BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, March 30, 2016
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, March 16, 2016 Board meeting;
- Minutes, March 16, 2016 Staff meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

MATTERS:

1) 10:00 a.m. Proclaim April 2016 at "Safe and Secure Counties" month.

2) 10:30 a.m. BLM Salem District Manager Kim Titus & Tillamook Field Manager Karen Schank:

- BLM's W. Oregon Resource Management Plan;
- Consolidation of Eugene & Salem BLM Districts;
- Secure Rural Schools Projects in Columbia County;
- Issues of mutual interest on BLM lands in Columbia County

3) 11:00 a.m. CCDA Annual Meeting (separate meeting)

CONSENT AGENDA:

(A) Ratify the Select to Pay for weeks of 3/21/16 & 3/28/16.

(B) Ratify letter to City of Vernonia regarding Notices of Civil Violations on county owned properties.

(C) Ratify letter from RDPO regarding cuts to Homeland Security Grant Programs.

(D) Ratify the Determination of Exemption form for the Northwest Oregon Regional Housing Rehabilitation Grant Program, Project H15014.

(E) Appoint Dr. Margaret Trenchard-Smith to the Columbia County Cultural Coalition Committee for a three (3) year term.

(F) ODOT 5339 Grant Application for the purchase of vehicles.

(G) 2016 Liquor License Renewal for Mark's on the Channel.

(H) Final Order No. 8-2016, "In the Matter of the Application by the David Wilson Jr. Trust for a Minor Partition and Variance to Lot Size Standards to Divide a 14.29 Acre Parcel into Three Parcels of 4.76 Acres in the RR-5 Zone (MP 16-01 and V 16-02)".

AGREEMENTS/CONTRACTS/AMENDMENTS:

(I) Hold Harmless Agreement with the South Columbia County Chamber for the March 31, 2016 Art Walk.

(J) Intergovernmental Agreement No. 165-170009-16 with the Oregon Secretary of State for a Joint Voters' Pamphlet and authorize the Chair to sign.

(K) Federal Fiscal Year 2016 Certifications and Assurances for Federal Transit Administration Assistance Programs and authorize the Chair to sign.

DISCUSSION ITEMS:

- Janet Faltersack - Victims of Crime Act Grant application

COMMISSIONER HYDE COMMENTS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER FISHER COMMENTS:

EXECUTIVE SESSION:

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

PROCLAMATION

WHEREAS: The nation's 3,069 counties serving more than 300 million Americans provide essential services to create healthy, safe, vibrant and economically resilient communities; and

WHEREAS: Columbia County and all counties take pride in our responsibility to protect and enhance the health, well-being and safety of our residents in efficient and cost-effective ways; and

WHEREAS: Through National Association of Counties (NAC0) President Sallie Clark's "Safe and Secure Counties" initiative, NACo is encouraging counties to focus on strengthening the safety and security of their communities; and

WHEREAS: In order to remain healthy, vibrant, safe and economically competitive, America's counties provide public health, justice, emergency management and economic services that play a key role in everything from residents' daily health to disaster response; and

WHEREAS: Each year since 1991, the National Association of Counties has encouraged counties across the country to actively promote programs and services to the public we serve.

NOW, THEREFORE, the Columbia County Board of Commissioners do hereby proclaim the week of April 2016 as ***"National County Government Month"*** and encourages all county residents to join in this observation and the appropriate programs, ceremonies and activities.

Dated at St. Helens, Oregon this 30th day of March, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Anthony Hyde, Chair

By:_____
Henry Heimuller Commissioner

By:_____
Earl Fisher, Commissioner

March ____ , 2016

The Honorable Harold Rogers, Chairman
The Honorable Nita Lowey, Ranking Member
Committee on Appropriations
U.S. House of Representatives
Washington, DC 20515

The Honorable John Carter, Chairman
The Honorable Lucille Roybal-Allard,
Ranking Member
Subcommittee on Homeland Security
Committee on Appropriations
U.S. House of Representatives
Washington, DC 20515

Dear Mr. Rogers, Ms. Lowey, Mr. Carter, and Ms. Roybal-Allard:

As the governing body of the Regional Disaster Preparedness Organization of the Portland, Oregon metropolitan region, we write to register our deep concern with the severe cuts to four key homeland security grant programs in the President's Fiscal Year 2017 budget.

The Regional Disaster Preparedness Organization (RDPO) is a bi-state partnership of local and regional government agencies, non-governmental organizations, and private-sector stakeholders representing the Portland Metropolitan Region collaborating to increase the region's resiliency to disasters. The RDPO serves as the Urban Area Work Group for the execution of the Urban Areas Security Initiative grant program, which has been a vital resource in helping the RDPO develop counter-terrorism and other regional all-hazards capabilities.

The RDPO's concerns lie in cuts contained in the President's FY 2017 budget request that include:

- The Urban Areas Security Initiative Grant Program: a 45% cut, from $600 million this year to $330 million next year.
- The State Homeland Security Grant Program: a 57% cut, from $467 million this year to $200 million next year.
- Public Transportation Security Assistance: a 15%cut to $85,000 next year, and
- Port Security Grants: a 7% percent to $93 million next year.

These cuts are surprising in the wake of terrorist attacks not just in cities abroad but at home, including in Chattanooga, San Bernardino, and Philadelphia. Last year in Oregon, several of our region's UASI-funded specialty teams and equipment were deployed to support the Umpqua Community College shooting response and recovery operations in Roseburg, Oregon.

Regional Disaster Preparedness Organization
9911 SE Bush Street, Portland, OR 97266
(503) 823-5386 ▪ denise.barrett@portlandoregon.gov

Especially troubling about the proposed cuts is that they come with no clear justification and contradict the value these programs have had, as highlighted in the Department of Homeland Security's FY 2017 Budget-in-Brief:

> "As a result of [HSGP] grants, states and localities across the country reported capability increases in 12 of the 31 core capabilities compared to 2014. **The federal investment in those capabilities pays off each day in communities across the country during incidents large and small**. For example, much of the training and equipment used in response to the May 2015 AMTRAK derailment in Philadelphia, including lighting, tourniquets, and technical rescue capabilities, were paid for with grants provided by FEMA."

As you begin development of FY 2017 appropriations legislation, we urge you to reject these proposed cuts and to fund these critical programs to at least FY 2016 funding levels. At a time of heightened concern about terrorism and violent extremism at home, increased funding for them would certainly be justified. They play a vital role in ensuring that state and local governments are prepared to respond to future terrorist attacks and have the necessary resources to protect their communities and their residents.

Sincerely,

The Regional Disaster Preparedness Policy Committee

Representing: [list names of jurisdictions that agree to sign]

Cc: Senator Ron Wyden
Senator Jeff Merkley
Senator Patty Smith
Senator Maria Cantwell
Congresswoman Suzanne Bonamici
Congressman Earl Blumenauer
Congressman Kurt Schrader
Congresswoman Herrera-Butler

Determination of Exemption

For activities included in 24 CFR 58.34(a)

Activity Name and Grant Number:	Northwest Oregon Regional Housing Rehabilitation Grant Program Project No. H15014
Address:	Columbia County 230 Strand Street, St. Helens, Oregon 97051
Activity Description:	Environmental Review, Grant Administration, Program Management, and Lead Testing for Northwest Oregon Regional Housing Rehabilitation Grant Program
Estimated total Activity cost: $ 75,000	
Funding Source: (CDBG) Other _____	

√	**The activity falls into the category below, which is listed at 24 CFR 58.34(a) as Exempt.**
☒	1. Environmental and other studies, resource identification, and development of plans and strategies
	2. Information and financial services
☒	3. Administrative and management activities, grant administration, program management, sub-grants, legal etc.
	4. Public services that will not have a physical impact or result in any physical changes including but not limited to services concerned with: ▪ Employment ▪ Crime prevention ▪ Child care ▪ Health ▪ Recreation needs ▪ Drug abuse ▪ Education ▪ Counseling ▪ Energy conservation ▪ Welfare ▪ Microenterprise Assistance ▪ Other _____
☒	5. Inspections and testing of properties for hazards or defects
	6. Purchase of insurance
	7. Purchase of tools
	8. Engineering or design costs
	9. Technical assistance and training
	10. Temporary or permanent improvements that do not alter environmental conditions and are limited to activities to protect, repair or arrest the effects of disasters or imminent threats to public safety, including those resulting from physical deterioration.
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD

Compliance Checklist for the "Other Requirements" in 24 CFR 58.6

The requirements under § 58.6 may be applicable to § 58.35(b) and § 58.34 determinations. The following format is suggested to document compliance with § 58.6 in completing the environmental review process.

FLOOD INSURANCE / FLOOD DISASTER PROTECTION ACT [Guidance]

1. Does the project involve the acquisition, construction or rehabilitation of structures, buildings or mobile homes?

☐ No; flood insurance is not required. The review of this factor is completed.

☒ Yes; continue.

2. Is the structure or part of the structure located in a FEMA designated Special Flood Hazard Area?

☒ No. Source Document (FEMA/FIRM floodplain zone designation, panel number, date): This will be determined on a site specific basis as part of the tiered environmental review process

_(Factor review completed).

☐ Yes. Source Document (FEMA/FIRM floodplain zone designation, panel number, date):

_(Continue review).

3. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

☒ Yes - Flood Insurance under the National Flood Insurance Program must be obtained and maintained or the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept in the Environmental Review Record.

☐ No **(Federal assistance may not be used in the Special Flood Hazards Area).**

COASTAL BARRIERS RESOURCES ACT (Guidance)

Section 58.6 also requires compliance with the Coastal Barrier Resources Act. There are no Coastal Barrier Resource Areas in Washington, Oregon, Alaska, or Idaho. Therefore, the Act does not apply.

1. Is the project located in a coastal barrier resource area?
(See http://www.fema.gov/nfip/cobra.shtm**).**

☒ No; Cite Source Documentation:
(This element is completed).
☐ Yes - **Federal assistance may not be used in such an area.**

AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES (Guidance)

1. Does the project involve the sale or acquisition of existing property within a Civil Airport's Runway Clear Zone, Approach Protection Zone or a Military Installation's Clear Zone?
☒ No; cite SD, page: The project does not involve the sale of acquisition of any existing properties.
Project complies with 24 CFR 51.303(a)(3). The project only provides housing rehabilitation for owner-occupied households in accordance with policies and procedures.
☐ Yes; **Disclosure statement must be provided** to buyer and a copy of the signed disclosure statement must be maintained in this Environmental Review Record.

RE's Certifying Officer Signature.

A Request for Release of Funds (RROF) is not required. The activity may be initiated without further environmental review beyond 24 CFR Part 58.6.

Signature_____ Date March 24, 2016

Certifying Officer Name and Title (print) Anthony Hyde, Chair

COLUMBIA COUNTY, OREGON
INTEREST FORM APPLICATION FOR BOARDS/COMMITTEES

In order for the County Commissioners to more thoroughly assess the qualifications of persons interested in serving on a Columbia County board/committee, you are requested to fill out this interest form application as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

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A. Please list, in order of priority, any Columbia County board/committee on which you would be interested in serving and why.

Columbia County Cultural Coalition

B. Name Dr. Margaret Trenchard-Smith
Mailing Address 29232 Huber Rd.
City Scappoose State OR Zip Code 97056
Columbia County Resident? Yes ✓ No ____
Home Phone (503) 543-3222 Fax None
E-Mail Address: drmtrenchardsmith@gmail.com

C. Current Employer Barrenjoey Films, Inc.
Address 1036 S. Mansfield Ave.
City Los Angeles State CA Zip Code 90019
Your Job Title Company Secretary
Work Phone (323) 930-7991 Fax ——

Where would you like mail delivered: Home ✓ Work ___

D. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
Project Ankali	1987-1990	Group Leader
Center for Medieval and Renaissance Studies UCLA	1991-2000	Liaison
Huffington Ecumenical Institute, Loyola Marymount University,	2009-2011	Advisory Board Member

E. Please list all education.

Name of School	Dates	Responsibilities
UCLA (University of California, Los Angele)	2006	Ph.D.
Loyola Marymount University	2006-2011	Professor of History

F. Please list the name, address, and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Columbia County board/committee.

Cynthia Ede 29358 Huber Rd. Scappoose OR 97056 (503) 543-3065

Elizabeth Bisegna 6651 Willamette Blvd. Portland OR 97203 (503) 709-7592

G. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

None come to mind.

H. What are your areas of interest?

History, Literature, Art, Cinema, Chess, Hiking, Photography, Gardening, the environment.

I. Why are you interested in serving Columbia County?

My husband and I just moved to Columbia County last year. We believe that giving to one's community is a vital part of living life to the full.

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or subsequent to my appointment to a board/committee may result in my dismissal.

NOTE: Applications will be held for one (1) year from date of receipt. All information on this application is considered public record and may be made available upon request.

Signature Dr. Margaret Trenchard-Smith Date 3/7/2016

Please complete and return to:

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

CCCC Board Application

This is a statement written by Margaret Trenchard-Smith to supplement my application for membership on the Board of the Columbia County Cultural Coalition.

Please let me explain my interest in serving on the Board. My father was an artist in several media, and his children inherited an appreciation of beauty in art and in nature. I have no artistic talent myself, other than writing, but recognize it in other people and wish to support their work.

I am married to genre film director Brian Trenchard-Smith; Brian and I have two grown sons. I was a professional actress in my early adulthood. My doctoral degree in the History of Late Antiquity was obtained at UCLA under Professor Claudia Rapp, and my research and publications have mostly dealt with the Byzantine Empire in the first millennium. I taught for the Department of History and the Honors Program at Loyola Marymount University for six years, and as a tutor in Los Angeles thereafter. My husband and I moved to Oregon last year, in part to be close to our elder son and his wife, who live in Saint Johns. I am currently obtaining teaching licenses to enable me to teach at all levels within Columbia County.

Publications and presentations are listed on my cv.

My volunteer activities, from youth on, have involved giving blood for the Red Cross and assisting in a blood drive, working at assisted living centers, participating in choirs in Australia for about fifteen years, leading an *a cappella* children's choir in Thousand Oaks, California, and the like. Most significantly, I was a volunteer for Project Ankali in Sydney, Australia, from 1987-1990. Project Ankali offered emotional support to people with HIV (then called AIDS); I became a group leader of the program. In those days there were no reliable drug cocktails for controlling the disease. Also, at UCLA, I was asked to act as Liaison to undergraduates for the Center for Medieval and Renaissance Studies at UCLA while a graduate student there in the early 2000s. I had benefited greatly through the activities of the Center as an undergraduate and committed myself to making it known to that student population. Finally, at Loyola Marymount University I served on the Advisory Board of the Huffington Ecumenical Institute, which seeks to reconcile Roman Catholicism with Orthodox Christianity, following a paper that I gave on the Great Schism of 1054. Currently, I am a new member of the Columbia Country Citizens for Human Dignity.

I hope that this gives you sufficient background to support my inclusion on the Board of the Columbia Country Cultural Coalition.

Many thanks,

Dr. Margaret Trenchard-Smith

Curriculum vitae

Dr. Margaret Trenchard-Smith

29232 Huber Rd., Scappoose, OR 97056
(503) 543-3222 (home); (323) 470-7053 (cell)
drmtrenchardsmith@gmail.com

Positions

2012-2015
Tutor for AP World History, AP Modern European History, AP U.S. History and other subjects

Spring Semester 2006-Fall Semester 2011
Lecturer, Department of History, Loyola Marymount University, Los Angeles
Courses taught: HISTORY 499 (Byzantine Christianity), HISTORY 410 (Byzantine History), HISTORY 300 (Global Encounters to 1500 CE), HONORS 499 (Refiner's Fire: Catastrophe and the Forging of 'Byzantium'), HONORS 220 (From *Republic* to *Prince*), HISTORY 100 (Foundations of Western Civilization to 1500 CE)

2000-2001
Teaching Associate, Department of History, University of California, Los Angeles (UCLA).
Course taught: History of World Religions, History of Medicine

1997-98
Teaching Assistant, Department of History, UCLA
Courses taught: History of Early Christianity, History of Western Civilization

Education

2006
Ph.D., History, UCLA
Dissertation: *Perceptions of Unreason in the Byzantine Empire to the End of the First Millennium*
Committee: Claudia Rapp (Chair), Michael Morony and Kathryn Morgan

1999
C. Phil., History, UCLA

1997
M. A., History, UCLA

1994
B. A., History, *summa cum laude* (4.0 GPA), UCLA

Publications

2015
"Sea-Sickness, Shipwreck and the Heretical Storm: Saint Basil on Dissent, the Passions and Madness"
Ed. Helen Perdicoyianni-Paleologou, Adolf Hakkert

2011
"Byzantine Households and the Sacred Disease: Caring for Epileptics"
In *The Treatment of Disabled Persons in Medieval Europe.*
Eds. Wendy Turner and Tory Vandeventer Pearman. Publ. Edwin Mellen Press

2010
"Insanity, Exculpation and Disempowerment in Byzantine Law"
In *Medieval Madness in Law and Culture*
Ed. Wendy Turner. Publ. Brill

2009
"East and West: Cultural Dissonance and the 'Great Schism of 1054' "
Online publication for the Huffington Ecumenical Institute, Loyola Marymount University
and Saint Sophia Cathedral, Los Angeles

Presentations

2010
"Sacred Places of Unsacred Origins: Risky *Askesis* in Early Medieval Monasticism"
Session: *The Sacred Places of Medieval Monasticism*, 45th International Congress on Medieval Studies
Western Michigan University, Kalamazoo

2009
"East and West: Cultural Dissonance and the 'Great Schism of 1054' "
Huffington Ecumenical Institute, Loyola Marymount University

2009
"The Care, Cure and Control of the Mad in Byzantium": A Dockweiler Paper
Department of History, Loyola Marymount University, Los Angeles

2007
"Barking at the Cross: A Curious Incident in the So-called Chronicle of Zachariah of Mytilene"
XXXIII Byzantine Studies Conference, University of Toronto

2005
"Poisoning in the *Basilika*: The History of a Law"
XXXI Byzantine Studies Conference, University of Georgia, Athens

2005
"Undutiful Daughters, Vengeful Wives and Madwomen: Women of Violence in Roman Law"
Colloquium, *Women of Violence*, Center for Medieval and Renaissance Studies, UCLA

2003
"Maniacs, Melancholics and the Moonstruck: Situating the Aberrant in Early Byzantine Society"
Colloquium, *The Byzantine Habitat*, Program for Hellenic Studies, Princeton University

2001
"*Status strictus*: Hysteria, Virginity and the Byzantine Medical Writers of the 6th and 7th Centuries"
XXVII Byzantine Studies Conference, Notre Dame University

2001
"Byzantine Women and the Sacred Disease: Caring for Epileptics"
VII UCLA Byzantinists' Colloquium, *Byzantine Women: The Everyday Experience*, UCLA

2000
"Maximos the Confessor on the Passions of the Soul and the Irrational"
XXVI Byzantine Studies Conference, Harvard University

1997
"*Furibunda silentia*: The 'Raging Silences' of the Testimony of Dhuoda, Countess of Septimania"
Princeton Graduate Student Conference, *Disasters in History*, Princeton University

Other Relevant Experience

2009-2011
Advisory Board Member, Huffington Ecumenical Institute, Loyola Marymount University

2010
Event Chair, *Mary, Mother of God: Bridge to Unity?*
Huffington Ecumenical Institute, Loyola Marymount University

2009-2010
Steering Committee and Panel Moderator: *Women and Church, East and West: A Catholic-Orthodox Conversation*
Huffington Ecumenical Institute, Loyola Marymount University

2009
Event Coordinator and Chair: Christine Angelidi, "Late Antique Heritage and the Remaking of Antiquity in the Middle Byzantine Period"
Alexander S. Onassis Public Benefit Foundation (USA) and Huffington Ecumenical Institute, Loyola Marymount University

1999-2001
Liaison to Undergraduates, Center for Medieval and Renaissance Studies, UCLA

1996-2001
Program Chair, Graduate Student Conference on Late Antiquity, UCLA

COLUMBIA COUNTY PROJECT REQUEST FORM

Department: Transit

Submitted by: Michael Ray

Date: 03/21/2016

Director Signature _____

Type of Project:

(●) **Capital Project**

( ) **Non-Capital Project**

Project Duration:

START: 3/2016 **END:** 12/2017

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

Project Name: Replacement Transit Vehicles

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

This 5339 Grant would enable CC Rider to purchase up to 5 new vehicles to replace existing vehicles that are at or past their useful life. The vehicles would include a new 28-30 passenger bus, a 14-16 passenger bus, an 8 passenger bus, a minivan and a sedan.

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

CC Rider has numerous vehicles that are past their useful life in both years and mileage. ODOT has this grant program to assist small urban and rural transit agencies keep their fleet current. The five vehicles listed are the oldest and most high mileage vehicles in the CC Rider fleet and having the funds to replace any one of them would be a great benefit to CC Rider as maintenance and repair costs could significantly be reduced.

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

This grant helps to fulfill the goals of the Columbia County Coordinated Plan, page 13; and this 5339 Grant is part of the greater set of applications which have included the Technology Grant application presented to the Commission and the STF Grant, which provides the matching funds for this Grant.

PROJECT COSTS:

1. Planning/Design/Engineering	
2. Legal\Grant Administration	
3. Property Acquisition	
4.Construction	
5.Equipment/Furniture	$365,000
TOTAL	$365,000

OPERATION/MAINTENANCE(OM) IMPACT

Personnel	
Contractual	
Materials/Supplies	
Equipment	
Utilities	
OM Savings	- ( )
TOTAL	

EXPENDITURE SCHEDULE:

		USE OF FUNDS (Reference Cost Item #)	SOURCE OF FUNDS: County Fund	County $	Grant Grantor	Grant $	Other Source	Other $
FY 17	$ 243,333	vehicle purchase			5339	$206,833	stf	$36,500
FY 18	$ 121,667	vehicle purchase			5339	$103,417	stf	$18,250
FY	$							
FY	$	1st Year OM						

PROJECT REVIEW COMMITTEE:

Finance Review:
Date:_____ Finance Director Signature_____ Comments(Page 2)

Legal Review:
Date:_____ County Counsel Signature_____ Comments(Page 2)

HR/IT Review
Date:_____ HR/IT Director Signature_____ Comments(Page 2)

LDS/Facilities Review:
Date:_____ LDS Director Signature _____ Comments(Page 2)

PROJECT REVIEW COMMITTEE COMMENTS

FINANCE REVIEW:

Date: _____
By:

LEGAL REVIEW:

Date: _____
By:

HR/IT REVIEW:

Date: _____
By:

LDS/FACLITIES REVIEW:

Date: _____
By:

Oregon Department of Transportation
Rail and Public Transit

DISCRETIONARY BUS APPLICATION PACKAGE

Includes 5307 Mass Transit, 5339 Bus and Bus Facility,and 5310 Seniors and Individuals with Disabilities Applications

A. Applicant Information

AGENCY NAME			CURRENT AGREEMENTS WITH RPTD?
Columbia County Transit/CC Rider			Yes
CONTACT PERSON FIRST NAME	LAST NAME		TITLE
Janet	Wright		Administrator
PHONE	FAX	EMAIL ADDRESS	
503-366-8504	503-366-8508	janet.wright@co.columbia.or.us	

B. Funding information

What type of capital funding are you applying for? (One application per funding source.)

☐ 5307 Mass Transit ☒ 5339 Bus and Bus Facility ☐ 5310 Seniors and Individuals with Disabilities

SELECT THE FUND YOU ARE APPLYING FOR:
Rural (population under 50,000)

C. Vehicle information

1. Please enter the following information for each of the vehicles to be replaced:

YEAR	MAKE	MODEL	VEHICLE CATEGORY	VIN	TOTAL NO. SEATS	NUMBER OF ADA STATIONS	CURRENT MILEAGE	DISPOSAL TYPE
2001	Ford	Cutaway	D	1fdse35lo1ha78713	8	2	306,876	BU
2000	Pontiac	Sunfire	E-7	1g2jb5247y7372132	3	0	157,806	BU
2007	Chevrolet	Uplander	E-3	1gbdv13157d129372	3	1	253,153	BU
2007	Chevrolet	El Dorado	C	1gbe5v1247f415578	28	2	344,293	BU
2008	Ford	El Dorado	D	1fd4e45s28db51376	14	2	253,343	BU

Record(s): 5

DATE CURRENT MILEAGE RECORDED: _____

2. Condition of vehicle(s):

VIN	CONDITION	EXPLAIN VEHICLE MAINTENANCE HISTORY, RIGHT-SIZING JUSTIFICATION, ETC. (KEEP EXPLANATION SIMPLE.)
1fdse35lo1ha78713	Adequate	High Mileage, frequent repairs, needs replacement
1g2jb5247y7372132	Adequate	High Mileage, Not adequate for transporting disabled passengers
1gbdv13157d129372	Marginal	High Mileage, frequent repairs, difficult to load larger wheelchairs
1gbe5v1247f415578	Marginal	High Mileage, frequent repairs
1fd4e45s28db51376	Adequate	High Mileage, frequent repairs

Record(s): 5

3. Will you use the ODOT/DAS state price agreement contract? ☒ Yes ☐ No

4. Vehicles to be purchased:

VEHICLE CATEGORY	QUANTITY	COST EACH ($)	TOTAL ($)	NO. REGULAR SEATS	NO. ADA STATIONS	TOTAL CAPACITY	FUEL TYPE	ESTIMATED ORDER DATE	ESTIMATED DELIVERY DATE
D	1	60,000	60,000	4	2	8	G	7/1/16	12/14/16
E-7	1	30,000	30,000	3	0	3	G	7/1/16	10/3/16
E-3	1	35,000	35,000	2	1	3	G	7/1/16	10/3/16
C	1	150,000	150,000	24	2	28	G	7/1/16	12/14/16
D	1	90,000	90,000	10	2	14	G	7/1/16	12/14/16
TOTALS:	5	GRAND TOTAL:	$365,000	43	7	56	*Record(s): 5*		

ENTER OTHER FUEL TYPE(S)

5. Project totals for grant application:

TOTAL PROJECT COST	MATCH TYPE	MATCH AMOUNT	GRANT AMOUNT	MATCH FACTOR
$365,000	5339 Bus and Bus Facility	54,750	310,250	0.15

D. Local match information

Describe the source of your local match funds in the field below (examples: funds from your budget, STF funds). If the matching funds are not available now, describe when they will be (examples: next fiscal year, January 2016.) Please be specific.

LOCAL MATCH DETAILS

STF Funds available July 1, 2016

E. Discretionary capital grant need information

A limited amount of funding is available for critical capital projects. Describe your specific capital, vehicle expansion, or facility need.

CAPITAL NEEDS

Bus Shelter at Columbia County Mental Health Facility - McNulty Way. CCMH is improving their parking facility and included in the upgrade is a new bus zone along the street frontage. CC Rider would like to install a new shelter as part of the project.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of the Application by the David Wilson Jr. Trust for a Minor Partition and Variance to Lot Size Standards to Divide a 14.29-Acre Parcel into Three Parcels of 4.76 Acres in the RR-5 Zone (MP 16-01 and V 16-02)	)))))	FINAL ORDER NO. 8-2016

WHEREAS, on August 3, 2015, the David Wilson Jr. Trust (hereinafter "applicant") submitted an application for a Minor Partition (MP 16-01) and Minor Variance (V 16-02) to divide a 14.29-acre parcel in the RR-5 Zone (Rural Residential – 5 Acres) into three 4.76-acre parcels. The subject property is located at the end of Blaha Road and is identified as Tax Map ID No. 4212-030-00600; and

WHEREAS, County planning staff deemed the application complete on August 17, 2015, and two days later, notified surrounding property owners and other affected parties of the application and the administrative decision-making process for minor partitions and minor variances; and

WHEREAS, on August 31, 2015, a request for referral of the application to the Planning Commission was timely submitted by Chelsea Strautman Neil, John Ryan Neil, Norm and Janet Anderson, Merlene and Stephen Hammergren, Joseph and Kimberly Hanoucek, and Shaun and Ansley Semsch; and

WHEREAS, following proper notice, the Planning Commission held a hearing on the application on November 2, 2015. At the applicant's request, the hearing was continued to December 7, 2015 and again to January 4, 2016. The January 4, 2016, hearing was cancelled by the County due to inclement weather; and

WHEREAS, the Planning Commission ultimately held their second hearing on the application on February 1, 2016, and following the hearing, deliberated and voted to approve the application with conditions; and

WHEREAS, the Planning Commission's decision was timely appealed to the Board of Commissioners by Chelsea Strautman Neil; and

WHEREAS, on February 24, 2016, the applicant consented to extend the 150-day deadline required by ORS 215.427 to April 4, 2016; and

WHEREAS, following proper notice, the Board of Commissioners held a hearing on the application on March 16, 2016. The Board accepted all written evidence submitted into the record prior to the issuance of the staff report, a list of which was entered into the record as Exhibit 1, as well as evidence submitted after the staff report and before the close of the hearing, which was entered into the record as Exhibits 2 and 3; and

WHEREAS, the Board then deliberated and voted to tentatively approve the application (MP 16-01 and V 16-02) with conditions as set forth in the Staff Report dated March 9, 2016.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

A. The Board of County Commissioners adopts the following findings in support of its decision:

    1. The Supplemental Findings of Fact and Conclusions of Law, attached hereto as Attachment A and incorporated herein by this reference; and

    2. The findings and conclusions in the Staff Report to the Board of County Commissioners dated March 9, 2016, which is attached hereto as Attachment B and incorporated herein by this reference, to the extent those findings are consistent with this Final Order and the Supplemental Findings of Fact and Conclusions of Law; and

    3. The above recitals.

B. Based on the foregoing and the whole record on this matter, the Board of County Commissioners **APPROVES V 16-02** for a minor variance to the 5 acre minimum lot size to allow the partitioning of three parcels of 4.76 acres each, subject to the condition that V 16-02 shall remain valid for one (1) year from the date of the final decision. This variance approval shall become void unless the next step in the development process has not been applied for within the one-year validity period.

C. Based on the foregoing and whole record on this matter, the Board of County Commissioners concurrently **APPROVES MP 16-01** dividing the approximate 14.29-acre subject property into three approximate 4.76-acre parcels located along the ridge between Blaha Road and Lindsay Lane in the RR-5 Zone subject to the following conditions:

    1. This Preliminary Land Partition shall remain valid for one (1) year from the date of the final decision. The approved preliminary plat shall become void unless a surveyed final plat is prepared and submitted to Land Development Services within the one-year validity period. This Final Plat shall conform to: 1) the approved preliminary plat as submitted in accordance with the conditions described herein, and 2) the form and content requirements of the Columbia County Subdivision and Partitioning Ordinance and Oregon Revised Statutes. One extension of time of up to six months may be granted by the Planning Director if requested in writing with the appropriate fee before the expiration date.

    2. The subject property and all new and/or altered property lines shall be surveyed and filed with the County Surveyor and the Final Plat shall be recorded with the County Clerk.

    3. In addition to all County and State requirements, the following shall be included on the Final Plat:

a. The area of and number of each parcel.

b. The location, dimensions and purpose of all recorded and proposed public and private easements.

c. The parcels for which adequate water supply or sewage disposal have not yet been proven shall be labeled as such. Prior to issuance of future building permits the property owner(s) will be required to demonstrate that water is available and submit proof of approved septic lot evaluations.

4. Prior to Final Plat approval Blaha Road shall be constructed to County Road Standards with a paved finish of 20 feet wide, in compliance with the Columbia County Road Standards. This improvement shall be coordinated through a Public Road Construction Permit.

5. No separate development is authorized for the proposed parcels until the Final Partition Plat is surveyed and recorded with the County Surveyor and County Clerk.

6. All future uses and development on the three Parcels shall comply with the applicable provisions of the Rural Residential (RR-5) Zone and the Comprehensive Plan.

DATED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Approved as to form

By: _____
Office of County Counsel

SUPPLEMENTAL FINDINGS OF FACT AND CONCLUSIONS OF LAW

I. Introduction

The Board of County Commissioners adopts the following supplemental findings of fact and conclusions of law in support of its decision on V 16-02 & MP 16-01, In the Matter of the Application by the David Wilson Jr. Trust for a Minor Partition and Variance to Lot Size Standards to Divide a 14.29-Acre Parcel into Three Parcels of 4.76 Acres in the RR-5 Zone (MP 16-01 and V 16-02). The subject property is located along the ridge between the ends of Blaha Road and Lindsey Lane in Warren (the "Property").

II. Findings of Fact and Conclusions of Law

A. The standards and criteria for the minor partition application are satisfied.

A minor partition application must satisfy a number of provisions in the Columbia County Zoning Ordinance (CCZO), the Columbia County Subdivision and Partition Ordinance (CCSPO), and the Columbia County Stormwater & Erosion Control Ordinance. These applicable sections include CCZO Sections 200 & 600, CCSPO Articles II, VII, & X, and their subparts. Apart from CCZO Section 604.1, governing the minimum lot size for the RR-5 zone, none of these criteria or related staff findings were challenged by the appellant or other opponents. The reduction in the applicable lot size under CCZO Section 604.1 is the subject of the Minor Variance (V-16-02) application, which is addressed below.

One neighboring property owner raised concerns about the partition of the property meeting the National Fire Protection Association standards. These County's ordinances and codes meet all standards for rural fire protection; however, many of those standards are not incorporated into the criteria for a minor partition application or variance, and are therefore not applicable at this stage. For standards that are applicable at this stage, the Columbia River Fire & Rescue reviewed the proposals and made no objections to their approval, and only commented that "[f]uture driveways will need to conform to the Access Roads and Driveway Standard." Most of the County's fire standards are incorporated into and enforced through the building permit requirements. Accordingly, all future development of the land must comply with applicable fire standards in the County's ordinances.

The Columbia County Board of Commissioners Staff Report, dated March 9, 2016, sets forth findings that all of the criteria applicable to the Minor Partition Application (MP 16-01) under the County's ordinances have been satisfied. The Board also concludes that the criteria have been satisfied, and adopts the findings set forth in the Staff Report to the extent those findings are consistent with the Board's decision and these supplemental findings.

B. The standards and criteria for a variance under the CCZO have been met.

The bulk of public comments in opposition to these applications focused on whether the applicant is allowed to divide the Property into three parcels—slightly smaller than the five-acre minimum for the RR-5 zone—pursuant to the Variance Application (V 16-02). The amount of variance from the five-acre parcel size is 4.8% of the standard (*i.e.*, 4.76 acres instead of 5 acres),

and therefore is defined as a "minor variance" under the CCZO because the reduction is less than 10%.

The requirements for a minor variance are set forth in CCZO Section 1504.3, which incorporates the criteria of 1504.1(A). At the Planning Commission, members of the public questioned whether the variance should be processed under CCSPO Section 210 instead of CCZO Section 1504.3. CCZO Section 1504.3 provides the proper approval criteria for this variance because the request is to vary the provisions of the Zoning Ordinance, specifically the minimum lot size provision of the RR-5 zone in CCZO Section 604.1. The text and context of these two variance provisions makes clear that CCZO Section 1504 governs variances to the CCZO and that CCSPO Section 210 governs variances to the CCSPO.

Arguments were raised in opposition to the Variance Application, including changes to the nature and character of the neighborhood, increased traffic, unwanted road improvements to Blaha Road, and the lack of unique conditions and of hardship to justify the variance application. As set forth below, the Board finds these arguments unpersuasive and concludes that all criteria for the Variance Application (V 16-02) have been satisfied.

1. The granting of the variance will not be detrimental to the public safety, health, or welfare, or injurious to other property.

The first finding required for a minor variance is that it will not be detrimental to the public safety, health, or welfare, and that it will not be injurious to other property. CCZO Section 1504.3.D; CCZO Section 1504.1.A.1. The appellant and other opponents argued that the granting of the variance in this matter would be detrimental to the public and injurious to other property because the additional parcel would generate additional traffic on Blaha Road and change the nature of the neighborhood.

As a starting place, it should be noted that the proper focus of the analysis for this application is the actual variance sought, which is 4.8% of the standard (*i.e.*, 4.76 acres instead of 5 acres). In other words, how will a parcel of 4.76 acres impact the public and neighboring property as compared to the standard 5-acre parcel. The Board finds that in this is a neighborhood of approximately 40 homes, with average lot sizes that are substantially smaller than the now-applicable five-acre minimum, the three proposed 4.76-acre parcels are in character with the existing neighborhood and will not be detrimental to the public health, safety or welfare, or injurious to other property. But even if the focus is on the consequences of this variance—three lots instead of two—the arguments in opposition are still not persuasive. As an initial matter, only two of the three parcels will access Blaha Road. Parcel 1, the northern-most parcel will access Lindsay Lane through an easement. The applicant can create two parcels with access onto Blaha Road without a variance. The creation of the third parcel will have no impact on the traffic on Blaha Road because that parcel will access Lindsay Lane. Even if the third parcel were to access Blaha Road, one additional residence does not generate enough traffic to rise to the level of creating a detriment to health, safety or welfare of neighboring properties. This already-developed neighborhood will not be adversely impacted by the addition of one extra parcel that is allowed by granting of this variance.

Neighboring property owners also argued that the extension and widening of Blaha Road would be injurious to the public and their property. The Board disagrees. First, Blaha Road is an existing public right of way that was already extended in 2011 as part of the minor partition MP 11-04 (Partition Plat No 2011-09). It is a local access road, a portion of which has not been improved to County standard. Approval of the applications will neither result in the extension nor widening of the right of way. Rather, approval is conditioned upon the applicant *improving* a portion of the *existing right of way* to County standard. Second, the road improvements are required because of the minor partition, which has not been challenged. Therefore, the improvements to Blaha Road are required regardless of whether the variance application is approved. *See* Columbia County Subdivision and Partitioning Ordinance (CCSPO) § 1005(A). In other words, if the subject property was partitioned into two parcels, the paved surface of the road would still need to be widened as explained by staff during the March 16, 2016, Board hearing. In any event, the Board finds that the improvement of Blaha Road to County standards will actually improve public safety and benefit surrounding properties by making the road wide enough for emergency vehicles and allowing for safer traffic flow. Accordingly, the Board finds that this criterion is satisfied.

2. The conditions upon which the request for a variance is based are unique to the property for which the variance is sought and are not applicable generally to other property.

The Staff Report sets forth findings to support this criterion. The appellant disagrees and argued that the conditions identified were not sufficiently related to the Property. Appellant seemed to argue that to satisfy this criterion, the conditions must be solely related to the physical characteristics of the property and that the property's surroundings cannot be considered.

The Board does not interpret this criterion in such a narrow fashion. There is no language in this criterion that limits the unique conditions to only physical characteristics of the property or prohibits consideration of the surrounding area as a unique condition. This is not an oversight nor is it implied by the other language used. Other sections of County code do expressly limit variances to criteria that can only be met by the physical characteristics of the land. For instance, Section 210 of the CCSPO restricts allowable hardship findings to only "the particular physical surroundings, shape or topographical conditions of the specific property involved[.]" Similar language is not used here, and thus, the Board concludes that the conditions under this criterion must be unique to the property, but not necessarily to its physical characteristics.

Furthermore, this criterion is not limited to conditions that are intrinsically unique to the property (i.e., limited to the area within the properties boundaries), as appellant argues. The Board finds that the property's location and its surroundings may provide a unique condition that is not generally applicable to other properties. For example, being adjacent to a hazardous feature, such as unstable soils or landslide hazard on an abutting property, may be a characteristic that while extrinsic could be a unique condition to justify a setback variance to allow a home to be placed farther from the hazardous feature. In this case, the surrounding area is a unique condition in that the great majority of neighboring lots in this RR-5 zone are less than 5 acres. In general, most properties are surrounded by conforming lots and parcels.

Accordingly, for this application, several conditions satisfy this criterion. First, the Property is surrounded by a neighborhood of smaller properties that do not meet the current five-acre minimum for the RR-5 zone. There are 40 homes in the RR-5 zone on the two roads that will provide access to the Property (Blaha Road and Lindsay Lane). Of these 40 homes, 32 are smaller than five acres. The average size of these 32 homes is less than 2.5 acres. Second, as set forth in the Staff Report, the Property has been subject to widely varying zoning rules, which as has resulted in in parcels on three sides of the Property that are less than 5 acres. Third, the land is bisected by an easement for the Bonneville Power Administration's transmission line. This easement is located at a natural boundary for one-third of the Property, pursuant to a three-parcel division.

Alternatively, even if this criterion authorized variances only based on unique physical characteristics of the site, it would still be met. As explained in the Staff Reports, the owner of the subject site donated .72 acres of land to public right of way in previous years, but is now only .71 acres short of the amount need to reach 15 acres (and thereby not need a variance). The history and specific size of this property is a unique condition upon which this variance is based. Furthermore, this site is served by a public road that is not improved to County standards and will need to be upgraded prior to or as part of this development. This physical characteristic is unique to this property and not generally applicable to other property. In addition, the subject site will take access from both Blaha Road (via public frontage) and Lindsey Lindsay Lane (via private easement). This unique dual access will enable disbursal of traffic impacts from the proposal in multiple directions making the site more suited for one additional parcel.

The Board would also like to address the relationship of the BPA easement to this uniqueness requirement. In oral argument, appellant argued that staff findings at the bottom of page 12 in the final Staff Report indicated that the easement is not sufficiently unique. The Board disagrees with this statement in the Staff Report, and finds that the easement is unique to the property and is not generally applicable to other property. The existence of this easement makes the property divides the property at a point where it makes the best use of the property to divide it into three parcels and where Parcel 1 will use Lindsay Lane for access. This easement condition, as well as the others offered by applicant in its submittals and oral argument (including surrounding average lot size, need for road improvement, and history of parcel), are each independently sufficient unique conditions that meet this criterion. The Board finds that this criterion is satisfied.

3. Approval of the application will allow the property to be used only for purposes authorized by the Zoning Ordinance.

Neither the appellant nor any other opponent argued that the variance would result in the Property being used for purposes that were not authorized by the CCZO. The Staff Report finds that "[t]he recording of the Final Partition Plat will authorize each newly created parcel to be separately developed for [only] RR-5 uses provided all necessary building and land use planning permits are obtained." The Board agrees and finds that this criterion is satisfied.

4. Strict compliance with the Zoning Ordinance would create an unnecessary hardship.

The appellant's chief argument against the variance application is that strict compliance with the zoning code would not result in an "unnecessary hardship" for the applicant. The appellant urges a narrow and severe interpretation of the phrase "unnecessary hardship." Appellant argues that for satisfaction of this criterion, the requisite hardship must be extraordinary, major, and must be related to the physical characteristic of the land. Appellant also argues that the hardship cannot be related to the financial consequences from strict compliance, nor can it relate to any circumstance outside the Property itself.

The Board rejects this narrow interpretation of the phrase "unnecessary hardship." First, the Board concludes that the plain language of the text for this criterion does not support such an interpretation. Furthermore, the Board observes that more severe language is used in the standards for other types of variances. For example, a major variance of the zoning ordinance requires an applicant to also show that there exists "unusual circumstances" and "undue hardship." CCZO § 1504.1. Under the subdivision and partitioning code, a variance can only be granted if there is an "extraordinary" and "particular" hardship—and this extraordinary hardship must be related to the physical nature of the land. CCSPO § 210(A)(3). Because such language is not used for the hardship criterion for a minor variance, the Board rejects an interpretation that incorporates a similarly harsh standard. Rather, the Board holds that the term "unnecessary hardship" is to be interpreted according to its plain English meaning. In other words, there must be some hardship from strict compliance and it must be unnecessary to satisfy this criterion. But the hardship is not restricted to solely the physical characteristics of the land. In addition, consideration of the financial consequences of the strict compliance is appropriate.

For this variance application, there are two primary consequences of strict compliance that qualify as hardships. First, the applicant would have to make substantial and costly road improvements for a partition resulting in only two parcels. The road improvements would benefit five existing homes, whose owners were not required to bring the road to county standards because such a requirement is only triggered when a new parcel is created by a partition. These improvements would be to almost 600 linear feet of road. The Board finds that this cost is great in proportion to the benefit of the creation of two over-sized parcels, and that it constitutes a hardship. Second, the Board finds that restricting the applicant to the creation of two parcels that are oversized compared to the neighborhood is also a hardship. By not granting the variance, the Board would be holding the applicant to a standard that few in the surrounding area meet. The Board also finds that these hardships are unnecessary. The requested variance is a minor adjustment and will not impact the neighborhood in any meaningful way. Also, the three parcels created through the variance will be compatible with the surrounding area—and in fact, will still be larger than the majority of parcels in the neighborhood.

Even if the Board were to apply the strict interpretation of this standard offered by the appellant (which it does not), the Board would find that narrow and heightened standard to be met. The two consequences of strict compliance discussed in the preceding paragraph are extraordinary, major, and related to the physical characteristic of the land. Accordingly, the Board finds that strict compliance with the ordinance would create an unnecessary hardship and that this criterion is satisfied.

5. The granting of the variance will not adversely affect the realization of the Comprehensive Plan nor violate any other provision of the Zoning Ordinance.

No opponent argued that the variance would violate this criterion. The Board finds that the proposed variance will comply with the realization of the Comprehensive Plan and will not violate any other provision of the CCZO. Accordingly, the Board finds that this criterion is satisfied.

6. The arguments concerning restricting our review to only the application and strict enforcement of lot size requirements are incorrect and rejected.

Although not specifically related to any specific criteria, certain public comments argued that the County's consideration of the applications in this matter should be limited to only the information contained in the initial application form. They also argued that the County ordinance somehow required strict enforcement of the minimum lot sizes.

The Board rejects both of these arguments. The Board is required to consider all information related to applicable criteria provided until the record is closed. Furthermore, the CCZO specifically contemplates and allows variances to the minimum lot size requirements, pursuant to the variance section addressed above. Minor variances to lot size are explicitly authorized up to 10 percent of the base zone's minimum lot size.

III. Summary

In sum, the Board finds that the subject applications, V 16-02 & MP 16-01, satisfy all applicable criteria. Accordingly, pursuant to the findings above, as well as the findings in the Staff Report (to the extent that they do not contradict the findings above), the Board approves both applications.

ATTACHMENT B

COLUMBIA COUNTY BOARD OF COMMISSIONERS
STAFF REPORT
March 9, 2016

FILE NUMBERS: V 16-02 & MP 16-01 **(Land Use Hearing)**

APPLICANT/ OWNER: David Wilson Trust, 315 Riverside Rd, St Helens, OR 97053

LOCATION: The site is located along the ridge between the ends of Blaha Road and Lindsey Lane in Warren

MAP ID NUMBER: 4212-030-00600

ZONING: Rural Residential (RR-5)

SIZE: ± 14.29 acres

REQUEST: Minor Partition and Variance to Lot Size Standards, to divide an approximate 14.29 acre property into three parcels of approximately 4.76 acres each.

APPLICATION COMPLETE: 8/17/15 150 DAY DEADLINE: 1/14/16
(Applicant has waived deadline to April 4, 2016 due to continuances)

REVIEW CRITERIA:

Columbia County Zoning Ordinance (CCZO)	Page
Section 200- General Provisions	6
Section 600 - Rural Residential (RR-5) Zone	6
Section 1504 - Variances	10
Columbia County Subdivision and Partition Ordinance	
Article II, Administrative and General Provisions	13
Article VII, Minor Land Partitioning	14
Article X, Subdivision & Partition Requirements	15
Columbia County Stormwater & Erosion Control Ordinance	18

SUMMARY:

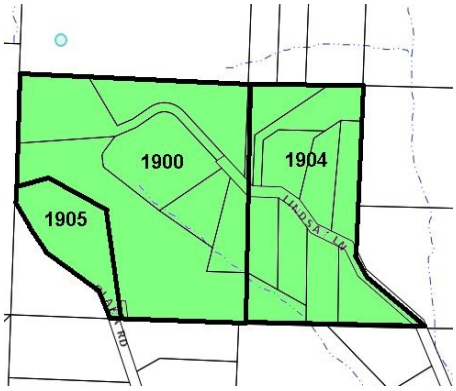
The applicant, David Wilson Trust, submitted Minor Partition (MP 16-01) and related Minor Variance (V-16-02) applications which, if approved, will allow the trust to divide an approximate 14.29 acre Rural Residential (RR-5) zoned property into three parcels of 4.76 acres each. The subject property is vacant and is surrounded almost entirely by RR-5 properties. Only a small portion in the northwest section of the property abuts the Primary Forest (PF-80) zone. All three proposed parcels have 50' of frontage on Blaha Road. In addition to the frontage on Blaha Road, the northern parcel has an access easement off of Lindsay Lane. The southern two parcels will be served

by McNulty Water. The northern parcel is proposed to be served by a well. Emergency services to the area are provided by Columbia River Fire and Rescue. There are no known natural areas of concern on the property per the CPAC Beak Maps, National Wetlands Inventory Maps, and County Records.

The applicant requests a minor variance from the minimum lot size because of the location of the subject property and bisection of the parcel by power lines owned by the Bonneville Power Administration, impacting the extension of roads and services . This application for Administrative Review was deemed complete on August 17, 2015. On August 19th notices were mailed out to adjacent property owners within 750 feet and the Citizen Planning Advisory Committee (CPAC for St. Helens & Columbia City). On August 31, 2015, a Referral was received from a notified party and an Appeal/Referral to the Planning Commission was filed in the Clerks Office. On September 29th the applicant was notified of the Referral and the date of the subsequent public hearing.

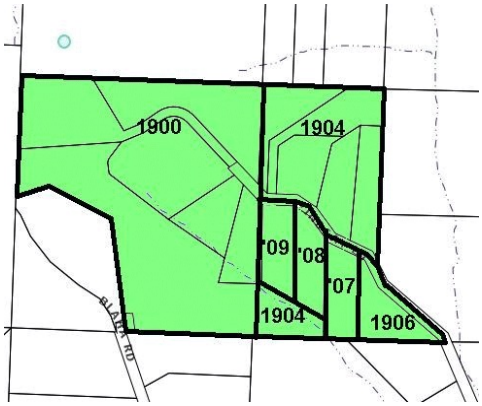
What follows is a brief history of the area and subject property (Tax lot #4212-030-00600 used to be referred to as tax lot #4212-000-01900. <u>This historical analysis and staff report will refer to the subject property as tax lot 1900</u>):

1981: Wilson divided tax lot 1900 (58.2 acres) into 3 parcels:
Tax lot 1905 - 5.00 acres
Tax lot 1900 - 31.84 acres
Tax lot 1904 - 21.36 acres



1987: MP 27-87 - Wilson divided tax lot 1904 (21.36 acres) into 3 parcels:
Tax lot 1904 - 16.62 acres
Tax lot 1906 - 2.55 acres
Tax lot 1907 - 2.19 acres

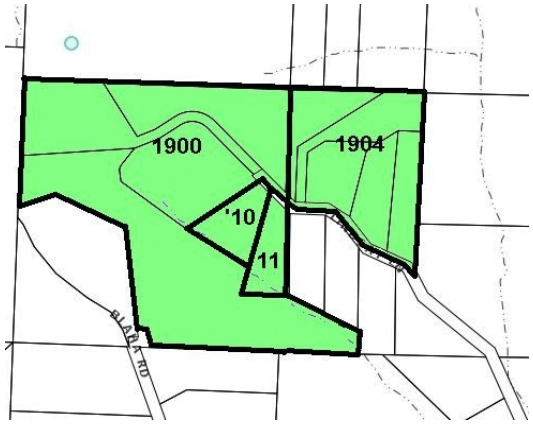
The Board of County Commissioners approved Lindsay Lane with a 20' paved surface. At this time, Lindsay Lane was a non-exclusive easement.



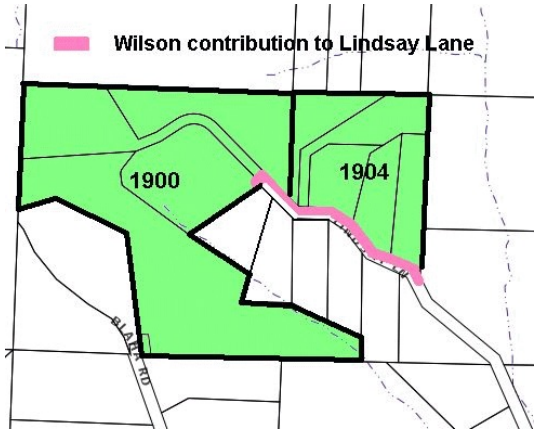
1988: MP 30-88 - Wilson divided tax lot 1904 (16.62 acres) into 3 parcels:
Tax lot 1904 - 12.62 acres
Tax lot 1908 - 2.00 acres
Tax lot 1909 - 2.00 acres

1989: MP 43-89 - Wilson divided tax lot 1900 (31.84 acres) into 3 parcels:
Tax lot 1900 - 28.21 acres
Tax lot 1910 - 2.00 acres
Tax lot 1911 - 2.01 acres

1992: Due to TL 1904 being a non-contiguous parcel a lot line adjustment is made increasing TL 1900 to 30.04 acres and decreasing TL 1904 to 10.41.

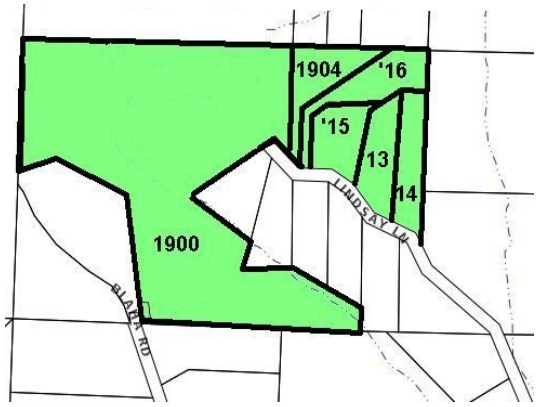


In 1994 Lindsay Lane became a public right of way.
Property owners adjacent to Lindsay Lane dedicated a small portion of their property to the public. Portions dedicated per parcel ranged from 0.04 acres to 0.57 acres.
Wilson dedicated a total of 0.72 acres (0.15 from TL 1900 and 0.57 from TL 1904).

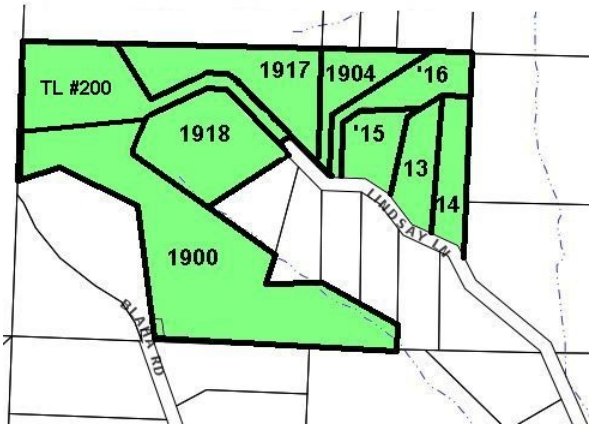


1995: MP 51-95 - Wilson divided tax lot 1904 (10.41 acres) into 3 parcels:
Tax lot 1904 - 6.41 acres
Tax lot 1913 - 2.00 acres
Tax lot 1914 - 2.00 acres

1997: MP 12-97 - Wilson divided tax lot 1904 (6.41 acres) into 3 parcels:
Tax lot 1904 - 2.00 acres
Tax lot 1915 - 2.00 acres
Tax lot 1916 - 2.41 acres



1998: ***The Columbia County Zoning Ordinance RR-5 Section is amended no longer allowing 2 acre minimum lot sizes in the RR-5 zone.*** *Prior to this zone change a parcel could have a minimum lot size of 2 acres if the property was able to access public or community water systems.*

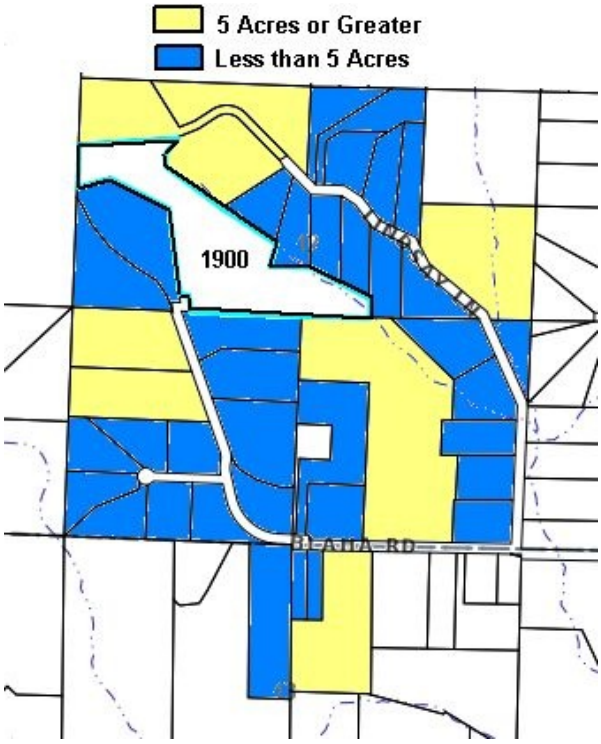


2000: MP 00-15 - Wilson divided TL 1900 (29.89 acres) into 3 parcels:
TL 1900 - 19.89 acres
TL 1917 - 5 acres
TL 1918 - 5 acres

2011: MP 11-04 - Wilson divided tax lot 1900 (19.29 acres) into 2 parcels:
Tax lot 1900 - 14.29 acres
Tax lot #4212-30-00200 - 5 acres

The parcel size of TL 1900 was reduced from 19.89 to 19.29 acres in 2001. The County Assessor's Records has a notation of "acreage correction".

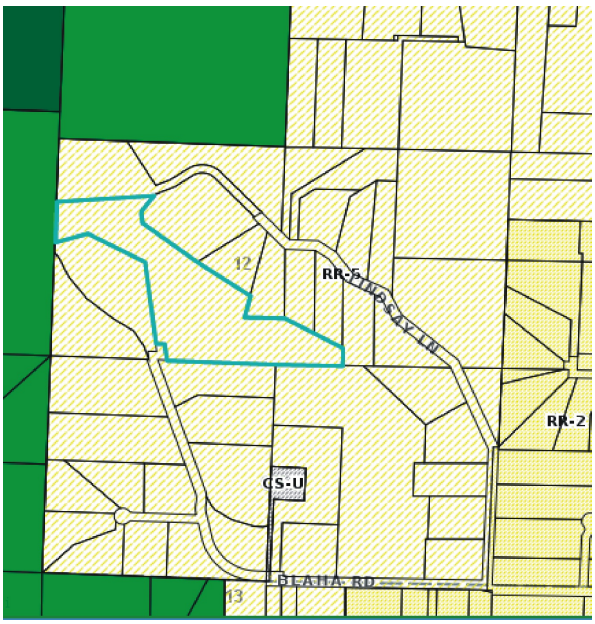
Property Size Map: Vicinity of Lot 1900



Only properties along Lindsay Lane and Blaha Road that are in the RR-5 zone are depicted.

Columbia County Zoning: Vicinity of Lot 1900

Resource land = green
RR-5 = cream color
RR-2 = yellow



The remainder of this report will evaluate the extent to which the requested Minor Variance Application (V 16-02) and Partition Application (MP 16-01) meet the minimum approval criteria in Section 1504.3 of the Zoning Ordinance and the Subdivision and Partitioning Ordinance. If all the required Minor Variance criteria are met and other land division criteria are met, the Planning Staff will be able to recommend to the Board of Commissioners Approval of the applicant's Minor Partition (MP 16-01) to create three 4.76 acre parcels in this residential zone.

REVIEW CRITERIA:

Beginning with the Columbia County Zoning Ordinance:

Section 200 GENERAL PROVISIONS

221 One Principal Use Per Lot: Only one principal use may be placed on each legal lot or parcel.

222 One Septic System Per Lot: Only one residential subsurface sewage disposal system may be installed on each legal lot or parcel.

Finding 1: The proposed land partition will not result in more than one dwelling or principal use and septic system per parcel. Staff finds these criteria have been satisfied.

Continuing with Columbia County Zoning Ordinance

Section 600 RURAL RESIDENTIAL - 5 RR-5

Section 600 RURAL RESIDENTIAL - 5

601 Purpose: This district is designed for rural areas where parcels at the time of initial zoning designation are committed to non-resource uses consistent with County acknowledged exception areas. Uses in this zoning district are anticipated to be predominantly residential with a rural level of public services; i.e., domestic water from private wells, sewage disposal using on-site systems, adequate fire and emergency service by fire districts, and road access consistent with the County Transportation Plan and County Road Standards. Other uses shall be those customary to such areas, including farm and forest uses, churches, and home occupations of a rural character.

Finding 2: The County has acknowledged this area as an exception area, meant for residential development, in the initial Comprehensive Plan. The overall development in the vicinity of this proposed partition consists of single family residences on smaller acreage, less than 5 acres average (See page 5, above). Most of the residential lots are served by McNulty Water PUD water system, and all are served by on-site septic system sewage disposal. Both Lindsay Lane and Blaha Road are public right-of-ways. Although no site development is proposed or authorized with these two permits, all future development will be reviewed for consistency with the applicable land use and building permit provisions of the County's implementing ordinances. Staff finds that the proposals requested for MP 16-01 and V 16-02 are consistent with the purpose of the RR-5 Zone.

Continuing with CCZO Section 600 (RR-5)

602 Permitted Uses:

.1 Single family detached dwellings.

604 Standards:

.1 The minimum lot or parcel size for uses permitted under Section 602 and 603.4 shall be 5 acres.

Finding 3: The proposals requested for MP 16-01 and V 16-02 indicate that all three proposed parcels are intended for residential uses and development. Before the applicant can proceed with this Minor Partition, it is necessary for the Board of Commissioners to review and approve the requested Minor Variance to the minimum 5.0 acre parcel size to 4.76 acre parcels, according to the applicable provisions in Section 1504.3. Staff finds that the intended residential uses on the proposed parcels are permitted in the RR-5 zone. The three proposed parcel sizes will be evaluated for consistency with the Minor Variance provisions later in this report.

.2 Dwellings permitted in the RR-5 zone must meet all of the following standards:

A. Have access to a public or private domestic water source meeting state and county standards; and
B. Be approved for an individual subsurface sewage system or be served by a public or community sewer system; and
C. Be within and can be served by a rural fire district.

Finding 4: The subject requests, if approved, will partition a 14.29 acre property into three parcels of 4.76 acres each. The two proposed parcels south of the power lines will be served by McNulty Water; the proposed parcel north of the power line is proposed to be served by a private well. The well has not been installed; so adequate potable water supply is not yet proven for proposed parcel 1. All three parcels will need to be evaluated by the County Sanitarian to determine appropriate methods of sewage disposal for each future residence. Unless Land Development Services (LDS) receives documentation stating otherwise, a condition of approval should require the face of the final plat to state which parcels do not have proven methods of sewage disposal and which parcels do not have proven adequate potable water supply per the requirements of Section 710(L) of the Subdivision and Partitioning Ordinance (reviewed later in this Report). Further, a condition of approval should state that prior to issuance of building permits, the property owner shall demonstrate that water is available and submit proof of approved lot evaluation(s). All three parcels are within the Columbia River Fire & Rescue District (CRFR). CRFR reviewed the application and has no objection to its approval as submitted. CRFR did comment that "Future driveways will need to conform to the Access Roads and Driveway Standards." For further discussion on driveways and road standards see Finding 6 of CCZO Section 604.5 below. With the above conditions, staff finds the proposed partition complies with the requirements for newly created parcels in the RR-5 zone.

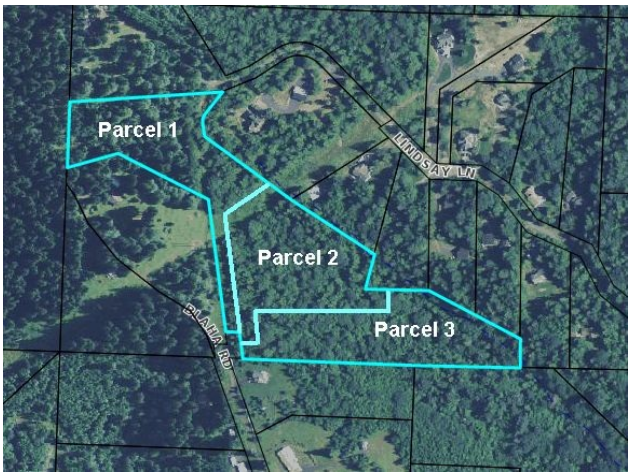
604 .3 The minimum average lot or parcel width shall be 100 feet.
.4 The minimum average lot or parcel depth shall be 100 feet.

Finding 5: According to the submitted preliminary plat and application materials for MP 16-01, the minimum average parcel width and depth for each parcel will be as follows (Please note- the applicant did not number the parcels; the number have been assigned by Planning Staff for delineation purposes.):

Parcel 1 (north of the power lines):
average width = 450 feet
average depth = 309 feet

Parcel 2 (south of the power lines):
average width = 335 feet
average depth = 563 feet

Parcel 3 (farthest south of the power lines):
average width = 151 feet
average depth = 1,069 feet



All of the above proposed dimensions exceed the 100' minimum lot width and depth required for newly created parcels in the RR-5 Zone. Staff finds that the lot or parcel dimensional criteria have been met.

<u>Continuing with CCZO Section 600 (RR-5</u>)

604 .5 Lots or parcels shall conform to the following requirements before a building permit may be issued for construction on the property;

A. All lots or parcels legally recorded on or after June 4, 1991 shall have a minimum of 50 feet of usable frontage on a public right-of-way. The entire public right-of-way adjacent to the property shall be improved in accordance with the requirements of the Columbia County Road Standards. In lieu of such improvements, the owner or developer of the lot or parcel may secure a surety bond, or place cash in escrow or trust, to insure that the improvements will be completed according to the procedure outlined in Section 801 of the Columbia County Subdivision and Partitioning Ordinance.

Finding 6: As demonstrated on the submitted preliminary plat and as documented in the Public Right of Way Dedication for Partition Plat No 2011-9, proposed Parcels 1,2 and 3 have 50 feet of usable frontage on Blaha Road. In addition, Parcel 1 has an easement to access Lindsay Lane through the neighboring parcel to the north. The County Transportation Planner has no objections to the proposed partition, but commented that:

"*Per the County Road Standards page 20, 3, "Existing Public Road Rights-of-way. Developers of partitions with frontage on existing public roads or county road rights-of-way may be required to make improvements to roads within such rights-of-way beyond the limits of the frontage*

proportionate to the maximum build of the area. Such improvements shall be made in accordance with the "Development of Existing Public Road" standards (Section V)."

Therefore as a condition of this partition, Blaha Road leading to the property to be partitioned will need to be constructed 20 feet wide (paved) to County Road Standards. These improvements will be coordinated through a Public Road Construction Permit, issued by the County Road Department.

A condition of approval should state that near the end Blaha Road where it narrows, will need to be constructed to County Road Standards with a paved surface of 20 feet wide. This improvement to Blaha Road will be coordinated through a Public Road Construction Permit and will need to be completed prior to Final Plat Approval unless a surety bond is secured. With the above condition, Staff finds that MP 16-01 satisfies the criterion of CCZO 604.5.

<u>Continuing with CCZO Section 600 (RR-5</u>)

604	.6	No residential structures shall be constructed closer than 30 feet to a property line. Where the property abuts resource zoning, the setback shall be increased to 50 feet.
	.7	Unless otherwise prohibited, the maximum building height for all non-farm, nonforest structures shall be 35 feet or 2-1/2 stories, whichever is less.
	.8	Unless otherwise prohibited, structures such as barns, silos, windmills, antennas, chimneys, or similar structures may exceed the height limitations to a maximum height of 50 feet.

Finding 7: No new site development is proposed or authorized with the submission of MP 16-01 and V 16-02. The County Planner visited the property on 10/6/15 and observed that there appears to be sufficient acreage on all three proposed parcels for future development to comply with the minimum setback requirements of the RR-5 zone. All future site development on the proposed properties will need to be reviewed with the applicable minimum property line setbacks and maximum height restrictions prior to future building permit issuance on any of the three proposed parcels. A condition of approval should state

that no separate development is authorized for the proposed parcels until the Final Partition Plat is surveyed and recorded with the County Surveyor and County Clerk. For the above reasons and with the above condition Staff finds that MP 16-01 and V16-02 complies with the criterion in CCZO 604.8.

Continuing with the provisions in Section 1504 of the Zoning Ordinance (Variances):

1504 **VARIANCES:** Except as provided in Section 1504.4 below, there are 2 classes of variances to the standards established in this ordinance. A Minor Variance is defined as a request for a variance of less than 25% from a dimensional requirement such as setbacks, height, lot or parcel coverage, lot or parcel width, or lot or parcel depth, or a request for a variance of less than 10% from a minimum lot or parcel size requirement. All other variances are defined as Major Variances. Use variances are not permitted under this ordinance except as permitted under Section 1505.1 "Temporary Permits: Use Not Allowed in District".

Major Variances from the lot or parcel size requirements of the Primary Agriculture (PA-801, Forest Agriculture (FA-80), Primary Forest (PF-80) and Rural Residential (RR-5) zones are not permitted under this ordinance.

.3 Minor Variances: The Director is authorized to grant variances of the setback, yard, height, lot or parcel coverage, lot or parcel size, width, or depth requirements of this ordinance in accordance with the following procedures and conditions:

A. Application shall be made on forms provided by the Director;

B. The filing fee for the variance shall be paid;

C. The Director shall mail notices to all adjoining property owners within 250 feet and to the members of the CPAC of the area. The people receiving written notice have 10 working days in which to send comments concerning the proposed variance or to request a hearing before the Planning Commission;

D. If the Director finds the proposed variance meets the criteria in Section 1504.1A and none of the notified parties request a hearing before the Planning Commission, the Director may approve the variance and shall send copies of the approval to anyone who responded to the notice. The Director may attach reasonable conditions to the approval of the variance. The Director shall send copies of the findings to all affected parties;

F. A variance so authorized shall become void after the expiration of 1 year if the next step in the development process has not been applied for.

Finding 8: The amount of variance from the 5 acre parcel size is 4.8% of the standard, i.e. 4.76 acres instead of 5 acres, therefore a minor variance. The applicant submitted the Minor Partition (MP 16-01) and Minor Variance (V 16-02) Permit Applications and necessary fees on 8/3/15 which were deemed complete on 8/17/15 by the Planning Director. Pursuant to CC 1504.3(C), on 8/19/15 Land Development Services mailed notices of both proposals to the adjoining property owners, St. Helens-Columbia City CPAC and

affected governmental agencies requesting their recommendations and suggestions concerning the two proposals within 10 calendar days. On August 31, 2015 LDS received a referral request to the Planning Commission for a public hearing. As a result, these applications will no longer be processed administratively and both items will be presented before the Planning Commission on November 2, 2015 per the provisions in Section 1603. At the public hearing the Staff, applicant and interested parties presented 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. Prior to a decision the applicant requested a continuance to the December meeting and again requested continuance to the January meeting. The January Planning Commission meeting was cancelled because of inclement weather. The Planning Commission heard this case on February 1, 2016 and approved the variance with a condition of approval that the final decision for V 16-02 shall be valid for one year within which the applicant shall satisfy the necessary conditions for MP 16-01 and file the Final Partition Plat with the County Surveyor and County Clerk.

Continuing CCZO Section 1504.1:

A. A variance shall be made only when all the following conditions and facts exist:

1. The granting of the variance will not be detrimental to the public safety, health, or welfare, or injurious to other property;

Finding 9: The granting of this proposed minor variance to the parcel size should not be injurious to nearby rural residential properties along Blaha Road and Lindsay Lane, nor should it be detrimental to the safety, health or welfare of the general public. As it stands, a majority of the properties along Blaha Road and Lindsay Lane are less than 5 acres (See the "Property Size" map on page 5). This proposed small deviation from the minimum parcel size is less than 10%; each proposed lot will be approximately 4.76 acres not particularly affecting the rural nature of the RR-5 zoned neighborhood.

The Referral letter speaks of property owners on Blaha Road who will be affected by the proposed partition as being concerned about the "County Road Extension". In particular they are concerned about the logistics of the road extension and how it would encroach on adjacent properties and changes that would be inflicted on surrounding vegetation and wildlife habitat. If variance V16-02 is approved it will result in one more homesite for this 5 acre zoned neighborhood of approximately 40 homesites. The road extension mentioned in the Referral letter was part of an earlier Partition Plat No 2011-09, which took place in 2011 (See page 5 of this report for the changes that occurred on the property in 2011). When Wilson did MP 11-04 he dedicated 5000 square feet of his property to the public for road purposes, so that lot 1900 would have adequate frontage on Blaha Road. This historical road extension was not objected to then and did not affect neighboring properties.

What might be of more concern to property owners on Blaha Road is the widening of Blaha Road to a 20 foot paved surface. For the variance, V16-02 the widening of the paved surface of Blaha Road to 20 feet will be required whether or not lot 1900, subject property, is divided into two lots or three lots (See Finding 6, page 9). The County requires that Blaha Road be widened to County Road Standards to improve public safety by making the road wide enough for emergency vehicles. In conclusion Staff finds that the granting of this minor variance will not be detrimental to the public safety, health or welfare or injurious to other property. V 16-02 complies with this criterion.

Continuing CCZO Section 1504.1(A):

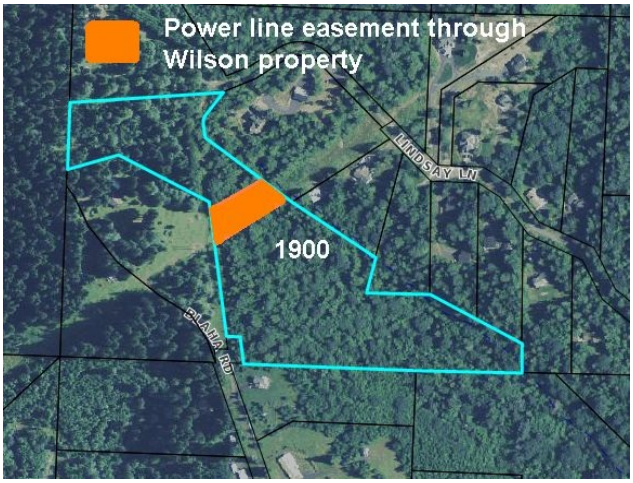
2. The conditions upon which the request for a variance is based are unique to the property for which the variance is sought and are not applicable generally to other property.

Finding 10: The variance application states that by allowing the undersized 4.76 acre lots, "it will more closely follow the County RR-5 zoning with an intention of the 5 acre density". The applicant contends that the three proposed parcels, which would be slightly less than 5 acres, would be more compatible with the County's intended 5 acre density than the two 7+ acre parcels that would be allowed without a variance. Staff agrees and adds that this property is unique because it is surrounded by other parcels that are undersized for the zone. In most zones, existing lots meet the standard of the zone. As shown on page 5, the majority of lots in the immediate vicinity are already less than 5 acres.

With regard to the historic development in the area, the summary section of this report described the development activity in this area from 1981 to present. Between 1981 and 1997 David Wilson created 12 lots - 11 of which were approximately 2 acres in size. In 1984 the subject area was zoned Rural Residential with a 5 acre minimum which could be reduced to 2 acres if there was a public or community water system available. This acreage flexibility was in place until 1998 when the RR-5 minimum lot size became strictly 5 acres. At the time of this change to the zoning code, the properties surrounding Blaha Road and Lindsay Lane were nearly all divided at zoning capacity and used for single family dwellings. Between 2000 and 2011 David Wilson created three more lots of five acres each. The subject proposal before the Board of Commissioners will divide the remainder of TL 1900 into three parcels of nearly five acres each. Although each parcel will be 4.8% smaller than the minimum lot size they will be consistent with the neighborhood as a majority of the properties are less than five acres including three of the five properties owned by parties objecting to V16-02. Staff finds that the historic development in the area which has resulted in parcels on three sides of the subject parcel which are less than 5 acres is unique. This last undivided parcel remaining in this RR-5 zoned Blaha-Lindsey Road area with a requested proposed lot sizes of 4.76 acres for each of the parcels is equal to and larger than many of the lots in the area, and therefore, is unique and meets the criteria of CCZO 1504.1(A)2.

The fact that an easement bisects the property, the applicant stated, "Bonneville transmission line easement divides at a point in the property where it makes the best use of the property to divide it into 3 lots." As seen on the proposed Partition Plat Map provided by the applicant one of the lots lies north of the power line easement and the other two lots are south of the easement. While the Bonneville easement is a condition that is unique to this particular property, it by itself is not a unique condition giving rise to a particular reason to justify the granting of three undersized parcels. However, staff finds that this criterion is met based on the

uniqueness of the location of the property, i.e., an area where the properties are zoned RR-5 yet the average lot size is less than 5 acres. Based upon both of these points, Staff finds that V16-02 meets the conditions of criterion 1504(A)(2).



<u>Continuing CCZO Section 1504.1(A)</u>:

3. Approval of the application will allow the property to be used only for purposes authorized by the Zoning Ordinance;

Finding 11: The approval of the requested Minor Variance and related Minor Partition will authorize the creation of three new parcels on the RR-5 subject property as depicted in the proposed Partition Plat. The recording of the Final Partition Plat will authorize each newly created parcel to be separately developed for RR-5 uses provided all necessary building and land use planning permits are obtained. For these reasons, staff finds this criterion will be met with conditions, prior to any building permit issuance on all three proposed parcels.

4. Strict compliance with the Zoning Ordinance would create an unnecessary hardship;

Finding 12: Strict compliance with the Zoning Ordinance would limit the partitioning of the 14.29 acre RR-5 zoned property into two parcels, instead of three. Obviously, the applicant would receive significantly less income from the sale of parcels for two parcels instead of three. Zoning Ordinance Section 604.5, Finding 6 page 8 reports that Blaha Road serving the proposed parcels will need to be constructed to a local public road standard if an additional parcel is created. The last 600 or more feet of Blaha Road is a one lane paved driveway, not built to public road standard. This section of the road serves 5 dwellings, two on each side and one with a long gravel driveway at the end of the road. These five parcels with dwellings were not required by the County to make road improvements at time of residential development. County ordinances allow residential building permits for <u>existing</u> parcels with out significant improvements to road frontage. The Wilson Trust proposed partition will create the additional parcels at the end of Blaha Road, requiring Blaha Road be built to a road standard instead of a driveway standard. The improvement of approximately 600 feet of public road at the end of Blaha Road is a considerable cost of off-site improvements that will benefit the other five parcels on end of Blaha Road. That financial burden is particularly great without the

addition of the third parcel. In light of the road improvements that will be required, the one additional parcel the less than 5% variance from the lot-size standard that the applicants requests, staff finds that strict compliance with the Zoning Code creates an unnecessary hardship. Strict compliance results in holding the applicant to a standard that few parcels in the surrounding area currently meet.

As stated in Findings 9 and 10, above, most of the properties in the Blaha Road and Lindsay Lane residential area are less than five acres including three of the five properties owned by persons objecting to this proposal. The property owned by the Wilson Trust is 0.71 acres short of meeting the 15 acres necessary to divide it into three lots of five acres each. Over the years David Wilson has dedicated this much to public roads (approximately 0.72 acres - see the brief history in the Summary section on page 3). The proposal of three parcels is consistent with the characteristics of the surrounding rural residential neighborhood. Because of the reasons stated above Staff finds that the subject proposal complies with the criterion in Section 1504.1(A)4.

5. The granting of the variance will not adversely affect the realization of the Comprehensive Plan nor violate any other provision of the Zoning Ordinance.

Finding 13: This request for a minor variance from the 5.0 acre minimum size does not adversely affect the realization of the Comprehensive Plan nor violate the intent of the RR-5 zone listed in Section 601 of the zoning ordinance. Staff finds that approving the proposed variance will compliment the existing character and levels of development of this rural residential unincorporated area, be consistent with the existing rural facilities and services in the area, and will not require any facility and/or service improvements at the expense of the public. Nevertheless, a condition of approval for the minor partition should state that all future site development will be reviewed by the County Planner for consistency with the applicable goals and Policies of the Comprehensive Plan that are implemented through the County's Zoning Ordinance. For these reasons, Staff finds this criterion will be satisfied with conditions of future building permit issuance on the subject site.

Continuing with the Columbia County Subdivision and Partitioning Ordinance (CCSPO):

ARTICLE II ADMINISTRATION & GENERAL PROVISIONS

Section 204 Conflict with Public and Private Provisions.

A. Public Provisions. The regulations are not intended to interfere with or annul any other provision. of law. Where any provision of these regulations imposes restrictions different from those imposed by any other provision of these regulations or any other ordinance, rule, regulation or other provision of law, whichever provision are more restrictive or impose higher standards shall control.

Finding 14: When provisions of this ordinance conflict, the more restrictive ordinance will control.

Continuing with the Columbia County Subdivision and Partitioning Ordinance:

ARTICLE VII MINOR LAND PARTITIONING

Section 704 **Review of Minor Partitions**

A. Upon Receipt of the application for minor partition by the Planning Department, the Director shall determine whether or not the proposed minor partition meets the standards of this ordinance. If a variance from the standards of this ordinance is necessary, the provision as stated in Section 210 of this ordinance shall be followed. The Planning Director shall submit the application for minor partition to the Planning Commission for its review and approval, remand or denial.

B. If the application for minor partition is found to meet the specifications of this ordinance, the Planning Director shall review and approve the proposal, provided that he or she finds the application to be in conformance with the Comprehensive Plan, Zoning Ordinance and any other pertinent ordinances.

Finding 15: The applicant has submitted all pertinent information necessary to process this Minor Partition request. As stated in Finding 8, MP 16-02 and V 16-01 were referred to the Planning Commission for a public hearing and final decision. That decision was appealed to the Board of Commissioners.

Continuing with the Columbia County Subdivision and Partitioning Ordinance:

Section 709 **Submission of Final Plat**.

A. Not more than one year following approval of the tentative map, the partitioner shall prepare a final plat in conformance with the tentative map as approved and submit it along with a copy of the approved tentative map to the county surveyor and Planning Department.

B. If the final plat is not submitted within one year of the approval of the tentative map, the tentative map must be resubmitted for approval in accordance with these regulations or their successors.

Finding 16: A condition of approval should state that the applicant will be required to record the Final Partition Plat within one year of approval of the tentative map, or he will have to resubmit the Minor Partition and Minor Variance applications, including review fees, which will be re-examined under standards current at the time.

Continuing with the Columbia County Subdivision and Partitioning Ordinance:

Section 710 **Information On Final Plat** (applicable paragraphs)

C. The survey and plat of the partition shall be made by a registered professional land surveyor. Unless the Planning Director provides otherwise, created parcels that are 20 acres or greater, but less than 40 acres, need to be surveyed or monumented if zoned

Primary Forest, Forest Agriculture or Primary Agriculture. Similarly zoned parcels that are 40 acres or greater need not be surveyed or monumented.

[...]

F. The locations, dimensions and purpose of all recorded and proposed public and private easements shall be shown on the partition plat along with the county clerk's recording reference if the easement has been recorded.

G. The area of each lot or parcel shall be shown on the partition plat.

[...]

L. Unless there is proof of adequate water supply and sewage disposal for each lot pursuant to Section 913 of this ordinance, the final plat shall indicate those lots for which an adequate supply of water or sewage disposal has not been proven.

Finding 17: For consistency with other governmental units, the Planning Director has acknowledged that the paragraph in Section 710(C) is out-dated and conflicts with other provisions of county ordinances and ORS Chapter 92.055. The subject property is zoned RR-5 and not in a resource zone, therefore paragraph (C) is not applicable. For this reason, the County will require a survey and monument for all three parcels since they are all smaller than 10 acres to ensure consistency with the provisions in ORS Chapter 92.055. To meet the criteria of Section 710 Staff recommends that the new parcels be surveyed for the final plat and the following conditions of approval:

(1) the Final Plat shall be required to label the number and acreage of each proposed parcel;

(2) the location, dimensions, and purpose of all recorded and proposed public and private easements shall be shown on the Final Plat; and

(3) the Final Plat shall indicate the lots for which adequate water supply or sewage disposal has not been proven.

With these conditions, Staff finds the criteria in Section 710 C, F, G, and L) of the Subdivision and Partitioning Ordinance can be met.

ARTICLE X SUBDIVISION AND PARTITION REQUIREMENTS

Section 1001 Minimum Standards

The requirements and standards set forth in this ordinance are the minimum ones to which a subdivision plat shall conform before approval by the Commission. These requirements are also the minimum ones to which partitions must conform when the standard is applicable.

Finding 18: The minimum standards of this ordinance will be adhered to with the development of this partition. Conditions that are made as part of the tentative approval of this partition must be satisfied prior to

the Planning Director signing, approval of the final plat authorizing the division of the subject property.

Section 1003 Lots

The minimum area, width, depth, and frontage of lots and the minimum building setback line from streets shall conform to the requirements of the County Zoning Ordinance, where applicable, and all other applicable regulations. However, in no case shall a lot be approved which is less than 7,000 feet in area, has a width less than 70 feet, a depth of less than 80 feet, a frontage of less than 30 feet. No building setback line from a street of less than 20 feet shall be accepted. A minimum of 50 feet of usable frontage shall be provided for access to each lot created.

Finding 19: With the approval of V 16-02, each parcel created by this partition (MP 16-01) meets the minimum required size and dimension as well as road frontage standards outlined in Section 604 of the Columbia County's Zoning Ordinance (See Findings 1-7). The subject property is vacant with no existing structures. As stated elsewhere in this report, all future development will need to be reviewed for consistency with the applicable land use and building permit provisions. Staff finds that this criterion is met subject to conditions that have already been covered in the respective sections of this report.

Continuing with the Columbia County Subdivision and Partitioning Ordinance:

Section 1005 Streets

A. General Requirements. Except for private streets within Planned Unit Developments approved pursuant to Section 1200 of the Columbia County Zoning Ordinance, no subdivision or partition shall be approved unless the development has at least 50 feet of frontage on an existing public street and otherwise complies with County Road Standards and Specifications in effect at the time of Development or with a more restrictive provision on an applicable Urban Growth Area Management Agreement. [Amended 4-9-97]

Finding 20: As discussed previously for Finding 6 all three parcels have 50 feet of usable frontage on Blaha Road. Staff finds that the criteria in Section 1005(A) has been satisfied.

Section 1013 Utilities

B. Sewerage Facilities. The method of sewage disposal for each lot within a subdivision or partition shall be in accordance with the requirements and standards for sewage disposal administered by and under the jurisdiction of the following agencies and political subdivisions when applicable: The Oregon State Department of Environmental Quality, the County, other state or federal agencies which have regulations applicable to septic tank/drainfields, community collection and treatment facilities or other methods of sewage disposal. The subdivider shall be responsible for providing the necessary information required to determine the adequacy of the method of sewage disposal proposed. All

methods of sewage disposal shall also meet any additional requirements of the Commission, the Board, or the Sanitarian, whichever is more restrictive. The method of sewage disposal must be approved for every buildable lot prior to final plat approval.

Finding 21: The property's existing and proposed sewage disposal systems have already been addressed in Findings 4 and 17. The Sanitarian has not reviewed the proposed lots for septic approval, however given other septic approvals in the area and the soils on the property, staff is not concerned that an septic approval is reasonable. As a condition of approval the final plat shall indicate which parcels have not been proven for sewerage disposal. Staff finds that the criterion has been met with conditions.

D. Requirements for Rural Areas.

(1) Water Facilities. If a subdivision or partition proposes to take water from individual wells, the developer must show there is adequate potential for water at the site. This may be done by drilling test wells or by documentation from well drilling logs for the area of the subdivision.

If the subdivision will be served by a community water system, the developer must show there is adequate supply for all dwellings served by the system. Water lines serving the subdivision or partition shall be installed to provide adequate water pressure to serve present and future consumer demand. Materials, sizes, and locations of water mains, valves and hydrants shall be in accordance with the standards of the Fire District, the County, the State and the American Public Works Association.

Finding 22: Requirements related to potable water facilities for the RR-5 zoned property have already been covered for Findings 4 and 17. Columbia River Fire & Rescue has reviewed the application and has no objection to its approval as submitted. CRFR did comment that future driveways will need to conform to the Access Roads and Driveway Standards, which will be covered at the time of building permit issuance for the individual lots of MP 16-01 if approved. Staff finds that the criteria in Section 1013.D(1) have been met and covered for Findings 4 and 17, with conditions.

(2) Utilities. Underground utilities are not required but are encouraged where the cost of installing underground and above ground utilities are approximately equal. Utilities shall be installed pursuant to the requirements of the utility company. Electric power transmission lines (over 50,000 volts or primary feeder lines), and transformer vaults are exempted from these requirements.

Finding 23: Both proposed parcels can be served by existing public utilities located along Blaha Road and Lindsay Lane. The underground future extension of utilities are encouraged for future site development. Staff finds this criterion has been met.

Columbia County Stormwater and Erosion Control Ordinance:

III. STANDARDS SPECIFIC TO ACTIVITIES

D. Partitions

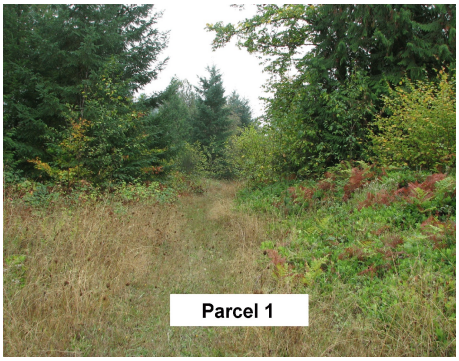
1. *Erosion Control*
   Erosion control measures and an erosion control plan are not required for partitions.

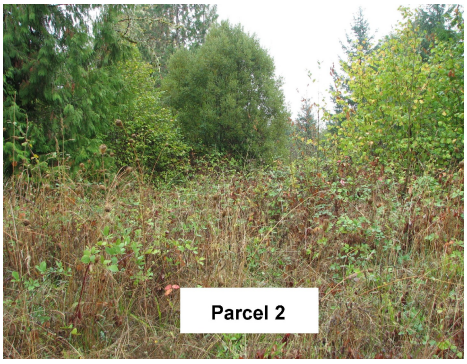
2. *Long Term Water Quality Protection*
   a. A Conceptual Stormwater Plan is required for single family and duplex parcels. A Preliminary Stormwater Plan is required for partitions of multi-family, commercial, and industrial parcels.

Finding 24: The Soil Survey of Columbia County shows the site's soils consist of Cornelius Silt Loam (Type 14C with slopes between 8 and 14% and Type 14D with slopes between 15 - 30%). All three proposed parcels have suitable home sites consisting of 14C soil type with gentle slopes. The existing vegetation is a mix of evergreen and deciduous trees, grass and underbrush.

This application is for a minor partition only. There will be no changes in the way that storm water will be treated due to MP 16-01, as there is no development proposed at this time. The storm water runoff for the proposed parcels can be accommodated via infiltration into the ground and dispersal into the site's natural drainageways. Any future site development of any of the parcels will require site specific soil evaluations and applicable technical reports. These reports will be able to identify acceptable ways of containing increased stormwater runoff from adversely impacting adjacent properties and any nearby watercourses.

Since no site development is proposed with MP 16-01, no stormwater facilities are needed for the partitioning. Staff finds that this criteria will be satisfied prior to any future building permits on the partitioned parcels.





COMMENTS:

Columbia River Fire & Rescue: Has reviewed the proposals and have no objections to their approval as submitted, but provided the following comment: "Future driveways will need to conform to the Access Roads and Driveway Standard."

County Sanitarian: Has no objections to the approval of both proposals as requested, but provided the following comment: "Site Evaluation approval would be required prior to any development."

County Roadmaster: Has no objections to the approval of both proposals as submitted and provided the following comments:

> "*Per the County Road Standards page 20, 3, "Existing Public Road Rights-of-way. Developers of partitions with frontage on existing public roads or county road rights-of-way may be required to make improvements to roads within such rights-of-way beyond the limits of the frontage proportionate to the maximum build of the area. Such improvements shall be made in accordance with the "Development of Existing Public Road" standards (Section V)."*
>
> Therefore as a condition of this partition, Blaha Road leading to the property to be partitioned will need to be constructed 20 feet wide (paved) to County Road Standards. These improvements will be coordinated through a Public Road Construction Permit, issued by the County Road Department."

County Surveyor: Reviewed the enclosed application and has no objections to its approval as submitted.

McNulty Water: Reviewed the enclosed application and has no objections to its approval as submitted.

CPAC: No comments have been received as of the date of this report.

County Assessor: No comments have been received.

Other comments Received:

Received from Chelsea Strautman Neil on February 1 meeting: Reference materials from Barbooks: IV. Typical Variance Criteria; C. Practical Difficulties or Unnecessary Hardship i.e. submitting numerous case law pertaining to the subject.

Letter from Miller Nash/ Graham & Dunn Attorneys, dated February 1, 2016, responses to comments made by opposition to MP 16-01 and V 16-02.

Several e-mails, first from Ansley Semsch to Glen Higgins requesting to postpone the January 4, 2016 Planning Commission hearing date to February 1, 2016. Series of e-mails concerning this request including Norm Anderson, Chelsea Neil and Todd Dugdale.

Received from Chelsea Neil on November 22, 2015 meeting: Court of Appeals Cases Lovell v. City of Independence and Case Kelly v. Clackamas County.

Letter from Jim & Kathy Syrstad on Oct. 29, 2015 - no objection to the approval of this request with road

maintenance agreement.

Letter of referral dated August 31, 2015 siting several concerns and abjections to the application being approved, signed by neighboring property owners Anderson, Hammergren, Hanousek, Ryan Neil, and Sensch.

No other comments have been received as of the date of this staff report, March 9, 2016.

Staff Response to Issues Raised by Appellants:

The main issues raised are:

1. That there are no circumstances that are unique to the property; and,
2. That there is no hardship because the applicant can divide the property in compliance with the Zoning Ordinance.
3. The appellants have argued that the application as submitted is insufficient and does not advocate how each criterion is met.

Addressing issue (#3) that the application is insufficient and somehow incomplete, an explanation of staff's review process might be helpful. First, planning staff reviews the application for completeness; that is, whether the forms are properly filled out and applicable criteria addressed. Once the application is deemed complete, staff then conducts a thorough review of the application based on materials submitted and staff's own research. That research typically includes visiting the site, reviewing land use and development history, and obtaining additional information from other agencies and affected parties. That is why staff sends notice to affected agencies and surrounding property owners. Staff then frequently follows up with the applicant on any issues that come to light through this information-gathering process. Based on all the information gathered, staff makes its own findings on the applicable criteria.

The appellant cited numerous LUBA and appellate court cases that deal with Variances in other jurisdictions. In its letter dated February 1, 2016, the applicant responds to the appellants' arguments regarding *Lovell v. Planning Commission of Independence,* 37 Or App 3 (1978), and *Kelly v. Clackamas County,* 158 Or App 159 (1999). Staff agrees with the applicant's position is that *Lovell* is not applicable to the here because the findings in the staff report are clearly related to the subject parcel and not to the County in general. The applicant further states that *Kelly* supports the applicant's position because it recognizes that every zoning code is unique and that governing bodies should be given deference in the interpretation of their codes.

Staff recognizes that there is large body of case law dealing with variances and that many of the cases underscore the difficulty in establishing "unnecessary hardship" or "unique circumstances". However, LUBA and the courts repeatedly emphasize that each local jurisdiction's code is unique and that local governments are afforded great deference in the interpretation of their codes. *See Siporen v. City o f Medford*, 349 Or 247, 259 (2010) (the Court applies a highly deferential standard of review with a governing body interprets its own zoning ordinance and will uphold an interpretation if it is "plausible"). Staff understands that the appellants disagree with its findings, but staff believes that its findings are based on a plausible interpretation of the County's zoning code.

STAFF CONCLUSIONS & RECOMMENDATION:

A. Based on the facts, findings and comments herein, the Planning Director and the Planning Commission recommends **APPROVAL** of **V 16-02** for a minor variance to the 5 acre minimum lot size to allow the

partitioning of three parcels of 4.76 acres each, subject to the following conditions:

CONDITIONS OF APPROVAL:

1. The V 16-02 Conditions shall remain valid for one (1) year from the date of the final decision. This variance approval shall become void unless all conditions and restrictions established herein are satisfied within the one-year validity period.

B. Based on the evaluations and subsequent findings in this staff report, the Planning Director and the Planning Commission concurrently recommend **APPROVAL of the related MP 16-01** of the approximate 14.29 acres to be divided into three approximate 4.76 acre parcels located along the ridge between Blaha Road and Lindsay Lane in the RR-5 Zone subject to the following conditions:

2. This Preliminary Land Partition shall remain valid for one (1) year from the date of the final decision. The approved preliminary plat shall become void unless a surveyed final plat is prepared and submitted to Land Development Services within the one-year validity period. This Final Plat shall conform to 1) the approved preliminary plat as submitted in accordance with the conditions described herein, and 2) the form and content requirements of the Columbia County Subdivision and Partitioning Ordinance and Oregon Revised Statutes. One extension of time of up to six months may be granted by the Planning Director if requested in writing with the appropriate fee before the expiration date.

3. The subject property and all new and/or altered property lines shall be surveyed and filed with the County Surveyor and the Final Plat shall be recorded with the County Clerk.

4. In addition to all County and State requirements, the following shall be included on the Final Plat:

    a. The area of and number of each parcel.

    b. The location, dimensions and purpose of all recorded and proposed public and private easements.

    c. The lots for which adequate water supply or sewage disposal have not yet been proven shall be labeled as such. Prior to issuance of future building permits the property owner(s) will be required to demonstrate that water is available and submit proof of approved septic lot evaluations.

5. Prior to Final Plat approval Blaha Road shall be constructed to County Road Standards with a paved finish of 20 feet wide, in compliance with the Columbia County Road Standards. This improvement shall be coordinated through a Public Road Construction Permit.

6. No separate development is authorized for the proposed parcels until the Final Partition Plat is surveyed and recorded with the County Surveyor and County Clerk.

7. All future uses and development on the three Parcels shall comply with the applicable provisions of the Rural Residential (RR-5) Zone and the Comprehensive Plan.

ATTACHMENT B

Attachments:
V 16-02 & MP 16-01 Applications and Preliminary Plat
Address Map
Comments Received

cc: David Wilson Trust
Will Rasmussen, Miller Nash Graham & Dunn Attorneys
rlssurvey@msn.com
Norm & Janet Anderson
Merlene & Stephen Hammergren
Joseph & Kimberly Hanousek
John & Chelsea Neil
Shaun & Ansley Semsch

PERMIT AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is by and between **SOUTH COLUMBIA COUNTY CHAMBER OF COMMERCE**, hereinafter referred to as "Permittee", and **COLUMBIA COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as "County".

In consideration of the permission given by County for Permittee to use the Annex Meeting Room in the County Courthouse, in St. Helens, Oregon, on March 31, 2016, from 3:00 p.m. to 5:00 p.m., for the purpose of exhibiting art as part of Art Walk 2016 (the "event" or "events"), Permittee agrees to release, defend, indemnify and hold harmless the County, its officers, agents and employees, successors and assigns from all claims, suits, actions, liability, damage, loss, cost or expense, including but not limited to attorneys fees, that the County, its officers, agents and employees, successors and assigns may sustain or incur on account of: (1) any damage to or destruction of any property that the County may own or in which it may have an interest; (2) any damage to or destruction of any property belonging to any other person, firm or corporation; and (3) injury to or death of any person or persons; as a result of any errors or omissions or other negligent, reckless or intentionally wrongful acts of Permittee, its officers, agents and employees, members and/or invited guests arising in any manner out of Permittee's use of such facilities.

In addition, Permittee agrees to provide a certificate of insurance in an amount of not less than $2,000,000 per occurrence to protect County, its officers, agents, and employees. Permittee shall provide County a certificate or certificates of insurance in the amounts described above which names Columbia County, its officers, agents and employees as additional insureds at least 30 days in advance of the event. Such certificate or certificates shall be accompanied by an additional insured endorsement containing the same language. Permittee shall notify County immediately upon notification to Permittee that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way.

Permittee agrees to maintain adequate trash and recycling containers. Permittee further agrees to remove all equipment, personal property, trash or other debris from County property at the conclusion of the event at its own expense.

PERMITTEE: South Columbia County Chamber of Commerce
2194 Columbia Blvd., St. Helens, OR 97051
503-397-0685

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
(Signature of Authorized Representative)

By: _____
Anthony Hyde, Chair

Name: _____
(Printed Name of Authorized Rep.)

Date: _____, 2016

Date: _____, 2016

INTERGOVERNMENTAL AGREEMENT

Agreement No. 165-170009-16

This Agreement is between the State of Oregon acting by and through its Secretary of State Elections Division ("Agency") and Columbia County ("Local Government"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

SECTION 2: PURPOSE

The purpose of this Intergovernmental Agreement is for the Agency and the County to produce a joint Voters' Pamphlet for the May 17, 2016 Primary Election.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on the date of the last signature, and terminates on May 17, 2016, unless terminated earlier in accordance with Section 16.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency's Authorized Representative is:

Brent Kibby
255 Capitol St NE, Ste 180, Salem, OR 97310
Fax: 503-378-4991
Ph: 503-986-0514
brent.a.kibby@state.or.us

4.2 Local Government's Authorized Representative is:

Betty Huser, County Clerk
Courthouse, 230 Strand St, St. Helens, OR 97051-2089
Fax: 503-397-7266
Ph: 503-397-7214
betty.huser@co.columbia.or.us

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Agency shall:

- Assume all responsibility for the content of the state portion of the Voters' Pamphlet.
- Include in the state portion of the Voters' Pamphlet the following information:
    - Requirements for a citizen to qualify as an elector;
    - When an elector is required to register or update a registration;
    - How an elector may obtain an absentee ballot (including addresses/phone numbers for all county elections offices);
    - Information for disabled electors;
    - Voting Instructions.
- Obtain binding and delivery services of the joint voters' pamphlet.
- Have delivered to each post-office mailing address in the county including distribution to colleges and universities in the county,
- Provide the County with 200 combined state and county voters' pamphlets.
- Determine the quantity of county inserts necessary and notify the County no later than Friday, March 18, 2016.

5.2 Local Government shall:

- Assume all responsibility for the content of the Local Government portion of the Voters' Pamphlet.
- Print their portion of the voters' pamphlet according to the specifications listed below.
- The County will print their portion of the voters' pamphlet according to the following specifications:
    - <u>Printed Signature</u>: Print as press folded signature on 28-pound, 32-inch, recycled white newsprint. Press signature should have a minimum 3/8 inch hi-folio lap and a 3/16 inch head trim allowance. Press signatures should not be trimmed. Signatures must be printed on long cut-off press with approximate press finished size of 7-7/8 inches wide X 11-3/8 inches high plus high folio lap.
    - <u>Page Increments</u>: 4 page increments with a minimum of 8 pages. Shingling should be considered for the larger page counts.

- Copy Image Area: Image area of copy can be no greater than 6-5/8 inches wide by 10-1/8 inches high, centered on the page.
- Color Bar: Each page must have a 50 percent screen color bar, printed in black or colored ink, which begins at the outside edge of the copy image area and bleeds off the page head, foot and face. The bleed image must extend beyond the finished trim size by a minimum of 1/4 inch. Bleeds not meeting this specification may not reach the trimmed edge when bound.
- Final Trim Size: When this signature is stitched into the center of the state voters' pamphlet, its final trim size will be 7-1/2 inches wide by 10-3/4 inches high.
- Quantities: Print quantities determined necessary by Agency for delivery to each post-office mailing address in the county, plus a sufficient percentage of over's to allow for non-mail copies and bindery and mailing spoilage.
- Delivery: Printed signatures must be produced in time for delivery to Signature Graphics at 15040 NE Mason St, Portland, Oregon 97230 no later than Friday, April 1, 2016. A specific delivery date and time must be scheduled with Kim Forbis of Signature Graphics at 503-345-1522.

- The County will include in the county portion of the Voters' Pamphlet the following information:
  - A listing of the hours and locations of drops sites; and
  - Any maps required or deemed necessary by the County (such as maps of county, city or district boundary changes).
- The County must have a front cover for the county portion of the Voters' Pamphlet and the cover shall have printed on it the following disclaimer:

ATTENTION

This is the beginning of your county voters' pamphlet. The county portion of this joint voters' pamphlet is inserted in the center of the state portion. Each page of the county voters' pamphlet is clearly marked with a color bar on the outside edge. All information contained in the county portion of this pamphlet has been assembled and printed by your (County Clerk, County Elections Official).

- The County must have a unique page numbering system (different from the standard page numbering used in the state portion) for the county portion of the Voters' Pamphlet. A suggestion would be to precede your page number with your county name (i.e. Columbia-1).

SECTION 6: COMPENSATION AND PAYMENT TERMS

Agency shall invoice Local Government all amounts due for the Local Government's portion of the combined Voter's Pamphlet.

Local Government shall pay Agency for its portion of the combined Voters' Pamphlet upon approval of Agency's invoice.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

7.1 Local Government is a county duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;

7.2 The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;

7.3 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;

7.4 Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and

7.5 Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: OWNERSHIP OF WORK PRODUCT

9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:

9.1.1 "**Local Government Intellectual Property**" means any intellectual property owned by Local Government and developed independently from the work under this Agreement.

9.1.2 "**Third Party Intellectual Property**" means any intellectual property owned by parties other than Local Government or Agency.

9.1.3 "**Work Product**" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Local Government is required to deliver to Agency under this Agreement, and all intellectual property rights therein.

9.2 All Work Product created by Local Government under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Local Government agree that any Work Product that is an original work of authorship created by Local Government under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by Local Government under this Agreement is not "work made for hire," Local Government hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Local Government under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Local Government shall execute such further documents and instruments necessary to fully vest such rights in Agency. Local Government forever waives any and all rights relating to Work Product created by Local Government under this Agreement, including without

limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by Local Government under this Agreement is a derivative work based on Local Government Intellectual Property, or is a compilation that includes Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Local Government Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

If the Work Product created by Local Government under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

9.3 If Work Product is Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Local Government Intellectual Property, and to authorize others to do the same on Agency's behalf.

9.4 If Work Product is Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.

9.5 If state or federal law requires that Agency or Local Government grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Local Government shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: CONTRIBUTION

10.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified

Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.

10.2 With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

10.3 With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Local Government's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 11: LOCAL GOVERNMENT DEFAULT

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

11.1 Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;

11.2 Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the

expenditure of funds or the performance by Local Government is untrue in any material respect when made;

11.3 Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

11.4 A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 12: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 13: REMEDIES

13.1 In the event Local Government is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

13.2 In the event Agency is in default under Section 12 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 13.2, Local Government shall promptly pay any excess to Agency.

SECTION 14: INTENTIONALLY BLANK

SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL , OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 16: TERMINATION

16.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

16.2 Agency may terminate this Agreement as follows:

16.2.1 Upon 30 days advance written notice to Local Government;

16.2.2 Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

16.2.3 Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for

such performance from the planned funding source;

16.2.4 Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or

16.2.5 As otherwise expressly provided in this Agreement.

16.3 Local Government may terminate this Agreement as follows:

16.3.1 Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;

16.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned funding source;

16.3.3 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

16.3.4 As otherwise expressly provided in this Agreement.

16.4 Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

SECTION 17: INSURANCE

Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 18: INTENTIONALLY BLANK

SECTION 19: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 20: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 21: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 22: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 23: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 24: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 25: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 26: INTENDED BENEFICIARIES

Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 27: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCESSORS IN INTEREST

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: SUBCONTRACTS

Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in Local Government's performance of its obligations under this Agreement.

SECTION 31: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 32: RECORDS MAINTENANCE AND ACCESS

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 33: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 34: ADDITIONAL REQUIREMENTS

Local Government shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

SECTION 35: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached, Exhibit B (Insurance), Exhibit C (Additional Requirements), and Attachment A (County Voters' Pamphlet Insert Pricing).

SECTION 36: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Secretary of State, Elections Division

_____ _____

Name, Title Date

Columbia County

_____ _____

Name, Title Date

Approved for Legal Sufficiency in accordance with ORS 291.047

_____ _____

Name, Title Date

EXHIBIT B

INSURANCE

[No required insurance]

EXHIBIT C

ADDITIONAL REQUIREMENTS

[No additional requirements]

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: Columbia County

The Applicant agrees to comply with applicable provisions of Categories 01 – 23. _____

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

Category	Description	
01.	Required Certifications and Assurances for Each Applicant.	X
02.	Lobbying.	X
03.	Procurement and Procurement Systems.	X
04.	Private Sector Protections.	X
05.	Rolling Stock Reviews and Bus Testing.	X
06.	Demand Responsive Service.	X
07.	Intelligent Transportation Systems.	X
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	X
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	X
10.	Alcohol and Controlled Substances Testing.	X
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	—
12.	State of Good Repair Program.	X
13.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	X
14.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	—
15.	Seniors and Individuals with Disabilities Programs.	X
16.	Rural Areas and Appalachian Development Programs.	X
17.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	—
18.	State Safety Oversight Grant Program.	X
19.	Public Transportation Emergency Relief Program.	X
20.	Expedited Project Delivery Pilot Program.	—
21.	Infrastructure Finance Programs.	—
22.	Paul S. Sarbanes Transit in Parks Program.	—
23.	Hiring Preferences	X

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2016 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: Columbia County

Name and Relationship of the Authorized Representative: CC Rider Transportation

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2016, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during federal fiscal year 2016.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature_____ Date: _____

Name_____
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature_____ Date: _____

Name_____
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.