



BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, June 17, 2015
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, June 10, 2015 Board meeting;
- Minutes, June 10, 2015 Staff meeting;
- Minutes, June 10, 2015 Budget Hearing (St. Helens)
- Minutes, June 11, 2015 Budget Hearing (Vernonia)

VISITOR COMMENTS - 5 MINUTE LIMIT

PUBLIC HEARING:

None

CONSENT AGENDA:

- (A) Ratify the Select to Pay for week of 6/15/15.
- (B) Approve Personnel Actions for Cost of Living Increases.
- (C) Resolution No. 31-2015, "In the Matter of Reimbursing the Mist-Birkenfeld Rural Fire Protection District Pursuant to ORS 275.275(2)".
- (D) Resolution No. 32-2015, "In the Matter of Reimbursing the Vernonia Rural Fire Protection District Pursuant to ORS 275.275(2)".
- (E) Order No. 33-2015, "In the Matter of the Distribution of Proceeds Under ORS 275.275".
- (F) Order No. 34-2015, "In the Matter of the Distribution of Forest Trust Land Revenues".

AGREEMENTS/CONTRACTS/AMENDMENTS:

- (G) Agreement #30546 with ODOT Public Transit for Operating Costs.
- (H) Permit and Hold Harmless Agreement with the St. Helens Community Foundation for Use of the Courthouse Plaza for 4th of July Celebrations and authorize chair to sign.

- (I) Public Road Event Permit for the Rainier Road Race on June 21, 2015 and authorize Chair to sign.
- (J) Indemnity Agreement with the Oregon Bicycle Racing Association for the 2015 Rainier Road Race and authorize Chair to sign.
- (K) Addendum #2 to Hazard Mitigation Grant Program Contract DR-1733-OR with the Oregon Emergency Management Department for Management Costs and authorize Jennifer Cuellar to sign.

DISCUSSION ITEMS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER HYDE 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**

In the Matter of Reimbursing the Mist-Birkenfeld Rural)
Fire Protection District Pursuant to ORS 275.275(2))
) **ORDER NO 31-2015**
[2015 Distribution — Mist Gas Field Revenues])

WHEREAS, on December 29, 1994, the Board of County Commissioners adopted Order No. 338-94 which, among other things, authorized the Mist-Birkenfeld Rural Fire Protection District (RFPD) to apply for reimbursement for a portion of their operational costs due to the impaction on the District by natural gas exploration, development, transportation and storage in the Mist gas fields; and

WHEREAS, this reimbursement is made to the RFPD under Order No. 338-94 out of the proceeds received from the Mist gas field and pursuant to ORS 275.275(2); and

WHEREAS, on May 21, 2015, the RFPD submitted a list of budgeted expenditures for the 2014-2015 fiscal year, along with the corresponding percentage which are a result of impaction in the amount of \$213,015 certified to be for the costs described above; and

WHEREAS, the Board has reviewed and approved these costs, and the Columbia County Treasurer has verified said costs; and

WHEREAS, the Request for Reimbursement and Certification, the Board's approval and the Treasurer's verification referred to above are attached hereto as Exhibits A, B and C, respectively, and are incorporated herein by this reference; and

WHEREAS, the amount of funds available for reimbursement for impaction at this time is \$33,983.64 and, by prior agreement, RFPD is entitled to sixty-six percent (66%) of those funds; and

WHEREAS, this matter is now before the Board of County Commissioners for approval of reimbursement in the amount of \$22,429.20, which is the allowable amount of reimbursement for the above-mentioned costs approved pursuant to Order No. 338-94 and Order No. 33-2015;

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NOW, THEREFORE, IT IS HEREBY ORDERED that the RFPD shall be reimbursed in the amount of \$22,429.20 as a portion of their operational costs due to impaction on the district by natural gas exploration, development, transportation and storage in the Mist gas fields, as described in the attached Exhibit A.

DATED this _____ day of June, 2015.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____

Henry Heimuller, Chair

By: _____

Anthony Hyde, Commissioner

By: _____

Earl Fisher, Commissioner

Approved as to form

By: _____

Office of County Counsel

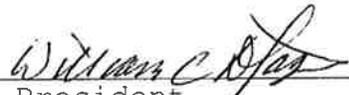
MIST-BIRKENFELD RURAL FIRE PROTECTION DISTRICT
12525 Highway 202 Mist, OR 97016
(503) 755-2710 or (503) 755-0510

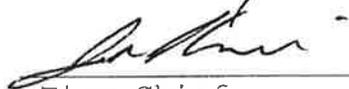
CERTIFICATE

On behalf of the Mist-Birkenfeld Rural Fire Protection District, we certify that the following request represents accurately the costs incurred by this district in providing services deemed to reimbursable under ORS 275.275(2)(b):

Dated this 21st day of May, 2015.

Mist-Birkenfeld Rural
Fire Protection District

By: 
President

By: 
Fire Chief

**REQUEST FOR REIMBURSEMENT
FOR COSTS DUE TO IMPACTION**

Mist-Birkenfeld Rural Protection District requests reimbursement of \$213,015 for impaction costs as detailed below.

The following is a listing of budgeted expenditures for the 2014-2015 fiscal year and the corresponding percentage which is a result of 'IMPACTION':

2014-15 Budgeted Amounts:	Total:	30% (Impaction)
Personal services:	\$277,651	\$83,295
Material & Services:	\$155,050	\$46,515
Capital Outlay:	\$71,500	\$21,450
Contingencies:*	\$205,849	\$61,755
Totals:	\$710,050	\$213,015

Amount Requested: \$213,015

NOTE: Unappropriated funds are not included in the amounts listed above. Reserve funds are not included in the amounts listed above.

If total requests for reimbursement exceed the total amount available for disbursement from the "impaction fund", we request that the formula approved and applied in November of 1994 be used to determine the disbursement amounts. Enclosed is a cost of operation statement and a certification of cost signed by our Board President.

Sincerely,

Joe Kaczenski
Fire Chief

Columbia County



Board of Commissioners

230 Strand Street, Rm 331, St. Helens, Oregon 97051-2096
*Ph: 503-397-4322 *Fax 503-397-7243

Commissioner Henry Heimuller
Commissioner Anthony Hyde
Commissioner Earl Fisher
Jan Greenhalgh, Board Office Administrator

henry.heimuller@co.columbia.or.us
tony.hyde@co.columbia.or.us
earl.fisher@co.columbia.or.us
jan.greenhalgh@co.columbia.or.us

MEMORANDUM

TO: Jennifer Cuellar, Treasurer
FROM: Board of County Commissioners
DATE: May 26, 2015
RE: Review and Determination Regarding Mist-Birkenfeld Rural Fire Protection District's May 21, 2015, Request for Reimbursement, Certificate and Cost Bill

The Board of County Commissioners has reviewed the May 21, 2015 request for reimbursement, certificate and cost bill submitted by the Mist-Birkenfeld Rural Fire Protection District for a portion of their operational costs incurred due to the impaction on the District of natural gas exploration, development, transportation and storage in the Mist gas field. The Board has determined that the documentation is adequate and that the operational costs incurred meet the requirements for which the Board originally approved reimbursement under ORS 275.275(2) in Order No. 338-94.

The Board hereby requests that you verify the cost bill sought for reimbursement, as required by ORS 275.275(5), and sign and return the attached verification document to the Office of County Counsel.

Thank you,

Received By
Columbia County
Board of Commissioners

Chairman _____
Commissioner _____
Commissioner _____
Date: _____



COLUMBIA COUNTY

Jennifer Cuellar-Smith, Director

Department of Finance and Taxation

230 Strand Street
jennifer.cuellar@co.columbia.or.us

St. Helens, Oregon 97051

Phone: (503) 397-7252
Fax: (503) 397-7251

CERTIFICATE

Pursuant to ORS 275.275(2)(b), I have reviewed the May 21, 2015, request for reimbursement, certificate and cost bill submitted by the Mist-Birkenfeld Rural Fire Protection District and verify that, to the best of my knowledge, they are for a portion of the operational costs incurred due to the impaction on the district of natural gas exploration, development, transportation and storage in the Mist gas fields. The Board of County Commissioners has determined these costs to be reimbursable under ORS 275.275(2)(b) and Order No. 33 – 2015.

Dated this 4th day of June, 2015.

Columbia County Treasurer

By: _____

Jennifer Cuellar-Smith

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

In the Matter of Reimbursing the Vernonia)
Rural Fire Protection District Pursuant to)
ORS 275.275(2))
)
[2015 Distribution — Mist Gas Field Revenues])

ORDER NO 32-2015

WHEREAS, on December 29, 1994, the Board of County Commissioners adopted Order No. 338-94 which, among other things, authorized the Vernonia Rural Fire Protection District ("Vernonia RFPD") to apply for reimbursement for a portion of their operational costs due to the impact on the District by natural gas exploration, development, transportation and storage in the Mist gas fields; and

WHEREAS, this reimbursement is made to the Vernonia RFPD under Order No. 338-94 out of the proceeds received from the Mist gas field and pursuant to ORS 275.275(2); and

WHEREAS, on May 14, 2015, the Vernonia RFPD submitted a list of budgeted expenditures for the 2013- 2014 fiscal year, along with the corresponding percentage which are a result of impact in the amount of \$39,316.80 certified to be for the costs described above; and

WHEREAS, the Board has reviewed and approved these costs, and the Columbia County Treasurer has verified said costs; and

WHEREAS, the Request for Reimbursement and Certification, the Board's approval and the Treasurer's verification referred to above are attached hereto as Exhibits A, B and C, respectively, and are incorporated herein by this reference; and

WHEREAS, the amount available for reimbursement for impactation at this time is \$33,983.64 and, by prior agreement, Vernonia RFPD is entitled to thirty-four percent (34%) of those funds; and

WHEREAS, this matter is now before the Board of County Commissioners for approval of reimbursement in the amount of \$11,554.44, which is the allowable amount of reimbursement for the above-mentioned costs approved pursuant to Order No. 338-94 and Order No. 33 -2015;

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NOW, THEREFORE, IT IS HEREBY ORDERED that the Vernonia RFPD shall be reimbursed in the amount of \$11,554.44 as a portion of their operational costs due to impaction on the district by natural gas exploration, development, transportation and storage in the Mist gas fields, as described in the attached Exhibit A.

DATED this _____ day of June, 2015.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____

Henry Heimuller, Chair

By: _____

Anthony Hyde, Commissioner

By: _____

Earl Fisher, Commissioner

Approved as to form

By: _____

Office of County Counsel

Vernonia Rural Fire Protection District



555 East Bridge St.
Vernonia, OR 97064

Office:
(503) 429-8252

Fax:
(503) 429-2900

Dean Smith
Fire Chief

Karin Goodman
Office Manager

*"TO BETTER SERVE
OUR COMMUNITY
THROUGH
PREPARATION
AWARENESS
AND
PERSERVERANCE"*

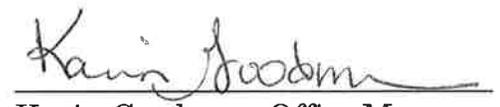
CERTIFICATE

On behalf of the Vernonia Rural Fire Protection District, we certify that the attached "Exhibit A" is a listing of budgeted expenditures for the 2014-2015 fiscal year along with the corresponding percentage, which is a result of "Impaction" on the district. This "Impaction" is due to the natural gas exploration, development, transportation and storage in the Mist gas fields. It has been determined that a portion of these operation costs are reimbursable under ORS 275.275 (2) (b).

Dated this 14th day of May 2015

VERNONIA RURAL FIRE
PROTECTION DISTRICT


Earl Dean Smith, Fire Chief


Karin Goodman, Office Manager

Please visit our
website at:
www.vernoniafire.us



Vernonia Rural Fire Protection District

555 East Bridge St.
Vernonia, OR 97064

Office:
(503) 429-8252

Fax:
(503) 429-2900

Dean Smith
Fire Chief

Karin Goodman
Office Manager

*"TO BETTER SERVE
OUR COMMUNITY
THROUGH
PREPARATION
AWARENESS
AND
PERSERVERANCE"*

Please visit our
website at:
www.vernoniafire.us

COST OF OPERATION

The following is a listing of budgeted expenditures for the 2014-2015 fiscal year and the corresponding percentage, which is a result of "Impaction".

<u>2014-2015 Budget</u>	<u>Total Budget</u>	<u>15% Impaction</u>
Personal Services	\$ 130,804	\$ 19,620.60
Materials and Services	\$ 120,996	\$ 18,149.40
Capitol Outlay	\$ 12,650	\$ 1,897.50
	-----	-----
Sub Total	\$ 264,450	\$ 39,667.50

Total amount requested for reimbursement \$ 39,667.50

Note: Unappropriated, Debt Service and Reserve funds are not included in the amounts above.

If the total requests for reimbursement exceed the total amount available for disbursement from the "impact fund", we request that the formula approved and applied in November of 1994 be used to determine the disbursement amounts. Enclosed is a cost of operation statement and a certification of cost signed by our staff.

Columbia County



Board of Commissioners

230 Strand Street, Rm 331, St. Helens, Oregon 97051-2096
*Ph: 503-397-4322 *Fax 503-397-7243

Commissioner Henry Heimuller
Commissioner Anthony Hyde
Commissioner Earl Fisher
Jan Greenhalgh, Board Office Administrator

henry.heimuller@co.columbia.or.us
tony.hyde@co.columbia.or.us
earl.fisher@co.columbia.or.us
jan.greenhalgh@co.columbia.or.us

MEMORANDUM

TO: Jennifer Cuellar, Treasurer

FROM: Board of County Commissioners

DATE: May 27, 2015

RE: Review and Determination Regarding Vernonia Rural Fire Protection District's May 14, 2015, Request for Reimbursement, Certificate and Cost Bill

The Board of County Commissioners has reviewed the May 14, 2015 request for reimbursement, certificate and cost bill submitted by the Vernonia Rural Fire Protection District for a portion of their operational costs incurred due to the impact on the District of natural gas exploration, development, transportation and storage in the Mist gas field. The Board has determined that the documentation is adequate and that the operational costs incurred meet the requirements for which the Board originally approved reimbursement under ORS 275.275(2) in Order No. 338-94.

The Board hereby requests that you verify the cost bill sought for reimbursement, as required by ORS 275.275(5), and sign and return the attached verification document to the Office of County Counsel.

Thank you,



COLUMBIA COUNTY

Jennifer Cuellar-Smith, Director

Department of Finance and Taxation

230 Strand Street
jennifer.cuellar@co.columbia.or.us

St. Helens, Oregon 97051

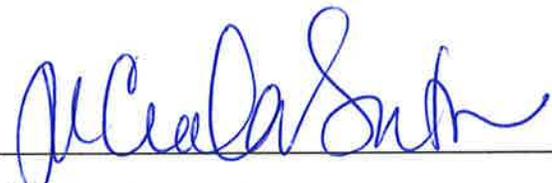
Phone: (503) 397-7252
Fax: (503) 397-7251

CERTIFICATE

Pursuant to ORS 275.275(2)(b), I have reviewed the May 14, 2015, request for reimbursement, certificate and cost bill submitted by the Vernonia Rural Fire Protection District and verify that, to the best of my knowledge, they are for a portion of the operational costs incurred due to the impaction on the district of natural gas exploration, development, transportation and storage in the Mist gas fields. The Board of County Commissioners has determined these costs to be reimbursable under ORS 275.275(2)(b) and Order No. 33 – 2015.

Dated this 4th day of June, 2015.

Columbia County Treasurer

By: 
Jennifer Cuellar-Smith

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

In the Matter of the Distribution of)
Proceeds Under ORS 275.275)
)
[2015 Distribution: Gas & Land Sales]) **ORDER NO. 33- 2015**

WHEREAS, ORS 275.275(2), (3) and (4) and ORS 311.390 govern the distribution of proceeds arising under ORS 275.294, including oil and gas rents and royalties; and

WHEREAS, ORS 275.275(1), (3) and (4) and ORS 311.390 govern the distribution of proceeds arising under ORS 275.090 to 275.290 and 275.296 to 275.310, including proceeds from the sale of county lands; and

WHEREAS, an error was made in the distribution of proceeds in FY14 resulting in an overpayment to taxing districts in the total amount of \$43,118; and

WHEREAS, each taxing district was notified of the error and the amount that their FY15 distribution would be adjusted by to correct for this excess distribution; and

WHEREAS, a schedule showing how the FY 15 proceeds should be distributed, as provided by ORS 275.275 and 311.390, and as provided by the Board of County Commissioners for approved funding requests under ORS 275.275(2)(c), and showing an adjusted amount for the FY14 overpayment for each taxing district, is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the FY14 schedule of costs and expenses in that year's Exhibit C included a penalty in error by \$20,000 and that amount is deducted from the reimbursements due the County as listed in Section III of Exhibit A of this year's distribution; and

WHEREAS, ORS 275.275(2)(c) provides that an amount not to exceed 10 percent of the proceeds of oil and gas rents and royalties can be used to reimburse a taxing district within the County for costs and expenses necessarily incurred by the district in providing improved, additional or extraordinary services required on lands in the County as a result of activities authorized under ORS 275.294 (the "impact fee"); and

WHEREAS, the Mist-Birkenfeld Rural Fire Protection District and the Vernonia Rural Fire Protection District have submitted impact statements showing the additional or extraordinary services required due to the proximity of the Mist Gas Field; and

WHEREAS, by prior agreement, the Mist-Birkenfeld RFPD is entitled to sixty-six percent (66%) of the impact fee and the Vernonia RFPD is entitled to thirty-four percent (34%) of the impact fee; and

WHEREAS, ORS 275.275(2)(d) provides that proceeds from oil and gas rents and royalties may be used to reimburse Columbia County for its actual costs and expenses arising under ORS 275.294 and for 1) the maintenance and supervision of a lease or conveyance granting rights to explore, prospect for, mine or remove valuable minerals, oil or gas from the lands, 2) the maintenance and supervision of a lease or conveyance granting rights to conduct underground storage, as defined in ORS 520.005, and 3) litigation resulting from any such lease or conveyance described above; and

WHEREAS, a schedule setting forth the costs and expenses authorized to be reimbursed to the County under ORS 272.275(2)(d) is attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, pursuant to ORS 275.275(1)(a)(B), proceeds from the sale of County lands shall be applied to the Columbia County general fund to reimburse the County in an amount equal to the penalty and fee described in ORS 312.120 for each property upon which the county has foreclosed a lien for delinquent taxes; and

WHEREAS, pursuant to ORS 275.275(1)(a)(c), the Columbia County general fund is also entitled to reimbursement from the proceeds of the sale of county lands of the costs and expenses incurred in the maintenance and supervision of county-owned properties and in any action to quiet title; and

WHEREAS, a schedule setting forth the penalty and fee, and costs and expenses incurred by Columbia County referred to above is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the amounts due the County for penalties and fees and the supervision and maintenance of properties pursuant to ORS 275.275(1)(a)(B) & (C) in the 2012, 2013 and 2014 distributions exceeded the amount of proceeds received under ORS 275.090 to 275.290, leaving a balance due Columbia County of \$168,879.41, which is to be carried over from year-to-year until paid;

NOW, THEREFORE, IT IS HEREBY ORDERED, as follows:

- 1. The schedules attached hereto as Exhibits A, B, and C are hereby approved.**
- 2. The Treasurer is authorized to immediately distribute those amounts set forth in Exhibit A, Section V, "Distribution to Taxing Districts", to the taxing districts shown therein.**
- 3. The Treasurer is authorized to immediately distribute those amounts set forth in Exhibit A, Section I, "Gas Rents/Royalties" to the Mist-Birkenfeld and Vernonia Rural Fire Protection Districts for impact costs pursuant to ORS 275.275(2)(c).**

The Treasurer is authorized to immediately distribute the amount set forth in Exhibit A, Section II "Gas/Mineral Expenses Reimbursable to County" to Columbia County.

- 4. The amounts due the County under ORS 275.275(1)(a)(B) & (C) which exceed the revenues received under ORS 275.090 -275.290, as reflected in Exhibit A, Section III, shall be carried over to subsequent years until fully reimbursed to the County.**

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DATED this _____ day of June, 2015.

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

By: _____

Henry Heimuller, Chair

By: _____

Anthony Hyde, Commissioner

By: _____

Earl Fisher, Commissioner

Approved as to form

By: _____

Office of County Counsel

V. DISTRIBUTION TO TAXING DISTRICTS	2014-15	% AGE	FY15 AMOUNT	Adjustment	Adjusted
	TAX RATE		TO BE	for FY14	FY15
			DISTRIBUTED	Overpaymt	Distributn
FIRE PATROL	0.00677722	0.6777%	\$ 2,049.43	\$ (307.29)	\$ 1,742.13
COLUMBIA SWCD	0.00651674	0.6517%	\$ 1,970.66	\$ (297.16)	\$ 1,673.50
GTR ST HELENS PK & REC	0.00565815	0.5658%	\$ 1,711.02	\$ (256.45)	\$ 1,454.57
MIST-BIRKENFELD JT RFPD	0.00498423	0.4984%	\$ 1,507.23	\$ (231.44)	\$ 1,275.79
PORT OF ST HELENS	0.00496137	0.4961%	\$ 1,500.31	\$ (226.31)	\$ 1,274.00
SCAPPOOSE DRAINAGE	0.00501771	0.5018%	\$ 1,517.35	\$ (214.58)	\$ 1,302.77
CITY COLUMBIA CITY	0.00477547	0.4775%	\$ 1,444.10	\$ (210.62)	\$ 1,233.48
REDCO	0.00436021	0.4360%	\$ 1,318.52	\$ (198.10)	\$ 1,120.43
SCAPPOOSE LIBRARY	0.0040074	0.4007%	\$ 1,211.83	\$ (180.89)	\$ 1,030.95
FIRE PATROL SURCHARGE	0.00384353	0.3844%	\$ 1,162.28	\$ (176.30)	\$ 985.98
COLUMBIA 4H & EXTENSION	0.00372899	0.3729%	\$ 1,127.64	\$ (170.14)	\$ 957.51
CLATSKANIE PARK & REC	0.00291361	0.2914%	\$ 881.07	\$ (136.67)	\$ 744.40
VERNONIA RFPD	0.00310325	0.3103%	\$ 938.42	\$ (133.67)	\$ 804.75
CLATSKANIE LIBRARY	0.00240012	0.2400%	\$ 725.79	\$ (112.55)	\$ 613.24
RAINIER CEMETERY	0.00097947	0.0979%	\$ 296.19	\$ (45.37)	\$ 250.82
BEAVER DRAINAGE	0.00070653	0.0707%	\$ 213.65	\$ (32.72)	\$ 180.93
MIDLAND DRAINAGE	0.00044545	0.0445%	\$ 134.70	\$ (20.42)	\$ 114.28
RAINIER DRAINAGE	0.00031681	0.0317%	\$ 95.80	\$ (14.02)	\$ 81.78
PRESCOTT CITY	0.00019697	0.0197%	\$ 59.56	\$ (9.05)	\$ 50.52
CLATSKANIE DRAINAGE	0.00014293	0.0143%	\$ 43.22	\$ (8.86)	\$ 34.36
SAUVIE ISLAND RFPD # 30	0.00018821	0.0188%	\$ 56.91	\$ (8.45)	\$ 48.47
DEER ISLAND DRAINAGE	0.00026873	0.0269%	\$ 81.26	\$ (8.28)	\$ 72.98
SAUVIES ISL DRAINAGE	0.0001878	0.0188%	\$ 56.79	\$ (8.05)	\$ 48.74
MAGRUDER DRAINAGE	0.00016455	0.0165%	\$ 49.76	\$ (7.62)	\$ 42.14
MARSHLAND DRAINAGE	0.00018711	0.0187%	\$ 56.58	\$ (7.21)	\$ 49.37
WESTLAND DRAINAGE	0.00016411	0.0164%	\$ 49.63	\$ (6.76)	\$ 42.87
MS PARK COMMUNITY	0.00011439	0.0114%	\$ 34.59	\$ (5.36)	\$ 29.23
WOODSON DRAINAGE	0.0000825	0.0083%	\$ 24.95	\$ (3.82)	\$ 21.13
COLUMBIA DRAINAGE	0.00007563	0.0076%	\$ 22.87	\$ (3.50)	\$ 19.37
CLATSOP DIKING	0.00005416	0.0054%	\$ 16.38	\$ (2.51)	\$ 13.87
MEADOW VIEW LIGHTING DIST	0.00000189	0.0002%	\$ 0.57	\$ (0.57)	\$ 0.00
JOHN DRAINAGE	0.0000358	0.0036%	\$ 10.83	\$ (1.66)	\$ 9.17
JOHN IMP SURCHARGE	0.00003242	0.0032%	\$ 9.80	\$ (1.50)	\$ 8.30
WEST RAINIER DRAINAGE	0	0.0000%	\$ 0.00	\$ -	\$ -
WEST MULTNOMAH SWCD	0.00000988	0.0010%	\$ 2.99	\$ (0.45)	\$ 2.54

EXHIBIT B

MIST GAS FIELD: ADMINISTRATIVE EXPENSES INCURRED – FY 2014 - 2015

I. COUNTY STAFF TIME

STAFF	HOURS	HOURLY RATE	TOTAL
Cynthia Zemaitis, Natural Resources Administrator	54.33	38.80	2,108.00
Sarah Hanson, County Counsel	5.75	94.92	545.79
Shelley Blickenstaff, Accountant	0.75	43.06	32.30
Jennifer Cuellar, Finance Director	9.5	80.79	767.51
	STAFF TIME		3,453.59

II. MINERAL FUND EXPENSES **0.00**

TOTAL EXPENSES \$ 3,453.59

VERIFICATION

Pursuant to ORS 275.275(5), I have reviewed the above administrative expenses incurred by Columbia County for which reimbursement is sought from proceeds arising under ORS 275.294, and hereby verify that, to the best of my knowledge, they represent actual costs incurred in the administration of the Mist gas field and natural gas exploration, development, production and storage in the Mist gas fields. The Board of County Commissioners has determined these costs to be reimbursable under ORS 275.275(2)(d) and for which distribution has been authorized under Order No. 33 - 2015.

Dated this 8th day of June, 2015.

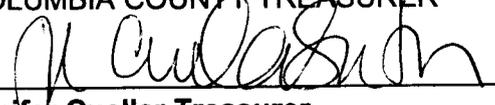
COLUMBIA COUNTY TREASURER
By: 
Jennifer Cuellar, Treasurer

Exhibit C

Land Sales: Expenses Incurred by Columbia County – FY2014 - 2015

Reimbursable Under ORS 275.275(1)

1) ORS 275.275(1)(a)(B) - PENALTY AND FEE UNDER ORS 312.120

a) BY GENERAL JUDGMENT OCTOBER 2014 [Taxes & interest under the General Judgment, plus five percent (5%) penalty, plus \$50 fee for properties redeemed prior to the one-year redemption notice being sent, or, for properties not redeemed prior to the one-year notice, the fee incurred for the title search plus the costs incurred by the County related to securing title searches.]

1. Taxes and interest due under the General Judgment;
2. Plus five percent (5%) penalty.
3. For properties redeemed before 1 year redemption notice sent, \$50 for costs incurred by County.
4. For properties not redeemed before 1 year redemption notice sent, the actual cost of the title search plus \$50 for costs incurred by County in obtaining title search.

PROPERTY OWNER	TAX MAP ID NO.	TAX ACCT NO.	TAXES & INTEREST UNDER GEN'L JUDGMENT	5% PENALTY	COSTS OF TITLE SEARCH	AMOUNT REIMBURS-ABLE
BAHL JAMES L & FREIDA M	5N1W21-CB-00600	14115	7,489.17	374.46	325.00	699.46
BAILEY JAMES R & CINDY L	3N2W12-CB-00403	3791	11,600.57	580.03	50.00	630.03
BANKSTON ROSS L I & ROSS L II & H	7N5W11-00-00300	27523	2,706.43	135.32	325.00	460.32
COMPOSITIES UNIVERSAL GROUP	3N1W06-B0-01200A1	434472	49,833.82	2,491.69	325.00	2,816.69
CURTIS CRYSTAL ELAINE	6N5W06-BC-05200	25283	3,500.31	175.02	325.00	500.02
DAVIS RANDALL K	3N2W15-C0-00702	5907	894.97	44.75	50.00	94.75
DRIESEL JEAN D LIVING TRUST	7N2W16-DD-01800	18377	48.65	2.43	325.00	327.43
FERGUSON C DALE & STACY J	4N4W05-DA-04400	23421	5,667.28	283.36	325.00	608.36
FERGUSON C DALE & STACY J	4N4W05-DA-04701	23425	101.55	5.08	325.00	330.08
GOBLE QUARRY INC	6N2W11-00-01501	19308	278.87	13.94	325.00	338.94
GOBLE QUARRY INC	6N2W11-00-01502	19309	1,407.31	70.37	325.00	395.37
GOBLE QUARRY INC	6N2W11-AA-00400	19314	240.93	12.05	325.00	337.05
GOBLE QUARRY INC	6N2W11-AA-00500	19315	293.21	14.66	325.00	339.66
GOBLE QUARRY INC	6N2W12-00-00900	19330	2,811.32	140.57	325.00	465.57
HERITAGE FARM HOMEOWNER'S ASS	3N2W12-AD-03100	3429	39.34	1.97	50.00	51.97
HILL ROCKY & JEANNE	5N4W34-00-00900	24681	1,865.66	93.28	325.00	418.28
KOPPERMAN DIANE	4N4W04-BD-08200	22976	5,090.95	254.55	325.00	579.55
MARTIN ANN MONTAGUE	7N2W36-BC-00800	18672	4,499.77	224.99	325.00	549.99
MCDONALD BEVERLY J & JOHNSON	6N3W11-00-01500	18800	6,911.79	345.59	325.00	670.59
OHM EQUITY PARTNERS LLC	4N1W19-AA-02300	8665	3,115.33	155.77	325.00	480.77
PACIFIC CASCADE RESOURCES INC	4N2W34-A0-01101	8267	3,214.03	160.70	325.00	485.70
PACIFIC CASCADE RESOURCES INC	4N2W34-A0-01201	8269	754.64	37.73	325.00	362.73
PACIFIC CASCADE RESOURCES INC	6N2W11-AA-00700	19317	1,214.44	60.72	325.00	385.72
PRINGLE JOHN	4N4W04-BC-00190	22810	44.98	2.25	325.00	327.25
RAAPPANA ELMER A & SAUIMA M	7N5W04-00-00700	27355	8,146.18	407.31	325.00	732.31
RAAPPANA HEIRS OF	7N5W04-00-00800	27356	6,014.59	300.73	325.00	625.73
REYNOLDS GLEN A & DONNA L	4N4W08-D0-00500	24097	6,866.93	343.35	325.00	668.35
TARBELL CHARLES E JR	7N2W16-CA-04300	22086	11,177.94	558.90	325.00	883.90
TILANDER RUSS & HARRIET	3N2W13-AD-04505	432018	565.08	28.25	325.00	353.25
VANICEK HARRY	5N5W33-00-00300	24775	1,677.00	83.85	325.00	408.85
YARBOR MARILYN S	5N1W28-DB-00500	29138	39.60	1.98	325.00	326.98
Totals			148,112.64	7,405.63	9,250.00	16,655.63

=properties redeemed before 1-year redemption notice

b) BY DEED OCTOBER 2014 (2012 foreclosure) [Taxes and interest due under General Judgment, plus five percent (5%) Penalty plus actual cost of Title Search (\$400 each), plus \$50 to cover County's costs in obtaining title search]

Alice Warner	4N1W04-AA-06300	9953	7,540.92	377.05	450.00	827.05
Allen T Grieser	4N4W03-BC-10600	22496	42.33	2.12	450.00	452.12
Corrine Sanders	7N3W16-B0-01500	20793	4,124.27	206.21	450.00	656.21
David Lee Gonzales	4N4W05-DA-05800	23434	4,734.43	236.72	450.00	686.72
Dutch Canyon Estates Homeowners Ass	3N2W12-CD-00200	433486	101.66	5.08	450.00	455.08
Dutch Canyon Estates Homeowners Ass	3N2W13-CD-00400	433488	953.36	47.67	450.00	497.67
Holly Farm LLC	5N2W36-C0-00300	17589	8,095.35	404.77	450.00	854.77
Micharel Summers	6N3W27-00-01300	21882	372.86	18.64	450.00	468.64
Richard L & Jeanne M Leamy	4N1W19-AD-00400	8699	8,624.07	431.20	450.00	881.20
Robert E Webster	4N2W25-C0-01002	8049	32.51	1.63	450.00	451.63
Robert E Webster	4N1W04-BC-05500	10355	40.42	2.02	450.00	452.02
Robert E Webster	4N2W12-A0-01700	15373	133.96	6.70	450.00	456.70
Robert Webster	4N1W07-AC-00707	16785	35.16	1.76	450.00	451.76
Robin Fouche	7N4W08-DA-01600	26043	1,547.78	77.39	450.00	527.39
Ronald I & Betty Ann Steinke Trust	4N1W05-CA-00517	12035	37.07	1.85	450.00	451.85
Totals			36416.15	1,820.81	6,750.00	8,570.81

2) ORS 275.275(1)(a)(C) – MAINTENANCE AND SUPERVISION OF PROPERTIES

a) SUPERVISION OF PROPERTIES BY STAFF

	HOURS	HOURLY RATE	TOTAL
Cynthia Zemaitis	268.25	38.80	10,408.10
Sarah Hanson	76.25	94.92	7,237.65
Jennifer Cuellar	5.00	80.79	403.95
MaryAnn Guess	12.25	51.06	625.49
Jeff Smith	5.00	43.24	216.20
Robin McIntyre	5.75	70.66	406.30
	<u>372.50</u>		

Staff Time 19,297.68

b) EXPENSES INCURRED IN MAINTENANCE OF PROPERTIES

9/23/2014 Ramos Yard Maintenance	General Maint on County Owned properties Aug 2014	500.00
9/23/2014 Ramos Yard Maintenance	General Maint on County Owned properties July 2014	500.00
10/29/2014 Ramos Yard Maintenance	General Maintenance County Owned Properties Sept 2014	500.00
12/23/2014 Ramos Yard Maintenance	General Maintenance County Owned Properties Nov 2014	500.00
12/23/2014 Ramos Yard Maintenance	General Maintenance County Owned Properties Oct 2014	500.00
2/9/2015 Dahlgren's Do It Best Builder's S	Supplies for clean up of County owned properties Acct 50331	106.43
3/3/2015 Ramos Yard Maintenance	Yard maintenance of various county-owned properties Dec 2014	500.00
Maintenance Costs		3,106.43

c) EXPENSES INCURRED -- OTHER

10/8/2014 Recording fees for Land Sale - Linda Hooper	County Clerk	56.00
10/30/2014 Filing Fees - thad Gallway RE Prop Tax #27219	County Clerk	56.00
12/23/2014 COUNTMED - Country Media, In Ad 100879 Auction/Real Property Cust 19843 11/5 - 11/26		1,632.00
12/23/2014 DAILYNEW - The Daily News Ad 521760 CC Sheriff in the Matt Exp of Land Sales 11/28		871.50
12/23/2014 RAINISIG - Rainier Sign Company Corex Signs on wooden stakes Auction Dec 4th Columbia Co		168.00
12/23/2014 ZEMAICYN - Cynthia Zemaitis Reimb Mileage related to Property Mgmt Auction CC Land 61		38.64
1/5/2015 Recording/handle fee - Mark/Susan Hadley	County Clerk	56.00
2/26/2015 Filing fee per C Zemaitis Batch 35 Cash Receipts Batch 11,026.00-2.00-2,015.00		56.00
2/28/2015 Clatskanie Chief Inv December Auction - to charge correct acct		408.00
3/3/2015 SCHAFSHE - Sherry L Schaffer Refund - withdrawn offer to purchase County surplus real pr		67.00
4/16/2015 Direct deposit- Nelson & Gallien	County Clerk	117.00
Other Costs		3,526.14

TOTAL REIMBURSABLE TO COLUMBIA COUNTY from Land Sales Revenues 51,156.69

VERIFICATION

Pursuant to ORS 275.275(5), I have reviewed the above administrative expenses incurred by Columbia County for which reimbursement is sought from proceeds arising under ORS 275.090 to 275.290 and 275.296 to 275.310, and hereby verify that, to the best of my knowledge, they represent actual costs incurred in the maintenance and supervision of County lands. The Board of County Commissioners has determined these costs to be reimbursable under ORS 275.275(1)(a)(C) and for which distribution will be authorized in Order No. 33 - 2015.

Dated this 8th day of June, 2015

COLUMBIA COUNTY TREASURER

By: _____

Jennifer Cuellar, Treasurer

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Distribution of)
Forest Trust Land Revenues)
[2015 Distribution])
_____)

ORDER NO. 34- 2015

WHEREAS, ORS 530.115 governs the disposition of certain revenue from lands acquired under ORS 530.010 to 530.040; including forest trust land revenues; and

WHEREAS, ORS 530.115(1)(a) provides that the County general fund shall first be reimbursed for all costs and expenses incurred by the County in the maintenance and supervision of forest trust lands, provided that the proceeds so applied shall not be less than ten (10) percent of the total proceeds received; and

WHEREAS, pursuant to ORS 530.115(1) forest trust land revenue shall be credited to the county in which the lands are situated and applied pursuant to ORS 530.115(1)(a) to 530.115(1)(c); and

WHEREAS, the County has been credited with forest trust land revenue as shown on Exhibit A, which is attached hereto and incorporated herein by this reference; and

WHEREAS, after costs and expenses are reimbursed to the County, 25% of the remainder shall be credited and paid to the County School Fund and the remainder shall be prorated and apportioned to the taxing districts in which the lands are situated; and

WHEREAS, Resolution and Order No. 35 - 2005 dated June 29, 2005, and effective retroactive to July 1, 2004, governs how costs and expenses incurred in the maintenance and supervision of forest trust lands shall be determined; and

WHEREAS, the total forest trust land revenues received between July 1, 2014, and May 27, 2015, plus interest; the costs and expenses incurred in the maintenance and supervision of such forest trust lands during that time period; the monies due the County School Fund pursuant to ORS 530.115(1)(b); and, the monies to be reimbursed to the affected taxing districts pursuant to ORS 530.115(1)(c) are summarized on the attached Exhibit A;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The schedule of forest trust revenues, costs, expenses, and distributions attached hereto as Exhibit A is approved.

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2. Upon execution of this Order, the Treasurer is authorized to distribute those amounts set forth in Exhibit A, Section I, Forest Trust Lands Receipts, to Columbia County's General Fund and to the County School District/Education Service District for the County School Fund, and is further authorized to distribute those amounts set forth in Section II, Schedule of Distributions, to the taxing districts as shown therein.

DATED this ___ day of June, 2015.

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

By: _____
Office of County Counsel

By: _____
Henry Heimuller, Chair

By: _____
Anthony Hyde, Commissioner

By: _____
Earl Fisher, Commissioner

EXHIBIT A

FOREST TRUST LANDS – PROCEEDS AND DISTRIBUTIONS

(UNDER ORS 530.115[1])

I. FOREST TRUST LANDS RECEIPTS (July 1, 2014 through June 30, 2015)

Qtr Payment Dept Forestry 7/30/14	3,446.27
Qtr Payment Dept Forestry 10/30/14	3,281.95
Qtr Payment Dept Forestry 1/30/15	2,932.53
Qtr Payment Dept Forestry 4/30/15	220,469.33
Total Revenues	230,130.08
Plus FY14 Undistributed Balance	418.58
Plus Interest	23.91
TOTAL RECEIPTS	230,572.57

LESS COUNTY COSTS AND EXPENSES

10% administrative costs pursuant to ORS 530.115(1)(a) to General Fund	(23,057.26)
Subtotal	207,515.31

LESS COUNTY SCHOOL FUND (25%) 0.25 (51,878.83)

TOTAL FOREST TRUST LANDS REVENUE FOR DISTRIBUTION **155,636.48**

II. SCHEDULE OF DISTRIBUTIONS Taxing Districts	Distribution Formula per ORS 311.390	Distribution Formula per ORS 530.115 (proration of tax rate)	Amount
Columbia County	0.108953	16.70%	25,983.83
Columbia 4-H	0.003729	0.57%	889.31
Columbia County Development Agency	0.046642	7.15%	11,123.57
Jail Operations - 3 Year Levy	0.038328	5.87%	9,140.82
9-1-1 Communication District	0.035849	5.49%	8,549.51
Gr St Helens Park & Rec	0.005658	0.87%	1,349.39
Mist-Birkenfeld RFPD	0.004984	0.76%	1,188.67
NW Regional ESD	0.009759	1.50%	2,327.30
St Helens 502 School District	0.150909	23.12%	35,989.67
Rainier 13 School District	0.048794	7.48%	11,636.82
Scappoose 1 JT School District	0.117181	17.96%	27,946.00
Vernonia 47 JT School District	0.046645	7.15%	11,124.10
Portland Community College	0.035170	5.39%	8,387.47
Totals	0.652601	100%	155,636.48

PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transit Division, hereinafter referred to as "State," and **Columbia County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties." Recipient is an "STF Agency" as that term is defined in OAR 732-005-0010.

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2015** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated, available funds under this Agreement shall be disbursed in accordance with ORS 391 and OAR 732. State's obligation to disburse funds under this Agreement shall end as provided in Section 6.b. of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget
Exhibit B: Financial Information
Exhibit C: Subcontractor Insurance

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Funds.** State shall provide Recipient funds in an amount not to exceed **\$302,918.00**. Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. State and Recipient agree that in no event shall the amount State provides to Recipient be less than the Minimum Allocation determined as provided in OAR 732-010-0010.
4. **Project.** Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Funds.**
 - a. **Disbursement Generally.** Disbursement Generally. State shall make quarterly installment payments to Recipient within 30 days of the beginning of each calendar quarter described in Section 5. State shall determine the amount of each quarterly payment based on the funds stated in Section 3 divided by the number of calendar quarters for which payments are scheduled to be made, with any adjustments as may be determined by State if funds are adjusted as provided in Section 3.
 - b.

Conditions Precedent to Disbursement. State's obligation to disburse funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Recipient is in compliance with the terms of this Agreement.

iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

iv. All funds previously disbursed have been used in accordance with OAR Chapter 732.

v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

- c. **Recovery of Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) 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 Recipient's Articles of Incorporation or Bylaws, if applicable, (3) 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 Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating

in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. **Recipient Subagreements and Procurements**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

- i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.

b. **Subagreement indemnity; insurance.**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, as applicable.

10. **Termination**

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii.

- Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice,:
- i. Upon notification to State of its desire to withdraw from eligibility to receive the funds and providing to State a reason acceptable to State for the withdrawal; or
 - ii. If federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State

on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Reserved.**
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **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 State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State 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, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** 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 shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes 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. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Columbia County/State of Oregon
Agreement No. 30546

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Columbia County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Janet Wright
230 Strand Street
Saint Helens, OR 97051
1 (503) 3668504
janet.wright@co.columbia.or.us

State Contact:

Jamey Dempster
555 13th St. NE
Salem, OR 97301-4179
1 (503) 731-8563
James.DEMPSTER@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By J. Dempster

Date 5/28/2015

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name Keith Kutler by e-mail
(printed)

Date June 2, 2015

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: Columbia County 30546 STF				
<i>Operating</i>				
Item #1: Operating				
	Total	Grant Amount	Local Match	Match Type(s)
	\$302,918.00	\$302,918.00	\$0.00	
Sub Total	\$302,918.00	\$302,918.00	\$0.00	
Grand Total	\$302,918.00	\$302,918.00	\$0.00	

- *Operating*

1. PROJECT DESCRIPTION

This Agreement provides financial support for special transportation services benefitting seniors and individuals with disabilities.

2. PROJECT DELIVERABLES

Funding may be used for project types that improve transportation for senior and disabled populations including, but not limited to: maintenance and expansion of existing transportation programs; creation of new programs and services; planning and development for improved access to transportation; capital purchases; and as matching funds for state and federal programs also providing transportation and services to seniors and individuals with disabilities.

Recipient may distribute STF funds to eligible subrecipients and projects as confirmed by the State. Additional projects or sub recipients require an amended application that is confirmed by the State. Additional funds require an amended Agreement.

3. PROJECT ACCOUNTING

Recipient retains authority over costs and allocations of STF dollars within the guidelines established by Oregon Revised Statutes (ORS) 391.800 through 391.830 and Oregon Administrative Rules (OAR) Chapter 732.

Recipient will receive and disburse STF moneys from a separate governmental fund. Any interest accrued from the account must be added to the moneys and reported to State.

EXHIBIT B

FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

State Program	State Funding Agency		Total State Funding
ORS 391.800 through ORS 390.830 and OAR Chapter 732, Divisions 5, 10, and 30	Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		\$302,918.00

Administered By
Public Transit Division 555 13th St. NE Salem, OR 97301-4179

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made"

coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

PERMIT AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is by and between **ST. HELENS COMMUNITY FOUNDATION**, 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 County's facilities located at and around the Courthouse and Courthouse Annex, including The Plaza, the rose garden across from the Plaza, the Courthouse parking lots (front, side and back), and the Strand between the Old Courthouse and the Plaza, in St. Helens, Oregon, on July 4-5, 2015 for the purpose of holding the 4th of July Celebration and all activities related thereto. (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.

Permittee agrees to maintain adequate trash and recycling containers. Such containers shall be equipped with fully closeable lids and shall be fully closed, unless being immediately filled or emptied. All trash shall be placed in the approved containers, and the contents shall be prevented from dropping, sifting, leaking, being blown by the wind or otherwise escaping onto County property. Permittee further agrees to remove all equipment, personal property, trash or other debris from County property at the conclusion of each event at its own expense no later than 8:00 a.m. on the morning following each event. Permittee shall reimburse County for all costs incurred by the County to clean or repair the Property following Permittee's use of the property within 15 days of receipt of an invoice. Permittee shall not allow anyone to climb on Courthouse railings, or to skateboard on County Courthouse property, including Courthouse parking facilities.

In addition, Permittee agrees to provide a certificate of insurance in an amount of not less than \$1,000,000 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: St. Helens Community Foundation, 90 Columbia Blvd., St. Helens, OR 97051 – 503.369.0575

PERMITTEE
By: 
(Signature of Authorized Representative)
Name: Robert Salisbury
(Printed Name of Authorized Rep.)
Date: May 29, 2015

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON
By: _____
Henry Heimuller, Chair
Date: _____, 2015

Columbia County



PUBLIC ROAD EVENT

PERMIT

Date: June 8, 2015

Name of Event: Rainier Road Race

Date of Event: June 21, 2015 Type of Event: Bicycle Race

Sponsor: Portland Bicycle Studio / Oregon Bicycle Racing Association

Assembly Area: Rainier High School Number of Participants: 200

Assembly Start Time: 7:00 AM Event Start Time: 7:00 AM Ending Time: 6:00 PM

Minimum Speed: NA Maximum Speed: NA

Route of Event: *See Attached Map.*

Portion of Road which may be occupied by Event: Right Lane

Number of Persons Required to Monitor the Event: 25

Number and Type of Vehicles: 10 passenger cars

Other Requirements: _____

Amount of Required Deposit: \$ \$100 Paid on: May 19, 2015

ALL PARTICIPANTS IN THE PERMITTED EVENT MUST BE ADVISED BY WRITTEN NOTICE OF THE TERMS AND CONDITIONS OF THIS PERMIT PRIOR TO THE COMMENCEMENT OF SUCH EVENT.

Issued by:
Transportation Planner

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Lonny R. Welter

By: _____
Henry Heimuller, Chair

Date: _____, 2015

Date: _____, 2015



INDEMNITY AGREEMENT

Transportation Planner
County Road Department
1054 Oregon Street
St. Helens, Oregon 97051
503.366.3963

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

In consideration of the issuance of a permit by Columbia County for the Public Road Event known as the _____ to be held on _____, 2015, the undersigned sponsor/applicant for the event hereby agrees to defend, indemnify and hold Columbia County and other affected public agencies, the Board of County Commissioners and the boards of other affected public agencies, their officers, agents and employees (the "indemnitees") harmless from:

1. All liability, damage, loss, cost or expense, including but not limited to attorney's' fees, that the indemnitees may sustain or incur on account of any damage to or destruction of any property that the county may own or in which it may have an interest;
2. All liability, damage loss, cost or expense, including but not limited to attorney's' fees, on account of any damage resulting from injury to or death of any person or persons resulting from or in any way connected with the use by the sponsor/applicant, its agents or employees, of the road, site, area or facility to which the permit pertains.

(Agency)
By: 
(Signature of Authorized Agent)

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

Dated: _____

Dated: _____

RETURN TO:
Columbia County Road Department
Attn: Lonny Welter
1054 Oregon Street
St. Helens, Oregon 97051
503.366.3963 (O)
503.397.7215(Fax)
Lonny.welter@co.columbia.or.us



Columbia County Road Department

1054 Oregon Street, St. Helens, OR 97051

Transportation Planner

Phone (503) 366-3963

Fax 397-7215

lonny.welter@co.columbia.or.us

June 1, 2015

TO: Columbia County Board of Commissioners

FROM: Lonny Welter, Transportation Planner

REF: The Rainier Road Race Event 2015

Columbia County received the attached application for a Public Road Event Permit for the Rainier Road Race 2015, to be conducted June 21, 2015. They are expecting 200 participants (bicyclists) and will be using County roads. The event will start at the Rainier High School and will use Larson, Parkdale, Townsend, Ferncrest, Fernhill, Apiary, Old Rainier Roads, and back to the Rainier High School making a large loop. Start time will be 7:00 AM and end time will be 6:00 PM.

Applicable Criteria

The Columbia County Public Road Event Ordinance (Ordinance No. 2008-1, as amended) requires Board approval of public road events involving more than 25 vehicles, 50 bicycles, or 100 pedestrian participants. As this bicycle tour event is expected to have more than 50 bicyclists, Board approval is required.

Section 5 of the Ordinance provides, in part:

“A. Standards for Issuance. The Administrator or, in the event of a large event, the Board of County Commissioners, shall issue a permit conditioned upon the applicant’s written agreement to comply with the terms of such permit **unless** the Administrator or Board of County Commissioners finds that:

1. The time, route and size of the public road event will disrupt to an unreasonable extent the movement of other traffic or will endanger the safety of participants or citizens, or cause a safety hazard other than traffic.
2. The public road event is of a size or nature that requires the diversion of too many law enforcement officers, public works

employees or other personnel to properly control the public road event or that allowing the public road event would deny reasonable law enforcement or other emergency service protection to citizens of the County.

3. Such public road event will interfere with another public road event for which a permit has been issued.
4. The County Public Works Director determines the public road event would damage public roads.”

Staff notified affected agencies and received the following comments:

- **County Sheriff's Office**, Jeff Dickerson - No Issues.
- **State Police**, LT Merila - No issues or anticipated expenses.
- **Rainier PD**, Greg Griffith -
- **St Helens Fire**, Ron Youngberg - No issues for CRF&R.

Because this event has been held in prior years and to staff's knowledge, no issues have arisen that would be a basis for denial, staff recommends that the Board approve the permit.

RECOMMENDED MOTIONS:

- Motion 1: Approve the public road event permit for the Rainier Road Race.
- Motion 2: Approve the Indemnity Agreement with the Rainier Road Race and authorize the Chair to sign.

Attachments:

- Permit Application
- Indemnity Agreement
- Certificate of Liability Insurance
- Map and Route Instructions (Dated 2014, but no changes for 2015)

Laurelhurst Dentistry Road Race Women's OBRA Road Race Championship



TRAFFIC CONTROL PLAN



**Sunday, June 22nd, 2014
RAINIERS, OREGON**

Oregon Bicycle Racing Association (OBRA) Racing Event Operations

GENERAL REQUIREMENTS:

- 1) All event support vehicles shall have the following equipment:
 - a) Functioning headlights and flashing hazard lights
 - b) A roof-mounted flashing amber warning light
 - c) A two-way radio capable of communicating with other vehicles in their Field and Flaggers and Corner Marshals on the course.

All equipment shall be in the “on” position at all times while on the race course.

- 1) Event support staff and OBRA Officials shall not signal a public vehicle following a peloton to pass the peloton in an area where roadway striping (e.g. double-yellow) and/or signing (e.g. “DO NOT PASS”) prohibits it.
- 2) Event support staff should contact the event’s designated OBRA Referee by two-way radio, with questions or issues during the race.
- 3) Event volunteers, Corner Marshals and Flaggers on the course and exposed to live traffic shall wear ANSI Class 2 personal protective equipment (e.g. Reflective safety vests).

EVENT-SPECIFIC REQUIREMENTS:

- 1) Local residents along the race course will be notified in writing two weeks prior to the date of the race to alert them of the event and provide Race Promoter contact information.
- 2) All roads and traffic lanes are to remain open to public traffic during the race. Racers will be notified of this at the Start Line for the beginning of each Field.
- 3) Racers who are dropped from their Field are instructed to ride to the right and obey all applicable Oregon “Rules of the Road”.
- 4) Flaggers and Corner Marshals will be placed at all applicable intersections and other points of conflict, and as shown in the traffic control plan (TCP) to safely control traffic and direct racers around the course.

Oregon Bicycle Racing Association (OBRA) Racing Event Operations

EVENT VEHICLE REQUIREMENTS

All event vehicles used on the race course shall be equipped with the following:

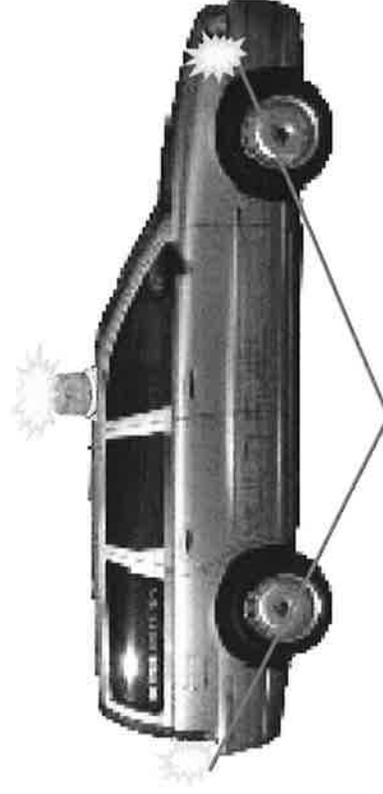
- Functioning headlights and flashing vehicle hazard lights in the “on” position
 - Roof-mounted, amber flashing warning light
 - Two-way radio capable of communicating with other vehicles in their Race Field and with approaching Flaggers and Corner Marshals
 - An 8 ½ “ x 11” (min.), black/orange sign posted on the back of the vehicle, visible to approaching traffic, that reads: **BICYCLE RACE IN PROGRESS**
- Sign does not need to be retroreflective.



8.5” x 11” (Min.)

Mount on Rear of Vehicle

Flashing Warning Light



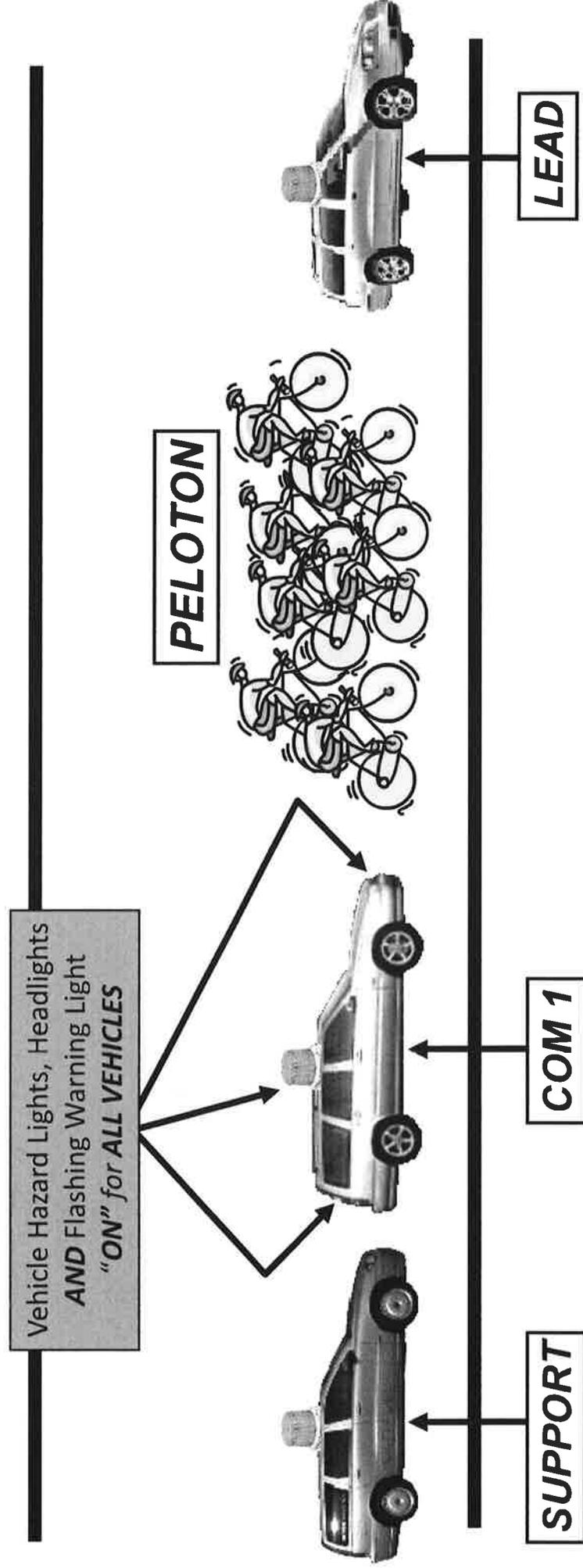
Headlights “on”

Vehicle Hazard Lights “on”

Oregon Bicycle Racing Association (OBRA) Racing Event Operations

RACING FIELD (PELTON) CONFIGURATION:

- **SUPPORT VEHICLE** – Last vehicle in line. Carries spare wheels, provides mechanical support.
- **COM 1** – Driven by an OBRA Referee. Coordinates peloton movement around the course. Monitors racer and traffic safety, and enforces OBRA racing rules.
- **LEAD VEHICLE** – Guides the peloton around course. Relays hazards to COM 1. Alerts Flaggers/Corner Marshals of the peloton's arrival to each intersection.

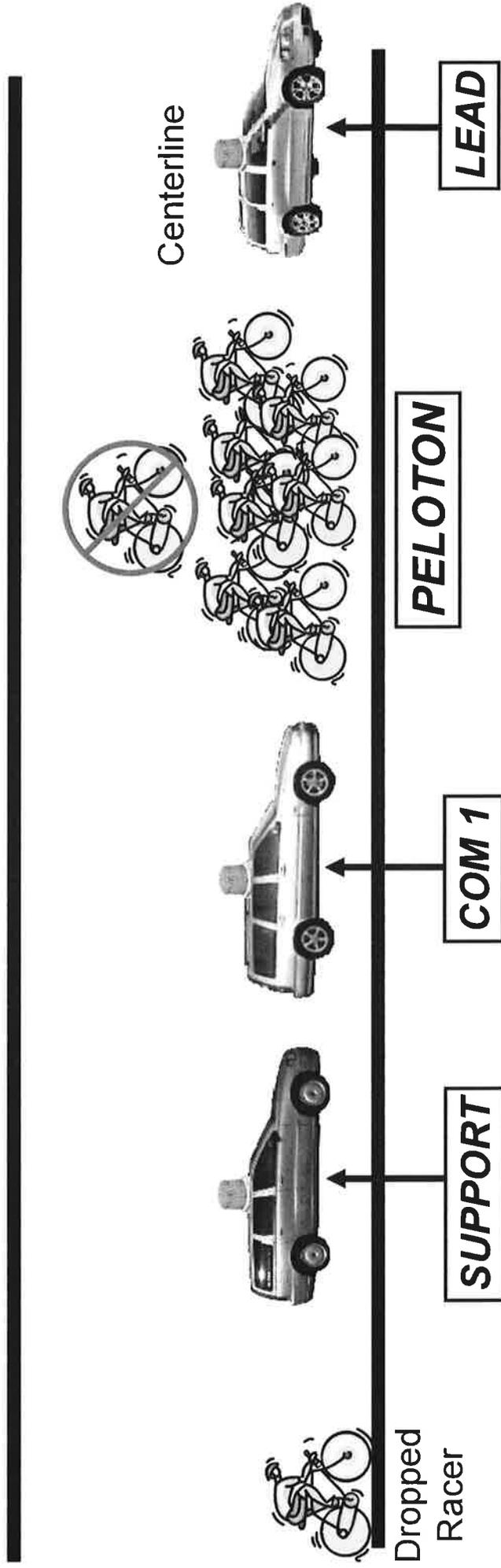


Oregon Bicycle Racing Association (OBRA) Racing Event Operations

RACING FIELD (PELOTON) PRIMARY SAFETY PRECAUTIONS:

Prior to each Field leaving the Start Line, racers are briefed with race course information and warnings regarding OBRA rules and Road safety precautions:

- **CENTERLINE VIOLATIONS** – Per OBRA racing rules, racers must never cross the roadway centerline. Violators are subject to immediate disqualification.
- **DROPPED RACERS** – Racers who are dropped by the peloton (e.g. “Off the Back”) must ride to the right and obey all applicable “rules of the road” as a motor vehicle would.

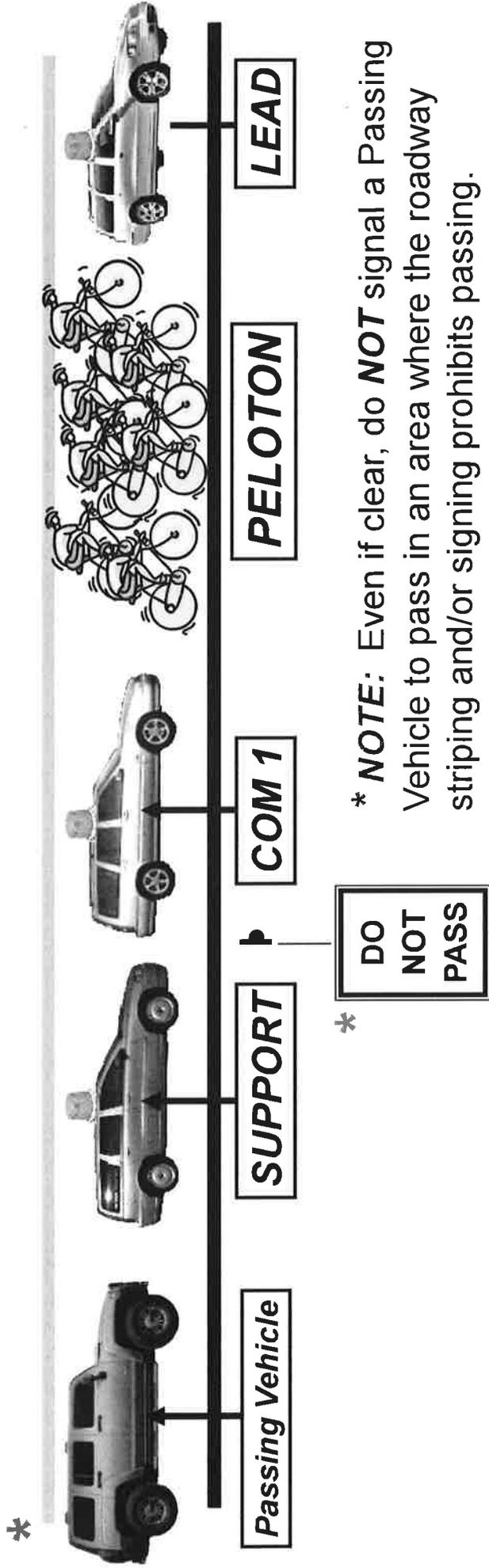


Oregon Bicycle Racing Association (OBRA) Racing Event Operations

IN-FIELD TRAFFIC MANAGEMENT DURING RACE:

If public traffic approaches the peloton from behind, use the following traffic management protocol:

- Using *hand signals and carefully moving toward centerline*, **SUPPORT** vehicle will signal approaching traffic to wait and not pass.
 - **SUPPORT** vehicle will radio ahead to **LEAD** vehicle for status of on-coming traffic.
 - When on-coming lane is clear and safe to pass, **LEAD** will notify **SUPPORT**.
 - **SUPPORT** will then signal to traffic to pass using hand signals and moving away from centerline.
-

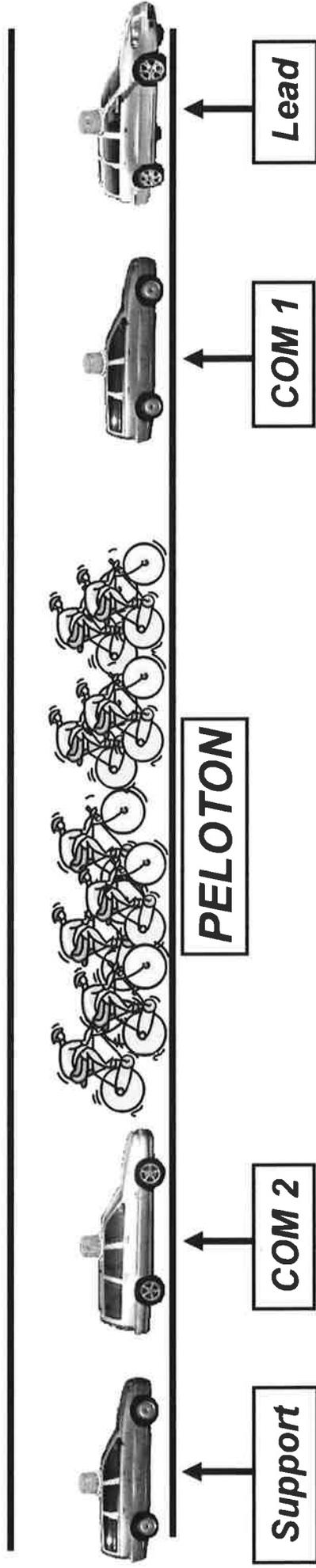


* **NOTE:** Even if clear, do **NOT** signal a Passing Vehicle to pass in an area where the roadway striping and/or signing prohibits passing.

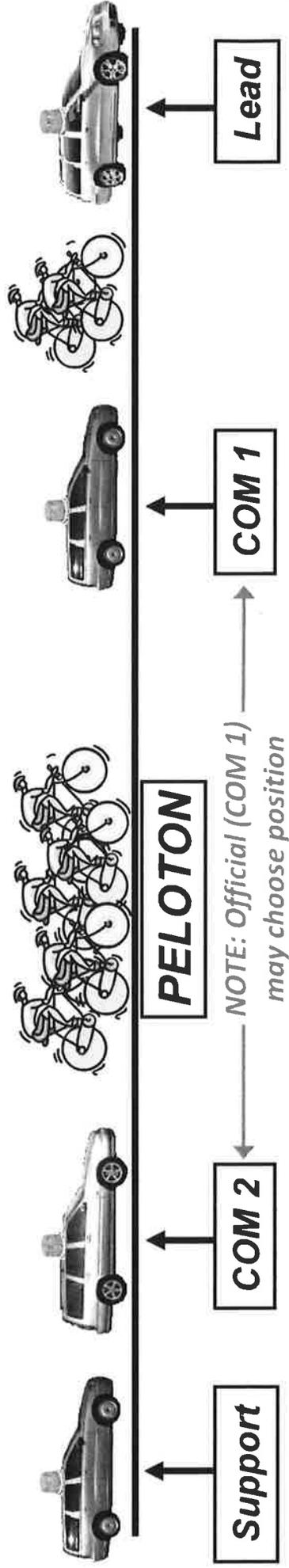
Oregon Bicycle Racing Association (OBRA) Racing Event Operations

For LARGE FIELDS (Fields with > 75 Racers)

- Add “COM 2” vehicle behind **LEAD**.
- **COM 2** acts as a Secondary Official and can stay with the Peloton if a break in the field forms. **COM 1** can move around the peloton and follow the break. If no break develops, **COM 2** remains behind **LEAD**.
- **COM 1** may choose to follow the Peloton and send **COM 2** to follow the breakaway.
- **COM 1** acts as the Referee for the field.



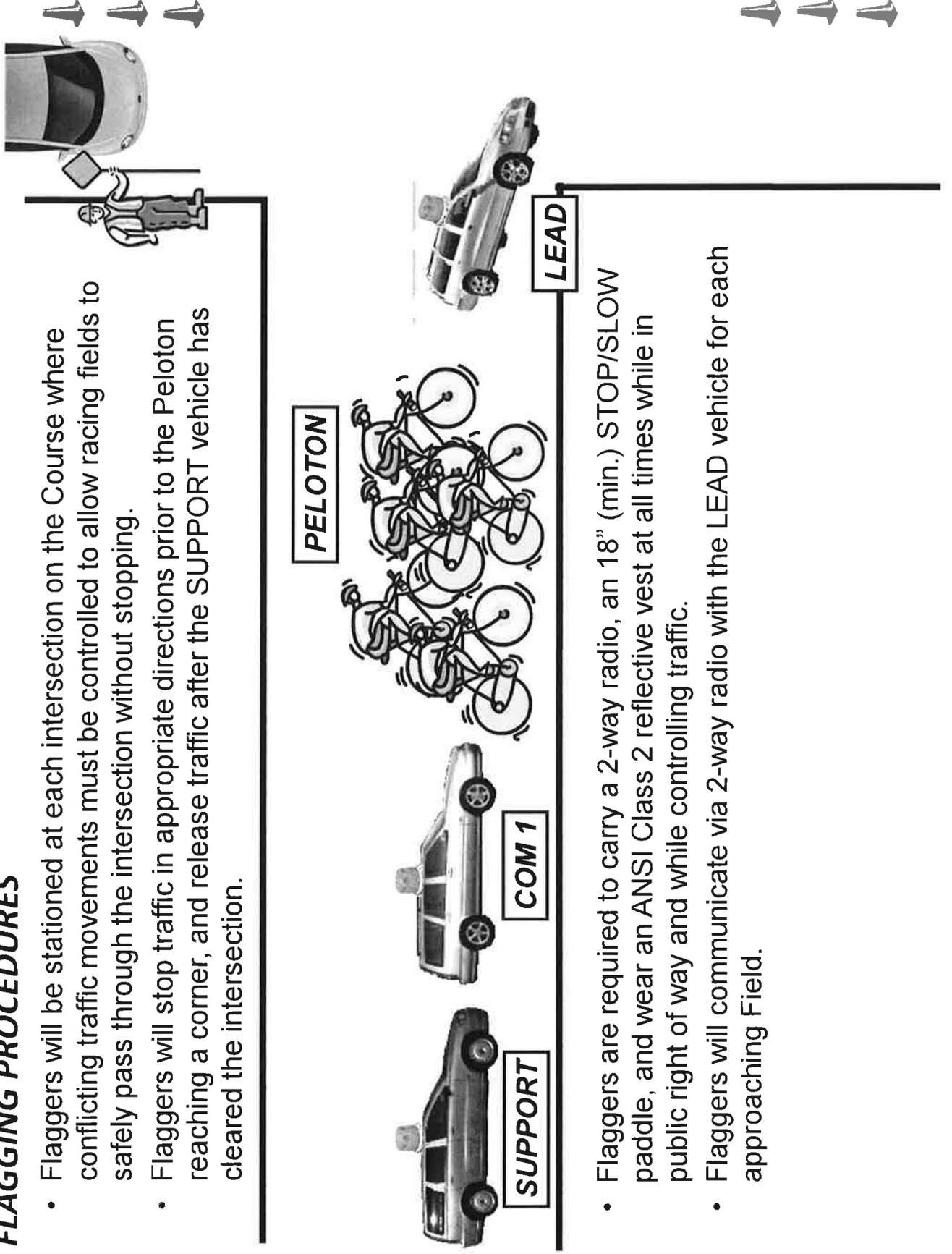
IF BREAK IN PELETON OCCURS



Oregon Bicycle Racing Association (OBRA) Racing Event Operations

FLAGGING PROCEDURES

- Flaggers will be stationed at each intersection on the Course where conflicting traffic movements must be controlled to allow racing fields to safely pass through the intersection without stopping.
- Flaggers will stop traffic in appropriate directions prior to the Peloton reaching a corner, and release traffic after the SUPPORT vehicle has cleared the intersection.

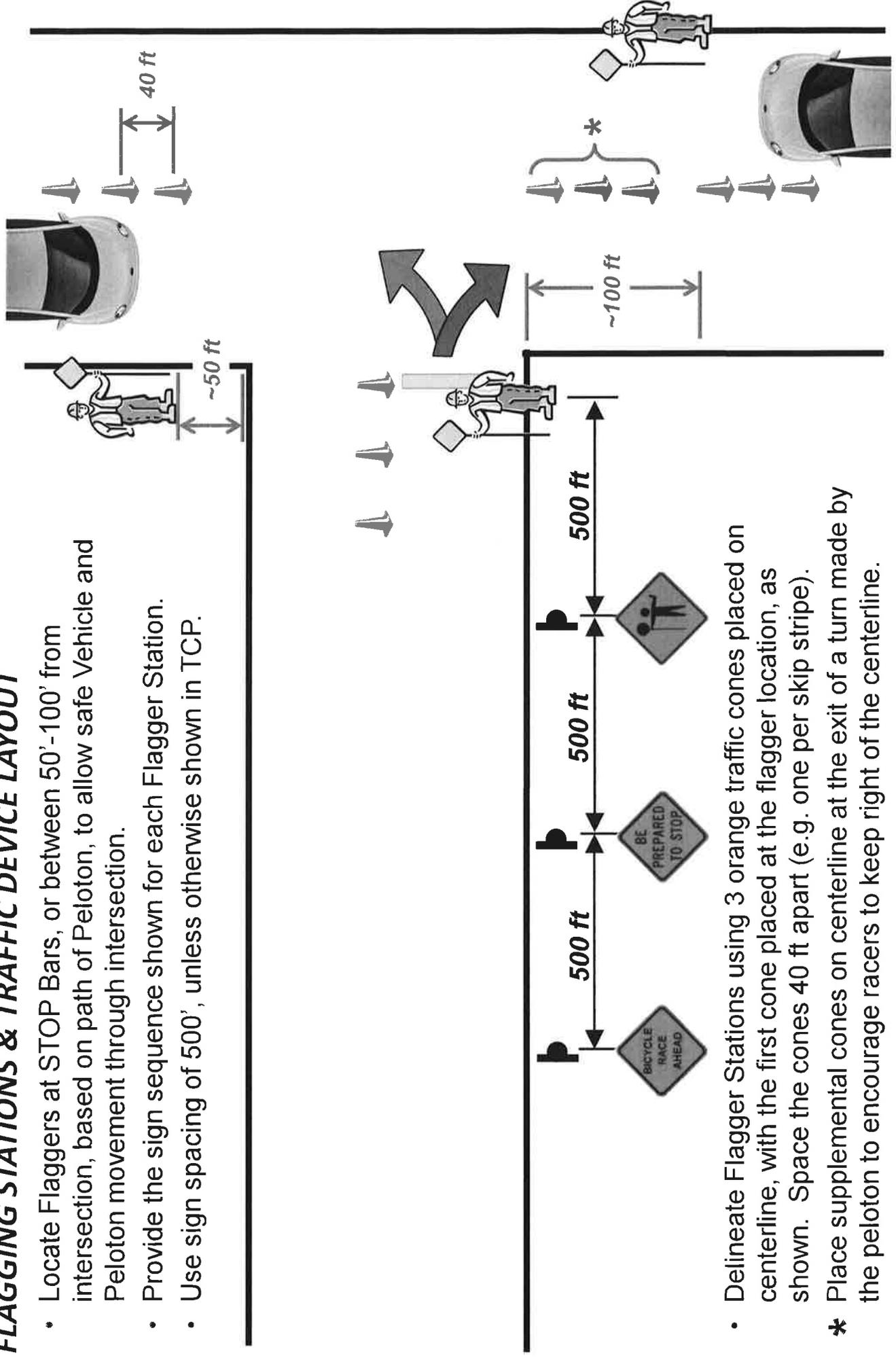


- Flaggers are required to carry a 2-way radio, an 18" (min.) STOP/SLOW paddle, and wear an ANSI Class 2 reflective vest at all times while in public right of way and while controlling traffic.
- Flaggers will communicate via 2-way radio with the LEAD vehicle for each approaching Field.

Oregon Bicycle Racing Association (OBRA) Racing Event Operations

FLAGGING STATIONS & TRAFFIC DEVICE LAYOUT

- Locate Flaggers at STOP Bars, or between 50' -100' from intersection, based on path of Peloton, to allow safe Vehicle and Peloton movement through intersection.
- Provide the sign sequence shown for each Flagger Station.
- Use sign spacing of 500', unless otherwise shown in TCP.

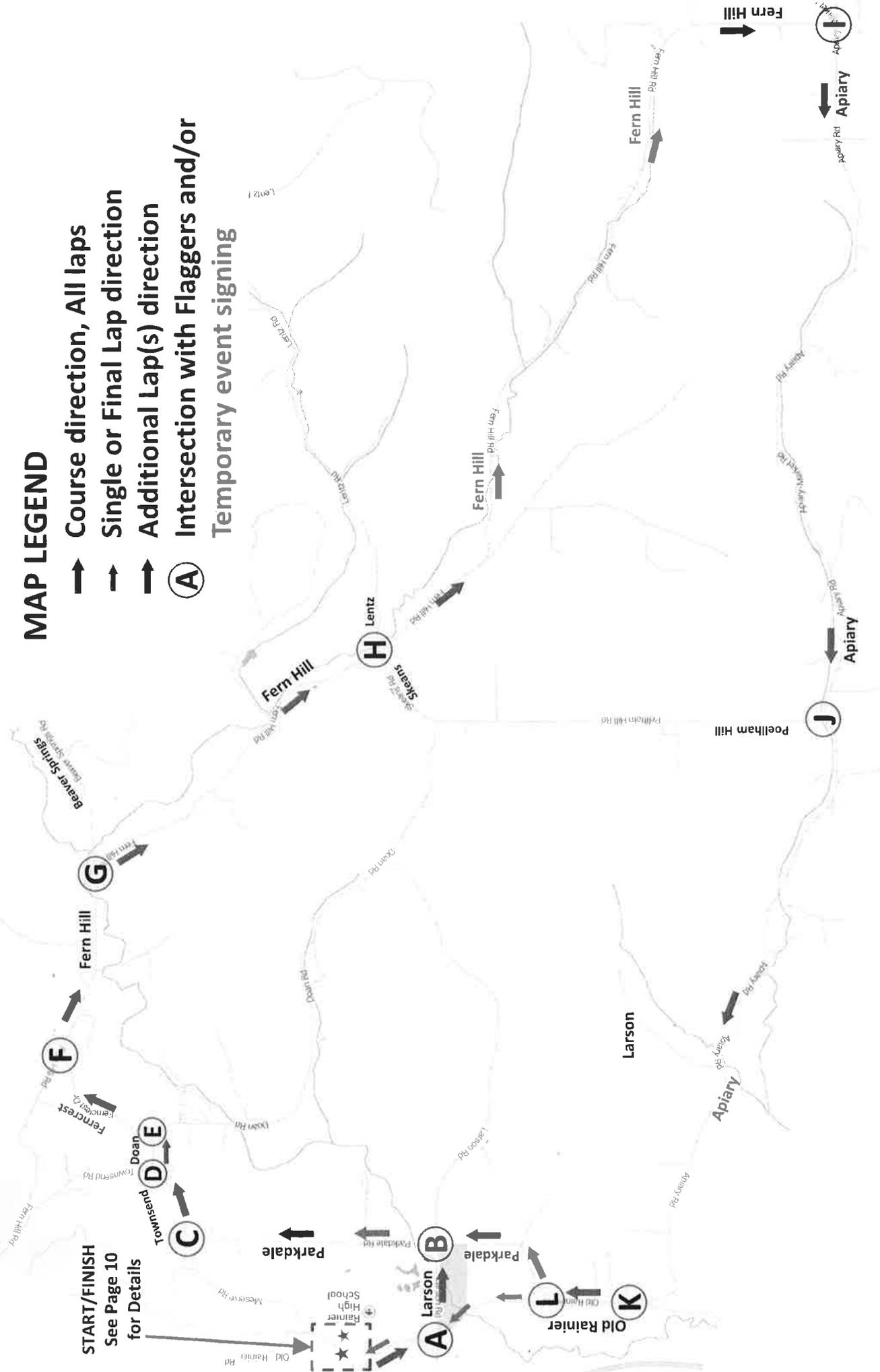


- Delineate Flagger Stations using 3 orange traffic cones placed on centerline, with the first cone placed at the flagger location, as shown. Space the cones 40 ft apart (e.g. one per skip stripe).
- * Place supplemental cones on centerline at the exit of a turn made by the peloton to encourage racers to keep right of the centerline.

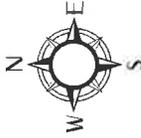
RACE COURSE and INTERSECTION MAP

MAP LEGEND

- ➔ Course direction, All laps
- ➔ Single or Final Lap direction
- ➔ Additional Lap(s) direction
- Ⓐ Intersection with Flaggers and/or Temporary event signing



START / FINISH AREA – RAINIER HIGH SCHOOL



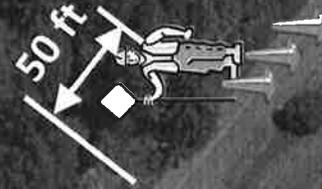
Both Lanes available
for last 200 m

FINISH LINE

GENERAL NOTES:

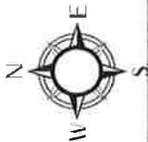
- Locate Flagger Approach. 50' from School access, as shown
- Flagger to stop northbound traffic as Field approaches Finish Line. Both lanes of Old Rainier Rd. will be available to racers.
- LEAD will radio ahead to alert Flagger of their approach to the Finish Line.

START AREA
w/ NEUTRAL
ROLL-OUT

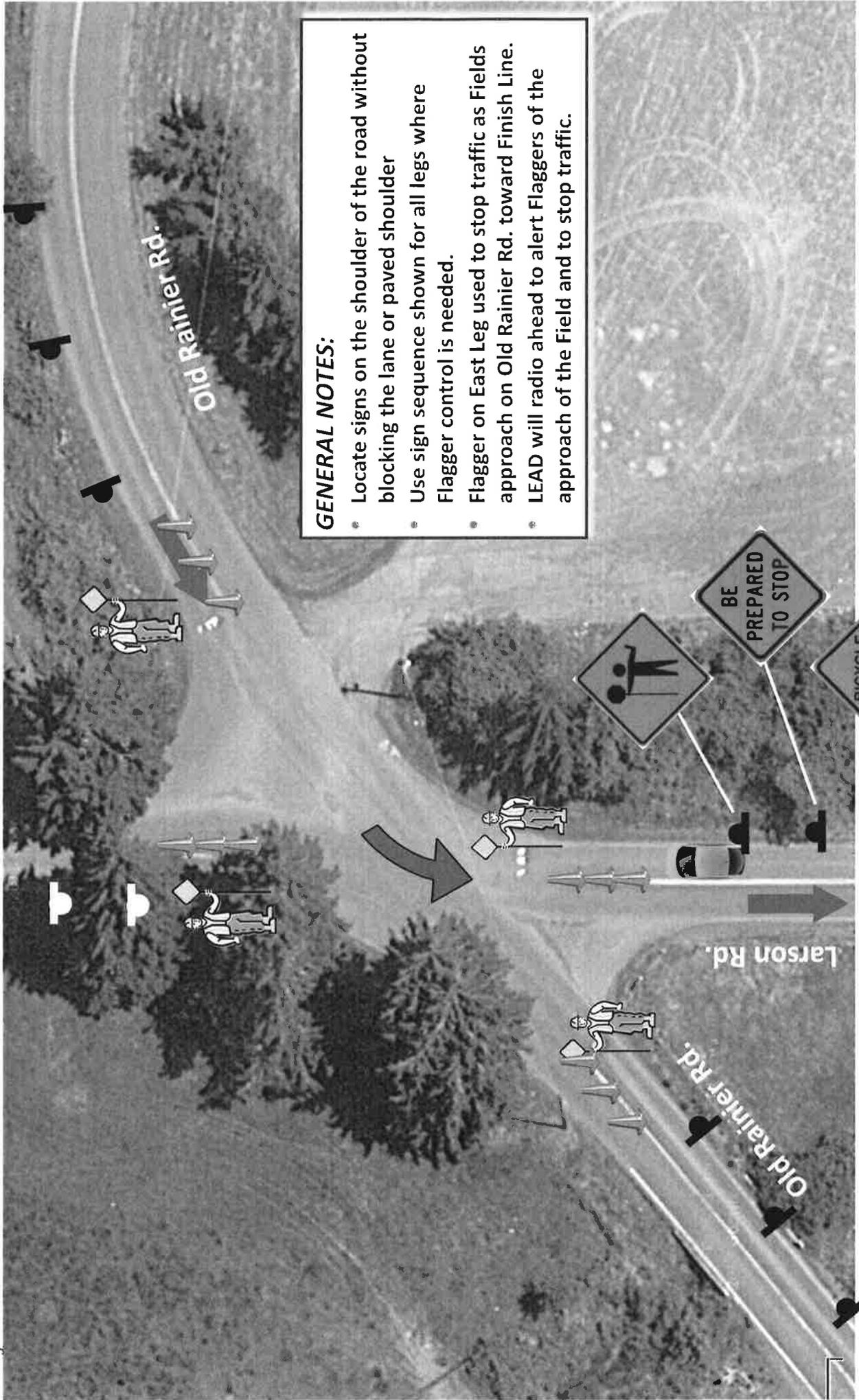


Old Rainier Rd.

Old Rainier Rd.



A – Old Rainier Rd. @ Larson Rd.

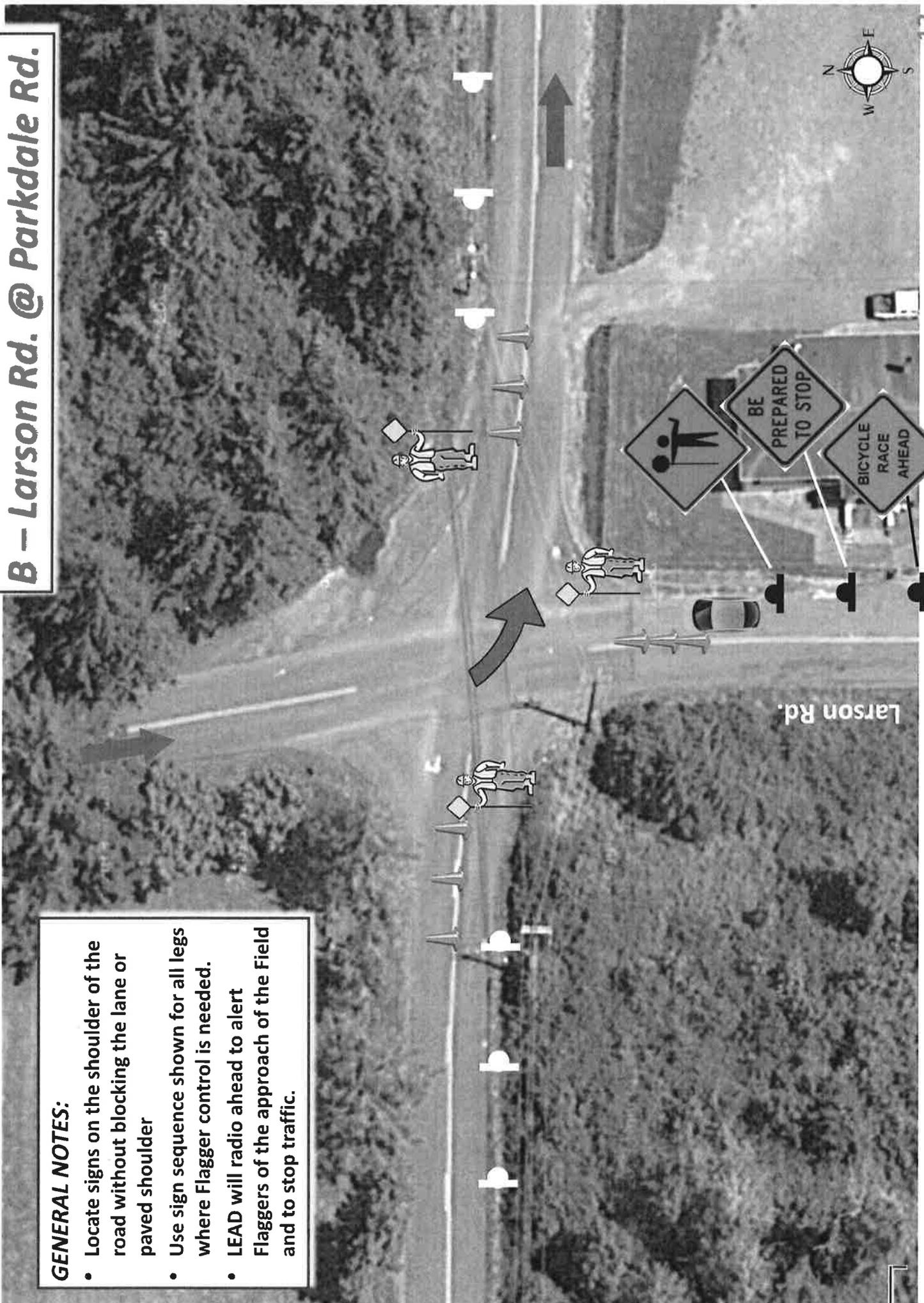


GENERAL NOTES:

- Locate signs on the shoulder of the road without blocking the lane or paved shoulder
- Use sign sequence shown for all legs where Flagger control is needed.
- Flagger on East Leg used to stop traffic as Fields approach on Old Rainier Rd. toward Finish Line.
- LEAD will radio ahead to alert Flaggers of the approach of the Field and to stop traffic.

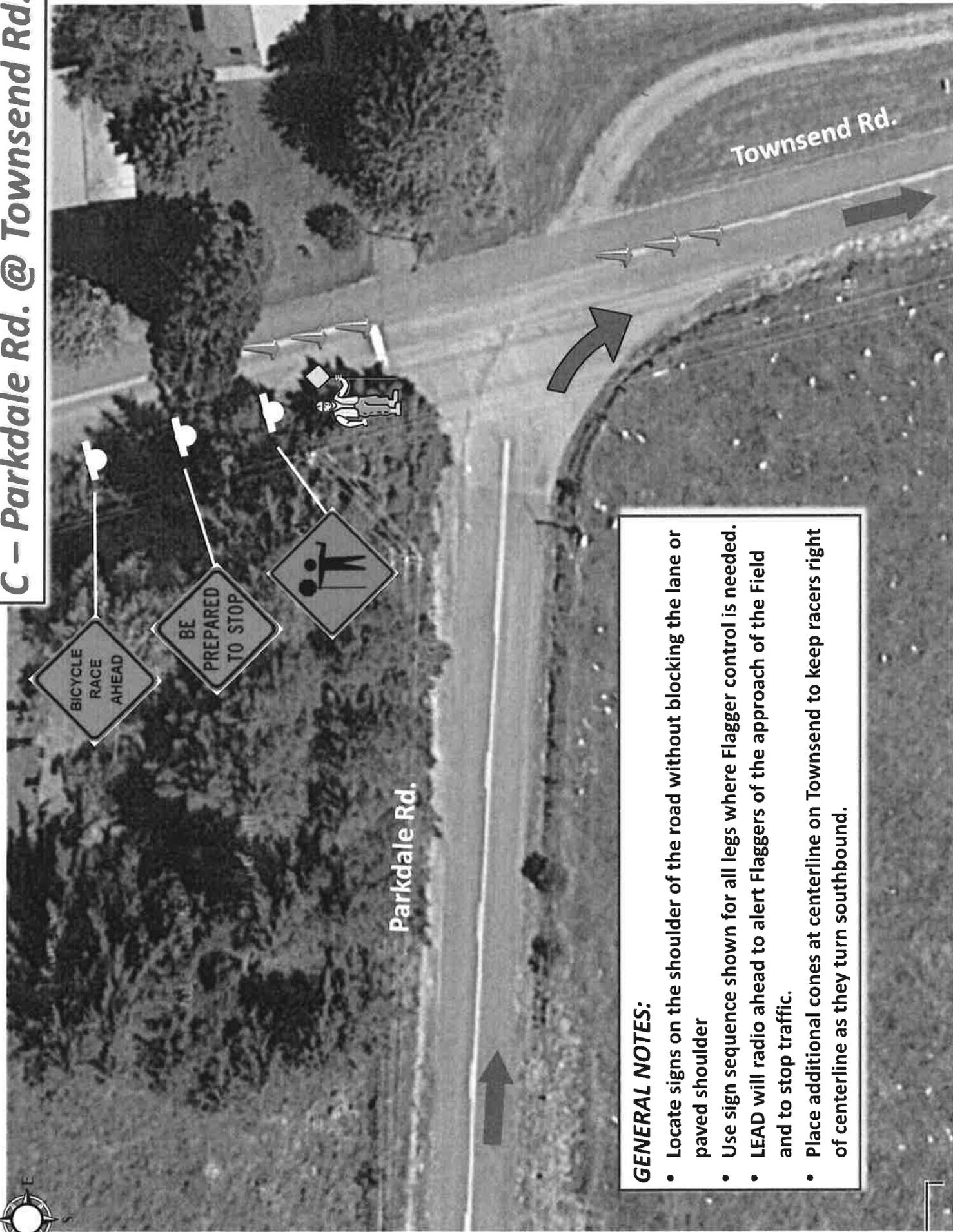
B – Larson Rd. @ Parkdale Rd.

- GENERAL NOTES:**
- Locate signs on the shoulder of the road without blocking the lane or paved shoulder
 - Use sign sequence shown for all legs where Flagger control is needed.
 - LEAD will radio ahead to alert Flaggers of the approach of the Field and to stop traffic.



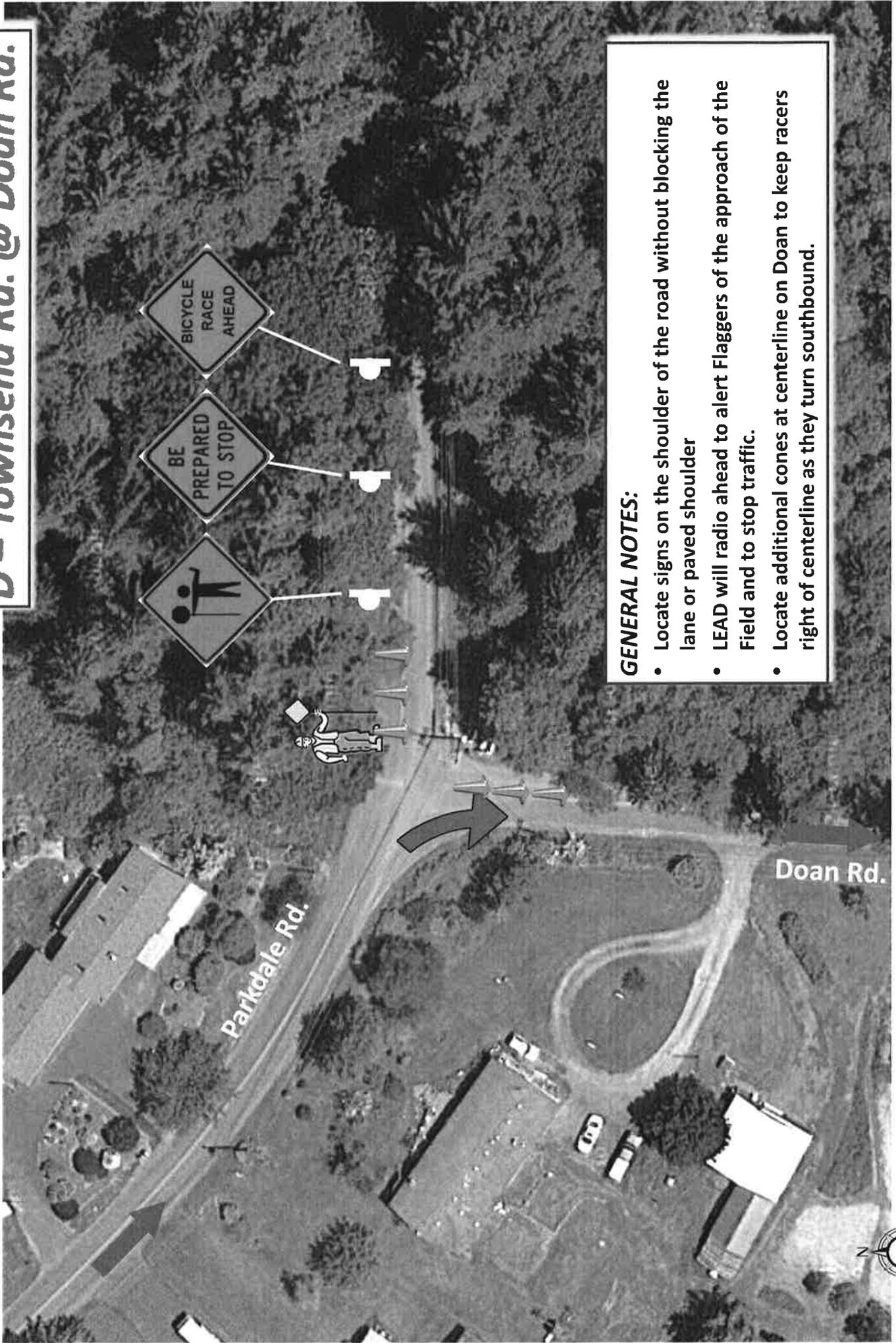


C – Parkdale Rd. @ Townsend Rd.



- GENERAL NOTES:**
- Locate signs on the shoulder of the road without blocking the lane or paved shoulder
 - Use sign sequence shown for all legs where Flagger control is needed.
 - LEAD will radio ahead to alert Flaggers of the approach of the Field and to stop traffic.
 - Place additional cones at centerline on Townsend to keep racers right of centerline as they turn southbound.

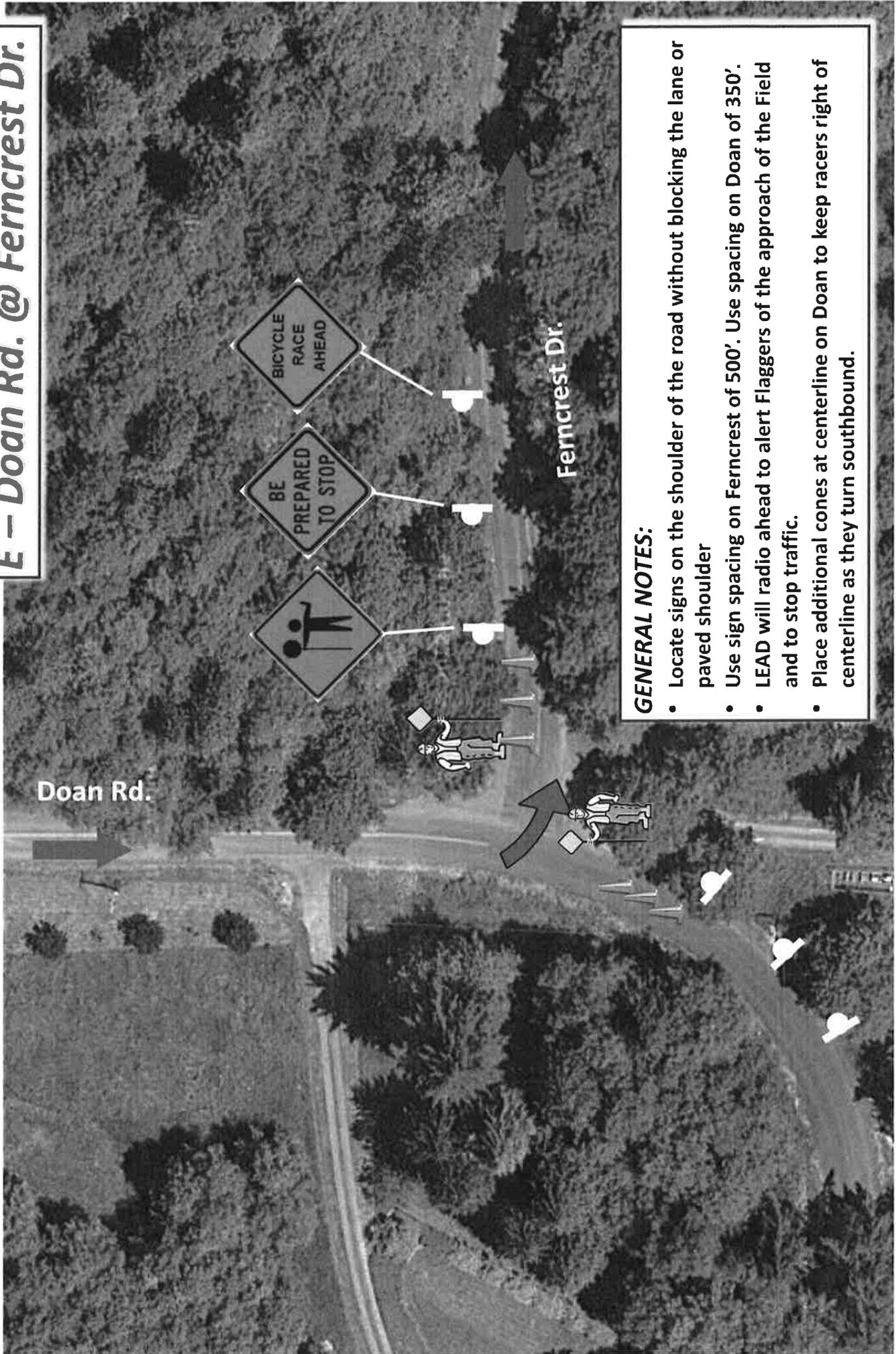
D – Townsend Rd. @ Doan Rd.



GENERAL NOTES:

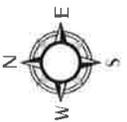
- Locate signs on the shoulder of the road without blocking the lane or paved shoulder
- LEAD will radio ahead to alert Flaggers of the approach of the Field and to stop traffic.
- Locate additional cones at centerline on Doan to keep racers right of centerline as they turn southbound.

E – Doan Rd. @ Ferncrest Dr.



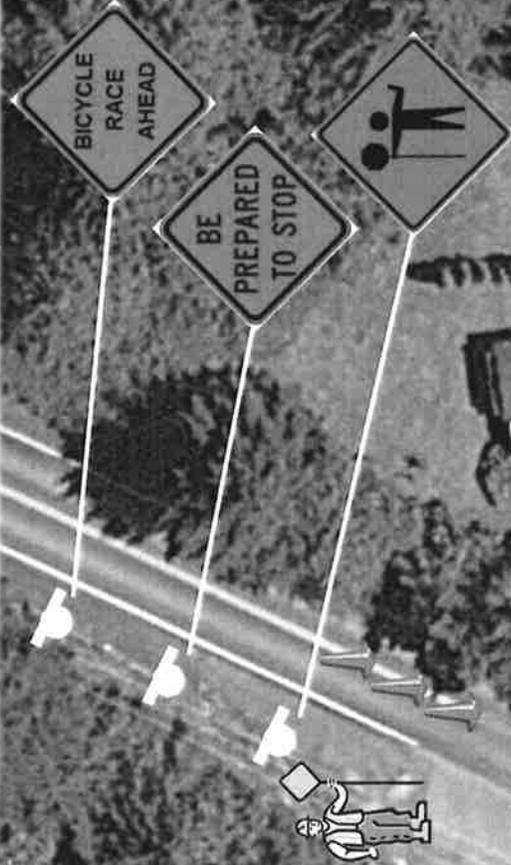
GENERAL NOTES:

- Locate signs on the shoulder of the road without blocking the lane or paved shoulder
- Use sign spacing on Ferncrest of 500'. Use spacing on Doan of 350'.
- LEAD will radio ahead to alert Flaggers of the approach of the Field and to stop traffic.
- Place additional cones at centerline on Doan to keep racers right of centerline as they turn southbound.



F – Ferncrest Dr. @ Fern Hill Rd.

Ferncrest Dr.



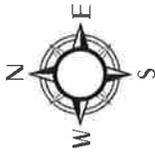
Corner
Marshal

Fern Hill Rd.



GENERAL NOTES:

- Locate signs on the shoulder of the road without blocking the lane or paved shoulder
- LEAD will radio ahead to alert Flaggers of the approach of the Field and to stop traffic.
- Place additional cones at centerline on Fern Hill to keep racers right of centerline as they turn southbound.
- Place Corner Marshal on Side Street to alert drivers of approaching Field.



G – Fern Hill Rd. @ Beaver Springs Rd.

Fern Hill Rd.



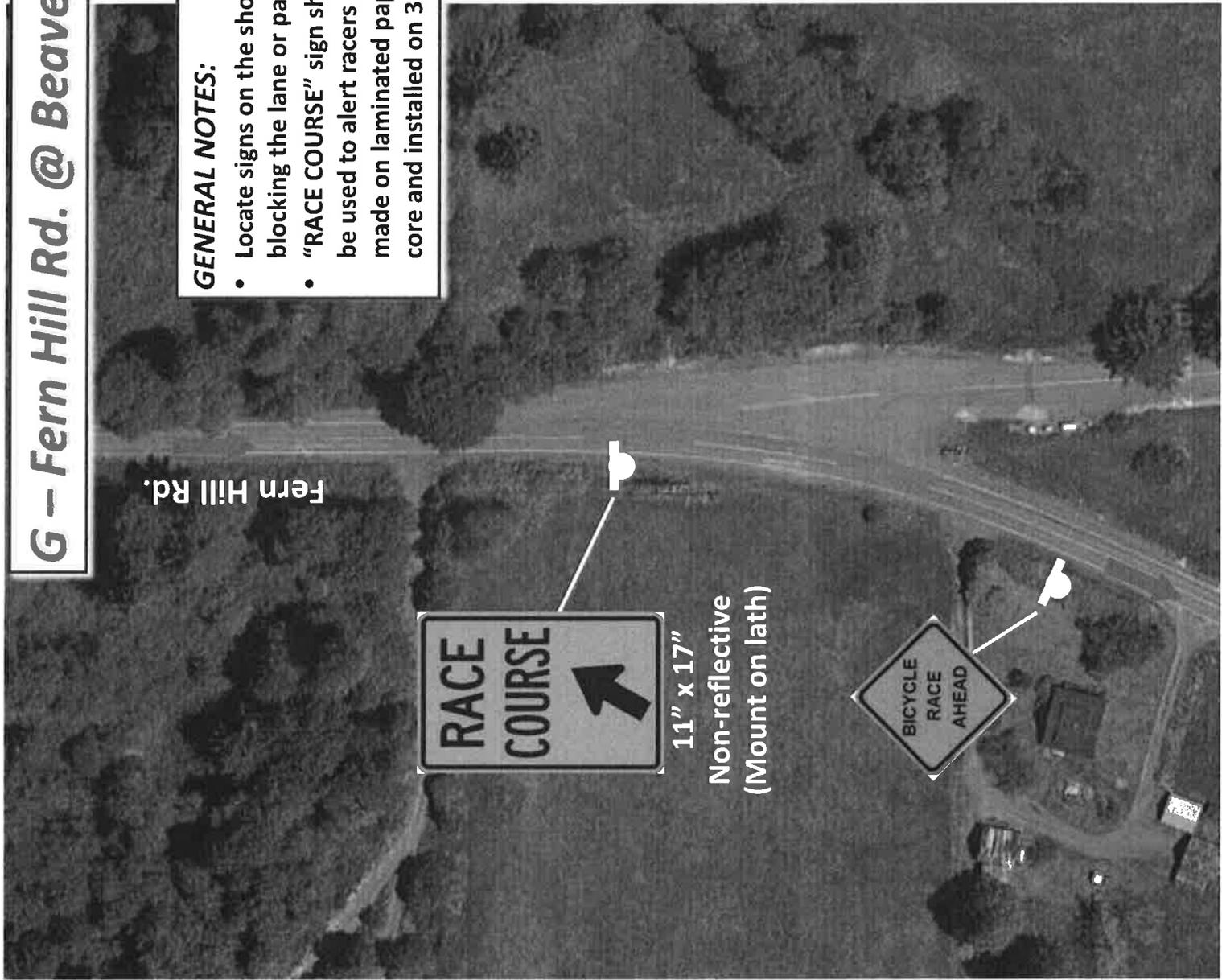
11" x 17"

Non-reflective
(Mount on lath)

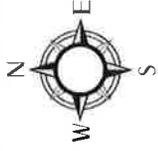


GENERAL NOTES:

- Locate signs on the shoulder of the road without blocking the lane or paved shoulder.
- "RACE COURSE" sign shown is Optional, but can be used to alert racers to keep right. Sign can be made on laminated paper, mounted to foam-core and installed on 36" lath.

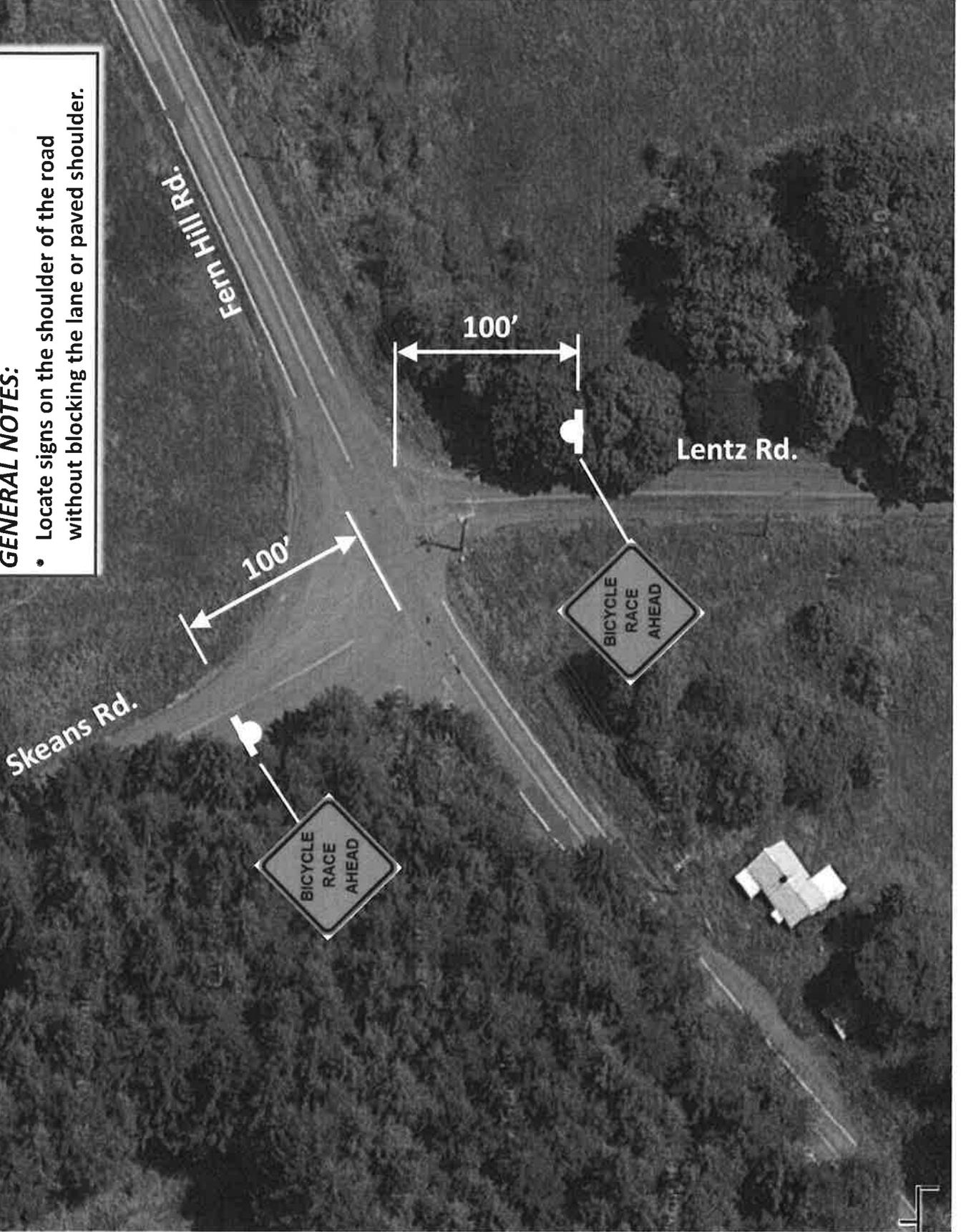


H – Fern Hill Rd. @ Skeans Rd. / Lentz Rd.



GENERAL NOTES:

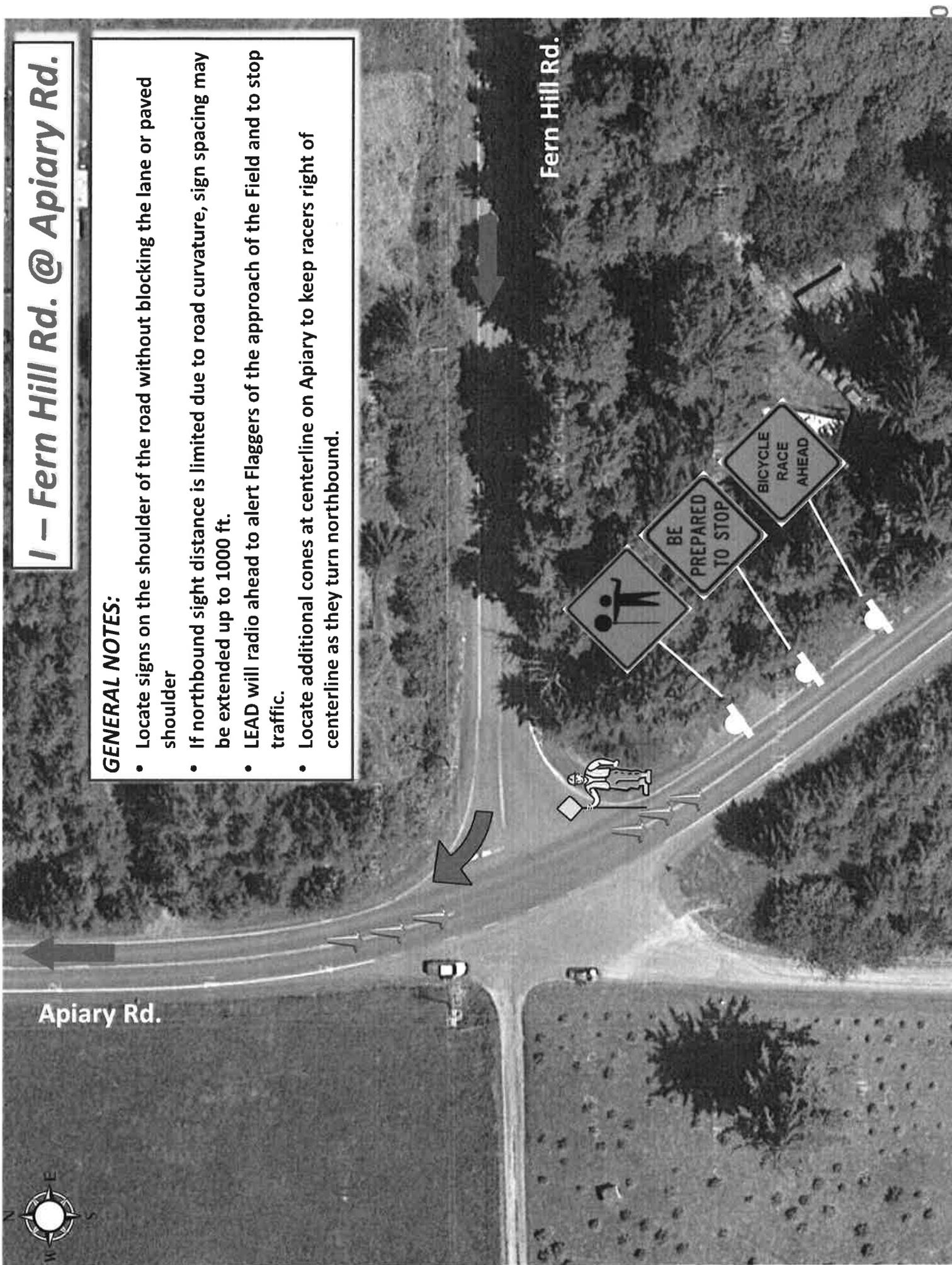
- Locate signs on the shoulder of the road without blocking the lane or paved shoulder.

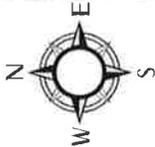


I – Fern Hill Rd. @ Apiary Rd.

GENERAL NOTES:

- Locate signs on the shoulder of the road without blocking the lane or paved shoulder
- If northbound sight distance is limited due to road curvature, sign spacing may be extended up to 1000 ft.
- LEAD will radio ahead to alert Flaggers of the approach of the Field and to stop traffic.
- Locate additional cones at centerline on Apiary to keep racers right of centerline as they turn northbound.

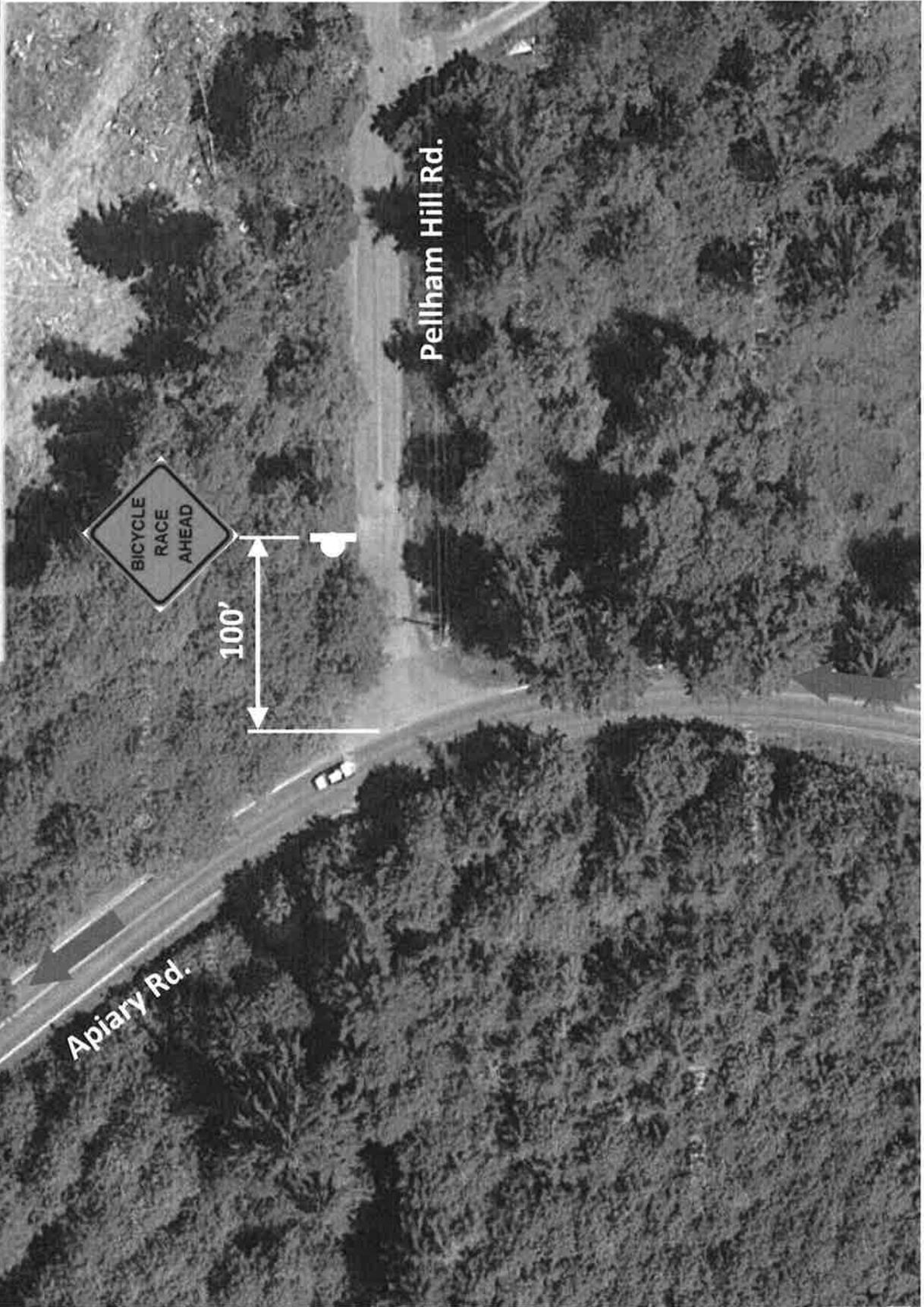


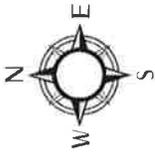


J – Apiary Rd. @ Pellham Hill Rd.

GENERAL NOTES:

- Locate signs on the shoulder of the road without blocking the lane or paved shoulder.

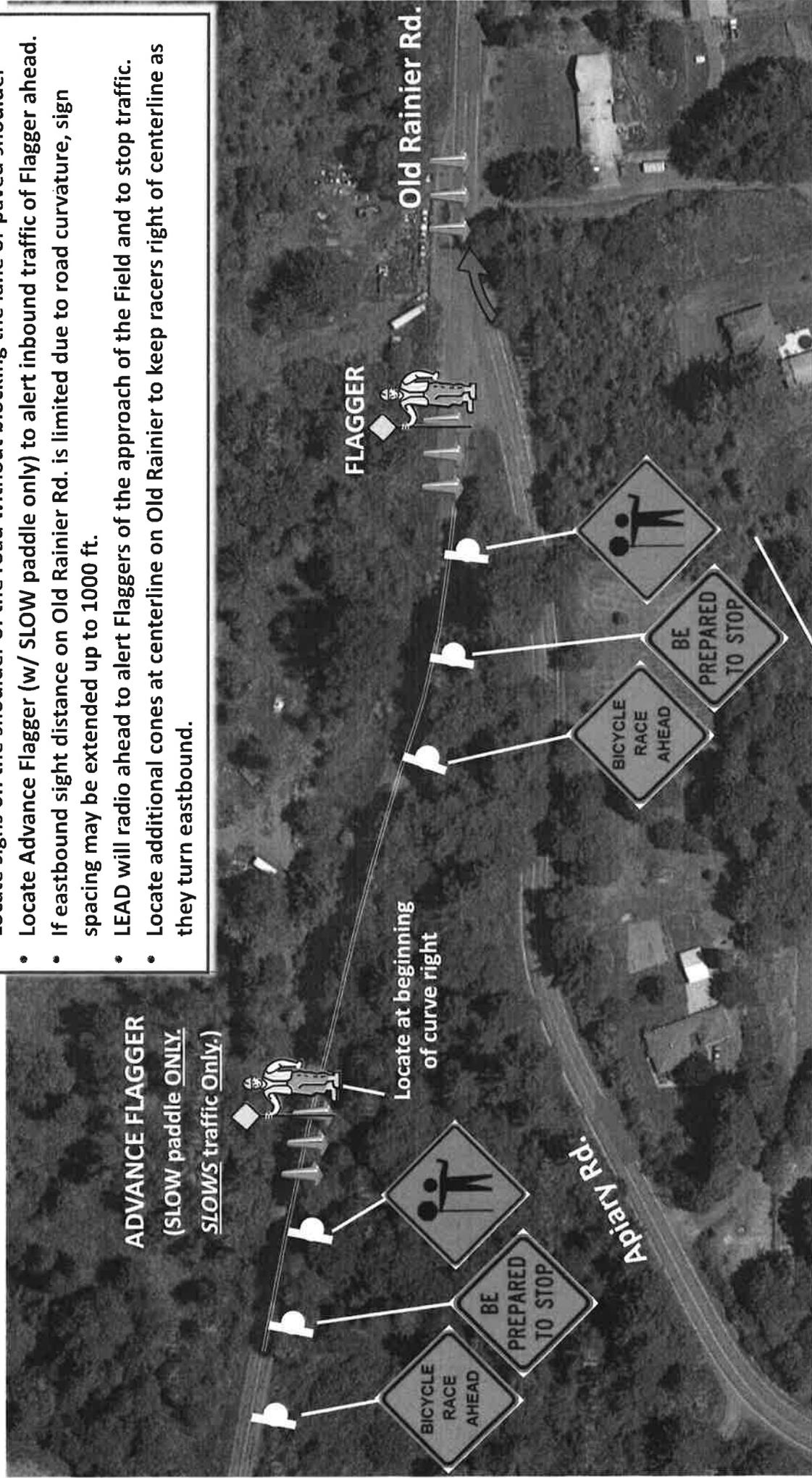


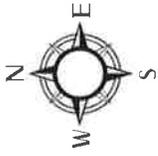


K – Apiary Rd. @ Old Rainier Rd.

GENERAL NOTES:

- Locate signs on the shoulder of the road without blocking the lane or paved shoulder
- Locate Advance Flagger (w/ SLOW paddle only) to alert inbound traffic of Flagger ahead.
- If eastbound sight distance on Old Rainier Rd. is limited due to road curvature, sign spacing may be extended up to 1000 ft.
- LEAD will radio ahead to alert Flaggers of the approach of the Field and to stop traffic.
- Locate additional cones at centerline on Old Rainier to keep racers right of centerline as they turn eastbound.

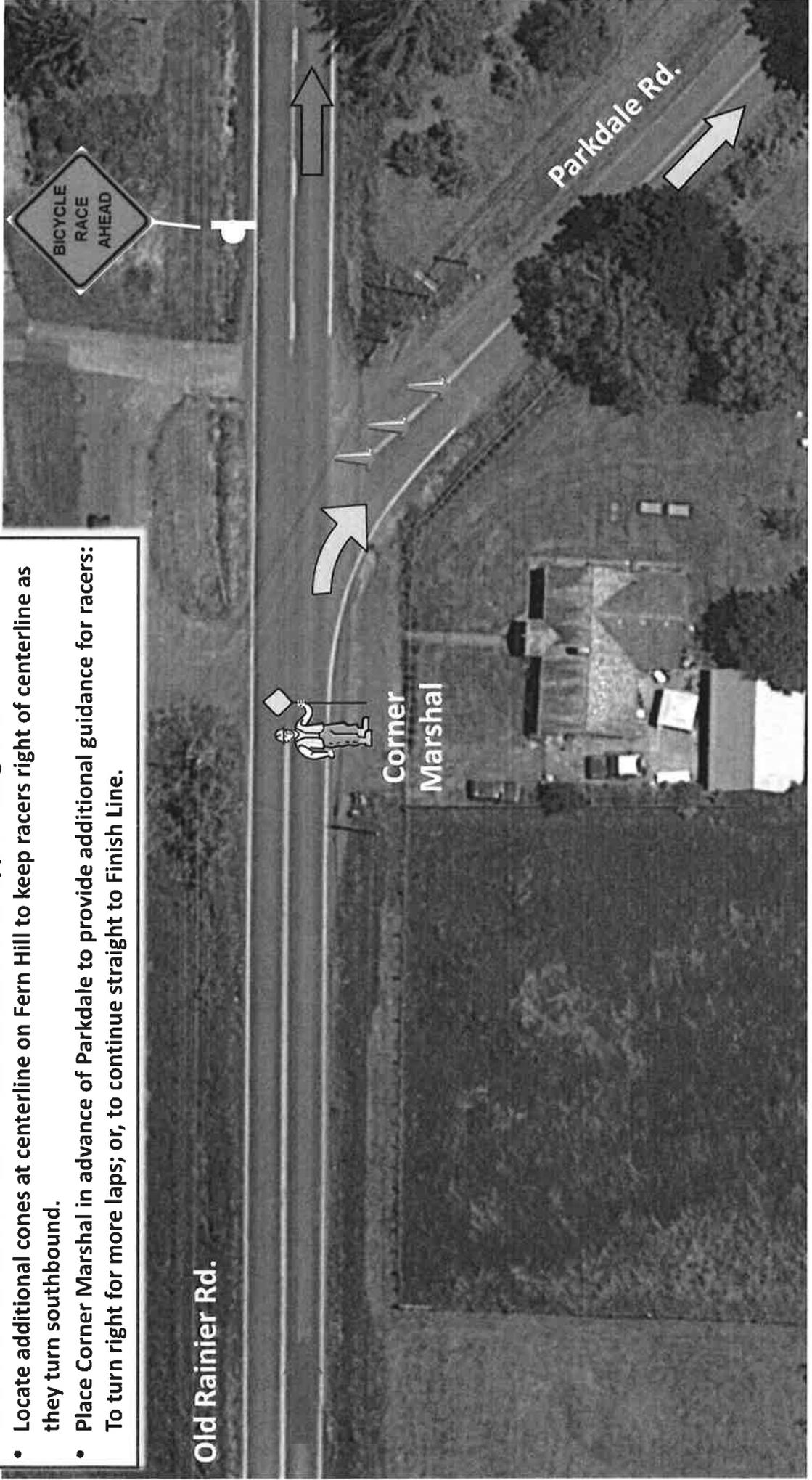




L – Old Rainier Rd. @ Parkdale Rd.

GENERAL NOTES:

- Locate signs on the shoulder of the road without blocking the lane or paved shoulder
- LEAD will radio ahead to alert Corner Marshal of the approaching Field.
- Locate additional cones at centerline on Fern Hill to keep racers right of centerline as they turn southbound.
- Place Corner Marshal in advance of Parkdale to provide additional guidance for racers: To turn right for more laps; or, to continue straight to Finish Line.



Traffic Control Device Quantities

LOCATION	SIGNS						CONES 	STOP/ SLOW Paddles	FLAGGERS	Corner Marshals
										
START / FINISH LINE AREA	1	1	1				3	1	1	
A - Old Rainier @ Larson	4	4	4				12	4	4	
B - Larson @ Parkdale	3	3	3				9	3	3	
C - Parkdale @ Townsend	1	1	1				6	1	1	
D - Townsend @ Doan	1	1	1				6	1	1	
E - Doan @ Ferncrest	2	2	2				6	2	2	
F - Ferncrest @ Fern Hill	2	1	1				6	1	1	1
G - Fern Hill @ Beaver Springs	1					1				
H - Fern Hill @ Skeans/Lentz	2									
I - Fern Hill @ Apiary	1	1	1				6	1	1	
J - Apiary @ Pellham Hill	1									
K - Apiary @ Old Rainier	2	2	2				9	2	2	
L - Old Rainier @ Parkdale	1						3			1
Contingency Devices (10-20%)	4	2	2				20	2		
TOTALS:	26	18	18	1	1	1	86	18	16	2

* Corner Marshals may be used in place of, "RACE COURSE" signs at these intersections.

**STATE OF OREGON
OREGON EMERGENCY MANAGEMENT**

HAZARD MITIGATION GRANT PROGRAM CONTRACT DR-1733-OR

CONTRACT FUNDING ADDENDUM 2– Management Costs

1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the Oregon Military Department, Office of Emergency Management, hereinafter referred to as Grantee and **Columbia County** hereinafter referred to as the Subgrantee and is an addendum to the contract dated October 21, 2008.

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by the Grantee. Under the authority of Presidential Major Disaster Declaration FEMA DR-1733-OR, the Grantee is reimbursing the Subgrantee for those eligible project costs and activities necessary for the implementation of Hazard Mitigation Project sub-grants to include the **Columbia County – Vernonia Hazard Mitigation Project** initially dated **January 2008** and as described in subsequent application materials submitted to Grantee.

3.0 MANAGEMENT COSTS

This contract addendum authorizes *additional* federal funding for grants management activities. Funding is authorized by 44 CFR Part 207 to assist the subgrantee in the administration of the sub-grants. A description of activities, personnel requirements, and other costs for which the subgrantee may use this management cost funding provided under this addendum are described in §207.6. The subgrantee shall document personnel time and related eligible expenses for grants management in accordance with §207.8(f). The federal funding is provided at 100% share with no non-federal matching requirements.

4.0 FUNDING and PAYMENTS

The total amount of funding authorized by this contract addendum is **\$40,653.51** which is the 100% share amount. This amount is over and above funding authorized for project implementation activities and does not count against the project budget.

5.0 REIMBURSEMENT REQUESTS

There are no changes to the procedures for the subgrantee requesting reimbursement of these management costs; the standard HMGP Reimbursement Request Form shall be used.

IN WITNESS WHEREOF, the Grantee and the Subgrantee have executed this Agreement as of the date and year written below.

Governor’s Authorized Representative
Office of Emergency Management
Sean McCormick

Authorized Agent Signature - Subgrantee
Printed Name: Jennifer Cuellar
Title: Finance Director

DATE: _____

DATE: _____

Oregon Emergency Management
P.O Box 14370
Salem, OR 97309-5062

Subgrantee: Columbia County

Federal Tax ID No. (TIN): 93-6002288
Organization: Columbia County
Address: 230 Strand
St Helens, OR 97051
Phone: 503-397-4322

CFDA: 97.039

HMGP1733.0002, NEMIS Amendment-2 #SMC

r:\disaster\dr1733\mitigation\hmgp\columbia_co\nemis_excel_contracts_reimburse_demo_cat\colco_smc-related\colco-vern_contract_addendum_no smc2_dr-1733 0002_vdjs.doc