

PUBLIC SERVICES CONTRACT
(ORS Chapter 279B)
by and between COLUMBIA COUNTY and BRAXLING, INC.

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 BRAXLING, INC., hereinafter referred to as "Contractor", for rock crushing services at Ross Pit.

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 August 30, 2025, unless sooner terminated as provided herein.
3. Contractor's Services. Contractor agrees to provide rock crushing services at Ross Pit, as described in the Scope of Work, a copy of which is attached hereto, labeled Exhibit A and incorporated herein by this reference. Pit Development/Stripping is not included in this contract. In case of conflict between the Exhibit A and this Agreement, this Agreement shall control. Contractor shall comply with all applicable conditions of the County's DOGAMI permit, which is attached hereto as Exhibit B and incorporated herein by this reference, and the County's Land Use Permit (Final Order DR 10-04), which is attached hereto as Exhibit C and incorporated herein by this reference.
4. Consideration. County shall pay Contractor a unit price per cubic yard as set forth in Exhibit A. The total amount for this contract shall not exceed \$180,950.00, 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 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 COUNTY

Mike Russell
Columbia County
1054 Oregon Street
St. Helens, OR 97501
503-397-3964
michael.russell@columbiacountyor.gov

FOR CONTRACTOR

Ron Braxling
Braxling, Inc.
PO Box 39
Tillamook, OR 97141
(503) 815-8006

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.

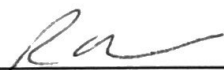
In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor, which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and 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.
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. Counterparts. 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. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. The County reserves the right at any time to require the submission of the hard copy originals of any documents.
28. County Access. Contractor shall conduct its operations in a manner that allows the County access to the premises for the purpose of inspecting the work and to access the existing stockpiles of rock already located on the premises.
29. Oversized Rock. Rock shall be considered oversized if it is too large to fit into contractors' equipment. Oversized rock shall be discarded into an oversized pile.
30. 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.

BRAXLING, INC.

By: 

Name: RON BRAXLING

Date: 7/7/25

Approved as to form:

By: _____
Office of County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Kellie Jo Smith, Chair

By: _____
Casey Garrett, Commissioner

By: _____
Margaret Magruder, Commissioner

Date: _____

Exhibit A



QUOTE

PO Box 39
Tillamook Or 97141
Office (503) 815-8006
www.braxling.com

DATE: FEBRUARY 5, 2025
EXPIRATION DATE: March 6, 2025
VIA: Email

Attn: Tim Hancock
Columbia County Public Works
Email:
tim.hancock@columbiacountyor.gov

JOB NAME: **Ross Quarry**

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	MOB	\$1.13	\$17,000.00
15,000	Drill & Shoot	\$3.17	\$47,550.00
10,500	3/4"-0" Rock Crushing	\$7.90	\$82,950.00
3,000	1 1/2"-0" Rock Crushing	\$7.55	\$22,650.00
1,500	3"-0" Rock Crushing	\$7.20	\$10,800.00
	Total	\$12.06	\$180,950.00
	Pit Development/Stripping		\$25,000.00

Quotation prepared by: Ron Braxling

This is an estimation on the services named, subject to the following: Prices subject to change after expiration date. Payment due upon receipt.

To accept this quotation, sign here and return: _____

- All prices are per cubic yard FOB

A Credit application will need to be filled out and approved prior to work commencing.

Thank you for the opportunity to quote your project!

EXHIBIT B

Oregon Dept. of Geology & Mineral Industries
Mineral Land Regulation & Reclamation Program
229 Broadalbin St. SW
Albany OR 97321-2246
(541) 967-2039

OPERATING PERMIT -- Renewal
ISSUED SUBJECT TO ANY LISTED CONDITIONS

|||||
Columbia County Road Department
1054 Oregon Street
St. Helens OR 97051-1395

ID No.: 05-0083
County: Columbia
Section: 33
Twp: 5N
Range: 1W
Site Name: Ross Quarry

This permit shall be in effect, unless revoked or suspended for cause, from the date of issuance and shall remain in effect so long thereafter as the Permittee pays the annual fee to renew the permit, complies with the provisions of ORS 517.750 through 517.955 as applicable, the Rules as promulgated to administer the Oregon Mined Land Reclamation Act, the approved reclamation plan, and any conditions attached to this permit, and maintains a performance bond as required by the Act.

Issuance of this permit is not a finding of compliance with state-wide planning goals or the acknowledged comprehensive plan. The applicant must receive land-use approval from local government before using this permit.


NOTE: Reclamation plans may be modified per ORS 517.831 and OAR 632-(030) and (035)-0035.

CONDITIONS: (Conditions may be appealed per OAR 632-030-0056 or OAR 632-035-0050. If an appeal is made, this permit is invalid until the condition(s) appealed is/are resolved and the permit reissued.)

The Permittee must:

1. demarcate on the ground, by setting steel fence posts, a 50-foot setback from the property line.
2. obtain a DEQ NPDES 1200-A permit prior to off-site discharge of storm water.
3. submit a plan for revegetation of the setback areas on the south and east sides of the property, including a weed eradication program, for DOGAMI approval within 6 months following permit issuance.
4. be required to achieve 70% survival rates 4 years after planting to consider the site adequately revegetated.
5. not conduct mine dewatering without first amending the DOGAMI permit.
6. seed and mulch all exposed soil areas prior to October 30 of each year.
7. submit a post-mining drainage plan for DOGAMI approval 3 years prior to permit closure.
8. agree that if mining operations disturb any area outside of the permit area or area designated for active mining in the reclamation plan, including but not limited to disturbances caused by landslide, erosion or fly rock, the operator must restore the disturbed area to a condition that is comparable to what it was prior to the disturbance. Further, if areas outside of the permit boundary or outside of the area proposed for active mining in the reclamation plan are disturbed, DOGAMI may increase the amount of the required bond or approved alternative form of financial security to cover the cost of such restoration.

Issued 7/11, 2019


Vaughn Balzer
Reclamationist

RENEWAL IS REQUIRED BY JUNE 30, 2020

c: Columbia County Planning Department

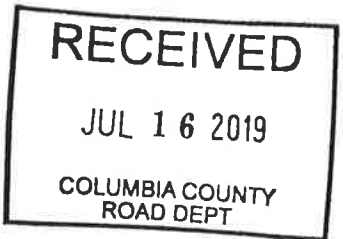


EXHIBIT C

BEFORE THE
COLUMBIA COUNTY PLANNING COMMISSION
ST. HELENS, OREGON

In the Matter of the Application of the Columbia)
County Road Department for a Site Design Review)
in the Heavy Industrial (M-1) Zone within the City of)
St. Helens' Urban Growth Boundary (UGB))

FINAL ORDER DR 10-04

This matter came before the Columbia County Planning Commission on the application of the Columbia County Road Department for a Site Design Review to allow an increase in aggregate mining activities at their ± 7.18 acre Ross Quarry site. The subject property is located on the west side of Highway 30, just north and west of the City of St. Helens, within the City's Urban Growth Boundary (UGB), at 60455 Columbia River Highway. The property is described on the Columbia County Assessor's records as Tax Account Number 5133-000-00500.

Notification of this land use application was sent to the St. Helens-Columbia City CPAC, affected agencies and surrounding property owners. A Public Hearing was held on September 13, 2010, where the Planning Commission heard testimony from the applicant and interested parties and considered written materials including the Staff Report.

After due consideration, the Columbia County Planning Commission hereby adopts the findings in the Staff Report dated September 3, 2010 and orders this application, **DR 10-04, APPROVED**, subject to the following conditions:

CONDITIONS OF APPROVAL:

1. The applicant shall obtain an Operating Permit from DOGAMI within one year of the date of the final decisions for the Site Design Review and Variance. These permits shall become void, unless the Operating Permit is obtained and the proposal has commenced in conformance with all conditions and restrictions established herein within the one year validity period. Extensions of time may be granted by the Planning Director if requested in writing with the appropriate fee before the expiration date, given the applicant is not responsible for failure to begin activities.
2. In addition to all conditions outlined herein, mining operations shall also be subject to any requirements of the Operating Permit (DOGAMI), and any other requirements of applicable local, state, and federal agencies, including, but not limited to the Department of Environmental Quality (DEQ).
3. The applicant shall submit a final site plan and reclamation plan, as approved by DOGAMI, to Land Development Services.
4. The applicant shall submit copies of their Stormwater Discharge Monitoring Reports from DEQ, if applicable, to Land Development Services on an annual basis.
5. The operator shall follow the standard operating hours that allow activity from 7 am to 6 pm.

EXHIBIT C

6. The surface mining operation, including all blasting, shall be required to operate in compliance with the applicable noise standards required by the Department of Environmental Quality or other state or federal agencies.
7. All future signs on the subject property shall comply with the applicable standards of Section 1300 of the Zoning Ordinance.
8. All outdoor lighting shall be reviewed and approved by Land Development Services with a copy of lighting specifications attached to this site design review. All lighting shall be directed so that it does not shine onto Highway 30, the access easement or Liberty Road, and reduce visibility of passing motorists.
9. The applicant and/or operator of the site shall be responsible for keeping the access road used for mining dust-free at all points within 300 feet of public roads (Highway 30 and Liberty Road) or residences (if applicable) off the property being mined.
10. All mining activities shall be located a minimum of 50' from the south property line and Liberty Road. This area within the 50' setback shall be maintained in a natural, vegetated state.
11. Approval of the 0' setback variance from the east property line (west right-of-way line of Highway 30) is contingent upon approval by the Oregon Department of Transportation (ODOT). Prior to commencement of Phase II, the applicant shall submit verification from ODOT that mining is allowed up to the Highway's right-of-way line. Additionally, Phase II mining operations shall be subject to any additional conditions imposed by ODOT related to the safety of the Highway 30 corridor.
12. All mining activities shall be located a minimum of 50' from Highway 30 until Condition #11 has been satisfied.
13. The existing rock wall located along the east property line (Highway 30) shall act as a screen/buffer between mining operations and the highway during Phase I, and shall not be mined (removed) until Phase I is complete.
14. Prior to commencement of Phase II, the applicant shall coordinate with ODOT and Columbia County Land Development Services (Planning) to prepare a plan for screening/buffering between the mining operations of Phase II and Highway 30. At a minimum, said plan shall include fencing and landscaping and shall be approved by both ODOT and LDS.
15. The applicant shall be responsible for maintaining as much natural vegetation of the site as is possible during mining operations. Where natural vegetation or topsoil is removed in areas not being mined, such areas shall be replanted to prevent erosion.
16. The applicant shall adhere to DOGAMI's Best Management Practices for quarry operations and shall adhere to DEQ's Best Management Practices for Stormwater Runoff.

EXHIBIT C

17. If an archaeological site is found during excavation, all work which would impact the site shall halt immediately and the requirements outlined in Section 1044.10(A) of the Columbia County Zoning Ordinance shall be followed. Additionally a professional archaeologist shall be notified of the findings to assess the discovery as recommended by SHPO.
18. Following the completion of Phase II of the mining operations and prior to redevelopment of the site for industrial use, the owner/applicant shall submit for a new Site Design Review.

COLUMBIA COUNTY PLANNING COMMISSION



GUY LETOURNEAU, CHAIRMAN



DATE

EXHIBIT C

BEFORE THE
COLUMBIA COUNTY PLANNING COMMISSION
ST. HELENS, OREGON

In the Matter of the Application of the Columbia)
County Road Department for a Major Variance)
to the Front, Side and Rear Yard Setback)
Requirements of the Heavy Industrial (M-1) Zone)
within the City of St. Helens' Urban Growth Boundary)

FINAL ORDER V 10-04

This matter came before the Columbia County Planning Commission on the application of the Columbia County Road Department for a Major Variance to the setback standards of Section 1044.4 of the Columbia County Zoning Ordinance. Although the site is zoned Heavy Industrial, it is a rock quarry and is used for the mining of aggregate. As such the development standards of the Surface Mining Zone are applicable to this request. The Surface Mining Zone prohibits the extraction and/or removal of aggregate from within 50 feet of the right-of-way of public roads and from within 50 feet of all property lines. The applicant specifically requested a zero foot (0') setback from the west (rear), north (side) and east (front) property lines to allow mining operations to occur up to said property lines. The subject property is located on the west side of Highway 30, just north and west of the City of St. Helens, within the City's Urban Growth Boundary (UGB), at 60455 Columbia River Highway. The property is described on the Columbia County Assessor's records as Tax Account Number 5133-000-00500.

Notice of the land use application was provided to the St. Helens-Columbia City CPAC, affected agencies and surrounding property owners. A public hearing was held on September 13, 2010. The Planning Commission heard testimony from the applicant and interested parties and considered written materials including the Staff Report.

After due consideration, the Columbia County Planning Commission hereby adopts the findings in the Staff Report dated September 3, 2010, and orders this application (V 10-04) for a zero foot setback from the north, west and east (right-of-way line of Highway 30) property lines **APPROVED** with the following conditions:


Conditions of Approval:

1. The applicant shall obtain an Operating Permit from DOGAMI within one year of the date of the final decisions for the Site Design Review and Variance. These permits shall become void, unless the Operating Permit is obtained and the proposal has commenced in conformance with all conditions and restrictions established herein within the one year validity period. Extensions of time may be granted by the Planning Director if requested in writing with the appropriate fee before the expiration date, given the applicant is not responsible for failure to begin activities.
2. In addition to all conditions outlined herein, mining operations shall also be subject to any requirements of the Operating Permit (DOGAMI), and any other requirements of applicable local, state, and federal agencies, including, but not limited to the Department of Environmental Quality (DEQ).
3. The applicant shall submit a final site plan and reclamation plan, as approved by DOGAMI, to Land Development Services.
4. The applicant shall submit copies of their Stormwater Discharge Monitoring Reports from DEQ, if applicable, to Land Development Services on an annual basis.
5. The operator shall follow the standard operating hours that allow activity from 7 am to 6 pm.
6. The surface mining operation, including all blasting, shall be required to operate in compliance with the applicable noise standards required by the Department of Environmental Quality or other state or federal agencies.
7. All future signs on the subject property shall comply with the applicable standards of Section 1300 of the Zoning Ordinance.

EXHIBIT C

8. All outdoor lighting shall be reviewed and approved by Land Development Services with a copy of lighting specifications attached to this site design review. All lighting shall be directed so that it does not shine onto Highway 30, the access easement or Liberty Road, and reduce visibility of passing motorists.
9. The applicant and/or operator of the site shall be responsible for keeping the access road used for mining dust-free at all points within 300 feet of public roads (Highway 30 and Liberty Road) or residences (if applicable) off the property being mined.
10. All mining activities shall be located a minimum of 50' from the south property line and Liberty Road. This area within the 50' setback shall be maintained in a natural, vegetated state.
11. Approval of the 0' setback variance from the east property line (west right-of-way line of Highway 30) is contingent upon approval by the Oregon Department of Transportation (ODOT). Prior to commencement of Phase II, the applicant shall submit verification from ODOT that mining is allowed up to the Highway's right-of-way line. Additionally, Phase II mining operations shall be subject to any additional conditions imposed by ODOT related to the safety of the Highway 30 corridor.
12. All mining activities shall be located a minimum of 50' from Highway 30 until Condition #11 has been satisfied.
13. The existing rock wall located along the east property line (Highway 30) shall act as a screen/buffer between mining operations and the highway during Phase I, and shall not be mined (removed) until Phase I is complete.
14. Prior to commencement of Phase II, the applicant shall coordinate with ODOT and Columbia County Land Development Services (Planning) to prepare a plan for screening/buffering between the mining operations of Phase II and Highway 30. At a minimum, said plan shall include fencing and landscaping and shall be approved by both ODOT and LDS.
15. The applicant shall be responsible for maintaining as much natural vegetation of the site as is possible during mining operations. Where natural vegetation or topsoil is removed in areas not being mined, such areas shall be replanted to prevent erosion.
16. The applicant shall adhere to DOGAMI's Best Management Practices for quarry operations and shall adhere to DEQ's Best Management Practices for Stormwater Runoff.
17. If an archaeological site is found during excavation, all work which would impact the site shall halt immediately and the requirements outlined in Section 1044.10(A) of the Columbia County Zoning Ordinance shall be followed. Additionally a professional archaeologist shall be notified of the findings to assess the discovery as recommended by SHPO.
18. Following the completion of Phase II of the mining operations and prior to redevelopment of the site for industrial use, the owner/applicant shall submit for a new Site Design Review.

COLUMBIA COUNTY PLANNING COMMISSION



GUY LETOURNEAU, CHAIRMAN

14-SEP-10

DATE