requirements of this section, such as size, floor area, water, sewerage, entry and access.

**BOARD COMMUNICATION****FROM THE LAND DEVELOPMENT SERVICES DEPARTMENT****HEARING DATE: Wednesday November 28, 2018****TO: BOARD OF COUNTY COMMISSIONERS****FROM: Todd Dugdale, Director of Land Development Services** **SUBJECT: PUBLIC HEARING-LEGISLATIVE LAND USE AMENDMENTS  
Proposed Amendments To the Zoning Ordinance Prescribing Review  
Requirements and Standards for Accessory Dwelling Units for Single Family  
Zoning Districts within Urban Growth Boundaries.****DATE: November 21, 2018****SUMMARY:**

The Board held a public hearing on October 17, 2018 regarding proposed amendments to the Zoning Ordinance for allowing Accessory Dwelling Units in conjunction with single family dwellings in UGB areas. At the conclusion of the hearing, the Board decided to continue the hearing to November 28, 2018 and schedule a work session with Staff on November 7, 2018. The public was invited to the work session, but no public testimony would be received.

During this work session, Land Development Services presented the Board with three primary issues that were raised during the public review process:

- 1) Rural vs. Urban Growth Area - Should the County include rural areas to be eligible for permitting ADUs, not just allowing ADUs within Urban Growth Areas of the incorporated cities?
- 2) Size Limit for an ADU – What limits should be prescribed for the floor area of the ADU?
- 3) Owner Occupancy. Should there be a requirement that the property owner must occupy the primary dwelling?

The Board then discussed the **ADUs in Rural vs. Urban Growth Area** issues with staff and concluded that amendments proposed for TA 18-01 are necessary for Columbia County to comply with Oregon Senate Bill 1051 as amended by House Bill 4034 which mandates Counties to adopt ADU regulations for unincorporated Urban Growth Areas. The Board determined that the County would be able to revise these amendments in the future should the State Legislature expressly allow ADUs outside of UGBs.

As for the issue of **Size Limits and Owner Occupancy** requirements for ADUs, the Board concluded that there was no need for the County to adopt standards for ADUs within unincorporated portions of UGBs because existing Urban Growth Management Agreements with cities require all development within UGBs to comply with the affected city's Comprehensive Plan to ensure the site's uses are compatible with the city's zoning at the time of annexation.

As directed by the Board, Land Development Services Planning Staff contacted planning representatives from all six affected cities (Clatskanie, City of Columbia City, Rainier, Scappoose, Saint Helens and Vernonia) to verify that they would concur with the County deferring to City ADU's Size Limits and Owner Occupancy standards. Under this approach, prior to Land Development Services' release of any ADU building permits the County must receive written confirmation from the affected City that the new ADU to be located in their UGB complies with the City's ADU requirements. Below is a summary of City Size Limit and Owner Occupancy requirements for ADUs.

| City                  | Size Limit  | Owner Occupancy required for either residence             |
|-----------------------|---|---|
| City of Columbia City | 50% of primary dwelling's living area or 750 square feet whichever is less                      | Yes   |
| Clatskanie            | 700 square foot limit to all accessory structures   | No  |
| Rainier               | Maximum gross habitable floor area is 800 square feet   | Yes for one of the residences, at least 6 months per year |
| Scappoose             | 50% of the primary residence's gross habitable floor area or 800 square feet, whichever is less | No  |
| Saint Helens          | 75% of the living area of the primary dwelling or 1,200 square feet, whichever is less          | No  |
| Vernonia              | 33% of living area of primary residence or 880 square feet, whichever is less                   | Yes   |

As of the date of this report, and after conversations with the City representatives, none of the Cities expressed any concerns with the 12 other ADU provisions recommended by Staff for TA 18-01. Other provisions include Definitions, Domestic Water, Sewage Disposal, Access, Siting Standards, On Site Parking, Location of Entrances, Exterior Design and Appearance, Division of Property, Alteration, and (the legalization of) Existing Non-Conforming ADUs(see **Attachment 4**).

These proposed amendments incorporate and are consistent with State law requirements prescribed by Senate Bill 1051 as amended by House Bill 4034 related to increasing options for single-family residential land uses in all six of Columbia County's existing Urban Growth Boundaries. These amendments also provide reasonable siting and design regulations for increasing housing affordability, density and choices in these areas that are likely to be annexed and served by public facilities and services. Finally, adopting these amendments alone will not resolve Columbia County's lack of affordable housing opportunities, but they will help provide county residents with wider variety of housing options which are more in line with their demographic characteristics and financial circumstances.

#### **RECOMMENDATION:**

Staff recommends I move to approval of amendments to the Columbia County Zoning Ordinance prescribing standards for ADUs within unincorporated portions of Urban Growth Boundaries contained in **Attachment 4** based on findings contained in the October 10, 2018 Staff Report as

amended and supplemented by Staff's November 1, 2018 and November 28, 2018 Board Communications.

Final Draft recommended ADU amendments will be mailed to those providing testimony at prior hearings on this matter and posted on the Land Development Services website prior to the November 28, 2018 public hearing.

**ATTACHMENTS:**

1. October 10, 2018 Staff Report
2. November 1, 2018 Board Communication
3. November 7, 2018 Board of Commissioner's Work Session meeting notes.
4. Final Draft: Recommended Zoning Ordinance amendments dated November 21, 2018 prescribing standards for ADUs in unincorporated portions of Urban Growth Boundaries.

# COLUMBIA COUNTY BOARD OF COMMISSIONERS

Staff Report

October 10, 2018

Zoning Ordinance Text Amendment for "Accessory Dwelling Units"  
Located in Urban Growth Boundaries

**FILE NUMBER:** TA 18-01

**APPLICANT:** Columbia County  
Land Development Services

**HEARING DATE:** October 17, 2018

**REQUEST:** Under Senate Bill 1051, as amended by House Bill 4034, Columbia County is authorized to amend provisions in the Zoning Ordinance establishing Accessory Dwelling Units (ADU) in single family residentially zoned properties which are located within Urban Growth Boundaries (UGB).

## **APPLICABLE REVIEW CRITERIA:**

**Pages**

### Notification Requirements

#### Columbia County Zoning Ordinance

|  |   |
|--|---|
| Section 1606 - Legislative Hearing                     | 2 |
| Section 1607 - Consistency with the Comprehensive Plan | 3 |
| Section 1611 - Notice of Legislative Hearing           | 4 |

#### Oregon Administrative Rules

|   |   |
|---|---|
| OAR 660-018-0020 - Post Acknowledgment Amendments | 4 |
|---|---|

### Consistency with Columbia County Comprehensive Plan

#### Columbia County Comprehensive Plan

|            |                                |   |
|------------|--------------------------------|---|
| Part I     | Administrative Procedures      | 5 |
| Part II    | Citizen Involvement            | 6 |
| Part III   | Planning Coordination          | 6 |
| Part VI    | Housing                        | 6 |
| Part IX    | Urbanization                   | 7 |
| Part XIV   | Public Facilities and Services | 8 |
| Part XVIII | Air, Land and Water Quality    | 8 |

### Proposed Zoning Ordinance Amendments

#### General Definitions

|               |                               |   |
|---------------|-------------------------------|---|
| Section 100.2 | Accessory Dwelling Unit (ADU) | 9 |
|---------------|-------------------------------|---|

#### Article II - General Provisions

|             |                          |        |
|-------------|--------------------------|--------|
| Section 200 | Accessory Dwelling Units | 9 - 13 |
|-------------|--------------------------|--------|

|                          |                  |    |
|--------------------------|------------------|----|
| <u>Comments Received</u> | See Attachment 2 | 13 |
|--------------------------|------------------|----|

|                                       |    |
|---------------------------------------|----|
| <b>Conclusion and Recommendation:</b> | 14 |
|---------------------------------------|----|

## **BACKGROUND & SUMMARY:**

### **Oregon Senate Bill 1051**

In the 2017-2018 legislative sessions, Oregon Senate Bill 1051 as amended by House Bill 4034 provided enabling legislation for related amendments to ORS 197.312, requiring counties with populations greater than 15,000 to accept building permits for all properties that are zoned for single family development and within Urban Growth Boundaries (UGBs) to develop *“at least one accessory dwelling unit for each detached single family dwelling”*. Counties are also authorized to develop reasonable siting and design standards for these new accessory dwelling units.

Senate Bill 1051 as amended creates a series of provisions to simplify the process for the siting of affordable and higher density housing opportunities for cities and counties. Although primarily aimed at cities, Senate Bill 1051 includes provisions for siting accessory dwelling units for properties zoned for single family development that are outside city limits but inside an UGB. Until annexed, the development of all properties within UGBs remain the responsibility of the county. There are six (6) Urban Growth Boundaries in Columbia County for the cities of Clatskanie, Columbia City, Rainier, Scappoose, Saint Helens and Vernonia. The proposed Amendments apply only to properties within these six UGB areas that are zoned for single family development and include the Single-Family Residential (R-10), Single-Family and Two-Family Residential (R-7) and Rural Residential (RR-5 and RR-2) Zoning Districts.

These proposed Amendments will further implementation of the Comprehensive Plan’s Housing Goal by providing county citizens with wider ranges of affordable housing units including additional:

1. Opportunities for the development of new housing units and supporting the rehabilitation of the existing housing units when feasible;
2. Residential land inside urban growth boundaries that reflect wider range of housing types, densities, and costs commensurate with the needs of county residents;
3. In-fill development by increasing allowable densities in urban service areas which may have excess public facility capacity or potential for cost efficient expansion.

The County Board of Commissioners initiated this Amendment at their May 2, 2018 Work Session and instructed staff to proceed with the process of drafting amendments to the Zoning Ordinance addressing Accessory Dwelling Units in Urban Growth Boundaries according to the legislative process prescribed by the Comprehensive Plan and Zoning Ordinance.

Proposed Amendments to Section 100 “General Definitions”, Section 222 “General Provisions” and Section 221 :”Accessory Dwelling Units” within Articles I and II (**Attachment 1**) addresses local County standards specific to accessory dwelling units which are in addition to those applicable in individual zoning districts in which those uses are allowed. These standards incorporate State law requirements related to land use and add County reasonable siting and design regulations for increasing housing affordability, density and choices within Columbia County’s six Urban Growth Boundaries. Findings justifying the proposed additional County standards are contained in the Findings of this report.

## **REVIEW CRITERIA AND FINDINGS:**

### **Beginning with Section 1600 of the Zoning Ordinance:**

This request is being processed under Sections 1606 (Legislative Hearing) and 1611 (Notice of Legislative Hearing) of the County Zoning Ordinance. The pertinent sections of the ordinance are as follows:

**1606 Legislative Hearing:** Requests to amend the text of the Zoning Ordinance or to change a large area of the Zoning Map of Columbia County in order to bring it into compliance with the



Comprehensive Plan are legislative hearings. Legislative hearings shall be conducted in accordance with the following procedures:

- .1 A legislative amendment to the Zoning Ordinance Text or Map may be initiated at the request of the Board of Commissioners, a majority of the Commission, or the Director, or any citizen of the County may petition the Commission for such a change.
- .2 Notice of a Legislative Hearing shall be published at least twice, 1 week apart in newspapers of general circulation in Columbia County. The last of these notices shall be published no less than 10 calendar days prior to the Legislative Hearing. The mailing of notice to individual property owners is not required but shall be done if ordered by the Board of Commissioners."

**Finding 1:** On May 2, 2018, the Columbia County Board of Commissioners initiated these Text Amendments to Sections 100 and 200 of the Zoning Ordinance as a legislative amendment in accordance with the provisions in Section 1606. Notifications of the Planning Commission's evidentiary public hearing were published in the *St. Helens Chronicle* on May 30, 2018 and June 6, 2018 and in the *South County Spotlight* on June 1, 2018 and June 8, 2018, the last publication date is 10 days prior to the Planning Commission hearing date of June 18, 2018. Public hearing notices and a preliminary draft of the proposed amendments were mailed to all members of the Columbia County's five (5) CPACs, the Cities of Clatskanie, Columbia City, Rainier, St. Helens, Scappoose, and Vernonia, and affected County Departments on May 11, 2018. The subsequent Board of Commissioner's public hearing notices were published in the *St. Helens Chronicle* on October 3, 2018 and in the *South County Spotlight* on October 5, 2018. On September 20, 2018 the Board also sent a Notice of Public Hearing to interested parties who attended the Planning Commission hearings. With these Planning Commission and Board of Commissioners notifications, Staff finds this criteria in Sections 1606.1 and 1606.2 have been met.

**Continuing with Section 1607 of the Zoning Ordinance:**

1607 **Consistency with the Comprehensive Plan:** All amendments to the Zoning Ordinance Text and Map shall be consistent with the Comprehensive Plan Text and Maps.

- .1 The Commission shall hold a hearing to consider the proposed amendments and shall make a recommendation to the Board of Commissioners with regard to the proposed amendments. The Board of Commissioners shall hold at least one hearing to consider the proposed amendments. Both the Commission and the Board of Commissioners hearings will require notice in the manner outlined in Section 1611."

**Finding 2:** The Planning Commission's June 18, 2018 public hearing was postponed until July 16, 2018 and then continued until August 20, 2018. On August 20, 2018 the Planning Commission recommended Approval of TA 18-01 to the Board of Commissioners with Amendments identified as **Accessory Dwelling Units Requirements Inside Urban Growth Boundaries dated July 17, 2018** as presented in the related Staff Reports. The Planning Commission does not make a final decision on this matter, but rather makes a Recommendation to the Board of Commissioners for the final decision of TA 18-01. As covered in the Background and throughout this Report, these Text Amendments are consistent with the provisions in OAR 660-018-0020 which allow Columbia County to revise the County's Zoning Ordinance in order to better implement the Comprehensive Plan. See Pages 5 - 8 for discussion of consistency with the Comprehensive Plan and Statewide Planning Goals. Staff finds these criteria will be satisfied when the Board holds their October 17, 2018 hearing and can determine that the proposed amendments are consistent with the Comprehensive Plan and all applicable State criteria.

**Continuing with Section 1611 of the Zoning Ordinance:**

1611 **Notice of Legislative Hearing:** The notice of a legislative hearing shall contain the following items:

- .1 Date, time and place of the hearing;
- .2 A description of the area to be rezoned or the changes to the text;
- .3 Copies of the statement for the proposed changes are available in the Planning

- .4 Department. These proposed changes may be amended at the public hearing;
- .5 Interested parties may appear and be heard;
- .5 Hearings will be held in accordance with the provisions of the Zoning Ordinance.

**Finding 3:** All of the above information has been addressed during Finding 1's discussion related to the Planning Commission and Board of Commissioners Notices of Initial and Final Evidentiary Hearings that were published in the *Chronicle* and *Spotlight* newspapers and mailed to interested parties. With these notifications, Staff finds this criterion is met.

#### **Following with Oregon Administrative Rules OAR 660-018-0020:**

##### **660-018-0020 Notice of a Proposed Change to a Comprehensive Plan or Land Use Regulation**

- (1) Before a local government adopts a change to an acknowledged comprehensive plan or a land use regulation, unless circumstances described in OAR 660-018-0022 apply, the local government shall submit the proposed change to the department, including the information described in section (2) of this rule. The local government must submit the proposed change to the director at the department's Salem office at least 35 days before holding the first evidentiary hearing on adoption of the proposed change.
- (2) The submittal must include applicable forms provided by the department, be in a format acceptable to the department, and include all of the following materials:
  - (a) The text of the proposed change to the comprehensive plan or land use regulation implementing the plan, as provided in section (3) of this rules
  - (b) If a comprehensive plan map or zoning map is created or altered by the proposed change, a copy of the relevant portion of the map that is created or altered
  - (c) A brief narrative summary of the proposed change and any supplemental information that the local government believes may be useful to inform the director and members of the public of the effect of the proposed change
  - (d) The date set for the first evidentiary heading
  - (e) The notice or a draft of the notice required under ORS 197.763 regarding a quasi-judicial land use hearing, if applicable and
  - (f) Any staff report on the proposed change or information that describes when the staff report will be available and how a copy may be obtained.
- (3) The proposed text submitted to comply with subsection (2)(a) of this rule must include all of the proposed wording to be added to or deleted from the acknowledged plan or land use regulations. A general description of the proposal or its purpose, by itself, is not sufficient. For map changes, the material submitted to comply with Subsection (2)(b) must include a graphic depiction of the change a legal description, tax account number, address or similar general description, by itself, is not sufficient. If a goal exception is proposed, the submittal must include the proposed wording of the exception.

**Finding 4:** Notice and the draft TA 18-01 Amendments were sent in accordance with OAR 660-018-0020 to DLCD on May 10, 2018 **41** days before the Planning Commission's first evidentiary hearing on June 18, 2018. The County will mail a Notice of Adoption to DLCD if the Board approves the amendments. This criterion can be satisfied.

The following Parts of the County's Comprehensive Plan apply to the Amendments proposed for TA 18-01. (Those not listed, are not applicable)

The Columbia County Comprehensive Plan has twenty-one (21) Parts, each with a set of general Goals and related Policies that are, in turn, implemented by the Zoning Ordinance, which identifies how land can be used and developed in the County's unincorporated areas. The seven (7) parts of the Comprehensive Plan applicable to the proposed text amendment are: Part I -Administrative Procedures, Part II -Citizen Involvement, Part III- Planning Coordination, Part VI - Housing, Part IX -Urbanization, Part XIV- Public Facilities and Services, and Part XVIII - Air, Land and Water Quality. The other fourteen (14) Parts not addressed in this report are not applicable to the request.

Beginning with Part I - Administrative Procedures for Revising and Amending the Comprehensive Plan:

**Part I (Administrative Procedures):** This section provides a framework by which the Comprehensive Plan and its implementing ordinances (such as the Zoning Ordinance) may be reviewed, revised and amended. Policy 5.A allows amendments to be initiated by the Board of Commissioners, the Planning Commission, the Planning Director, or the owners of an affected property. Policy 5.C requires amendments to follow a process for adoption: CPAC review, Planning Commission public hearing and recommendation, and Board hearing and adoption of revisions or amendments. Policy 5.D addresses legislative amendments and requires notice of the public hearing and that a copy of the proposed amendments be mailed to all Citizen Planning Advisory Committees and interested parties ten days prior to the first public hearing.

As discussed in Finding 1 of this report, the Board of County Commissioners initiated process for the Zoning Text Amendments to Sections 100 and 200 and directed Staff to prepare amendments addressing additional land use requirements for the proposed authorization of Accessory Dwelling Units in compliance with the passage of Senate Bill 1051 and House Bill 4031. Proposed amendments are legislative amendments and have been noticed in accordance with this Plan and applicable Oregon Revised Statutes (ORS 660-018-0020). Notification of proposed amendments were sent to the Department of Land Conservation and Development (DLCD), all County CPACs, the Cities of Clatskanie, Columbia City, Rainier, St. Helens, Scappoose, and Vernonia, and other interested parties for their review. In accordance with ORS 660-018-0020(1), which requires notice of proposed amendments to be mailed to DLCD 35 days prior to the first evidentiary hearing. A copy of the proposed amendments was mailed to DLCD on May 10, 2018 which is 41 days prior to the June 18, 2018 hearing. On May 11, 2018, notification of the amendments was mailed to all County CPAC members, the six cities listed above and other interested agencies. Public notices of the meetings (twice at least 10 days prior to the initial public hearing) were published accordingly.

The first public hearing by the Planning Commission was scheduled for June 18, 2018; this was postponed to July 16, 2018 and then continued to August 20, 2018. On August 31, 2018 the Planning Commission Recommended Approval of TA 18-01 to the Board of Commissioners with Amendments identified as **Accessory Dwelling Units Requirements Inside Urban Growth Boundaries dated July 17, 2018** as presented in the related Staff Reports. The Board will then hold a public hearing on October 17, 2018 to consider the Planning Commission's recommendation and public testimony prior to making a decision on the adoption of proposed amendments.

Finally, Policy 8 requires all land use approvals to be consistent with the Comprehensive Plan. The proposed amendments' consistency with the Comprehensive Plan are discussed as follows:

## Continuing with Part II of the Comprehensive Plan - Citizen Involvement:

**Part II (Citizen Involvement):** requires opportunity for citizens to be involved in all phases of the planning process. Generally, Part II is satisfied when a local government follows the public involvement procedures set out in State statutes and in its acknowledged Comprehensive Plan and land use regulations, which has been completed for this application.

As a result of public testimony heard and documents submitted at the July 16, 2018 hearing, the Planning Commission expressed interest in receiving additional information related to how the amendments proposed for TA 18-01 could better address the county's lack of adequate affordable housing. Specifically, the Planning Commission directed staff to provide additional information related to how these amendments could:

1. Allow seniors, individuals and families to live in ADA compliant dwellings,
2. Eliminate the owner occupancy requirement of one of the two authorized dwellings,
3. Adding another category for the creation of new ADUs, and
4. Consider allowing ADUs outside of UGBs (and into rural areas) should the State grant counties this statutory authority in the future.

Consequently, staff researched these issues and provided the related recommendations to the Planning Commission in the August 10, 2018 "Refining Accessory Dwelling Legislation Proposed ADU Ordinance Issues..." The Planning Commission reviewed this additional information at their August 20, 2018 and voted to incorporate the necessary revisions to TA 18-01 in their August 31, 2018 Recommendation to the Board. For these reasons, Staff finds that TA 18-01 complies with Part II of the Comprehensive Plan.

## Continuing with Part III of the Comprehensive Plan: Planning Coordination:

**Part III (Planning Coordination):** This section requires coordination with affected governments and agencies. In accordance with Section 1603 of Columbia County's Zoning Ordinance and ORS 660-018-0020, the County provided notice of the hearing with the opportunity for comments to DLCD, all County CPAC members, six cities and interested parties. Any and all comments, received as of the date of this report, are discussed under "Comments Received" below.

Additionally, Zoning Ordinance Text Amendments are subject to the Legislative public hearing process and are heard by the Planning Commission (for a recommendation) and by the Board of County Commissioners (for a final decision). These hearings are advertised and open to the public and provide additional opportunity for public comment. The Planning Commission hearings and the subsequent October 17, 2018 public hearing of the Board of County Commissioners will satisfy the Planning Coordination requirements of Part III of the Comprehensive Plan.

## Continuing with Part VI of the Comprehensive Plan - Housing:

**Part VI (Housing):** Residential land use in Columbia County is characterized by single family dwellings on individual parcels. Columbia County has significantly fewer multi-family dwellings than the statewide average. People moving into the unincorporated areas prefer a rural lifestyle on a small acreage. One of the primary factors in this growth has been the pressure of suburbanization from the Portland metropolitan area. In the southeastern portion of the county, many residents live in St. Helens or Scappoose commute to Portland or Washington County to work. Many of Vernonia residents and those in the southwestern portion of the county are also commute to the Tualatin Valley to work while those living the northern portion commute to Longview, Washington.

Oregon DLCD's March 2018 publication entitled Guidance on Implementing The ADU

Requirement Under Oregon Senate Bill 1051 states "As housing prices in Oregon go up, outpacing employment and wage growth, the availability of affordable housing is decreasing in cities through the state. While Oregon's population continues to expand, the supply of housing, already impacted by less building during the recession, has not kept up."

As the County population continues to increase, so will the demand for housing. One of the problems in trying to meet that need is that increased cost are pricing families out of the market. The State Housing Goal states "... plans shall encourage the availability of adequate numbers of housing units at price ranges and rent levels which are commensurate with the financial capabilities of Oregon households ...".

The Text Amendments proposed for TA 18-01 are directly related to the County's Housing Goal of providing for its citizens' housing needs by allowing infill- development in UGBs as well as adequate flexibility in housing location, type and density. TA 18-01 also supports the following Housing Goal Policies in that they will:

- . Encourage an adequate housing supply by providing adequate opportunity for the development of new 1,200 square foot housing units and will support the rehabilitation of the existing housing units that meet the minimum zoning requirements.
- . Provide adequate land inside the urban growth boundaries to meet housing needs and to provide for a wide range of urban housing choices.
- . Encourage development which will provide a range of choices in housing type, densities, price, and rent ranges throughout the County.
- . Insure there is an adequate supply of zoned land available in areas accessible to employment and public services to provide a choice of type, location, density, and cost of housing units commensurate to the needs of County residents.
- . Encourage the full utilization of urban lands by providing for development of undersized lots and increasing allowable densities in urban service areas which have excess public facility capacity or potential for cost efficient expansion. and
- . Assist all the appropriate organizations, property owners, and individuals in their efforts to provide ADA compliant housing which meets the needs of the low income, elderly, and handicapped residents of the County, and to rehabilitate the existing housing stock.

#### **Continuing with Part IX of the Comprehensive Plan - Urbanization:**

##### **Part IX (Urbanization):**

The Text Amendments proposed for TA 18-01 apply only to the unincorporated and urbanizable areas which are those lands within a City's recognized UGB where public facilities are planned and sewer systems to accommodate urban densities are inevitable in the near future. Those lands outside of a City's UGB are Rural Lands. Statewide Planning Goal 14 identifies urban growth boundaries as lands intended "to provide land for urban development needs and to identify and separate urban and urbanizable land from rural land. Consequently, even though TA 18-01 applies to some RR-5 and RR-2 properties because these lands located within a UGB, the county, cities and State consider them to be Urban, and not Rural, Lands. Urban growth boundaries were established in Columbia County using State criteria and as a result of the combined efforts of Columbia County and its incorporated cities.

This Part of the Comprehensive Plan requires the county to provide for an orderly and efficient transition from rural to urban land uses. It also is an efficient method of managing urban growth so that the needs of all citizens of the County are met. All ADUs will also be reviewed for compliance with design and appearance regulations adopted by the City where the UGB is located. A major consideration in the management of urban growth is the reduction of the costs associated with uncontrolled and scattered development. These costs

are measured both in terms of wasted resources and in the expense of providing services to remote residences. The purpose of urbanization is not to prevent growth from occurring, but to minimize and/or mitigate potential conflicts between conflicting land uses. Until the State of Oregon grants counties the statutory authority to allow ADUs outside of UGBs and into rural areas moreover, TA 18-01 is consistent with Part IX of its Comprehensive Plan related to Urbanization.

Zoning Text Amendments proposed for TA 18-01 will help the County and cities to maintain all UGB areas and are supported by the following Urbanization Policies to:

Accommodate urban population and urban employment inside urban growth boundaries, ensure the efficient use of land, and provide for livable communities.

Control development within the limitation of the public's ability to provide services.

Develop managing techniques with the incorporated cities

Provide direction for developers to utilize land within the boundary in the most efficient manner. and

Have mutually agreed upon land use designations and uses with each city.

For the above mentioned reasons, Staff finds that TA 18-01 will be consistent with the Urbanization Goals and Policies of the Comprehensive Plan.

#### **Continuing with Part XIV of the Comprehensive Plan - Public Facilities and Services:**

##### **Part XIV (Public Facilities and Services):**

Text Amendments proposed for TA 18-01 will allow for increased single family residential and ADA complaint development in the county's urban areas where the existing or planned public facilities are available and suitable for these services. In addition, they also consider energy conservation strategies related to the distribution and location of new housing and public facilities to existing facilities.. These Text Amendments support this Part of the Comprehensive Plan by implementing the timely, orderly, and efficient arrangement of public facilities and services as a framework for urban development. Requiring all ADUs to utilize approved potable water supplies (wells or community water) and sewage disposal systems (onsite septic system or sanitary sewer), will ensure the increased residential development is appropriate for these urbanizable areas. Not allowing the existence of an ADU as justification for further partitioning of the property further, will also ensure the subdivision of urbanizable land complies with the County's and Cities' subdivision ordinances and ORS 92. Finally by allowing non- profit agencies to develop future ADUs on properties they own will also allow the county and cities to work with these agencies to support and provide housing assistance for citizens with limited incomes. For these reasons, Staff finds these Text Amendments are consistent with Part XIV of the Comprehensive Plan.

#### **Continuing with Part XVIII of the Comprehensive Plan - Air, Land and Water Quality:**

**Part XVIII (Air, Land and Water Quality):** This Part of the Comprehensive Plan requires the County to maintain and improve its land resources as well as the quality of its air and water. By requiring ADUs to utilize approved potable water supplies and sewage disposal services and be constructed to the applicable provisions of the Oregon Residential Structural and Fire Codes, will ensure the ADU complies with all applicable local, state and federal water, air and land resource quality standards. If an ADU is proposed on any property that contains any identified environmentally sensitive areas protected by Statewide Planning Goal 5, it will be required to comply with these minimum applicable provisions of the Zoning Ordinance that protect these Goal 5 protected areas. By limiting the size of ADUs to 1,200 square feet will also help to ensure the increased residential density is timely and can be supported by the existing and/or planned for services and utilities.

**Finding 5:** For these stated reasons, Staff finds the proposed Text Amendments are consistent with these seven (7) specific Parts of the Columbia County Comprehensive Plan.

**Following with Proposed Amendments to Section 100 of the Zoning Ordinance as recommended by the Planning Commission:**

**Article I. Section 100: GENERAL DEFINITIONS**

New Definition:

- 100.2      Accessory Dwelling Unit (ADU): A self-contained interior, attached or detached residential structure that is used in connection with, or accessory to, a single family dwelling. ADUs shall be allowed in conjunction with properties containing single-family dwellings.

**Finding 6:** This proposed Text Amendment defines the general characteristics of an ADU from the building and land use perspectives and is consistent with the DLCD's public guidance to help jurisdictions meet the requirements of Senate Bill 1051. Site specific regulatory requirements of all ADUs will be defined in the proposed amendments to Section 223 that will be presented and evaluated in Findings 8 - 16. Staff finds that the proposed Text Amendment to Section 100.2 is necessary before the County/Land Development Services can review and process the lawful establishment of future ADUs.

**Following with Proposed Amendments to Section 222 of the Zoning Ordinance as recommended by the Planning Commission:**

**Article II. General Provisions**

[...]      (add highlighted portion)

222.      Only one residential subsurface sewage disposal system may be installed on each legal lot or parcel. For an Accessory Dwelling Unit, an Authorization Notice to connect to the primary residential sewage disposal system is required; however, an exception can be allowed if connection is not physically and legally available.

**Discussion:** Provisions in OAR 340-071-0205 prohibit persons from changing the use of or increasing the projected daily sewage flow into an existing onsite system without first obtaining an Authorization Notice from the local Department of Environmental Quality representative, the Columbia County Sanitarian. These provisions will allow the County Sanitarian flexibility in authorizing new uses of existing onsite sewage systems.

This revision will also allow the County Sanitarian more flexibility to work with any of the affected 6 incorporated cities to determine if the ADU can be served by the onsite sewage disposal system or whether the ADU will need to connect to the affected city's sewerage system if this community system is both legally and physically available, as described in OAR 340-071-0160 (4) (A and B). Since all ADUs proposed for TA 18-01 will be located within UGBs, this revised Text Amendment will help ensure both the ADU's and primary residence's sewage disposal system complies with the minimum statutory requirements for properties in close proximity to existing community sewer systems.

**Finding 7:** Staff finds the Text Amendment to Section 222 will help to ensure the required connections of all ADUs to existing septic systems or to nearby sanitary sewer systems are reviewed and approved by the County Sanitarian and will be consistent with the provisions in OAR 340-071-0205 for authorized changes in existing onsite sewage disposal systems.

**Continuing with Proposed Amendments to Include Siting and Design Criteria for Accessory Dwelling Units in Section 223 of the Zoning Ordinance as recommended by the Planning Commission:**



- 223.1 One accessory dwelling unit is allowed in conjunction with a detached single family dwelling on a lot zoned for single family development within an Urban Growth Boundary (UGB) of a city. UGB areas have the following residential zoning districts: Single-Family Residential (R-10), Single-Family & Two-Family Residential (R-7), and Rural Residential (RR-5 and RR-2).

**Discussion and Finding 8:** Consistent with the requirements in Senate Bill 1051, this Text Amendment specifies which residential zoning districts within any of Columbia County's 6 UGBs will be authorized to have one ADU. Although there are a few Industrial, Commercial, Surface Mining, Mobile Home Residential, Primary Forest and/or Forest-Agriculture zoned properties within UGBs, these zones are not intended to be developed for predominantly single family residential uses. Staff finds this Text Amendment will identify which unincorporated properties will be eligible to support a new ADU provided all land uses and development permits are obtained.

**Continuing with Proposed Amendments to Section 223:**

- .2 An ADU shall contain a kitchen, bathroom and a living/sleeping area that is completely independent of the primary dwelling. Recreational vehicles are not allowed as an accessory dwelling unit. Creation of a new Accessory Dwelling Unit may be accomplished through any of the following methods:
- A. Attached to the primary dwelling by converting a single family dwelling's existing living area, attic, basement or garage;
  - B. Attached to the primary dwelling by adding floor area to the existing single family dwelling;
  - C. Constructing a detached accessory dwelling unit on the developed site including siting of a manufactured dwelling;
  - D. Converting an accessory building, or portion thereof, to an accessory dwelling unit; or,
  - E. Constructing a new house with an internal accessory dwelling unit and
  - F. Constructing a new dwelling and converting the existing dwelling to a detached ADU, provided both dwellings meet the minimum zoning requirements.
- .3 Floor Area: The gross habitable floor area of the ADU shall not exceed 1,200 square feet

**Discussion:** These Text Amendments in Section 223.2 are necessary to ensure all ADUs comply with the minimum Oregon Residential Building Code requirements for permanent residential structures. The prohibition from using Recreational Vehicles as an ADU is also compliant with this building code requirement since these are vehicles, not structures, that are built for temporary recreational uses; RVs are not built as permanent residential structures.

Regarding the six (6) identified ways in Section 223.2 (A -F) to establish new ADUs by either converting or expanding existing structures or by constructing new structures, are consistent with the existing ADU provisions for the Cities of Clatskanie, Columbia City, Rainier, Saint Helens, Scappoose, and Vernonia. Since these UGB areas are subject to future annexation, incorporating these components into the County Zoning Ordinance is also consistent with the current Urban Growth Area Management Agreements between the County and affected Cities. The City of Scappoose commented that they fully support the proposed ADU Amendments. The County has yet to hear from any other of these cities notified of TA 18-01. These Text Amendments will also encourage in-fill development on potentially underutilized properties by increasing allowable densities in urban service areas which may have excess public facility capacity for their cost efficient expansion.



With regards to the ADU's 1,200 square foot maximum gross habitable floor area, the Planning Commission considered testimony and evidence submitted at their public hearings. This documentation included Agnes and Al Petersen's submittal of "Accessory Dwelling Units, Columbia county, Oregon Index" and the December 2017 Columbia County Housing Report conducted by the Community Action Team all of which pertain to the lack of affordable housing at the national and local levels. After deliberation, the Planning Commission recommended increasing the size of the ADU from 750 square feet to 1,200 square feet in order to provide more reasonable and ADA complaint housing accommodations that would be affordable for seniors, families, and individual who often need to reside in larger households due to financial and/or economic limitations and demographic characteristics. Although many jurisdictions use the lesser of (1) a percentage of the gross habitable square footage of the primary dwelling or (2) a specified square foot requirement to determine the size of any new ADU, many of Columbia County's existing homes were built between 1940 - 1970 and may be less than 1,000 square feet. The Planning Commission conferred with the Planning Director's decision to not restrict new ADUs to a percentage of the site's existing dwelling in order to help ensure all authorized ADUs can safely and functionally accommodate the needs of future residents.

**Finding 9:** For these reasons, Staff finds these Text Amendments will satisfy the requirements of Senate Bill 1051 as well as with Columbia County's existing Urban Growth Area Management Agreements.

#### **Continuing with Proposed Amendments to Section 223**

- .4 Domestic Water: Documentation shall be submitted to Land Development Services (LDS) that the ADU can be served by an existing public or community water district or by a private well that has been recorded with the State of Oregon Water Resources Department. LDS shall also require a Will Serve letter from the community/city water purveyor verifying the ADU can utilize the water system.
- .5 Sewage Disposal: The County Sanitarian shall approve the proposed method of onsite sewage disposal for the ADU for compliance with the applicable provisions in the Oregon Administrative Rules (OAR) 340-071-0205 for existing septic systems. If the ADU will utilize community sewer, documentation shall be submitted to the County that the affected city will provide sewer service.
- .6 Access: The road access to all ADUs shall be reviewed and approved by the County Road Department and/or the affected city for consistency with the applicable provisions of the County Road Standards Ordinance and/or the Urban Growth Area Management Agreements between the affected city and Columbia County.

**Discussion & Finding 10:** These three requirements for new ADUs will ensure the subject property has adequate public facilities (potable water, sewage disposal and access to a public right-of-way) to support the increased density resulting from the new ADU. Written confirmation that all three services are available onsite shall be submitted to Land Development Services prior to the issuance of any building permit for the ADU. With these conditions of building permit issuance, Staff finds the proposed Text Amendments will satisfy the requirements of Senate Bill 1051 and existing Urban Growth Area Management Agreements between the affected cities and Columbia County.

#### **Continuing with Proposed Amendments to Section 223**

- .7 Siting Requirements/Standards: The proposed ADU must comply with the underlying zone R-10, R-7, RR-5 and/or RR-2 Zones' minimum yard setback requirements for primary dwellings. Height limitations and lot or parcel coverage requirements shall be the same as the underlying zone.

**Discussion and Finding 11:** Since all newly created ADUs will be considered to be lawful permanent residential structures in the residential zone, this new use and related structures should also be required to comply with the minimum siting, height limitations, and lot or parcel coverage zoning provisions for permanent residential structures. Except for the provisions in Section 223.13 allowing the ADU through the Alteration/Change of Occupancy of an existing and legal detached accessory structure, these provisions will enable the creation of a property's second residence without creating new non-complaint

structures. Staff finds these Text Amendments will comply with the applicable and minimum development provisions for authorized single family development in the County's 6 Urban Growth Boundaries as authorized through Senate Bill 1051.

### Continuing with Proposed Amendments to Section 223

#### Continuing with Proposed Amendments to Section 223

- .8 On Site Parking: The ADU shall provide one additional on-site parking space if the primary dwelling has less than three available on-site parking spaces (inclusive of garage and driveway).

**Discussion:** Currently, single- family dwellings require a minimum of two off-street parking spaces for each dwelling according to provisions in Section 1416 of the Zoning Ordinance. Requiring the subject property to have at least three off-street parking spaces (inclusive of garage and driveways) appears to an adequate and reasonable way to accommodate the increase in vehicular traffic generated by a new Accessory Dwelling Unit.

**Finding 12:** Staff finds these Text Amendments are consistent with the purpose of Senate Bill 1051 by increasing the availability of affordable housing opportunities in the county's single family residential zoning districts located within existing UGB Areas.

### Continuing with Proposed Amendments to Section 223

- .9 Location of Entrances: For attached ADU only one entrance to the a residence may be located on the front of the dwelling facing the street, unless the primary dwelling contained additional door entrances before its conversion to an ADU. An exception is entrances that do not have access from the ground such as entrances from balconies or decks.
- .10 Exterior Design and Appearance: In order to maintain an architectural character similar to the primary dwelling, for an ADU that is created by an adding floor area to the existing primary dwelling, the ADU shall have siding and roofing materials and exterior paint colors that generally match the exterior colors, siding and roofing materials of the primary dwelling. For a detached ADU the County will require compliance with design and appearance regulations adopted by the City where the UGB is located.

**Discussion and Finding 13:** Since it is likely these specific residentially zoned properties will be annexed in the future, these Text Amendments are similar to these ADU zoning provisions in the affected six Cities of Clatskanie, Columbia City, Rainier, Saint Helens, Scappoose and Vernonia. These specifications that require expansions of existing residences( for the new ADU) to generally match the primary residence's exterior colors, siding and roofing material will also help to minimize potential incompatibility issues at time of future annexation. Although Patrick Wingard,, Columbia County's DLCD Regional Representative, recommended the county forgo applying design standards for ADUs, requiring ADUs to generally match the primary dwelling's exterior colors, siding and roofing materials does not appear to be an unreasonable barrier to development for urbanizable properties. Consequently, the design and appearance of any new detached ADU structure will be required to be accepted by the City prior to county building permit issuance since this property is likely to be annexed in the future. Staff finds these provisions are also consistent with the purposes of Columbia County's existing Urban Growth Area Management Agreements as well as with the increased residential development opportunities that will be available in UGBs with the Board's adoption of TA 18-01.

### Continuing with Proposed Amendments to Section 223

11. Divisions of Property: The division of a property containing an ADU shall comply with the minimum and applicable provisions of Zoning District and Subdivision and Partitioning Ordinance. Establishing a new ADU shall not allow the further division of RR-5 and RR-2 properties provided for in Sections 606 and 627 of the County's Zoning Ordinance.

**Finding 14:** This clarification is necessary to ensure that the construction of any future ADUs does not

exempt the future subdivision of these properties from the minimum applicable provisions of the County's Subdivision and Partitioning and Zoning Ordinances as provided for in Chapter 92 of the Oregon Revised Statutes. Since these UGB properties are already subject to future annexation, they should not be exempt from the minimum size for newly created parcels/lots as provided for in Section 606 and 627 of the Zoning Ordinance.

#### **Continuing with Proposed Amendments to Section 223**

12. Alteration: If an existing authorized detached accessory structure, or portion thereof, is converted into an ADU, it is exempt from the minimum setback standards for primary dwellings. Any floor area that is added to this structure must not increase the setback non-conformity. Proposed expansions are not eligible to be approved with a Variance to the setback standards for single family development.

**Finding 15:** This provision enables the new residential use of any lawfully existing detached structure provided any necessary expansions do not increase the new residential structure's setback non-conformity. All alterations for this structure's Change of Occupancy moreover, shall comply with the minimum applicable provisions of the Oregon Residential Building and Fire Codes provided the expansion does not result in a non-complying setback for residences in the zoning district. Staff finds that this Text Amendment is consistent with the purpose of Senate Bill 1051 and the new authorized residential use of urbanizable residentially zoned properties.

#### **Continuing with Proposed Amendments to Section 223**

13. Existing Non-conforming ADU: An existing, non-conforming second dwelling on a lot or parcel in any residential zone permitting detached single family dwellings may be determined to be a conforming ADU through an adjustment process that includes the following:
  - A. All necessary building permits and occupancy authorization is obtained to assure the dwelling unit and structure are in compliance with applicable fire, life & safety and building codes per the Oregon Residential Specialty Code , and
  - B. The unit complies with the other requirements of this section, such as size, floor area, water, sewerage, entry, and access.

**Discussion and Finding 16:** These Text Amendments will allow for the legalization of any existing unauthorized accessory residences within the affected zoning districts in the UGB Areas. Like the State of Oregon, Columbia County's population continues to expand while the supply of housing has not kept up. Staff finds this Text Amendment will provide a means for property owners to legalize any unauthorized second residences on their residentially zoned properties in a UGB in compliance with the applicable land use, fire, life and safety and building codes identified in the County's Zoning Ordinance as well as in the State of Oregon's Residential Specialty Codes.

#### **COMMENTS:**

The following comments have been received as of October 10, 2018 and are included in Attachment 2.

**City of Scappoose:** Has reviewed the proposed text amendments and have no objection to their approval as submitted.

**County Sanitarian:** Included revisions to TA 18-01 that clarify the Authorization Notice Permit process required for new ADUs. These comments have been incorporated into the Discussion related to Finding 7 of this report.

**Patrick Wingard, DLCD Regional Representative::** Recommended the County revise portions of TA 18-01 related to the general definition of ADUs, Exterior Design and Appearances, and requirement of Owner Occupancy.

**Lonny Welter, County Transportation Planner:** Commented that the County Road Department has

no objections to the approval of ADUs as presented but will require all ADUs to obtain Road Access Permits at time of building permit issuance.

**Rodney Hansen, Columbia County Building Official:** Has no objections to the approval of TA 18-01 provided all necessary building permits and inspections are obtained.

**County resident, Nanette Koss:** Ms. Koss contacted the Project Planner and expressed interest in applying for an ADU on property near Ross Road in St. Helens.

**Agnes and Al Petersen:** The Petersens submitted testimony and written materials at the Planning Commission's hearings including the *December 2017 Columbia County Housing Report* prepared by the Community Action Team. In addition, the Petersens strongly advocate that Columbia County allow ADUs outside of UGBs.

**Linda Zahl:** Resides at 60120 Barrick Lane and submitted a letter on July 11, 2018 to the Planning Commission in support of a minimum 800 square foot size of new ADUs.

### **CONCLUSION AND RECOMMENDATION:**

Staff concludes that the proposed Text Amendments to Sections 100 and 200 are necessary to coordinate the State of Oregon's and Columbia County's review and approval of new ADUs consistent with their respective roles and authorities. Adopting these Text Amendments alone will not resolve Columbia County's undeniable lack of affordable housing opportunities. However, they will help provide county residents with a wider variety of housing options that not only cost less than the traditional single family detached residence but also better reflect their demographics and economic limitations.

Based upon Discussion and related Findings in this Staff Report, Staff and the Planning Commission recommends the Board of Commissioners **APPROVE** TA 18-01 for the legislative amendment to the text of the Columbia County Zoning Ordinance as required by Senate Bill 1051. These Text Amendments will specify reasonable standards that will authorize the establishment of Accessory Dwelling Units on unincorporated properties that are zoned for R-10, R-7, RR-5 and RR-2 uses and located within any of the county's existing six Urban Growth Boundaries. These Amendments are included as **Attachment 1** to this report.

**ATTACHMENTS:**                    **Attachment 1.** Proposed Accessory Dwelling Unit Amendments

**Attachment 2.** Comments received as October 10, 2018

Comments from County Sanitarian, Laurie Oliver - Scappoose Planning Director, Patrick Wingard - DLCD Representative, Lonny Welter- County Transportation Planner, Rodney Hansen- County Building Official, Nanette Koss, and Linda Zahl.

cc:                    County Counsel

**Columbia County**  
**Accessory Dwelling Units(ADU) Requirements**  
**Inside Urban Growth Boundaries**  
**under Oregon Senate Bill 1051 & HB 4034**  
**October 10, 2018**

Proposed Text Amendments to the Columbia County Zoning Ordinance include the following:

**Section 100: GENERAL DEFINITIONS**

*New Definition:*

[...]

100.2 Accessory Dwelling Unit (ADU): A self-contained interior, attached or detached residential structure that is used in connection with, or accessory to, a single family dwelling. ADUs shall be allowed in conjunction with properties containing single-family dwellings.

*Amendment to Section 222:*

**Article II. General Provisions**

[...] (add highlighted portion)

222. Only one residential subsurface sewage disposal system may be installed on each legal lot or parcel. For an Accessory Dwelling Unit, an Authorization Notice to connect to the primary residential sewage disposal system is required; however, an exception can be allowed if a connection is not physically and legally available.

*New provisions for Accessory Dwelling Units:*

**Section 223: ACCESSORY DWELLING UNITS**

223.1 One accessory dwelling unit is allowed in conjunction with a detached single family dwelling on a lot zoned for single family development within an Urban Growth Boundary (UGB) of a city. UGB areas have the following residential zoning districts: Single-Family Residential (R-10), Single-Family & Two-Family Residential (R-7), and Rural Residential (RR-5 and RR-2).

.2 An ADU shall contain a kitchen, bathroom and a living/sleeping area that is completely independent of the primary dwelling. Recreational vehicles are not allowed as an accessory dwelling unit. Creation of a new Accessory Dwelling Unit may be accomplished through any of the following methods:

A. Attached to the primary dwelling by converting a single family dwelling's existing living area, attic, basement or garage;

- B. Attached to the primary dwelling by adding floor area to the existing single family dwelling;
  - C. Constructing a detached accessory dwelling unit on the developed site including siting of a manufactured dwelling;
  - D. Converting an accessory building, or portion thereof, to an accessory dwelling unit; or,
  - E. Constructing a new house with an internal accessory dwelling unit; and,
  - F. Constructing a new dwelling and converting the existing dwelling to a detached ADU, provided both dwellings meet the minimum zoning requirements.
- .3 **Floor Area** The gross habitable floor area of the ADU shall not exceed 1,200 square feet .
- .4 **Domestic Water:** Documentation shall be submitted to LDS that the ADU can be served by an existing public or community water district or by a private well that has been recorded with the State of Oregon Water Resources Department. LDS shall also require a Will Serve letter from the community/city water purveyor verifying the ADU can utilize the water system.
- .5 **Sewage Disposal:** The County Sanitarian shall approve the proposed method of onsite sewage disposal for the ADU for compliance with the applicable provisions in the Oregon Administrative Rules (OAR) 340-071-0205 for existing septic systems. If the ADU will utilize community sewer, documentation shall be submitted to the County that the affected city will provide sewer service.
- .6 **Access:** The road access to all ADUs shall be reviewed and approved by the County Road Department and/or the affected city for consistency with the applicable provisions of the County Road Standards Ordinance and/or the Urban Growth Area Management Agreements between the affected city and Columbia County.
- .7 **Siting Requirements/Standards:** The proposed ADU must comply with the underlying zone R-10, R-7, RR-5 and/or RR-2 Zones' minimum yard setback requirements for primary dwellings. Height limitations and lot or parcel coverage requirements shall be the same as the underlying zone.
- .8 **On Site Parking:** The ADU shall provide one additional on-site parking space if the primary dwelling has less than three available on-site parking spaces (inclusive of garage and driveway).
9. **Location of Entrances:** For an attached ADU only one entrance to the residence may be located on the front of the dwelling facing the street, unless the primary dwelling contained additional door entrances before its conversion to an ADU. An exception is entrances that do not have access from the ground such as entrances

from balconies or decks.

10. **Exterior Design and Appearance:** ADUs shall maintain consistency with the primary dwelling. For an ADU that is created by an adding floor area to the existing primary dwelling, the ADU shall have the same siding and roofing materials and exterior paint colors as the primary dwelling. For a detached ADU the County will require compliance with clear and objective design and appearance regulations adopted by the City where the UGB is located.
11. **Divisions of Property:** The division of a property containing an ADU shall comply with the minimum and applicable provisions of Zoning District and Subdivision and Partitioning Ordinance. Establishing a new ADU shall not allow the further division of RR-5 and RR-2 properties provided for in Sections 606 and 627 of the County's Zoning Ordinance.
12. **Alteration:** If an existing authorized detached accessory structure, or portion thereof, is converted into an ADU, it is exempt from the minimum setback standards for primary dwellings. Any floor area that is added to this structure must not increase the setback non-conformity. Proposed expansions are not eligible to be approved with a Variance to the setback standards for single family development.
13. **Existing Non-conforming ADU:** An existing, non-conforming second dwelling on a lot or parcel in any residential zone permitted by this section may be determined to be a conforming ADU through an approval process that includes the following:
  - A. All necessary building permits and occupancy authorization is obtained to assure the ADU complies with the applicable fire, life & safety and building codes per the Oregon Residential Specialty Code and
  - B. The ADU complies with other requirements of this section, such as size, floor area, water, sewerage, entry and access.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Appointing a New Administrator  
of the Columbia County Ambulance Service  
Ordinance

ORDER NO. 3-2019

WHEREAS, the Columbia County Ambulance Service Ordinance (Ordinance No. 90-23, as amended) provides that the Board of County Commissioners shall appoint an Administrator for the Ordinance; and

WHEREAS, the primary purpose of the Ordinance is to provide for coordinated ambulance services in the County through the creation and modification of ambulance service areas as well as methods for selecting ambulance service providers for each service area; and

WHEREAS, the Columbia County Public Health Administrator is responsible for administering and enforcing local public health laws that protect public health and safety and has the knowledge and ability to administer the Ordinance;

NOW, THEREFORE THE BOARD OF COUNTY COMMISSIONERS HEREBY ORDERS that the Columbia County Public Health Administrator shall be the Administrator of the Columbia County Ambulance Service Ordinance.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS FOR  
COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Henry Heimuller, Chair

Approved as to form

By: \_\_\_\_\_  
Margaret Magruder, Commissioner

By: \_\_\_\_\_  
Office of County Counsel

By: \_\_\_\_\_  
Alex Tardif, Commissioner



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Adopting Service  
Reductions for Columbia County Rider  
Transportation

ORDER NO. 4-2019

WHEREAS, due to current and projected budget shortfalls, Columbia County Rider Transportation (CC Rider) requires certain reductions in transit service to maintain solvency; and

WHEREAS, the CC Rider Fare and Service Change Policy, adopted by Order No. 2-2012, established procedures to allow for and encourage public participation in any consideration of route, fare and/or service changes for the CC Rider transit system; and

WHEREAS, CC Rider staff, with the support of the Columbia County Citizens Transportation Advisory Committee, initiated a public outreach process in October 2018, through an online survey seeking public input on transit service reductions. The survey was promoted on CC Rider's website, Facebook and Twitter pages as well as through flyers posted in all buses; and

WHEREAS, CC Rider also held public forums on November 14, 2018 and January 15, 2019, to solicit further public input; and

WHEREAS, based on CC Rider staff's analysis of ridership, financial data, and system efficiencies and input from the public, staff recommends service reductions, as described in the staff report and recommendation, attached hereto as Exhibit A; and

WHEREAS, in addition to attending the CC Rider public forum on January 15, 2019, the Board of County Commissioners (the "Board"), following proper notice, held a public hearing on January 30, 2019; and

WHEREAS, after receiving testimony and evidence, the Board closed the hearing, deliberated, and voted unanimously to adopt staff's recommended service reductions;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS HEREBY ORDERS, as follows:

1. The following changes in CC Rider transit service are hereby adopted and unless otherwise noted below, shall become effective on February 3, 2019:
  - a. Combine the Line 1 and 7 and reduce the number of trips to Portland from fourteen (14) to eight (8) per day.

- b. Beginning April 1, 2019, reduce the number of trips on the Line 2 from six (6) to four (4) per day.
  - c. Reduce the number of trips on the Line 3 from seven (7) to five (5) per day.
  - d. Eliminate the Line 4.
  - e. Reduce the number of trips on the Line 5 from three (3) to two (2), and reduce the total stops in Longview/Kelso to three (3) per trip.
  - f. Move the Line 6 from fixed route to demand response Monday, Wednesday, and Friday.
  - g. Eliminate all Weekend Service.
2. In support of its decision, the Board adopts as findings the above recitals and the staff report, attached hereto as Exhibit A and incorporated herein by this reference.

DATED this 30<sup>th</sup> day of January, 2019.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Henry Heimuller, Chair

By: \_\_\_\_\_  
Margaret Magruder, Commissioner

By: \_\_\_\_\_  
Alex Tardif, Commissioner

Approved as to form

By: \_\_\_\_\_  
Office of County Counsel



DATE: January 22, 2019

FROM: Todd Wood, Transit Administrator

TO: Board of County Commissioners

RE: Service Modification

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Over the past several years, transit has seen the cost of operation increase due to normal inflation as well as an increase in services provided. Transit has no local funding and must rely solely on fares, grants, and contracts for revenue. Revenue has been stable to slightly lower over the past several years due to a decrease in grant allocations. Additionally, MTR Western has recently ended their contract with the County and a new contractor is being sought. Based on industry analysis we expect the costs of the new contract to increase operational expenditures by an additional 62.5%.

Last year transit borrowed \$400k in order to close the revenue gap needed for operations. With no changes to the transit system staff anticipates a \$650k shortfall at the end of fiscal year 2019 with an ongoing potential shortfall annually of \$500k.

Staff has analyzed ridership data, grant data, and expense data for the fiscal years 2014 – 2019. The analysis included cost per ride, number of riders per trip, average ridership per year, amount of grant monies allocated to each type of service, current revenue, expected future revenue, vehicle age and maintenance costs, contracted services costs and the potential effects of the service modifications on revenue.

In October, a survey was sent to all riders both on the system and via online systems to begin solicitation of public input. Flyers and documents have been distributed both online and on each bus. The feedback has been collected and included as part of the overall analysis. Public forums were held on November 14, 2018 and January 15, 2019 to discuss the changes to the service. After analysis of the data, consideration of public feedback, and in order to bring the system to a more sustainable level Staff is recommending the following changes be made:

- Combine the line 1 and 7 and reduce the number of trips to Portland from 14 to 8 per day.



- Beginning April 1, 2019 reduce the number of trips on the line 2 from 6 to 4 per day.
- Reduce the number of trips on the line 3 from 7 to 5 per day.
- Eliminate the line 4. Sunset Empire will serve this area for the time being.
- Reduce the number of trips on the line 5 from 3 to 2, and reduce the total stops in Longview/Kelso to 3 per trip.
- Move the line 6 from fixed route to demand response Monday, Wednesday, and Friday.
- Eliminate all Weekend Service.

With these changes, transit anticipates a reduction in the operational deficit for fiscal year 2019 of nearly \$150k and over \$250k in 2020. This modification along with future system re-alignment should allow the transit system to payback the county loans and begin to work towards sustainability. However, without local funding long term sustainability is questionable.



DATE: January 24, 2019

FROM: Todd Wood, Transit Administrator

TO: Board of County Commissioners

RE: 5311f Grant Application and STIF discretionary for GPS/Tracking software

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Transit staff has prepared the attached application drafts for an attempt to receive grant funding utilizing the 5311f (intercity fund) to fund Line 5 Kelso Longview and STIF discretionary to seek funding for GPS/Tracking software.

Line 5 Kelso/Longview is currently funded by the 5311f fund and provides two trips per day to Kelso/Longview as well as connecting with Sunset Empire. This fund expires June 30, 2019. The application includes monies to operate the line 5 service as well as expand by an additional two trips per day. The decision to expand was voted on by the transit advisory board who felt the expanded service would better serve the needs of North County. The cost of the service will be \$336,924 with a match required of \$146,975. The match component for the expanded service would be sought from State Transportation improvement Funds (STIF).

Staff recommends considering applying for renewal of the current trips ONLY because the match will draw money from STIF that can be used in other areas. However, expanded service would help riders in the Rainier / Longview Kelso Area. Please note that this application does not guarantee funding.

Additionally, staff is requesting permission to apply for STIF/STN discretionary funding to obtain and install GPS units in all busses and purchase swiftly tracking software. Currently all GPS and tracking is done via Zonar and owned by MTR Western. Zonar does not have a customer facing system. This project aims to retro fit the existing busses that lack GPS with GPS system and then looks to adopt SWIFTLY software for tracking and online service.



Swiftly is currently in use by Sunset Empire, Tillamook and Lincoln County. If Columbia County Rider adopts swiftly we will be able to integrate with the other three systems and improve our coordination and tracking. Additionally swiftly interfaces with many mobile apps and will customers the ability to see where our buses are and when they will arrive. For staff Swiftly will give more tools for planning and tracking purposes. The cost includes monthly fees required by the systems and are estimates at roughly \$32,500 total for two years.

## COLUMBIA COUNTY PROJECT REQUEST FORM

**Department:** Transit

**Submitted by:** Todd M. Wood

**Date:** 1/24/2019

**Director Signature** \_\_\_\_\_

**Type of Project:**  
☐ **Capital Project \***  
☒ **Non-Capital Project**

**Project Duration:**  
**START:** 7/1/2019 **END:** 6/30/2021

**Note: If the project includes new personnel, attach a completed Personnel Request Form.**

**Project Name:** 5311f Grant request for continued and expanded operation of Line 5

**General Description of Project:** (Use Additional Sheets As Necessary)

Line 5 Kelso/Longview is currently funded by the 5311f fund and provides two trips per day to Kelso/Longview as well as connecting with Sunset Empire. This fund expires June 30, 2019. This project includes a request for monies to operate the line 5 service as well as expand by an additional two trips per day. The decision to expand was voted on by the transit advisory board who felt the expanded service would better serve the needs of North County. The cost of the service will be \$336,924 with a match required of \$146,975. The match component for the expanded service would be sought from State Transportation improvement Funds (STIF).

**Need/Justification for Project:** (Use Additional Sheets As Necessary)

Without this grant funding the line 5 will need to be fully funded from other sources. This will cause a further drop in available resources, an increase to the current deficit and require consideration for discontinuation of line 5.

**Relationship to Adopted Budget, Plans or Policy:** (Use Additional Sheets As Necessary)

This project is currently a part of the 2019 budget and is planned for the 2020 budget. Additionally this service is accordance with counties adopted Human Services plan and transportation system plan.

**PROJECT COSTS:**

|                                |                     |
|--------------------------------|---------------------|
| 1. Planning/Design/Engineering | <u>\$0.00</u>       |
| 2. Legal\Grant Administration  | <u>\$336,924.00</u> |
| 3. Property Acquisition        | <u>\$0.00</u>       |
| 4. Construction                | <u>\$0.00</u>       |
| 5. Equipment/Furniture         | <u>\$0.00</u>       |
| <b>TOTAL</b>                   | <u>\$0.00</u>       |

**OPERATION/MAINTENANCE(OM) IMPACT**

|                    |                         |
|--------------------|-------------------------|
| Personnel          | _____                   |
| Contractual        | <u>\$281,956.00</u>     |
| Materials/Supplies | _____                   |
| Equipment          | <u>\$54,968.00</u>      |
| Utilities          | _____                   |
| OM Savings         | - ( <u>          </u> ) |
| <b>TOTAL</b>       | <u>\$336,924.00</u>     |

**EXPENDITURE**

**USE OF FUNDS**

**SOURCE OF FUNDS**

**SCHEDULE:**

(Reference Cost Item #)

County

Grant

Other

|       |               |           | Fund | \$   | Grantor | \$        | Source | \$        |
|-------|---------------|-----------|------|------|---------|-----------|--------|-----------|
| FY 20 | \$ 168,462.00 | 2         | 216  | 0.00 | FTA     | 95,224.50 | STIF   | 73,237.50 |
| FY 21 | \$ 168,462.00 | 2         | 216  | 0.00 | FTA     | 95,224.50 | STIF   | 73,237.50 |
| FY    | \$            |           |      |      |         |           |        |           |
| FY    | \$            | 1 Year OM |      |      |         |           |        |           |

**ADMINISTRATIVE REVIEW:**

**Finance Review:**

Date: \_\_\_\_\_ Finance Director Signature \_\_\_\_\_ Comments (Page 2)

**Legal Review:**

Date: \_\_\_\_\_ County Counsel Signature \_\_\_\_\_ Comments (Page 2)

**HR Review**

Date: \_\_\_\_\_ HR Director Signature \_\_\_\_\_ Comments (Page 2)

**IT Review**

Date: \_\_\_\_\_ IT Director Signature \_\_\_\_\_ Comments (Page 2)

**General Services Review:**

Date: \_\_\_\_\_ General Ser. Director Signature \_\_\_\_\_ Comments (Page 2)

## ADMINISTRATIVE COMMENTS

### ***FINANCE REVIEW:***

*Date:* \_\_\_\_\_ *By:*

### ***GENERAL SERVICES REVIEW:***

*Date:* \_\_\_\_\_ *By:*

### ***IT REVIEW:***

*Date:* \_\_\_\_\_ *By:*

### ***HR REVIEW:***

*Date:* \_\_\_\_\_ *By:*

### ***LEGAL REVIEW:***

*Date:* \_\_\_\_\_ *By:*



Oregon Department of Transportation  
Rail and Public Transit  
**STIF Discretionary and Statewide Transit Network**  
2/1/2019 deadline

**Columbia County Rider  
Longview/Kelso Intercity Service**

Jump to: [Application Questions](#) [Budget and Project Tables](#) [Document Upload](#)

**Project Contact**  
**Todd Wood**  
[todd.wood@co.columbia.or.us](mailto:todd.wood@co.columbia.or.us)  
**Tel: 503-366-0159**

**Additional Contacts**  
*none entered*

**Columbia County Rider**

1155 Deer Island Rd  
St Helens, OR 97051

**County Commissioner**  
Henry Heimuller  
[henry.heimuller@co.columbia.or.us](mailto:henry.heimuller@co.columbia.or.us)

Telephone 503-366-0159  
Fax 503-366-4720  
Web <https://www.nworegontransit.org/agencies/columbia-county-rider/>  
EIN 93-6002288

**Application Questions** [top](#)

**Provider Information**

**1. Transit Agency Type**

- ☐ City
- ☒ County
- ☐ Mass Transit District
- ☐ Transportation District
- ☐ Special District
- ☐ Intergovernmental Entity
- ☐ Municipal/Public Corporation or other political subdivision
- ☐ Indian Tribe
- ☐ Non-Profit
- ☐ Private For-Profit

**2. What is the main type of service that will be supported by this grant?**

- ☒ Fixed Route
- ☐ Demand Response
- ☐ Deviated Fixed Route

**Risk Assessment Information**

This risk assessment section contains a subset of the entire risk assessment. The entire risk assessment will be populated with the answers you provide in this section and data already reported to RPTD. Please contact Andrew.S.Keefe@odot.state.or.us for assistance.

**3. Did your agency have any turnover of management or financial staff in the last 2 years?**

- ☒ Yes
- ☐ No

**4. Does your agency have an accounting system that allows you to completely and accurately track the receipt and disbursement of funds related to the award?**

- ☒ Yes
- ☐ No

**5. What type of accounting system does your agency use?**

- ☐ Manual
- ☒ Automated
- ☐ Combined

**6. Does your agency have a system in place that will account for 100% of each employee's time?**

- ☒ Yes
- ☐ No

**7. Did your staff members attend required training and meetings during prior grant awards?**

- ☒ Yes
- ☐ No

**8. Was your agency audited by the Federal government in the past 2 years?**

- ☐ Yes
- ☒ No

**9. If yes, did the audit result in one or more audit findings?**

- ☐ Yes
- ☐ No
- ☒ N/A

**10. Did your agency stay on budget in the past two years?**

- ☐ Yes
- ☒ No

## Applicant Qualifications

### 11. Describe how your agency has legal, managerial and operational capacity to perform and report on project progress within the scope, schedule and budget. (Operational capacity specifically for workload of projects in this application.)

Enter response in text box or upload your response on the Document Upload tab of the application and write "See Upload."

Columbia County rider is governed by the Columbia County Commission which is a three member panel. Columbia County Employees Robin McIntyre as legal counsel to oversee transit operations. The county finance department oversees the finances of the transit division. Columbia County Rider direct staffing include Todd M. Wood who has more than 15 years experience in transit including more than 10 years experience in transit management, John Dreeszen who has more than 30 years accounting and non profit experience including grant compliance, and Angela Garrett who has more than 15 years experience in administrative functions including accounts receivable, payable and cash handling.

The Columbia County Rider staff will manage, and report on the project throughout the cycle with oversight from the County staff.

### 12. Capacity to Maintain Compliance

- ☒ By checking this box, the applicant certifies that if they are awarded funding they are able to meet or will have the capacity to maintain compliance with applicable federal, state and local laws and regulations including, and not limited to, those pertaining to passenger transportation, civil rights, labor, insurance, safety and health.

### 13. Does the applicant plan to use a Sub-Recipient or contractor to implement the grant supported activity?

- ☒ Yes  
☐ No

### 14. If Yes, please list the Sub-Recipient(s) and describe how the applicant will provide sufficient Sub-Recipient/contractor oversight to ensure eligibility is maintained while receiving STIF Discretionary or Statewide Transit Network moneys.

If Yes, enter response in text box or upload response on the Document Upload tab and write "See Upload." If No, write N/A.

Columbia County Rider utilizes a contractor to provide drivers for the service. The current contractor is MTR western. All drivers and MTR western operations manager are located in the same facility as County staff. This allows Columbia County Rider staff to manage, oversee, and correct any issues with the contracted services. The county plans, analyzes and adjusts service on a regular basis with input from the contractor.

For payment the contractor bills the County directly and the County pays the contractor directly. All management of Federal and State monies are handled solely by the County.

## Project Information

Try to answer all questions, even if your project does not fit neatly within a category. No answer means a zero score.

### 15. Describe the project to be funded.

See application instructions for required content. Enter response in text box or upload response as an attachment in the Document Upload tab and write "See Upload."

The residents of Northern Columbia County have limited access to services such as Doctors, Groceries, Shopping etc. Columbia County Rider improves that access by running service that Connects our Downtown Portland Route, as well as all residents of Northern Columbia County with the Longview/Kelso are of Washington State. Additionally this service allows access to Astoria via Sunset empire and allows residents of Clatsop County to access Longview/Kelso via public transit.

This project continues this operation five days a week twice a day and looks to expand the operation to four trips per day. Four trips per day will make it easier for residents to make short trips to the store, or Doctors and gives two more opportunities a day to meet with Amtrak. Additionally, residents of Columbia County will have access to river cities transit opening up more areas for basic needs and recreation.

### 16. What Local Plans include this project and elements of the project?

See guidance for exemptions to this requirement.

Columbia Counties, Coordinated Public Transit - Human Services Transportation Plan Adopted September 6, 2017 Page 33, shows currently existing services, 50-52 discuss needs to expand services to more hours of the day. Pages 61-63 discuss unmet needs and how to improve upon them.

### 17. What is the minimum award amount that will still allow your project to proceed?

Enter an amount in dollars.

168462

### 18. Select the fund source that you think best aligns with your application.

Check all that apply

- ☐ STIF Discretionary  
☐ STIF Intercommunity Discretionary  
☒ FTA Section 5311 (f) Intercity Discretionary

## Equity and Public Transportation Service to Low Income Households

(Score weights: Discretionary = 20%, STN = 10%)

### 19. Describe how the project supports and improves access for vulnerable populations.

Rainier, Clatskanie and the surrounding areas are a great distance Major Metro areas. Longview/Kelso is the closest access for major services. North Columbia County lacks a hospital, train station and many of the basic human services most people need. This service will allow those without personal transportation to continue to access these services and by expanding the service more hours per day more give more opportunities for this much needed access. Additionally the low cost of a ride from Rainier to Longview makes this service more accessible to those on low or fixed incomes who might otherwise be unable to pay for another option.

## Coordination of Public Transportation Services

(Score weights: Discretionary = 10%, STN = 30%)

### 20. Describe how the project is a collaboration of multiple agencies or involves consolidation, coordination, or resource sharing between agencies.

This project supports connections between Sunset Empire giving riders the opportunity to travel to Astoria, it also connects to River Cities Transit, TriMet, and Amtrak. Sunset empire has worked with Columbia County to allow a connection at our Rainier Transit facility to allow transfer of passengers going to and coming from Clatsop County. Additionally River Cities allows Columbia County Rider use of their transit center to allow transfers to and from their system.

## Statewide Transit Network

(Score weights: Discretionary = 10%, STN = 30%)

### 21. Describe how the project supports and improves the utility of the statewide transit network, improves the passenger experience, benefits multiple transit providers, and/or creates a foundation for future statewide transit network improvements.

With multiple travel destination opportunities riders are able to access systems from Portland all the way to the coast and into Washington State. This project continues and expands on that access that for riders and builds upon the total state system.

## Funding and Strategic Investment

(Score weights: Discretionary = 20%, STN = 10%)

### 22. Describe how project match requirements will be met or exceeded. If this project will last beyond the 19-21 biennium, describe the plan for ongoing funding including match.

Describe why investment in this project makes sense both from the perspective of current need and long term Oregon transit needs.

The match from this project will come from STIF dollars. Once the biennium has passed STIF money will help continue to fund the operation of this project. We are anticipating additional dollars from a Washington state MPO and hope to use that to assist in operating expenses.

### 23. Does this project depend on other funding sources including other discretionary grant processes whose outcomes are uncertain?

If yes, identify the fund source and anticipated timing of funding certainty. If no, write N/A.

This process depends on STIF for matching funds. However, if Matching funds fall through from the STIF we will match using local funds.

## Environmental and Public Health

(Score weights: Discretionary = 15%, STN = 10%)

### 24. Describe how the project reduces greenhouse gas emissions, reduces pollution, and/or supports positive health outcomes.

As the population of Columbia County grows projects like this will expand access to services without the need for a personal auto. This will remove cars from the road which will reduce traffic and pollution.

**Safety, Security, and Community Livability**

(Score weights: Discretionary = 25%, STN = 10%)

**25. Describe how the project increases use and participation in active transportation, including public transportation.**

This project continues and expands access to Longview, WA for residents of North Columbia County. With more service access, more stores, and more frequent service residents will have more opportunity to utilize the system to get where they need to be.

**26. Describe how the project supports and improves safety of passengers in transit vehicles and safety of other roadway users.**

Additional bus service will equate to fewer car trips over the Longview/Kelso Bridge. This bridge is already fairly well traveled. With less traffic the risk of accidents is diminished.

**Capital Assets**

Capital assets are items that cost at least \$5,000 and have a useful life of at least 3 years.

**27. Describe proposed capital purchases. Enter asset details in the Budget and Project Tables tab.**

For capital construction projects, additional documentation will be required in the Document Upload tab. See guidance for more information. If no capital assets are included in your application, write N/A.  
N/A

**Budget and Project Tables** [top](#)

**Project Category and Fund Source**

| Project Category                               | Project Cost      | Other Fund Source (Federal) | Other Fund Source (State) | Other Fund Source (Local) | Other Fund Source (Other) | Project Category Totals |
|--|-------------------|-----------------------------|---------------------------|---------------------------|---------------------------|-------------------------|
| Vehicle Purchase - Expansion                   | \$                | \$                          | \$                        | \$                        | \$                        | \$ 0                    |
| Vehicle Purchase - Replacement or Right-Sizing | \$                | \$                          | \$                        | \$                        | \$                        | \$ 0                    |
| Equipment Purchase                             | \$                | \$                          | \$                        | \$                        | \$                        | \$ 0                    |
| Facility Purchase                              | \$                | \$                          | \$                        | \$                        | \$                        | \$ 0                    |
| Signs/Shelters Purchase                        | \$                | \$                          | \$                        | \$                        | \$                        | \$ 0                    |
| Planning                                       | \$                | \$                          | \$                        | \$                        | \$                        | \$ 0                    |
| Project Administration                         | \$                | \$                          | \$                        | \$                        | \$                        | \$ 0                    |
| Operating                                      | \$ 281,956        | \$                          | \$                        | \$                        | \$                        | \$ 281,956              |
| Preventive Maintenance                         | \$ 54,968         | \$                          | \$                        | \$                        | \$                        | \$ 54,968               |
| Mobility Management                            | \$                | \$                          | \$                        | \$                        | \$                        | \$ 0                    |
| <b>Total</b>                                   | <b>\$ 336,924</b> | <b>\$ 0</b>                 | <b>\$ 0</b>               | <b>\$ 0</b>               | <b>\$ 0</b>               | <b>\$336,924</b>        |

**Project Totals and Match Rate**

| Fund Source   | Total Project Amount (Grant Amount + Match Amount) | Match Rate | Grant Amount | Match Amount | Match Sources | Overmatch Amount (If Any) | Match Funding is available if project is awarded? | Date match available     | % of Funds used for Demand Response Transportation | % of Funds used for Fixed Route Transportation |
|---|--|------------|--------------|--------------|---------------|---------------------------|---|--------------------------|--|--|
| STIF Discretionary - All Project Categories (20% Match)   | \$   | %          | \$ 0         | \$ 0         | Text          | \$                        | Yes/No  | xx/xx/xxxx               | %  | 100 %  |
| STIF Discretionary - All Project Categories, Qualified Projects (10% Match)   | \$   | %          | \$ 0         | \$ 0         | Text          | \$                        | Yes/No  | xx/xx/xxxx               | %  | 100 %  |
| STIF Intercommunity Discretionary - All Project Categories (20% Match)  | \$   | %          | \$ 0         | \$ 0         | Text          | \$                        | Yes/No  | xx/xx/xxxx               | %  | 100 %  |
| STIF Intercommunity Discretionary - All Project Categories, Qualified Projects (10% Match)                              | \$   | %          | \$ 0         | \$ 0         | Text          | \$                        | Yes/No  | xx/xx/xxxx               | %  | 100 %  |
| 5311 (f) Intercity - Operating (50% Match)  | \$ 281,956   | 50 %       | \$ 140,978   | \$ 140,978   | STIF Text     | \$                        | Yes Yes/No  | 07/01/2020<br>xx/xx/xxxx | 0 %  | 100 %  |
| 5311 (f) Intercity - Capital, Planning, Project Administration, Preventive Maintenance, Mobility Management (20% Match) | \$ 54,968  | 10 %       | \$ 49,471    | \$ 5,497     | STIF Text     | \$                        | Yes Yes/No  | 07/01/2020<br>xx/xx/xxxx | 0 %  | 100 %  |

**Vehicle Purchase**

| Vehicle Purchase   | Vehicle Purchase Type | VIN of vehicle being replaced    | Make | Model | Vehicle Category    | Quantity | Unit Cost | Total Cost | Seats | ADA Stations | Seats w/ADA Stations Deployed | Fuel Type          | Estimated Order Date | Estimated Delivery Date | Mileage                                | Date of Reading                        | Seller                                 | Vehicle Condition                      |
|--------------------|-----------------------|----------------------------------|------|-------|---------------------|----------|-----------|------------|-------|--------------|-------------------------------|--------------------|----------------------|-------------------------|--|--|--|--|
| Vehicle Purchase 1 | Expansion/Replacement | Only answer if replacing vehicle | Text | Text  | Select Letter (A-E) | #        | \$        | \$ 0       | #     | #            | #                             | G/D/BD/E/HG/CNG/OF | xx/xx/xxxx           | xx/xx/xxxx              | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle |
| Vehicle Purchase 2 | Expansion/Replacement | Only answer if replacing vehicle | Text | Text  | Select Letter (A-E) | #        | \$        | \$ 0       | #     | #            | #                             | G/D/BD/E/HG/CNG/OF | xx/xx/xxxx           | xx/xx/xxxx              | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle |
| Vehicle Purchase 3 | Expansion/Replacement | Only answer if replacing vehicle | Text | Text  | Select Letter (A-E) | #        | \$        | \$ 0       | #     | #            | #                             | G/D/BD/E/HG/CNG/OF | xx/xx/xxxx           | xx/xx/xxxx              | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle |
| Vehicle Purchase 4 | Expansion/Replacement | Only answer if replacing vehicle | Text | Text  | Select Letter (A-E) | #        | \$        | \$ 0       | #     | #            | #                             | G/D/BD/E/HG/CNG/OF | xx/xx/xxxx           | xx/xx/xxxx              | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle |
| Vehicle Purchase 5 | Expansion/Replacement | Only answer if replacing vehicle | Text | Text  | Select Letter (A-E) | #        | \$        | \$ 0       | #     | #            | #                             | G/D/BD/E/HG/CNG/OF | xx/xx/xxxx           | xx/xx/xxxx              | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle |
| Vehicle            | Expansion/Replacement | Only                             | Text | Text  | Select              | #        | \$        | \$ 0       | #     | #            | #                             | G/D/BD/E/HG/CNG/OF | xx/xx/xxxx           | xx/xx/xxxx              | Only                                   | Only                                   | Only                                   | Only                                   |

|                     |                       |                                  |      |      |                     |   |    |      |   |   |   |                    |            |                                   |  |  |  |
|---------------------|-----------------------|----------------------------------|------|------|---------------------|---|----|------|---|---|---|--------------------|------------|-----------------------------------|--|--|--|
| Purchase 6          |                       | answer if replacing vehicle      |      |      | Letter (A-E)        |   |    |      |   |   |   |                    |            | answer if purchasing used vehicle | answer if purchasing used vehicle      | answer if purchasing used vehicle      | answer if purchasing used vehicle      |
| Vehicle Purchase 7  | Expansion/Replacement | Only answer if replacing vehicle | Text | Text | Select Letter (A-E) | # | \$ | \$ 0 | # | # | # | G/D/BD/E/HG/CNG/OF | xx/xx/xxxx | xx/xx/xxxx                        | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle |
| Vehicle Purchase 8  | Expansion/Replacement | Only answer if replacing vehicle | Text | Text | Select Letter (A-E) | # | \$ | \$ 0 | # | # | # | G/D/BD/E/HG/CNG/OF | xx/xx/xxxx | xx/xx/xxxx                        | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle |
| Vehicle Purchase 9  | Expansion/Replacement | Only answer if replacing vehicle | Text | Text | Select Letter (A-E) | # | \$ | \$ 0 | # | # | # | G/D/BD/E/HG/CNG/OF | xx/xx/xxxx | xx/xx/xxxx                        | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle |
| Vehicle Purchase 10 | Expansion/Replacement | Only answer if replacing vehicle | Text | Text | Select Letter (A-E) | # | \$ | \$ 0 | # | # | # | G/D/BD/E/HG/CNG/OF | xx/xx/xxxx | xx/xx/xxxx                        | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle |

Vehicle Replacement Information

| Vehicles to Be Replaced | Year | Make | Model | Vehicle Category    | VIN       | Seats | ADA Stations | Seats with ADA Stations Deployed | Fuel Type          | Vehicle Mileage | Disposal Type       | Vehicle Condition           | Vehicle Maintenance History                            |
|-------------------------|------|------|-------|---------------------|-----------|-------|--------------|----------------------------------|--------------------|-----------------|---------------------|-----------------------------|--|
| Vehicle Replaced 1      | xxxx | Text | Text  | Select Letter (A-E) | 17 digits | #     | #            | #                                | G/D/BD/E/HG/CNG/OF | #               | Sale/Donate/Salvage | Good/Adequate/Marginal/Poor | Also include Right-sizing justification if applicable. |
| Vehicle Replaced 2      | xxxx | Text | Text  | Select Letter (A-E) | 17 digits | #     | #            | #                                | G/D/BD/E/HG/CNG/OF | #               | Sale/Donate/Salvage | Good/Adequate/Marginal/Poor | Also include Right-sizing justification if applicable. |
| Vehicle Replaced 3      | xxxx | Text | Text  | Select Letter (A-E) | 17 digits | #     | #            | #                                | G/D/BD/E/HG/CNG/OF | #               | Sale/Donate/Salvage | Good/Adequate/Marginal/Poor | Also include Right-sizing justification if applicable. |
| Vehicle Replaced 4      | xxxx | Text | Text  | Select Letter (A-E) | 17 digits | #     | #            | #                                | G/D/BD/E/HG/CNG/OF | #               | Sale/Donate/Salvage | Good/Adequate/Marginal/Poor | Also include Right-sizing justification if applicable. |
| Vehicle Replaced 5      | xxxx | Text | Text  | Select Letter (A-E) | 17 digits | #     | #            | #                                | G/D/BD/E/HG/CNG/OF | #               | Sale/Donate/Salvage | Good/Adequate/Marginal/Poor | Also include Right-sizing justification if applicable. |
| Vehicle Replaced 6      | xxxx | Text | Text  | Select Letter (A-E) | 17 digits | #     | #            | #                                | G/D/BD/E/HG/CNG/OF | #               | Sale/Donate/Salvage | Good/Adequate/Marginal/Poor | Also include Right-sizing justification if applicable. |
| Vehicle Replaced 7      | xxxx | Text | Text  | Select Letter (A-E) | 17 digits | #     | #            | #                                | G/D/BD/E/HG/CNG/OF | #               | Sale/Donate/Salvage | Good/Adequate/Marginal/Poor | Also include Right-sizing justification if applicable. |
| Vehicle Replaced 8      | xxxx | Text | Text  | Select Letter (A-E) | 17 digits | #     | #            | #                                | G/D/BD/E/HG/CNG/OF | #               | Sale/Donate/Salvage | Good/Adequate/Marginal/Poor | Also include Right-sizing justification if applicable. |
| Vehicle Replaced 9      | xxxx | Text | Text  | Select Letter (A-E) | 17 digits | #     | #            | #                                | G/D/BD/E/HG/CNG/OF | #               | Sale/Donate/Salvage | Good/Adequate/Marginal/Poor | Also include Right-sizing justification if applicable. |
| Vehicle Replaced 10     | xxxx | Text | Text  | Select Letter (A-E) | 17 digits | #     | #            | #                                | G/D/BD/E/HG/CNG/OF | #               | Sale/Donate/Salvage | Good/Adequate/Marginal/Poor | Also include Right-sizing justification if applicable. |

Equipment, Bus Stop Amenities, and Other Assets

| Equipment, Signs, Shelters, Facilities, Land | Item Description | Model Number | Quantity | Estimated Unit Cost | Total Cost | Expected Order Date | Expected Delivery Date | Item Location | Lot Size | Square Footage | If breaking ground, have you filled out DCE? |
|--|------------------|--------------|----------|---------------------|------------|---------------------|------------------------|---------------|----------|----------------|--|
| Row 1  | Text             |              | #        | \$                  | \$ 0       | xx/xx/xxxx          | xx/xx/xxxx             |               |          |                | e If Applicable                              |
| Row 2  | Text             |              | #        | \$                  | \$ 0       | xx/xx/xxxx          | xx/xx/xxxx             |               |          |                | e If Applicable                              |
| Row 3  | Text             |              | #        | \$                  | \$ 0       | xx/xx/xxxx          | xx/xx/xxxx             |               |          |                | e If Applicable                              |
| Row 4  | Text             |              | #        | \$                  | \$ 0       | xx/xx/xxxx          | xx/xx/xxxx             |               |          |                | e If Applicable                              |
| Row 5  | Text             |              | #        | \$                  | \$ 0       | xx/xx/xxxx          | xx/xx/xxxx             |               |          |                | e If Applicable                              |
| Row 6  | Text             |              | #        | \$                  | \$ 0       | xx/xx/xxxx          | xx/xx/xxxx             |               |          |                | e If Applicable                              |
| Row 7  | Text             |              | #        | \$                  | \$ 0       | xx/xx/xxxx          | xx/xx/xxxx             |               |          |                | e If Applicable                              |
| Row 8  | Text             |              | #        | \$                  | \$ 0       | xx/xx/xxxx          | xx/xx/xxxx             |               |          |                | e If Applicable                              |
| Row 9  | Text             |              | #        | \$                  | \$ 0       | xx/xx/xxxx          | xx/xx/xxxx             |               |          |                | e If Applicable                              |
| Row 10                                       | Text             |              | #        | \$                  | \$ 0       | xx/xx/xxxx          | xx/xx/xxxx             |               |          |                | e If Applicable                              |

Document Upload [top](#)

| Documents Requested * | Required? | Attached Documents *             |
|-----------------------|-----------|----------------------------------|
| Document 1            |           | <a href="#">Coordinated Plan</a> |
| Document 2            |           |                                  |
| Document 3            |           |                                  |
| Document 4            |           |                                  |
| Document 5            |           |                                  |
| Document 6            |           |                                  |
| Document 7            |           |                                  |
| Document 8            |           |                                  |
| Document 9            |           |                                  |
| Document 10           |           |                                  |

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Application ID: 134392

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## COLUMBIA COUNTY PROJECT REQUEST FORM

**Department:** \_\_\_\_\_

**Submitted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Director Signature** \_\_\_\_\_

**Type of Project:**  
**Capital Project \***  
**Non-Capital Project**

**Project Duration:**  
**START:** \_\_\_\_\_ **END:** \_\_\_\_\_

**Note: If the project includes new personnel, attach a completed Personnel Request Form.**

**Project Name:** \_\_\_\_\_

**General Description of Project:** (Use Additional Sheets As Necessary)

**Need/Justification for Project:** (Use Additional Sheets As Necessary)

**Relationship to Adopted Budget, Plans or Policy:** (Use Additional Sheets As Necessary)

**PROJECT COSTS:**

1. Planning/Design/Engineering \_\_\_\_\_
2. Legal\Grant Administration \_\_\_\_\_
3. Property Acquisition \_\_\_\_\_
4. Construction \_\_\_\_\_
5. Equipment/Furniture \_\_\_\_\_
- TOTAL** \_\_\_\_\_

**OPERATION/MAINTENANCE(OM) IMPACT**

Personnel \_\_\_\_\_

Contractual \_\_\_\_\_

Materials/Supplies \_\_\_\_\_

Equipment \_\_\_\_\_

Utilities \_\_\_\_\_

OM Savings - ( \_\_\_\_\_ )

**TOTAL** \_\_\_\_\_

| <b>EXPENDITURE<br/>SCHEDULE:</b> | <b>USE OF FUNDS<br/>(Reference Cost Item #)</b> | <b>SOURCE OF FUNDS</b> |           |                |           |               |           |
|----------------------------------|---|------------------------|-----------|----------------|-----------|---------------|-----------|
|                                  |   | <b>County</b>          |           | <b>Grant</b>   |           | <b>Other</b>  |           |
|                                  |   | <b>Fund</b>            | <b>\$</b> | <b>Grantor</b> | <b>\$</b> | <b>Source</b> | <b>\$</b> |
| FY_____ \$ _____                 | _____   | _____                  | _____     | _____          | _____     | _____         | _____     |
| FY_____ \$ _____                 | _____   | _____                  | _____     | _____          | _____     | _____         | _____     |
| FY_____ \$ _____                 | _____   | _____                  | _____     | _____          | _____     | _____         | _____     |
| FY_____ \$ _____                 | 1 Year OM                                       | _____                  | _____     | _____          | _____     | _____         | _____     |

**ADMINISTRATIVE REVIEW:**

**Finance Review:**

Date: \_\_\_\_\_ Finance Director Signature \_\_\_\_\_ Comments (Page 2)

**Legal Review:**

Date: \_\_\_\_\_ County Counsel Signature \_\_\_\_\_ Comments (Page 2)

**HR Review**

Date: \_\_\_\_\_ HR Director Signature \_\_\_\_\_ Comments (Page 2)

**IT Review**

Date: \_\_\_\_\_ IT Director Signature \_\_\_\_\_ Comments (Page 2)

**General Services Review:**

Date: \_\_\_\_\_ General Ser. Director Signature \_\_\_\_\_ Comments (Page 2)

## **ADMINISTRATIVE COMMENTS**

### ***FINANCE REVIEW:***

*Date:* \_\_\_\_\_ *By:*

### ***GENERAL SERVICES REVIEW:***

*Date:* \_\_\_\_\_ *By:*

### ***IT REVIEW:***

*Date:* \_\_\_\_\_ *By:*

### ***HR REVIEW:***

*Date:* \_\_\_\_\_ *By:*

### ***LEGAL REVIEW:***

*Date:* \_\_\_\_\_ *By:*

Oregon Department of Transportation  
Rail and Public Transit  
**STIF Discretionary and Statewide Transit Network**  
2/1/2019 deadline

## Columbia County Rider GPS / Online Tracker System

Jump to: [Application Questions](#) [Budget and Project Tables](#) [Document Upload](#)

**Project Contact**  
**Todd Wood**  
[todd.wood@co.columbia.or.us](mailto:todd.wood@co.columbia.or.us)  
**Tel: 503-366-0159**

**Additional Contacts**  
*none entered*

### Columbia County Rider

1155 Deer Island Rd  
St Helens, OR 97051

**County Commissioner**  
Henry Heimuller  
[henry.heimuller@co.columbia.or.us](mailto:henry.heimuller@co.columbia.or.us)

Telephone 503-366-0159  
Fax 503-366-4720  
Web <https://www.nworegontransit.org/agencies/columbia-county-rider/>  
EIN 93-6002288

### Application Questions [top](#)

#### Provider Information

##### 1. Transit Agency Type

- ☐ City
- ☒ County
- ☐ Mass Transit District
- ☐ Transportation District
- ☐ Special District
- ☐ Intergovernmental Entity
- ☐ Municipal/Public Corporation or other political subdivision
- ☐ Indian Tribe
- ☐ Non-Profit
- ☐ Private For-Profit

##### 2. What is the main type of service that will be supported by this grant?

- ☒ Fixed Route
- ☐ Demand Response
- ☐ Deviated Fixed Route

#### Risk Assessment Information

This risk assessment section contains a subset of the entire risk assessment. The entire risk assessment will be populated with the answers you provide in this section and data already reported to RPTD. Please contact Andrew.S.Keefe@odot.state.or.us for assistance.

##### 3. Did your agency have any turnover of management or financial staff in the last 2 years?

- ☒ Yes
- ☐ No

##### 4. Does your agency have an accounting system that allows you to completely and accurately track the receipt and disbursement of funds related to the award?

- ☒ Yes
- ☐ No

##### 5. What type of accounting system does your agency use?

- ☐ Manual
- ☒ Automated
- ☐ Combined

##### 6. Does your agency have a system in place that will account for 100% of each employee's time?

- ☒ Yes
- ☐ No

##### 7. Did your staff members attend required training and meetings during prior grant awards?

- ☒ Yes
- ☐ No

##### 8. Was your agency audited by the Federal government in the past 2 years?

- ☐ Yes
- ☒ No

##### 9. If yes, did the audit result in one or more audit findings?

- ☐ Yes
- ☐ No
- ☒ N/A

##### 10. Did your agency stay on budget in the past two years?

- ☐ Yes
- ☒ No

## Applicant Qualifications

### 11. Describe how your agency has legal, managerial and operational capacity to perform and report on project progress within the scope, schedule and budget. (Operational capacity specifically for workload of projects in this application.)

Enter response in text box or upload your response on the Document Upload tab of the application and write "See Upload."

Columbia County rider is governed by the Columbia County Commission which is a three member panel. Columbia County Employees Robin McIntyre as legal counsel to oversee transit operations. The county finance department oversees the finances of the transit division. Columbia County Rider direct staffing include Todd M. Wood who has more than 15 years experience in transit including more than 10 years experience in transit management, John Dreeszen who has more than 30 years accounting and non profit experience including grant compliance, and Angela Garrett who has more than 15 years experience in administrative functions including accounts receivable, payable and cash handling.

The Columbia County Rider staff will manage, and report on the project throughout the cycle with oversight from the County staff.

### 12. Capacity to Maintain Compliance

- ☒ By checking this box, the applicant certifies that if they are awarded funding they are able to meet or will have the capacity to maintain compliance with applicable federal, state and local laws and regulations including, and not limited to, those pertaining to passenger transportation, civil rights, labor, insurance, safety and health.

### 13. Does the applicant plan to use a Sub-Recipient or contractor to implement the grant supported activity?

- ☐ Yes  
☒ No

### 14. If Yes, please list the Sub-Recipient(s) and describe how the applicant will provide sufficient Sub-Recipient/contractor oversight to ensure eligibility is maintained while receiving STIF Discretionary or Statewide Transit Network moneys.

If Yes, enter response in text box or upload response on the Document Upload tab and write "See Upload." If No, write N/A.

-no answer-

## Project Information

Try to answer all questions, even if your project does not fit neatly within a category. No answer means a zero score.

### 15. Describe the project to be funded.

See application instructions for required content. Enter response in text box or upload response as an attachment in the Document Upload tab and write "See Upload."

Currently Columbia Counties Contractor MTR Western provides GPS and tracking for our busses. Columbia County would like to bring GPS and tracking activities in house. This software will allow integration with online system that will give members of the public access to see where our buses are and when they will arrive. It will also integrate with our partners in Clatsop, Tillamook and Lincoln Counties allowing them to also track and see where our service is. This will increase connections and coordination.

Additionally this service will allow the County to track, monitor and adjust service by receiving significantly better run time, route and stop data.

### 16. What Local Plans include this project and elements of the project?

See guidance for exemptions to this requirement.

Columbia Counties, Coordinated Public Transit - Human Services Transportation Plan Adopted September 6, 2017 Page 58 discusses utilizing technology for service efficiencies, mobile access and better customer information.

### 17. What is the minimum award amount that will still allow your project to proceed?

Enter an amount in dollars.

-no answer-

### 18. Select the fund source that you think best aligns with your application.

Check all that apply

- ☐ STIF Discretionary  
☐ STIF Intercommunity Discretionary  
☐ FTA Section 5311 (f) Intercity Discretionary

## Equity and Public Transportation Service to Low Income Households

(Score weights: Discretionary = 20%, STN = 10%)

### 19. Describe how the project supports and improves access for vulnerable populations.

This project will allow access to online and mobile options for bus services. This gives people the opportunity to check when buses will arrive and leave giving more options and keeping folks from having to wait outside. Additionally Dial-a-ride customers who have access to a computer or mobile device will be able to tell when their bus is arriving.

## Coordination of Public Transportation Services

(Score weights: Discretionary = 10%, STN = 30%)

### 20. Describe how the project is a collaboration of multiple agencies or involves consolidation, coordination, or resource sharing between agencies.

The software and GPS will allow integration between Sunset Empire, Tillamook Transit, and Lincoln County Transit. All four systems will be able to work together on one system. This will allow better coordination of services between these agencies. Additionally PCC, TriMet, River Cities and other agencies will be able to access the same interface as riders to determine when our buses are reaching destinations to allow improved coordination between systems.

## Statewide Transit Network

(Score weights: Discretionary = 10%, STN = 30%)

### 21. Describe how the project supports and improves the utility of the statewide transit network, improves the passenger experience, benefits multiple transit providers, and/or creates a foundation for future statewide transit network improvements.

With this service in place an individual will access to real time data for our buses and service. With this information in hand a person can easily schedule rides and determine when the next available bus will be arriving. Ideally, a rider can board anywhere along the coast and using one app be easily able to map their ride all the way to Portland.

## Funding and Strategic Investment

(Score weights: Discretionary = 20%, STN = 10%)

### 22. Describe how project match requirements will be met or exceeded. If this project will last beyond the 19-21 biennium, describe the plan for ongoing funding including match.

Describe why investment in this project makes sense both from the perspective of current need and long term Oregon transit needs.

The match and ongoing maintenance will be met with Local funds from Columbia County. Once the project is in place long term funding for the continued operation of this project will come from local funds and local contracts that contribute to the operation of Columbia County Rider.

### 23. Does this project depend on other funding sources including other discretionary grant processes whose outcomes are uncertain?

If yes, identify the fund source and anticipated timing of funding certainty. If no, write N/A.

N/A

## Environmental and Public Health

(Score weights: Discretionary = 15%, STN = 10%)

### 24. Describe how the project reduces greenhouse gas emissions, reduces pollution, and/or supports positive health outcomes.

With increased availability of real-time data people will be more likely to utilize public transit. More public transit use reduces the number of vehicles on the road and will ultimately reduce population, and greenhouse gas emissions.

Additionally real time GPS data allows transit systems to better utilize their assets reducing wasted energy by increasing route efficiencies.

## Safety, Security, and Community Livability

(Score weights: Discretionary = 25%, STN = 10%)



**25. Describe how the project increases use and participation in active transportation, including public transportation.**

More data online from more systems will increase participation in public transportation. Our system is one of the only systems in our direct area that does not have online public access to real-time data. By adding real-time data more riders will be inclined to utilize the system. Additionally our staff will be able to better analyse run-time data in order to make the system more efficient which in turn will promote ridership.

**26. Describe how the project supports and improves safety of passengers in transit vehicles and safety of other roadway users.**

GPS tracking will allow much faster access for law enforcement to access a vehicle if needed. It also allows our dispatchers to make better decisions about bus routing when serious safety issues cause problems on the roadway (i.e. fires).

**Capital Assets**

Capital assets are items that cost at least \$5,000 and have a useful life of at least 3 years.

**27. Describe proposed capital purchases. Enter asset details in the Budget and Project Tables tab.**

For capital construction projects, additional documentation will be required in the Document Upload tab. See guidance for more information. If no capital assets are included in your application, write N/A. The capital purchases will include equipping all buses without their own GPS with a GPS and tying that system into the tracking software. IT will also include the initial start up and set up costs of the tracking software including any needed hardware and software.

**Budget and Project Tables** [top](#)**Project Category and Fund Source**

| Project Category                               | Project Cost     | Other Fund Source (Federal) | Other Fund Source (State) | Other Fund Source (Local) | Other Fund Source (Other) | Project Category Totals |
|--|------------------|-----------------------------|---------------------------|---------------------------|---------------------------|-------------------------|
| Vehicle Purchase - Expansion                   | \$               | \$                          | \$                        | \$                        | \$                        | \$ 0                    |
| Vehicle Purchase - Replacement or Right-Sizing | \$               | \$                          | \$                        | \$                        | \$                        | \$ 0                    |
| Equipment Purchase                             | \$ 8,500         | \$                          | \$                        | \$ 850                    | \$                        | \$ 9,350                |
| Facility Purchase                              | \$               | \$                          | \$                        | \$                        | \$                        | \$ 0                    |
| Signs/Shelters Purchase                        | \$               | \$                          | \$                        | \$                        | \$                        | \$ 0                    |
| Planning                                       | \$               | \$                          | \$                        | \$                        | \$                        | \$ 0                    |
| Project Administration                         | \$               | \$                          | \$                        | \$                        | \$                        | \$ 0                    |
| Operating                                      | \$ 26,000        | \$                          | \$                        | \$                        | \$                        | \$ 26,000               |
| Preventive Maintenance                         | \$               | \$                          | \$                        | \$                        | \$                        | \$ 0                    |
| Mobility Management                            | \$               | \$                          | \$                        | \$                        | \$                        | \$ 0                    |
| <b>Total</b>                                   | <b>\$ 34,500</b> | <b>\$ 0</b>                 | <b>\$ 0</b>               | <b>\$ 850</b>             | <b>\$ 0</b>               | <b>\$35,350</b>         |

**Project Totals and Match Rate**

| Fund Source   | Total Project Amount (Grant Amount + Match Amount) | Match Rate | Grant Amount | Match Amount | Match Sources        | Overmatch Amount (If Any) | Match Funding is available if project is awarded? | Date match available  | % of Funds used for Demand Response Transportation | % of Funds used for Fixed Route Transportation |
|---|--|------------|--------------|--------------|----------------------|---------------------------|---|-----------------------|--|--|
| STIF Discretionary - All Project Categories (20% Match)   | \$   | %          | \$ 0         | \$ 0         | Text                 | \$                        | Yes/No  | xx/xx/xxxx            | %  | 100 %  |
| STIF Discretionary - All Project Categories, Qualified Projects (10% Match)   | \$ 31,570  | 10 %       | \$ 28,413    | \$ 3,157     | Columbia County Text | \$                        | Yes Yes/No  | 07/01/2019 xx/xx/xxxx | %  | 100 %  |
| STIF Intercommunity Discretionary - All Project Categories (20% Match)  | \$   | %          | \$ 0         | \$ 0         | Text                 | \$                        | Yes/No  | xx/xx/xxxx            | %  | 100 %  |
| STIF Intercommunity Discretionary - All Project Categories, Qualified Projects (10% Match)                              | \$   | %          | \$ 0         | \$ 0         | Text                 | \$                        | Yes/No  | xx/xx/xxxx            | %  | 100 %  |
| 5311 (f) Intercity - Operating (50% Match)  | \$   | %          | \$ 0         | \$ 0         | Text                 | \$                        | Yes/No  | xx/xx/xxxx            | %  | 100 %  |
| 5311 (f) Intercity - Capital, Planning, Project Administration, Preventive Maintenance, Mobility Management (20% Match) | \$   | %          | \$ 0         | \$ 0         | Text                 | \$                        | Yes/No  | xx/xx/xxxx            | %  | 100 %  |

**Vehicle Purchase**

| Vehicle Purchase   | Vehicle Purchase Type | VIN of vehicle being replaced    | Make | Model | Vehicle Category    | Quantity | Unit Cost | Total Cost | Seats | ADA Stations | Seats w/ADA Stations Deployed | Fuel Type          | Estimated Order Date | Estimated Delivery Date | Mileage                                | Date of Reading                        | Seller                                 | Vehicle Condition                      |
|--------------------|-----------------------|----------------------------------|------|-------|---------------------|----------|-----------|------------|-------|--------------|-------------------------------|--------------------|----------------------|-------------------------|--|--|--|--|
| Vehicle Purchase 1 | Expansion/Replacement | Only answer if replacing vehicle | Text | Text  | Select Letter (A-E) | #        | \$        | \$ 0       | #     | #            | #                             | G/D/BD/E/HG/CNG/OF | xx/xx/xxxx           | xx/xx/xxxx              | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle |
| Vehicle Purchase 2 | Expansion/Replacement | Only answer if replacing vehicle | Text | Text  | Select Letter (A-E) | #        | \$        | \$ 0       | #     | #            | #                             | G/D/BD/E/HG/CNG/OF | xx/xx/xxxx           | xx/xx/xxxx              | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle |
| Vehicle Purchase 3 | Expansion/Replacement | Only answer if replacing vehicle | Text | Text  | Select Letter (A-E) | #        | \$        | \$ 0       | #     | #            | #                             | G/D/BD/E/HG/CNG/OF | xx/xx/xxxx           | xx/xx/xxxx              | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle |
| Vehicle Purchase 4 | Expansion/Replacement | Only answer if replacing vehicle | Text | Text  | Select Letter (A-E) | #        | \$        | \$ 0       | #     | #            | #                             | G/D/BD/E/HG/CNG/OF | xx/xx/xxxx           | xx/xx/xxxx              | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle |
| Vehicle Purchase 5 | Expansion/Replacement | Only answer if replacing vehicle | Text | Text  | Select Letter (A-E) | #        | \$        | \$ 0       | #     | #            | #                             | G/D/BD/E/HG/CNG/OF | xx/xx/xxxx           | xx/xx/xxxx              | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle |
| Vehicle Purchase 6 | Expansion/Replacement | Only answer if replacing vehicle | Text | Text  | Select Letter (A-E) | #        | \$        | \$ 0       | #     | #            | #                             | G/D/BD/E/HG/CNG/OF | xx/xx/xxxx           | xx/xx/xxxx              | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle | Only answer if purchasing used vehicle |

|                           |                       |   |      |      |                            |   |    |      |   |   |   |                    |            |            |   |   |   |   |
|---------------------------|-----------------------|---|------|------|----------------------------|---|----|------|---|---|---|--------------------|------------|------------|---|---|---|---|
| Vehicle<br>Purchase<br>7  | Expansion/Replacement | Only<br>answer if<br>replacing<br>vehicle | Text | Text | Select<br>Letter (A-<br>E) | # | \$ | \$ 0 | # | # | # | G/D/BD/E/HG/CNG/OF | xx/xx/xxxx | xx/xx/xxxx | vehicle<br>Only<br>answer if<br>purchasing<br>used<br>vehicle | vehicle<br>Only<br>answer if<br>purchasing<br>used<br>vehicle | vehicle<br>Only<br>answer if<br>purchasing<br>used<br>vehicle | vehicle<br>Only<br>answer if<br>purchasing<br>used<br>vehicle |
| Vehicle<br>Purchase<br>8  | Expansion/Replacement | Only<br>answer if<br>replacing<br>vehicle | Text | Text | Select<br>Letter (A-<br>E) | # | \$ | \$ 0 | # | # | # | G/D/BD/E/HG/CNG/OF | xx/xx/xxxx | xx/xx/xxxx | Only<br>answer if<br>purchasing<br>used<br>vehicle            | Only<br>answer if<br>purchasing<br>used<br>vehicle            | Only<br>answer if<br>purchasing<br>used<br>vehicle            | Only<br>answer if<br>purchasing<br>used<br>vehicle            |
| Vehicle<br>Purchase<br>9  | Expansion/Replacement | Only<br>answer if<br>replacing<br>vehicle | Text | Text | Select<br>Letter (A-<br>E) | # | \$ | \$ 0 | # | # | # | G/D/BD/E/HG/CNG/OF | xx/xx/xxxx | xx/xx/xxxx | Only<br>answer if<br>purchasing<br>used<br>vehicle            | Only<br>answer if<br>purchasing<br>used<br>vehicle            | Only<br>answer if<br>purchasing<br>used<br>vehicle            | Only<br>answer if<br>purchasing<br>used<br>vehicle            |
| Vehicle<br>Purchase<br>10 | Expansion/Replacement | Only<br>answer if<br>replacing<br>vehicle | Text | Text | Select<br>Letter (A-<br>E) | # | \$ | \$ 0 | # | # | # | G/D/BD/E/HG/CNG/OF | xx/xx/xxxx | xx/xx/xxxx | Only<br>answer if<br>purchasing<br>used<br>vehicle            | Only<br>answer if<br>purchasing<br>used<br>vehicle            | Only<br>answer if<br>purchasing<br>used<br>vehicle            | Only<br>answer if<br>purchasing<br>used<br>vehicle            |

Vehicle Replacement Information

| Vehicles to Be Replaced | Year | Make | Model | Vehicle Category              | VIN | Seats | ADA Stations | Seats with ADA Stations Deployed | Fuel Type          | Vehicle Mileage | Disposal Type       | Vehicle Condition           | Vehicle Maintenance History                            |
|-------------------------|------|------|-------|-------------------------------|-----|-------|--------------|----------------------------------|--------------------|-----------------|---------------------|-----------------------------|--|
| Vehicle Replaced 1      | xxxx | Text | Text  | Select 17 Letter (A-E) digits |     | #     | #            | #                                | G/D/BD/E/HG/CNG/OF | #               | Sale/Donate/Salvage | Good/Adequate/Marginal/Poor | Also include Right-sizing justification if applicable. |
| Vehicle Replaced 2      | xxxx | Text | Text  | Select 17 Letter (A-E) digits |     | #     | #            | #                                | G/D/BD/E/HG/CNG/OF | #               | Sale/Donate/Salvage | Good/Adequate/Marginal/Poor | Also include Right-sizing justification if applicable. |
| Vehicle Replaced 3      | xxxx | Text | Text  | Select 17 Letter (A-E) digits |     | #     | #            | #                                | G/D/BD/E/HG/CNG/OF | #               | Sale/Donate/Salvage | Good/Adequate/Marginal/Poor | Also include Right-sizing justification if applicable. |
| Vehicle Replaced 4      | xxxx | Text | Text  | Select 17 Letter (A-E) digits |     | #     | #            | #                                | G/D/BD/E/HG/CNG/OF | #               | Sale/Donate/Salvage | Good/Adequate/Marginal/Poor | Also include Right-sizing justification if applicable. |
| Vehicle Replaced 5      | xxxx | Text | Text  | Select 17 Letter (A-E) digits |     | #     | #            | #                                | G/D/BD/E/HG/CNG/OF | #               | Sale/Donate/Salvage | Good/Adequate/Marginal/Poor | Also include Right-sizing justification if applicable. |
| Vehicle Replaced 6      | xxxx | Text | Text  | Select 17 Letter (A-E) digits |     | #     | #            | #                                | G/D/BD/E/HG/CNG/OF | #               | Sale/Donate/Salvage | Good/Adequate/Marginal/Poor | Also include Right-sizing justification if applicable. |
| Vehicle Replaced 7      | xxxx | Text | Text  | Select 17 Letter (A-E) digits |     | #     | #            | #                                | G/D/BD/E/HG/CNG/OF | #               | Sale/Donate/Salvage | Good/Adequate/Marginal/Poor | Also include Right-sizing justification if applicable. |
| Vehicle Replaced 8      | xxxx | Text | Text  | Select 17 Letter (A-E) digits |     | #     | #            | #                                | G/D/BD/E/HG/CNG/OF | #               | Sale/Donate/Salvage | Good/Adequate/Marginal/Poor | Also include Right-sizing justification if applicable. |
| Vehicle Replaced 9      | xxxx | Text | Text  | Select 17 Letter (A-E) digits |     | #     | #            | #                                | G/D/BD/E/HG/CNG/OF | #               | Sale/Donate/Salvage | Good/Adequate/Marginal/Poor | Also include Right-sizing justification if applicable. |
| Vehicle Replaced 10     | xxxx | Text | Text  | Select 17 Letter (A-E) digits |     | #     | #            | #                                | G/D/BD/E/HG/CNG/OF | #               | Sale/Donate/Salvage | Good/Adequate/Marginal/Poor | Also include Right-sizing justification if applicable. |

Equipment, Bus Stop Amenities, and Other Assets

| Equipment, Signs, Shelters, Facilities, Land | Item Description      | Model Number | Quantity | Estimated Unit Cost | Total Cost | Expected Order Date      | Expected Item Delivery Date | Location                     | Lot Size | Square Footage | If breaking ground, have you filled out DCE? |
|--|-----------------------|--------------|----------|---------------------|------------|--------------------------|-----------------------------|------------------------------|----------|----------------|--|
| Row 1  | GPS Tracking Software | Swiftly      | 1 #      | \$ 8,500            | \$ 8,500   | 07/01/2019<br>xx/xx/xxxx | 06/30/2020                  | CCRider<br>xx/xx/xxxx Busses |          |                | e If Applicable                              |
| Row 2  | Text                  |              | 1 #      | \$                  | \$ 0       | xx/xx/xxxx               | xx/xx/xxxx                  |                              |          |                | e If Applicable                              |
| Row 3  | Text                  |              | #        | \$                  | \$ 0       | xx/xx/xxxx               | xx/xx/xxxx                  |                              |          |                | e If Applicable                              |
| Row 4  | Text                  |              | #        | \$                  | \$ 0       | xx/xx/xxxx               | xx/xx/xxxx                  |                              |          |                | e If Applicable                              |
| Row 5  | Text                  |              | #        | \$                  | \$ 0       | xx/xx/xxxx               | xx/xx/xxxx                  |                              |          |                | e If Applicable                              |
| Row 6  | Text                  |              | #        | \$                  | \$ 0       | xx/xx/xxxx               | xx/xx/xxxx                  |                              |          |                | e If Applicable                              |
| Row 7  | Text                  |              | #        | \$                  | \$ 0       | xx/xx/xxxx               | xx/xx/xxxx                  |                              |          |                | e If Applicable                              |
| Row 8  | Text                  |              | #        | \$                  | \$ 0       | xx/xx/xxxx               | xx/xx/xxxx                  |                              |          |                | e If Applicable                              |
| Row 9  | Text                  |              | #        | \$                  | \$ 0       | xx/xx/xxxx               | xx/xx/xxxx                  |                              |          |                | e If Applicable                              |
| Row 10                                       | Text                  |              | #        | \$                  | \$ 0       | xx/xx/xxxx               | xx/xx/xxxx                  |                              |          |                | e If Applicable                              |

Document Upload [top](#)

| Documents Requested * | Required? | Attached Documents *             |
|-----------------------|-----------|----------------------------------|
| Document 1            |           | <a href="#">Coordinated Plan</a> |
| Document 2            |           |                                  |
| Document 3            |           |                                  |
| Document 4            |           |                                  |
| Document 5            |           |                                  |
| Document 6            |           |                                  |
| Document 7            |           |                                  |
| Document 8            |           |                                  |
| Document 9            |           |                                  |
| Document 10           |           |                                  |

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**FLEXIBLE SERVICE MAINTENANCE AGREEMENT**  
**Columbia County**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and COLUMBIA COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) [190.110](#), [366.572](#), [366.574](#) and [366.576](#), State may enter into cooperative agreements with the counties, cities and units of local governments for the performance of work on certain types of maintenance or improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. State and Agency have determined that it is both to their mutual benefit and to the general public's benefit if they jointly utilize State and Agency highway maintenance resources, including equipment and operators.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority, State and Agency desire to enter into this Agreement to share road and highway maintenance services including patching, shouldering, ditching, sweeping, vegetation control, brushing, signing, landscaping, striping, bridge repair, guardrail repair, winter maintenance activities, hazardous material spills, and drainage.
2. The tasks associated with the highway maintenance responsibilities referred to above are as defined in the current editions of the Oregon Department of Transportation's Maintenance Guide and the Routine Road Maintenance Water Quality and Habitat Guide Best Management Practices Manual ("Blue Book"), which are herein incorporated by reference and located at the following address:

<https://www.oregon.gov/odot/maintenance/pages/index.aspx>

- a. The Oregon Department of Transportation Maintenance Guide includes the Activity numbers. Other maintenance services may be included as defined on the Work Order Authorization.

3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate ten (10) calendar years following the date all required signatures are obtained. This Agreement may be modified by mutual consent of both Parties and upon execution of amendments to this Agreement stating said modifications.
4. The total combined financial obligation for both Parties will not exceed \$200,000.00 during the term of this Agreement.
5. If the total cost of this Agreement or individual Work Order Authorization exceeds \$150,000, the Department of Justice must review and approve any amendments and/or Work Order Authorizations prior to performance of any work.

### **SCOPE OF WORK**

1. State's District 1 Manager, or assigned designee, may request maintenance services from Agency on an as-needed basis for work performed on State-owned and maintained highways and highway right of way. Maintenance service requests shall be a written request in the form of a Work Order Authorization, attached hereto as Exhibit A and made a part of this Agreement. The Work Order Authorization may be signed by State's District 1 Manager, or assigned designee. Each Work Order Authorization that is issued pursuant to this Agreement shall become a part of this Agreement. Both Parties shall sign the Work Order Authorization before commencement of work. An original signed Work Order Authorization shall be completed and returned to the originating Party within ten (10) business days.
2. Agency may request maintenance services from State on an as-needed basis for work performed on Agency-owned and maintained roads and Agency right of way. Maintenance service requests shall be a written request in the form of a Work Order Authorization, as shown on Exhibit A. The Work Order Authorization may be signed by the State's District 1 Manager, or assigned designee. Each Work Order Authorization that is issued pursuant to this Agreement shall become a part of this Agreement. Both Parties shall sign the Work Order Authorization before commencement of work. An original signed Work Order Authorization shall be completed and returned to the originating Party within ten (10) business days.
3. The original Work Order Authorization initiated by State shall be forwarded to State's Region 2 Agreement Coordinator, 455 Airport Road SE, Building B, Salem, Oregon 97301.
4. State shall provide instructions to Agency employees concerning work to be performed under the Work Order Authorization, and Agency shall direct and supervise its employees who are assigned to assist State.

5. Agency shall provide instructions to State's employees concerning work to be performed under the Work Order Authorization, and State shall direct and supervise its employees who are assigned to assist Agency.

## **REIMBURSEMENT TO STATE**

1. On a monthly basis, State shall submit invoices to Agency for actual costs incurred for work performed under this Agreement. Agency shall reimburse State for equipment and services based on the State's rates used for its internal financial management of personnel and equipment adopted and in existence at the time of work being performed. Payment shall be made within forty-five (45) calendar days from receipt of the invoice. Invoices shall be submitted to Columbia County, Road Department Director, 1054 Oregon Street, St. Helens, Oregon 97051.
2. Under no condition shall Agency's total obligation for payments exceed \$100,000.00 during the term of this Agreement.

## **REIMBURSEMENT TO AGENCY**

1. On a monthly basis, Agency shall submit invoices to State for actual costs incurred for work performed under this Agreement. State shall reimburse Agency for equipment and services based on the Agency's rates used for its internal financial management of personnel and equipment adopted and in existence at the time of work being performed. Payment shall be made within forty-five (45) calendar days from receipt of the invoice. Invoices shall be submitted to: Department of Transportation, District 1 Office, 350 West Marine Drive, Astoria, Oregon 97103.
2. Under no condition shall State's total obligation for payments exceed \$100,000.00 during the term of this Agreement.

## **EXPENDITURE AUTHORIZATION**

1. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget. State shall not be indebted or liable for any obligation created by this Agreement in excess of the debt limitation of Article XI, Section 7, of the Oregon Constitution. State shall not assume any debts of Agency in violation of Article XI, Section 8, of the Oregon Constitution.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current biennial budget. Agency shall not be indebted or liable for any obligation created by this Agreement in excess of the debt limitation of Article XI, Section 10, of the Oregon Constitution.

3. Neither State nor Agency shall be liable for any expenditure under this Agreement without proper appropriation pursuant to ORS Chapter 291 and ORS Chapter 294 respectively.
4. The Work Order Authorization form for State may be signed by District 1 Manager, Oregon Department of Transportation, 350 West Marine Drive, Astoria, Oregon 97103, or assigned designee upon individual's absence.
5. The Work Order Authorization form for Agency may be signed by Road Department Director, Columbia County, 1054 Oregon Street, St. Helens, Oregon 97051, or assigned designee upon individual's absence.

## **EQUIPMENT AND SERVICES**

1. Each Party shall make available to the other Party vehicles, equipment, machinery, employees, related items and services in the manner and on the terms and conditions provided herein.
2. Services and equipment shall be provided upon reasonable request at mutually convenient times and locations. Each Party retains the right to refuse to honor a request if the services or equipment are needed for other purposes, if providing the equipment would be unduly inconvenient or if for any other reason the Party determines in good faith that it is not in its best interest to provide a particular item or service at the requested time. It is up to the discretion of the Party providing the equipment ("owner") whether an operator is provided with the equipment.
3. The Party receiving the equipment ("user") shall take proper precaution in its operation, storage, and maintenance. Equipment shall be used only for its intended purpose. User shall permit the equipment to be used only by properly trained and supervised operators and shall be responsible for equipment repairs necessitated by misuse or negligent operation. User shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of equipment during the period in which the equipment is in user's possession. User shall not, however, be responsible for scheduled maintenance or repairs other than repairs necessitated by misuse or negligent operation.
4. If equipment requires repair while in use, a State mechanic and Agency mechanic shall assess the problem and, in consultation with each other, determine which Party is responsible for repair. In the event an agreement cannot be reached, State's District 1 Manager or designee and Agency shall determine the responsible Party.
5. The entity providing the equipment ("provider") shall endeavor to provide equipment in good working order and to inform user of any information reasonably necessary for the proper operation of the equipment. The equipment, however, is provided "as is", with no representations or warranties as to its fitness for a particular purpose.

User shall be solely responsible for selecting the proper equipment for its needs and inspecting equipment prior to use. It is acknowledged by the Parties that the provider is not in the business of selling, leasing, renting, or otherwise providing equipment to others and that the Parties are acting only for their mutual convenience and efficiency.

6. The Parties shall provide equipment storage space to each other, at no charge, upon rental request when mutually convenient. It is recognized that such storage is for the benefit of the Party requesting it. The Party storing the equipment shall be responsible only for providing a reasonably safe and secure area.
7. The user is responsible for any damage to rented equipment considered to be beyond normal wear and tear.
8. Service and usage times, established for the purpose of record keeping and rental charges, will begin at the time the equipment and operator leave the owner's shop or maintenance yard, and end when the equipment and operator return to the owner's shop or maintenance yard.
9. Both Parties shall use their individual internal rental rates for labor and equipment. These rates may be adjusted only once per State fiscal year.
10. Both Parties shall maintain accurate and up-to-date records of all rentals of equipment and operators. Said records will be kept available for inspection by representatives of each Party for a period of six (6) years following termination of the Agreement.
11. Both Parties shall furnish fuel, maintenance, and insurance for their equipment; however, fuel for vehicles and equipment shall be provided by the user during the period in which the equipment or vehicle is in the user's possession.

## **GENERAL PROVISIONS**

1. Both Parties hereby grant the other Party authority to enter onto each other's right of way for the purpose of performing the maintenance services as stated on the Work Order Authorization.
2. Both Parties will only assign personnel to work on each other's right of way that have similar experience on State and Agency right of way.
3. Both Parties acknowledge and agree that each Party, the Oregon Secretary of State's office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of each Party that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. Both Parties shall

retain and keep all files and records for a minimum of six (6) years following termination of the Agreement.

4. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

5. **Americans with Disabilities Act Compliance:**

- a. Each Party shall ensure that the services it provides under this Agreement ("Services") comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"). The Parties shall use ODOT standards to assess whether the Services comply with the ADA, including, but not limited to, ODOT Maintenance Operational Notices MG 100-107 ("MG 100-107"), MG144-03 ("MG144-03"), and MG Activities-2 ("MG Activities-2").
- b. The scope of the Services performed under this Agreement is limited to maintenance activities and shall not include alteration, upgrade, or construction of sidewalks or curb ramps, or installation of pedestrian activated signals, except as otherwise expressly agreed by the Parties pursuant to Subsections d.i or d.ii below.
- c. When Agency is providing Services to ODOT under this Agreement, Agency shall:
  - i. Promptly notify ODOT of completion of Services and allow ODOT to inspect completed Services located on or along a state highway for ADA compliance, prior to acceptance of such Services and release of any Agency contractor, and
  - ii. Ensure that temporary pedestrian routes are provided through or around any work zone as provided in MG Activities-2 and Chapters 1 and 5 of the Oregon Temporary Traffic Control Handbook 2011 ("OTTCH"). For Services included in MG Activities-2 "Situations" Paragraph 2, Agency shall provide ODOT with adequate information to allow ODOT to provide advance notice of any temporary pedestrian route to the public, people with disabilities, and disability organizations. The Parties acknowledge that



providing advance notice may not be possible in some such circumstances, including but not limited to, when Services are provided on an urgent or emergency basis, or where the nature and location of the Services are unknown until the beginning of the workers' shift.

- d. When ODOT is providing Services to Agency under this Agreement:
  - i. Prior to Agency's issuance of a Work Order Authorization, Agency shall exercise reasonable efforts to identify if the Services may include an alteration under the ADA as set forth in MG100-107 ("Alteration") and thereby trigger additional modifications to the facility in order to comply with the ADA ("ADA Modifications"). If Agency determines that the Services may include an Alteration, Agency shall not issue the Work Order Authorization until:
    - A. Agency has completed the ADA Modifications, or
    - B. After obtaining ODOT's concurrence, the Parties include the ADA Modifications in the Services to be provided by ODOT under the Work Order Authorization.
  - ii. After the Agency's issuance of a Work Order Authorization under this Agreement, if ODOT identifies that any Services to be performed by ODOT under the Work Order Authorization in a location under Agency's jurisdiction may include an Alteration, ODOT shall immediately notify Agency. After such notification is provided:
    - A. If Agency decides to proceed with the ADA Modifications, ODOT is not obligated to perform the Services until: (a) the Parties have amended the Work Order Authorization to include the ADA Modifications in the scope of the Services, or (b) the Agency has completed the ADA Modifications.
    - B. If Agency decides not to proceed with the ADA Modifications, (a) ODOT may immediately stop work and cancel the Work Order Authorization, (b) the Parties may amend the Work Order to remove the Services that may include the Alteration, or (c) ODOT may decide, at its sole discretion, to continue to provide the Services in the original Work Order.
    - C. Notwithstanding General Provisions 9-10 if Agency decides not to proceed with the ADA Modifications, and if ODOT chooses to continue to provide the Services that may

include an Alteration, AGENCY SHALL INDEMNIFY AND DEFEND ODOT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF, OR RELATING TO THE AGENCY'S DECISION NOT TO PROCEED WITH THE ADA MODIFICATIONS AND ODOT'S PERFORMANCE OF THE SERVICES WITHOUT INCLUSION OF THE ADA MODIFICATIONS.

- iii. Any ADA Modifications performed by ODOT pursuant to Subsections d.i or d.ii above shall follow ODOT's standards and processes for design, alteration, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, applicable ODOT Maintenance Operational Notices, and providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.
- iv. Agency acknowledges that it has sole responsibility for determining whether the Services may include an Alteration or may trigger other ADA requirements, and agrees to make its own independent assessment regarding compliance with the ADA.
- v. Agency reaffirms its commitment to provide an accessible ADA-compliant transportation system and ensure that any feature or part of a feature under Agency's jurisdiction that was addressed as part of the Services ("Feature"), including ADA Modifications, is maintained in compliance with the ADA for the useful life of the Feature. This includes, but is not limited to, Agency ensuring that:
  - A. Pedestrian access is maintained as required by the ADA,
  - B. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
  - C. Any repairs or removal of obstructions needed to maintain the Feature in compliance with the ADA requirements that were in effect at the time of facility construction are completed by Agency or an abutting property owner pursuant to applicable local code provisions,

- D. Any future work on the Feature during the useful life of the Feature complies with the ADA requirements in effect at the time the future work is performed, and
  - E. Applicable permitting and regulatory actions are consistent with ADA requirements.
- vi. Maintenance obligations in Subsection d.v above shall survive termination of this Agreement.

ODOT Maintenance Operational Notices MG 100-107, MG144-03, MG Activities-2, and the OTTCH are incorporated herein by reference. Copies of MG 100-107 and MG144-03 are available for inspection at [https://www.oregon.gov/ODOT/Engineering/DOCS\\_ADA/MG100-107\\_w-diagram.pdf](https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG100-107_w-diagram.pdf) and [https://www.oregon.gov/ODOT/Engineering/DOCS\\_ADA/MG144-03.pdf](https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG144-03.pdf), or at the ODOT District 1 Office located at 350 West Marine Drive, Astoria, OR 97103, during regular business hours. The most current version of MG Activities-2 is attached as Exhibit B to this agreement, which is hereby incorporated. A copy of MG Activities-2 is also available for inspection at the ODOT District 1 Office located at 350 West Marine Drive, Astoria, OR 97103, during regular business hours. The OTTCH is available at <https://www.oregon.gov/ODOT/Engineering/Pages/OTTCH.aspx>. All references to MG 100-107, MG144-03, and MG Activities-2 in this Section refer to the version of the policy in place at the time the Services are performed.

- 6. Agency represents that this Agreement is signed by personnel who have been authorized to do so by Agency.
- 7. State personnel assigned to assist Agency shall not be considered employees of Agency. Agency personnel assigned to assist State shall not be considered employees of State. Agency and State shall each be responsible for the following items in regard to their own employees:
  - a. Payment of all wages and benefits that its employees are entitled to receive through their employment including, but not limited to, vacation, holiday and sick leave; other leaves with pay; medical, dental, life, and accident insurance; other insurance coverage; overtime; Social Security; Workers' Compensation; unemployment compensation, and retirement benefits.
  - b. Withholding Social Security, federal and state taxes, and other regular deductions from wages paid to employees.

- c. Administration of applicable civil service statutes and rules, classification and compensation plans, collective bargaining agreements, and other laws and agreements governing personnel relations with employees.
7. The Parties to this Agreement are of equal authority. Each Party acts independently in the performance of its obligations and functions under this Agreement, and neither Party is to be considered the agent of the other.
  8. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
  9. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
  10. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or

settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

11. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
12. All employers, including both Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of their subcontractors complies with these requirements.
13. This Agreement may be terminated by mutual written consent of both Parties, or by either Party, upon thirty (30) calendar days' written notice. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
14. Neither Party shall enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from the other Party.
15. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
16. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**COLUMBIA COUNTY**, by and through its  
elected officials

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Commissioner

By \_\_\_\_\_  
Commissioner

Date \_\_\_\_\_

**APPROVED AS TO FORM**

By \_\_\_\_\_  
County Legal Counsel

Date \_\_\_\_\_

**Agency Contact:**

Michael Russell  
Road Department Director  
Columbia County  
1054 Oregon Street  
St. Helens, OR 97051  
(503) 366-3964  
[michael.russell@co.columbia.or.us](mailto:michael.russell@co.columbia.or.us).

**State Contact:**

Mark Buffington  
District 1 Manager  
350 West Marine Drive  
Astoria, OR 97103  
(503) 325-7222  
[mark.w.buffington@odot.state.or.us](mailto:mark.w.buffington@odot.state.or.us)

**STATE OF OREGON**, by and through its  
Department of Transportation

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
State Traffic Roadway Engineer

Date \_\_\_\_\_

By \_\_\_\_\_  
Maintenance Operations Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
District 1 Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**  
*(total cost is over \$150,000)*

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

## EXHIBIT A

### WORK ORDER AUTHORIZATION

☐ State Requesting \_\_\_\_\_ to Perform Work

☐ \_\_\_\_\_ Requesting State to Perform Work

Agreement No. \_\_\_\_\_ Work Order No. \_\_\_\_\_

Under the terms of Agreement No. \_\_\_\_\_ between the Oregon Department of Transportation (State) and \_\_\_\_\_, which is hereby incorporated by reference, the following Project work is authorized:

Project Name: ☐ Flexible Maintenance Services

State Work Order Coordinator: \_\_\_\_\_ Agency Work Order Coordinator \_\_\_\_\_

Total Authorized Amt. this Work Order \$ \_\_\_\_\_ Expenditure Acct. No.: \_\_\_\_\_

Work Order Start Date: \_\_\_\_\_ Work Order End Date: \_\_\_\_\_

| Effective Date: No Work shall occur until signed by all Parties. |  | State Totals |
|--|--|--------------|
| Expenditure Account No.  |  | No.          |
| A. Amount authorized for this Work Order                         |  | \$           |
| B. Amount authorized on prior Work Orders                        |  | \$           |
| C. Total Amount authorized for all Work Orders (A+B=C)           |  | \$           |
| D. Agreement Not-to-Exceed amount                                |  | \$           |
| E. Amount remaining on Agreement (D-C=E)                         |  | \$           |

SCOPE OF WORK (tasks, hours per task, estimated cost per task, and staff assigned to do the work and their hourly rate. Specify the Party responsible for providing materials and the Party responsible for material costs associated with the Project or services). Work necessary to complete Project or services as described in original Agreement scope of work: (Indicate which services are to be used by checking appropriate box(es)).

Maintenance Services and Equipment Rental: *(List work shown below)*

☐ Patching (100-102, 107-108) ☐ Shouldering (111-112, 119) ☐ Ditching (120) ☐ Sweeping (116-117)  
☐ Vegetation Control (131) ☐ Striping (140-141, 147) ☐ Winter Maintenance (170-171, 179-181, 192)  
☐ Brushing (132-133) ☐ Signing (142-143) ☐ Landscaping (136) ☐ Drainage (121) ☐ Guardrail Repair (151) ☐ Bridge Repair (163, 169) ☐ Hazardous Material Spills (149) ☐ Equipment Rental (specify equipment)

General Description of Project: \_\_\_\_\_

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This Work Order Authorization may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Work Order Authorization so executed shall constitute an original.

ACCEPTANCE OF TERMS AND ACTION APPROVED BY STATE: I acknowledge and certify that the work in this Work order authorization is within the scope of work of the original Agreement.

State's \_\_\_\_\_ (approp. title) Date \_\_\_\_\_

ACCEPTANCE OF TERMS BY LOCAL AGENCY

Name / Title \_\_\_\_\_ Date \_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY: If work exceeds \$150,000, signature required

Asst. Attorney General \_\_\_\_\_ Date \_\_\_\_\_

cc: State's District 1 Manager  
Agency's Road Department Director  
Region 2 Agreements Coordinator (fully signed original)

EXHIBIT A


Work Order – Local Agency  
Rev. 04-08-2008



## EXHIBIT B



# Highway Division Maintenance Operational Notice

| Number   | Supersedes | Effective Date  | Cancellation Date           |
|--|------------|---|-----------------------------|
| <b>MG-Activities-2</b>                                   | <b>New</b> | 4/1/2018  | <b>Until Further Notice</b> |
| Subject  |            | Issuing Body  |                             |
| <b>Maintaining accessibility during maintenance work</b> |            | <br><b>Luci Moore</b><br><b>State Maintenance and Operations Engineer</b> |                             |

### PURPOSE:

The purpose of this document is to inform those responsible for the design and implementation of maintenance work zones on the State Highway system that if pedestrians, including people with disabilities, could travel through the area before the work zone was put in place, they must be able to travel through or around the area once the work zone is in place, regardless of the facility type or if the facility has pedestrian features such as sidewalks. Temporary pedestrian accessible routes (TPARs) through or around the work zone must be equivalent to or better than what existed for use before the work zone.

This obligation applies to all work zones on the State Highway system, if the work zone is established for ODOT staff work or if it is established for contractor or partner work. It also applies when ODOT staff is doing work for a local agency on their system. Separate guidance will be provided for utility and miscellaneous permit requirements.

### BACKGROUND

ADA Regulations, the MUTCD and the ODOT ADA Settlement Agreement require ODOT to assure that all work zones on the State Highway system accommodate pedestrians, including people with disabilities, through or around the work zone if they could traverse that highway section before the work zone was established.

Every work zone on the State Highway system currently requires some level of Traffic Control Plan (TCP). These are appropriately scaled to fit the complexity of the work and duration of the work zone. The Traffic Control Plan could be Temporary Traffic Control sheets in the contract plan set that cover specific work locations and details for a more complex project; the Traffic Control Plan could be more generic with only the inclusion in the plan set of standard drawings that are adequate for a less complex and simpler project. For the majority of Maintenance work, work zones of 3 days or less, the Traffic Control Plan may consist of specific diagrams from the Oregon Temporary Traffic Control Handbook (OTTCH). Traffic Control Plans will now include a separate component (TPARP) to address pedestrians, including people with disabilities, to assure access through or around the work zone on routes equivalent to or better than the routes that existed before the work zone is implemented.

## **DEFINITIONS**

Traffic Control Plan (TCP) – A written or drawn plan for providing the safe and efficient movement of public traffic through or around a work zone while protecting workers, incident responders, and equipment.

Temporary Pedestrian Accessible Route (TPAR) - An individual route within or around the work zone, marked by appropriate signing, delineation and Traffic Control Devices, for the use of pedestrians including people with disabilities to navigate through or around the work area, as appropriate. TPARs are specific to locations and changing situations within the overall work area, and provide routes equivalent to or better than the routes used prior to the work zone. One or more TPARs are typically included as part of the Traffic Control Plan for complex projects and those in locations with known pedestrian traffic. The components of TPARs are scalable to be appropriate for the complexity, location, duration and expectation of the presence of pedestrians, including people with disabilities of the work zone.

Temporary Pedestrian Accessible Route Plan (TPARP) – The overall plan developed by ODOT to assure that if pedestrians, including people with disabilities, could travel through the area before the work zone was put in place, they are able to travel through or around the area once the work zone is in place on routes equivalent to or better than what was available before the work zone was in place.

## **Guidance**

Follow the guidance provided below for each situation.

## **Situations**

### **1.** Maintenance work zones where:

- a. pedestrians, including people with disabilities are unlikely to be present or known to be only infrequently present,
  - b. mobile operations, or
  - c. the work zone is of very short duration. Examples include when a bucket truck pulls up on a sidewalk for a short time to maintain a signal or light, and legend replacement.
- This document is the TPARP for these Maintenance work zones. A separate document does not need to be created.
  - The crews will be aware of and assist pedestrians, including people with disabilities, through or around the work zone in a safe manner.
  - Stop traffic and equipment operations as needed and provide guidance to the people on how to safely pass through or around the work.
  - Access must be provided through or around the work zone in ways equivalent to or better than what existed without the work zone.

- When it is third party workers using the work zone, the authorizing document (agreement, contract etc.) will direct the third party to develop and implement how they will provide pedestrian access through or around the work zone in ways equivalent to or better than what existed without the work zone.
2. When longer duration, non-mobile, work zones are needed in areas where pedestrians, including people with disabilities, are likely to be present, a TPARP needs to be created for the work zone by the crew before the work begins detailing the alternative route and detour sign placement, or the plans to have pedestrians wait until work is stopped to allow the normal path to be used safely.
  3. Utility and Miscellaneous permitted work: Guidance for permits will be published separately.

## **Oregon Statewide Pharmacy – Local Public Health Authority Memorandum of Understanding**

### **ARTICLE I PURPOSE**

The purpose of this memorandum of understanding (MOU) is to utilize existing Pharmacy infrastructure to help address health and medical needs of an affected population during a Public Health Incident, Emergency or Disaster ("Incident"), using coordinated and standardized protocols statewide. The Conference of Local Health Officials (CLHO), Oregon State Pharmacy Association (OSPA), Oregon Society of Health System Pharmacists (OSHP), Oregon Board of Pharmacy (BoP), and Oregon Public Health Division (OPHD) support the development of this MOU.

### **ARTICLE II DEFINITIONS**

- 1) "Administer" has the meaning given that term in Oregon Revised Statute (ORS) 689.005.
- (2) "Dispense" has the meaning given that term in ORS 689.005.
- (3) "Drug" means a drug or vaccine or medical device, or any combination of these terms.
- (4) "Emergency" has the meaning given that term in ORS 401.025.
- (5) "Local Public Health Authority (LPHA)" has the meaning given that term in ORS 431.260.
- (6) "Operational Guidance" is a document containing templates and procedures for MOU implementation, as well as screening forms, tracking requirements, and treatment protocol templates developed pursuant to this MOU.
- (7) "Oregon Public Health Division" (OPHD) means that division of the Oregon Health Authority that is responsible for planning for and responding to a public health emergency.
- (8) "Pacific Northwest Emergency Management Arrangement" (PNEMA) means the compact, ratified in Chapter 25 Oregon Laws 2008, between the states of Alaska, Idaho, Oregon and Washington, the Province of British Columbia, and the Yukon Territory, to provide mutual assistance in an emergency or public health emergency.
- (9) "Pharmacy" means a signatory to this MOU who meets the definition of a pharmacy as defined in ORS 689.005.
- (10) "Public Health Incident, Emergency, or Disaster ("Incident")": Any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, to which an LPHA may respond pursuant to its authority under ORS 431.262, or other applicable law, and that, in the judgment of the LPHA, results or may result in circumstances sufficient to exceed the day-to-day operational capabilities of immediate local or regional public health response.
- (11) "Strategic National Stockpile" (SNS) means the US Government stockpile of antiviral drugs and other drugs and medical supplies that can be made available to a state in an emergency.

### **ARTICLE III PARTICIPATION**

The Pharmacies have a desire to assist the LPHAs in addressing health and medical needs of an affected population during an Incident. The LPHAs and Pharmacies agree that this MOU does not create a legal duty to do so. The LPHAs and Pharmacies agree that any and all actions taken pursuant to this MOU shall be voluntary and in each LPHA's and Pharmacy's sole discretion.

#### **ARTICLE IV HOW TO INVOKE ASSISTANCE**

An LPHA may request assistance of a Pharmacy by contacting the Pharmacy directly or by contacting the BoP. If desired, signatory pharmacies can share with LPHAs contact information for preferred recipients within their organizations of requests for assistance under this MOU. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing as soon as possible to the extent practical. The process is outlined in greater detail in the Operational Guidance.

#### **ARTICLE V EFFECT OF DECLARATION OF EMERGENCY**

The LPHAs and Pharmacies recognize that state or federal declarations of emergency, or orders related thereto, may supersede the arrangements made or actions taken pursuant to this MOU. Nothing in this MOU should be construed as independent of or bypassing established emergency management procedures, the provisions of county or state declarations of emergencies, or any conditions for the distribution and dispensing of the Strategic National Stockpile (SNS) or administration of vaccines established by the federal or state governments. In a state of declared emergency certain rules of the BoP, contained in OAR Chapter 855 Division 007, will be activated. These rules would broaden the options available to Pharmacies and LPHAs in response to an incident. In a declared emergency, pharmacists and other healthcare volunteers who are enrolled in the state's SERV-OR health volunteer registry are considered agents of the state under ORS 401.651-401.670 for activities within the scope of assigned responsibilities related to the response, and will be afforded workers' compensation and liability coverage. Notwithstanding these effects, the activities under this MOU are not limited to situations in which an emergency has been declared.

#### **ARTICLE VI RESPONSIBILITIES OF LOCAL PUBLIC HEALTH AUTHORITY**

LPHA responsibilities:

- a. Coordinate with OPHD, BoP and/or signatory Pharmacies to ensure statewide consistency with screening forms, tracking, training and other Pharmacy requirements if applicable.
- b. Provide planning, training and technical assistance to Pharmacy, including but not limited to, supply lists, fact sheets, dispensing algorithms, and applicable requirements.
- c. Provide statewide consistent medical screening forms to Pharmacy as guidance for implementing dispensing operations.
- d. Provide a clear description of the mission LPHA is requesting Pharmacy to undertake, including specific information about the population to be immunized or given prophylaxis, specific statewide protocol (standing order) templates to be used, and specific displaced or sheltered populations whose pharmaceutical needs must be met, as well as the vaccine or medication to be used, dosage, route of administration, and follow-up procedures.
- e. Activate community-wide mass vaccination and dispensing plans as necessary.
- f. Notify OPHD of the activation of MOU. Notification may be verbal or in writing. If verbal, the notification shall be confirmed in writing as soon as possible to the extent practical.
- g. Notify Pharmacy that community dispensing plans should be implemented.
- h. Request appropriate amounts and type of medication or vaccine, and available supplies, from local, state or federal sources, including use of SNS resources, or specify that Pharmacy is requested to supply these materials.
- i. Facilitate a discussion with Pharmacy regarding the most appropriate locations for distribution.
- j. Request OPHD to deliver, or have delivered medications to distribution centers as determined by the LPHA in consultation with the BoP and Pharmacy.
- k. With OPHD, modify treatment protocol templates from the Operational Guidance as needed to guide Pharmacy response.

- l. Manage public information activities with regard to the overall health and medical response across the LPHA's jurisdiction.
- m. Provide educational materials, if appropriate, to Pharmacy for the purposes of distributing to all persons in emergencies affecting the public's health.
- n. Provide guidance and criteria to Pharmacy for tracking levels of activity, supplies and inventory, as applicable to the response and consistent across signatory LPHA jurisdictions.
- o. Participate, as appropriate, in mass vaccination or medication dispensing training and exercises, and in exercises to promote emergency response surge capacity as outlined in the Oregon Crisis Care Guidance.
- r. If an Oregon Emergency Response System (OERS) number has been issued by the Oregon Office of Emergency Management for the Incident leading to activation of the MOU, LPHA is encouraged to use the OERS number in communications with emergency management personnel and OPHD.

## ARTICLE VII RESPONSIBILITIES OF OREGON PUBLIC HEALTH DIVISION

### OPHD responsibilities:

- a. Coordinate any future updates of this MOU and establish a webpage on which the most current MOU and Operational Guidance are posted,
- b. Oversee development of statewide screening forms and tracking requirements, and make these available to LPHAs as components of the Operational Guidance accompanying this MOU.
- c. Oversee development of statewide treatment protocols that could be used in incident response and make them available to LPHAs in a timely fashion as needed to support response efforts.
- d. Deliver, or arrange delivery of medications to distribution centers as needed, in consultation with the LPHA, BoP, and Pharmacy.
- e. Coordinate public health activities, including collection of information regarding medication administration and dispensing activities, during incidents involving multiple counties.
- f. Determine any limits on administrative fees that can be charged by Pharmacies for dispensing or administration of SNS or other stockpile medications, and disseminate this information.

## ARTICLE VIII RESPONSIBILITIES OF PHARMACIES

### Pharmacy responsibilities:

- a. Coordinate with OPHD, BoP, and/or signatory LPHAs to ensure statewide consistency with screening forms, tracking, training, and other Pharmacy requirements.
- b. Comply with Pharmacy standards in effect during the Incident.
- c. Upon receipt of a request for action by an LPHA, determine the Pharmacy's anticipated capacity to respond to the request, including, as appropriate, the approximate number of vaccine or medication doses that could be administered by Pharmacy in a specified time period, the approximate number of displaced persons who could be screened and provided with emergency supplies of medications under provisions of OAR 855-007-0090(1)-(2), or the approximate number of patients that could be accommodated by the Pharmacy under a treatment protocol as outlined in the Operational Guidance; communicate that information to the LPHA.
- d. Identify Pharmacy sites to receive medication deliveries and communicate site locations to the LPHA.
- e. Communicate to LPHAs each site location's scope of Pharmacy practice regarding affected populations, e.g., convey age or prescriptive authority limitations.
- f. Receive and store medication deliveries, consistent with federal, state or local government requirements, at Pharmacy-identified facilities during Incidents.

- g. Ensure that Pharmacy site locations serve the general public.
- h. At Pharmacy's discretion, ensure that its own employees, including those employed by its parent company, and their families, are cared for consistent with public health recommendations.
- i. As appropriate when the BoP emergency rules in OAR chapter 855, Division 7 have been activated, and if agreed to by Pharmacy, oversee participation in response efforts by pharmacists and pharmacy technicians, licensed in other jurisdictions, but participating in response efforts under PNEMA or EMAC, provided that the individual supplies evidence that he or she holds a valid, current, unrestricted, comparable license by another signatory to PNEMA or EMAC in accordance with OAR 855-007-0050(2).
- j. As appropriate, and if agreed to by Pharmacy, oversee participation in response efforts by pharmacists and pharmacy technicians who have had previously inactive licenses re-activated by the BoP in accordance with OAR 855-007-0050(4).
- k. Conduct medical screening of individuals receiving medications, based on guidance provided by LPHA, to identify potential contraindications and complications, and assure dispensing and administration consistent with federal, state and local government requirements.
- l. Allow pharmacists to prescribe and dispense medications under a treatment protocol under authority of a licensed healthcare prescriber or lawful health order issued by a local health officer or an authorized representative of OPHD.
- m. Maintain accurate records of medications dispensed, administered, and remaining inventory.
- n. Maintain and inventory the local, state or federal stock of medications, vaccines and supplies and physically separate them from the regular inventory. The local, state and federal stock cannot be used in place of commercial pharmacy stock at any time. Pharmacy stock may be used as a substitute for the local, state or federal stock and Pharmacy may seek reimbursement for this action, if available, in accordance with the then current state or federal guidance.
- o. Track contact information of individuals receiving medications.
- p. Communicate information regarding medications dispensed, administered, and, for medical countermeasure from a state stockpile or SNS, provide contact information for recipients to LPHA as required by LPHA, through a secure method. [Release of information to public health in this setting is permitted under HIPAA. See Operational Guidance, Section VI., bullet 4.]
- q. Provide educational materials, supplied by LPHA, when possible to all individuals receiving medications.
- r. Participate, as appropriate, in LPHA-sponsored mass vaccination or medication dispensing training and exercises, and in exercises to increase healthcare response capacity as outlined in the Oregon Crisis Care Guidance.
- s. If they choose to, qualified Pharmacy personnel who would take part in response activities under this MOU can register as Emergency Volunteer Workers with the State's health volunteer registry, SERV-OR pursuant to OAR 333-003-0100 to 333-003-0140 and ORS 401.651 to 401.670. In a declared emergency, pharmacy personnel so registered would be considered agents of the state for actions performed as part of response to the emergency, would have liability limited under ORS 30.260 to 30.300, and would be eligible for workers' compensation protection to the extent allowed by Oregon law.

#### ARTICLE IX RESPONSIBILITIES OF THE BOARD OF PHARMACY

BoP responsibilities:

- a. Develop and maintain an accurate roster of Pharmacies in Oregon that includes contact information for all co-signatory Pharmacies.
- b. Upon request from an LPHA or from OPHD, convey request for assistance under this MOU from the requesting public health entity to the requested Pharmacy or Pharmacies.
- c. With OPHD and other parties to this MOU, develop and review treatment protocol templates to ensure that they are in keeping with relevant Oregon statutes and rules.

## **ARTICLE X COST AND PAYMENT**

When LPHA provides the medications that are to be dispensed or administered by Pharmacy from a local, state, or federal stockpile, it will do so at no cost to Pharmacy. Pharmacy shall dispense or administer these medications to patients or customers at no charge to the patient or customer except for an administrative fee not to exceed an amount set by OPHD, or under emergency federal or state current guidance at the time. Pharmacy agrees to waive this fee if required by then current federal or state guidance. Pharmacy may also, in its discretion, waive this fee for patients or customers who demonstrate an inability to pay. When Pharmacy provides the medications that are dispensed or administered by Pharmacy during implementation of this Agreement, this restriction shall not apply, and Pharmacy, at its discretion, can bill for services and medications in its usual and customary manner. All other costs incurred by either LPHA or Pharmacy through implementation of this Agreement shall be borne by each respective agency.

## **ARTICLE XI LIABILITY, INDEMNIFICATION, AND LIMITATIONS**

The Parties acknowledge that if this Agreement has been triggered after a federal public health emergency declaration by the Secretary of the Department of Health and Human Services under the PREP Act, immunity under state and federal law will extend to covered persons involved in dispensing, distributing, and administering countermeasures/prophylaxis under 42 U.S.C.A. §247d-6d. Immunity under the PREP Act does not apply to willful misconduct or acts conducted outside the scope of the declaration.

The Parties further acknowledge that if this Agreement has been triggered after a locally or state declared emergency under ORS 401.165 or ORS 433.441-433.452, a pharmacist who meets the definition of a "qualified emergency service volunteer" under ORS 401.358 or is an emergency healthcare provider under ORS 401.651, who otherwise complies with ORS 401.358 to 401.368 and ORS 401.651 to 401.670, will be considered an agent of the state and will have liability coverage for activities within the scope of assigned responsibilities related to the response. Liability coverage does not apply to gross negligence, willful or wanton misconduct, or acts outside the scope of the assigned responsibilities or not under the direction of the local emergency management organization.

If the provisions of ORS 401.358 to 401.368 and ORS 401.651 to 401.670 do not apply, each party agrees to be responsible and assume tort liability for its own wrongful acts or omissions, or those of its officers, agents or employees to the fullest extent required by law.

Notwithstanding anything to the contrary in this Agreement, once the LPHA has delivered the inventory to the Pharmacy, the LPHA will retain the risk of loss with respect to the inventory unless the loss is the result of the Pharmacy's negligence, gross negligence or intentional act or failure to act.

## **ARTICLE XII INFORMATION SHARING**

Pharmacy will provide LPHA with information LPHA deems necessary for documentation of the actions taken and services provided under this Agreement, all of which is available under the public health exemption of HIPAA, 45 CFR §164.512(b), and through authorities outlined in ORS 433.004. This information is protected from subsequent disclosure under ORS 433.008. LPHA will advise Pharmacy of the information needed to protect the public health and to prevent or control disease, injury or disability and will only request the information necessary to protect the public health and to prevent or control disease, injury, or disability.



ARTICLE XIII  
**TERM AND TERMINATION**

This Agreement shall become effective immediately upon its execution by any one Pharmacy and one LPHA. After the first two such executions, this Agreement shall become effective as to any other Pharmacy or LPHA upon its execution by such Pharmacy or LPHA. The Agreement shall remain in effect as between each and every Pharmacy and LPHA until participation in this Agreement is terminated by a withdrawing Pharmacy or LPHA by written notice to all of the other signatories to the Agreement. Termination of participation in this Agreement by a withdrawing Pharmacy or LPHA shall not affect the continued operation of this Agreement as between the remaining Pharmacies and LPHAs so long as at least one Pharmacy and one LPHA remain.

Either LPHA or Pharmacy may terminate this Agreement for convenience with written notification to all of the other signatories to the Agreement no less than thirty (30) calendar days in advance of the termination date.

ARTICLE XIV  
**AMENDMENTS**

No provision of this Agreement may be modified, altered or rescinded by any individual Pharmacy or LPHA without the unanimous concurrence of the other Pharmacies and LPHAs. Substantive modifications to this Agreement must be in writing and will become effective upon the approval of the modification by all signatory Pharmacies and LPHAs. Modifications must be signed by each Pharmacy and LPHA. This article does not apply to updating of contact information that may, from time to time, become necessary to ensure current information is available.

ARTICLE XV  
**INDEPENDENT CAPACITY**

The employees or agents of Pharmacy or LPHA who are engaged in whole or in part in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of any other party to this Agreement.

ARTICLE XVI  
**SEVERABILITY**

If any provision of this Agreement or any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

ARTICLE XVII  
**NO THIRD PARTY BENEFICIARIES**

This Agreement is entered into solely for the mutual benefit of the parties to this Agreement. This Agreement is not entered into with the intent that it shall benefit any other person and no other such person shall be entitled to be treated as a third-party beneficiary of this Agreement.

ARTICLE XVIII  
**DISPUTE RESOLUTION**

If a dispute between any parties to this Agreement arises out of or related to this Agreement, or the breach thereof, the parties agree to endeavor to settle the dispute in an amicable manner by direct communication between or among each other before terminating the Agreement.

ARTICLE XIX  
**NOTICES**

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the designated representative of the party.

ARTICLE XX  
**SURVIVORSHIP**

The following clauses survive the termination of this Agreement:

- IX. Liability, Indemnification, and Limitations
- XVI. Severability
- XVII. No Third Party Beneficiaries

ARTICLE XXI  
**OTHER OR PRIOR AGREEMENTS**

If a Pharmacy and LPHA have a prior written agreement that relates to the subject matter of this Agreement, namely, using existing Pharmacy infrastructure to assist in addressing health and medical needs of an affected population during an Incident, including but not limited to mass dispensing of antibiotics, antiviral medications or vaccines to the general public during times of health and medical disasters, then, at such time that said Pharmacy and said LPHA both execute this Agreement, such prior written agreement between them shall become null and void and of no further force and effect. Notwithstanding the above provision in this Article XXI, any Pharmacy and/or LPHA may continue or enter into other agreements with other Pharmacies and/or LPHAs provided such other agreements govern subject matter not governed by this Agreement

ARTICLE XXII  
**GOVERNING LAW**

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Oregon.

ARTICLE XXIII  
**EXECUTION IN COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes hereof, a facsimile copy of this Agreement, including the signature pages hereto, shall be deemed to be an original. IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each Pharmacy and each Local Public Health Authority as herein provided.

\_\_\_\_\_  
Company/Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

## AGREEMENT

This Agreement (this “**Agreement**”) is entered into on January 16, 2019 (the “**Effective Date**”), by and between Comcast Cable Communications Management, LLC (“**Comcast**”) and Columbia County (“**Customer**”), individually referred to herein as “**Party**” and jointly referred to as “**Parties**”.

In consideration of the mutual covenants, promises, and consideration set forth in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Parties acknowledge and agree that the Service Order attached hereto as **Exhibit A** (the “Service Order”) has been delivered under, and shall be subject to the terms and conditions contained in, that certain Price Agreement Number 4708 – Service Under Communications Special Procurement, dated February 21, 2014, by and between the State of Oregon and Comcast (the “Price Agreement”).
2. Pursuant to Section B.2 of the Price Agreement, the service term applicable to the Service Order may not extend past July 19, 2020 (the “Price Agreement Expiration Date”) unless Customer exercises it right, under Section B.2.5.1 of the Price Agreement, to have Comcast provide services for up to twelve (12) months after the Price Agreement Expiration Date (the “Transition Period Right”). Customer hereby notifies Comcast that it is exercising the Transition Period Right and requesting that Comcast, pursuant to the terms and conditions of the Price Agreement, provide the services set forth in the Service Order until July 19, 2021. As a result and notwithstanding anything to the contrary contained in the Service Order, the service term of the Service Order shall expire on July 19, 2021.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties.

**Columbia County**

|               |  |
|---------------|--|
| Signature:    |  |
| Printed Name: |  |
| Title:        |  |

**Comcast Cable Communications Management, LLC**

|               |  |
|---------------|--|
| Signature:    |  |
| Printed Name: |  |
| Title:        |  |

**Exhibit A**  
**SERVICE ORDER**

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

Account Name: Columbia County MSA ID#: OR-203850-ETorg SO ID#: OR-203850-ETorg-9996186

CUSTOMER INFORMATION (for notices)

Primary Contact: Holly Miller City: Saint Helens Phone:(503) 397-7240  
Title: State: OR Cell:  
Address 1: 230 Strand St Zip: 97051 Fax:  
Address 2: Allowable Contract Date: Email:holly.miller@co.columbia.or.us  
Contract Generated Date:01/15/2019

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 30

SUMMARY OF SERVICE CHARGES\*

Total Ethernet Monthly Recurring Charges: \$ 2,840.00  
Total Trunk Services Monthly Recurring Charges: \$ 0.00  
Total Off-Net Monthly Recurring Charges: \$ 0.00  
Total Monthly Recurring Charges (all Services): \$ 2,840.00

SUMMARY OF STANDARD INSTALLATION FEES

Total Ethernet Standard Installation Fees\*: \$ 0.00  
Total Trunk Services Standard Installation Fees: \$ 0.00  
Total Off-Net Standard Installation Fees: \$ 0.00  
Total Standard Installation Fees (all Services): \$ 0.00

SUMMARY OF CUSTOM INSTALLATION FEES

Total Custom Installation Fee: \$ 4,890.09  
Amortized Custom Installation Fee \$ 0.00

SUMMARY OF EQUIPMENT FEES

Total Monthly Recurring Ethernet Equipment Fees: \$ 0.00  
Total Monthly Recurring Trunk Services Equipment Fees: \$ 0.00  
Total Monthly Recurring Equipment Fees (all Services): \$ 0.00

\*Note: Charges identified in the Service Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, USF fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fee prior to the installation of Service.

GENERAL COMMENTS

In the first applicable invoice for this Sales Order, Comcast shall provide to Customer a credit equal to \$3,006.75 (applicable Equipment Fees, federal, state, and local taxes, fees and surcharges and recoupments may apply). Termination Charges, in accordance with the applicable PSA(s), will apply beginning on day one (1) of the Service Term for all applicable Services and Service Location(s).

This purchase (as set forth in this Comcast Enterprise Services Sales Order Form No. OR- 203850-ETorg-9996186) is placed against State of Oregon Solicitation No. 102-1061-13 and Price Agreement No. 4708. The Contract Terms and Conditions and Special Contract Terms and Conditions (T's and C's) contained in the Price Agreement apply to this purchase and take precedence over all other conflicting T's and C's, express or implied. Customer may terminate this Sales Order No. OR- 203850-ETorg-9996186, upon written notice to Comcast, pursuant to Article B.22.2 of the Price Agreement Number 4708.

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order has been delivered under, and shall be subject to the terms and conditions contained in, that certain Price Agreement Number 4708 – Service Under Communications Special Procurement, dated February 21, 2014, by and between the State of Oregon and Comcast. Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

E911 NOTICE

Comcast Business Class Trunking Service may have the E911 limitations specified below:

- The National Emergency Number Association (NENA), a 911 industry organization that makes recommendations for standardized services relating to E911, has issued guidelines that state "The PBX owner is responsible for creating customer records, preferably in NENA standard format, that identify caller locations." To facilitate Customer's compliance with these guidelines and with associated state and local requirements related to provision of Automatic Location Information (ALI) for E911 services, Comcast offers two options:
  - Comcast will send to the ALI database or Subscriber Location Database (SLDB) the main billing telephone number and the main address provided by Customer; or
  - Customer may choose to sign up for up to 10 Emergency Location Information Numbers (ELINs) that Customer could assign to zones within Customer's premises that would be separately identified to the E911 call taker. The location information, such as a specific floor, side of a building, or other identifying information, could assist emergency responders to more quickly reach the appropriate location. Customer is solely responsible for programming it's PBX system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises. Comcast will send the assigned ELINs to the ALI or SLDB database, as is appropriate.
- Many jurisdictions require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer bears sole responsibility to ensure that it identifies and complies with all such requirements. In any event, if Customer does not maintain E911 records in a timely and accurate manner, the E911 call taker may not receive proper location information, and emergency responders may be delayed or even prevented from timely reaching the caller's location.
- Battery Back Up - The Integrated Access Device (IAD) provided by Comcast is not equipped with battery backup. It is Customer's responsibility to ensure adequate back-up power is provided to ensure service continuity during a power outage, as employees would otherwise be unable to use the Services, including dialing 9-1-1, when power is unavailable.
- Calls using the Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- All questions should be directed to 1-800-391-3000. E911 Service, Private Branch Exchange, and Direct Inward Dial Service.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

| CUSTOMER USE ONLY (by authorized representative) |            | COMCAST USE ONLY (by authorized representative) |                          |
|--|------------|---|--------------------------|
| Signature:                                       | Signature: | Sales Rep:                                      | Raymond Hill             |
| Name:  | Name:      | Sales Rep E-Mail:                               | raymond_hill@comcast.com |
| Title:   | Title:     | Region:   |                          |
| Date:  | Date:      | Division:                                       |                          |



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

ETHERNET SERVICES AND PRICING

Account Name: Columbia County

Date: January 15, 2019

MSA ID#: OR-203850-ETorg

SO ID#: OR-203850-ETorg-9996186

Short Description of Service:

Service Term (Months): 30

Solution Charges

| Line | Request | Action | Service(s)       | Description   | Service Location A*  | Service Location Z* | Comcast Metro        | Performance Tier** | Tax Jurisdiction | Monthly   | One-Time |
|------|---------|--------|------------------|---------------|--|---------------------|----------------------|--------------------|------------------|-----------|----------|
| 1    | New     | Add    | ENI10100         | Port          | 1054 OREGON ST-Columbia County<br>1054 OREGON ST           |                     | Oregon SW Washington |                    |                  | \$ 55.43  | \$ 0.00  |
| 2    | New     | Add    | ENS-PRIORITY-50  | 50 Mbps       | 1054 OREGON ST-Columbia County<br>1054 OREGON ST           |                     |                      | See Matrix         | Interstate       | \$ 332.57 | \$ 0.00  |
| 3    | New     | Add    | EQP FEE          | Equipment Fee | 1054 OREGON ST-Columbia County<br>1054 OREGON ST           |                     |                      |                    |                  | \$ 0.00   | \$ 0.00  |
| 4    | New     | Add    | ENI10100         | Port          | 1155 DEER ISLAND RD-Columbia County<br>1155 DEER ISLAND RD |                     | Oregon SW Washington |                    |                  | \$ 56.25  | \$ 0.00  |
| 5    | New     | Add    | ENS-PRIORITY-20  | 20 Mbps       | 1155 DEER ISLAND RD-Columbia County<br>1155 DEER ISLAND RD |                     |                      | See Matrix         | Interstate       | \$ 243.75 | \$ 0.00  |
| 6    | New     | Add    | ENIGIGE          | Port          | 230 Strand St-Columbia County<br>230 Strand St             |                     | Oregon SW Washington |                    |                  | \$ 240.19 | \$ 0.00  |
| 7    | New     | Add    | ENS-PRIORITY-200 | 200 Mbps      | 230 Strand St-Columbia County<br>230 Strand St             |                     |                      | See Matrix         | Interstate       | \$ 535.81 | \$ 0.00  |
| 8    | New     | Add    | EQP FEE          | Equipment Fee | 230 Strand St-Columbia County<br>230 Strand St             |                     |                      |                    |                  | \$ 0.00   | \$ 0.00  |
| 9    | New     | Add    | ENI10100         | Port          | 58595 MCNULTY WAY-Columbia County<br>58595 MCNULTY WAY     |                     | Oregon SW Washington |                    |                  | \$ 56.25  | \$ 0.00  |
| 10   | New     | Add    | ENS-PRIORITY-20  | 20 Mbps       | 58595 MCNULTY WAY-Columbia County<br>58595 MCNULTY WAY     |                     |                      | See Matrix         | Interstate       | \$ 243.75 | \$ 0.00  |
| 11   | New     | Add    | EQP FEE          | Equipment Fee | 58595 MCNULTY WAY-Columbia County<br>58595 MCNULTY WAY     |                     |                      |                    |                  | \$ 0.00   | \$ 0.00  |

**Solution Charges**

| Line   | Request | Action | Service(s)       | Description   | Service Location A*                                | Service Location Z* | Comcast Metro        | Performance Tier** | Tax Jurisdiction | Monthly   | One-Time |
|--|---------|--------|------------------|---------------|--|---------------------|----------------------|--------------------|------------------|---|----------|
| 12   | New     | Add    | ENI10100         | Port          | 58892 SAULSER RD- Columbia County 58892 SAULSER RD |                     | Oregon SW Washington |                    |                  | \$ 56.25  | \$ 0.00  |
| 13   | New     | Add    | ENS-PRIORITY-20  | 20 Mbps       | 58892 SAULSER RD- Columbia County 58892 SAULSER RD |                     |                      | See Matrix         | Interstate       | \$ 243.75   | \$ 0.00  |
| 14   | New     | Add    | ENIGIGE          | Port          | 901 PORT AVE- Columbia County 901 PORT AVE         |                     | Oregon SW Washington |                    |                  | \$ 240.19   | \$ 0.00  |
| 15   | New     | Add    | ENS-PRIORITY-200 | 200 Mbps      | 901 PORT AVE- Columbia County 901 PORT AVE         |                     |                      | See Matrix         | Interstate       | \$ 535.81   | \$ 0.00  |
| 16   | New     | Add    | EQP FEE          | Equipment Fee | 901 PORT AVE- Columbia County 901 PORT AVE         |                     |                      |                    |                  | \$ 0.00   | \$ 0.00  |
| * Services Location Details attached<br>**Performance Tier Matrix Attached (For On-Net to On-Net or On-Net to Off-Net) |         |        |                  |               |  | <b>Total</b>        |                      |                    |                  | Service Charges:<br>\$ 2,840.00<br>Equipment Fees:<br>\$ 0.00 | \$ 0.00  |





COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Account Name: Columbia County

MSA ID#: OR-203850-ETorg

SO ID#: OR-203850-ETorg-9996186

Date: January 15, 2019

| Line | Location Name / Site ID              | Address 1           | Address 2 | City         | State | Zip Code | DeMarc Location | Extend to DeMarc (Yes/No) | Inside Wiring (Yes/No) | Technical / Local Contact Name | Technical / Local Contact Phone # | Technical / Local Contact Email Address | Technical Contact On Site (Yes/No) | Satellite Location (Y/N) |
|------|--------------------------------------|---------------------|-----------|--------------|-------|----------|-----------------|---------------------------|------------------------|--------------------------------|-----------------------------------|---|------------------------------------|--------------------------|
| 1    | 1155 DEER ISLAND RD- Columbia County | 1155 DEER ISLAND RD |           | SAINT HELENS | OR    | 97051    |                 |                           |                        | Holly Miller                   | (503) 397-7240                    | holly.miller@co.columbia.or.us          | Yes                                | No                       |
| 2    | 901 PORT AVE- Columbia County        | 901 PORT AVE        |           | SAINT HELENS | OR    | 97051    |                 |                           |                        | Holly Miller                   | (503) 397-7240                    | holly.miller@co.columbia.or.us          | Yes                                | No                       |
| 3    | 230 Strand St-Columbia County        | 230 Strand St       |           | Saint Helens | OR    | 97051    |                 |                           |                        | Holly Miller                   | (503) 397-7240                    | holly.miller@co.columbia.or.us          | Yes                                | No                       |
| 4    | 58892 SAULSER RD-Columbia County     | 58892 SAULSER RD    |           | SAINT HELENS | OR    | 97051    |                 |                           |                        | Holly Miller                   | (503) 397-7240                    | holly.miller@co.columbia.or.us          | Yes                                | No                       |
| 5    | 1054 OREGON ST- Columbia County      | 1054 OREGON ST      |           | SAINT HELENS | OR    | 97051    |                 |                           |                        | Holly Miller                   | (503) 397-7240                    | holly.miller@co.columbia.or.us          | Yes                                | No                       |
| 6    | 58595 MCNULTY WAY- Columbia County   | 58595 MCNULTY WAY   |           | SAINT HELENS | OR    | 97051    |                 |                           |                        | Holly Miller                   | (503) 397-7240                    | holly.miller@co.columbia.or.us          | Yes                                | No                       |

**Comcast Enterprise Services Sales Order Form**  
**Ethernet Transport Services**  
**Performance Tier (PT) Matrix**

| Metro                            | AUG | PA  | CAR | CNM | CGA | CO  | DAL | ETN | FPA | ATL | BOS | CHI | PHL | HOU | INDP | IND | JAC | MI  | MAT | MTN | MN  | NAL | NCA | OR  | SFL | SCA | STN | SWF | SWT | UT  | WA  | WNE |
|----------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Augusta GA (AUG)                 | PT1 | PT3 | PT3 | PT4 | PT2 | PT3 | PT3 | PT3 | PT3 | PT2 | PT3 | PT3 | PT3 | PT3 | PT3  | PT3 | PT2 | PT3 | PT3 | PT2 | PT3 | PT2 | PT4 | PT4 | PT2 | PT3 | PT2 | PT2 | PT3 | PT4 | PT3 | PT3 |
| Central & Western PA (PA)        | PT3 | PT1 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT2 | PT2 | PT2 | PT2 | PT3 | PT3  | PT2 | PT3 | PT2 | PT2 | PT2 | PT3 | PT3 | PT4 | PT4 | PT3 | PT4 | PT2 | PT3 | PT3 | PT3 | PT4 | PT2 |
| Central Arkansas (CAR)           | PT3 | PT3 | PT1 | PT3 | PT2 | PT2 | PT2 | PT3 | PT3 | PT2 | PT3 | PT3 | PT3 | PT2 | PT3  | PT3 | PT3 | PT3 | PT3 | PT2 | PT3 | PT2 | PT3 | PT3 | PT3 | PT2 | PT3 | PT2 | PT3 | PT3 | PT3 | PT3 |
| Central New Mexico (CNM)         | PT4 | PT3 | PT3 | PT1 | PT3 | PT2 | PT2 | PT4 | PT3 | PT3 | PT4 | PT3 | PT3 | PT3 | PT3  | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT4 |
| Coastal Georgia (CGA)            | PT2 | PT3 | PT2 | PT3 | PT1 | PT3 | PT3 | PT3 | PT2 | PT2 | PT3 | PT3 | PT3 | PT3 | PT3  | PT3 | PT1 | PT3 | PT3 | PT3 | PT3 | PT2 | PT4 | PT4 | PT2 | PT4 | PT2 | PT2 | PT2 | PT3 | PT4 | PT3 |
| Colorado (CO)                    | PT3 | PT3 | PT2 | PT2 | PT3 | PT1 | PT2 | PT4 | PT3 | PT3 | PT3 | PT2 | PT3 | PT2 | PT2  | PT2 | PT3 | PT2 | PT3 | PT3 | PT2 | PT3 | PT2 | PT3 | PT3 | PT2 | PT3 | PT3 | PT3 | PT2 | PT3 | PT3 |
| Dallas (Dal)                     | PT3 | PT3 | PT2 | PT2 | PT3 | PT2 | PT1 | PT3 | PT2 | PT2 | PT3 | PT3 | PT3 | PT2 | PT2  | PT3 | PT3 | PT3 | PT3 | PT2 | PT3 | PT2 | PT3 | PT3 | PT3 | PT3 | PT2 | PT3 | PT2 | PT3 | PT3 | PT3 |
| Eastern Tennessee (ETN)          | PT3 | PT3 | PT3 | PT4 | PT3 | PT4 | PT3 | PT1 | PT3 | PT2 | PT4 | PT3 | PT3 | PT3 | PT3  | PT3 | PT3 | PT3 | PT3 | PT2 | PT3 | PT2 | PT4 | PT4 | PT3 | PT4 | PT2 | PT3 | PT3 | PT4 | PT4 | PT4 |
| Florida Panhandle (FPA)          | PT3 | PT3 | PT3 | PT3 | PT2 | PT3 | PT2 | PT3 | PT1 | PT2 | PT3 | PT2 | PT3 | PT3 | PT3  | PT2 | PT3 | PT3 | PT3 | PT2 | PT3 | PT2 | PT3 | PT4 | PT2 | PT4 | PT2 | PT2 | PT3 | PT3 | PT4 | PT3 |
| Greater Atlanta (ATL)            | PT2 | PT2 | PT2 | PT3 | PT2 | PT3 | PT2 | PT2 | PT2 | PT1 | PT3 | PT2 | PT2 | PT3 | PT2  | PT2 | PT2 | PT2 | PT2 | PT2 | PT3 | PT2 | PT3 | PT3 | PT2 | PT3 | PT2 | PT2 | PT2 | PT3 | PT3 | PT3 |
| Greater Boston (BOS)             | PT3 | PT2 | PT3 | PT4 | PT3 | PT3 | PT3 | PT4 | PT3 | PT3 | PT1 | PT2 | PT2 | PT3 | PT3  | PT2 | PT3 | PT2 | PT2 | PT3 | PT3 | PT3 | PT4 | PT4 | PT3 | PT4 | PT3 | PT3 | PT4 | PT4 | PT1 | PT1 |
| Greater Chicago (CHI)            | PT3 | PT2 | PT3 | PT3 | PT3 | PT2 | PT3 | PT3 | PT2 | PT2 | PT2 | PT1 | PT2 | PT2 | PT2  | PT2 | PT2 | PT2 | PT2 | PT2 | PT2 | PT3 | PT3 | PT3 | PT3 | PT3 | PT2 | PT3 | PT3 | PT3 | PT3 | PT2 |
| Greater Phil. & New Jersey (PHL) | PT3 | PT2 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT2 | PT2 | PT2 | PT1 | PT3 | PT3  | PT2 | PT3 | PT2 | PT2 | PT2 | PT3 | PT3 | PT4 | PT4 | PT3 | PT4 | PT3 | PT3 | PT3 | PT3 | PT4 | PT2 |
| Houston (HOU)                    | PT3 | PT3 | PT2 | PT3 | PT3 | PT2 | PT2 | PT3 | PT3 | PT2 | PT3 | PT2 | PT3 | PT1 | PT3  | PT2 | PT2 | PT3 | PT3 | PT2 | PT3 | PT3 | PT3 | PT3 | PT2 | PT3 | PT3 | PT3 | PT2 | PT3 | PT3 | PT3 |
| Independence (INDP)              | PT3 | PT3 | PT3 | PT3 | PT3 | PT2 | PT2 | PT3 | PT3 | PT3 | PT3 | PT2 | PT3 | PT3 | PT1  | PT2 | PT3 | PT2 | PT3 | PT2 | PT3 | PT2 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 |
| Indiana (IND)                    | PT3 | PT2 | PT3 | PT3 | PT3 | PT2 | PT3 | PT3 | PT3 | PT2 | PT2 | PT2 | PT2 | PT2 | PT2  | PT1 | PT2 | PT2 | PT2 | PT2 | PT2 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT2 |
| Jacksonville (JAC)               | PT2 | PT3 | PT3 | PT3 | PT1 | PT3 | PT3 | PT3 | PT2 | PT2 | PT3 | PT2 | PT3 | PT2 | PT3  | PT2 | PT1 | PT3 | PT3 | PT2 | PT3 | PT2 | PT4 | PT4 | PT2 | PT4 | PT3 | PT2 | PT3 | PT3 | PT4 | PT3 |
| Michigan (MI)                    | PT3 | PT2 | PT3 | PT3 | PT3 | PT2 | PT3 | PT3 | PT3 | PT2 | PT2 | PT2 | PT2 | PT3 | PT2  | PT2 | PT3 | PT1 | PT2 | PT2 | PT2 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT2 |
| Mid-Atlantic (MAT)               | PT3 | PT2 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT2 | PT2 | PT2 | PT2 | PT3 | PT3  | PT2 | PT3 | PT2 | PT1 | PT2 | PT3 | PT3 | PT4 | PT4 | PT3 | PT4 | PT3 | PT3 | PT3 | PT3 | PT4 | PT2 |
| Middle Tennessee (MTN)           | PT2 | PT2 | PT2 | PT3 | PT3 | PT3 | PT2 | PT2 | PT2 | PT2 | PT3 | PT2 | PT2 | PT2 | PT2  | PT2 | PT2 | PT2 | PT2 | PT2 | PT1 | PT2 | PT2 | PT3 | PT3 | PT2 | PT3 | PT1 | PT3 | PT3 | PT3 | PT3 |
| Minnesota (MN)                   | PT3 | PT3 | PT3 | PT3 | PT3 | PT2 | PT3 | PT3 | PT3 | PT3 | PT3 | PT2 | PT3 | PT3 | PT2  | PT2 | PT3 | PT2 | PT3 | PT2 | PT3 | PT2 | PT1 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 |
| Northern AL (NAL)                | PT2 | PT3 | PT2 | PT3 | PT2 | PT3 | PT2 | PT2 | PT2 | PT2 | PT3 | PT3 | PT3 | PT3 | PT3  | PT3 | PT2 | PT3 | PT3 | PT2 | PT3 | PT1 | PT4 | PT4 | PT3 | PT4 | PT2 | PT2 | PT2 | PT3 | PT4 | PT3 |
| Northern CA (NCA)                | PT4 | PT4 | PT3 | PT3 | PT4 | PT2 | PT3 | PT4 | PT3 | PT3 | PT4 | PT3 | PT4 | PT3 | PT3  | PT3 | PT4 | PT3 | PT4 | PT3 | PT3 | PT4 | PT1 | PT2 | PT4 | PT2 | PT4 | PT4 | PT3 | PT2 | PT2 | PT4 |
| Oregon & S'w Washington (OR)     | PT4 | PT4 | PT3 | PT3 | PT4 | PT3 | PT3 | PT4 | PT4 | PT3 | PT4 | PT3 | PT4 | PT3 | PT3  | PT3 | PT4 | PT3 | PT4 | PT3 | PT3 | PT4 | PT2 | PT1 | PT4 | PT2 | PT4 | PT4 | PT3 | PT2 | PT2 | PT4 |
| South Florida (SFL)              | PT2 | PT3 | PT3 | PT3 | PT2 | PT3 | PT3 | PT3 | PT2 | PT2 | PT3 | PT3 | PT3 | PT2 | PT3  | PT3 | PT2 | PT3 | PT3 | PT2 | PT3 | PT3 | PT4 | PT4 | PT1 | PT4 | PT3 | PT2 | PT3 | PT3 | PT4 | PT3 |
| Southern California (SCA)        | PT3 | PT4 | PT3 | PT3 | PT4 | PT2 | PT3 | PT4 | PT4 | PT3 | PT4 | PT3 | PT4 | PT3 | PT3  | PT3 | PT4 | PT3 | PT4 | PT3 | PT3 | PT4 | PT2 | PT2 | PT4 | PT1 | PT4 | PT4 | PT3 | PT2 | PT2 | PT4 |
| Southern TN & North GA (STN)     | PT2 | PT2 | PT2 | PT3 | PT2 | PT3 | PT2 | PT2 | PT2 | PT2 | PT3 | PT2 | PT3 | PT3 | PT3  | PT3 | PT3 | PT3 | PT3 | PT3 | PT1 | PT3 | PT2 | PT4 | PT4 | PT3 | PT4 | PT1 | PT3 | PT2 | PT3 | PT4 |
| Southwest Florida (SWF)          | PT2 | PT3 | PT3 | PT3 | PT2 | PT3 | PT3 | PT3 | PT2 | PT2 | PT3 | PT3 | PT3 | PT3 | PT3  | PT3 | PT2 | PT3 | PT3 | PT3 | PT3 | PT2 | PT4 | PT4 | PT2 | PT4 | PT3 | PT1 | PT3 | PT3 | PT4 | PT3 |
| S'w TN & Northern MS (SWT)       | PT3 | PT3 | PT2 | PT3 | PT2 | PT3 | PT2 | PT3 | PT3 | PT2 | PT3 | PT3 | PT3 | PT2 | PT3  | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT2 | PT3 | PT3 | PT3 | PT3 | PT2 | PT3 | PT1 | PT3 | PT3 | PT3 |
| Utah (UT)                        | PT4 | PT3 | PT3 | PT3 | PT3 | PT2 | PT3 | PT4 | PT3 | PT3 | PT4 | PT3 | PT3 | PT3 | PT3  | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT3 | PT2 | PT2 | PT3 | PT2 | PT3 | PT3 | PT3 | PT1 | PT2 | PT4 |
| Washington (WA)                  | PT3 | PT4 | PT3 | PT3 | PT4 | PT3 | PT3 | PT4 | PT4 | PT3 | PT4 | PT3 | PT4 | PT3 | PT3  | PT3 | PT4 | PT3 | PT4 | PT3 | PT3 | PT4 | PT2 | PT2 | PT4 | PT2 | PT4 | PT4 | PT3 | PT2 | PT1 | PT4 |
| Western New England (WNE)        | PT3 | PT2 | PT3 | PT4 | PT3 | PT3 | PT3 | PT4 | PT3 | PT3 | PT1 | PT2 | PT2 | PT3 | PT2  | PT3 | PT2 | PT2 | PT2 | PT3 | PT3 | PT4 | PT4 | PT3 | PT4 | PT3 | PT3 | PT3 | PT4 | PT4 | PT1 | PT1 |