

COLUMBIA COUNTY

Board of Commissioners Office

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BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, March 13, 2019

10:00 a.m. – Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- 03.06.19 Board Meeting
- 03.06.19 Work Session

VISITOR COMMENTS – 5 MINUTE LIMIT

HEARING(S):

- 1) Public Hearing to Consider a Proposal to Increase Vehicle Impound Fees.

MATTER(S):

- 1) Second Reading of Ordinance No. 2019-4, "In the Matter of Application No. PA 18-01 and ZC 18-02 by Scott Winegar for Warren Community Fellowship to Amend the Comprehensive Plan Map and Zoning Map of 7.4-Acres to Relocate the Columbia County Christian School".
- 2) Notice of Intent to Award Contract to MTR for Transit Services.

CONSENT AGENDA:

- A. Ratify the Select to Pay for 03.11.19.
- B. Approve Personnel Action for Wendy Dutenhoeffer.
- C. Approve Letter to Wendy Dutenhoeffer.
- D. Appoint Joe Skariah for a 2 year term, Gabriel Johnson for a 2 year term, and Ann Berg for a 1 year term, to the Ambulance Service Advisory Committee.
- E. 2019 Liquor License Renewal for Rosebud Café, Goble Tavern, Alston Pub, Scappoose Creek Inn, and Mark's on the Channel.
- F. Appoint Todd Dugdale – At Large position, Adam Hahn – At Large Position and Nick Ries, Industry Alternate to the Solid Waste Advisory Committee, terms to expire 12.31.2021.
- G. Reappoint Greg Johnson, Industry Representative, to the Solid Waste Advisory Committee, term to expire 12.31.2021.

AGREEMENTS/CONTRACTS/AMENDMENTS:

- H. C22-2019 - Public Procurement Contract with Town and Country Fence Co. of Oregon.
- I. C27-2019 - Letter of Agreement for Regional Health Needs Assessment and Regional Health Improvement Plan and authorize Chair to sign.
- J. C28-2019 - Memorandum of Agreement with Rainier School District for Emergency Point of Dispensing and authorize chair to sign.
- K. C29-2019 – Special Public Works Fund Contract for Rainier Flood Damage Reduction System.
- L. C30-2019, Rental Agreement with Angela Rockwood for Mobile Home at Hudson Parcher County Park.
- M. C31-2019, Rental Agreement with Annabelle Marcantonio and Chase Winnestorfer for Mobile Home at Big Eddy County Park.
- N. C36-2018, Memorandum of Agreement with Clatskanie School District for Emergency Point of Dispensing and authorize Chair to sign.
- O. C37-2019, Contract with New Legends, LLC, for the Strategic Plan.

- P. C42-2019, Memorandum of Agreement with Scappoose School District for Emergency Point of Dispensing and authorize Chair to sign.
- Q. C97-2018-1 - Amendment to the Personal Service Contract between Columbia County and Benjamin Brink.
- R. C63-2018-7, Amendment No. 7 to Oregon Health Authority Agreement No. 154105 for Financing of Public Health Services and authorize Chair to sign.

DISCUSSION ITEMS:

- C38-2019 - Indemnity Agreement/Permit for 2019 ORRC Vernonia Run

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 Amending the County Fee)
Schedule for Vehicle Impoundment) Order No. 6-2019

WHEREAS, Pursuant to ORS 809.720, the Columbia County Sheriff is authorized to collect an administrative fee to cover its actual administrative costs for the impoundment of vehicles; and

WHEREAS, the Columbia County Sheriff has determined that \$100.00 is sufficient to cover its actual administrative costs for vehicle impoundments;

NOW, THEREFORE, IT IS HEREBY ORDERED that the County Fee Schedule is amended to incorporate a fee of \$100.00 for vehicle impoundments for offenses specified in ORS 809.720, as amended. The Sheriff shall collect the fee prior to release or authorizing release of such an impounded vehicle.

DATED this _____ day of _____, 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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Application No. PA 18-01 and ZC 18-02 by Scott Winegar for Warren Community Fellowship to Amend the Comprehensive Plan Map and Zoning Map of 7.4-Acres to Relocate the Columbia County Christian School

ORDINANCE NO. 2019-4

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

SECTION 1. TITLE

This Ordinance shall be known as Ordinance No. 2019-4.

SECTION 2. AUTHORITY

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

SECTION 3. PURPOSE

The purpose of this Ordinance is to amend the Columbia County Comprehensive Plan Map (“Comprehensive Plan Map”) designation from Rural Residential to Community Service and the Columbia County Zoning Map (“Zoning Map”) designation from Rural Residential - 2 Acre (RR-2) to Community Service - Institutional (CS-I) for a 7.4-acre property located at 34740 Church Road (Tax Map Number 4119-AC-00700) in Warren, Oregon, to allow for the relocation of the Columbia County Christian School, which is currently located on the parcel to the south in conjunction with the Warren Community Fellowship Church.

SECTION 4. PROCEDURAL HISTORY

Planning staff deemed Application No. PA 18-01 and ZC 18-02 complete on April 12, 2018. Following public notice, this matter came before the Columbia County Planning Commission (“Planning Commission”) for a public hearing on June 4, 2018. The Planning Commission recommended denial of the proposed application based on findings that the subject property did not have a proven method of wastewater disposal.

Following public notice, this matter came before the Board of Commissioners (“Board”) for a public hearing on July 25, 2018. At the hearing, the applicant introduced a Preliminary Septic Report intended to show that a wastewater disposal system could be installed at the subject property to adequately support the proposed uses. To allow staff an opportunity to review the

newly introduced evidence, the Board continued the hearing to August 29, 2018. On August 1, the County Planning Manager informed the applicant that the report did not adequately address the wastewater disposal system issue. On August 22, 2018 the applicant requested the Board postpone the August 29, 2018 hearing in order to allow him more time to submit the necessary information. On August 29, 2018, the Board continued the hearing to December 5, 2018. At the December 5, 2018 hearing, the Board heard testimony, deliberated and voted to tentatively approve the application without conditions.

SECTION 5. AMENDMENT AND AUTHORIZATION

1. The Board hereby approves Application No. PA 18-01 and ZC 18-02.
2. The Board hereby amends the Comprehensive Plan Map to change the designation from Rural Residential to Community Service for the property at 34740 Church Road (Tax Map Number 4119-AC-00700) in Warren, Oregon.
3. The Board hereby amends the Zoning Map to change the designation from Rural Residential - 2 Acre (RR-2) to Community Service - Institutional (CS-I) for the property at 34740 Church Road (Tax Map Number 4119-AC-00700) in Warren, Oregon.

SECTION 6. FINDINGS

The Board adopts the Findings of Fact and Conclusions of Law in the Supplemental Staff Report dated November 28, 2018, attached hereto and incorporated herein as Exhibit A, and the Staff Report dated July 18, 2018, attached hereto and incorporated herein as Exhibit B, 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.

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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

**COLUMBIA COUNTY BOARD OF COMMISSIONERS
SUPPLEMENTAL STAFF REPORT**

November 28, 2018

Zone Change and Comprehensive Plan Map Amendment

HEARING DATE: December 5, 2018

FILE NUMBER: PA 18-01 & ZC 18-02

APPLICANT: Scott Winegar, 56523 Columbia River Highway, St. Helens, OR 97051

OWNER: Warren Community Fellowship Church, 56523 Columbia River Highway, St. Helens, OR 97051

SITE LOCATION: The site is located on Church Road, bordering the Warren Community Fellowship Church property in back, to the west.

TAX MAP No: 4119-AC-00700

**PRESENT COMPREHENSIVE
PLAN DESIGNATION:** Rural Residential

**PROPOSED COMPREHENSIVE
PLAN DESIGNATION:** Community Service

PRESENT ZONING: Rural Residential - 2 (RR-2)

PROPOSED ZONING: Community Service-Institutional (CS-I)

SITE SIZE: ± 7.4 Acres

REQUEST: To amend the County's Comprehensive Plan Map from Rural Residential to Community Service and the County's Zoning Map from Rural Residential-2 (RR-2) to Community Service-Institutional (CS-I) to allow for the relocation of the Columbia County Christian School (CCCS)

SUMMARY:

On April 12, 2018, the application for a Comprehensive Plan Map Amendment and Zone Change was accepted as complete from Scott Winegar, who represents the Columbia County Christian School. This Comprehensive Plan Map Amendment proposes to change the zoning designation of a 7.4 acre parcel that is currently zoned Rural Residential, to Community Service Institutional in order to relocate the existing Columbia County Christian School from the Warren Community Fellowship property to the south.

The Columbia County Planning Commission heard this proposal on June 4, 2018 along with the

Staff Report dated May 25, 2018 and testimony for and against from neighboring property owners. The Planning Commission recommended that the Board of County Commissioners deny the request for a Comprehensive Plan Map Amendment based on the findings that the subject parcel did not have a proven method of waste water disposal.

On July 25, 2018 the Columbia County Board of Commissioners heard the Staff Report dated July 18, 2018 as well as testimony from the applicant and neighbors for and against the proposed Comprehensive Plan Map Amendment. The Board voted to postpone the hearing until August 29, 2018 so that Staff would have adequate time to review the recently submitted "Preliminary Site Evaluation", prepared by Environmental management Systems, Inc. (EMS). Both the State DEQ and Columbia County Sanitarian determined that the EMS report was not adequate to determine if the site is suitable for a septic system which would support a design flow of 2,725 gallons per day. Staff recommended that the applicant apply for a septic lot evaluation through either DEQ or the county to demonstrate that a suitable area is available, including test pits for localized soil evaluations.

On August 22, 2018, the applicant requested a postponement to allow for more time to gather the necessary information for the septic lot evaluation. On August 29, 2018, the Board granted a continuance of the hearing until December 5, 2018 to allow adequate time for the applicant to prepare the necessary measures to prove that an on-site waste water disposal system is feasible for the subject property with the intended use as a school.

Through communications between the Department of Environmental Quality and the Columbia County Sanitarian, DEQ made the determination that the daily flow rate can be based on historical water usage data for the existing school. This authorized the county to review the proposal of a septic lot evaluation rather than seeking approval of a Water Pollution Control Facility (See attached communications). On October 16, 2018, the applicant submitted a septic lot evaluation (192-18-00301-EVAL) to the county which included a staked out plan of how the septic drainfield would be laid out. The County Sanitarian reviewed the drainfield layout as well as test holes on the subject property and concluded that a septic system could be approved for the proposed use.

The remainder of this report will amend affected findings in the July 18, 2018 Board of County Commissioners Staff Report based on supplemental information received from the applicant, addressing the feasibility of on-site waste water disposal for the proposed school.

Finding 1:

Columbia County Comprehensive Plan Part XIV (Public Facilities & Services) & Statewide Planning Goal 11 (Public Facilities and Services): The goal of Part XIV is to plan and develop a timely, orderly, and efficient arrangement of public services as a framework for urban and rural development. Policy 2 of the Public Facilities and Services section states, "Require that the level of facilities and provided be appropriate for, but limited to, the needs and requirements of the area(s) to be served. The types and level of public facilities allowed within Rural Residential, Rural Center, Existing Commercial, and Rural Industrial areas are: A. Public or community

water systems. B. Public or community sewage systems. C. Collector and/or arterial street systems. D. Fire protection by a rural fire protection district, or an equivalent level of service". Also, Goal 11 requires local governments "to plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development." While this area is not a part of any incorporated city or within an urban growth boundary, it does provide some types of public facilities and services.

The subject property is approximately 7.4 acres and located in an area of relatively high density rural, single-family developments. The area is served by Warren Water Association and the applicants propose to utilize their services for future development. The applicant has not submitted any documentation stating that Warren Water is willing and able to serve this intended new use, however on May 18, 2018 Warren Water submitted comments stating that they have reviewed the requested Zone Change and Comprehensive Plan Map Amendment and have no objections to its approval as submitted.

There are no public stormwater facilities in the vicinity. The subject property is within a natural drainage area including Warren Creek basin. Staff notes that a private engineered stormwater and erosion control plan will be required at the time of Site Design Review.

The subject property is served by the Columbia County Sheriff as well as Columbia River Fire and Rescue. No comments were received by either as part of this proposal, however prior to the approval of the Site Design Review, setbacks, access and fire flow for the planned school shall be reviewed and approved by Columbia River Fire and Rescue.

There are no public sewage disposal facilities located within the vicinity of this site. However, since the initial Board of Commissioners hearing (July 25, 2018), the applicant has submitted an approved Septic Lot Evaluation (192-18-00301-EVAL) that shows the proposed school can be supported by an approved on-site septic system based on the historic water usage data provided to the county.

With this new information and an approved septic lot evaluation for the subject property, Staff finds that Part XIV of the Comprehensive Plan as well as Goal 11 of the Statewide Planning Goals have been satisfied.

Columbia County Zoning Ordinance:

Section 1502.1(A)(3) Adequate Facilities, Services and Transportation Networks

3. The property and affected area are presently provided with adequate facilities, services, and transportation networks to support the use, or such facilities, services, and transportation networks are planned to be provided concurrently with the development of the property.

Finding 2: The subject property is currently provided with adequate facilities in terms of water, transportation networks, and emergency services to support the proposed map amendment and zone change for the relocation of the private Christian School. Neither the County Road

Department nor Oregon Department of Transportation requested a transportation impact analysis because the use is already existing and the access will not change with this proposal. On-site wastewater facilities have been proven to be feasible based on the septic lot evaluation 192-18-000301-EVAL which takes into account the historic water usage data of the existing school with extrapolation for higher usage in the future. Staff finds that with this approved lot evaluation, the applicant has shown that the proposed use of the property can be properly supported by an authorized wastewater disposal system. With this documentation, staff finds that this criteria is met.

CONCLUSION, & RECOMMENDED DECISION & CONDITIONS:

Based on the facts, findings and comments herein, of the original staff report dated July 18, 2018 and the supplemental staff report dated November 28, 2018, the Planning Director recommends **APPROVAL** of this Major Map Amendment (PA 18-01 & ZC 18-02) to change the Comprehensive Plan Map designation from Rural Residential to Community Service and the Zoning Map designation from Rural Residential-2 (RR-2) to Community Service-Institutional (CS-I) for the ± 7.4 acre subject property, identified by tax map # 4119-AC-00700, subject to the following condition:

1. Prior to obtaining any development permits, the applicant shall apply for Site Design Review in accordance with the Columbia County Zoning Ordinance.

Attachment: September 18, 2018 Communication between sanitarian and DEQ

**COLUMBIA COUNTY BOARD OF COMMISSIONERS
STAFF REPORT**

July 18, 2018

Zone Change and Comprehensive Plan Map Amendment

HEARING DATE: July 25, 2018

FILE NUMBER: PA 18-01 & ZC 18-02

APPLICANT: Scott Winegar, 56523 Columbia River Highway, St. Helens, OR 97051

OWNER: Warren Community Fellowship Church, 56523 Columbia River Highway, St. Helens, OR 97051

SITE LOCATION: The site is located on Church Road, bordering the Warren Community Fellowship Church property in back, to the west.

TAX MAP No: 4119-AC-00700

**PRESENT COMPREHENSIVE
PLAN DESIGNATION:** Rural Residential

**PROPOSED COMPREHENSIVE
PLAN DESIGNATION:** Community Service

PRESENT ZONING: Rural Residential - 2 (RR-2)

PROPOSED ZONING: Community Service-Institutional (CS-I)

SITE SIZE: ± 7.4 Acres

REQUEST: To amend the County's Comprehensive Plan Map from Rural Residential to Community Service and the County's Zoning Map from Rural Residential-2 (RR-2) to Community Service-Institutional (CS-I) to allow for the relocation of the Columbia County Christian School (CCCS)

APPLICABLE REVIEW CRITERIA:

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Columbia County Zoning Ordinance

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APPLICATION COMPLETE: 4/12/18

150-DAY DEADLINE: Not Applicable
(ORS 215.427(7))

BACKGROUND:

The applicant, Scott Winegar for Warren Community Fellowship Church, proposes a County Comprehensive Plan Map Amendment and Zone Change for an approximate 7.4 acre property located near the intersection of Highway 30 and Church Road. Currently, the subject property has a comprehensive plan map designation of Rural Residential and a zoning designation of Rural Residential - 2 (RR-2). The request is to amend the comprehensive plan map from Rural Residential to Community Service and the zoning from RR-5 to Community Service - Institutional (CS-I) to allow for the relocation of the Columbia County Christian School, which is currently located on the parcel to the south in conjunction with the Warren Community Fellowship Church.

Need

The Property Owner and Applicant is requesting a Zone Change and Comprehensive Plan

Amendment in order to change the zoning of the subject 7.4 acre property from Rural Residential - 2 (RR-2) to Community Service - Institutional (CS-I). This Zone Change/Plan Amendment is necessary to facilitate the relocation of the Columbia County Christian School (CCCS) which is currently occupying a portion of the Warren Community Fellowship Church property (Tax Lot 4119-AC-00701). The school is a private, faith based organization that offers an accredited education program for students pre-kindergarten through middle school. The school currently enrolls approximately 60-70 students annually.

History

The subject property is located in very close proximity to the historic "center" of Warren, Oregon. Located directly to the east of Highway 30 from the intersection of Church Road and Highway 30 was the original Post Office location. It was once considered to be the Warren town hall. This location was also a station for locomotive travel, both passenger and agricultural products. This area surrounding the intersection of Church Road and Highway 30 has been a central gathering location for the community members of Warren in the past. This "town center" area included commercial establishments, restaurants, churches, and school facilities with residential uses toward the peripheral of this center, further west of Highway 30. The Warren Community Inn was previously located on the southern corner of Church Road and Highway 30, the Warren Baptist Church is located on the northern corner of this intersection, and the Warren Elementary is sited on the corner of Berg Road and Highway 30. This central location of Warren has historically been used as a meeting place for the citizens of Warren and a general place for community services such as schools, churches, post offices, and restaurants.

In 2008, the current facilities used by Columbia County Christian School were reviewed and approved by Land Development Services through a Site Design Review (DR 07-08). This allowed the siting of the current portable classrooms and the use of the Warren Community Fellowship property as a private school. The subject property for which the zone change is requested has been owned by the Warren Community Fellowship Church since approximately 1999 and has been zoned Rural Residential since 1984. This zone change is the first step to siting the existing private school onto the subject property in order for the Warren Community Fellowship congregation to utilize the space where the current school exists.

Site Characteristics

The subject property has frontage along the north property line on Church Road which is a County right of way. Access to the site is obtained from Church Road via a paved driveway. This access is currently being used for the existing school located on Tax Lot 4119-AC-00701, however the church also has access off of Highway 30 which is currently being used for the school traffic as well. Fire services are provided to the site by Columbia River Fire and Rescue.

Currently, the subject parcel contains no improvements other than the existing paved driveway that is used to access the current Christian School. This property does not contain any Big Game Habitat, Threatened Species, or Natural Areas according to the Scappoose-Spitzenberg Area Beak Map. Although, the southern portion of the property contains Warren Creek, which is a fish bearing creek. According to FEMA FIRM Panel 41009C0453D, the southern portion of this

property is located within the floodplain associated with Warren Creek. Also, the property has natural low areas in the central portion which causes pooling throughout the rainy season. According to neighboring property owners, this pooling is very substantial and is a main topic of concern.

The site is surrounded to the north, east, and west by Rural Residential (RR-2) zoned properties and to the south by the existing church and school which is zoned CS-I. RR-2 zoned properties in this area are developed with single-family residential dwellings at fairly high density, with parcels ranging in size from 0.5 acres to approximately 5 acres. A number of neighbors have expressed concerns regarding this proposed Zone Change and Plan Amendment. Land Development Services has received comments from Jessica and Ryan Jaconsen, John Costic, Linda Bolen, Michael Burr, and Steve Pfeiffer. These concerns will be addressed in findings throughout this report.

On June 4, 2018, the requested PA 18-01 & ZC 18-02 was heard and reviewed by the Planning Commission. During this public hearing, the Planning Commission heard testimony in opposition from a number of neighboring property owners and found that the application does not adequately address neighbors' concerns which relate to a number of review criteria. Some of these concerns relate to septic feasibility to support the proposed use, traffic impacts on Church Road, poor drainage on the subject property, protection of the Warren Creek riparian corridor, and noise concerns.

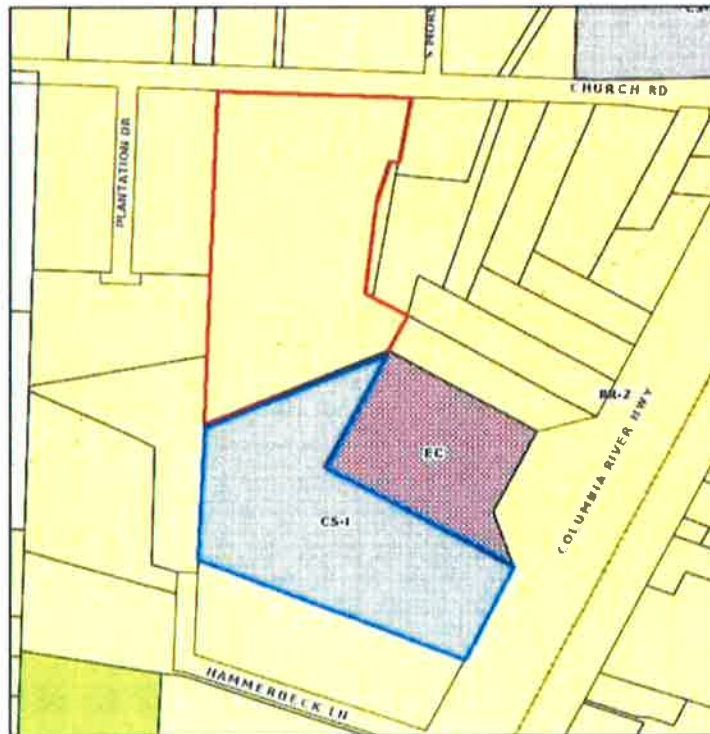
Contents of Report

The remainder of this report will analyze and evaluate the extent to which the proposed map amendment and zone change comply with the applicable provisions of the Columbia County Zoning Ordinance and Comprehensive Plan and Oregon Statewide Planning Goals.

Aerial Photograph



Existing Zoning Map



Subject Parcel. Looking from Church Road



REVIEW CRITERIA, FACTS, ANALYSIS & FINDINGS:

Zoning Ordinance Section 1010 Community Service-Utility

Section 1000 COMMUNITY SERVICE - INSTITUTIONAL CS - I

1001 Purpose: The purpose of this section is to provide for the review and approval of the location and development of special uses which, by reason of their public convenience, necessity, and unusual character or effect on the neighborhood, may not be suitable for listing with the other sections of this Ordinance. The CS-I district is intended to provide a mechanism for the establishment of public and private facilities necessary to meet the demand for the various types of public assemblies and public and private institutional facilities. This district is intended to function as a regular district within the Community Service designation.

1002 Permitted Uses:

- .1 Schools, public or private, and their accompanying sports facilities.

Finding 1: The applicant requests approval of a Comprehensive Plan Map amendment and Zone change to allow for the relocation of a private Christian school on a 7.4 acre property that is currently zoned for Rural Residential. With its current zoning of Rural Residential (RR-2), the subject property can not be developed as a private school. As per Section 1002 of the Columbia County Zoning Ordinance, the Community Service-Institutional zone allows "Schools, public or private, and their accompanying sports facilities." as permitted uses, and is therefore, an

appropriate zoning designation for the proposed use. The appropriateness of the subject property for the proposed land use district and use is reviewed through the proposal's consistency with the Zoning Ordinance, Comprehensive Plan and Statewide Planning Goals. Additionally, prior to development, a Site Design Review will be required to address design standards intended to mitigate potential adverse impacts on surrounding properties of different uses. Staff finds that the intended use for the site is consistent with the purpose and permitted uses of the CS-I Zone.

Continuing with the Columbia County Zoning Ordinance Section 1003

1003 **Restrictions and Conditions:** These public facilities have a direct impact upon adjoining properties. The Commission shall study each request to establish a new CS-I use and shall attach adequate conditions to the approval of a CS-I use to insure the adverse impact of the institutional use upon the adjoining land uses have been mitigated.

Conditions shall include:

- .1 Landscaping, berming, fencing, or screening.
- 2 Increased off street parking.
- .3 Limitations on the type and amount of external lighting.
- .4 Limitations on the number and location of access points which connect with County roads or public ways.
- .5 The Commission may attach as many conditions, such as setbacks, screening, off-street parking and unloading, construction standards, maintenance and landscaping requirements, as it deems necessary to protect the public health, safety, welfare, the adjoining property owners, and the public interest.

Finding 2: Factors as listed in Section 1003 (above) of the Columbia County Zoning Ordinance will be addressed through the Site Design Review process, and conditions necessary to mitigate impacts of the proposed use implemented at that time. Some, but not all, conditions that will be required at the time of Site Design Review will be discussed throughout later findings of this report. Staff finds that the criterion will be met through a subsequent Site Design Review.

- .6 Within an Urban Growth Boundary, a new CS-I use shall be served by public water and public sewer. The Commission may waive the requirement for the connection to public sewer if it can be shown that the proposed use can be safely served in another manner. In this case, the Commission will require the CS-I use be connected to public sewer when it becomes available to the site.

Finding 3: The subject property is not located within an Urban Growth Boundary, and is therefore not required to be connected to public water or sewer. The criterion does not apply.

- .7 Day care centers and private kindergartens shall provide not less than 100 square feet per child of outdoor play area. This area shall not be located in the required front yard unless approved by the Commission.

Finding 4: Although this Zone Change and Plan Amendment does not address the site specific development, the applicant will be required, at the time of development, to identify the amount of outdoor play area based on children attending the private school. Staff finds that the criterion will be met through a future Site Design Review for any proposed development.

Existing School Facilities on Tax Lot 4119-AC-00701



- .9 Churches may not be approved on a lot or parcel which has an area of less than 15,000 square feet.

Finding 5: The proposed new use, after the zone change of the subject parcel, would be for a private, faith based school. A church is not being proposed, although the subject parcel is well over the required 15,000 square foot requirement. Staff finds that this criterion does not apply.

- .10 Off-street parking shall be provided as required in Section 1400.

Finding 6: Off-street parking and any other site specific development will be required to be reviewed and approved through the Site Design Review process following this Zone Change and Plan Amendment. Staff finds this criterion can be met with the submittal of a future Site Design Review.

Continuing with the Columbia County Zoning Ordinance Section 1004

- 1004 Before a new Community Service - Institutional use is approved outside an Urban Growth Boundary, the Commission must find that the CS-I use:
- .1 Is consistent with the character of the area.
 - .2 Will not adversely affect natural resources in the area.
 - .3 Will not conflict with farm or forest use in the area.
 - .4 Will not create any traffic hazards.

Finding 7: According to the application for PA 18-01 and ZC 18-02 this zone change is necessary in order for the property owners to relocate the Columbia County Christian School from Tax Lot 4119-AC-00701 to the subject parcel (Tax Lot 7119-AC-00700). As discussed in the Summary as well as previous findings, the surrounding area is predominantly zoned Rural Residential with three other parcels zoned CS-I and one zoned EC within approximately 1,000 feet of the subject parcel. Two of the three CS-I zoned properties are currently being used as churches (Warren Community Fellowship and Warren Baptist Church) and the other is being used as an elementary school (Warren Elementary).

This proposal will not adversely affect any farm or forest uses since there are no commercial farm or forest operations in the surrounding area. A significant natural resource, Warren Creek, runs through the subject property on the southern portion. The protections of this natural resource will be discussed in detail in subsequent Findings.

During the Pre-Application meeting that was held on March 23, 2017, it was determined by the County Road Department that this proposed Plan Amendment and Zone Change would not require a Traffic Impact Statement. This is because the current school already uses the proposed access off of Church Road and this relocation will not directly result in more students attending the private school. The relocation of the school alone may not result in changes of traffic counts onto Church Road, but if the school were to expand or if another activity is proposed to be conducted on the property, a Traffic Impact Statement may be required at that time. Although, the County Roads Department deemed it unnecessary, comments from neighboring property owners indicate that Church Road is already over burdened by traffic and if the school is moved to the subject property then all traffic would come and go from Church Road rather than the Highway 30 access. Staff received comments from Oregon Department of Transportation on May 17, 2018 which stated that they have no concerns of traffic implications regarding this proposal. Staff finds that this requested Zone Change and Comprehensive Plan Map Amendment will not create any traffic hazards.

Staff finds that the criterion will be met through a subsequent Site Design Review.

Continuing with the Columbia County Zoning Ordinance Section 1015

1005 Standards:

- .1 There is no designated minimum lot or parcel size. The Commission shall review each proposal on a case by case basis and determine if the site is adequate for the proposed use. The site plan shall be reviewed and determined if the site meets all the provisions of this Ordinance, including the off-street parking requirements listed in Section 1400.
- .2 There are no designated minimum setbacks in this district. The applicant shall submit a letter from the Fire Marshall concerning the necessary setbacks for safety. After reviewing the letter and the adjacent land uses, the Commission shall establish setback requirements for each individual site.

Finding 8: The subject property is approximately 7.4 acres in size which is sufficient to accommodate the Christian School and the off-street parking requirements of Section 1400 of the County's Zoning Ordinance. The current school is located on the parcel to the south and takes up approximately 3 acres of the Warren Community Fellowship lot. Parking standards will be addressed through the Site Design Review process.

As discussed in previous findings, any site specific design standards will be reviewed and addressed through the Site Design Review process following approval of the proposed Zone Change and Plan Amendment. The site characteristics of the subject property are suitable for the proposed use. Staff finds that the criterion will be met with a Site Design Review.

Continuing with the Columbia County Zoning Ordinance Section 1450 Trans. Impact Analysis

- 1450** Transportation Impact Analysis Transportation Impact Analysis (TIA) must be submitted with a land use application if the proposal is expected to involve one or more of the conditions in 1450.1 (below) in order to minimize impacts on and protect transportation facilities, consistent with Section 660-012-0045(2)(b) and (e) of the State Transportation Planning Rule.
- .1 Applicability — A TIA shall be required to be submitted to the County with a land use application if the proposal is expected to involve one (1) or more of the following:
 - A. Changes in land use designation, or zoning designation that will generate more vehicle trip ends.

Finding 9: This request is for a Zone Change and Major Comprehensive Plan Map Amendment for the subject 7.4 acre property which is currently zoned RR-2. In comments received on 4/12/18 from the Columbia County Roads Department, they state that the County Road Department is not requiring a Traffic Impact Study. As discussed at the Pre-Application meeting, this activity/development will not change the traffic counts. This is because the school is already

in existence on the adjacent parcel and already utilizes the existing access. However, the Road Department states if the school/church is to expand its operations, or if another activity is to be conducted on the property, a Traffic Impact Study may be required at that time. Also, the Oregon Department of Transportation commented on the proposed Zone Change and Comprehensive Plan Map Amendment and stated that they have no concern over traffic implications regarding this proposal. Staff finds that this criteria has been met.

- B. Projected increase in trip generation of 25 or more trips during either the AM or PM peak hour, or more than 400 daily trips.

Finding 10: The County Road Department does not anticipate an increase in trip generation because the proposal as requested is intended to relocate the existing school facility on the Warren Community Fellowship Church parcel, to the subject parcel. The Road Department stated if the school/church is to expand its operations, or if another activity is to be conducted on the property, a Traffic Impact Study may be required at that time. Staff finds that this criteria is met.

- C. Potential impacts to intersection operations.

Finding 11: As stated in previous Findings, this proposal is for the relocation of the existing Columbia County Christian School facility to the neighboring property. The anticipated development would utilize existing accesses off of Highway 30 and Church Road and would not have further impact on intersections in the surrounding area. Staff finds that this criteria is met.

- D. Potential impacts to residential areas or local roadways, including any non-residential development that will generate traffic through a residential zone.

Finding 12: This proposal is for the Zone Change and Comprehensive Plan Map amendment, to change the subject property from Rural Residential (RR-2) to Community Service (CS-I). The area to the west of the subject property is predominantly residential, however the subject property is in close proximity to the Highway 30 corridor and located on the fringes of the residential areas of Warren. There are no expansions of the school as a result of this zone change therefore it will not create any new impacts to residential or local roadways. It will also not generate any additional traffic through a residential zone. Staff finds that this criteria is met.

- E. Potential impacts to pedestrian and bicycle routes, including, but not limited to school routes and multimodal roadway improvements identified in the TSP.

Finding 13: Church Road currently does not have any existing pedestrian facilities or bicycle routes, nor is it identified for multimodal roadway improvements in the Columbia County Transportation Plan. As stated previously, the intended relocation of the school will not create

further impacts to existing systems. However, at the time of Site Design Review, the applicants may be required to install frontage improvements on Church Road as well as multimodal facilities and infrastructure to support the intended use.

- F. The location of an existing or proposed access driveway does not meet minimum spacing or sight distance requirements, or is located where vehicles entering or leaving the property are restricted, or such vehicles are likely to queue or hesitate at an approach or access connection, thereby creating a safety hazard.

Finding 14: The intended use of the subject property is already occurring on the Warren Community Fellowship Church Property to the south. The existing school is utilizing the existing access, which will not change as a result of this zone change and map amendment. Although, if at the time of Site Design Review, there are expansions to the school facilities, there may be improvements required to support the future school. The County Road Department commented on the proposal and stated that the future, intended development will not change the traffic counts.

- G. A change in internal traffic patterns may cause safety concerns.

Finding 15: This proposal is for the zone change and plan amendment for the subject property and the approval of this zone change does not authorize any site specific development. At the time of development, the internal traffic patterns will be reviewed and approved by the County Road Department. Staff finds this criteria is met.

- H. A TIA is required by ODOT pursuant with OAR 734-051

Finding 16: The application materials were sent to Oregon Department of Transportation on April 16, 2018. ODOT submitted comments for the proposed Zone Change and Comprehensive Plan Map Amendment and stated that they have no concerns over traffic implications for this proposal. Staff finds that this criteria has been met.

- I. Projected increase of five trips by vehicles exceeding 26,000-pound gross vehicle weight (13 tons) per day, or an increase in use of adjacent roadways by vehicles exceeding 26,000-pound gross vehicle weight (13 tons) by 10 percent.

Finding 17: As stated previously, there is no development being proposed with ZC 18-02 and PA 18-01. Because the intended, future use of the subject property is an existing private school that currently utilizes the existing accesses, there will be no change in traffic patterns including vehicles exceeding 26,000 pounds. Staff finds that this criteria is met.

Church Road, North Property Line



Existing Access from Church Road



Continuing with the Columbia County Zoning Ordinance Section 1502 Zone Changes

- .1 Major map Amendments are defined as Zone Changes which require the Comprehensive Plan Map to be amended in order to allow the proposed Zone Change to conform with the Comprehensive Plan. The approval of this type of Zone Change is a 2 step process:
 - A. The Commission shall hold a hearing on the proposed Zone Change, either concurrently or following a hearing on the proposed amendment to the Comprehensive Plan which is necessary to allow the proposed zoning to conform with the Comprehensive Plan. The Commission may recommend approval of a Major Map Amendment to the Board of Commissioners provided they find adequate evidence has been presented at the hearing substantiating the following:
 1. The proposed Zone Change is consistent with the policies of the Comprehensive Plan;
 2. The proposed Zone Change is consistent with the Statewide Planning Goals (ORS 197); and
 3. The property and affected area are presently provided with adequate facilities, services, and transportation networks to support the use, or such facilities, services and transportation

networks are planned to be provided concurrently with the development of the property.

- B. Final approval of a Major Map Amendment may be given by the Board of Commissioners. The Commissioners shall hold a hearing on the proposed Zone Change either concurrently or following a hearing on the proposed Comprehensive Plan Amendment which is necessary to allow the proposed zoning to conform with the Comprehensive Plan. The Board may approve a Major Map Amendment provided they find adequate evidence has been presented substantiating the following:
1. The proposed Zone Change is consistent with the policies of the Comprehensive Plan;
 2. The proposed Zone Change is consistent with the Statewide Planning Goals (ORS 197); and
 3. The property and affected area are presently provided with adequate facilities, services, and transportation networks to support the use, or such facilities, services, and transportation networks are planned to be provided concurrently with the development of the property.

Finding 10: The subject application is being processed as a Major Map Amendment because a Comprehensive Plan Map Amendment is necessary to allow the Zone Change, from Rural Residential-2 (RR-2) to Community Service-Institutional (CS-I), to conform with the Comprehensive Plan. In order for the zoning to be changed as described, the Comprehensive Plan Map shall be changed from Rural Residential to Community Service. The Planning Commission will hear the matter and make a recommendation to the Board of Commissioners. The Board of Commissioners will review all testimony and make a decision to approve, approve with conditions, or deny the application.

Consistency with the policies of the Comprehensive Plan and the Oregon Statewide Planning Goals are reviewed throughout this report. The goals and policies of the Comprehensive Plan are addressed in Findings 15-25 and the Statewide Planning Goals are addressed in Findings 26-33. Likewise, the availability and adequacy of public facilities and services necessary to support the proposed use are discussed through the analyses of the proposal's consistency with the Comprehensive Plan and Planning Goals, and specifically, Findings 34, 20 and 32 of this report.

Continuing with Columbia County Zoning Ordinance Section 1603

Section 1603 Quasi-judicial Hearing As provided elsewhere in this ordinance, the Hearings Officer, Planning Commission, or Board of Commissioners may approve certain actions which are in conformance with the provisions of this ordinance. Zone Changes, Conditional Use Permits, Major Variances, and Temporary Use Permits shall be reviewed by the appropriate body and may be approved using the following procedures:

- .1 The applicant shall submit an application and any necessary supplemental information as required by this ordinance to the Planning Department. The application shall be reviewed for completeness and the applicant notified in writing of any deficiencies. The application shall be deemed complete upon receipt of all pertinent information. If an application for a permit or zone change is incomplete, the Planning Department shall notify the applicant of exactly what information is missing within 5 days of receipt of the application and allow the applicant to submit the missing information. The application shall be deemed complete for the purpose of this section upon receipt by the Planning Department of the missing information. *[effective 7-15-97]*
- .2 Once an application is deemed complete, it shall be scheduled for the earliest possible hearing before the Planning Commission or Hearings Officer. The Director will publish a notice of the request in a paper of general circulation not less than 10 calendar days prior to the scheduled public hearing. Notices will also be mailed to adjacent individual property owners in accordance with ORS 197.763. *[effective 7-15-97]*

[Note: ORS 197.763 requires 20 days notice (or 10 days before the first hearing if there will be 2 or more hearings), and that notice be provided to property owners within 100' (inside UGBs), 250' (outside UGBs), or 500' (in farm or forest zones).]

- .3 At the public hearing, the staff, applicant, and interested parties may present information relevant to the criteria and standards pertinent to the proposal, giving reasons why the application should or should not be approved, or what modifications are necessary for approval. *[effective 7-15-97]*
- .4 Approval of any action by the Planning Commission at the public hearing shall be by procedure outlined in Ordinance 91-2. *[effective 7-15-97]*

Finding 11: Warren Community Fellowship submitted an application for a Major Map Amendment on April 2, 2018. The application was deemed complete on April 12, 2018 and scheduled to be heard at the Planning Commission's June 4, 2018 meeting. The 35-day notice was mailed to the Department of Land Conservation and Development (DLCD) on April 13, 2018. Notice of this application was mailed to surrounding property owners within 250 feet of

the subject site on April 16, 2018. Finally, notice of the application and public hearing has been published in the *Chronicle* and the *Columbia County Spotlight* on May 23 and May 25, 2018. This notice was published at least 10 calendar days prior to the June 4, 2018 public hearing date. Public notification procedures as outlined by Section 1603 for Quasi-judicial hearings were followed for this proposal. Public hearing procedures will be followed in accordance with this Section and Ordinance 91-2. For the Board hearing, notice was provided to local papers for publication and sent to neighboring property owners on June 28, 2018. News paper publication was on July 6, 2018.

Continuing with Columbia County Zoning Ordinance Section 1605

Section 1605 Zone Change - Major Map Amendment:

The hearing for a major map amendment shall follow the procedure established in Sections 1502, 1502.1, 1502.1A and 1502.1B. This hearing cannot result in the approval of a major map amendment. The Commission may make a recommendation to the Board of Commissioners that such a zone change be granted. Approval by the majority of the Commission is necessary in order to make recommendation to the Board of Commissioners. The Board of Commissioners hearing on the proposed zone change - major map amendment will be on the record unless a majority of the Board votes to allow the admission of new evidence.

Finding 12: The hearing for this application is a Major Map Amendment and will follow the procedures established in Sections 1502, 1502.1 (A and B) as described in previous Findings. The Planning Commission will hold a public hearing and make a recommendation to the Board of Commissioners. The Board of Commissioners will then hold a hearing and make a formal decision to allow, allow with conditions, or prohibit the proposed Comprehensive Plan Map Amendment and Zone Change.

Continuing with Columbia County Zoning Ordinance Section 1607

Section 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 13: As discussed in previous Findings, the request to change the Zoning Ordinance Map from RR-2 to CS-I also requires a Comprehensive Plan Map Amendment from Rural Residential to Community Service. This application is being processed as a Major Map Amendment, involving amendments to both the Comprehensive Plan Map and Zoning Map. The zone changes' consistency with the Comprehensive Plan is discussed in the findings that follow.

The Planning Commission public hearing was held on the proposed amendments on June 4, 2018. They made a recommendation, with regard to the amendments, to the Board of Commissioners, which is scheduled to be heard on July 25, 2018. This is a quasijudicial hearing. Notice of the Planning Commission hearing followed the procedures set forth in Sections 1603 and 1608 of the County's Zoning Ordinance. Notice of the Board of Commissioners hearing also followed the procedures of Section 1608. Staff finds that the criterion is met.

Continuing with Columbia County Zoning Ordinance Section 1608

1608 Contents of Notice: Notice of a quasijudicial hearing shall contain the following information:

- .1 The date, time, and place of the hearing;
- .2 A description of the subject property, reasonably calculated to give notice as to the actual location, including but not limited to the tax account number assigned to the lot or parcel by the Columbia County Tax Assessor;
- .3 Nature of the proposed action;
- .4 Interested parties may appear and be heard;
- .5 Hearing to be held according to the procedures established in the Zoning Ordinance.

Finding 14: Notice of the Planning Commission's public hearing was published in the *Chronicle* and the *Spotlight* on May 23, 2018 and May 25, 2018, and contained all information required by Section 1608 of the Columbia County Zoning Ordinance. For the second public hearing by the Board of Commissioners, a similar notice, containing all applicable information as outlined in Section 1608, and published in the *Spotlight* on July 6, 2018.

Section 1502.1(A)(1) Consistency with the Comprehensive Plan

THE FOLLOWING POLICIES OF THE COUNTY'S COMPREHENSIVE PLAN APPLY TO THIS PROPOSAL (THOSE NOT LISTED ARE NOT APPLICABLE):

Finding 15:

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. Additionally, the Scappoose-Spitzenberg Citizen Planning Advisory Committee was notified of the proposed Comprehensive Plan Map Amendment and Zone Change. While this CPAC does not frequently hold meetings, there are discussions within the CPAC members through a telephone survey conducted by the Chair, Michael Sheehan. Land Development Services received comments on April 24, 2018 from the CPAC which voted 6-0 in favor of approval with certain concerns. These concerns consist of increased traffic should lead to lower speed limits on Church Road, the applicant should be required to show that adequate water facilities are available, and the applicant shall show the feasibility of onsite sewage disposal facilities.

Land Development Services also has received comments from a number of neighboring property owners regarding this proposal. These property owners include Jessica and Ryan Jacobsen, John Costic, Linda Bolen, Michael Burr, and Steve Pfeiffer. The comments, which are attached, outline shared concerns including; traffic congestion onto Church Road, increased noise and light pollution into a rural neighborhood, water drainage, septic capacity, decreased home values, and the lack of transparency from the applicant to the neighboring community. The email received on May 7, 2018 from Ryan Jacobsen outlines the attempts that neighbors have made to be a part of this zone change process and the lack of information given.

In the application, the applicant's response to Part II - Citizen Involvement relied heavily on the county's process of public notification and the procedural requirements for two separate public hearings including the Planning Commission and the Board of Commissioners. Since the June 4, 2018 Planning Commission meeting, staff has received communication from a neighboring property owner which shows that the applicant has set up a survey that was sent out to neighbors regarding this proposal. Staff does not have any information on who it was sent out to, or the information that was gathered as a result of this survey.

Based on County government notifications, the opportunity for two public hearings (Planning Commission and Board of Commissioners), and Citizen Planning Advisory Committee comments and recommendations. Staff finds that Part II (Citizen Involvement) of the Comprehensive Plan has been satisfied.

Continuing with Columbia County Comprehensive Plan (Planning Coordination)

Finding 16:

Part III (Planning Coordination): requires coordination with affected governments and agencies. In accordance with Section 1603 of Columbia County's Zoning Ordinance, ORS 215.060 and ORS 197.610, the County provided notice of the hearing with the opportunity for comments to DLCD, the Scappoose-Spitzenberg CPAC members, affected property owners, and other relevant governmental entities. Any and all comments, received as of the date of this report, are discussed under COMMENTS RECEIVED below.

Additionally, this Comprehensive Plan Map Amendment is subject to the Quasi-judicial public hearing process and is heard by the Planning Commission (for a recommendation) and by the Board of County Commissioners (for a decision). These hearings are advertised and open to the public and provide additional opportunity for public comment. The Planning Commission hearing is scheduled for June 4, 2018 which will be followed by a hearing of the Board of County Commissioners that has yet to be scheduled. All of these requirements have and will be satisfied through the public notice process. Staff finds that the criterion is met.

Continuing with Columbia County Comprehensive Plan (Housing)

Finding 17:

Part VI (Housing): The housing goal is to provide for the housing needs of the citizens of Columbia County by allowing adequate flexibility in housing location, type and density. The subject property is currently vacant and has been owned by the Warren Fellowship Church since the late 1990's. It is currently zoned RR-2 which would allow 2-3 additional dwellings to be developed on the subject property depending on the availability of private facilities to support this residential use. In the application, the applicant states that the proposed Zone Change and Plan Amendment from Rural Residential to Community Service will result in nominal reduction in the amount of buildable land available for residential construction. Given the zoning and current development pattern in the vicinity of the subject property, there appears to be a number of vacant residential parcels that have yet to be developed. Also, the subject property has had at least six lot evaluations conducted in different locations on the property since 2005. Of these lot evaluations only one was approved, located in the southern portion of the property on the high area. Although there is enough acreage for three potential homesites, the onsite facilities required to support three homes would be a limiting factor for development even if the property were to maintain its Rural Residential zoning designation.

Although the request does not provide additional housing for the County, the request also does not contradict the housing goal to "allow adequate flexibility in housing type, location and

density." Staff finds that the proposed map amendment and zone change is not inconsistent with Part VI (Housing) of the Comprehensive Plan and that said section has been satisfied.

Continuing with Columbia County Comprehensive Plan (Rural Residential)

Finding 18:

Part VII (Rural Residential): The rural residential goal is to provide for the continuation and needed expansion of rural residential uses on those lands where a valid exception to forest goals has been justified. Columbia County has a pattern of rural residential uses where rural homesites are located along or close to public roads or clustered near intersections and have an average density of one unit per ten acres or less. Lands that were "built and committed" to non-resource use at the time of zoning (1984), and that were generally developed for residential purposes, were zoned Rural Residential (RR-5 or RR-2). Although the subject property has never been a residential site, it is located amongst other residential properties and was zoned accordingly.

As discussed in Finding 20, Policy 18 of the Public Facilities and Services section of the Comprehensive Plan is to "designate parcels supporting public and private facilities and services as Community Service in the Comprehensive Plan and implement this plan designation through three zoning designations: (A) Community Service Utility - CSU, (B) Community Service Institutional - CSI, and C) Community Service Recreation - CSR." Policy 19 goes on to state, "Designate as Community Service Institutional (CSI) those lands that: (A) Support various types of public and private institutional facilities existing as of the date of this ordinance; or (B) Are needed to support public and private institutional facilities which can be shown to satisfy the minimum standards set out in the implementing ordinances."

As discussed in the previous Finding, pertaining to Housing, the subject property has never been used as a residential property and, most likely, will not be used residentially in the future due to limitations with the onsite septic systems, which will be discussed in later findings. Changing the site's zoning from RR-5 to CS-I will not prohibit the continuation of an existing rural residential use, as the property has never been developed residentially. Finally, the proposed map amendment and zone change will likely not interfere with the expansion of rural residential uses on lands where a valid exception to forest goals has been justified because the site is only eligible for 1-3 single-family dwellings based on the two acre minimum lot size of the RR-2 Zone and the ± 7.4 acre parcel size of the subject property. The loss of approximately 7.4 acres of Rural Residential land is not detrimental to the continuation and needed expansion of Rural Residential uses in the County. Staff finds that Part VII (Rural Residential) of the Comprehensive Plan has been satisfied.

Continuing with Columbia County Comprehensive Plan (Transportation)

Finding 19:

Part XIII (Transportation): The goal of part XIII is the creation of an efficient, safe, and diverse transportation system to serve the needs of Columbia County residents. The subject property has frontage on Church Road, which is a county right-of-way, and gains access to the site from this roadway. However, there is another access off of Highway 30 which has been used by the Warren Community Fellowship Church. Church Road is a paved, two lane roadway with a 60 foot right-of-way. This proposal requests the relocation of the Columbia County Christian School from the Warren Community Fellowship property to the subject property, which should not generate additional traffic. This is because there is no proposed increase of students or activities that will utilize the existing access.

Policy 2 of the Transportation section of the Comprehensive Plan is applicable to this project. Policy 2 requires the dedication of adequate right-of-way to meet the standards set in the Transportation Plan if a zone change is requested. Although this map amendment and zone change is specific to tax lot 4119-AC-00700, the school is already operating on the adjacent parcel 4119-AC-00701 and is currently utilizing the access onto Church Road for the existing school facilities. In the submitted application, the applicant states that the property also has a secondary access from Highway 30 via the property that is occupied by Warren Community Fellowship Church. During the Pre-Application meeting, it was determined by the County Roads Department that this project would not require a TIA due to the fact that the access was already being used by the existing school facilities and the number of students and activities would not be increasing. Oregon Department of Transportation also submitted comments on May 17, 2018 and stated that they have no concerns on the traffic implications for this requested zone change. Although numerous comments received from neighboring property owners regarding traffic concerns. They state, in part, that Church Road is already overburdened by the traffic increase occurring with homes being built in the area and relocating the school facilities will only increase the traffic congestion over time.

As stated in previous Findings throughout this report, the Zone Change and Comprehensive Plan Amendment is requested in order to move the existing private school facilities from the Warren Community Fellowship Church property to the subject property, utilizing the same accesses that are currently in use. The safety and efficiency of the transportation network in the area, including that of Church Road, should not be compromised as a result of this proposal. Staff finds that Part XIII of the Comprehensive Plan has been satisfied.

Continuing with Columbia County Comprehensive Plan (Public Facilities and Services)

Finding 20:

Part XIV (Public Facilities & Services): The goal of Part XIV is to plan and develop a timely, orderly, and efficient arrangement of public services as a framework for urban and rural development. Policy 2 of the Public Facilities and Services section states, "Require that the level of facilities and provided be appropriate for, but limited to, the needs and requirements of the area(s) to be served. The types and level of public facilities allowed within Rural Residential, Rural Center, Existing Commercial, and Rural Industrial areas are: A. Public or community water systems. B. Public or community sewage systems. C. Collector and/or arterial street systems. D. Fire protection by a rural fire protection district, or an equivalent level of service". While this area is not a part of any incorporated city or within an urban growth boundary, it does provide some types of public facilities and services.

The subject property is approximately 7.4 acres and located in an area of relatively high density rural, single-family developments. The area is served by Warren Water Association and the applicants propose to utilize their services for future development. The applicant has not submitted any documentation stating that Warren Water is willing and able to serve this intended new use, however on May 18, 2018 Warren Water submitted comments stating that they have reviewed the requested Zone Change and Comprehensive Plan Map Amendment and have no objections to its approval as submitted.

There are no public stormwater facilities in the vicinity. The subject property is within a natural drainage area including Warren Creek basin. Staff notes that a private engineered stormwater and erosion control plan will be required at the time of Site Design Review. An email from Ryan Jacobsen dated May 6, 2018 shows pictures of the subject parcel from 2015 and 2017 with a large pond in the central portion of the property, described as a "lake". The neighbors also question, if a school is sited in the portion of the parcel where there is poor drainage, what is going to happen to all of the water.

There are no public sewage disposal facilities located within the vicinity of this site. The property does have an approved lot evaluation (LOV 07-065) for an alternative sand filter septic system, however this septic system would only provide enough flow for a four-bedroom residence. The County Sanitarian commented on this proposal and stated, "detailed septic feasibility will be required for subsequent site design review process". The applicant has not shown that the proposed use of the subject property is able to be supported by an approved method of waste water disposal. Also, comments received from neighbors are very skeptical that a system that can handle this proposed private school is able to be approved on the subject property.

The subject property is served by the Columbia County Sheriff as well as Columbia River Fire and Rescue. No comments were received by either as part of this proposal, however prior to the approval of the Site Design Review, setbacks, access and fire flow for the planned school shall be reviewed and approved by Columbia River Fire and Rescue.

With no evidence showing that a septic system can be designed to handle the proposed use for this Zone Change and Comprehensive Plan Map Amendment, Staff finds that this criteria has not been met. Staff finds that Part XIV of the Comprehensive Plan has not been satisfied.

Continuing with Columbia County Comprehensive Plan (Energy Conservation)

Finding 21:

Part XV (Energy Conservation): The purpose of this Part of the Comprehensive Plan is to strive for an energy efficient land use pattern base upon sound economic principles. Policy 6 states, "Commercial will be encouraged to locate within or adjacent to residential areas to limit the energy consumed by travel between residential and shopping areas". As stated in previous findings, the existing school is located on the adjacent parcel with the Warren Community Fellowship Church. The applicant states, given that the school is already existing, the relocation to adjacent property is not expected to result in any increase in energy consumption. By allowing the school to relocate to the adjacent property, it will keep the school in close proximity to the residential area where the students reside. Staff finds that this request will not result in an increase of energy consumption.

Continuing with Columbia County Comprehensive Plan (Open Space, Scenic, Historic and Natural Areas)

Finding 22:

Part XVI (Goal 5: Open Space, Scenic and Historic Areas, and Natural Areas): The purpose of this Part of the Comprehensive Plan is to conserve open space and protect the identified natural and scenic resources in Columbia County as defined by Statewide Planning Goal 5 and the related administrative rule. In order to meet the requirements of Statewide Planning Goal 5, the proposal's impacts on Fish and Wildlife Habitat and Water Resources shall be evaluated. Other resources identified by Goal 5 that are not listed, are not applicable to this request.

The purpose of this Part of the Comprehensive Plan is to conserve open space and protect the identified natural and scenic resources in Columbia County as defined by Statewide Planning Goal 5 and the related administrative rule.

Article VIII. Fish and Wildlife Habitat: The Goal of Article VIII is to protect and maintain important habitat areas for fish and wildlife in Columbia County. The County's Comprehensive Plan discusses Big Game, Columbian White-Tailed Deer, Fish, Furbearer, Waterfowl, Non-Game Wildlife and Upland Game Habitats. According to the Oregon Department of Forestry's Stream Classification Maps, Warren Creek, which runs through the southern portion of the

subject property is a fish bearing stream. In the submitted application, the applicant responded to this criteria, *"It is important to note any future development of this property will require conformance to the County's Zoning Code (i.e. Section 1170, Riparian Corridors, Wetlands, water Quality and Fish/Wildlife habitat Protection Overlay and Section 1185, Natural Features Overlay) as well as State and Federal Regulations"*. In addition to the conformance with the mentioned Sections of the Zoning Ordinance, all development shall be reviewed with Section 1100 Flood Hazard Overlay to ensure all development is located outside of the floodplain associated with Warren Creek. Based on the proposed site plan, all development will be located in the northern portion of the property, away from the riparian corridor. The application also states that the riparian corridor is considered a valuable environmental and educational resource to the school. The presence of this resource on the subject property offers many opportunities for environmental education as well as ecology. These development standards also apply to Article X - Wetlands. Section B of Article X states that riparian boundaries for fish-bearing streams and rivers with an average annual stream flow of less than 1,000 cubic feet per second shall be 50-feet from the top-of-bank. Staff finds that the future development of the property shall not encroach nor threaten the 50' riparian corridor for this fish bearing stream. This proposal is found to be consistent with Part XVI of the Comprehensive Plan, with conditions of Site Design Review.

Driveway from Church Road with Warren Creek Riparian Area



Continuing with Columbia County Comprehensive Plan (Recreation Needs)

Finding 23:

Part XVII (Recreation Needs): The Goal of the Recreation Needs section is to satisfy the recreational needs of the citizens of Columbia County and its visitors. Although this proposal will not include the establishment of a public park, the applicant states that if the property were to be partitioned for residential use, creating three additional homesites to the area, that would create more of a need for additional parks in the vicinity. The proposed Zone Change and Comprehensive Plan Map Amendment will not directly affect the need for a park within the vicinity as no development is being proposed. However, the amount of available recreation land will increase in the vicinity due to the development of playgrounds, athletic fields and indoor gymnasium space. The school will be private, but could potentially be used by the general public through agreements with the Columbia County Christian School. With this possible increase of recreational opportunities, staff finds that this proposal would potentially help satisfy the overall goal of Part XVII of the Comprehensive Plan.

Continuing with Columbia County Comprehensive Plan (Air, Land and Water)

Finding 24:

Part XVIII (Air, Land and Water): The Goal of this Section of the Comprehensive Plan is to maintain and improve land resources and the quality of the air and water of the County. Policy 1 of this Part aims to work with the appropriate State and Federal agencies to ensure that State and Federal water, air, and land resource quality standards are met. As discussed in previous findings, the applicant states that any future development that is proposed on the subject property will be required to be in conformance to the County's Zoning Code as well as State and Federal regulations that protect the quality of air, water and land resources. Staff finds that this proposal will comply with this Section of the Comprehensive Plan, with conditions for Site Design review.

Continuing with Columbia County Comprehensive Plan (Natural Disasters and Hazards)

Finding 25:

Part XIX (Natural Disasters and Hazards): The Floodplain section of Part XIX is applicable to this application. The Goal of the Floodplain section is to eliminate or reduce the economic and social costs created by flood caused damages. Policies 2 and 3 are relevant to this proposal as Policy 2 states, "Any new development with the flood plain shall be designed to avoid damage from flooding and to minimize the damage potential to other developments or properties". Policy 3 states, "Open space uses such as recreation or agriculture shall be encouraged within identified

flood plain areas". As stated in previous findings, according to FEMA FIRM 41009C0453D, the southern portion of the property contains identified floodplains that are associated with Warren Creek. There is no development proposed as part of this request, however the applicant states that all structures will be site outside of this floodplain area. Also, according to the submitted proposed site plan, the proposed school will be located in the northern portion of the subject property and the recreational, multi-use field will be located closer to this identified floodplain. As such, the proposed map and amendment and zone change are consistent with Part XIX of the Comprehensive Plan.

Section 1502.1(A)(2) Consistency with the Statewide Planning Goals

THE FOLLOWING OREGON STATEWIDE PLANNING GOALS APPLY TO THIS PROPOSAL (THOSE NOT LISTED ARE NOT APPLICABLE):

Finding 26:

Goal 1 (Citizen Involvement): Goal 1 requires opportunity for citizens to be involved in all phases of the planning process. Generally, Goal 1 is satisfied when a local government follows the public involvement procedures set out in the statutes and in its acknowledged Comprehensive Plan and land use regulations.

For quasi-judicial Comprehensive Plan Amendments and Zone Changes, the County's land use regulations, ORS 215.060 and ORS 197.610 require notice to the public and to the Department of Land Conservation and Development (DLCD) and public hearings before the County Planning Commission and Board of Commissioners. By complying with these regulations and statutes, the County complies with Goal 1.

Scott Winegar submitted an application for the property owners, Warren Community Fellowship Church, for a Major Map Amendment on April 2, 2018. The application was deemed complete on April 12, 2018 and scheduled to be heard at the Planning Commission's June 4, 2018 meeting. The 35-day notice was mailed to the Department of Land Conservation and Development (DLCD) on April 13, 2018. Notice of this application was mailed to surrounding property owners within 250 feet of the subject site on April 16, 2018. Additionally, the Scappoose-Spitzenberg CPAC (Citizen Planning Advisory Committee) was notified of the proposed Comprehensive Plan Map Amendment and Zone Change. While this CPAC does not frequently hold meetings, there are discussions within the CPAC members through a telephone survey conducted by the Chair, Michael Sheehan. Land Development Services received comments on April 24, 2018 from the CPAC which voted 6-0 in favor of approval with certain concerns. These concerns consist of increased traffic should lead to lower speed limits on Church Road, the applicant should be required to show that adequate water facilities are available, and

the applicant shall show the feasibility of onsite sewage disposal facilities. Also, Staff has received numerous comments from neighboring property owners, which are included in this Staff Report as attachments. Public hearing procedures will be followed in accordance with the Zoning Ordinance Sections and Ordinance 91-2. The hearing before the Board of County Commissioners is scheduled for July 25, 2018. The Planning Commission has forwarded their recommendation on to the Board. Staff finds that Goal 1 has been satisfied.

Continuing with the Oregon Statewide Planning Goals (Goal 2)

Finding 27:

Goal 2 (Land Use Planning): The purpose of Goal 2 is, "To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions." Further, as summarized by the Department of Land Conservation and Development, Goal 2 requires coordination with affected governmental entities, consistency with acknowledged plans, and periodic review and revisions (as needed) to those plans. "Goal 2 also contains standards for taking exceptions to statewide goals. An exception may be taken when a statewide goal cannot or should not be applied to a particular area or situation. No exception to Statewide Goals are proposed for this application.

As discussed in the previous Findings, the County has complied with Goal 2's coordination requirement. The County notified the Department of Land Conservation and Development of the request on April 12, 2018. This proposal was sent out to a number of governmental entities, including the Scappoose Bay Water Shed Council, Columbia River Fire and Rescue, ODOT Highways, DLCD, the County Sanitarian, Transportation Planner, Building Official, and Assessor. All comments received from affected governmental entities support the application as long as impacts to neighboring properties are mitigated through the design of the site and its proposed development.

Findings throughout this report demonstrate the proposal's consistency with the County's Comprehensive Plan and Zoning Ordinance and with Oregon's Statewide Planning Goals. Exceptions to Planning Goals were not necessary for this proposal as the proposal involves the conversion of Rural Residential land to Community Service-Institutional land. As described by Columbia County's Comprehensive Plan, "The statewide planning goals require that resource lands be protected unless the land is 'Built and Committed' to non-resource uses (a Type I Exception), or 'needed' to support a non-resource use (a Type II Exception). As discussed in Finding 17, the subject property was found, at the time of zoning, to be "built and committed" to a non-resource use, and as such, was granted a Type I exception to Goals 3 (Agriculture) and 4 (Forest Lands) with the adoption of its RR-5 zoning designation. No resource lands are being lost as a result of this application. Staff finds that Goal 2 has been satisfied.

Continuing with the Oregon Statewide Planning Goals (Goal 5)

Finding 28:

Goal 5 (Natural Resources, Scenic and Historic Areas, and Open Spaces): This goal is intended "to protect natural resources and conserve scenic and historic areas and open spaces." Goal 5 further requires that local governments inventory scenic, historic and open space resources and adopt programs that will conserve these resources for present and future generations. Said resources include, but are not limited to, riparian corridors, including water, riparian areas and fish habitat, wetlands, wildlife habitat, approved Oregon Recreation Trails, natural areas, wilderness areas and cultural areas. Part XVI of the Comprehensive Plan addresses Goal 5. As such, previous Findings of this report provide a more detailed discussion of the Goal 5 resources on or near the subject property.

The Warren Creek is the only protected resource located on the property that has the potential to be impacted by construction of the new Christian School. Because Warren Creek is a fish-bearing creek there is a required 50 foot setback from the topbank. As stated by the applicant, "These areas will not be affected by any proposed change in zoning, as no physical development is proposed. It is important to note that any future development of this property will require conformance to the County's Zoning Code (i.e. Section 1170, Riparian Corridors, Wetlands, Water Quality and Fish/Wildlife Habitat Protection Overlay and Section 1185) as well as state and federal regulations." Impacts to said riparian corridor will be further analyzed through the Site Design Review process, and conditions imposed for permitting or mitigation of impacts if applicable. Section 1170 of the Columbia County Zoning Ordinance regulates permitted and prohibited uses within designated riparian areas. Development of the subject property shall comply with this Section of the Zoning Ordinance. Therefore, the request is consistent with Statewide Planning Goal 5. Staff finds that the criterion will be satisfied.

Continuing with the Oregon Statewide Planning Goals (Goal 6)

Finding 29:

Goal 6 (Air, Water and Land Resources Quality): Goal 6 addresses the quality of air, water and land resources. In the context of comprehensive plan amendments/zone changes, a local government complies with Goal 6 by explaining why it is reasonable to expect that the proposed uses authorized by the plan amendment will be able to satisfy applicable federal and state environmental standards. As specifically stated in Goal 6, "All waste and process discharges from future development, when combined with such discharges from existing developments shall not threaten to violate or violate applicable state or federal environmental quality statutes, rules and standards." Waste and process discharge refers to solid waste, thermal, noise, atmospheric or water pollutants, contaminants, or products therefrom.

The proposed plan amendment and zone change would allow the relocation of Columbia County Christian School onto the subject property. As stated in previous findings, the approval of this requested Zone Change and Comprehensive Plan Map Amendment does not authorize any type of development on the subject property. The proposed Christian School will require an onsite septic system that will be reviewed and approved by the Department of Environmental Quality so that it does not pollute or contaminate natural resources located on the subject property. Air, Water and Land Resource Quality will be further analyzed through the Site Design Review process and conditions imposed for compliance with local, state and federal environmental regulations if applicable. Staff finds that Goal 6 has been satisfied.

Continuing with the Oregon Statewide Planning Goals (Goal 7)

Finding 30:

Goal 7 (Areas Subject to Natural Disasters and Hazards): The purpose of Goal 7 is, "To protect people and property from natural hazards." As summarized by DLCD, "Goal 7 deals with development in places subject to natural hazards such as floods or landslides. It requires that jurisdictions apply 'appropriate safeguards' (flood plain zoning, for example) when planning for development there." As discussed in previous Findings, (as stated by the applicant) "The purpose of the proposed project is to relocate the Columbia County Christian School from the adjoining property." As per FEMA Flood Insurance Rate Map (FIRM) No. 41009C0453D, the southern portion of the subject property is located within the 100 year floodplain. If the comprehensive plan map amendment and zone change are approved, the applicants will be able to submit a Site Design Review for the proposed school, which will review and approve and development in or around the floodplain. Staff finds that Goal 7 has been satisfied.

Continuing with the Oregon Statewide Planning Goals (Goal 10)

Finding 31:

Goal 10 (Housing): The purpose of Goal 10 is "to provide for the housing needs of citizens of the State." Goal 10 applies primarily to lands within urban growth boundaries, but is included for discussion based on the potential reduction in housing stock (of one to three units) resulting from the proposed map amendment and zone change. As presented verbatim in Finding 16: The subject property is currently vacant and has been owned by the Warren Fellowship Church since the late 1990's. It is currently zoned RR-2 which would allow 2-3 additional dwellings to be developed on the subject property depending on the availability of private facilities to support this residential use. In the application, the applicant states that the proposed Zone Change and Plan Amendment from Rural Residential to Community Service will result in nominal reduction in the amount of buildable land available for residential construction. Given the zoning and

current development pattern in the vicinity of the subject property, there appears to be a number of vacant residential parcels that have yet to be developed. Also, the subject property has had at least six lot evaluations conducted in different locations on the property since 2005. Of these lot evaluations only one was approved, located in the southern portion of the property on the high area. Although there is enough acreage for three potential homesites, the onsite facilities required to support three homes would be a limiting factor for development even if the property were to maintain its Rural Residential zoning designation.

Although the request does not provide additional housing for the County, the request also does not contradict Goal 10. Staff finds that the criterion has been met.

Continuing with the Oregon Statewide Planning Goals (Goal 11)

Finding 32:

Goal 11 (Public Facilities and Services): Goal 11 requires local governments "to plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development." The intent of the proposed map amendment and zone change is to allow for the relocation of the Columbia County Christian School from the adjacent parcel to the south. The subject property is approximately 7.4 acres and located in an area of relatively high density rural, single-family developments. The area is served by Warren Water Association and the applicants propose to utilize their services for future development. On May 18, 2018 Warren Water submitted comments stating that they have reviewed the requested Zone Change and Comprehensive Plan Map Amendment and have no objections to its approval as submitted. Also, at the time of application the County Road Department deemed the existing transportation facilities adequate for the proposed Zone Change and Comprehensive Plan Map Amendment. Comments received from Oregon Department of Transportation stated that they have no concerns over traffic implications regarding this request.

The subject property is served by the Columbia County Sheriff as well as Columbia River Fire and Rescue. No comments were received by either as part of this proposal, however prior to the approval of the Site Design Review, setbacks, access and fire flow for the planned school shall be reviewed and approved by Columbia River Fire and Rescue.

As stated in Finding 20 and throughout this report, the subject property has been approved for an alternative septic system that can support a residence up to four-bedrooms. The applicant has not shown that the proposed use of a private school is able to be supported by an onsite sewage disposal system. For reasons discussed in this Finding and in previous Finding 20, Staff finds that Goal 11 has not been satisfied.

Continuing with the Oregon Statewide Planning Goals (Goal 12)

Finding 33:

Goal 12 (Transportation): Goal 12 requires local governments to "provide and encourage a safe, convenient and economic transportation system." Goal 12 is implemented through LCDC's Transportation Planning Rule (TPR), OAR 660, Division 12. The TPR requires that where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures to assure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility.

As discussed previously in previous Findings, the proposed map amendment/zone change and relocation of the existing private Christian school will not increase vehicle traffic to and from the site along Highway 30 or Church Road.

The Oregon Department of Transportation was notified of the request and submitted comments stating that they have no concerns regarding traffic implications for this request. Staff finds that Goal 12 has been satisfied.

Continuing with the Columbia County Zoning Ordinance

Section 1502.1(A)(3) Adequate Facilities, Services and Transportation Networks

3. The property and affected area are presently provided with adequate facilities, services, and transportation networks to support the use, or such facilities, services, and transportation networks are planned to be provided concurrently with the development of the property.

Finding 34: The subject property is currently provided with adequate facilities, in terms of water, transportation networks and emergency services to support the propose map amendment/zone change for relocation of the private Christian School. Wastewater facilities on site could be an issue and has not been addressed. Currently, the site has been approved for an alternative septic system for a residential use. Although, as discussed in Finding 20, the applicant has not shown that a waste water disposal system that can handle the occupancy of the private school is feasible for the subject property. The County Sanitarian commented on this proposal and stated that the applicant shall be required to show detailed septic feasibility for subsequent site design review process. ODOT was notified of the request and has no objection to its approval. Public Facilities and Services are addressed in further detail in previous Findings 20 and 32 of this report. Staff finds that without any evidence of a plan and study for an approved septic feasibility, this criterion has not been met.

Continuing with Columbia County Zoning Ordinance Section 1502 Zone Changes

1502 .3 Alternate Zones: If the Commission determines that a zone other than the one being proposed will adequately allow the establishment of the proposed use, the Commission may substitute the alternate zone for the proposed zone in either the Major Map Amendment or the Minor Map Amendment procedures.

Finding 35: The proposed Comprehensive Plan designation and Zoning designation are the most appropriate for the proposed use. Staff does not recommend the substitution of another plan designation or zone for this Major Map Amendment request.

COMMENTS RECEIVED

Columbia River Fire and Rescue: No comments received as of the date of this report

Oregon Department of Transportation: We have no concerns on the traffic implications for this zone change.

Department of Land Conservation and Development: No comments received as of the date of this report.

County Sanitarian: Detailed Septic Feasibility will be required for subsequent Site Design Review process.

County Building Official: No Objection

Columbia River PUD: No Objection

Scappoose-Spitzenberg CPAC: Voted 6-0 to recommend approval. Comments regarding traffic, water supply, and septic feasibility are attached.

Comments from neighboring property owners and the applicant are attached.

No further comments from agencies, citizens or otherwise have been received regarding this proposal as of the date of this staff report.

CONCLUSION, & RECOMMENDED DECISION & CONDITIONS:

Planning Commission: On June 4, 2018, the requested PA 18-01 & ZC 18-02 was heard and reviewed by the Planning Commission. During this public hearing, the Planning Commission heard testimony in opposition from a number of neighboring property owners and found that the application does not adequately address neighbors' concerns which relate to a number of review criteria. Some of these concerns relate to septic feasibility to support the proposed use, traffic impacts on Church Road, poor drainage on the subject property, protection of the Warren Creek riparian corridor, and noise concerns. After due consideration regarding the proposed application for PA 18-01 and ZC 18-02, the **Planning Commission** voted to recommend that the Columbia County Board of Commissioners **DENY** PA 18-01 and ZC 18-02.

Planning Staff: Based on the facts, findings and comments herein, Planning Staff can not recommend approval of this application.

Options for the Board:

- 1) **DENIAL** of this Comprehensive Plan Map Amendment and Zone Change (PA18-01 & ZC 18-02) due to the lack of evidence showing that the proposed use is able to be supported by the current or planned facilities on the subject property.
- 2) **CONTINUE** the hearing to a date certain, to accept new information into the record, allowing the applicant additional time to provide evidence that an on-site waste water facility, that is adequate for anticipated sewage flow, can be developed.

ATTACHMENTS: Application and maps

- Scappoose-Spitzenberg CPAC Comments
- Comments from neighboring property owners
- Comments from applicant

CC:

Steve Pfeiffer, 34555 Church Road, Warren, OR 97053

John and Robin Costic, 56725 Plantation Dr., Warren, OR 97053

Ryan and Jessica Jacobsen, 34603 Church Road, Warren, OR 97053

Michael Burr, 56652 Plantation Dr., Warren, OR 97053



DATE: March 13, 2019

FROM: Todd Wood, Transit Administrator

TO: Board of County Commissioners

RE: Feasibility Analysis: Contracted vs. In-House Transit Operations

Transit staff have prepared the attached final feasibility analysis in support of contracting with a third party transit operations provider. The comparative contractor rate of \$54.94 was provided by MTR Western in their response to our RFP.

The attached analysis utilizes tools prepared by the County Finance Department for budgeting staff salaries and draws on prior estimates and example calculations provided by Finance in 2016, along with current administrative allocation calculations for the Transit Department and the Public Works Department, for comparative purposes. MTR's proposed rate is used here to compare against the estimated cost for the Transit Department to provide in-house transit operations services.

Over the three-year period including fiscal years 2020-2022, the estimated in-house cost of providing transit operations services is calculated to be \$4,815,828. At MTR's proposed rate of \$54.94 the estimated cost of contracting for transit operations services is calculated to be \$2,818,913, a savings to the County of \$1,996,915 over the three-year period.

On this basis, Staff recommends issuing a Notice of Intent to Award and initiating contract negotiations with MTR Western for transit operations services.



FY20 - FY22

Job Title	Cost Number Worked In	FY20		FY20		FY20		FY20		FY20		FY20		FY20		FY20		FY21 Tot		FY22 Tot	
		Gross Salary (sum salary elements x alloc% or FTE)	PERS ER	FICA 7.65%	Workers Comp	Health Med life	WBF	Unemployment Transfer 0.0018%	PERS bond Transfer	PERS reserve	Transfer CREDIT	PERS EE 6%	Total Personnel Cost	% ER paid tax and benefits	FTE for Budget	% ER paid tax and benefits	FTE for Budget	% ER paid tax and benefits	FTE for Budget		
Trainer/Field Supervisor		41,600	5,304	3,182	410	29,910	21	75	2,677	-	2,496	85,675	\$85,675	1.0	\$88,738	1.0	\$93,609				
Dispatcher		37,440	4,774	2,864	369	29,910	19	67	2,409	-	2,246	80,099	\$160,198	2.0	\$165,710	2.0	\$174,478				
Dispatcher - PT		37,440	4,774	2,864	369	29,910	19	67	2,409	-	2,246	80,099	\$40,049	0.5	\$41,428	0.5	\$43,620				
CDL Driver	4,600 hrs x 125%	37,440	4,774	2,864	369	29,910	19	67	2,409	-	2,246	80,099	\$160,198	2.0	\$165,710	2.0	\$174,478				
CDL Driver - PT		37,440	4,774	2,864	369	29,910	19	67	2,409	-	2,246	80,099	\$80,099	1.0	\$82,855	1.0	\$87,239				
Non-CDL Driver	12,000 hrs x 125%	33,280	4,243	2,546	328	29,910	17	60	2,142	-	1,997	74,522	\$447,133	6.0	\$461,834	6.0	\$485,216				
Non-CDL Driver - PT		33,280	4,243	2,546	328	29,910	17	60	2,142	-	1,997	74,522	\$74,522	1.0	\$76,972	1.0	\$80,869				
Mechanic		58,240	7,426	4,455	574	29,910	29	105	3,748	-	3,494	107,981	\$107,981	1.0	\$112,269	1.0	\$119,089				
Lube Service Worker - PT		37,440	4,774	2,864	369	29,910	19	67	2,409	-	2,246	80,099	\$40,049	0.5	\$41,428	0.5	\$43,620				
Transit Maintenance Worker - PT		33,280	4,243	2,546	328	29,910	17	60	2,142	-	1,997	74,522	\$37,261	0.5	\$38,486	0.5	\$40,435				
		386,880	49,327	29,596	3,815	299,100	193	696	24,896	-	23,213	817,717	\$1,233,166	15.50	\$1,275,432	15.50	\$1,342,653				
Start-Up Costs:																					
Hiring	\$100 per FTE												\$1,550		\$0		\$0				
Workstations	3 @ \$1,500												\$4,500		\$0		\$0				
MMIS System	\$50,000												\$50,000		\$0		\$0				
Zonar/Tracking System	\$50,000												\$50,000		\$0		\$0				
Recurring Costs:																					
MMIS System	\$6,000												\$6,000		\$6,180		\$6,365				
Zonar/Tracking System	\$6,000												\$6,000		\$6,180		\$6,365				
Uniforms	\$200 per FTE												\$3,100		\$3,193		\$3,289				
Fleet Liability Insurance	20 @ \$1,800												\$36,000		\$37,080		\$38,192				
General Liability Insurance	\$30,000												\$30,000		\$30,900		\$31,827				
FTA Drug Compliance	\$10,000												\$10,000		\$10,300		\$10,609				
Additional Admin Allocation																					
IT	3.50% of \$818,000												\$28,630		\$29,489		\$30,374				
Finance	\$7,744 per FTE x .923												\$110,790		\$114,113		\$117,537				
HR	\$1,452 per FTE x .923												\$20,773		\$21,396		\$22,038				
BOC	\$1,091 per FTE x .923												\$15,608		\$16,077		\$16,559				
PIO	\$759 per FTE * .923												\$10,859		\$11,184		\$11,520				
Counsel	\$0 (No RFP or Contract)												\$0		\$0		\$0				
Total All Costs - County													\$1,616,976		\$1,561,524		\$1,637,328				

20800
125.3%

Three-Year Total - County

\$4,815,828

FY20 - FY22

Contractor @ \$54.94 per Hr

Three-Year Total - Contractor

Contractor @ \$54.94 per Hr

FY20

FY20

FY20

FY20

FY20

FY20

FY20

FY20

FY20

FY20

FY20

FY20 Tot

\$912,004

FY20

FY21 Tot

\$939,364

FY22 Tot

\$967,545

\$2,818,913



NOTICE OF INTENT TO AWARD

Date:	March 13, 2019
Re:	Request for Proposal
Project:	Transit Operation Services, #C00055-0125-19
Department Contact:	LaVena Sullivan, Contracts and Procurement Specialist

This is notice of the County's intent to award a contract. After evaluation, the responsible and responsive Proposer that submitted a Proposal determined to be the most advantageous for the County, is indicated below. In accordance with ORS 279B.410, a Proposer who wishes to protest this Award must file the protest within seven calendar days following the date this notice is issued. **The Proposer identified here as submitting the most advantageous proposal is instructed not to proceed until a Contract or other form of notice has been signed by all parties.** A company or person who proceeds prior to receiving a Contract, Contract Award, or other form of Award does so without a Contract and at their own risk.

Highest ranked Proposal received from (Awarded):

**MTR Western
720 S Forest Street
Seattle, WA 98134**

Other Proposals received (Not awarded):

None



Greenhalgh, Jan <jan.greenhalgh@co.columbia.or.us>

Getting Notice of Intent to Award on Board's agenda for a Transit Operator

1 message

Sullivan, LaVena <lavena.sullivan@co.columbia.or.us>

Mon, Mar 4, 2019 at 2:55 PM

To: Jan Greenhalgh <jan.greenhalgh@co.columbia.or.us>, Jacyn Normine <jacyn.normine@co.columbia.or.us>

Cc: John Dreeszen <john.dreeszen@co.columbia.or.us>, Todd Wood <todd.wood@co.columbia.or.us>, Robin McIntyre <robin.mcintyre@co.columbia.or.us>, Department-Counsel <Department-Counsel@co.columbia.or.us>

Hey Jan and JC,

I need to get on the Board's agenda so we can issue the Notice of Intent to Award for Transit Operations Services, which is attached.

For the Board's information, only one proposal came in from MTR Western who is the current Transit Operator. All of the mandatory requirements of the RFP were satisfied in MTR's Proposal. The hourly rate proposed is \$54.94 per hour with a built in increase of 2% per year after the first year.

Any concerns or clarifications needed with the Proposal will be addressed in Contract Negotiations once the Notice of Intent to Award is issued.

Let me know if you have any questions or you need any additional information.

Thanks,

LaVena B. Sullivan

LaVena Sullivan
Procurement Specialist
Dept of Finance & Taxation, Rm 233
503-397-0060 X8428
H: M-Thurs 8 - 5, Fri am only

**Notice of Intent to Award.doc**

335K

BOARD COMMUNICATION

FROM THE PUBLIC WORKS DEPARTMENT

MEETING DATE: **March 6, 2019**

Regular Meeting * CONSENT*

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Mike Russell, Director Public Works

SUBJECT: SOLID WASTE ADVISORY COMMITTEE

- reappoint Greg Johnson as Industry Rep.
- appoint Todd Dugdale and Adam Hanh as At- Large Members
- appoint Nick Ries as Waste Management Industry Alternate

DATE: February 28, 2019

SUMMARY:

Waste Management's SWAC member Greg Johnson's term expired on December 31, 2018. The Public Works Department recommends that Greg Johnson be re-appointed to the SWAC as Waste Management Industry Representative with his term running an additional three (3) years, through December 31, 2021.

Waste Management SWAC Industry Alternate member Kirk Duncan's term will expire on December 31, 2020. Waste Management would like Nick Ries to serve as the Industry Alternate. The Public Works Department recommends that Nick Ries be appointed to the SWAC as Waste Management Industry Alternate with his term running an additional three (3) years, through Dec. 31, 2021.

SWAC currently has two At Large positions open on the committee since the death of Michael Sheehan and Leahnette Rivers retirement. The Public Works Department recommends that Adam Hanh of Clatskanie and Todd Dugdale of St Helens be appointed to the two At Large positions

SUGGESTED MOTION:

I move to reappoint the following member to the Solid Waste Advisory Committee with terms to expire on December 31, 2021:

Greg Johnson as an Industry Representative

I move to appoint the following members to the Solid Waste Advisory Committee with terms to expire on March 6, 2021:

Todd Dugdale as an At-Large member

Adam Hanh as an At-Large member

Nick Ries as Waste Management Industry Alternate

CC: Kathy Boutin-Pasterz, Solid Waste Program Coordinator, Columbia County Counsel

Attachment: current Columbia County Solid Waste Advisory Roster

PUBLIC PROCUREMENT CONTRACT
(ORS Chapter 279B)
by and between COLUMBIA COUNTY and TOWN AND COUNTRY
FENCE CO. OF OREGON

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and Town and Country Fence Co. of Oregon, hereinafter referred to as "Vendor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective on the date last signed, below.
2. Completion Date. The completion date for this Agreement shall be no later than 30 days from the effective date unless extended by County in writing or, unless sooner terminated as provided herein.
3. Goods and Services Procured. Vendor agrees to provide and install the goods and/or equipment described in the Specifications and bid documents, copies of which are attached hereto as Exhibits "A" and "B" respectively, and are incorporated herein by this reference. Vendor shall be responsible for the proper installation of the goods and/or equipment in accordance with industry standard and as set for in Exhibits "A" and "B". In case of conflict between this Agreement and the Exhibits, this Agreement shall control, followed by Exhibit "A" and Exhibit "B" in that order.
4. Consideration. County shall pay Vendor for the goods and/or equipment, and for the installation of the goods and/or equipment, an amount not to exceed \$42,487, said amount to be the complete compensation to Vendor for the services performed under this Agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made in a lump sum at the satisfactory completion of the project. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 17 of this Agreement.
5. Contract Representatives. Contract representatives for this Agreement shall be:

FOR THE VENDOR:

Mike Smith

FOR THE COUNTY:

Brooke McDowall

Town and Country Fence
P.O. Box 443
Clackamas, Oregon 97015

Columbia County Sheriff's Office
901 Port Ave
St. Helens, Oregon 97051

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Vendor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
7. Compliance with Codes and Standards. It shall be the Vendor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Vendor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Vendor were a public official as defined in ORS 244.020.
8. Reports. Vendor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
9. Independent Contractor. Vendor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Vendor delivers services under this Agreement and does not exercise any control over the activities of the Vendor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Vendor's debts or any other liabilities of Vendor. Vendor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - A. Vendor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Vendor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Vendor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Vendor is presently a member of the Public Employees Retirement System).
 - C. The Vendor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers'

compensation coverage under this Agreement. If the Vendor has the assistance of other persons in the performance of the Agreement, the Vendor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Vendor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Vendor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Vendor shall:

- (1) Make payment promptly, as due, to all persons supplying to Vendor labor or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Vendor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]

B. Vendor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Vendor, of all sums that Vendor agrees to pay for the services and all moneys and sums that Vendor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279B.230 (1)]

C. Vendor shall pay employees at least time and a half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [ORS 279B.235 (5)(a)]

D. Vendor shall notify employees in writing, who work under this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the vendor may require the employees to work. [ORS 279A.235 (5)(b)]

- E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279B.230 (2)]
- F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
11. Non-Discrimination. Vendor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Vendor. Vendor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.
12. Tax Compliance. As required by ORS 279B.045, Vendor represents and warrants that Vendor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Vendor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Vendor's failure to comply with the tax laws of this state or a political subdivision of this state before the Vendor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Vendor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Vendor's knowledge, Vendor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).
13. Nonassignment; Subcontracts. Vendor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in the Specifications.
14. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
15. Indemnity. Vendor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Vendor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
16. Insurance. Vendor shall maintain commercial general liability and property damage

insurance in an amount of not less than \$2,000,000 each occurrence to protect County, its officers, agents, and employees. Vendor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Vendor agrees to notify County immediately upon notification to Vendor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.

17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Vendor, or at such later date as may be established by the County under the following conditions:
- A. If Vendor fails to perform the work in a manner satisfactory to County.
 - B. If any license or certificate required by law or regulation to be held by Vendor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Vendor shall be required to repay to County the amount of any funds advanced to Vendor which Vendor has not earned or expended through the provision of goods and/or equipment and/or services in accordance with this Agreement. However, Vendor shall be entitled to retain all costs incurred and fees earned by Vendor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Vendor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

18. Time of the Essence. The parties agree that time is of the essence in this Agreement.
19. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Vendor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Vendor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
20. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as

soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

21. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
22. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
23. Attorneys Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys’ fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
24. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
25. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
26. Warranty. Vendor warrants the goods and/or equipment delivered and installed, and the services provided under this Agreement to be free from defects in design, material, and workmanship for a minimum of 1 years from the date installation of the goods and/or equipment is complete and accepted by County. Should any of the goods and/or equipment, or the services provided be found defective, Vendor shall furnish the necessary parts and labor to correct such defect. If Vendor or the manufacturer provides a warranty which differs or exceeds that required by this paragraph, the warranty which provides the greatest protection to County shall control. This warranty is in addition to warranties of merchantability and fitness for a particular purpose as provided by law.

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

VENDOR

OWNER

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____

By: _____

Name: _____

Henry Heimuller, Chair

Date: _____

By: _____

Margaret Magruder, Commissioner

Approved as to form

By: _____

By: _____

Alex Tardif, Commissioner

Office of County Counsel

Date: _____

**TOWN & COUNTRY
FENCE CO. OF OREGON**

LETTER OF TRANSMITTAL

PO BOX 443
CLACKAMAS, OREGON 97015-0443

(503) 655-2055 FAX: (503) 655-0353

DATE 01/03/19	JOB NUMBER 18-276
ATTENTION: BROOKE MCDOWALL LT	
RE NEW GATE	

TO: COLUMBIA COUNTY SHERIFFS OFFICE
901 PORT AVE
ST HELENS OR 97051

Ph: _____ Fax: _____

WE ARE SENDING YOU VIA: Email First Class Mail , the following items:
 Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order _____

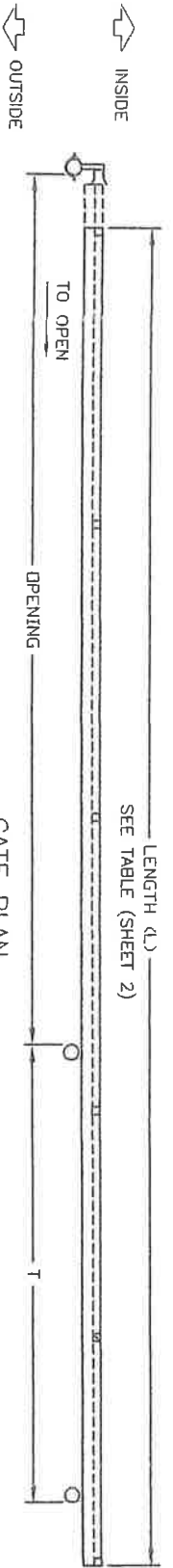
QTY	DATE	DESCRIPTION
1	01/03/19	Aluminum gate cut sheets
1	01/03/18	Hy speed gate operator specs.

For approval Approved as submitted Resubmit ___ copies for approval
 For your use Approved as noted Submit ___ copies for distribution
 As requested Returned for corrections Return ___ corrected prints
 For review and comment _____
 FOR BIDS DUE _____ PRINTS RETURNED AFTER LOAN TO US

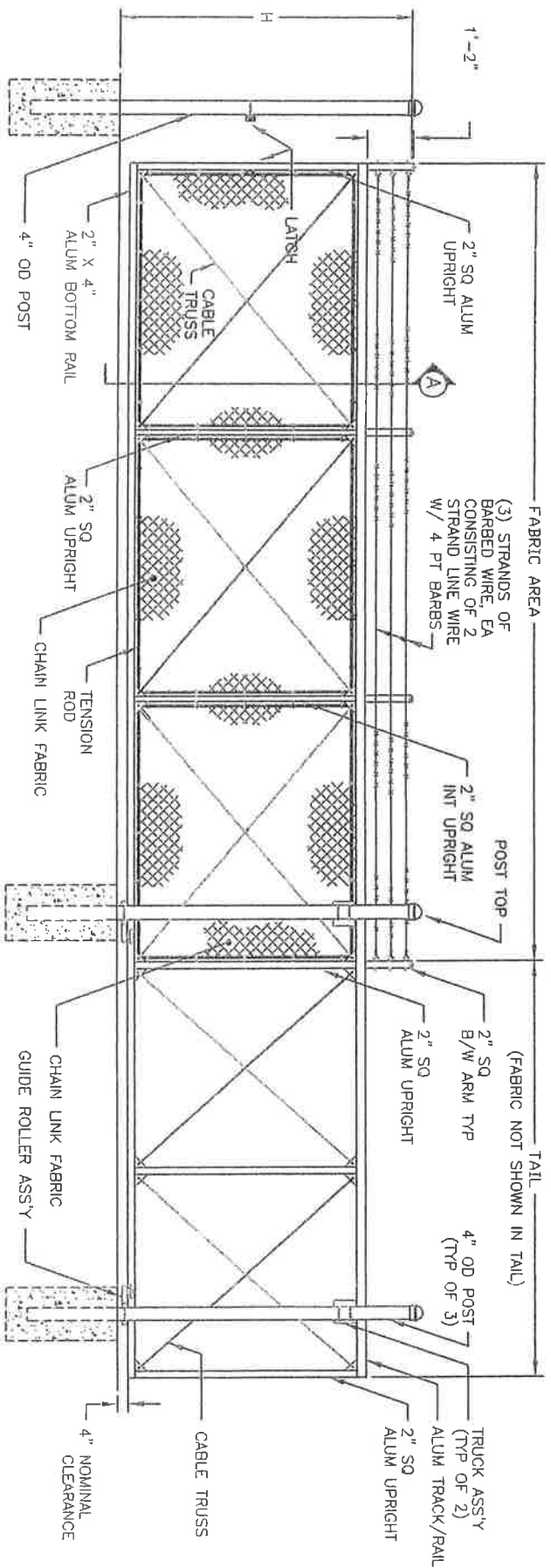
REMARKS:

COPY TO File SIGNED _____

If enclosures are not as noted, kindly notify us at once.



GATE PLAN



GATE ELEVATION - (3) BAYS SHOWN

SEE SHEET #2 FOR SECTIONS & DETAILS

- NOTES:
1. FOOTING WIDTH TO BE (4)X POST WIDTH. MIN DEPTH TO BE 36".
 2. GATES MAY BE MANUALLY OR ELECTRICALLY OPERATED.

NOM HEIGHT (H)
6'-0"
7'-0"
8'-0"
10'-0"
12'-0"
OPENING
6'-0" THROUGH 30'-0"



SurTrac™ CANTILEVERED GATES
 BY MASTER HALCO, INC. IRVING, TX
 PHONE 800-729-0580
 WWW.MASTERHALCO.COM

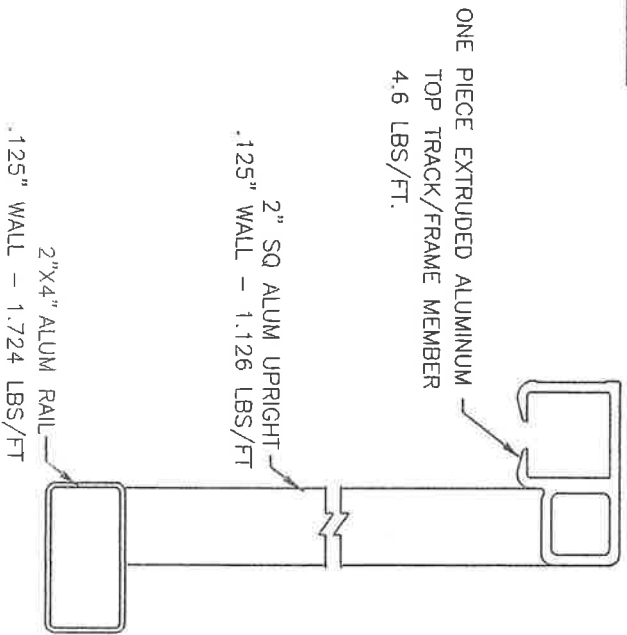
SurTrac™ ALUMINUM CANTILEVERED SLIDE GATE
 ROUND POSTS, W/ BARBED WIRE

DWG: MH-STS-2.0
 BY: TPA
 DATE: 08-19-11

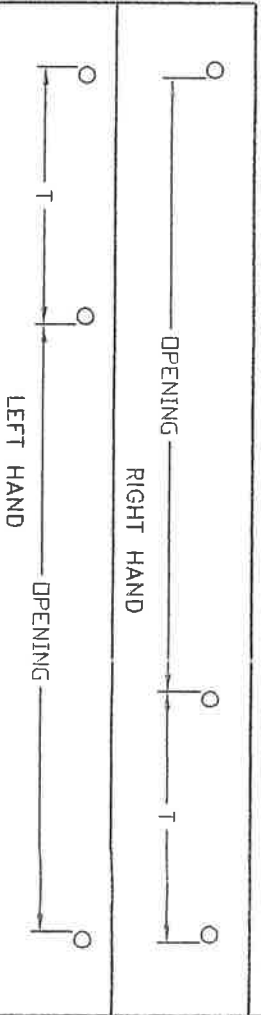
OPENING	LENGTH (L)	TAIL POSTS (T)
I/S POST FACE TO I/S POST FACE	O/S DIM OF GATE LEAF	O/S POST FACE TO O/S POST FACE
6'-0"	10'-6"	4'-0"
7'-0"	11'-6"	4'-0"
8'-0"	12'-6"	4'-0"
9'-0"	13'-6"	4'-0"
10'-0"	14'-6"	4'-0"
11'-0"	16'-0"	4'-6"
12'-0"	17'-6"	5'-0"
13'-0"	19'-0"	5'-6"
14'-0"	20'-6"	6'-0"
15'-0"	21'-6"	6'-0"
16'-0"	23'-0"	6'-6"
17'-0"	24'-6"	7'-0"
18'-0"	26'-0"	7'-6"
19'-0"	27'-6"	8'-0"
20'-0"	28'-6"	8'-0"
21'-0"	30'-0"	8'-6"
22'-0"	31'-6"	9'-0"
23'-0"	33'-0"	9'-6"
24'-0"	34'-6"	10'-0"
25'-0"	35'-6"	10'-0"
26'-0"	37'-0"	10'-6"
27'-0"	38'-6"	11'-0"
28'-0"	40'-0"	11'-6"
29'-0"	41'-6"	12'-0"
30'-0"	42'-6"	12'-0"

SHEET #2

SEE SHEET #1
FOR ELEV & PLAN



SEC A
(6' THRU 30' OPENINGS)

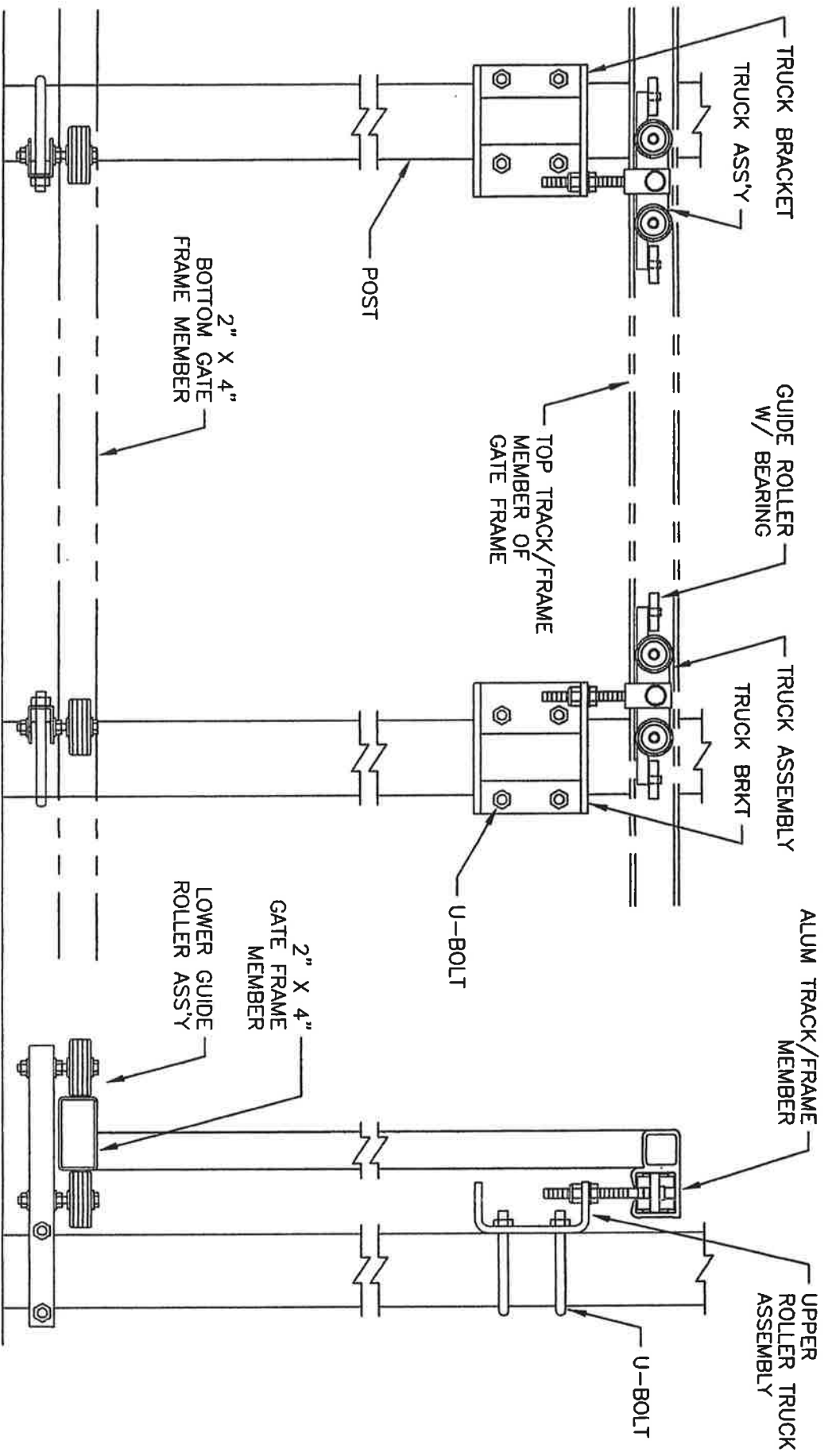


A Tradition of Fencing Solutions

SurTrac™ CANTILEVERED GATES
BY MASTER HALCO, INC. IRVING, TX
PHONE 800-729-0580
WWW.MASTERHALCO.COM

SurTrac™ ALUMINUM CANTILEVERED SLIDE GATE
SINGLE TRACK

MH - STS - 1.1
BY: TPA
DATE: 01-03-08



ELEVATION

NOTE: TRUCK BRACKET AND BOTTOM GUIDE ROLLER ASS'Y CAN ALSO BE BOLTED TO A SOLID GROUTED CMU WALL.

MASTER HALCO
 A Tradition of Feeding Solutions
 SurTrac™ CANTILEVERED GATES
 BY MASTER HALCO, INC. IRVING, TX
 PHONE 800-729-0580
 WWW.MASTERHALCO.COM

SurTrac™ ALUMINUM CANTILEVERED SLIDE GATE
 SINGLE TRACK

DWG: MH - STS - 1.2
 BY: TPA
 DATE: 08 - 19 - 11

**SECTION 32 31 00
MANUAL OR OPERATED SURTRAC™ ALUMINUM CANTILEVER SLIDE GATES
PART 1 GENERAL**

1.01 SECTION INCLUDES

A. Chain link cantilever slide gates with enclosed aluminum track and hardware manufactured to comply with ASTM F-1184.

1.02 RELATED SECTIONS

- A. Section 32 31 13 Chain Link Fences and Gates
- B. Section 32 31 13.53 High-Security Chain Link Fences and Gates
- C. Section 32 10 00 Paving and Surfacing
- D. Section 03 30 00 Cast-In-Place Concrete
- E. Section 04 20 00 Unit Masonry

1.03 SUBMITTALS

- A. Changes in specifications may not be made after the bid date.
- B. Shop drawings: Layout of fences and gates with dimensions, details, and finishes of components, accessories, and post foundations.
- C. Product Data: Manufacturer's catalog cuts indicating material compliance and specified options.
- D. Samples: Samples of materials (e.g. fabric, wires, and accessories).

1.04 SPECIAL WARRANTY

A. Provide manufacturer's standard limited warranty covering cantilever slide gate and truck assembly against failure resulting from normal use for a period of 5 years from date of purchase. Failure is defined as any defect in manufacturing that prevents the gate from operating in a normal manner.

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. Products from qualified manufacturers having a minimum of 5 years experience manufacturing internal roller cantilever slide gate will be acceptable by the architect as equal, if approved in writing, ten days prior to bidding, and if they meet all of the following specifications for design, size, gauge of metal parts and fabrication.
- B. Obtain chain link fences and gates, including accessories, fittings, and fastenings from a single source.
- C. Approved Manufacturer: SurTrac Aluminum Cantilever Slide Gate by Master Halco, Inc., Irving, TX
Phone (888) 643-3623

2.02 MANUAL OR OPERATED CHAIN LINK CANTILEVER SLIDE GATES

A. Gate frames: Fabricate chain link cantilever slide gates in accordance with ASTM F-1184, Type II, Class 2, using aluminum members conforming to ASTM B 221, alloy and temper 6061-T6. Vertical members shall be 2 inch (50mm) square aluminum, weighing 1.13 lb./ft., 2 inch x 4 inch aluminum bottom frame member weighing 1.73 lb./ft., and a one-piece aluminum track/frame member weighing a minimum of 4.621 lb./ft. for Single Track and 7.95 lb./ft. for Dual Track. The 2 inch square frame member of said track/frame shall have a wall thickness of not less than .250 inches on all four sides. Aluminum alloy used shall be 6061-T6 only. Internal uprights shall be 2-inch square aluminum spaced equally at no more than 6 feet on center subdividing the gate frame into panels. Weld all members together forming a rigid one-piece frame integral with top track. Provide 2 truck assemblies for each gate leaf, except as indicated for gates larger than 30' (9144mm). Frame sizes over 27' (8230 mm) in length shall be shipped in 2 parts and field spliced with special attachments provided by the manufacturer.

Revised 3/20/2008

Gate Opening Cantilever Support (Overhang) Overall Panel Width

- 6 Foot 4 Foot 10 Foot
- 8 Foot 4 Foot 12 Foot
- 10 Foot 4 Foot 14 Foot
- 12 Foot 5 Foot 17 Foot
- 14 Foot 6 Foot 20 Foot
- 16 Foot 7 Foot 23 Foot

18 Foot 8 Foot 26 Foot
20 Foot 8 Foot 28 Foot
22 Foot 9 Foot 31 Foot
24 Foot 10 Foot 34 Foot
26 Foot 11 Foot 37 Foot
28 Foot 12 Foot 40 Foot
30 Foot 12 Foot 42 Foot

For gate leaf sizes 31' (9449 mm) to 50' (15,240 mm), a single extruded member forming a dual enclosed track/frame without welding shall be employed. An integral 2" x 4" dimensional top frame, with center stabilizing web, shall be integral to the aluminum track/frame profile all thicknesses to be 0.25" (6.35 mm). Dual top track/frame profile to weigh 7.95 lbs./ft.

Provide 2 truck assemblies for each track for each gate leaf, total 4 truck assemblies. Bottom rail shall consist of 2" x 4" (50mm x 100 mm) aluminum member weighing 1.73 lb./ft. (2.67 kg/m).

Gate Opening Cantilever Support (Overhang) Overall Panel Width

32 Foot 13 Foot 45 Foot
34 Foot 14 Foot 48 Foot
36 Foot 15 Foot 51 Foot
38 Foot 16 Foot 54 Foot
40 Foot 16 Foot 56 Foot
42 Foot 17 Foot 59 Foot
44 Foot 18 Foot 62 Foot
46 Foot 19 Foot 65 Foot
48 Foot 20 Foot 68 Foot
50 Foot 20 Foot 70 Foot

B. Gate Frame Finish: Natural Aluminum

Chain Link Filler Finish: To match specification of existing fence

* All Operated Chain-Link Cantilever slide gates will be filled across the entire length of the panel (including the back frame counterbalance) to satisfy UL325 and ASTM F-2200 safe gate design guidelines.

** Chain Link mesh size, and wire gauge to match that of existing fence. Fabric shall be attached between each internal upright with hook bolts spaced no more than 15 inches (380 mm) on center as recommended by the manufacturer.

C. Trussing: Each bay shall be cross-trussed by means of 1/4" cable with adjustable turnbuckles. Trusses will maintain the structural integrity of the gate while allowing for expansion and contraction of aluminum in varying weather conditions.

D. Top track/rail: Enclosed combination one-piece track and rail, aluminum extrusion with weight of:

-Openings up to 30'; 4.62 lbs./ft. Top track/rail to be a single formed profile with integrated center stabilizing web without welding. All wall thicknesses to be 0.25".

-Openings up to 31' to 50'; 7.95 lbs./ft. Top track/rail to be a single formed profile with integrated center stabilizing web without welding. All wall thicknesses to be 0.25".

E. Truck assembly: Swivel type, zinc die coated steel, with 6 sealed lubricant ball bearing rollers, 2 inches (50 mm) in diameter by 9/16" (14 mm) in width, and 2 side rolling wheels to ensure truck alignment in track. Mount trucks on post brackets using 7/8" (22 mm) diameter ball bolts with 5/8" (16 mm) shank. Truck assembly shall withstand same reaction load as track 2,000 # (907.2 kg.).

Revised 3/20/2008

F. Gate hangers, brackets, guide assemblies, receivers, and latches: Malleable iron or steel, galvanized after fabrication.

Operated cantilever gates are shipped without standard latching/locking hardware per ASTM F-2200. If positive locking is required, a suitable electronic locking device should be employed (See Section 02829 if applicable).

G. Bottom guide wheel assemblies: Each assembly shall consist of two, 3" (75 mm) diameter wheels, straddling bottom horizontal gate rail, allowing adjustment to maintain gate frame plumb and in proper alignment. Attach one assembly to each support post.

H. End Plug: After gate has been installed, both ends of the combination track/frame member shall be closed off with a shock absorbing plastic block that shall also serve as a stop bracket.

I. Gate posts:

For gates under 31'-0" (9449 mm): galvanized steel 4" (101.6 mm) OD schedule 40 pipe, ASTM F 1083, weighing 9.1 lb./ft. (13.6 kg/m). Provide 1 latch post and 2 support posts for single slide gates and 4 support posts for double slide gates.

For gates 31'-0" (9449 mm) or larger: 2 pairs of support posts for each leaf (dual) 4" (100 mm) OD schedule 40 pipe, ASTM

F 1083, weighing 9.1 lb./ft. (13.6 kg/m) each. Posts connected by welding 6 inch x 3/8 inch (12.7 x 9.5 mm) plate between posts as shown on drawings. Also one 4" (100 mm) latch post.

1. Finish: to match fence.

2.03 SETTING MATERIALS

A. Concrete: Minimum 28 day compressive strength of 3,000 psi (20 MPa).

2.04 CERTIFICATIONS

A. American Welding Society AWS D1.2 Structural Welding Code.

B. All welds on the gate frame shall conform to Welding Procedure Specification and Procedure Qualification Record to insure conformance to the AWS D1.2 Structural Welding Code. All individual welders shall be certified to AWS D1.2 welding code.

C. Gate manufacturer shall provide independent certification as to the use of a documented Welding Procedure Specification and Procedure Qualification Record to insure conformance to the AWS D1.2 welding code. Upon request, Individual Certificates of Welder Qualification documenting successful completion of the requirements of the AWS D1.2 code shall also be provided.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify areas to receive fencing are completed to final grades and elevations.

B. Verify areas to assure sufficient space to receive gate in open position (gate and overhang).

C. Ensure property lines and legal boundaries of work are clearly established.

3.02 MANUAL OR OPERATED CHAIN LINK CANTILEVER SLIDE GATE FRAMING INSTALLATION

A. Install gate posts in accordance with manufacturers' instructions, and in accordance with ASTM F-567.

B. Install "Fall-over" posts per ASTM F-1184 and ASTM F-2200 (Section 4.2) to prevent fall of more than 45 degrees from the vertical plane if gate should disengage from mounting hardware.

C. Concrete set gate posts: Drill holes in firm, undisturbed or compacted soil. Holes shall have diameter 4 times greater than outside dimension of post with a minimum diameter of 12" (304 mm), and depths approximately 6" (152 mm) inches deeper than post bottom with a minimum depth of 42" (1066 mm) per ASTM F-567 (Section 5.13.1). Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 42" (1066 mm) below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour, tamp for consolidation. Trowel finish around post and slope to direct water away from posts. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.

Revised 3/20/2008

3.03 MANUAL GATE INSTALLATION

A. Install gates plumb, level, and secure for full opening without interference. Gate movement shall not be initiated by gravity when in an automated gate operator is disengaged/disconnected per ASTM F-1184.

B. Attach hardware by means which will prevent unauthorized removal.

C. Adjust gate and hardware for smooth operation.

D. All gate installations to conform to all applicable federal, state, and local codes as well as: ASTM F-567 and ASTM F-1184.

3.04 OPERATED GATE INSTALLATION

A. Install gates plumb, level, and secure for full opening without interference. Gate movement shall not be initiated by gravity when an automated gate operator is disengaged / disconnected per ASTM F-2220 (Section 4.9)

B. There shall be a maximum gap of 2 ¼" (57 mm) between the horizontal plane of the moving gate panel and any fixed obstacle (support posts, "fall-over" posts, hardware, pilaster, etc.)

Except that said obstacle be more than 16" from the moving horizontal plane of the gate panel per ASTM F-2200 (Section 6.1.4.).

C. Gate Receiver Guides shall be recessed behind the leading edge of the receiver post or any other fixed object per ASTM F- 2200 (Section 6.1.6).

D. No device designed to provide activation for the automated gate operator is to be installed within 6' of the horizontal plane of the gate panel per UL-325.

E. All Operated Chain-Link Cantilever slide gates are required to have Gate Warning Placards fully visible to the approach on both sides of the gate per UL-325.

F. Attached hardware by means which will prevent unauthorized removal.

G. Adjust hardware for smooth operation.

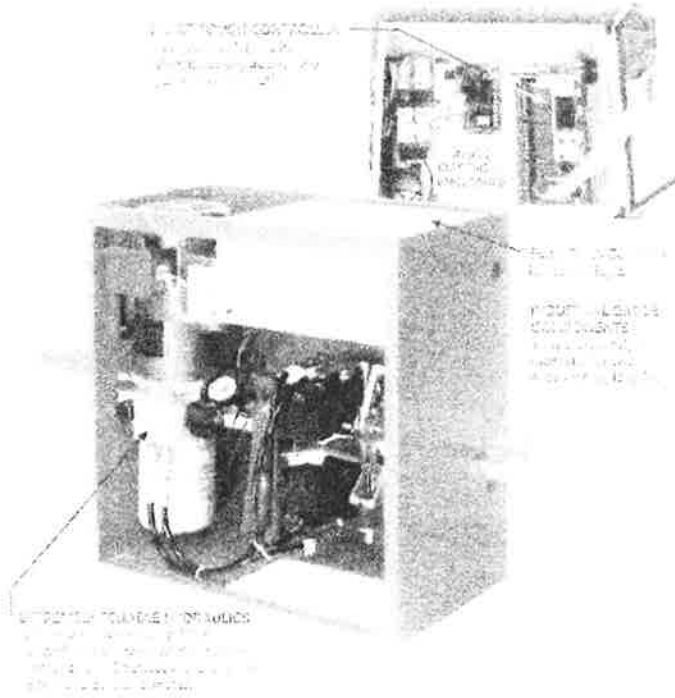
H. All operated gate installations to conform to all applicable federal, state, and local codes as well as: ASTM F-567, ASTM F- 1184, ASTM F-2200, and Underwriters Laboratory UL-325 safety standards.

3.05 CLEANING

A. Clean up debris and unused material and remove from site.

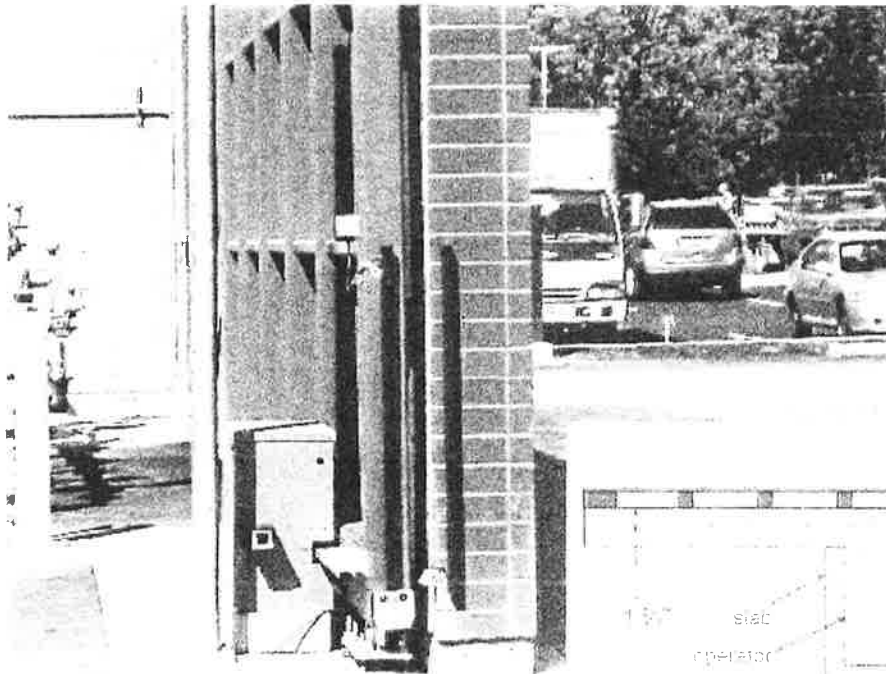
Operated gates are intended for use in controlling vehicular traffic ONLY and are not intended to be used by pedestrians, or to control pedestrian traffic. **Always install a separate man gate for pedestrian use.**

SUBMITTAL	ITEM TYPE	TITLE	LAST UPDATED
STANDARD ITEM	GATE OPERATOR	HY-SECURITY 222 EX 21	JAN 12, 2015 9:16AM



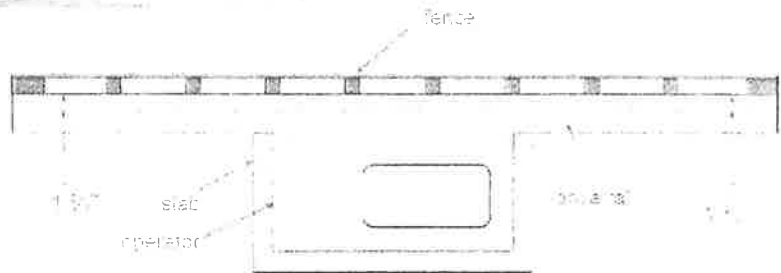
OPERATOR OVERVIEW

MODEL:
 SLIDE DRIVER 222 EX 21
 GATE LENGTH- MAX:
 LIMITED ONLY BY WEIGHT
 GATE WEIGHT MAX:
 4000 LBS
 RATE OF TRAVEL:
 1.7 PER SECOND
 TEMPERATURE:
 -40°F TO 158°F
 WARRANTY:
 5 YEAR
 ETL LISTED UL35:
 SPECIFIC TO LOCATION: I, II, III, IV
 AVAILABLE
 USER CONTROLS:
 SMART TOUCH CONTROLLER, FULL
 SYSTEM COMPATIBLE



POWER SPECS:

VOLTAGE:
 230V - 1 PHASE
 HORSEPOWER POWER:
 2 HP



METRO
 ACCESS CONTROL

2525 NE COLUMBIA BLVD | PORTLAND, OR 97211
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CHANGE ORDER

TO: COLUMBIA COUNTY SHERIFF DATE: 01/15/19

ATTENTION: BROOKE PHONE NO: 503-366-4645
FAX NO: 503-366-3668

SUBJECT: OPERATOR OPTIONS
901 PORT AVE
ST HELENS OR

BID DATE: _____

TRANSMITTED AS CHECKED BELOW:

- FOR APPROVAL FOR REVIEW OR COMMENT
- FOR YOUR USE FOR NEXT CHANGE ORDER
- AS REQUESTED COPY TO FOLLOW IN MAIL

REMARKS: **All, Labor, Material & Supervision for the following:**

ORIGINAL PROPOSAL NEW GATE AND AUTOMATION \$38,232.00

GATE OPERATOR OPTIONS"

1 - HY -SECURITY XTREME DRIVE KIT TO CUSTOMERS 25' GATE
ADD \$ 2,348.00

1 - HY - SECURITY SNOW SCRAPER AND SNOW BRUSHES TO 25' GATE
ADD \$ 542.00

1 - HY - SECURITY SOLENOID DEAD BOLT LOCK KIT - INTERNAL
ADD \$ 1,365.00

C C B # 7247 Expires 02/24/20

Price may be withdrawn if not accepted within 30 days.

NUMBER OF PAGES BEING TRANSMITTED: 1 INCLUDING THIS COVER PAGE. PLEASE

CALL IMMEDIATELY should you not receive all pages indicated on cover page or if you have any questions regarding the transmission.

Signed: MIKE SMITH
Title: ESTIMATOR



COLUMBIA COUNTY SHERIFF'S OFFICE

Steven K. Salle, Chief Deputy

Address: 901 Port Avenue, St. Helens, OR 97051

Phone: (503) 366-4611 **Fax:** (503)366-4644

Web Address: www.co.columbia.or.us/sheriff

Request for Bid for Security Gate

The Columbia County Sheriff's Office is requesting bids for a security gate and operator to replace the existing system. The current security gate system is about ten years old and has been giving us problems for several years.

Problems with current system:

- There have been times where the public can ingress and egress without the proper credentials.
- Cost of maintaining the gate has risen to the point where replacement is needed.
- Operator Overheating.
- Chain stretching out frequently.
- The gate over time has taken more and more staff time to fix.

The sheriff's office is requesting bids to replace the existing gate with a gate that will last for 20 plus years with minimal issues. Gate design can be changed to meet or exceed the needs the of the Sheriff's Office.

The gates must meet the following minimum requirements:

- Must not allow ingress and egress of people or vehicles without proper credentials.
- Must have all required safety features.
- Must be able to tie into our current access control system.
- Must work with current in-ground sensors.
- Must work with switch located in squad room.
- Must be a commercial duty gate system.

We are looking at all gate type options (vertical, pivot, slide).

The week of July 30, 2018 through August, 3 2018 has been reserved for prospective bidders to come to the sheriff's office to look at work area, existing gate, measurements, etc. Please call to schedule an appointment between 9:00 A.M. and 5:00 P.M.

Site visit is mandatory.

All bids must be turned in by 5:00 P.M. on August 10, 2018.

Point of Contact for this project is:

Lt. Brooke McDowall

901 Port Avenue

St. Helens, Oregon 97051

brooke.mcdowall@co.columbia.or.us

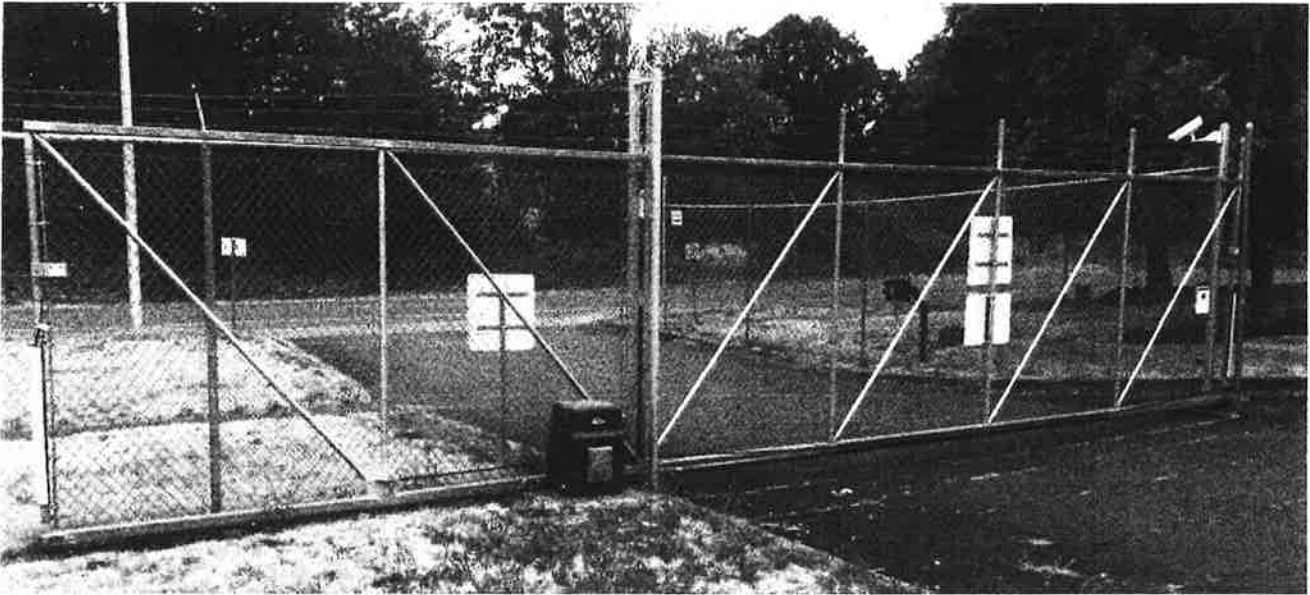
503.396.3668

See pictures below of current gate system.

1. Main Security Gate

Physical Gate Dimensions for current gate: 40' x 8' + 3 strands of barbwire

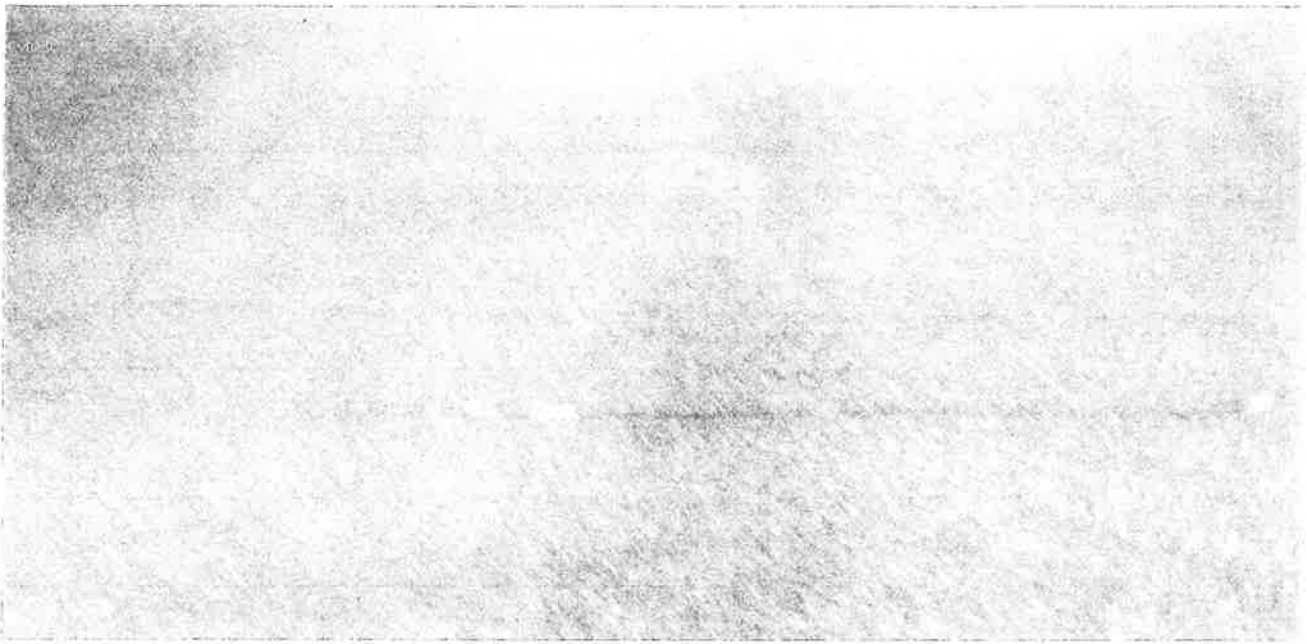
Width of opening: 25'



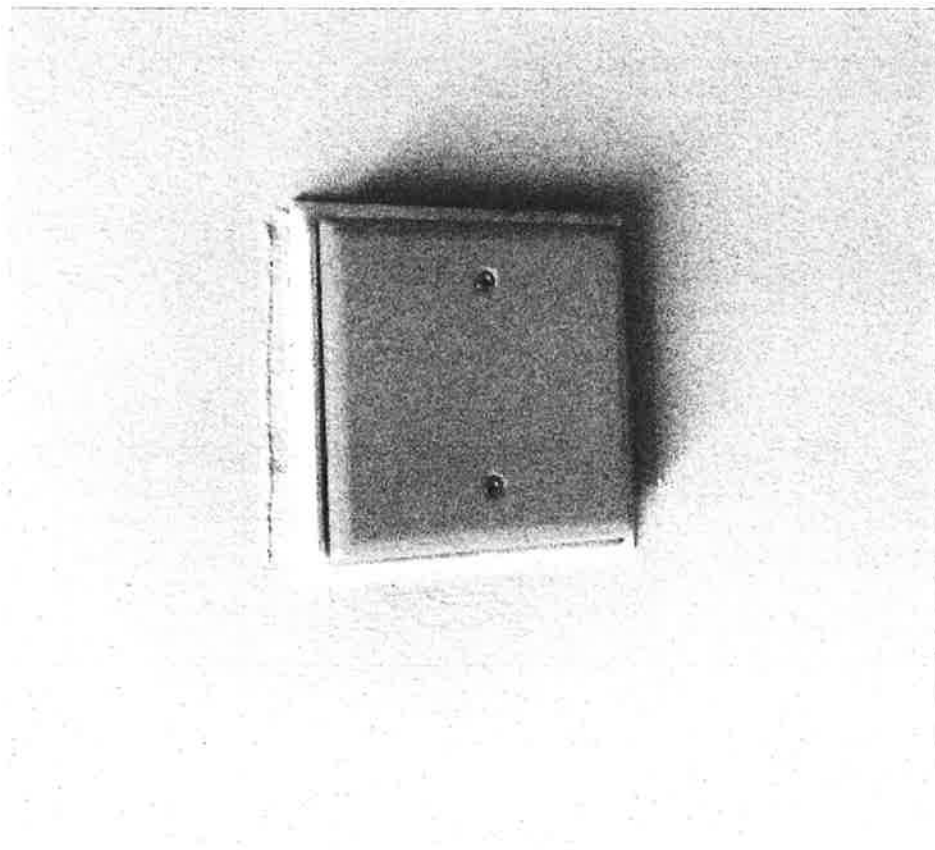
2. Pressure Sensors as driving straight into S.O. Parking Lot.



3. Pressure sensor to the left, if entering parking lot.



4. Quick egress for patrol staff.



5. Access control.



Vendors Contacted

Tilt-A-Way

Website: www.tiltaway.com

Phone: 800.523.3888

Time contacted: 07/10/2018 at 0754

Information emailed to:

Appointment Time:

Metro Overhead Door

Website: www.metrooverheaddoor.com

Phone: 503.364.1919

Time contacted: 07/10/2018@ 0730

Information emailed to:

Appointment Time:

JimCo Fence

Website: www.jimco-fence.com

Phone: 503.364.1919

Time contacted: 07/10/2018@0825

Information emailed to: office@jimco-fence.com

Appointment Time: July 10, 2018 @1000

Portland Fence

Website: www.mcdermottfence.com

Phone: 503.256.3060

Time contacted: 7/10/2018@0812

Information emailed to:

Appointment Time:

Town and Country Fence(Mike)

Website: <https://tcfence.us/>

Phone: 503.657.6116

Time contacted: 7/13/2018@1428

Information emailed to: mike@tcfence.us

Appointment Time: July 11, 2018 @ 1100

Company Name

Website:

Phone:

Time contacted:

Information emailed to:

Appointment Time:

Clatsop, Columbia, and Tillamook County's Regional Health Needs Assessment and Regional Health Improvement Plan

Letter of Agreement

Purpose

This Letter of Agreement (LOA) describes project timing, roles, and responsibilities between Partnership Organizations—Tillamook, Clatsop, and Columbia County Health Departments, Columbia Memorial Hospital, Providence Seaside Hospital, Providence Health and Services, and Columbia Pacific Coordinated Care Organization—to develop a Regional Community Health Needs Assessment (RHNA) across hospital, federally qualified health center, behavioral health, public health, Tribal, and coordinated care organization stakeholders.

Background

In Clatsop, Columbia and Tillamook Counties, multiple regional needs assessments are conducted separately across various populations and geographies. Staff from representative organizations independently collect and analyze data, followed up by implementing various targeted health improvement activities. There has been limited common framework or process to organize data in a way that is simultaneously accessible to all regional stakeholders, resulting in missed opportunities to provide valuable and strategic services within our communities. Efforts to prioritize needs, collaborate on health improvement plans and track results have been inconsistent, resulting in less impactful outcome.

Principles of Collaboration

The RHNA Steering Committee, as representative of this community collaborative, has endorsed the following principles of collaboration:

- A collaborative Regional Community Health Needs Assessment (RHNA) process is more meaningful, comprehensive, accurate, and actionable information and will improve our collective ability to address needs and align efforts to improve the health and well-being of our communities together.
- A collaborative RHNA will maximize and leverage collective resources and available technical capacities to improve population health in our communities.

Shared Understandings

- Columbia Pacific CCO will serve as the convener of Participating Organizations and community stakeholders who form the RHNA Steering Committee that will guide the process.
- Partnership Organizations agree to contribute cash and/or in-kind resources to develop this collaborative process and realize the RHNA.
- Partnership Organizations have agreed to share, both publicly and with each other, the finds of: population demographics, and health data; agency, service, provider, and community sessions; focus groups; community forums; interviews; consumer surveys;

Clatsop, Columbia, and Tillamook County's Regional Health Needs Assessment and Regional Health Improvement Plan

and any facility-specific utilization data that is specific to the development of this regional CHNA document, in the most consistent format possible.

Statement of Intent

The intent of the signatories representing the Partnership Organizations above is to collaboratively share with the community at large the combined results of the 2018-19 Regional Health Needs Assessment (RHNA). This document may be signed by multiple counterparts.

Going forward in 2019, a formal collaborative and community-wide Regional Health Improvement Plan (RHIP) will be commissioned by the Partnership Organizations. The Participating Organizations agree to coordinate with the Rede Group, who has been contracted as the provider of project direction and facilitation, policy consulting, and document production services.

The RHIP's intended completion date is June 30, 2019. Further, it is agreed that the RHIP be implemented with active engagement of all Partnership Organizations to the extent practicable 2020 through 2024.

Project Stakeholders:

Name of Organization _____

Signer Name: _____

Title/Position of Signer: _____

Date of Signature: _____

Signer Name: _____

Title/Position of Signer: _____

Date of Signature: _____

Signer Name: _____

**Clatsop, Columbia, and Tillamook County's Regional Health Needs Assessment
and Regional Health Improvement Plan**

Title/Position of Signer: _____

Date of Signature: _____

Rainier School District – Columbia County Public Health - MOA

MEMORANDUM OF AGREEMENT**Between****Rainier School District and
Columbia County**

This agreement is entered into by and between Rainier School District, hereinafter referred to as "District", and Columbia County, by and through its Public Health Department, hereinafter referred to as "County" or "LPHA", for the use of District facilities during a public health emergency.

WHEREAS, LPHA has been designated as the public health authority for all cities and unincorporated areas within its borders;

WHEREAS, LPHA and District desire to establish a relationship of cooperation in the event of a natural or human-caused public health emergency in Columbia County where mass medical countermeasure dispensing centers may become necessary for public health activities; and

WHEREAS, the District has public facilities with the capacity to perform triage, mass medical countermeasure dispensing activities in the event of a public health emergency and/or related regional emergencies; and

WHEREAS, the District and the LPHA desire to define communication and contingency plans if such a public health emergency or related emergency occurs;

NOW, THEREFORE, THE DISTRICT AND THE LPHA MUTUALLY AGREE AS FOLLOWS:

1) RESPONSIBILITIES OF THE DISTRICT:

- A) District shall provide use of those schools in the District identified in Attachment A Section I to LPHA, for the purpose of establishing triage, quarantine and/or mass medical countermeasure dispensing centers subject to mutual agreement.
- B) District shall vacate facility, or portions thereof, as outlined in Attachment A Section I as directed by the County Health Officer or LPHA Director and comply with mandates from the Office of the Assistant Secretary for Preparedness and Response and the Oregon Health Authority Public Health Division.
- C) District shall notify the County Health Officer or LPHA Director, or their designee(s) when premises are vacated.
- D) District shall make available the personnel identified in Attachment A Section II to address facility related issues that may occur when facilities are provided to LPHA.
- E) District shall identify and maintain a current contact list for the following applicable facility related systems which is attached hereto as Attachment A Section III:
 - i) Security systems
 - ii) Electrical systems
 - iii) Refrigeration systems

2) RESPONSIBILITIES OF THE COUNTY:

- A) LPHA Director or their designee shall notify District in the event facilities are required by the LPHA.
- B) Subject to the Limitations of the Oregon Tort Claims Act (ORS 30.260-30.300) and the Oregon Constitution, LPHA agrees to indemnify and hold District harmless against any and all claims for personal injury or property damage and demands arising from the negligence, or intentional acts, of LPHA, LPHA's officers, agents, invitees or employees, as well as those arising from LPHA's failure to comply with any covenant in this agreement and shall, at LPHA's own expense, defend District against any and all suits and actions arising out of such negligence, or intentional acts, actual or alleged, and all appeals there from and shall satisfy and discharge any judgment which may be awarded against District in any such suit or action.
- C) LPHA shall ensure facility is cleaned by removing, any and all, debris related to public health activities, sanitized and de-contaminated, if indicated and required by the nature of the public health emergency or event. LPHA shall not keep any trash, garbage or waste or other refuse on school premises except in sanitary containers. LPHA shall keep all containers or other equipment used for the storage or disposal of such materials in a clean and sanitary condition. LPHA will be responsible for the appropriate and lawful disposal of all waste, including biohazard waste generated by the LPHA's use of school premises.
- D) LPHA shall notify the District when facility is cleared and available for re-occupancy.
- E) LPHA's agents or employees shall not cause or permit any hazardous material to be released in the environment or disposed of on, in or about the school premises. LPHA covenants to remove from the premises at LPHA's sole cost and expense, any and all hazardous material brought upon, used or released into the environment associated with LPHA's use of school premises. To the fullest extent permitted by the Oregon Tort Claims Act, LPHA agrees to indemnify, defend, protect and hold harmless the District from any and all claims, fines, penalties resulting from the storage or release of any hazardous material associated with LPHA's use of school premises.
- F) LPHA agrees to provide the necessary level of security to maintain order and the safety of school premises. LPHA further agrees to use school premises in accordance with rules and regulations for the District School Board and Local School Committee, including adhering to the Federal and State OSHA Standard on Bloodborne Pathogens. Once possible Points of Dispensing (POD) location(s) have been identified, the LPHA will then contact the facilities management (in case of schools, Superintendent, or other predetermined contact) to find out whether the facility is available. If the facility is available, then the LPHA will arrange to meet a facility representative at the POD. During the time that the facility is used by the LPHA, no modifications or changes will be made to the facility/property without express written approval of the School/District. Contact will be maintained with public officials to ensure security and sanitation as well as the coordination of activities with the local emergency management.

Rainier School District – Columbia County Public Health - MOA

Once the need for the POD has passed, the LPHA will clean up and close down their use. Prior to vacating the facility, representatives of both parties will again inspect the facility/property to note any discrepancies on the release form. Normal wear is considered to be the responsibility of the school/District.

The facility/property will be returned to the school/District in the same condition as it was when occupied.

3) ADDITIONAL TERMS:

- A. This agreement does not create any agency status or fiduciary relationship between the parties, their employers, agents or successors.
- B. Each party to this agreement shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third parties that may reasonably result from performance of its lawful functions. This agreement shall not be construed as seeking to enlarge any obligation or duty owed by either party to third parties or to increase the liability of any party beyond that which is imposed by law.

4) EFFECTIVE DATE AND TERMINATION:

This agreement shall commence on the last date signed by the parties, below. Either party may terminate this agreement by submitting written notice to the other party thirty (30) days prior to termination.

RAINIER SCHOOL DISTRICT

By: 
Superintendent

Date: 2/27/19
Rainier School District

COLUMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS

By:
Henry Heimuller, Chair

Date:
Approved as to form

By:
Office of County Counsel

Attachment A

I. Description of District Facilities to be Used

The District will provide access to Rainier School District facilities for use by the LPHA. If the LPHA needs to occupy the facility while school is in session it agrees to occupy the campus section of the cafeteria with access to the kitchen refrigerators and adjoining restrooms. Actual details of joint occupancy may be revised by agreement between the District and LPHA at the time of the emergency depending on the type of emergency and the needs of the LPHA.

II. Description of Personnel Expectations

The District will provide the assistance of the District Maintenance Supervisor, or their designee, during the initial occupancy of 1,100. The District will also provide a custodian to be on call, during their regular work hours to provide routine access to the facility, answer facility/maintenance related questions, etc. The District understands that it is not its responsibility to provide custodial or maintenance service to the area occupied by the LPHA.

III. Facility Contact List

District Superintendent, R. Michael Carter 503-556-3777 Cell is 503-369-9486
Director of Facilities and Operations, Mr. Jimmy Knox 503-369-9485
High School Principal, Mr. Graden Blue 503-556-4215 Cell is 541-840-8211

Security Systems Contacts

District Maintenance Supervisor(Tech) Mr. Larry Cook 503-556-3777 X 266
Cell is 503-863-1414
District Director of Facilities & Ops, Cook and Knox
Central Alarm

Electrical Systems Contacts

District Maintenance Supervisor, Knox and Mr. Roy Nelson Cell is 503-369-9472

District Director of Facilities & Ops, Carter, Knox and Nelson

Refrigeration Systems Contacts

District Maintenance Supervisor: Carter, Knox, Nelson and Mr. Boyd Brown: Cell is 503-369-9483

SPECIAL PUBLIC WORKS FUND PLANNING PROJECT
FINANCING CONTRACT

Project Name: Rainier Flood Damage Reduction System

Project Number: A18009

This financing contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and Columbia County (“Recipient”) for financing of the project referred to above and described in Exhibit C (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- Exhibit A General Definitions
- Exhibit B NOT APPLICABLE
- Exhibit C Project Description
- Exhibit D Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Estimated Project Cost” means \$295,000.

“Grant Amount” means \$100,000.

“Loan Amount” means \$0.

“Project Closeout Deadline” means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

“Project Completion Deadline” means 24 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

Commitment. The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project as a grant in an aggregate amount not to exceed the Grant Amount (the “Grant”).

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. The OBDD’s obligation to make and Recipient’s right to request disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The Recipient delivers to OBDD an estimated schedule for Disbursement Requests covering anticipated number, submission dates, and amounts.
 - (5) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (6) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (7) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act, and Oregon law as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
- (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.
 - (4) This Contract executed and delivered by Recipient has been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the levee system to which the Project is associated. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) OAR 123-042-0165 (5) requirements for signs and notifications.
- These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.
- C. Project Completion Obligations. The Recipient shall:
- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
 - (2) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (3) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
 - (4) No later than the Project Closeout Deadline, Recipient must deliver to OBDD an electronic copy of the final report.
 - (5) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's completion.
- D. NOT APPLICABLE.
- E. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require.
- F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

- G. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- H. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- I. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for any construction design for the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- J. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- K. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys’ fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- L. NOT APPLICABLE
- M. Exclusion of Interest from Federal Gross Income and Compliance with Code.
- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance

loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.

- (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.
- (4) The Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD’s request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the Project, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Grant.

SECTION 8 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient in this Contract or in any document provided by Recipient related to the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- B.
 - (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
 - (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
 - (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
 - (5) The Recipient takes any action for the purpose of effecting any of the above.
- C. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through B of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating OBDD’s commitment and obligation to make the Grant or disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449; however, this provision is not to be construed in a way that Recipient’s obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys’ fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; and last to pay any other amounts due and payable under this Contract.

- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
 - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Contract must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section 10.D. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD: Assistant Director, Economic Development
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem OR 97301-1280

If to Recipient: Director, Land Development Services Department
Columbia County
230 Strand St Rm 105
Saint Helens OR 97051-2040

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Contract (including all exhibits, schedules or attachments) constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Business Development Department



COLUMBIA COUNTY

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
Margaret C. Magruder, Chair

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 23 May 2018.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Proceeds” means the proceeds of the Grant.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Grant.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT C - PROJECT DESCRIPTION

The Recipient shall ensure the following work is completed:

Contract with the US Army Corps of Engineers (USACE) to complete the following work:

1. Complete field inspection of levee system components.
2. Estimate flood damage reduction benefit provided by the levee system using HEC FDA model.
3. Conduct wave overtopping analysis.
4. Review interior drainage analysis completed by private engineering consultant.
5. Evaluation of failure modes including erosion, erosion protection and erosion rates.
6. Evaluation of foundation and levee stability; seepage; effectiveness of gravity drains , closure structures and toe drains; corrosion of drain pipes, bearing capacity, settlement and overtopping performance.
7. Mechanical evaluation of pump station.
8. Electrical evaluation of pump station.

9. Evaluation of operation and maintenance plan.
10. Evaluation of emergency response plan.
11. Evaluation of as-built plans.
12. Prepare levee system evaluation report and letter of recommendation to Rainier Water Improvement District.

Contract with a private engineering consultant to conduct an interior drainage analysis with the following tasks:

1. Field Reconnaissance, Data Collection, and Kickoff Meeting.
2. Collect District boundary information.
3. Collect historic flood information, rainfall data, and other information regarding flood control / storm water management facilities (e.g., pump stations) that would affect the conditions of interior flooding.
4. Collect available LiDAR information for the RDIC service area and other contributing drainage areas.
5. Review operation and maintenance manuals or other available information that provide insight into how the RDIC manages flood risk.
6. Conduct field survey.
7. Conduct a rainfall-runoff analysis of the interior drainage system for all areas contributing to the interior of the RDIC levee using the Hydrologic Engineering Center’s (HEC) Hydrologic Model System (HMS).
8. Conduct a hydraulic analysis of the RDIC interior drainage system using the USACE’s HEC’s River Analysis System (RAS).
9. Complete flood inundation mapping based on the interior drainage analysis.
10. Prepare technical report to document the objectives, methods, data, and results of the work.

EXHIBIT D - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Design / Engineering	\$100,000	\$150,000
Contingency	0	45,000
Total	\$100,000	\$195,000

COLUMBIA COUNTY PARKS DEPARTMENT

RENTAL AGREEMENT

THIS RENTAL AGREEMENT is entered into this 28th day of February, 2019, between Columbia County, a political subdivision of the State of Oregon, by and through its Parks Department, hereinafter referred to as "Landlord", and Angela Rockwood, hereinafter referred to as "Tenant."

For good and valuable consideration, the parties hereby agree as follows:

1. RENT

- 1.1 In consideration of the payment of the rent and performance of the Tenant's obligations herein contained, Landlord does hereby demise and let unto the Tenant and Tenant hires from Landlord for use as a residence those certain premises described as a single-wide, two bedroom mobile home (further detailed in Section 6 below), located at 75503 Larson Rd, Rainier, OR 97048, on a month-to-month tenancy beginning March 1, 2019, at a rental fee of \$850.00 per month, payable monthly on the last day of each and every month for the following month.
- 1.2 The first month's rent (for March) is due upon move in on or before March 1, 2019. The pro-rated amount shall be \$30.36/day times 0 days (\$000.00). Total due is \$850.00.
- 1.3 Tenant shall pay rent by the first (1st) of each month at the following address: Columbia County Forests, Parks and Recreation Department, 230 Strand St, St. Helens, Oregon, 97051.
- 1.4 It is agreed that if rent is unpaid after 5:00 p.m. on the fifth (5th) day of the month, Tenant shall pay a one-time late charge of \$85.00. Said charge shall apply to each late payment of rent. Any dishonored check shall be treated as unpaid rent and shall be subject to the same late charge plus a \$35.00 special handling fee and must be made good by cash, money order or certified check within twenty-four (24) hours of notification.
- 1.5 If Tenant fails to pay rent or other charges promptly when due, or to comply with any other term or condition hereof, Landlord at Landlord's option, and after proper written notice, may terminate this Rental Agreement.
- 1.6 Upon thirty (30) days written notice to Tenant, Landlord may change the rental fee or any other terms of this Rental Agreement.

2. SECURITY DEPOSIT

- 2.1 Tenant acknowledges that a \$ 850.00 security deposit is due and payable to Landlord, of which Landlord may claim all or part thereof as may be reasonably necessary to remedy Tenant's defaults in the performance of this Rental Agreement, including nonpayment of past-due rent, damage to the premises caused by Tenant, not including ordinary wear and tear, or failure to return to Landlord at the end of said tenancy keys to said premises. To claim all or part of said deposit, Landlord shall give Tenant, within thirty (30) days after

termination of the tenancy and delivery of possession of the premises to Landlord, a written accounting which states specifically the nature of the claim, and the portion not so claimed shall be returned to Tenant within said thirty (30) days. Landlord may recover damages in excess of said deposit to which Landlord may be entitled.

3. TERMINATION

3.1 This Rental Agreement may be terminated by either party giving the other party written notice of the party's intent to terminate the Rental Agreement not less than thirty (30) days prior to the date of termination.

3.2 In accordance with ORS 90.396, Landlord may otherwise terminate this Rental Agreement and take immediate possession of the premises upon giving Tenant twenty-four (24) hours written notice specifying the acts or omissions that constitute the cause for termination and the date and time of termination. Cause for 24-hour termination includes but is not limited to: Tenant, someone in Tenant's control or Tenant's pet seriously threatened to inflict personal injury, or inflicted substantial personal injury upon a person on the premises other than the tenant; Tenant, someone in Tenant's control or Tenant's pet inflicted substantial damage to the premises; or Tenant or someone in Tenant's control committed any act which is extremely outrageous.

3.3 Any hold-over by Tenant after the expiration of this Rental Agreement or any extension thereof, shall be as a tenancy from month to month. Upon termination of this Rental Agreement or upon the surrender or abandonment of the premises, Landlord may dispose of property abandoned on the Landlord's premises pursuant to ORS 90.425(2).

4. UTILITIES

4.1 Tenant shall pay for all utilities to include; electricity service, natural gas (or propane), telephone service, and household garbage service. Special exceptions: None.

5. INSURANCE

5.1 Landlord shall insure the premises. A certificate of insurance shall be available to Tenant upon request. Insurance of Tenant's possessions in or around the premises shall be the responsibility of the Tenant.

6. MAINTENANCE AND REPAIR

6.1 Tenant shall maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender same to Landlord in as good condition as when received, ordinary wear and tear and damage due to the elements excepted. The premises shall consist of a single-wide, two bedroom mobile home and one small outbuilding.

6.2 Tenant shall maintain the yard, if any. The yard shall consist of: the areas surrounding the mobile home from park roadway to property back fence line directly behind residence. The front yard represents the park and shall not have personal items left out (tents, vehicles, etc.) If grass becomes four (4) inches or greater in height, Landlord shall give Tenant five (5) day notice, Landlord may mow the lawn and charge tenant \$50.00 per incident.

6.3 General tidiness is expected at all times surrounding the rental home. No abandoned appliances, equipment and/or vehicles will be permitted and may be removed by Landlord at Tenant's expense, following a five (5) day notice period.

7. RIGHT OF ENTRY

7.1 Landlord reserves the right to enter the premises for purposes of repair and maintenance to the interior and exterior of the residence, and to the grounds area. Landlord shall notify Tenant in writing twenty-four (24) hours prior to entering the premises, or of Landlord's intent to enter the premises. Tenant agrees to allow Landlord access to the premises for such purposes. Landlord may enter the premises in the event of an emergency without notice.

8. INDEMNIFICATION

8.1 Tenant agrees to assume all liability, indemnify, defend and hold Landlord harmless from all damages and all costs and fees in the defense thereof, caused by negligence or willful act of Tenant or Tenant's invitees or guests, in or upon any part of the demised premises, and to be responsible for any damage or breakage to Landlord's equipment, fixtures or appliances therein or thereon, not caused by Landlord's misconduct or willful neglect.

9. USE OF PREMISES

9.1 The premises shall not be occupied by more than (3) occupants. The occupants are: Angela Rockwood and two (2) children. Tenant shall report any change in occupancy to Landlord within five (5) days of the change. Tenant shall report to Landlord the names of any guests or invitees who stay overnight on five (5) or more consecutive nights. Any guests or invitees who stay for more than seven (7) consecutive days in a 30-day period, or more than 14 days in a calendar year, and who are 18 years or older, shall be added to this Rental Agreement and shall be subject to the terms and provisions hereof, and shall submit to a background check. Any guests or invitees deemed unacceptable tenants by the Landlord subsequent to a background check shall vacate the premises immediately upon notice by Landlord.

9.2 Tenant shall not have more than two (2) personal vehicles on the premises, which shall include cars, pickup trucks, utility trailers, RVs, boats on trailers, motorcycles and ATVs, and shall park them in a place out-of-the-way of regular park activities. Tenant shall not allow any inoperable vehicle to remain on the premises for more than two (2) weeks. No major car repairs are to be made on the premises, including minor maintenance (oil changes are permitted).

9.3 Tenant shall not sub-let the demised premises, or any part thereof, or assign this Rental Agreement without Landlord's written consent. Any such sublease or assignment shall be void.

9.4 One (1) indoor cat is allowed on the premises and must be confined to the rental area.

9.5 Smoking within the mobile home is prohibited.

- 9.6 The residence and any of its outbuildings shall be used only for their intended use (i.e., the outbuildings shall not be used for sleeping or living quarters).
- 9.7 The growing, production, use, possession and distribution of marijuana or marijuana products are prohibited in the mobile home or anywhere on the premises.

10. MISCELLANEOUS

- 10.1 No Waiver. Nothing herein shall be construed as waiving any of the rights provided by law of either party hereto. If Landlord at any time fails to require performance by Tenant of any provision hereof, such failure shall in no way affect Landlord's right hereunder to enforce the same, or any other provision.
- 10.2 Attorney Fees. In the event any suit or action is brought to collect any of said rents or to enforce any provision of this Rental Agreement or to repossess said premises, reasonable attorney's fees may be awarded by the trial court to the prevailing party in such suit or action together with costs and necessary disbursements; and on appeal, if any, reasonable attorney's fees, costs and disbursements may be awarded by the appellate court to the party prevailing on such appeal.
- 10.3 Applicable Law. Tenant shall not violate any federal, state or local law, regulation or ordinance in or about the premises.
- 10.4 Notice. Notice shall be deemed to be delivered to Tenant when such notice is placed in first class mail and sent to Tenant at the following address, and attached to the main entrance of that portion of the premises of which Tenant has possession. Notice shall be effective against the Landlord when it has been addressed as follows and placed in first class mail:
- | | |
|-----------------------------|--------------------------|
| LANDLORD: | TENANT: |
| Columbia County | <u>Angela Rockwood</u> |
| Forests, Parks & Recreation | <u>75503 Larson Rd</u> |
| 1054 Oregon Street | <u>Rainier, OR 97048</u> |
| St. Helens, Oregon 97051 | |
| Attn: Casey Garrett | |
| 503/397-2353 | |
- 10.5 Landlord's Property. The following personal property is included and to be left upon the premises when the tenancy is terminated: (1) refrigerator, (1) cooking stove
- 10.6 Tenant further agrees that Tenant has personally inspected the premises and finds them satisfactory at the time of execution of this Rental Agreement (see "Rental House Walk Through" attached hereto as Exhibit A) and that Tenant has read and understands this Rental Agreement and all the stipulations contained herein.
- 10.7 Landlord has authorized the following person(s) to manage the premises on landlord's behalf: Casey Garrett or his designee.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement the day and year first above written and Tenant acknowledges receipt of a copy of this Rental Agreement.

TENANT:

By: Angella Rockwood

ODL#: A452241

Dated: 2/28/19

By: _____

ODL#: _____

Dated:

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Chair

By: _____
Commissioner

By: _____
Commissioner

Dated:

Approved as to form:

By: _____
County Counsel

COLUMBIA COUNTY PARKS DEPARTMENT

RENTAL AGREEMENT

THIS RENTAL AGREEMENT is entered into this 22 day of February, 2019, between Columbia County, a political subdivision of the State of Oregon, by and through its Parks Department, hereinafter referred to as "Landlord", and Annabelle Marcantonio and Chase Winnestorfer, hereinafter referred to as "Tenant."

For good and valuable consideration, the parties hereby agree as follows:

1. RENT

- 1.1 In consideration of the payment of the rent and performance of the Tenant's obligations herein contained, Landlord does hereby demise and let unto the Tenant and Tenant hires from Landlord for use as a residence those certain premises described as a single-wide, two bedroom mobile home (further detailed in Section 6 below), located at 64555 Nehalem Hwy N Vernonia, OR 97064, on a month-to-month tenancy beginning March 1, 2019, at a rental fee of \$900.00 per month, payable monthly on the last day of each and every month for the following month.
- 1.2 The first month's rent (for March) is due upon move in on or before March 1, 2019. The pro-rated amount shall be \$ 0.00/day times 0 days (\$000.00). Total due is \$ 1350.00.
- 1.3 Tenant shall pay rent by the first (1st) of each month at the following address: Columbia County Forests, Parks and Recreation Department, 230 Strand Street, St. Helens, Oregon, 97051.
- 1.4 It is agreed that if rent is unpaid after 5:00 p.m. on the fifth (5th) day of the month, Tenant shall pay a one-time late charge of \$90.00. Said charge shall apply to each late payment of rent. Any dishonored check shall be treated as unpaid rent and shall be subject to the same late charge plus a \$35.00 special handling fee and must be made good by cash, money order or certified check within twenty-four (24) hours of notification.
- 1.5 If Tenant fails to pay rent or other charges promptly when due, or to comply with any other term or condition hereof, Landlord at Landlord's option, and after proper written notice, may terminate this Rental Agreement.
- 1.6 Upon thirty (30) days written notice to Tenant, Landlord may change the rental fee or any other terms of this Rental Agreement.

2. SECURITY DEPOSIT

- 2.1 Tenant acknowledges that a \$ 900.00 security deposit is due and payable to Landlord, of which Landlord may claim all or part thereof as may be reasonably necessary to remedy Tenant's defaults in the performance of this Rental Agreement, including nonpayment of past-due rent, damage to the premises caused by Tenant, not including ordinary wear and tear, or failure to return to Landlord at the end of said tenancy keys to said premises. To

Tenant's defaults in the performance of this Rental Agreement, including nonpayment of past-due rent, damage to the premises caused by Tenant, not including ordinary wear and tear, or failure to return to Landlord at the end of said tenancy keys to said premises. To claim all or part of said deposit, Landlord shall give Tenant, within thirty (30) days after termination of the tenancy and delivery of possession of the premises to Landlord, a written accounting which states specifically the nature of the claim, and the portion not so claimed shall be returned to Tenant within said thirty (30) days. Landlord may recover damages in excess of said deposit to which Landlord may be entitled.

3. TERMINATION

3.1 This Rental Agreement may be terminated by either party giving the other party written notice of the party's intent to terminate the Rental Agreement not less than thirty (30) days prior to the date of termination.

3.2 In accordance with ORS 90.396, Landlord may otherwise terminate this Rental Agreement and take immediate possession of the premises upon giving Tenant twenty-four (24) hours written notice specifying the acts or omissions that constitute the cause for termination and the date and time of termination. Cause for 24-hour termination includes but is not limited to: Tenant, someone in Tenant's control or Tenant's pet seriously threatened to inflict personal injury, or inflicted substantial personal injury upon a person on the premises other than the tenant; Tenant, someone in Tenant's control or Tenant's pet inflicted substantial damage to the premises; or Tenant or someone in Tenant's control committed any act which is extremely outrageous.

3.3 Any hold-over by Tenant after the expiration of this Rental Agreement or any extension thereof, shall be as a tenancy from month to month. Upon termination of this Rental Agreement or upon the surrender or abandonment of the premises, Landlord may dispose of property abandoned on the Landlord's premises pursuant to ORS 90.425(2).

4. UTILITIES

4.1 Tenant shall pay for all utilities to include; electricity service, natural gas (or propane), telephone service, and household garbage service. Special exceptions: None.

5. INSURANCE

5.1 Landlord shall insure the premises. A certificate of insurance shall be available to Tenant upon request. Insurance of Tenant's possessions in or around the premises shall be the responsibility of the Tenant.

6. MAINTENANCE AND REPAIR

6.1 Tenant shall maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender same to Landlord in as good condition as when received, ordinary wear and tear and damage due to the elements excepted. The premises shall consist of a single-wide, two bedroom mobile home and storage beneath

the home (large shop is not included in this rental agreement).

6.2 Tenant shall maintain the yard surrounding the rental home, consisting of the fenced area around the home. The area between the rental home and the horseshoe pit shall be considered shared area between the Parks Department and the rental home. Tents, vehicles, or personal items are not allowed in this area. The front yard represents the park and shall not have personal items left out (tents, vehicles, etc.) If grass becomes four (4) inches or greater in height, Landlord shall give Tenant five (5) day notice, Landlord may mow the lawn and charge tenant \$50.00 per incident.

6.3 General tidiness is expected at all times surrounding the rental home. No abandoned appliances, equipment and/or vehicles will be permitted and may be removed by Landlord at Tenant's expense, following a five (5) day notice period.

7. RIGHT OF ENTRY

7.1 Landlord reserves the right to enter the premises for purposes of repair and maintenance to the interior and exterior of the residence, and to the grounds area. Landlord shall notify Tenant in writing twenty-four (24) hours prior to entering the premises, or of Landlord's intent to enter the premises. Tenant agrees to allow Landlord access to the premises for such purposes. Landlord may enter the premises in the event of an emergency without notice.

8. INDEMNIFICATION

8.1 Tenant agrees to assume all liability, indemnify, defend and hold Landlord harmless from all damages and all costs and fees in the defense thereof, caused by negligence or willful act of Tenant or Tenant's invitees or guests, in or upon any part of the demised premises, and to be responsible for any damage or breakage to Landlord's equipment, fixtures or appliances therein or thereon, not caused by Landlord's misconduct or willful neglect.

9. USE OF PREMISES

9.1 The premises shall not be occupied by more than (2) occupants. The occupants are: Annabelle Marcantonio and Chase Winnestorfer. Tenant shall report any change in occupancy to Landlord within five (5) days of the change. Tenant shall report to Landlord the names of any guests or invitees who stay overnight on five (5) or more consecutive nights. Any guests or invitees who stay for more than seven (7) consecutive days in a 30-day period, or more than 14 days in a calendar year, and who are 18 years or older, shall be added to this Rental Agreement and shall be subject to the terms and provisions hereof, and shall submit to a background check. Any guests or invitees deemed unacceptable tenants by the Landlord subsequent to a background check shall vacate the premises immediately upon notice by Landlord.

9.2 Tenant shall not have more than two (2) personal vehicles on the premises, which shall include cars, pickup trucks, utility trailers, RVs, boats on trailers, motorcycles and ATVs, and shall park them in a place out-of-the-way of regular park activities. Tenant shall not

allow any inoperable vehicle to remain on the premises for more than two (2) weeks. No major car repairs are to be made on the premises, including minor maintenance (oil changes are permitted).

- 9.3 Tenant shall not sub-let the demised premises, or any part thereof, or assign this Rental Agreement without Landlord's written consent. Any such sublease or assignment shall be void.
- 9.4 Pets are not allowed on the premises.
- 9.5 Smoking within the mobile home is prohibited.
- 9.6 The residence and any of its outbuildings shall be used only for their intended use (i.e., the outbuildings shall not be used for sleeping or living quarters).
- 9.7 The growing, production, use, possession and distribution of marijuana or marijuana products are prohibited in the mobile home or anywhere on the premises.

10. MISCELLANEOUS

- 10.1 No Waiver. Nothing herein shall be construed as waiving any of the rights provided by law of either party hereto. If Landlord at any time fails to require performance by Tenant of any provision hereof, such failure shall in no way affect Landlord's right hereunder to enforce the same, or any other provision.
- 10.2 Attorney Fees. In the event any suit or action is brought to collect any of said rents or to enforce any provision of this Rental Agreement or to repossess said premises, reasonable attorney's fees may be awarded by the trial court to the prevailing party in such suit or action together with costs and necessary disbursements; and on appeal, if any, reasonable attorney's fees, costs and disbursements may be awarded by the appellate court to the party prevailing on such appeal.
- 10.3 Applicable Law. Tenant shall not violate any federal, state or local law, regulation or ordinance in or about the premises.
- 10.4 Notice. Notice shall be deemed to be delivered to Tenant when such notice is placed in first class mail and sent to Tenant at the following address, and attached to the main entrance of that portion of the premises of which Tenant has possession. Notice shall be effective against the Landlord when it has been addressed as follows and placed in first class mail:

LANDLORD:
Columbia County
Forests, Parks & Recreation
1054 Oregon Street
St. Helens, Oregon 97051
Attn: Casey Garrett

TENANT:
Annabelle Marcantonio
Chase Winnestorfer
64555 Nehalem Hwy N
Vernonia, OR 97064

503/397-2353

- 10.5 Landlord's Property. The following personal property is included and to be left upon the premises when the tenancy is terminated: (1) refrigerator, (1) cooking stove
- 10.6 Tenant further agrees that Tenant has personally inspected the premises and finds them satisfactory at the time of execution of this Rental Agreement (see "Rental House Walk Through" attached hereto as Exhibit A) and that Tenant has read and understands this Rental Agreement and all the stipulations contained herein.
- 10.7 Landlord has authorized the following person(s) to manage the premises on landlord's behalf: Casey Garrett or his designee.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement the day and year first above written and Tenant acknowledges receipt of a copy of this Rental Agreement.

TENANT:
BOARD OF COUNTY COMMISSIONERS

LANDLORD:
FOR COLUMBIA COUNTY, OREGON

By: Chase Winnestorfer By: _____

Chair

ODL#: 4406071 _____

By: _____

Commissioner

Dated: February 22nd, 2019

By: _____

Commissioner

By: Annabella Murantornio

Dated: _____

ODL#: A200944 _____

Approved as to form:

By: _____

County Counsel

Dated: 02/22/19 _____

Clatskanie School District – Columbia County Public Health - MOA

MEMORANDUM OF AGREEMENT**Between****Clatskanie School District and
Columbia County**

This agreement is entered into by and between Clatskanie School District, hereinafter referred to as "District", and Columbia County, by and through its Public Health Department, hereinafter referred to as "County" or "LPHA", for the use of District facilities during a public health emergency.

WHEREAS, LPHA has been designated as the public health authority for all cities and unincorporated areas within its borders;

WHEREAS, LPHA and District desire to establish a relationship of cooperation in the event of a natural or human-caused public health emergency in Columbia County where mass medical countermeasure dispensing centers may become necessary for public health activities; and

WHEREAS, the District has public facilities with the capacity to perform triage, mass medical countermeasure dispensing activities in the event of a public health emergency and/or related regional emergencies; and

WHEREAS, the District and the LPHA desire to define communication and contingency plans if such a public health emergency or related emergency occurs;

NOW, THEREFORE, THE DISTRICT AND THE LPHA MUTUALLY AGREE AS FOLLOWS:

1) RESPONSIBILITIES OF THE DISTRICT:

- A) District shall provide use of those schools in the District identified in Attachment A Section I to LPHA, for the purpose of establishing triage, quarantine and/or mass medical countermeasure dispensing centers subject to mutual agreement.
- B) District shall vacate facility, or portions thereof, as outlined in Attachment A Section I as directed by the County Health Officer or LPHA Director and comply with mandates from the Office of the Assistant Secretary for Preparedness and Response and the Oregon Health Authority Public Health Division.
- C) District shall notify the County Health Officer or LPHA Director, or their designee(s) when premises are vacated.
- D) District shall make available the personnel identified in Attachment A Section II to address facility related issues that may occur when facilities are provided to LPHA.
- E) District shall identify and maintain a current contact list for the following applicable facility related systems which is attached hereto as Attachment A Section III:
 - i) Security systems
 - ii) Electrical systems

Clatskanie School District – Columbia County Public Health - MOA

iii) Refrigeration systems

2) RESPONSIBILITIES OF THE COUNTY:

- A) LPHA Director or their designee shall notify District in the event facilities are required by the LPHA.
- B) Subject to the Limitations of the Oregon Tort Claims Act (ORS 30.260-30.300) and the Oregon Constitution, LPHA agrees to indemnify and hold District harmless against any and all claims for personal injury or property damage and demands arising from the negligence, or intentional acts, of LPHA, LPHA's officers, agents, invitees or employees, as well as those arising from LPHA's failure to comply with any covenant in this agreement and shall, at LPHA's own expense, defend District against any and all suits and actions arising out of such negligence, or intentional acts, actual or alleged, and all appeals there from and shall satisfy and discharge any judgment which may be awarded against District in any such suit or action.
- C) LPHA shall ensure facility is cleaned by removing, any and all, debris related to public health activities, sanitized and de-contaminated, if indicated and required by the nature of the public health emergency or event. LPHA shall not keep any trash, garbage or waste or other refuse on school premises except in sanitary containers. LPHA shall keep all containers or other equipment used for the storage or disposal of such materials in a clean and sanitary condition. LPHA will be responsible for the appropriate and lawful disposal of all waste, including biohazard waste generated by the LPHA's use of school premises.
- D) LPHA shall notify the District when facility is cleared and available for re-occupancy.
- E) LPHA's agents or employees shall not cause or permit any hazardous material to be released in the environment or disposed of on, in or about the school premises. LPHA covenants to remove from the premises at LPHA's sole cost and expense, any and all hazardous material brought upon, used or released into the environment associated with LPHA's use of school premises. To the fullest extent permitted by the Oregon Tort Claims Act, LPHA agrees to indemnify, defend, protect and hold harmless the District from any and all claims, fines, penalties resulting from the storage or release of any hazardous material associated with LPHA's use of school premises.
- F) LPHA agrees to provide the necessary level of security to maintain order and the safety of school premises. LPHA further agrees to use school premises in accordance with rules and regulations for the District School Board and Local School Committee, including adhering to the Federal and State OSHA Standard on Bloodborne Pathogens. Once possible Points of Dispensing (POD) location(s) have been identified, the LPHA will then contact the facilities management (in case of schools, Superintendent, or other predetermined contact) to find out whether the facility is available. If the facility is available, then the LPHA will arrange to meet a facility representative at the POD. During the time that the facility is used by the LPHA, no modifications or changes will be made to the facility/property without express written approval of the School/District. Contact will be maintained with public officials to ensure

Clatskanie School District – Columbia County Public Health - MOA

security and sanitation as well as the coordination of activities with the local emergency management.

Once the need for the POD has passed, the LPHA will clean up and close down their use. Prior to vacating the facility, representatives of both parties will again inspect the facility/property to note any discrepancies on the release form. Normal wear is considered to be the responsibility of the school/District.

The facility/property will be returned to the school/District in the same condition as it was when occupied.

3) ADDITIONAL TERMS:

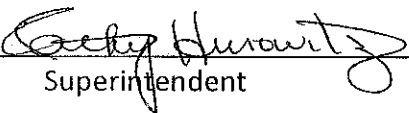
- A. This agreement does not create any agency status or fiduciary relationship between the parties, their employers, agents or successors.
- B. Each party to this agreement shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third parties that may reasonably result from performance of its lawful functions. This agreement shall not be construed as seeking to enlarge any obligation or duty owed by either party to third parties or to increase the liability of any party beyond that which is imposed by law.

4) EFFECTIVE DATE AND TERMINATION:

This agreement shall commence on the last date signed by the parties, below. Either party may terminate this agreement by submitting written notice to the other party thirty (30) days prior to termination.

CLATSKANIE SCHOOL DISTRICT

COLUMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS

By: 
Superintendent

By: _____
Henry Heimuller, Chair

Date: 3-5-19

Date: _____

Approved as to form

By: _____
Office of County Counsel

Attachment A

I. Description of District Facilities to be Used

The District will provide access to Clatskanie Middle High School for use by the LPHA. If the LPHA needs to occupy the facility while school is in session it agrees to occupy only the Middle High School section of the cafeteria with access to the kitchen refrigerators and adjoining restrooms. Actual details of joint occupancy may be revised by agreement between the District and LPHA at the time of the emergency depending on the type of emergency and the needs of the LPHA.

II. Description of Personnel Expectations

The District will provide the assistance of the District Maintenance Supervisor, or their designee, during the initial occupancy of the Middle High School. The District will also provide a custodian to be on call, during their regular work hours to provide routine access to the facility, answer facility/maintenance related questions, etc. The District understands that it is not its responsibility to provide custodial or maintenance service to the area occupied by the LPHA.

III. Facility Contact List

District Superintendent, Cathy Hurowitz	503-728-0587
Director of Facilities and Operations, Paul Simmons	503-728-2103
High School Principal, Jim Helmen	503-728-2260

Security Systems Contacts

District Maintenance Supervisor, Paul Simmons	503-728-2103
District Director of Facilities & Ops, Paul Simmons	503-728-2103
Central Alarm Paul Simmons	503-728-2103

Electrical Systems Contacts

District Maintenance Supervisor, Paul Simmons	503-728-2103
District Director of Facilities & Ops, Paul Simmons	503-728-2103

Refrigeration Systems Contacts

District Maintenance Supervisor, Paul Simmons	503-728-2103
District Director of Facilities & Ops, Paul Simmons	503-728-2103

PUBLIC SERVICES CONTRACT
(ORS Chapter 279B)
by and between COLUMBIA COUNTY and
NEW LEGENDS, LLC

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and New Legends, LLC, hereinafter referred to as "Contractor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective on the date last signed below.
2. Completion Date. The completion date for this Agreement shall be no later than June 30, 2019, unless sooner terminated as provided herein.
3. Contractor's Services. Contractor agrees to provide the services described in the Contractor's Proposal, a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference. In case of conflict between Contractor's Proposal and this Agreement, this Agreement shall control.
4. Consideration. County shall pay Contractor on a fee-for-service basis, an amount not to exceed \$8,900.00, said amount to be the complete compensation to Contractor for the services performed under this Agreement. These fees shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made at the satisfactory completion of each project phase as set forth in Exhibit A which is attached hereto and is incorporated herein by this reference. Contractor shall submit an invoice to the County for payment. Payment shall be made within 30 days of the date of the invoice.

This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 17 of this Agreement.

5. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY
 Karen Kane
 Communications
 230 Strand St.
 St. Helens, OR 97051
 503-397-7228
karen.kane@co.columbia.or.us

FOR CONTRACTOR
 Patsy Feeman
 New Legends, LLC
 PO Box 6228
 Edmonds, WA 98026
 503-803-0374
patsy@newlegendsnow.com

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.
8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as

a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]

B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279B.230 (1)]

C. Contractor shall pay employees at least time and a half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [ORS 279B.235 (5)(a)]

D. Contractor shall notify employees in writing, who work under this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work. [ORS 279A.235 (5)(b)]

E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS

656.126. [ORS 279B.230 (2)]

F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.
12. Tax Compliance. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).
13. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.
14. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
15. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.

16. Insurance. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.
17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:
- A. If Contractor fails to perform the work in a manner satisfactory to County.
 - B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor, which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

18. Time of the Essence. The parties agree that time is of the essence in this Agreement. Upon receipt of a Notice to Proceed from the County, Contractor shall diligently proceed to complete the project in a timely manner.

Failure of Contractor to complete the project within the time stated herein, will be a material breach of the Agreement unless such failure is due to the failure of the County to provide information or permit approvals in a timely manner which causes delay in the Contractor's performance.

19. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
20. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
21. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
22. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
23. Attorneys Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
24. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
25. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
26. 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.
27. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING THE CONTRACTOR'S PROPOSAL) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.

CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR:
NEW LEGENDS, LLC

OWNER:
COLUMBIA COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____

By: _____
Henry Heimuller, Chair

Name: _____

Date: _____

By: _____
Margaret Magruder, Commissioner

Approved as to form

By: _____
Alex Tardif, Commissioner

By: _____
Office of County Counsel

Date: _____



NEW LEGENDS NOW

Proposal for Strategic Planning Columbia County, Oregon

January 21, 2019

This proposal is valid for 14 days from the date above. When signed by all parties, including any adjustments agreed to by all parties, the finalized proposal represents the Contract for Services between New Legends Now (NLN) and Columbia County, Oregon for the period from January 21, 2019 through June 30th, 2019.

SITUATION APPRAISAL

Slow to recover from the 2009 economic downturn, Columbia County is now poised for growth. Unique to that growth is the fact that the County includes two diverse economies – one classified as an urban county adjacent to the largest metropolitan area in the state while the second having many characteristics of a rural economy.

To maximize the economic growth opportunities and stay aligned with their commitment to serve the residents of Columbia County, the Columbia County Board of Commissioners took a significant step this past spring towards creating a long-range plan by approving a new mission statement, vision, and values definition for the county. With these key foundational components codified the county is ready to enter into a strategic planning process to establish structures and systems to make the vision a reality by implementing the strategy into the daily actions of each and every employee.

To support the strategic planning process a team of employees from different departments and with various job duties has been formed. This group, along with guidance from the team who developed the mission, vision and values, will lead the process.

PROCESSES & SCOPE OF WORK

This proposal is in Three Phases. This document represents a starting point for clarity and alignment in how New Legends Now can best support Columbia County to achieve your vision by creating a successful strategic plan and strategic execution process that is integrated into the daily and annual work of the county.

PHASE 1: ORGANIZATIONAL READINESS and CULTURE AWARENESS

(4-6 weeks duration)

\$ 1,400

- Establish a framework for organizational readiness for a strategic planning and execution process that includes: finalization of the document(s) for the planning process, communication regarding the process, determination of who is to be involved, and identifies lines of responsibility and accountability.
- Gain clarity and insight into Columbia County's culture by developing with project sponsors (Karen Kane and Erin O'Connell) a simple, short culture survey and survey introduction with a short working definition of "culture," for all employees. This survey is intended to gauge the current culture of the county and perception of leadership.
- Analyze, present and discuss overall results and key themes to the board, department heads and Strategic Planning team that will include the impact culture has on an organization, "why is this important to the county and why now," and how this impacts what the county has a commitment to achieving.

Assumptions:

- The culture assessment survey will be electronically set up and run by the County and is to be anonymous and confidential.
- Participants in all phases of this process will be organized and invited by the County.
- Logistics and preparation will be provided by the County.

PHASE 2: MIND MAP and STRATEGIC PRIORITIES ROAD MAP

(3-5 weeks duration)

\$ 2,500

- Prepare and deliver a short overview on culture (definition and importance of) and strategic planning process.
- Discuss Columbia County's culture survey results and how culture can affect progress both negatively and positively and how leadership has the biggest impact on culture and performance.
- Facilitate a Mind Mapping exercise to create alignment on the current reality of the state of the county; assure the board and key leadership team have a common understanding of the county's current culture and identify the three to five top strategic priorities as opportunities for progress and success as determined by the commissioners and key stakeholders.. (up to half day for overview on culture and Mind Mapping exercise) for 40 – 45 people.

Assumptions:

- Logistics, including space, materials and at least one support staff for mind map process documentation, will be by the County.
- Follow up documentation, as needed, will be organized by the County.

PHASE 3: STRATEGIC PLANNING PROCESS

(5-6 weeks duration)

\$ 5,000

- Design and deliver a strategic planning process (one day total in one or two sessions) to complete a One Page Strategic Plan that captures the bedrock elements (mission, vision, values); the BHAG (Big Harry Audacious Goal) a long term goal, SWT's (strengths, weaknesses and trends) and establishes the top three to five first year initiatives.
- Present and practice high-performance tools: Safety Net, Ladder of Inference and others as determined pertinent.
- Determine a cadence and process overview for ongoing leadership and strategic delivery teams to effectively execute on the strategic initiatives.
- Discuss and align on communication to the rest of the organization regarding the strategic planning effort and opportunity for the County.

Assumptions:

- All documentation, edits, etc. on the One Page Simplified Plan (provided by NLN and finalized formatting in Phase 1) will be by the County with assistance from New Legends Now.
- Logistics, including space, preparation materials, organizational coordination and documentation will be by the County.

Total Fee for Phases 1, 2 and 3 = \$ 8,900.00

PHASE 4: EXECUTION: Develop and Deploy

(Not included in this scope and could include)

- Engage the next level of leaders and the strategic planning committee in the creation of quarterly “rocks,” initiative action plans.
- Develop cross-functional teams for deployment of the action plans.
- Learn and practice more tools for execution and communication.
- Create critical success factors and KPIs to measure progress.
- Measure progress and continue to engage strategically with a focus on execution within all teams.

APPROACH & CLIENT RESPONSIBILITIES

The client’s success and wellbeing are at the heart of NLN consulting philosophy. NLN consultants are respectful of the client’s needs and requests, constructive in their feedback, attentive to the client’s boundaries, mindful of confidentiality and conflicts of interest, and forthright in addressing issues as they emerge.

NLN consultants bring objectivity, insight, reflection, and specific tools and examples to the work. However, the ability to effectively apply the learning in specific situations is the right and responsibility of the client. In other words, the client is responsible for their success. Our clients are resourceful, capable, and responsible for doing

CONFLICTS OF INTEREST

Any conflict of interest will be discussed and resolved with the client’s best interest in mind. If a conflict arises, the consultant will identify it and attempt to resolve it with the client as soon as possible.

MUTUALLY ASSURED SUCCESS

It is the philosophy of NLN that we will work together to assure our mutual success. We are committed to working with the level of honesty, clarity, and alignment that we ask our clients to bring to their culture and strategy work. To that end, we propose the following commitments.

NLN WILL—

- Lead the project collaboratively and in partnership with the project sponsors and leadership team(s);
- Introduce resources and tools to help define, communicate and operationalize the desired culture and strategic focus;
- Bring objectivity, experience and insight to facilitate the learning and ownership for successful delivery of strategic intent;
- Be responsive to needs and requests of the Client;
- Keep the Client informed of any potential delivery challenges;
- Maintain confidentiality at all times;
- Advise the Client of circumstances that might cause a breach of confidentiality, objectivity, or conflicts of interest;

CLIENT RESPONSIBILITIES:

- Commit to agreed-upon efforts;
- Apply learning to their on-going business situations;

- Establish and commit to meetings to ensure accountability and “staying on track;”
- Provide direct and timely feedback;
- Allow access to information and people for the work being done;
- Be responsive;
- Keep NLN informed of strategic changes and other issues that can impact the project.

PROJECT FEES

The fee for completion of Phases 1 – 3 (inclusive of all elements defined above) is below.

PHASE 1	Organizational Readiness and Culture Assessment	\$ 1,400.00
PHASE 2	Mind Map and Strategic Priorities	\$ 2,500.00
PHASE 3	Strategic Planning Process	<u>\$ 5,000.00</u>
	TOTAL	\$ 8,900.00

BILLING

Billing will take place at the end of each phase in the month in which services for that phase are completed with payment due within 30 days.

DATE SUBMITTED: January 21, 2019

SIGNED AND AGREED FOR THIS SCOPE OF WORK:

Signature: _____
 Karen Kane,
 Communications for Columbia County

Date: _____

Signature: _____
 Leb Tannenbaum
 CEO, New Legends Now

Date: _____

Signature: _____
 Patsy Feeman
 Senior Associate, New Legends Now

Date: _____

Columbia County



INDEMNITY AGREEMENT

Cherie Moylan, Office Manager
Columbia County Public Works
1054 Oregon Street
St. Helens, Oregon 97051
503.366.3961

Board of County Commissioners
Columbia County Courthouse
230 Strand, Room 331
St. Helens, Oregon 97051
503.397.4322

In consideration of the issuance of a permit by Columbia County for the Public Road Event known as the ORRC Vernonia Marathon @ Hills to be held on 4-14-, 2019, the undersigned sponsor/applicant for the event hereby agrees to indemnify, defend, save, and hold harmless Columbia County, its officers, agents and employees, and other affected public agencies, their officers, agents and employees (collectively, the "indemnitees") from all suits, actions, damages or claims to which the indemnitees may be subjected of any kind or nature whatsoever resulting from, caused by, and arising out of or as a consequence of such Public Road Event and the activities permitted in connection therewith.

Sponsor/applicant shall maintain commercial general liability and property damage insurance in an amount of not less than \$2 million per occurrence to protect indemnitees. Sponsor/applicant shall provide County a certificate or certificates of insurance in the amount described above, which names County, its officers, agents, and employees, and the affected public agencies, their officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement.

Oregon Road Runners Club
(Agency)

By: Mark J. Barnett
(Signature of Authorized Agent)

Dated: 3-6-19

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Chair

Dated: _____

RETURN TO:
Columbia County Public Works
Attn: Cherie Moylan
1054 Oregon Street
St. Helens, Oregon 97051
503.366.3961(O)
503.397.7215(Fax)
cherie.moylan@co.columbia.or.us



RECEIVED
JAN 25 2019
ROAD DEPT.

PUBLIC ROAD EVENT PERMIT APPLICATION

(Please type or print clearly and submit with application fee of \$100 for small events, \$300 for large events [300 or more participants])

Date: 1-22-19

Name of Event: ORRC Vernonia Marathon & Half Marathon
Sponsor: Oregon Road Runners Club
Type of Event: foot race
Purpose of Event: _____
Date of Event: 4-14-19 Beginning Time: 7am
Expected Number of Participants: 600 Ending Time: 3pm
Location of Assembly Area(s): Cedar Ridge Retreat Center
Assembly Beginning Time: 7am
Number of Volunteers 25 Number/Type of Support Vehicles 10 cars

Route: Submit a map with the route clearly drawn. Indicate starting point, direction and ending point. Also include plans for rest stops, first aid stations, support vehicles, etc.

Name of Applicant Oregon Road Runners Club
Address 4840 SW Western Ave., Beaverton OR 97005
Work Phone _____ Home Phone _____ E-mail _____

Contact Person (other than applicant) Mark Barrett
Address P.O. Box 1035, Forest Grove OR 97116
Work Phone _____ Home Phone 503-821-9577 E-mail M.Barrett@orrc.com

Chair/Race Director (for athletic events) Mark Barrett
Address _____

Work Phone _____ Home Phone _____ E-mail _____
Previous Experience Race Director of this event since 2004

By signing this application, sponsor agrees to all terms and conditions set forth in the Public Road Event Ordinance, and any special conditions listed in the Permit, if this application is accepted and a Permit is issued by the County.

RETURN TO:
Columbia County Road Department
Cherie Moylan, Office Manager
1054 Oregon Street
St. Helens, Oregon 97051
503.366.3961 (O)
503.397.7215 (Fax)
cherie.moylan@co.columbia.or.us

Oregon Road Runners Club
(Name of Sponsor)

By: Mark Barrett 1/22/19
(Signature of Authorized Agent)

For Use By County: Permits/Public Events/Forms/Public Road Event Application

Application Received _____
Application Fee Paid \$ _____
Permit Issued _____

Insurance Certificate Received _____
Indemnity Agreement Signed _____
Deposit Received: \$ _____



Moylan, Cherie <cherie.moylan@co.columbia.or.us>

2019 ORRC (Oregon Road Runners Club) - Vernonia Marathon & Half-Marathon

1 message

Moylan, Cherie <cherie.moylan@co.columbia.or.us>

Mon, Feb 25, 2019 at 12:57 PM

To: Brian Pixley <brian.pixley@co.columbia.or.us>, Steve Pegram <steve.pegram@co.columbia.or.us>, "Schwartz, Luther" <luther.schwartz@state.or.us>, "Buffington, Mark W" <mark.w.buffington@odot.state.or.us>, "Marsha A. Higgs" <marsha.a.higgs@odot.state.or.us>, Mike Conner <conner@vernonia-or.gov>, Dean Smith <firechief@vernoniarfpd.us>, Josette Mitchell <jmitchell@vernonia-or.gov>, publicworks <publicworks@co.columbia.or.us>, Casey Garrett <casey.garrett@co.columbia.or.us>

Cc: Mike Russell <michael.russell@co.columbia.or.us>, "Welter, Lonny" <lonny.welter@co.columbia.or.us>, "Wood, Tristan" <tristan.wood@co.columbia.or.us>, "McIntyre, Robin" <robin.mcintyre@co.columbia.or.us>, Bill Goodwin <bill.goodwin@co.columbia.or.us>, Lara Marzilli <lmarzilli@columbia911.com>, Shaun Brown <shaun.brown@co.columbia.or.us>

Bcc: "Moylan, Cherie" <cherie.moylan@co.columbia.or.us>

The ORRC/Vernonia Marathon has submitted an application for a Public Road Event Permit for the above-referenced event, to be conducted on Sunday, April 14, 2019. They are expecting approximately 600 participants (runners and walkers), with roughly 25 volunteers and 10 support vehicles, and will be using County and State roads, as listed below.

The event will start at approximately 7:00 a.m. from the Cedar Ridge Retreat Center, located at 18062 Keasey Road, Vernonia, OR 97064, with an anticipated end time of 3:00 p.m. The route is as follows by the attached Course Map and Details. A copy of the application has also been attached for your reference.


If you will need additional signage for this event, feel the need for additional coordination of any kind, or may need to "ramp up", please let me know as soon as possible so that we can assist in those needs.

Mark Barrett has been the director of this event since 2004, with the event being very successful with no issues to report. Does anyone see or have any issues or concerns with the event this year? If you would please let me know either way, I would appreciate it. I would like to present this to the Board of County Commissioners for their consideration in the near future.


Thank you for your timely response.
Cherie

Cherie Moylan | Office Manager | Columbia County Public Works
1054 Oregon Street | St. Helens, OR 97051
Ph: 503.397.5090 | Fax: 503.397.7215 | cherie.moylan@co.columbia.or.us
Service ~ Engagement ~ Connection ~ Innovation

3 attachments

 application_ORRC_2019 Road Event.pdf
315K

 course plan_ORRC_2019 Road Event.pdf
518K

 map_ORRC_2019 Road Event.pdf
528K



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Group 959 E. 4th St. P.O. Box 1600 Marion IN 46952		CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260) 338-2925 FAX (A/C, No): E-MAIL ADDRESS: mmayers@insmgt.com	
INSURED Road Runners Club of America/2019 and Its Member Clubs 1501 Lee Highway, Suite 140 Arlington VA 22209		INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company NAIC # 11991 INSURER B: Nationwide Life Insurance Co. 66869 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2019 \$2M A.I. **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Legal liability to Participant \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		KR00000007654600	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ Unlimited PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		KR00000007654600	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 deduction)		SPX0000030282400	12/31/2018	12/31/2019	Excess Medical \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Columbia County and all other affected public agencies, the Board of County Commissioners and the boards of other affected public agencies, their officers including the Columbia County, agents and employees are NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.
DATE OF EVENT(S): 04/14/19 ORRC Vernonia Marathon **INSURED RRCA CLUB/EVENT MEMBER:** Oregon Road Runners Club, Att'n: Mark Barrett, 4840 SW Western Avenue, Beaverton, OR 97005 **Attached:** KRGL56 & KRGL79

CERTIFICATE HOLDER

04/14/19 Columbia County
 1054 Oregon Street
 St. Helens, OR 97051

RECEIVED

JAN 25 2019

ROAD DEPT.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Terry Diller/MARG

Terry R. Diller

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National Casualty Company

ENDORSEMENT
NO. 0000

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12 OF A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KR00000007654600	12/31/18	ROAD RUNNERS CLUB OF AMERICA	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED OWNERS AND/OR LESSORS OF PREMISES, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

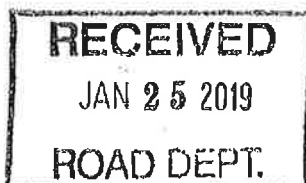
The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

- Owners and/or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
 - a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
 - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of the premises;
 - c. This insurance does not apply to liability of the owners and/or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

- Sponsors
- Co-Promoters
- Any individual person(s) or organization(s) listed below.

Coaches, Officials and Volunteers are Additional Insureds but only while acting within the scope of their duties for the Insured (other by request and endorsement, subject to underwriting approval). Medical Personnel is available at 2% of GL Premium of a minimum of \$300 whichever is greater.



AUTHORIZED REPRESENTATIVE

DATE

National Casualty Company

ENDORSEMENT
NO. 0000

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 AM STANDARD TIME)	NAME OF INSURED	AGENT NO.
KRC00000007654000	12/31/18	ROAD RUNNERS CLUB OF AMERICA	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The Other Insurance condition of this Coverage Part is replaced by the provision marked below with an "X" in the box.

Other Insurance

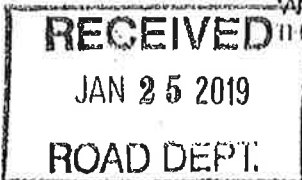
- If other valid and collectible insurance with any other insurer including any formal self-insured retention programs is available to you covering a loss also covered by this Coverage Part, other than insurance that is in excess of the insurance afforded by this Coverage Part, the insurance afforded by this Coverage Part shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this insurance subject to the terms, conditions and limitations of other insurance.
- Coverage afforded under this Coverage Part is primary insurance and Other Insurance shall not apply as respects
AS REQUIRED BY CONTRACT FOR OWNERS/LESSOR OF PREMISES ONLY.
as additional insureds.

The Cancellation condition of this Coverage Part is amended by the addition of the following if an "X" is in the box:

Cancellation

The following is added: It is a condition of the Policy by this Endorsement that the Policy will not be cancelled without 30 days' prior written notice to:

ANY ENTITY ON FILE WITH COMPANY THAT REQUIRES PRIOR NOTICE THROUGH WRITTEN CONTRACT PERMIT OR AGREEMENT.

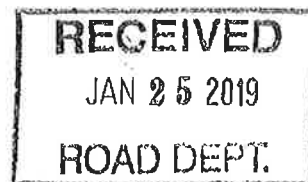


and further, that the person(s) named above are not liable for the payment of any premiums or assessments on this Policy.

AUTHORIZED REPRESENTATIVE

DATE

ORRC Vernonia Marathon & Half Marathon
April 14, 2019



The Courses

The marathon starts in Vernonia at the intersection of Keasey Road and Edens Road (near Cedar Ridge Retreat Center), heading south on Keasey Road (which becomes State Street in town), goes west on Bridge Street, south on Adams, then through Anderson Park and loops clockwise around Vernonia Lake, then back through Anderson Park and onto the Banks-Vernonia State Trail. Runners exit the trail at the Banks Trailhead, proceed south on Main Street (on the sidewalk), through the Banks High School parking lot and onto the track for the finish.

The half marathon starts at Hilltop (inside Stub Stewart State Park), goes up the hill to the Clayhill Horse Staging Area, then back down the hill, looping around the Welcome Center, then down the road and onto the Banks-Vernonia State Trail. Runners exit the trail at the Banks Trailhead, proceed south on Main Street (on the sidewalk), through the Banks High School parking lot and onto the track for the finish.

Water Stations/Potties

There will be water stations and potties at Anderson Park (Miles 2 & 4), Milepost 66 (Mile 7), McDonald Road (Mile 10), Top Hill Trailhead (Mile 13), Stub Stewart (Mile 15/Mile 2), Buxton Trailhead (Mile 18/Mile 5), Manning Trailhead (Mile 21/Mile 8), Crossman Place (Mile 23/Mile 10), and Banks Trailhead (Mile 25/Mile 12).

Traffic Plan

Permits will be obtained for the staging area (Cedar Ridge Retreat Center) Keasey Road (Columbia County), State Street (City of Vernonia), Bridge Street (ODOT), lake trail (City of Vernonia), and the Banks-Vernonia State Trail (OPRD). The trail crosses Adams Road (Vernonia), McDonald Road (Columbia County), Highway 47 (ODOT), Nowakowski Road (Washington County), Stub Stewart State Park entrance road (OPRD), Bacona Road (Washington County), Pongratz Road (Washington County), Pihl Road (Washington County), Sell Road (Washington County), and Crossman Road (Washington County). At the Banks Trailhead the course crosses the Sellers/Banks/Cedar Canyon Road intersection and down Main Street (ODOT, City of Banks) and onto the Banks HS track (Banks School District). Runner will be instructed to obey appropriate traffic laws. Volunteer course marshals will be at key intersections and ODOT-approved signs will warn traffic. Police, Sheriff Reserves and/or certified flaggers will be used on Keasey/Edens Road, State/Bridge Street, Highway 47 at Tophill Trailhead and the Banks Trailhead.

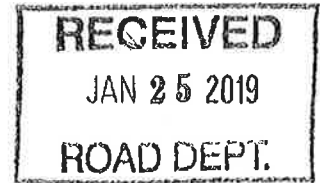
Parking Plan

Most participants will park in Banks and be bused to their respective starts in Vernonia or in Stub Stewart State Park. There is ample parking at Banks HS/MS, Banks Elementary, Sunset Park and on city streets. We will get permission from the City of Banks, the Banks School District and Sunset Park to use their parking areas. There is ample parking at the start areas at Cedar Ridge and at Hilltop in Stub Stewart for those runners who choose to park at the start.

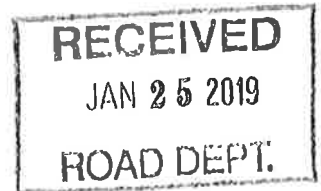
Emergency Medical Plan

Each water station will have a basic first aid kit. Local police and fire departments will be notified of the event. There will be a first aid kit and AED at the finish. There will be EMS personnel on the course.

Revised 1-9-19



ORRC Vernonia Marathon & Half Marathon
April 14, 2019



Plans for City of Vernonia/Columbia County

Course and Schedule

Most of the 200 expected marathoners (another 400 half marathoners start in Stub Stewart State Park) will park in Banks and be bused to the staging area at Cedar Ridge Retreat Center, arriving in Vernonia between 6:45am and 8:00am. At 7:45am the participants will be directed to the start area on Edens Road. At 8:00am all runners and walkers will start at the intersection of Edens and Keasey Roads, heading south against traffic. Initially participants will use both lanes, but will quickly be directed to use only the left lane. As Keasey Road becomes State Street, participants will be directed to cross to the right side of the street in anticipation of a right turn on Bridge Street. They will cross Bridge Street and go onto the sidewalk, then turn left (south) on Adams Avenue, then into Anderson Park. After a loop around the lake, they go onto the Banks-Vernonia State Trail.

Course Marshals and Aid Stations

A Vernonia Police officer will be needed at the start and at the State/Bridge Street intersection. ORRC will provide volunteer course marshals at all other intersections between the start and Anderson Park. The last walker should cross Bridge Street at approximately 8:45. There will be an aid station in Anderson Park, which the participants will pass twice. We will need access to running water and the restrooms at the Anderson Park shelter.

Contact Mark Barrett (Race Director) for any questions at Mbarretts@aol.com or 503-821-9577

Revised 1-9-19

ORRC Vernonia Marathon & Half Marathon
April 14, 2019



ODOT Plan

The Courses

The marathon starts in Vernonia at the intersection of Keasey Road and Edens Road (near Cedar Ridge Retreat Center), heading south on Keasey Road (which becomes State Street in town), goes east on Bridge Street/ Hwy 47 (on the sidewalk), loops clockwise around Vernonia Lake, then back on California Street, then west on Bridge St/Hwy 47 (on the sidewalk), turns south on Weed Ave, east on Maple Street, south on Adams Ave, through Anderson Park and onto the Banks-Vernonia State Trail. Runners exit the trail at the Banks Trailhead, proceed south on Main Street (on the sidewalk), through the Banks High School parking lot and onto the track for the finish.

The half marathon starts at Hilltop (inside Stub Stewart State Park), goes up the hill to the Horse Camp, then back down the hill, looping around the Welcome Center, then down the road and onto the Banks-Vernonia State Trail. Runners exit the trail at the Banks Trailhead, proceed south on Main Street (on the sidewalk), through the Banks High School parking lot and onto the track for the finish.

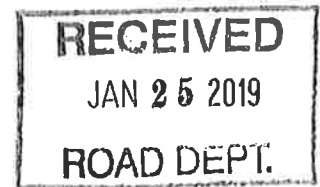
Scheduled Highway 47 Crossings:

- 1) Bridge Street & State Street in Vernonia (Milepost 62.3 in Columbia County): Most of the 200 expected marathoners will park in Banks and be bused to the staging area at Cedar Ridge Retreat Center, arriving in Vernonia between 6:45am and 7:30am. All marathoners start at 8:00am. They will cross Bridge Street (Highway 47) at State Street and go onto the south sidewalk, heading west. Runners will cross the highway between 8:10am and 8:30am. A Vernonia Police officer will provide coverage at this intersection. Traffic control devices (signs) will be placed so they are visible to traffic.
- 2) Highway 47 at Tophill Trailhead (Milepost 72 in Washington County): The 200 runners will be spread out by this time, at the 13 mile mark. They will cross Highway 47 on the Banks-Vernonia State Trail at the Tophill Trailhead, crossing between 9:15am and 11:15am. Two certified flaggers will be stationed here. They will not be stopping traffic, but will direct traffic to slow down as they pass the trailhead. Runners will be instructed to defer to traffic, both in writing before the event and during the event as they approach the highway. Traffic control devices (signs) will be placed so they are visible to traffic. Parking will not be permitted within 200 feet of the crossing.
- 3) Intersection of Hwy 47/NW Banks Road/Cedar Canyon Road/Sellers Road/Main Street in Banks (Milepost 83 in Washington County): By this time the estimated 400 half marathoners have joined the 200 marathoners on the Banks-Vernonia State Trail,

ending at the Banks Trailhead. Under the supervision of certified flaggers, runners will cross Banks Road in the crosswalk and go onto the sidewalk of Main Street (Highway 47). Runners will be crossing here between 10:15am and 2:30pm. The flaggers will not be stopping traffic, but will direct traffic to slow down as they pass the trailhead. Runners will be instructed to defer to traffic, both in writing before the event and during the event as they approach the highway. Traffic control devices (signs) will be placed so they are visible to traffic. Runners will be on the sidewalk until they enter the Banks High School parking lot (Milepost 83 to 83.5).

Contact Mark Barrett (Race Director) for any questions at Mbarretts@aol.com or 503-821-9577

Revised 1-9-19



ORRC
 Vernonia
 Marathon

Banks-Vernonia State Trail

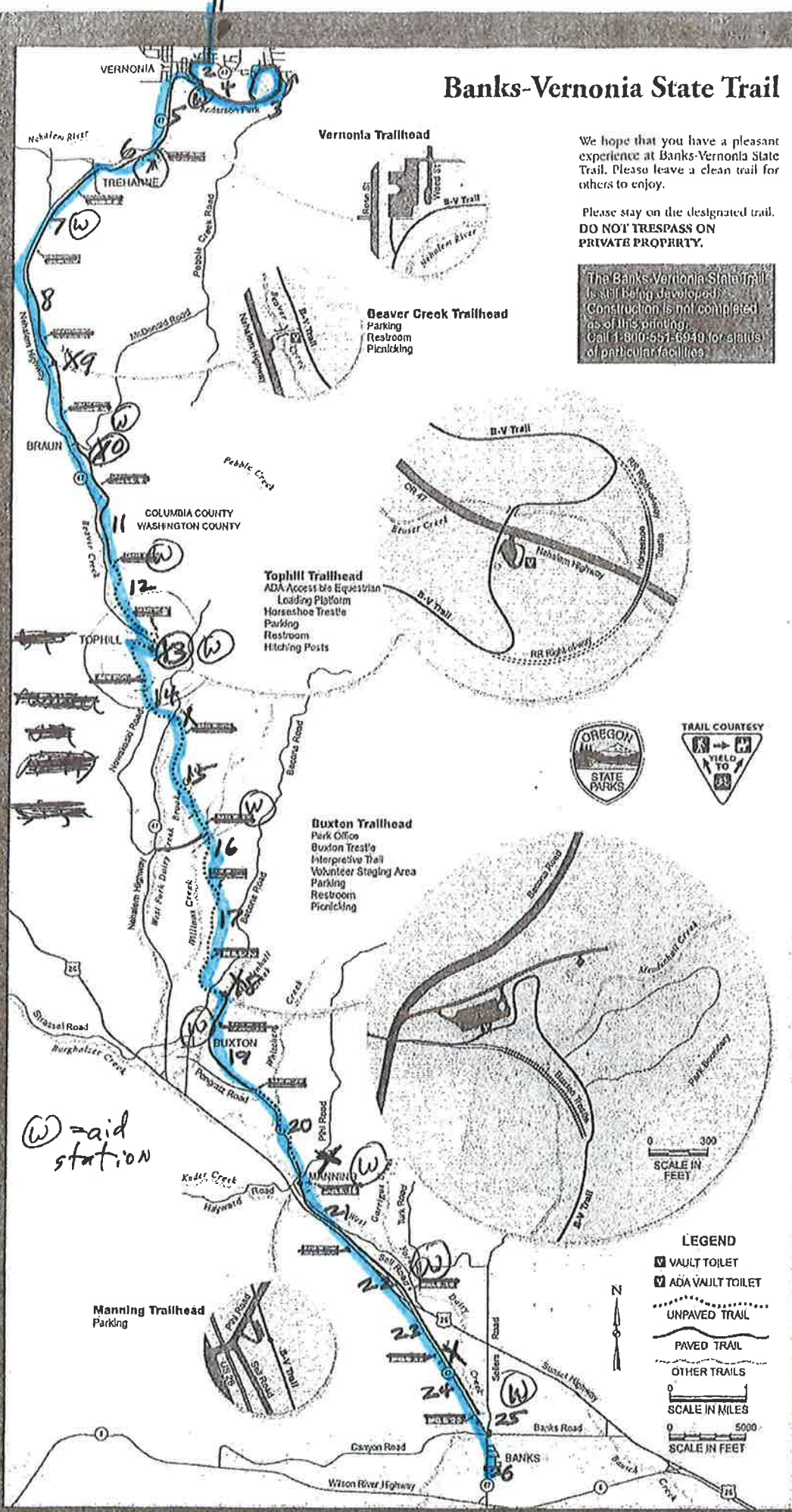
We hope that you have a pleasant experience at Banks-Vernonia State Trail. Please leave a clean trail for others to enjoy.

Please stay on the designated trail. **DO NOT TRESPASS ON PRIVATE PROPERTY.**

The Banks-Vernonia State Trail is still being developed. Construction is not completed as of this printing. Call 1-800-551-6940 for status of particular facilities.

Ⓢ = aid station

RECEIVED
 JAN 25 2019
 ROAD DEPT.

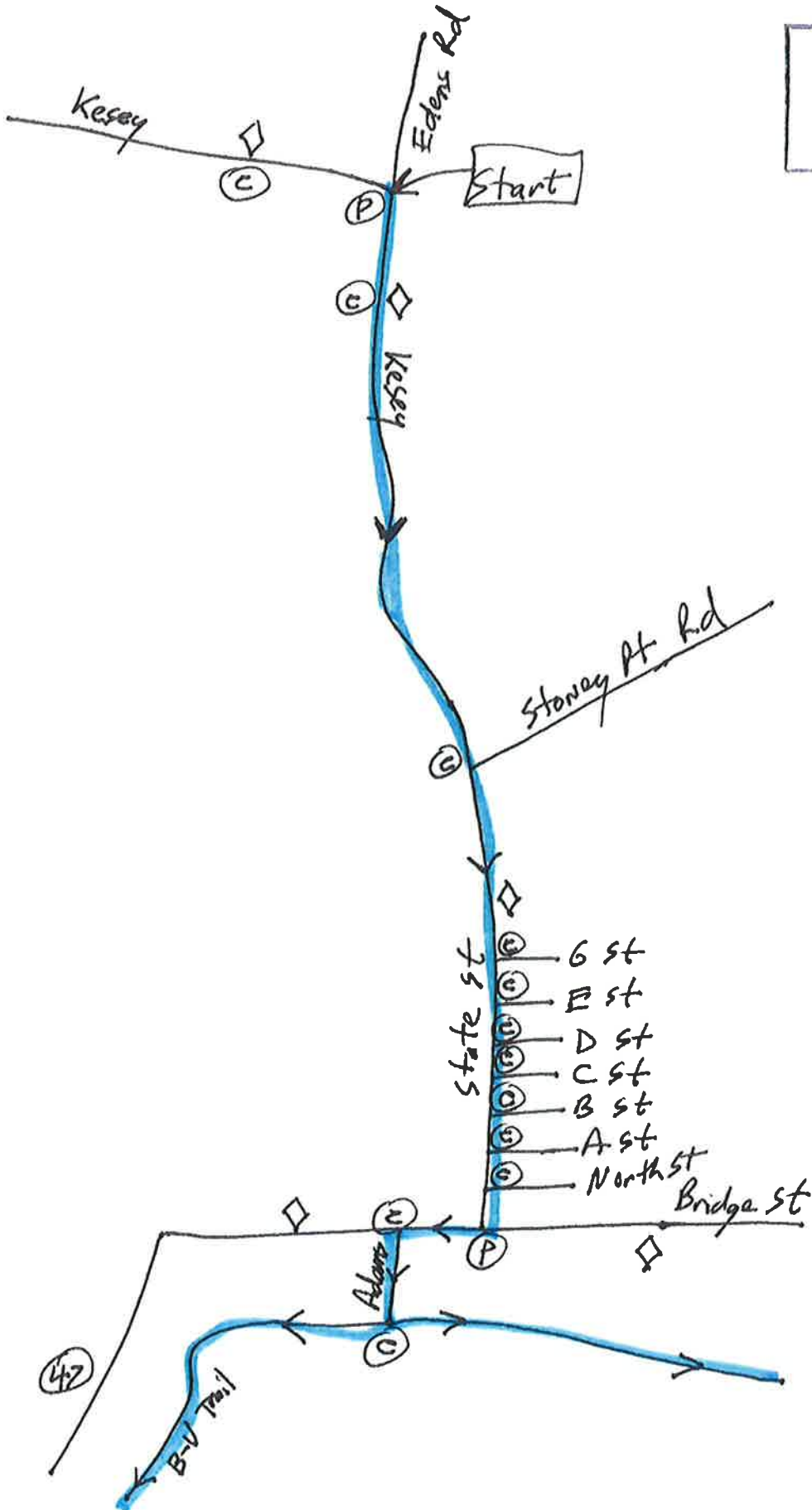


Ⓢ = aid station

Vernonia Marathon Start

3/13

RECEIVED
JAN 25 2019
ROAD DEPT.



- ◇ = Sign
- Ⓢ = Course Marshall
- Ⓟ = Police

Scappoose School District – Columbia County Public Health - MOA

MEMORANDUM OF AGREEMENT
Between
Scappoose School District and
Columbia County

This agreement is entered into by and between Scappoose School District, hereinafter referred to as “District”, and Columbia County, by and through its Public Health Department, hereinafter referred to as “County” or “LPHA”, for the use of District facilities during a public health emergency.

WHEREAS, LPHA has been designated as the public health authority for all cities and unincorporated areas within its borders;

WHEREAS, LPHA and District desire to establish a relationship of cooperation in the event of a natural or human-caused public health emergency in Columbia County where mass medical countermeasure dispensing centers may become necessary for public health activities; and

WHEREAS, the District has public facilities with the capacity to perform triage, mass medical countermeasure dispensing activities in the event of a public health emergency and/or related regional emergencies; and

WHEREAS, the District and the LPHA desire to define communication and contingency plans if such a public health emergency or related emergency occurs;

NOW, THEREOFRE, THE DISTRICT AND THE LPHA MUTUALLY AGREE AS FOLLOWS:

1) RESPONSIBILITIES OF THE DISTRICT:

- A) District shall provide use of those schools in the District identified in Attachment A Section I to LPHA, for the purpose of establishing triage, quarantine and/or mass medical countermeasure dispensing centers subject to mutual agreement.
- B) District shall vacate facility, or portions thereof, as outlined in Attachment A Section I as directed by the County Health Officer or LPHA Director and comply with mandates from the Office of the Assistant Secretary for Preparedness and Response and the Oregon Health Authority Public Health Division.
- C) District shall notify the County Health Officer or LPHA Director, or their designee(s) when premises are vacated.
- D) District shall make available the personnel identified in Attachment A Section II to address facility related issues that may occur when facilities are provided to LPHA.
- E) District shall identify and maintain a current contact list for the following applicable facility related systems which is attached hereto as Attachment A Section III:
 - i) Security systems
 - ii) Electrical systems

Scappoose School District – Columbia County Public Health – MOA

iii) Refrigeration systems

2) RESPONSIBILITIES OF THE COUNTY:

- A) LPHA Director or their designee shall notify District in the event facilities are required by the LPHA.
- B) Subject to the Limitations of the Oregon Tort Claims Act (ORS 30.260-30.300) and the Oregon Constitution, LPHA agrees to indemnify and hold District harmless against any and all claims for personal injury or property damage and demands arising from the negligence, or intentional acts, of LPHA, LPHA's officers, agents, invitees or employees, as well as those arising from LPHA's failure to comply with any covenant in this agreement and shall, at LPHA's own expense, defend District against any and all suits and actions arising out of such negligence, or intentional acts, actual or alleged, and all appeals there from and shall satisfy and discharge any judgment which may be awarded against District in any such suit or action.
- C) LPHA shall ensure facility is cleaned by removing, any and all, debris related to public health activities, sanitized and de-contaminated, if indicated and required by the nature of the public health emergency or event. LPHA shall not keep any trash, garbage or waste or other refuse on school premises except in sanitary containers. LPHA shall keep all containers or other equipment used for the storage or disposal of such materials in a clean and sanitary condition. LPHA will be responsible for the appropriate and lawful disposal of all waste, including biohazard waste generated by the LPHA's use of school premises.
- D) LPHA shall notify the District when facility is cleared and available for re-occupancy.
- E) LPHA's agents or employees shall not cause or permit any hazardous material to be released in the environment or disposed of on, in or about the school premises. LPHA covenants to remove from the premises at LPHA's sole cost and expense, any and all hazardous material brought upon, used or released into the environment associated with LPHA's use of school premises. To the fullest extent permitted by the Oregon Tort Claims Act, LPHA agrees to indemnify, defend, protect and hold harmless the District from any and all claims, fines, penalties resulting from the storage or release of any hazardous material associated with LPHA's use of school premises.
- F) LPHA agrees to provide the necessary level of security to maintain order and the safety of school premises. LPHA further agrees to use school premises in accordance with rules and regulations for the District School Board and Local School Committee, including adhering to the Federal and State OSHA Standard on Bloodborne Pathogens. Once possible Points of Dispensing (POD) location(s) have been identified, the LPHA will then contact the facilities management (in case of schools, Superintendent, or other predetermined contact) to find out whether the facility is available. If the facility is available, then the LPHA will arrange to meet a facility representative at the POD. During the time that the facility is used by the LPHA, no modifications or changes will be made to the facility/property without express written approval of the School/District. Contact will be maintained with public officials to ensure

Scappoose School District – Columbia County Public Health – MOA

security and sanitation as well as the coordination of activities with the local emergency management.

Once the need for the POD has passed, the LPHA will clean up and close down their use. Prior to vacating the facility, representatives of both parties will again inspect the facility/property to note any discrepancies on the release form. Normal wear is considered to be the responsibility of the school/District.

The facility/property will be returned to the school/District in the same condition as it was when occupied.

3) ADDITIONAL TERMS:

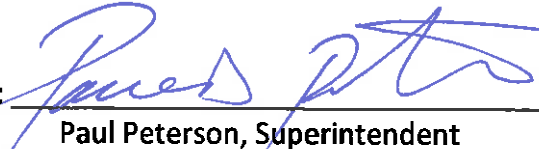
- A. This agreement does not create any agency status or fiduciary relationship between the parties, their employers, agents or successors.
- B. Each party to this agreement shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third parties that may reasonably result from performance of its lawful functions. This agreement shall not be construed as seeking to enlarge any obligation or duty owed by either party to third parties or to increase the liability of any party beyond that which is imposed by law.

4) EFFECTIVE DATE AND TERMINATION:

This agreement shall commence on the last date signed by the parties, below. Either party may terminate this agreement by submitting written notice to the other party thirty (30) days prior to termination.

SCAPPOOSE SCHOOL DISTRICT

COLUMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS

By: 
Paul Peterson, Superintendent

By: _____
Henry Heimuller, Chair

Date: 3/7/2019

Date: _____

Approved as to form

By: _____
Office of County Counsel

Attachment A

I. Description of District Facilities to be Used

The District will provide access to facilities for use by the LPHA. If the LPHA needs to occupy the facility while school is in session it agrees to occupy only the west section of the cafeteria with access to the kitchen refrigerators and adjoining restrooms. The space needs will be determined by the scale of the event. Actual details of joint occupancy may be revised by agreement between the District and LPHA at the time of the emergency depending on the type of emergency and the needs of the LPHA.

II. Description of Personnel Expectations

The District will provide the assistance of the District Maintenance Supervisor, or their designee, during the initial occupancy of Scappoose School District. The District will also provide a custodian to be on call, during their regular work hours to provide routine access to the facility, answer facility/maintenance related questions, etc. The District understands that it is not its responsibility to provide custodial or maintenance service to the area occupied by the LPHA.

III. Facility Contact List

District Superintendent, Paul Peterson	503-840-8473
Director of Facilities and Operations, Bruce Rask	503-987-2222
High School Principal, Jim Jones	503-781-9987

Security Systems Contacts

District Maintenance Supervisor, Bruce Rask	503-987-2222
District Director of Facilities & Ops, Bruce Rask	503-987-2222
Central Alarm Bruce Rask	503-987-2222

Electrical Systems Contacts

District Maintenance Supervisor, Bruce Rask	503-987-2222
District Director of Facilities & Ops, Bruce Rask	503-987-2222

Refrigeration Systems Contacts

District Maintenance Supervisor, Bruce Rask	503-987-2222
District Director of Facilities & Ops, Bruce Rask	503-987-2222
Telephone and Data Networks, Teresa Huff	503-869-5696

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 154105-7, hereinafter referred to as "Document."

I, <u>Henry Heimuller</u>	<u>Chair</u>
Name	Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Columbia County by email.

Contractor's name

On _____,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature

Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

Agreement #154105



C63-2018-7

**SEVENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2018-2019 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Seventh Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services, effective February 1, 2018, and restated July 1, 2018 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Columbia County ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Columbia County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement;

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2019 (FY19) Financial Assistance Award set forth in Exhibit C of the Agreement;

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

AGREEMENT

1. Exhibit B Program Element #03 "Tuberculosis Services" is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference.
2. Section 1 of Exhibit C entitled "Financial Assistance Award" of the Agreement for FY19 is hereby superseded and replaced in its entirety by Attachment B attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C as restated July 1, 2018, entitled "Explanation of Financial Assistance Award" of the Agreement.
3. Exhibit J "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
4. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

- 7. The parties expressly ratify the Agreement as herein amended.
- 8. This Amendment may be executed in any number of counterparts, 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 Amendment so executed shall constitute an original.
- 9. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

10. Signatures.

By: _____
 Name: /for/ Lillian Shirley, BSN, MPH, MPA
 Title: Public Health Director
 Date: _____

COLUMBIA COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
 Name: _____
 Title: _____
 Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 16, 2018, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
 Name: Derrick Clark (or designee)
 Title: Program Support Manager
 Date: _____

Attachment A
Program Element Description

Program Element #03: Tuberculosis Services

- 1. Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Tuberculosis Services.

ORS 433.006 and Oregon Administrative Rule 333-019-0000 assign responsibility to LPHA for Tuberculosis (“TB”) investigations and implementation of TB control measures within LPHA’s service area. The funds provided for TB case management (including contact investigation) and B waiver follow-up under the Agreement for this Program Element may only be used as supplemental funds to support LPHA’s TB investigation and control efforts and are not intended to be the sole funding for LPHA’s TB investigation and control program.

Pulmonary tuberculosis is an infectious disease that is airborne. Treatment for TB disease must be provided by Directly Observed Therapy to ensure the patient is cured and prevent drug resistant TB. Screening and treating Contacts stops disease transmission. Tuberculosis prevention and control is a priority in order to protect the population from communicable disease and is included in the State Health Improvement Plan (SHIP). The priority outcome measure is to reduce the incidence of TB disease among U.S. born person in Oregon to .4 Cases per 100,000 by 2020.

All changes to this Program Element are effective as of July 1, 2018.

2. Definitions Specific to TB Services

- a. Active TB Disease:** TB disease in an individual whose immune system has failed to control his or her TB infection and who has become ill with Active TB Disease, as determined in accordance with the Centers for Disease Control and Prevention’s (CDC) laboratory or clinical criteria for Active TB Disease and based on a diagnostic evaluation of the individual.
- b. Appropriate Therapy:** Current TB treatment regimens recommended by the CDC, the American Thoracic Society, the Academy of Pediatrics, and the Infectious Diseases Society of America.
- c. Associated Cases:** Additional Cases of TB disease discovered while performing a Contact investigation.
- d. B-waiver Immigrants:** Immigrants or refugees screened for TB prior to entry to the U.S. and found to have TB disease or LTB Infection.
- e. B-waiver Follow-Up:** B waiver follow-up includes initial attempts by the LPHA to locate the B-waiver immigrant. If located, LPHA proceeds to coordinate or provide TB medical evaluation and treatment as needed. Updates on status are submitted regularly by LPHA using Electronic Disease Network (EDN) or the follow-up worksheet.
- f. Case:** A Case is an individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA’s Investigative Guidelines.
- g. Cohort Review:** A systematic review of the management of patients with TB disease and their Contacts. The “cohort” is a group of TB Cases counted (confirmed as Cases) over 3 months. The Cases are reviewed 6-9 months after being counted to ensure they have completed treatment or are nearing the end. Details of the management and outcomes of TB Cases are reviewed in a group with the information presented by the case manager.

- h. Contact:** An individual who was significantly exposed to an infectious Case of Active TB Disease.
- i. Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the LPHA) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB.
- j. Evaluated (in context of Contact investigation):** A Contact received a complete TB symptom review and tests as described in OHA’s Investigative Guidelines.
- k. Interjurisdictional Transfer:** A Suspected Case, TB Case or Contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.
- l. Investigative Guidelines:** OHA guidelines, which are incorporated herein by this reference are available for review at:
<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf>.
- m. Latent TB Infection (LTBI):** TB disease in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.
- n. Medical Evaluation:** A complete Medical Examination of an individual for TB including a medical history, physical examination, TB skin test or interferon gamma release assay, chest x-ray, and any appropriate molecular, bacteriologic, histologic examinations.
- o. Suspected Case:** A Suspected Case is an individual whose illness is thought by a health care provider, as defined in OAR 333-017-0000, to be likely due to a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA’s Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.
- p. TB Case Management Services:** Dynamic and systematic management of a Case of TB where a person, known as a TB Case manager, is assigned responsibility for the management of an individual TB Case to ensure completion of treatment. TB Case Management Services requires a collaborative approach to providing and coordinating health care services for the individual. The Case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, providing patient education and counseling, performing Contact investigations and following infected Contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.

3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in Oregon’s Public Health Modernization Manual, (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>						<i>X = Foundational capabilities that align with each component</i>						
TB Case Management Services	*					x	x		x			
TB Contact Investigation and Evaluation	*						x		x			
Participation in TB Cohort Review	*						x					
Evaluation of B-waiver Immigrants	*						x		x			

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:** Not applicable

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:** Not applicable

- 4. Procedural and Operational Requirements.** By accepting fee-for-service (FFS) funds to provide TB case management or B waiver follow-up, LPHA agrees to conduct activities in accordance with the following requirements:
- a. LPHA must include the following minimum TB services in its TB investigation and control program if that program is supported in whole or in part with funds provided under this Agreement: TB Case Management Services, as defined above and further described below and in OHA's Investigative Guidelines.
 - b. LPHA will receive \$3500 for each new case of Active TB disease documented in Orpheus for which the LPHA provides TB Case Management Services. LPHA will receive \$300 for each new B waiver follow-up.
 - c. **TB Case Management Services.** LPHA's TB Case Management Services must include the following minimum components:
 - (1) LPHA must investigate and monitor treatment for each Case and Suspected Case of Active TB Disease identified by or reported to LPHA whose residence is in LPHA's jurisdiction, to confirm the diagnosis of TB and ensure completion of adequate therapy.
 - (2) LPHA must require individuals who reside in LPHA's jurisdiction and who LPHA suspects of having Active TB Disease, to receive appropriate Medical Examinations and laboratory testing to confirm the diagnosis of TB and response to therapy, through the completion of treatment. LPHA must assist in arranging the laboratory testing and Medical Examination, as necessary.
 - (3) LPHA must provide medication for the treatment of TB disease to all individuals who reside in LPHA's jurisdiction and who have TB disease but who do not have the means to purchase TB medications or for whom obtaining or using identified means is a barrier to TB treatment compliance. LPHA must monitor, at least monthly and in person, individuals receiving medication(s) for adherence to treatment guidelines, medication side effects, and clinical response to treatment.
 - (4) DOT is the standard of care for the treatment of TB disease. Cases of TB disease should be treated via DOT. If DOT is not utilized, OHA's TB Program must be consulted.
 - (5) OHA's TB Program must be consulted prior to initiation of any TB treatment regimen which is not recommended by the most current CDC, American Thoracic Society and Infectious Diseases Society of America TB treatment guideline.
 - (6) LPHA may assist the patient in completion of treatment for TB disease by utilizing the below methods. Methods to ensure adherence should be documented.
 - (a) Proposed interventions for assisting the individual to overcome obstacles to treatment adherence (e.g. assistance with transportation).
 - (b) Proposed use of incentives and enablers to encourage the individual's compliance with the treatment plan.
 - (7) With respect to each Case of TB disease within LPHA's jurisdiction that is identified by or reported to LPHA, LPHA must perform a Contact investigation to identify Contacts, Associated Cases and source of infection. The LPHA must evaluate all located Contacts, or confirm that all located Contacts were advised of their risk for TB infection and disease.

- (8) LPHA must offer or advise each located Contact identified with TB infection or disease, or confirm that all located Contacts were offered or advised, to take Appropriate Therapy and must monitor each Contact who starts treatment through the completion of treatment (or discontinuation of treatment).
- d. If LPHA receives in-kind resources under this Agreement in the form of medications for treating TB, LPHA must use those medications to treat individuals for TB. In the event of a non-TB related emergency (i.e. meningococcal contacts), with notification to TB Program, the LPHA may use these medications to address the emergent situation.
 - e. LPHA must present TB Cases through participation in the quarterly Cohort Review. If the LPHA is unable to present the Case at the designated time, other arrangements must be made in collaboration with OHA.
 - f. LPHA must accept B-waivers Immigrants and Interjurisdictional Transfers for evaluation and follow-up, as appropriate for LPHA capabilities.
 - g. If LPHA contracts with another person to provide the services required under this Program Element, the in-kind resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the contractor for the purposes set out in this Program Element and the contractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the contractor. The LPHA must document the medications provided to a contractor under this Program Element.
5. **General Revenue and Expense Reporting.** In lieu of the LPHA completing an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement, OHA-PHD will send a pre-populated invoice to the LPHA for review and signature on or before the 5th business day of the month following the end of the first, second, third and fourth fiscal year quarters. The LPHA must submit the signed invoice no later than 30 calendar days after receipt of the invoice from OHA-PHD. The invoice will document the number of new Active TB cases and/or B-waiver follow ups for which the LPHA provided services in the previous quarter. Pending approval of the invoice, OHA-PHD will remit FFS payment to LPHA. Funds under this program element will not be paid in advance or on a 1/12th schedule.
6. **Reporting Requirements.** LPHA must prepare and submit the following reports to OHA:
- a. LPHA must notify OHA’s TB Program of each Case or Suspected Case of Active TB Disease identified by or reported to LPHA no later than 5 business days within receipt of the report (OR – within 5 business days of the initial case report), in accordance with the standards established pursuant to OAR 333-018-0020. In addition, LPHA must, within 5 business days of a status change of a Suspected Case of TB disease previously reported to OHA, notify OHA of the change. A change in status occurs when a Suspected Case is either confirmed to have TB disease or determined not to have TB disease. LPHA must utilize OHA’s ORPHEUS TB case module for this purpose using the case reporting instructions located at <https://www.oregon.gov/oha/PH/DISEASES/CONDITIONS/COMMUNICABLEDISEASE/TUBERCULOSIS/Pages/tools.aspx>. After a Case of TB disease has concluded treatment, case completion information must be entered into the ORPHEUS TB case module within 5 business days of conclusion of treatment.
 - b. LPHA must submit data regarding Contact investigation via ORPHEUS or other mechanism deemed acceptable. Contact investigations are not required for strictly extrapulmonary cases. Consult with local medical support as needed.

7. **Performance Measures.** If LPHA uses funds provided under this Agreement to support its TB investigation and control program, LPHA must operate its program in a manner designed to achieve the following national TB performance goals:
- a. For patients with newly diagnosed TB disease for whom 12 months or less of treatment is indicated, **95.0% will complete treatment within 12 months.**
 - b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, **100.0% (of patients) will be interviewed to elicit Contacts.**
 - c. For Contacts of sputum AFB smear-positive TB Cases, **93.0% will be evaluated for infection and disease.**
 - d. For Contacts of sputum AFB smear-positive TB Cases with newly diagnosed LTBI, **91.0% will start treatment.**
 - e. For Contacts of sputum AFB smear-positive TB Cases that have started treatment for newly diagnosed LTBI, **81.0% will complete treatment.**
 - f. For TB Cases in patients ages 12 years or older with a pleural or respiratory site of disease, **98% will have a sputum culture result reported.**

**Attachment B
Financial Assistance Award (FY19)**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2	
1) Grantee Name: Columbia County		2) Issue Date February 06, 2019		This Action AMENDMENT FY 2019
Street: 230 Strand Street City: St. Helens State: OR Zip Code: 97051		3) Award Period From July 1, 2018 Through June 30, 2019		
4) OHA Public Health Funds Approved				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
PE01 State Support for Public Health	60,523		60,523	
PE12 Public Health Emergency Preparedness and Response (PHEP)	82,317	5,097	87,414	
PE13 Tobacco Prevention and Education Program (TPEP)	69,274		69,274	
PE42-01 MCAH Title V CAH	8,587		8,587	
PE42-02 MCAH Title V Flexible Funds	20,035		20,035	
PE42-03 MCAH Perinatal General Funds & Title XIX	2,836		2,836	
PE42-04 MCAH Babies First! General Funds	9,060		9,060	
PE42-06 MCAH General Funds & Title XIX	5,320		5,320	
PE43 Public Health Practice (PHP) - Immunization Services (Vendors)	15,812		15,812	
PE44-01 SBHC Base	224,000		224,000	
PE44-02 SBHC - Mental Health Expansion	151,500		151,500	
PE46 RH Community Participation & Assurance of Access	12,864		12,864	
PE50 Safe Drinking Water (SDW) Program (Vendors)	46,934		46,934	
	709,062	5,097	714,159	
5) Foot Notes:				
PE12	1	02/2019 Footnote: Funding being added to all LPHAs for the purpose of sending staff to Oregon Prepared Workshop in March, 2019 and OR-EPI in April 2019.		
PE42-01	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-01	2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		
PE42-02	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-02	2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		

State of Oregon Oregon Health Authority Public Health Division		Page 2 of 2
1) Grantee Name: Columbia County Street: 230 Strand Street City: St. Helens State: OR Zip Code: 97051		2) Issue Date February 06, 2019 3) Award Period From July 1, 2018 Through June 30, 2019
This Action AMENDMENT FY 2019		
4) OHA Public Health Funds Approved		
Program	Award Balance	Increase/ (Decrease)
New Award Bal		
PE42-03 1	Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).	
PE42-04 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).	
PE42-06 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).	
PE43 1	All Award Must be Spent by the End of June 30, 2019	
PE43 2	Immunization Special Payments is Funded by State General Fund and Matched dollar for Dollar with Federal Medicaid Match.	
6) Comments:		
PE42-01	\$2,147 must be spent from 7/1/18 to 9/30/18. \$6,440 must be spent from 10/1/18 to 6/30/19.	
PE42-02	\$5,009 must be spent from 7/1/18 to 9/30/18. 15,026 must be spent from 10/1/18 to 6/30/19.	
PE46	\$2,251 for period 7/1/18 to 8/31/18. Remaining award for 9/1/18 to 3/31/19	
PE50	\$4,224 must be spent from 7/1/18 to 9/30/18. \$12,672 must be spent from 10/1/18 to 6/30/19. (for portion of award with federal funding source CFDA 66.432)	
7) Capital outlay Requested in this Action:		
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.		
PROGRAM	ITEM DESCRIPTION	COST
PROG APPROV		

Attachment C
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE12: Public Health Emergency Preparedness and Response

Funding Information Table

Federal Award Identification Number (FAIN):	6NU90TP921916-01-03	1NU90TP921916-01-02
Federal Award Date:	8/3/2018	1/31/2018
Performance Period:	07/01/18-06/30/19	07/01/2018-06/30/2019
Federal Awarding Agency:	CDC	CDC
CFDA Number:	93.069	93.069
CFDA Name:	Public Health Emergency	Public Health Emergency
Total Federal Award:	\$8,008,993	\$8,012,510
Project Description:	Public Health Emergency	Public Health Emergency
Awarding Official:	Shicann Phillips	Shicann Phillips
Indirect Cost Rate:	17.15%	17.15%
Research and Development (Y/N):	No	No

PCA: 53437 53231

INDEX: 50407 50407

Agency/Contractor	DUNS	Amount	Amount	Total FY 2019
Columbia	936002288	\$82,317	\$5,097	\$87,414

**AMENDMENT TO THE PERSONAL SERVICES CONTRACT
BETWEEN COLUMBIA COUNTY AND BENJAMIN BRINK**

This Amendment is to the Personal Services Contract by and between Columbia County, a political subdivision of the State of Oregon, hereinafter referred to as "County," and Benjamin Brink, hereinafter referred to as "Contractor," executed on September 28, 2018.

WHEREAS, the County and Contractor entered into a personal services contract for photography services on September 28, 2018 (the "original contract"); and

WHEREAS, the completion date for the original contract was November 1, 2018, and the parties would like to extend the contract to June 30, 2019;

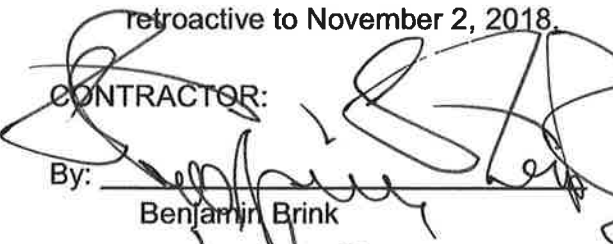
NOW, THEREFORE, the parties agree as follows

1. Section 2 of the original contract is hereby amended to read, as follows:

"2. Completion Date. The completion date for this Agreement shall be no later than June 30, 2019."

2. All other terms and conditions of the original contract shall remain in full force and effect.

3. This amendment shall be effective when signed by all parties but shall be retroactive to November 2, 2018.

CONTRACTOR:	BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON
By:  Benjamin Brink	By: _____ Henry Heimuller, Chair
Date: <u>2/6/19</u>	By: _____ Margaret Magruder, Commissioner
Approved as to form By: _____ Office of County Counsel	By: _____ Alex Tardif, Commissioner
	Date: _____