BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, November 25, 2015
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, November 4, 2015 Board meeting;
- Minutes, November 4, 2015 Staff meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

MATTERS:

1) Deliberations on proposed Ordinance No. 2015-4, "In the Matter of Amending the Columbia County Zoning Ordinance to Establish Regulations for Marijuana Related Land Uses".

CONSENT AGENDA:

(A) Ratify the Select to Pay for week of 11/9/15; 11/16/15; 11/23/15.

(B) Ratify approval for Columbia County to co-sponsor the Holiday Hope Program for 2015.

(C) Approve Updated Columbia County Safety Charter.

(D) Approve 2015 (New Ownership) Liquor License for Alston Country Store & Video.

(E) Approve request to refund the Minor Partition Application fee of $1,348 to Evenson Logging Company - application pulled.

(F) Reappoint Linda Salle' to the Columbia County Parks Advisory for a (4) year term.

(G) Appoint Greg Johnson as Industry member and Kirk Johnson as Industry Alternate member to the Solid Waste Advisory Committee.

(H) Reappoint Dan Garrison to the Columbia County Budget Committee.

(I) Reappoint Ernie Martin and Mike Sheehan to the Solid Waste Advisory Committee.

(J) Escrow Instructions for Hermo Road Funds Held.

(K) Order No. 52-2015, "In the Matter of the Petition by Quentin and Amy Frugia to Name a New Private Road off of Columbia River Highway near Warren, Oregon "Century Drive".

(L) Order No. 54-2015, "In the Matter of Amending the Rules and Regulations and Fee Schedule for Columbia County Forests, Parks, Beaches, Docks and Other Recreational Facilities Subject to Ordinance No. 94-9".

AGREEMENTS/CONTRACTS/AMENDMENTS:

(M) Personal Services Contract with Fidelis Professional Services, Inc. for Consulting and Management Services.

(N) Personal Services Contract with Sunrise Janitorial Services for 2015.

(O) Memorandum of Understanding with Columbia County RSVP and Emergency Management Volunteers and authorize Steve Pegram to sign.

(P) Development Agreement with Verizon Wireless for Removal of a Cellular Transmission Tower in Accordance with a Condition of Approval of Permit Nos. CU 15-10 and DR 15-5.

(Q) Public Road Event Permit and Indemnity Agreement for the 2015 Reindeer Run.

(R) Amendment #1 to the Personal Services Contract with ECONorthwest for Urban Renewal Administration.

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 Amending the Columbia County Zoning Ordinance to Establish Regulations for Marijuana-Related Land Uses	)))	ORDINANCE NO. 2015-4

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

SECTION 1. TITLE.

This Ordinance shall be known as Ordinance No. 2015-4.

SECTION 2. AUTHORITY.

This Ordinance is adopted pursuant to ORS 203.035, ORS 203.045, ORS 197.175, Chapter 615, Oregon Laws 2015.

SECTION 3. PURPOSE.

The purpose of this Ordinance is to establish land use regulations for the production, processing, wholesaling, dispensing and retailing of medical and recreational marijuana in the unincorporated areas of Columbia County.

SECTION 4. AMENDMENT AND AUTHORIZATION.

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

SECTION 5. FINDINGS.

The Board of County Commissioners adopts Findings of Fact and Conclusions of Law in the Staff Report to the Board of Commissioners, attached hereto as Exhibit B and incorporated herein by this reference.

SECTION 6. SEVERABILITY.

If for any reason any court of competent jurisdiction holds any portion of this Ordinance, including its attachments or any portion therein, to be invalid, and such holding is upheld on any

appeal, such portion shall be deemed a separate, distinct and independent portion. Any such holding shall not affect the validity of the remaining portions.

SECTION 7. SCRIVENER'S ERRORS

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

SECTION 8. EMERGENCY CLAUSE.

This Ordinance, being immediately necessary for the health, safety and welfare of the citizens of Columbia County, an emergency is declared to exist. This Ordinance shall therefore become effective upon adoption.

DATED this _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to Form

By:_____
Office of County Counsel

By:_____
Henry Heimuller, Chair

Recording Secretary

By:_____
Jan Greenhalgh, Recording Secretary

By:_____
Anthony Hyde, Commissioner

First Reading: _____
Second Reading: _____
Effective Date: _____

By:_____
Earl Fisher, Commissioner

EXHIBIT A

AMENDMENTS TO ZONING CODE
for Marijuana Land Uses

Added Text: **Bold**
Deleted Text: ~~**Bold Strikeout**~~

ARTICLE I – GENERAL DEFINITIONS

Section 100 GENERAL DEFINITIONS:

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

.16 Building Line: A horizontal line that coincides with the front side of the main building.

.17 Child Care Center: A facility that provides for the care of children, such as a day care center, nursery school, preschool, kindergarten, child play school, before- or after-school care, or child development center, and qualifies under one of the following:

A. Certified by the State of Oregon to care for thirteen (13) or more children;

B. Certified by the State of Oregon to care for twelve (12) or fewer children and located in a building constructed as other than a single family dwelling;

C. A preschool recorded program, as defined by ORS 329A.250(9); or

D. A school-age recorded program, as defined by ORS 329A.250(13).

~~.17~~ **.18** Commission: The Planning Commission of Columbia County, Oregon

... [Renumber the subsections which follow]

~~.29~~ **.30** Farm Use: The current employment of land for the primary purpose of obtaining a profit in money by raising, harvesting, and selling crops, or by the feeding, breeding, management, and sale of, or the produce of, livestock, poultry, fur-bearing animals or honeybees, or for dairying and the sale of dairy products, or any other agricultural or horticultural use or animal husbandry, or any combination thereof and includes the preparation and storage of products raised on such land for human use and animal use and disposal by marketing or otherwise. **Marijuana is a crop for the purposes of farm use as defined by ORS 215.203.**

~~.30~~ **.31** Fence, Sight Obscuring: A fence, consisting of wood, metal or masonry, or an evergreen hedge or other evergreen planting, arranged in such a way as to obstruct vision.

.... [Renumber the subsections which follow]

.45 **Home Occupation: An accessory non-residential use conducted within or administered from a portion of a dwelling or its permitted accessory building pursuant to ORS 215.448, except marijuana growing or producing, which is otherwise regulated as a farm use and the processing, wholesaling, dispensing or retailing of marijuana in conjunction with a dwelling.**

~~.44~~ **.46** Horticulture: The cultivation of plants, garden crops, trees and/or nursery stock.

[Renumber the subsections which follow]

....

.62 **Marijuana: The plant cannabis family *cannabaceae*, any part of the plant cannabis family *cannabaceae* and the seeds of the plant cannabis family *cannabaceae*. Marijuana does not include industrial hemp as defined in ORS 571.300.**

A. **Marijuana Growing or Producing: The manufacture, planting, cultivation, growing, trimming or harvesting of marijuana or the drying of marijuana leaves and flowers at a location registered under ORS 475.304 where medical marijuana is produced for use by an Oregon Health Authority (OHA) registry identification cardholder or produced by a marijuana producer issued a production license by the Oregon Liquor Control Commission (OLCC). It does not include the drying of marijuana by a marijuana processor, if the marijuana processor is not otherwise producing marijuana; or the cultivation and growing of an immature plant by a marijuana processor, marijuana wholesaler or marijuana retailer, if the marijuana was purchased or otherwise received from a marijuana producer.**

B. **Marijuana Processing: The processing, compounding or conversion of marijuana into cannabinoid products, cannabinoid concentrates or cannbinoid extracts at a marijuana processing site registered with the OHA or licensed by the OLCC. Processing does not include packaging or labeling.**

C. **Marijuana Wholesaling: The purchasing of marijuana items in**

Oregon for resale to a person other than a consumer at a site licensed by the OLCC.

D. Marijuana Retailing: The selling of marijuana items to a consumer at a site registered as a marijuana dispensary by the OHA or licensed as a retail location by the OLCC.

~~.60~~ **.63** May: as Used in this Ordinance, May Is Permissive and Shall Is Mandatory.

[Renumber the subsections which follow]

....

Section 300 PRIMARY AGRICULTURE USE ZONE - 80 PA-80

302 Definitions. For purposes of the PA-80 Zone, the definitions in ORS 215.203, the Statewide Planning Goals, OAR Chapter 660 and the following definitions apply:

....

.7 "Farm use" as defined in ORS 215.203 **including marijuana growing or producing subject to standards in Section 1803.**

....

303 Table of Authorized Uses and Development. The following uses, activities and development are authorized in the Primary Agriculture Zone, subject to review and approval under applicable regulatory standards:

Key

HV	High-Value Farm Land
NHV	Other lands, not defined as High-Value Farm Land
P	Permitted
AR	Subject to administrative review and approval process described in Section 1601
CUP/PC	Subject to Planning Commission review and approval for Conditional Use described in Section 1503
NP	Use not permitted

Note: The CCZO Section Column below lists only subsections of authorization and specific criteria of this PA Zone. Other criteria of this ordinance may apply to a proposed use, including but not limited to site design review, conditional use permit review, special use standards, and overlay zoning.

TABLE OF AUTHORIZED USES & DEVELOPMENT

RESOURCE USES	*HV	*NHV	PA-80 SECTION
Farm Use as Defined in ORS 215.203 **subject to standards in Section 1803.**	P	P	304.1
Use and Management of Forest Lands	P	P	304.2

TABLE OF AUTHORIZED USES & DEVELOPMENT			
Farm and Forest Accessory Structures	P	P	304.3
Forest Product Primary Processing Facility	AR	AR	305.19, 307, 308
Wetland Creation/Restoration and Enhancement; Fish & Wildlife Habitat Projs.	P	P	304.4
Aquaculture and Insect Cultivation	AR	AR	305.20 307
RESIDENTIAL	HV	NHV	PA - 80 SECTION
New Dwelling in conjunction with a marijuana crop	**NP**	**NP**	
Farm Dwelling	AR	AR	305.1, .2, .3, .4, 307, 308
Family Farm Help Dwelling	AR	AR	305.8, 307, 308
Lot of Record Dwelling – High Value Farmland – Not High Value Farmland	AR NA	NA AR	305.5, 307, 308 305.6, 307, 308
Nonfarm Dwelling	NP	AR	305.7, 307, 308
Replacement Dwelling	AR	AR	305.9, 307, 308
Replacement of Historic Dwelling	AR	AR	305.10, 307, 308
Temporary Medical Hardship Manufactured Home	AR	AR	305.12, 307, 308
Accessory Farm Dwelling(s)	AR	AR	305.11, 307, 308
Residential Care/Training/Foster Home or Facility	AR	AR	305.13, 307, 308
Dwellings provided for in ORS 215.799 for wildlife habitat land	AR	AR	305.14, 307, 308
COMMERCIAL	HV	NHV	PA - 80 SECTION
Farm Stands **except when used in conjunction with a marijuana crop**	AR	AR	305.18, 307, 308
Facilities for the processing of farm crops ~~**and related commercial activities**~~ or for the production of biofuel as defined in ORS 315.141 that are not permitted under ORS 215.203(2)(b)(L) or ORS 215.283 (1)(u)	AR	AR	305.22, 307, 308
Home Occupations Type I - Type II -	AR CUP/PC	AR CUP/PC	305.21, 307, 308, 306.1, 307, 308,
Kennels	NP	CUP/PC	306.2, 308
Training and Stabling Horses for Profit	P	P	304.1
Destination Resort	NP	CUP/PC	306.3, 307, 308

TABLE OF AUTHORIZED USES & DEVELOPMENT			
Commercial activities that are in conjunction with a farm use and not otherwise permitted under Section 305.22, except commercial activities carried on in conjunction with a marijuana crop.	**CUP**	**CUP/PC**	**306.4**
Winery	AR	AR	305.24, 307
Landscaping Business in conjunction with a Nursery	AR	AR	305.23, 307, 308

....

304 Permitted Uses. The following specific development and uses are permitted in the PA-80 Zone and are subject to compliance with the procedures and criteria under Section 308 Development Standards, the prescriptive standards specified herein, and other applicable state. federal, and local regulations.

.1 Farm use as defined by ORS 215.203(2) **including marijuana growing and producing subject to standards in section 1803**;

.2 Propagation or harvesting of a forest products;

.3 Accessory buildings and structures related to the use and management of farm uses. Roadside stands selling farm products produced on property owned or leased for farm use by the owner of the property on which the roadside stand is located **except when used in conjunction with a marijuana crop**;

....

305 Administrative Review. The following uses are permitted, subject to review and approval under the prescriptive standards specified herein, in Sections 307, 308, & 1550 and as may otherwise be **noted in this section and** indicated by federal, state and local regulations and permits.

SINGLE FAMILY RESIDENCES – 305 AR

The following single family residences may be allowed except for new dwellings used in conjunction with a marijuana crop:

.1 Dwelling for the Farm Operator on High Value Farmland. A farm dwelling may be authorized on a tract of land classified as High Value Farmland where the tract meets the following criteria

....

COMMERCIAL RESOURCE RELATED USES – 305 AR

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.18 Farm Stand. Structures that are designed and used for the sale of farm

crops **except when used in conjunction with a marijuana crop** and livestock grown on farms in the local agricultural area may be allowed, including the retail sale of incidental items and fee based activity to promote the sale of farm crops or livestock sold at the stand. Together, these accessory items may account for no more than 25% of the total annual sales of the farm stand. Farm stands do not include structures designed for residential occupancy or to accommodate activities other than the sale of farm crops and livestock, nor do they include processing of farm crops, or structures for banquets, public gatherings or entertainment. Farm crops or livestock includes both fresh and processed farm crops and livestock grown on the farm operation or grown on other farm operations in the local agricultural area. Processed crops and livestock includes jams, syrups, apple cider, animal products and other similar farm crops and livestock that have been processed and converted into another product but not prepared food items. Local agricultural area includes adjacent counties bordering the property on which the farm stand is located and include adjacent counties in the State of Washington that border the farm stand(s).

....

21 Type I Home Occupations, as defined by and subject to the applicable provisions in Sections 307, 308 and 1507. **Home Occupations do not include commercial activities carried on in conjunction with a marijuana crop.**

.22 **A facility for the processing of farm crops or for the production of biofuel, as defined in ORS 315.141 (biomass production or collection), if the facility is located on a farm operation that provides at least one-quarter of the farm crops processed at the facility, or an establishment for the slaughter, processing or selling of poultry or poultry products pursuant to ORS 603.038 (licensing exemption for certain poultry processors). If a building is established or used for the processing facility or establishment, the farm operator may not devote more than 10,000 square feet of floor area to the processing facility or establishment, exclusive of the floor area designated for preparation, storage or other farm use. A processing facility or establishment must comply with all applicable siting standards but the standards may not be applied in a manner that prohibits the siting of the processing facility or establishment.**

.....

COMMERCIAL ACTIVITIES – 306 CUP

.1 Type II Home Occupations, as defined by and subject to Section 1507, may be allowed pursuant to Sections 307, 308 and 1503 with an associated public hearing. **Home Occupations doe not include commercial activities carried on in conjunction with a marijuana crop.**

....

.4 Commercial activities that are in conjunction with farm use except commercial activities carried on in conjunction with a marijuana crop

and not otherwise permitted under Section 305.22 require a conditional use permit pursuant to Section 1803.

.....

Section 400 FOREST/AGRICULTURE - 80 FA - 80

...

404 Permitted **and Conditional** Uses: Permitted and Conditional Uses, partitioning, and development standards will be determined by the Predominant Use Test described in Section 402 above. Notwithstanding the Predominant Use Test**,** **...**~~the rezoning and conversion of abandoned or diminished mill sites on farm or forest land to industrial uses pursuant to ORS 197.719. will be conditionally permitted subject to the applicable provisions of the Zoning Ordinance.~~
The following Permitted and Conditional Uses shall be reviewed, as follows:

...

.1 Uses Subject to Administrative Review. The following uses are permitted, subject to review and approval under prescriptive standards specified herein and as may otherwise be indicated by federal, state and local permits or regulations using the process in Section 1601:

A. Marijuana Growing or Producing subject to standards in Section 1803.

.2 Conditional Uses: The following uses shall be reviewed pursuant to Section 1803 and other applicable provisions of the Zoning Ordinance:

A. T~~t~~he rezoning and conversion of abandoned or diminished mill sites on farm or forest land to industrial uses pursuant to ORS 197.719. ~~will be conditionally permitted subject to the applicable provisions of the Zoning Ordinance~~

.....

Section 500 PRIMARY FOREST ZONE - 80 PF-80

....

502 Table of Authorized Uses & Development. The following uses, activities, and development are authorized in the Primary Forest Zone, subject to review and approval under applicable regulatory standards:

Key

P Permitted outright.
AR Subject to administrative review pursuant to Section 1601.
CUP/PC Subject to Planning Commission review and approval as a conditional use pursuant to

EXHIBIT A

Section 1503.

Note: The CCZO Section Column lists only subsections of authorization and specific criteria of this PF-80 zone. Other criteria may apply to a proposed use such as site design review, overlay zoning, special use standards, or conditional use permits.

TABLE OF AUTHORIZED USES & DEVELOPMENT		
RESOURCE USES	AUTHORIZATION	PF - 80 SECTION
Forest Operations and Practices	P	503.1
Physical Alterations of the Land Auxiliary to Forest Practices	P	503.4
Farm Use as defined in ORS 215.203 **except Marijuana Growing and Producing**	P	503.2
Marijuana Growing and Producing subject to standards in Section 1803	**AR**	**505.18**
Soil, Air and Water Conservation Activities	P	503.5

....

503 Permitted Uses. The following uses are permitted in the Primary Forest Zone:

.1 Forest operations or forest practices including, but not limited to, reforestation of forest land, road construction and maintenance, harvesting of forest tree species, application of chemicals, and disposal of slash.

.2 Farm Uses as defined by ORS 215.203 **except marijuana growing and producing.**

....

504 Uses Subject to Administrative Review. The following uses are permitted, subject to review and approval under prescriptive standards specified herein and as may otherwise be indicated by federal, state and local permits or regulations using the process contained in Section 1601. All authorized dwellings and permanent structures shall meet the standards listed in Sections 506, 507, 508, 509 and 510 of this Ordinance.

....

.16 Marijuana growing and producing subject to standards in Section 1803.

....

Section 600 RURAL RESIDENTIAL - 5 RR-5

....

602 Permitted Uses:

.1 Single family detached dwellings.

.2 Farm use as defined in ORS 215.203(2) **except marijuana growing and**

producing.

~~603 Uses Subject to Administrative Review. The following uses are permitted, subject to review and approval under prescriptive standards specified herein and as may otherwise be indicated by federal, state and local permits or regulations using the process contained in Section 1601.~~

603 ~~604~~ Conditional Uses:

....

.6 Marijuana growing and producing within an enclosed structure subject to standards in Section 1803.

[Renumber the subsections which follow]

Section 620 RURAL RESIDENTIAL - 2 RR-2

....

622 Permitted Uses:

.1 Single family detached dwellings.

.2 Farm use as defined in ORS 215.203(2) **except marijuana growing and producing.**

~~623 Uses Subject to Administrative Review. The following uses are permitted, subject to review and approval under prescriptive standards specified herein and as may otherwise be indicated by federal, state and local permits or regulations using the process contained in Section 1601.~~

623 ~~624~~ Conditional Uses:

....

[Renumber the subsections which follow]

Section 650 RURAL COMMUNITY RC

....

652 Permitted Uses:

.1 Single family detached dwellings.

.2 Farm use as defined by ORS 215.203(2) **except marijuana growing and producing.**

653 Conditional Uses: The following uses may be approved in accordance with the conditions noted for each use:

....

.6 The following small-scale, low-impact commercial and industrial uses may

be approved if the proposed use has been determined to be necessary for the continuation of the Rural Community and its surrounding environs, and if approved by the Planning Commission according to Section 1550, Design Review Standards. See Sections 654.8 and 654.9 for area limitations of commercial and industrial uses permitted in the RC zone

....

B. General retail trades, including groceries, bakeries, hardware stores, seed and feed stores, **marijuana retailing subject to standards in Section 1803** and similar uses.

....

J. Industrial uses necessary for the primary processing or manufacture of locally available natural resources, such as timber, minerals and agricultural produce, as per OAR 660-**0**04-022**0**(3)(a) **except marijuana processing and wholesaling.**

.9 Marijuana growing and producing within an enclosed structure subject to standards in Section 1803.

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Section 670 EXISTING COMMERCIAL EC

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673 <u>Uses Subject to Administrative Review</u>. The following uses are permitted, subject to review and approval under prescriptive standards specified herein and as may otherwise be indicated by federal, state and local permits or regulations using the process contained in Section 1601.

.1 **Marijuana retailing subject to standards in Section 1803.**

...

~~673~~ 674 <u>Conditional Uses</u>:

....

~~674~~ 675 <u>Standards</u>:

.1 The minimum lot or parcel size for uses permitted under Sections 672**, 673** and 67~~3~~**4** shall be 5 acres.

.2 The minimum lot or parcel size for uses permitted under Sections 672**, 673** and 67~~3~~**4** shall be 2 acres when it can be shown that:

...

~~675~~ 676 <u>Lots of Record</u>: Lots or parcels lawfully created by a subdivision plat, or by a deed or sales contract, and of record in the County Clerk's office, shall be eligible to receive a building permit for any use permitted by Sections 672**, 673** and 67~~3~~**4**, if such permit would have been issued otherwise but for the lot or parcel width, depth, or area, but subject to all other regulations of this zone.

[Renumber the subsections which follow]

Section 680 RESOURCE INDUSTRIAL - PLANNED DEVELOPMENT RIPD

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682 Permitted Uses:

.1 Farm use as defined by Subsection 2 of ORS 215.203 **except marijuana growing and producing.**

683 Uses Permitted Under Prescribed Conditions: The following uses may be permitted subject to the conditions imposed for each use:

....

.5 Home occupations consistent with ORS 215.448. **Home occupations do not include commercial activities carried on in conjunction with a marijuana crop.**

....

684 PROHIBITED USES:

.1 Marijuana growing and producing.

....

~~684~~ **685** Standards:

[Renumber the subsections which follow]

Section 800 HIGHWAY COMMERCIAL C - 5

....

802 Permitted Uses:

....

.10 Retail trade establishment such as a food store, drug store, or gift shop **except marijuana retailing.**

....

803 ~~Uses Permitted Under Prescribed Conditions:~~
Uses Subject to Administrative Review. The following uses are permitted, subject to review and approval under prescriptive standards specified herein and as may otherwise be indicated by federal, state and local permits or regulations using the process in Section 1601.

....

.3 Marijuana retailing subject to standards in Section 1803.

....

804 Conditional Uses

.1 Greenhouses **except for the growing or producing of marijuana;**

....

Section 810 NEIGHBORHOOD COMMERCIAL C - 4

....

812 Permitted Uses:

....

.6 Drug Store **except marijuana retailing**

....

815 Prohibited Uses:

.1 Marijuana retailing

~~**815**~~ **816** Standards:

[Renumber the subsections which follow]

Section 820 GENERAL COMMERCIAL C - 3

....

822 Permitted Uses:

....

.16 Retail trade establishment such as food store, drug store, gift shop, hardware store, and furniture store **except marijuana retailing.**

823 ~~**Uses Permitted Under Prescribed Conditions**~~:
Uses Subject to Administrative Review. The following uses are permitted, subject to review and approval under prescriptive standards specified herein and as may otherwise be indicated by federal, state and local permits or regulations using the process in Section 1601.

....

.3 Marijuana retailing subject to standards in Section 1803.

...

Section 830 MARINE COMMERCIAL C - 2

....

832 Permitted Uses:

....

.5 Retail sale of sporting goods, groceries, or similar commodities **except marijuana retailing.**

....

835 Prohibited Uses:

.1 Marijuana retailing

....

~~835~~ **836** Standards

....

Section 910 INDUSTRIAL PARK M - 3

....

913 **Uses Subject to Administrative Review. The following uses are permitted, subject to review and approval under prescriptive standards specified herein and as may otherwise be indicated by federal, state and local permits or regulations using the process in Section 1601.**

.1 Marijuana growing and producing within an enclosed building subject to standards in Section 1803.

.2 Marijuana processing and wholesaling subject to standards in Section 1803.

....

914 **Conditional Uses:**

.1 Marijuana retailing subject to standards in Section 1803.

~~913~~**915** Standards

....

Section 920 LIGHT INDUSTRIAL M - 2

....

923 **Uses Subject to Administrative Review. The following uses are permitted, subject to review and approval under prescriptive standards specified herein and as may otherwise be indicated by federal, state and local permits or regulations using the process in Section 1601.**

.1 Marijuana growing and producing within an enclosed building subject to standards in Section 1803.

.2 Marijuana processing and wholesaling subject to standards in Section 1803.

....

~~923~~ **924** Conditional Uses:

.1 Kennels, subject to standards contained in Section 1802.

.2 Marijuana retailing subject to standards in Section 1803.

[Renumber the subsections which follow]

Section 930 HEAVY INDUSTRIAL M - 1

....

933 <u>Uses Subject to Administrative Review</u>. The following uses are permitted, subject to review and approval under prescriptive standards specified herein and as may otherwise be indicated by federal, state and local permits or regulations using the process in Section 1601.

.1 Marijuana growing and producing within an enclosed building subject to standards in Section 1803.

.2 Marijuana processing and wholesaling subject to standards in Section 1803.

....

~~933~~ 934 <u>Conditional Uses</u>:

.1 Kennels, subject to standards contained in Section 1802.

.2 Marijuana retailing subject to standards in Section 1803.

[Renumber the subsections which follow]

Section 940 AIRPORT INDUSTRIAL AI

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942 <u>Uses Permitted Outright</u>:

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.10 Farm uses **except marijuana growing and producing.**

....

Section 1040 SURFACE MINING SM

....

1042 <u>Permitted Uses</u>: The following uses shall be permitted subject to compliance with Section 1044 and all other applicable rules, standards, or statutes governing such uses, including the Columbia County Comprehensive Plan, the Surface Mining and Land Reclamation Ordinance, the Zoning Ordinance of Columbia County, and Oregon Department of Environmental Quality rules governing sewage disposal, air, and water quality:

....

.4 Agricultural practices **except marijuana growing and producing**.

....

Section 1800 SPECIAL USE STANDARDS

1801 GENERAL PROVISIONS

Special uses are those included in Section 1800. Due to their public convenience and necessity and their effect upon the surrounding area, these uses are subject to conditions and standards that differ from those required of other uses. Special uses shall be subject to the provisions of the section that regulates the specific use and the provisions of the zoning district in which the special use will be located. Special uses are permitted only when specified as a primary, accessory, or conditional use in the subject zoning district. Where a dimensional or development standard for a special use differs from that of the subject zoning district, the standard for the special use shall apply.

....

1803 MARIJUANA LAND USES

.1 State Issued Marijuana License or Registration Required. All marijuana land uses except for those not required to be licensed by the Oregon Liquor Control Commission (OLCC) or registered by the Oregon Health Authority (OHA), such as home grown or home made marijuana, shall provide to the Land Development Services Department document of the issuance of the applicable state issued marijuana license or registration at the time of application for a required land use permit. Applicants for recreational marijuana land uses including producing, processing, wholesaling, and retailing shall also show evidence of a completed County land use compatibility statement for the use for which the application is being submitted.

.2 Marijuana Growing or Producing Uses. The following standards shall apply to marijuana growing or producing uses:

A. Co-location with a Dispensary. Medical grows may not be on the same site as a dispensary.

B. Within an Enclosed Building in Certain Zones. Growing and producing must be within an enclosed building in the RR-5, RC, M-3, M-2 and M-1 zones. For the purposes of growing and producing, an enclosed building includes an enclosed greenhouse.

C. Additional Setbacks for Indoor Grows in Certain Zones. In the FA-80, PF-80, and RR-5 zoning districts, minimum front, side and rear yard setbacks for buildings accommodating marijuana

growing and producing shall be increased by 50 feet.

D. <u>Additional Standards in the RR-5 Zone</u>.

1. Growing and producing uses shall be operated by a resident or employee of a resident of the property on which the uses are located.

2. The growing and producing use shall employ on the site no more than five full-time or part-time persons.

3. No more than one State issued growing or producing registration or licence is allowed for each parcel of record.

.3 <u>Marijuana Processing and Wholesaling Uses</u>. The following standards shall apply to marijuana processing and wholesaling uses:

A. <u>Within an Enclosed Building.</u> Marijuana processing and wholesaling uses in the M-3, M-2, and M-1 zones shall be within an enclosed building. For the purposes of processing and wholesaling, a greenhouse does not qualify as an enclosed building.

B. <u>Wholesaling and Extract Processing in Residential Zones</u>: Marijuana wholesaling and extract processing is prohibited in residential zoning districts.

.4 <u>Marijuana Dispensary and Retailing Uses:</u> The following standards shall apply to marijuana dispensary and retailing uses:

A. <u>Separation from Certain Uses</u>: Marijuana dispensary and retailing uses may not be located within 1,000 feet of a public elementary or secondary school, private or parochial elementary or secondary school, public park or child care center.

B. <u>Separation from Each Other</u>: Marijuana dispensary and retailing uses may not be located within 1,000 feet of another marijuana dispensary or retailing use.

C. <u>Prohibited in Residential Zoning Districts</u>: Marijuana dispensaries and retailing uses are prohibited in residential zoning districts.

EXHIBIT B

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COLUMBIA COUNTY BOARD OF COMMISSIONERS

Staff Report

October 16, 2015

Zoning Ordinance Text Amendments Marijuana Uses, Pertaining to Where, How and By What Standards They are Permitted

FILE NUMBER: TA 16-01

APPLICANT: Columbia County
Land Development Services

HEARING DATE: October 5, 2015

REQUEST: To amend the following Sections of the Columbia County Zoning Ordinance to specify marijuana uses that are allowed, in which zoning districts, by what review process and according to what standards:

Section 100	General Definitions	
Section 300	Primary Agriculture Use Zone-80-	PA-80
Section 400	Forest/Agriculture-80	FA-80
Section 500	Primary Forest Zone-80	PF-80
Section 600	Rural Residential - 5	RR-5
Section 620	Rural Residential - 2	RR-2
Section 650	Rural Community	RC
Section 670	Existing Commercial	EC
Section 680	Resource Industrial-Planned Development	RIPD
Section 800	Highway Commercial	C-5
Section 820	General Commercial	C-3
Section 830	Marine Commercial	C-2
Section 910	Industrial Park	M-3
Section 920	Light Industrial	M-2
Section 930	Heavy Industrial	M-1
Section 941	Airport Industrial	AI
Section 1040	Surface Mining	SM
Section 1803	New Section - Special Use Standards-Marijuana Uses	

APPLICABLE REVIEW CRITERIA: **Pages**

Notification Requirements

Columbia County Zoning Ordinance
Section 1606 - Legislative Hearing 7
Section 1611 - Notice of Legislative Hearing 7

Oregon Revised Statute
ORS 215.503 - Measure 56 Notice 8

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Review Criteria

Columbia County Zoning Ordinance

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Rural Development Districts 12

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OAR 660-006-0025	Uses Authorized in Forest Zones	24
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Comments Received See **Attachment 4**

BACKGROUND & SUMMARY:

Legalization of Marijuana in Oregon/County Moratoria on Siting of Marijuana Uses

On November. 3, 1998, Oregon voters approved Oregon Medical Marijuana Act(OMMA), Ballot Measure 67. (Oregon Revised Statutes 475.300 et seq). The result of the "yes" vote allowed medical use of marijuana in Oregon within specified limits. It also established a state-controlled permit system. In December 1998, the Oregon Legislature passed Measure 67 into law. The OMMA provides legal protections for qualified patients; requires a physician-written statement of the patient's qualifying debilitating medical condition and allows for a caregiver to provide assistance. In 2013, HB 3460 was enacted which allowed for medical dispensaries. Medical marijuana grows, processors and dispensaries must be registered and licensed by the Oregon Health Authority(OHA) who was charged with administration of the OMMA

In March 2014, by SB 1531-C, the Oregon legislature approved amendments to the OMMA allowing the County to adopt a temporary moratorium on the operation of medical marijuana dispensaries.
On April 9, 2014, by Ordinance 2014-5, the County adopted a moratorium on new or expanded medical marijuana dispensaries until May 1, 2015.

On November 4, 2014, Oregon voters approved the Oregon Legalized Marijuana Initiative, Measure 91(Section 5, Chapter 1, Oregon Laws 2015) legalizing recreational marijuana for people ages 21 and older, allowing adults over this age to possess up to eight ounces of "dried" marijuana and up to four plants. Additionally, the measure tasked the Oregon Liquor Control Commission(OLCC) with regulating the retail production, processing, wholesaling and retailing of recreational marijuana. Generally speaking, Measure 91 is to go into effect in two stages: (1) in July 2015 for personal use and growing, (2) in October 2015 for temporary "early start" recreational marijuana sales of excess medical marijuana product from medical marijuana dispensaries; and (3) on January 4, 2016 for licensing to produce and sell. The OLCC is currently developing rules to implement Measure 91, and those rules will likely be adopted before January 4, 2016.

On April 29, 2015, by Ordinance 2015-3, Columbia County expanded and extended the first moratorium on medical marijuana dispensaries to include new or expanded outdoor areas used for growing medical or recreational marijuana and any facility that dispenses marijuana pursuant to ORS 475.314 or any other provision of Oregon law in unincorporated Columbia County until August 24, 2015. The County based its decision to adopt this extended and expanded moratorium on the finding that additional time is needed for the County to develop local land use regulations governing both medical and recreational uses which take into consideration and incorporate pending State Legislative amendments to the OMMA and Measure 91 as well as yet to be developed rules for recreational marijuana to be promulgated by the OLCC. Ordinance 2015-3 anticipated that a six months extension would be necessary to complete the public hearing and adoption process for new County marijuana use amendments to the Zoning Ordinance or until February 2016 .

On June 24, 2015, the Oregon State House of Representatives and on June 30, 2015, the Oregon State Senate, passed an omnibus bill(House Bill 3400A) which substantially amended both the Oregon Medical Marijuana Act and Measure 91, the recreational marijuana law. The law has since been signed into law by the Governor.

On August 25, 2015, after a public hearing, by Board Order 44- 2015, Columbia County extended the moratorium imposed by Ordinance 2015-5 until February 27, 2016 to allow additional time to complete the required public hearing process to consider draft Columbia County Zoning Ordinance amendments governing marijuana uses. In September 2015 LUBA invalidated the County's moratorium ordinance on appeal by Ken Kovash a local medical marijuana grower finding the County failed to demonstrate a compelling need.

County Regulation of Marijuana Uses

Presently, the Columbia County Zoning Ordinance neither references nor specifically regulates marijuana growing, processing, wholesaling or dispensing/retailing facilities. However, these marijuana land uses may have unique impacts as evidenced by the special regulatory framework established by the State. Although State law governing medical and recreational marijuana uses provides for the registration and/or licensing of marijuana uses and sets some restrictions on the location of such uses, the ultimate authorization for the siting of marijuana uses rests with the County.

Proposed Zoning Ordinance amendments must prescribe in which zoning districts marijuana uses may be located in unincorporated Columbia County, by what review process and according to what standards. For the purposes of these amendments, marijuana uses include the following:

> **"Marijuana"** as defined by Section 5, Chapter 1, Oregon Laws 2015 (14)(a) &(b) and ORS 475.302(11)(a) &(b).
>
> **Medical Marijuana**: Medical marijuana uses licensed by the Oregon Health Authority(OHA) including:
>
> **Growing** as defined in ORS 475.302(12) & (20)
> **Processing** as defined in ORS 475.302(13) & (19)
> **Dispensaries** defined in ORS 475.302(16).
>
> **Recreational Marijuana**: Recreational marijuana uses licensed by the Oregon Liquor Control Commission(OLCC) including:
>
> **Production** as defined by Section 5, Chapter 1, Oregon Laws 2015 (26)(a).
> **Processing** as defined by Section 5, Chapter 1, Oregon Laws 2015 (25)(a) & (b).
> **Wholesaling**
> **Retailing**

As a part of the proposed amendments to the Columbia County Zoning Ordinance contained in **Attachment 1**, State definitions related to marijuana land uses have been added to Section 100 "General Definitions".

Oregon Revised Statutes (ORS) 215.050, allows Columbia County to revise the County's Zoning Ordinance in order to implement the adopted County Comprehensive Plan. The primary objectives of the Comprehensive Plan are to 1) "prevent or minimize conflicts between incompatible land use activities," 2) provide a source of information describing the condition and characteristics of the County," 3) "provide an objective basis for public and private land use decisions," and 4) "provide a better understanding of specific actions, programs and regulations which may affect the public." Proposed amendments will support Comprehensive Plan objectives as they establish clear regulations specific to marijuana uses, alleviating issues of incompatibility and confusion for the public. Therefore, the County must decide how it will proceed with siting of marijuana uses authorized by the State consistent with the Comprehensive Plan as well as other applicable Zoning Ordinance provisions not being considered for amendment. The County has proceeded with the process of drafting amendments to its Zoning Ordinance addressing marijuana uses according to the legislative process prescribed by the Comprehensive Plan and Zoning Ordinance.

Marijuana Advisory Committee

As a first step in the development of Zoning Ordinance amendments and to study the issues surrounding marijuana uses, the Board directed Staff to solicit interested persons to serve on a Marijuana Advisory Committee to provide information and advice to Staff in drafting marijuana use amendments. Twelve citizens representing various perspectives on the issue met on June 4, June 11 and June 25 to systematically review how the current Zoning Ordinance would regulate marijuana uses and options for amendments to the Zoning Ordinance to accommodate such uses(see Roster and Meeting Notes in **Attachment 3**).The Committee had broad based ideologic differences, with member opinions reflecting two distinct groups: those affiliated with or served by the marijuana industry uses and those not affiliated with marijuana uses. For this reason, it was not the intention of the group to reach a consensus on specific written changes to the Zoning Ordinance, but rather to provide Staff with a discussion of issues, options and relevant information helpful in drafting of the proposed amendments.

Planning Commission Review:
The Planning Commission received oral testimony from twenty persons at a public hearing on October 5, 2015. Written testimony to date has been provided to the Board as a part of the record of the proceedings. The Planning Commission deliberated on October 12, 2015 and recommended the proposed amendments in **Attachment 1** choosing to modify the initial staff recommended amendments relating to the review process in several zones, setbacks for indoor and outdoor grows and the prohibition of marijuana grows in the RR-2 zoning district. Planning Commission meeting minutes are in Attachment 2.

A new Section, "1803 Marijuana Uses" within, Article IX (Special Use Standards) is proposed to be added to the Zoning Ordinance as part of this amendment. Section 1803 addresses State and local County standards specific to marijuana uses which are in addition to those applicable in individual zoning districts in which those uses are allowed. These standards incorporate State law requirements related to land use and add County reasonable time, place and manner regulations of the nuisance aspects of medical and recreational marijuana uses. Findings justifying the proposed additional County standards in terms of the need to address related potential adverse effects of marijuana uses are contained in the findings of this report.

A summary of State standards to be included in Section 1803 and proposed additional local special use standards are summarized in the **Table 1** below:

TABLE 1

PROPOSED SECTION 1803
SPECIAL USE STANDARDS FOR MARIJUANA USES

In addition to the standards of the Zoning District in which they are located, or any other applicable Zoning Ordinance standards, the following additional Special Use Standards apply to marijuana uses.

State Standard(County Must Comply): Small Case
PROPOSED COUNTY SPECIAL USE STANDARD: **ALL CAPS**

ALL MARIJUANA USES	
POTENTIAL ADVERSE IMPACT	STANDARDS IN ZONES IN WHICH THE USE IS ALLOWED
Unlicensed or Unregistered Marijuana Uses	**MUST PROVIDE DOCUMENTATION OF STATE LICENSE OR REGISTRATION AT TIME OF ANY REQUIRED APPLICATION FOR LAND USE APPROVAL.**
ALL RECREATIONAL MARIJUANA USES	
POTENTIAL ADVERSE IMPACT	STANDARDS IN ZONES IN WHICH THE USE IS ALLOWED
State Law: State Licensed Uses Not Compatible with County Plan or ordinance.	A land use compatibility statement(LUCS) must be completed for all recreational marijuana uses in all Zoning Districts in which they are permitted outright or by conditional use permit.
MARIJUANA GROWS/PRODUCTION	
POTENTIAL ADVERSE IMPACT	STANDARDS IN ZONES IN WHICH THE USE IS ALLOWED
State Law-Co-location W/grow	Medical Grow May Not Be on Same Site as a Dispensary.
State Law- Justification for Farm Dwelling	No new farm dwelling in conjunction with a marijuana use is allowed in the PA-80 Zoning District.**(Note: Included in PA-80 District Regulations Not Section 1803)**
State Law-Certain Commercial Marijuana Activities Prohibited	No commercial activities in conjunction with a marijuana crop including but not limited to farm stands except crop processing
Security Impacts on minors Odor Pollen	**MUST BE GROWN/PRODUCED WITHIN AN ENCLOSED BUILDING. MAY INCLUDE A GREENHOUSE. (Note: Included in Both Applicable Zoning District Regulations and in Section 1803. Not required in PA-80, FA-80 nor PF-80 zones).**
	MINIMUM FRONT, SIDE AND REAR SETBACKS IN RR-2, RR-5, PF-80, FA-80 ZONES FOR BUILDINGS HOUSING MARIJUANA GROWING AND PRODUCING USE SHALL BE INCREASED BY 50 FEET. (Note: additional setbacks not required in PA-80 zone.)
MARIJUANA PROCESSING/WHOLESALING	
POTENTIAL ADVERSE IMPACT	STANDARDS IN ZONES IN WHICH THE USE IS ALLOWED
State Law: Hazardous extraction processes	No marijuana extract processing in residential zones.
MARIJUANA DISPENSARIES/RETAIL STORES	
POTENTIAL ADVERSE IMPACT	STANDARDS IN ZONES IN WHICH THE USE IS ALLOWED
State Law-Co-location W/grow or Another Dispensary Concentration of Marijuana Uses	Medical Dispensary May Not Be on Same Site as Grow or a Site with Another Licensed Medical Marijuana Dispensary. Medical dispensary may not be closer than 1,000 feet of another medical dispensary. County may not require that a recreational retailing site be more than 1,000 feet from another recreational retailing site. **A MARIJUANA DISPENSARY OR RETAILING SITE MAY NOT BE WITHIN 1,000 FEET OF ANOTHER MARIJUANA DISPENSARY OR RETAILING SITE.**
State Law-Impacts on minors County Std: Add Child Care Centers	Medical Dispensary May Not Be Within 1000 Ft of Elementary, Secondary School or a Private or Parochial School. A Marijuana dispensary or **RETAILING** Site May Not Be Within 1000 Feet of an Elementary, Secondary School, a Private or Parochial School, **PUBLIC PARK OR CHILD CARE CENTER.**
State Law-Retail impacts on residential areas	Medical dispensaries are prohibited in residential zones

REVIEW CRITERIA AND FINDINGS:

EXHIBIT B

BEGINNING WITH SECTION 1600 OF THE ZONING ORDINANCE:

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

1606 Legislative Hearing: Requests to amend the text of the Zoning Ordinance or to change a large area of the Zoning Map of Columbia County in order to bring it into compliance with the Comprehensive Plan are legislative hearings. Legislative hearings shall be conducted in accordance with the following procedures:

.1 A legislative amendment to the Zoning Ordinance Text or Map may be initiated at the request of the Board of Commissioners, a majority of the Commission, or the Director, or any citizen of the County may petition the Commission for such a change.

.2 Notice of a Legislative Hearing shall be published at least twice, 1 week apart in newspapers of general circulation in Columbia County. The last of these notices shall be published no less than 10 calendar days prior to the Legislative Hearing. The mailing of notice to individual property owners is not required but shall be done if ordered by the Board of Commissioners."

Finding 1: The Board of Commissioners imposed a moratorium on new or expanded marijuana uses for the purpose of completing amendments to the Zoning Ordinance to address marijuana uses and thereby directed that the amendment process be initiated. The Board further directed that a Marijuana Advisory Committee be formed to provide information and advise to the Staff in preparation of the amendments. Public hearing notices were published in the *St. Helens Chronicle* on September 9, 2015 and September 23, 2015; in the *South County Spotlight* and *Clatskanie Chief* on September 11, 2015 and September 25, 2015, the last of which are more than 10 days prior to the Planning Commission hearing date of October 5, 2015. Public hearing notices and a preliminary draft of the proposed amendments were mailed to all members of the Columbia County's five (5) CPACs and the Marijuana Advisory Committee on August 26, 2015. A Notice of the proposed zone amendment was mailed to all property owners in affected Zoning Districts on September 9, 2015 because the proposal will prescribe uses and impose standards in the affected Zoning Districts. Finally, notice of the Board hearing date, scheduled for November 4, 2015, was published in the *Spotlight* on October 16, 2015 and October 23, 2015 and in the Chronicle on October 21, 2015 and October 28, 2015. The Planning Commission finds that this criterion is met.

CONTINUING WITH SECTION 1611 OF THE ZONING ORDINANCE:

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

.1 Date, time and place of the hearing;

.2 A description of the area to be rezoned or the changes to the text;

.3 Copies of the statement for the proposed changes are available in the Planning Department. These proposed changes may be amended at the public hearing;

.4 Interested parties may appear and be heard;

.5 Hearings will be held in accordance with the provisions of the Zoning Ordinance.

Finding 2: All of the above information was included in the Notice of Public Hearing published twice in the *Chronicle*, *Chief* and *Spotlight* newspapers. Additional Notice will be published for the Board of Commissioners' hearing containing the above language. See Finding 1 for related publication dates and information. The Planning Commission finds that this criterion is met.

CONTINUING WITH THE SECTION 1607 OF THE ZONING ORDINANCE:

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

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

Finding 3: The Planning Commission held a public hearing on October 5, 2015. They closed the hearing and continued their deliberations to October 12, 2015. On that date, they voted to recommend staff's proposed amendments with revisions. The Board of Commissioners will hold a public hearing on November 4, 2015 to consider the Planning Commission's recommendation.

FOLLOWING WITH OREGON REVISED STATUTES-ORS 215.503-MEASURE 56 NOTICE

"215.503 Legislative act by ordinance; mailed notice to individual property owners required by county for land use actions."

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(4) In addition to the notice required by ORS 215.223 (1), at least 20 days but not more than 40 days before the date of the first hearing on an ordinance that proposes to rezone property, the governing body of a county shall cause a written individual notice of land use change to be mailed to the owner of each lot or parcel of property that the ordinance proposes to rezone

Finding 4: Notice was sent in accordance with ORS 215.503 by green postcard to affected individual property owners on September 9, 2015, which is **25** days before the first hearing on the proposed amendments held on October 5, 2015. The Planning Commission finds that this criterion is met.

.FOLLOWING WITH OREGON ADMINISTRATIVE RULES-OAR 660-018-0020:

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

(1) Before a local government adopts a change to an acknowledged comprehensive plan or a land use regulation, unless circumstances described in OAR 660-018-0022 apply, the local government shall submit the proposed change to the department, including the information described in section (2) of this rule. The local government must submit the proposed change to the director at the department's Salem office at least 35 days before holding the first evidentiary hearing on adoption of the proposed change.

(2) The submittal must include applicable forms provided by the department, be in a format acceptable to the department, and include all of the following materials:

(a) The text of the proposed change to the comprehensive plan or land use regulation implementing the plan, as provided in section (3) of this rules

(b) If a comprehensive plan map or zoning map is created or altered by the proposed change, a copy of the relevant portion of the map that is created or altered

(c) A brief narrative summary of the proposed change and any supplemental information that the local government believes may be useful to inform the director and members of the public of the effect of the proposed change

(d) The date set for the first evidentiary heading

(e) The notice or a draft of the notice required under ORS 197.763 regarding a quasi-judicial land use hearing, if applicable and

(f) Any staff report on the proposed change or information that describes when the staff report will be available and how a copy may be obtained.

(3) The proposed text submitted to comply with subsection (2)(a) of this rule must include all of the proposed wording to be added to or deleted from the acknowledged plan or land use regulations. A general description of the proposal or its purpose, by itself, is not sufficient. For map changes, the material submitted to comply with Subsection (2)(b) must include a graphic depiction of the change a legal description, tax account number, address or similar general

description, by itself, is not sufficient. If a goal exception is proposed, the submittal must include the proposed wording of the exception.

Finding 5: Notice and the draft amendments were sent in accordance with OAR 660-018-0020 to DLCD on August 25, 2015, 39 days before the first evidentiary hearing before the Planning Commission on October 5, 2015. The County will mail a Notice of Adoption to DLCD if the Board approves the amendment. The Planning Commission finds that this criterion is met.

FOLLOWING WITH SECTION 300 OF THE ZONING ORDINANCE:

Section 300 Primary Agriculture - 80

301 Purpose: This district is intended to preserve, enhance, and stabilize those prime agricultural lands and farm use areas within the County which are being used, and offer the greatest potential, for food and fiber production.

Agricultural land is comprised of predominantly Class I-IV soils as identified in the Soil Capability Classification System of the Soil Conservation Service, and other lands which are suitable for farm use taking into consideration soil fertility, suitability for grazing, climatic conditions, existing and future availability of water for farm irrigation purposes, existing land use patterns, and accepted farming practices. Agricultural lands shall also include other classes which are necessary to permit farm practices to be undertaken on adjacent lands.

Finding 6: The State of Oregon regulates specific uses permitted in agricultural districts. The purpose of the agricultural district, as defined by Statewide Planning Goal 3 (Agricultural Lands) and Columbia County's Comprehensive Plan and Zoning Ordinance is to preserve prime agricultural lands for farm use. State law defines marijuana as a "farm use" (Section 34(1), HB 3400A). Therefore, in the County's exclusive farm use zone, PA-80, proposed amendments designate marijuana growing and producing uses which have been registered or licensed by the State as outright permitted uses subject to applicable State standards included in a new subsection Chapter 1803 with Section 1800, "Special Use Standards".

State law further stipulates that a new farm dwelling, a farm stand and a commercial activity carried on in conjunction with a marijuana crop are not permitted in an exclusive farm use zone, PA-80(Section 34(2), HB 3400). However, as noted by the Department of Land Conservation(DLCD) in their comments addressed below, the prohibition of commercial activities in conjunction with a marijuana crop does not include the processing of marijuana as a farm crop pursuant to ORS 215.283(1)(r) in exclusive farm use zones(PA-80). Consistent with State law prohibiting retailing of medical marijuana in exclusive farm use zones, all marijuana dispensaries/retail uses shall not be treated in PA-80 zones as Home Occupations in conjunction with a dwelling otherwise permitted in the PA-80 zone and other resources zones. Because marijuana production is defined as a farm use in State Law and farm use is otherwise allowed in the PF-80 and other resource zones, marijuana uses must be distinguished from home occupations in other zones in which home occupations are allowed. Furthermore, the standard for home occupations requiring that they be operated "substantially in the dwelling or other buildings normally associated with uses permitted in the zone in which the property is located" is inconsistent with normal farming operations. Therefore, the proposed amendments exclude marijuana growing and production and other marijuana uses from the definition of home occupation and do not require that marijuana growing and producing uses be conducted indoors. The definitions of "farm use", "home occupation" and "marijuana" specifying the various types types of marijuana uses to be referenced in the Zoning Ordinance have been amended in or added to Section 100 of the Zoning Ordinance to be consistent with State Law.

Proposed amendments to Section 100, "General Definitions" and Section 300, " Primary Agriculture Use Zone-80" district regulations consistent with the above findings are contained in **Attachment 1, pages 1-7**, "Proposed Marijuana Use Zoning Ordinance Amendments". A proposed new subsection 1803 to the Special Use Standards chapter applicable to marijuana growing and producing in the PA-80 zone is contained in **Attachment 1, page 13.** The proposed amendments incorporate and are otherwise consistent with State Law. The Planning Commission finds that this criterion is met.

DLCD COMMENTS: In their 9/17/15 email (Attachment 4), DLCD commented: "While commercial activities

in conjunction with the growing of marijuana is a prohibited use in HB 3400, the bill's intended reference is to the ORS 215.283(2)(a) commercial activities authorization and not the processing authorization in ORS 215.283(1)(r). I recall this distinction from testimony during the bill hearings and a conversation with Representative Helm. The County's confusion might be because the local code defines this latter use to include "related commercial activities," while statute and rule do not. At **any** rate, processing under ORS 215.283(1)(r) is an allowable use for all farm crops, including recreational marijuana".

Staff Response: Proposed amendment language in Section 305.22, page 8 of Attachment 1 has been changed to reflect current State Statutory language in ORS 215.283(1)(r) allowing farm crop processing in exclusive farm zones including marijuana crop processing and deleting the phrase "and related commercial activities" A new subsection 306.4 has been added to incorporate State Statutory language at 215.283(2)(a) allowing commercial activities not otherwise allowed by ORS 215.283(1)(r) by conditional use permit with the exception of commercial uses in conjunction with a marijuana crop prohibited by Section 34(1)(c) HB 3400-A.

CONTINUING WITH SECTION 400 OF THE ZONING ORDINANCE:

Forest Agriculture - 80

401 Purpose: The purpose of this zone is to protect and promote farm and forest uses on lands which have resource value, but which are not suited for either the Farm (PA-38) or Forest (PF-76) zone because of smaller parcel size, conflicting adjacent uses, adverse physical features, or limiting factors.

Finding 7: The Forest Agriculture (FA-80) Zone is regulated by Oregon Administrative Rule. As per OAR 660-006-0050 (Uses Authorized in Agriculture/Forest Zones) (2) "uses authorized in Exclusive Farm Use Zones in ORS Chapter 215, and in [Forest Zones] OAR 660-006-0025 and 660-006-0027, subject to the requirements of the applicable section, may be allowed in any agricultural/forest zone..." Uses permitted in the Forest Agriculture Zone are generally subject to a predominant use determination and regulated based on the predominant use determined by either OAR Chapter 660, Division 6 (Forest) or 33 (Agriculture). Furthermore, as discussed in Finding 6 above, marijuana growing or production is defined by State Law as a "farm use" and is therefore not a home occupation otherwise conditionally permitted in conjunction with a farm or forest dwelling.

However, whether the predominant use is forest or agricultural use, the proposed amendments treat the growing and producing of marijuana anywhere within the FA-80 zone as a farm use requiring administrative review. State Law(Section 34(3), HB 3400A) gives the County discretion as to how regulate the growing or producing of marijuana on land zoned for farm or forest use provided any such additional regulations are reasonable and necessary to address adverse effects of the use including noise and glare from indoor grows and pollen, odor and security concerns from outdoor grows. Marijuana growing or producing is potentially incompatible with uses in the FA-80 zone. As the above referenced Comprehensive Plan purpose statement for the FA-80 zone states, the average size of existing parcels is considerably smaller than the average parcel size in the PA-80(exclusive agricultural use) zone, in predominate forest use areas there is a higher number and concentration of dwellings(forest dwellings) than are found in the PA-80 zone(farm dwellings) and there is the presence of adjacent conflicting uses. Smaller parcels and a higher concentration of dwellings in the FA-80 zone create a greater potential for negative impacts of marijuana growing on uses permitted in the FA-80 zone.

New special use standards proposed in Section 1803 applicable to marijuana growing and producing uses in the FA-80 zone, incorporate applicable State law and an additional setback standards for indoor grows(increase existing setbacks by 50 feet). The proposed additional setback standard is consistent with the Section 33(1)(g) and Section 89(1)(d) of HB3400A which allow the County to adopt reasonable limitations on the location of marijuana grow and production sites to address potential adverse impacts. Based on the characteristics of the zone and site, the proposed standards set forth in Section 1803 (addressing applicable State law requirements and additional setbacks for indoor marijuana growing or producing), when applied in an administrative review process will address potential adverse effects of marijuana growing or producing uses on other uses allowed in the FA-80 zone and adjacent conflicting uses.

In summary, Staff and Planning Commission find that the proposed amendments should review marijuana

growing or producing in the FA-80 zone using the administrative review process in Section 1601 of the Zoning Ordinance as farm use subject to State and local standards. Proposed amendments to Section 400, " Forest Agriculture Zone-80" district regulations consistent with the above findings are contained in **Attachment 1, page 7**, "Proposed Marijuana Use Zoning Ordinance Amendments". A proposed new subsection 1803 to the Special Use Standards chapter applicable to marijuana growing and producing in the FA-80 zone, is contained in **Attachment 1, page 13.** The proposed amendments incorporate and are otherwise consistent with State Law. The Planning Commission finds that this criterion is met.

DLCD COMMENTS: Marijuana as a farm crop in mixed farm-forest zones(FA-80 and forest zones(PF-80)In their 9/17/15 email (**Attachment 4**), DLCD commented: "Because the forest rule at OAR 660-006-0025(3)(b) allows farm use as defined at ORS 215.203, and because HB 3400 defines marijuana crops to be a farm use under ORS 215.203, the growing of marijuana is also an authorized use in forest and mixed farm-forest zones."

Staff Response: Staff agrees that farm use is authorized in the PF-80 and FA-80 zones, but disagrees if the implications is that marijuana growing and producing as farm crop must be treated as an outright permitted use without conditional use review. A finding has been made above that Section 34(3) of HB 3400 grants discretion to the County as to how marijuana growing and producing uses are reviewed and according to what standards in the farm-forest and forest zones. The language in Section 34(3) reads "A county may allow the production of marijuana as a farm use on land zoned for farm or forest use in the same manner as the production of marijuana is allowed in exclusive farm use zones...(Staff emphasis added). Findings(Findings 7 and 8) have been made in this report supporting the use of a conditional use processes to assure conformance with State law and a reasonable local standard requiring special setbacks for outdoor and indoor grows in the FA-80 and PF-80 zones.

CONTINUING WITH SECTION 500 OF THE ZONING ORDINANCE:

Primary Forest - 80

501.1 The purpose of this zone is to retain forest land for forest use and to encourage the management of forest land for the growing, harvesting, and processing of forest crops consistent with the Oregon Forest Practices Act. And to provide for other forest uses including watershed protection, soil protection, maintenance of clean air and water, wildlife and fisheries habitat, outdoor recreation activities, open space and scenic preservation, and agricultural activities free from the encroachment of conflicting non-forest uses and influences.

Finding 8: Like the PA-80 and FA-80 zones, uses allowed in the Primary Forest (PF-80) Zone have been established by the State of Oregon through Oregon Administrative Rule and Oregon Revised Statute. OAR 660-006-0025 identifies uses authorized in forest zones, but does not specifically address marijuana uses. OAR 660-006-0025(s) does, however, allow Home Occupations as defined in ORS 215.448 in forest zones. However, as noted in Findings 6 and 7 above, marijuana uses should not be treated as Home Occupations. As discussed in Finding 7, although marijuana production is a farm use as defined by State law and farm use is allowed in PF-80 zone, farm use is not the primary purpose of the PF-80 zone. Marijuana production activities may have unique impacts on forest uses or on properties within abutting zoning districts in which residential uses are allowed outright. These impacts may include noise and glare from indoor operations or odor, pollen and security concerns from outdoor operations within the PF-80 zone. In addition, as a high value crop marijuana growing and producing has the potential to supplant forest uses and detract from forest management which is the primary purpose of the PF-80 zoning district. Therefore, the proposed amendments prescribe an administrative review procedure contained in Section 1601 of the Zoning Ordinance for marijuana growing and producing uses. This process would apply the proposed additional set back standard for indoor grows as well as applicable State standards for grows. The proposed additional setback standard is consistent with the Section 33(1)(g) and Section 89(1)(d) of HB3400A which allow the County to adopt reasonable limitations on the location of marijuana grow and production sites.

For the above stated reasons, Staff and the Planning Commission find that marijuana growing or producing uses in the PF-80 zone should be reviewed the administrative review procedure. Proposed amendments to Section 100, "General Definitions" and Section 500, " Primary Forest Use Zone-80" district regulations consistent with the above findings are contained in **Attachment 2, pages 7-8**, "Proposed Marijuana Use Zoning Ordinance

Amendments". A proposed new subsection 1803 to the Special Use Standards chapter applicable to marijuana growing and producing in the PF-80 zone, is contained in **Attachment 1, page 14.** The proposed amendments incorporate and are otherwise consistent with State Law. The Planning Commission finds that this criterion is met.

RESPONSE TO DLCD COMMENTS: Marijuana as a farm crop in mixed farm-forest zones(FA-80 and forest zones(PF-80)

Staff Response: See Staff's response to DLCD's comments under Finding 7 above.

CONTINUING WITH SECTION 600 AND 620 OF THE ZONING ORDINANCE:

Section 600 Rural Residential - 5

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

Section 620 Rural Residential - 2

621 Purpose: This district is designed for rural areas where lot sizes at the time of initial zoning are predominantly two acres or less. The intent is to recognize existing areas, not to create substantially new two acre parcel areas. Uses in this zoning district will be predominantly residential with a rural level of public services; i.e., domestic water from water districts, sewage disposal using on-site systems, adequate fire and emergency service by fire districts, and rural road standards per County plans and regulations. Other uses will be those customary to such areas, including farm and forest uses, churches and home occupations of a rural character.

Finding 9: The Rural Residential Districts (RR-5 and RR-2) were established in Columbia County to recognize rural areas, that at the time of zoning, were committed to non-resource uses. Said areas were, are, and will continue to be predominantly residential. The RR-5 zone has a minimum lot size requirement of five acres and consists primarily of lots five acres in size and smaller. The RR-2 zone has a minimum lot size requirement of two acres and consists mostly of lots two acres in size and smaller. Uses permitted outright in the RR-5 and RR-2 zones include single-family detached dwellings, farm uses as defined in ORS 215.203(2) as amended by HB3400A to include marijuana growing and producing, the propagation and harvesting of forest products and structures accessory to permitted uses.

As residential zoning districts, the RR-5 and RR-2 zones do not allow commercial marijuana uses such as processing, wholesaling, dispensing or retailing. Marijuana growing or production is regarded as a farm use by State law. For reasons discussed in Findings 6-8 above, marijuana growing and production is not a home occupation and proposed amendments include a definition of home occupation which excludes marijuana uses. Farm use is currently allowed in both the RR-5 and RR-2 zones. However, due to potential adverse effects related to noise, odor, pollen, access by minors, and security concerns for this high value crop and the need to confirm compliance with applicable State regulations, the proposed amendments prescribe an administrative review procedure contained in Section 1601 of the Zoning Ordinance for marijuana growing and producing uses in the RR-2 and RR-5 zones. Staff and the Planning Commission find that this is the most appropriate review procedure to confirm compliance with proposed County standards including the requirement that they be indoors and that indoor grow buildings be subject to an additional 50 foot setback.

Staff does not concur with the Planning Commission's finding and recommendation that commercial indoor marijuana grows are appropriate uses in the RR-2 zoning district. Staff therefore proposes that marijuana growing and producing be prohibited in the RR-2 zone because the RR-2 zone has a pattern of residential uses on significantly smaller lots(two acre minimum lot sizes) with greater residential densities of development. The basis of this proposed limitation is the difficulty in adequately addressing the above referenced adverse effects for marijuana growing and producing in an area of higher density residential development with the likelihood of such uses to unreasonably interfere with residential uses permitted outright and thereby undermine the area's residential character.

Proposed amendments Section 600, " Rural Residential -5" district and Section 620 "Rural Residential -2" district

regulations consistent with the above Planning Commission findings are contained in **Attachment 1, page 8**, "Proposed Marijuana Use Zoning Ordinance Amendments". A proposed new subsection 1803 to the Special Use Standards chapter applicable to marijuana growing and producing in the RR-5 zone, is contained in **Attachment 1, page 14.** The proposed amendments incorporate and are otherwise consistent with State Law. The Planning Commission finds that these criteria are met.

CONTINUING WITH SECTION 650 OF THE ZONING ORDINANCE:

Section 650 Rural Community - RC

651 Purpose: The Rural Community zone is intended to sustain existing unincorporated rural communities in the County without changing their essential rural character, by permitting, under certain circumstances, residential development at greater densities than on Rural Residential zoned lands surrounding the communities, plus small low-impact commercial uses intended to serve the community or surrounding areas, small low-impact industrial uses dependent on local resources, and institutional, utility and recreation facilities.

Finding 10: The Rural Community zone currently provides for single family development at greater densities than on Rural Residential zoned lands, farm use and small scale, low impact commercial and industrial uses. The purpose of allowed uses is to sustain existing rural communities without changing their essential character. The proposed amendments treat marijuana growing and producing as a farm use, but it is limited to indoors subject to review using the conditional use process to assure that its unique impacts as noted in Finding 10 are addressed in relation to potential adverse impacts from such uses on proposed sites and that applicable State requirements are met. The proposed amendments would except marijuana processing and wholesaling uses from industrial uses otherwise permitted in the zone for the reason that such uses are not intended to serve just the rural community or surrounding areas as is stated in the purpose of the zone in Section 651. Small low-impact commercial uses require conditional use review under existing Section 653.6. Consistent with treatment of these uses under current provisions of the zone and the purpose of the RC zone in Section 651, marijuana dispensing and retailing uses should be allowed subject to conditional use review to assure that their unique impacts on adjoining properties are evaluated for each proposed site and the applicable State requirements are met.

Proposed amendments to RC zone provisions are contained in **Attachment 1, page 9** and Special Use Standards have been added for dispensing and retailing uses in **Attachment 1, page 15** to incorporate State land use related standards applicable to Marijuana dispensing and retailing. The Planning Commission finds that these criteria are met.

CONTINUING WITH SECTION 670 OF THE ZONING ORDINANCE:

Section 670 Existing Commercial - EC

671 Purpose: This District is intended to assure the continuation and limited expansion of all lawful commercial activities occurring on the date of this Ordinance, regardless of type or location. This zone will be used to implement the Existing Commercial plan designation.

This zoning designation is intended to recognize the legitimacy of the existing commercial use of a parcel while not directly implying that commercial activities are appropriate for a specific area.

Finding 11: The Existing Commercial zone permits uses allowed in the Neighborhood Commercial zone outright. However for reasons stated in Finding 13 below, marijuana dispensing and retailing uses are not appropriate in the Neighborhood Commercial zone and should not be allowed outright in the Existing Commercial Zone. However, staff and the Planning Commission find that dispensing and retailing of marijuana may be appropriate for specific sites which are similar previously developed commercial uses which existed on the effective date of the Zoning Ordinance as stated in Section 671 and 673.6. These uses are currently permitted using a conditional use review process. Proposed amendments to EC zone provisions designating marijuana dispensing and retailing as conditional uses are contained in **Attachment 1, page 10** and Special Use Standards have been added for dispensing and retailing uses in **Attachment 1, page 15** to incorporate State land use related standards applicable to marijuana dispensing and retailing and to add parks and child care centers to the list of sensitive uses that are to be separated by at least 1,000 feet from marijuana dispensing and retailing uses. The Planning Commission finds that these criteria are met.

CONTINUING WITH SECTION 680 OF THE ZONING ORDINANCE:

Section 680 Resource Industrial-Planned Development - RIPD

681 Purpose: The purpose of this district is to implement the policies of the Comprehensive Plan for Rural Industrial Areas. These provisions are intended to accommodate rural and natural resource related industries wh

.1 Are not generally labor intensive;

.2 Are land extensive

.3 Require a rural location in order to take advantage of adequate rail and/or vehicle and/or deep water port and/or airstrip access;

.4 Complement the character and development of the surrounding rural area;

.5 Are consistent with the rural facilities and services existing and/or planned for the area; and,

.6 Will not require facility and/or service improvements at significant public expense.

The uses contemplated for this district are not appropriate for location within Urban Growth Boundaries due to their relationship with the site specific resources noted in the Plan and/or due to their hazardous nature.

Finding 12: Staff and the Planning Commission find that marijuana growing, producing, processing, wholesaling, dispensing and retailing are not appropriate in the RIPD zone due to the fact that such uses do not require a rural location in order to take advantage of rail, vehicle, deep water port or airstrip access(Section 681.3) and that such uses, with the exception of growing or producing, **are** appropriate for location within Urban Growth Boundaries. Therefore, proposed amendments in **Attachment 1, page 10** prohibit marijuana uses in the RIPD zone. The Planning Commission finds that these criteria are met.

CONTINUING WITH SECTION 800, 810, 820 AND 830 OF THE ZONING ORDINANCE:

Section 800 - 5 Highway Commercial - C-5

801 Purpose: The purpose of this district is to provide for the orderly development of retail and personal service establishments along major arterials and thoroughfares in suburban areas. In general, such districts shall be planned to maintain high standards of traffic safety for the continued protection and welfare of the general public. Highway Commercial Districts shall be permitted for such properties abutting only those sections of major arterials or thoroughfares which have an existing dedicated right-of-way of not less than 60 feet.

Section 810 - Neighborhood Commercial - C-4

811 Purpose: The commercial uses permitted in this District are intended to serve those residential uses within the suburban areas.

Section 820 - General Commercial - C-3

821 Purpose: The General Commercial District is intended to provide for the broad range of commercial operations and services required for the proper and convenient functioning of Commercial Centers serving broad suburban areas. Uses permitted are intended to include all retail and service operations that may be appropriately located within a shopping district and that are normally required to sustain a community.

Section 830 - Marine Commercial - C-2

831 Purpose: The Marine Commercial District is intended to encourage a wide range of water-related activities both commercial and residential, including off-shore Water Dependent Construction Activities (WDCAs) which cannot be located on land.

Finding 13: The Highway Commercial (C-5), Neighborhood Commercial (C-4) and General Commercial (C-3) Zones are Suburban Districts found throughout the County within its cities' Urban Growth Boundaries. The Marine Commercial District accommodates water dependent uses in the suburban areas of the County. As described above, the purposes of these districts are to provide for a variety of commercial operations and

services to support surrounding residential communities. Lot sizes in the commercial zones vary in size, but do not typically consist of large acreages. The Highway Commercial Zone allows lots to be as small as 7,500 square feet in size. The Neighborhood Commercial and General Commercial Zones, have no set minimum lot size, but have a maximum lot or parcel size of 40,000 square feet. The Marine Commercial zone is intended only for water dependent uses.

Staff and the Planning Commission find that marijuana dispensing and retailing within the Highway Commercial and General Commercial Zones is appropriate consistent with the stated purposes of these zones to provide for retail and service uses along major transportation corridors(Highway Commercial) and commercial operations and services to serve a broad suburban area(General Commercial). Due to special standards required by State law governing marijuana dispensaries and retail uses should be subject to the administrative review procedure contained in Section 1601. Staff and the Planning Commission further find that marijuana dispensing and retailing are not appropriate for the Neighborhood Commercial zone due its location near or within residential neighborhoods and related sensitive uses such as schools, parks and child care centers. Marijuana dispensaries and retailing uses which currently rely primarily on cash transactions create special security challenges which can create special security impacts in and near residential neighborhoods and related sensitive uses. Likewise, such uses are not appropriate for the Marine Commercial zone which is restricted to water dependent uses. State law (Section 86 (3)(d) HB 3400) has recognized the need to regulate the proximity of dispensing and retailing uses to these uses by imposing separation standards from sensitive uses and has given the County the authority to impose additional reasonable regulations as to where dispensing and retailing uses may be located(Section 33(1)(g) and Section 89(1)(d) of HB3400A). Staff and the Planning Commission find that child care centers and parks are similar to and should be added to the list of sensitive uses within State law that require a separation from dispensing and retailing uses of at least 1,000 feet. These uses involve the presence of minors for whom there is a legitimate interest in protecting from the sale and or use of marijuana. These uses have been added to the list of uses requiring the separation in State law in the proposed new Section 1803.4A, "Special Use Standards" [TODD: findings on commercial zones is an odd place to put your findings for sensitive use restrictions. I recommend this go in your Section 1800 findings.]

In summary, proposed amendments add marijuana dispensing and retailing as permitted uses subject to the administrative review procedure contained in Section 1601 within the Highway Commercial and General Commercial zones and prohibit such uses in the Neighborhood Commercial and Marine Commercial zones. The amendments subject marijuana dispensing and retailing uses in the Highway Commercial and General Commercial Zones to special use standards which incorporate applicable State standards and add parks and child care centers to list of sensitive uses subject to the 1,000 foot separation requirement. Proposed commercial zone provisions are contained in **Attachment 1, pages 11-12** and Special Use Standards are contained in **Attachment 2, page 15.** The Planning Commission finds that these criteria are met.

CONTINUING WITH SECTION 920 AND 930 OF THE ZONING ORDINANCE:

Section 910-Industrial Park - M-3

911 Purpose: The Comprehensive Plan Light Industrial designation is intended to encourage the development of industrial uses which have minimal impact upon adjoining properties. Two districts are used in implementing these designations. These are: Industrial Park (M-3) and Light Industrial (M-2). The purpose of the M-3 District is to allow the development of uses which may have some impact on adjoining properties, but ones which do not generate large amounts of dust, odor, or noise.

Section 920-Light Industrial - M-2

921 Purpose: The Light Industrial District is intended to provide for those manufacturing, warehousing, and sales operations which basically do not create objectionable amounts of noise, odor, dust, glare vibration or truck or rail traffic.

Section 930-Heavy Industrial - M-1

____931 Purpose: The Heavy Industrial District is intended to provide for those industrial operations which generate noise, odor, dust, glare, vibration, or truck and rail traffic in such amounts as to be objectionable to adjacent land uses.

Section 940-Airport Industrial - AI

941 Purpose: The Airport Industrial District is intended to recognize those areas devoted to or most suitable for the immediate operational facilities necessary for commercial and noncommercial aviation. It is also intended to provide areas for those activities directly supporting or dependent upon aircraft or air transportation when such activities, in order to function, require a location within or immediately adjacent to primary flight operations and passenger or cargo service facilities. It is further intended to provide appropriate locations for airport related light industrial uses that are compatible with and dependent upon air transportation.

Finding 14: The Industrial Park(M-3), Light Industrial (M-2) and Heavy Industrial (M-1) zones are intended to accommodate uses in suburban locations that may be land extensive or otherwise incompatible with locations with more concentrated urban populations and related uses. Staff and the Planning Commission find that marijuana processing and wholesaling uses are similar to or otherwise can be sited using the administrative review procedure in Section 1601 in a way that is compatible with other uses allowed in the Industrial Park, Light Industrial, Heavy Industrial zones if conducted indoors, separated from sensitive uses and reviewed for compliance with applicable State standards. Staff and the Planning Commission find that marijuana growing and producing and dispensaries and retail uses can be appropriate to the Industrial Park and Light Industrial zoning districts if reviewed using the conditional use procedure, but are not appropriate for the Heavy Industrial zone in which sites need to be reserved for heavy industrial uses. The proposed amendments subject marijuana uses in the M-1, M-2, and M-3 zones to special use standards which incorporate applicable State standards and add requirements that the uses be conducted indoors and that the minimum 1000 foot separation requirement for dispensaries and retailing uses from certain sensitive uses imposed by the State also include parks and child care centers where minors are typically present. The Airport Industrial zone is intended for uses related to airport operations or needing a location adjacent to an airport. Staff finds that marijuana uses do not require a location adjacent to an airport and are therefore should be prohibited in this zoning district.

Proposed industrial zone provisions are contained in **Attachment 1, pages 12-13** and Special Use Standards are contained in **Attachment 1, pages 13-15.** The Planning Commission finds that these criteria are met.

CONTINUING WITH SECTION 1040 OF THE ZONING ORDINANCE:

Section 1040 Surface Mining - SM

1041 Purpose:

.1 To provide for development and utilization of deposits of aggregate and resource materials.

.2 To provide for the protection and utilization of these resources in a manner which does not conflict with other land uses.

.3 To assure economy in handling and transportation costs by locating removal, processing, and storage activities in as close proximity to the point of end use as feasible.

....

1042 Permitted Uses: The following uses shall be permitted subject to compliance with Section 1044 and all other applicable rules, standards, or statutes governing such uses, including the Columbia County Comprehensive Plan, the Surface Mining and Land Reclamation Ordinance, the Zoning Ordinance of Columbia County, and Oregon Department of Environmental Quality rules governing sewage disposal, air, and water quality:

....

.4 Agricultural practices.

...

Finding 15: The Surface Mining zone is intended for uses related to utilization of aggregate and other natural resource materials. "Agricultural practices" are currently allowed in the zone. As noted in findings related to the resource zones(PA-80, PF-80 and FA-80), the State has included marijuana production in the definition of farm use. However, staff finds that marijuana growing and producing is not related to surface mining and and is better accommodated in other zones in which allow farm use. Therefore, the proposed amendments except marijuana growing and producing from agricultural practices allowed in the zone. This exception is included in amendments in **Attachment 1, page 13.** This criterion is met.

CONTINUING WITH SECTIONS 1503, 1507, 1601, 1800 OF THE ZONING ORDINANCE:

1503 Conditional Uses

.1 Status: Approval of a conditional use shall not constitute a change of zoning classification and shall be granted only for the specific use requested; subject to such reasonable modifications, conditions, and restrictions as may be deemed appropriate by the Commission, or as specifically provided herein.

.2 Conditions: The Commission may attach conditions and restrictions to any conditional use approved. The setbacks and limitations of the underlying district shall be applied to the conditional use. Conditions and restrictions may include a specific limitation of uses, landscaping requirements, off-street parking, performance standards, performance bonds, and other reasonable conditions, restrictions, or safeguards that would uphold the intent of the Comprehensive Plan and mitigate any adverse effect upon the adjoining properties which may result by reason of the conditional use being allowed.

.3 Conditional Use Permit: A Conditional Use Permit shall be obtained for each conditional use before development of the use. The permit shall stipulate any modifications, conditions, and restrictions imposed by the Commission, in addition to those specifically set forth in this ordinance. On its own motion, or pursuant to a formal written complaint filed with the Planning Department, upon proper notice and hearing as provided by Sections 1603 and 1608 of this ordinance, the Commission, (or Board on appeal) may, but is not required to, amend, add to or delete some or all of the conditions applied to Conditional Use Permits issued by the Planning Commission or Board of Commissioners. The power granted by this subsection may only be exercised upon a finding such amendment, addition or deletion is reasonably necessary to satisfy the criteria established by Section 1503.5 below.

1507 Home Occupations...

.3 The following criteria shall apply to all home occupations:

A. A home occupation shall be operated substantially in:

1. The dwelling; or,

2. Other buildings normally associated with uses permitted in the zone in which the property is located.

B. A home occupation shall not unreasonably interfere with other uses permitted in the zone in which the property is located.

1601 Staff Approval: As provided elsewhere in this ordinance, the Director or his designate may approve requested actions which are in conformance with the provisions of this ordinance. Farm and forest management plans, minor variances, expansions or changes of non-conforming uses, temporary permits for the establishment of a temporary residence, care of a relative, or emergency shelter may be approved by the Director using the following procedures.

.1 The applicant shall submit an application and any necessary supplemental information as required by this ordinance to the Planning Department. This application will be reviewed for completeness and the applicant will be informed if the application is incomplete.

.2 The Director will mail a notice of the proposed action to all adjacent property owners within 250 feet of the subject property and to the members of the CPAC for the specific area. These people who have been notified by mail will have 10 calendar days in which to either submit their comments and objections to the proposed action or request a public hearing on the matter before the Planning Commission or Hearings Officer.

.3 If no public hearing has been requested, the Director will review the application and all submitted comments and objections to the proposal. Based upon the review of the facts in the case and this ordinance, the Director may approve, deny, or refer the application to the Planning Commission. The Director shall inform the applicant and any affected party who responded as to the nature of his decision. This notice shall be in writing and shall contain the findings of fact which support the Director's decision.

.4 The Director may attach reasonable conditions to the approval of any application under these provisions.

EXHIBIT B

1800 Special Use Standards

1801 General Provisions

Special uses are those included in Section 1800. Due to their public convenience and necessity and their effect upon the surrounding area, these uses are subject to conditions and standards that differ from those required of other uses. Special uses shall be subject to the provisions of the section that regulates the specific use and the provisions of the zoning district in which the special use will be located. Special uses are permitted only when specified as a primary, accessory, or conditional use in the subject zoning district. Where a dimensional or development standard for a special use differs from that of the subject zoning district, the standard for the special use shall apply

Finding 16: Columbia County's Zoning Ordinance is silent on where how, where and by what standards marijuana uses may be sited. Currently, in zoning districts which allow residential use, the only land use mechanism afforded by the Zoning Ordinance for considering the unique impacts of marijuana uses is the Home Occupation/ Conditional Use Permit. However, in many of the zones which allow home occupations in conjunction with residential use, marijuana uses do not meet the criteria of Section 1507.3 (CCZO). Section 1507.3(B) specifically requires that home occupations not unreasonably interfere with other uses permitted in the zone in which the property is located. Furthermore, for reasons discussed in Findings 6-9 home occupation permits are not appropriate for regulation of marijuana uses in these zoning districts.

The Zoning Ordinance classifies uses allowed in zoning districts in several ways depending on the nature and extent of review required and the standards to be applied in order assure that the uses are consistent with the purpose of the district and compatible with other uses permitted in the district. These classifications include outright permitted uses, uses subject to administrative(staff) review, uses subject to a conditional use procedure, and prohibited uses. Findings have been included in this report as to which classification and related review procedure is most appropriate for marijuana uses in each zoning district in which they are proposed to be allowed. Based on those findings the following is a summary of review procedures recommended by the Staff and Planning Commission.

Review of Marijuana Growing and Producing Uses:

Consistent with State law, marijuana growing and producing is an outright permitted farm use in the PA-80 zone. The Planning Commission finds that the administrative review procedure in Section 1601 is most appropriate for growing and producing uses in the FA-80, PF-80, RR-5, and RR-2 zoning districts. Staff would modify this recommendation by not allowing growing and producing in the RR-2 zoning district and reviewing these uses in the RR-5 zoning district using the conditional use permit review process in Section 1503. The Staff and Planning Commission find that the conditional use permit procedure in Section 1503 is the most appropriate procedure for review of these uses in the RC, M-1, M-2 and M-3 zoning districts.

Review of Marijuana Processing and Wholesaling Uses

The Staff and Planning Commission find that the administrative review procedure in Section 1601 is most appropriate for processing and wholesaling uses in the M-1, M-2 and M-3 zoning districts.

Review of Marijuana Dispensing and Retailing Uses

The Staff and Planning Commission find that the administrative review procedure in Section 1601 is most appropriate for dispensary and retailing uses in the EC, C-3 and C-5 zoning districts. Staff and the Planning Commission further find that the conditional use review procedure in Section 1503 is most appropriate for processing and wholesaling uses in the M-1, M-2 and M-3 zoning districts.

As previously noted, State law provides specific land use related standards for some marijuana uses. Special use standards such as those anticipated by Section 1801 above are needed to address the unique impacts of marijuana uses in certain zoning districts. In addition to land use related standards contained in State law that have been incorporated into the proposed amendments in a new proposed Section 1803, Staff and the Planning

Commission are proposing to add several local standards related to uses in each zoning district in which they are proposed to be allowed. These standards are addressed elsewhere in the report in relation to each zoning district in which marijuana uses are allowed consistent with the requirement that the standards meet the reasonableness test in State law. Special use standards proposed to be added to a new Section 1803 within Chapter 1800, "Special Use Standards" of the Zoning Ordinance are in **Attachment 1, pages 13-15.**

CONTINUING WITH SECTION 1607 OF THE ZONING ORDINANCE:

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

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

Finding 17: The Planning Commission is holding a public hearing on October 5, 2015 and the Board will schedule a public hearing at a later date to consider the proposed amendments. The Planning Commission does not make a final decision on this matter, but rather makes a recommendation to the Board of Commissioners for the final decision. See pages 20-27 for discussion of consistency with the Comprehensive Plan and Statewide Planning Goals. This criterion will be satisfied when the Board holds a hearing and can determine that the proposed amendments are consistent with the Comprehensive Plan and all applicable State criteria.

THE FOLLOWING POLICIES OF THE COUNTY'S COMPREHENSIVE PLAN APPLY TO THE PROPOSED AMENDMENTS(THOSE NOT LISTED ARE NOT APPLICABLE)

The Columbia County Comprehensive Plan has twenty-one (21) Parts, each with a set of general Goals and related Policies that are, in turn, implemented by the Zoning Ordinance, which identifies how land can be used and developed in the County's unincorporated areas. The parts of the Comprehensive Plan applicable to the proposed text amendment are: Part I (Administrative Procedures), Part II (Citizen Involvement), Part III (Planning Coordination), Part IV (Forest Lands), Part V (Agriculture), Part VII (Rural Residential), Part X (Economy), and Part XII (Industrial Siting). Parts of the Comprehensive Plan not addressed in this report are not applicable to the request.

BEGINNING WITH PART I - ADMINISTRATIVE PROCEDURES FOR REVISING AND AMENDING THE COMPREHENSIVE PLAN:

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

The amendments were initiated by the Board of Commissioners. Finding 1 of this report, includes a description of all actions taken in compliance with applicable State and local review procedures and notice requirements.

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

CONTINUING WITH PART II OF THE COMPREHENSIVE PLAN - CITIZEN INVOLVEMENT:

Part II (Citizen Involvement): requires opportunity for citizens to be involved in all phases of the planning process. Generally, Part II is satisfied when a local government follows the public involvement procedures set

out in State statutes and in its acknowledged Comprehensive Plan and land use regulations, which has been completed for this application. This is explained further under Part 1 and Part III of the Comprehensive Plan discussions.

CONTINUING WITH PART III OF THE COMPREHENSIVE PLAN - PLANNING COORDINATION:

Part III (Planning Coordination): This section requires coordination with affected governments and agencies. In accordance with Section 1603 of Columbia County's Zoning Ordinance, ORS 215.060 and ORS 197.610, the County provided notice of the hearing with the opportunity for comments to DLCD, all County CPAC members, affected property owners. Any and all comments, received as of the date of this report, are discussed under " Comments Received" below.

Additionally, Zoning Ordinance Text Amendments are subject to the Legislative public hearing process and are heard by the Planning Commission (for a recommendation) and by the Board of County Commissioners (for a decision). These hearings are advertised and open to the public and provide additional opportunity for public comment. The Planning Commission hearing was held on October 5, 2015 after which recommendations were forwarded to the Board of County Commissioners for a hearing on November 4, 2015. All of these requirements have or will be satisfied through the public notice process.

CONTINUING WITH PART IV OF THE COMPREHENSIVE PLAN - FOREST LANDS:

Part IV (Forest Lands): The goal of the Forest Lands section of the Comprehensive Plan is to conserve forest lands for forest uses. Policy 7 of this part allows dwellings on forest lands, but limits dwellings to sites that are generally unsuitable for forest uses and that will not significantly impact forest uses on adjacent and nearby forest lands. Dwellings may only be permitted on forest lands if approved through a Conditional Use Permit. The State has defined marijuana growing and producing in the definition of farm use(Section 34, HB 3400A). State law also provides that the County may, but is not required to, regulate marijuana as a farm use in the same manner it is regulated in the PA-80 zone as an outright permitted use(Section 34(3), HB 3400A). The subject text amendments propose allowing marijuana growing and producing uses on forest lands as farm uses reviewed using the administrative review procedure to apply State land use related standards and special use standards added to Section 1800, "Special Use Standards", to address the unique impacts of this use as further discussed in Findings 6-8 in this report. Therefore, although the allowance of marijuana growing or producing on forest lands does not directly support the Forest Lands goal, a process (administrative review) has been established and special standards have been proposed to ensure that, if sited in a forest zone, this use will not be detrimental to the achievement of said goal. By allowing marijuana growing and producing using this approach, the Staff and Planning Commission find that the proposed amendments are consistent with Part IV of the Comprehensive Plan.

CONTINUING WITH PART V OF THE COMPREHENSIVE PLAN - AGRICULTURE:

Part V (Agriculture): The goal of the Agriculture section of the Comprehensive Plan is to preserve agricultural land for agricultural uses. As previously discussed in Finding 6, the State has defined marijuana growing and producing as "farm use"(Section 34, HB 3400A). The proposed amendments treat marijuana growing and producing as an outright permitted farm use in the PA-80, exclusive farm use zone. The proposed amendments treat marijuana growing and producing as a farm use reviewed and approved using an administrative review process in the FA-80 zoning district(see Findings 7) The administrative review process and the addition of special use standards as proposed in Section 1803 for marijuana growing and producing is needed to assure that the unique impacts of the use on other non-agricultural uses permitted in the FA-80 zone are addressed consistent with State law. Staff and the Planning Commission find that the proposed amendments regarding marijuana growing and producing on agricultural lands in the PA-80 and FA-80 zone are consistent with Part V of the Comprehensive Plan.

CONTINUING WITH PART VII OF THE COMPREHENSIVE PLAN - RURAL RESIDENTIAL:

Part VII (Rural Residential): Rural residential land consists of lands that were "Built and Committed" to non-resource uses at the time of the Comprehensive Plan's initial adoption in 1984. The density of these areas varies with averages of one unit per five acres or less being common. Over 23,000 acres of land in Columbia

County are designated Rural Residential and are characterized by two distinct development patterns: five acre densities and two acre densities. It is the goal of the Rural Residential section of the Comprehensive Plan to provide for the continuation and needed expansion of Rural Residential uses on those resource lands where a valid exception can be, or has been shown to be, justified. As previously discussed marijuana growing and producing has be defined by the State as a farm use and farm use is currently permitted outright in the RR-2 and RR-5 zones. However, for reasons discussed in Finding 9, the text amendments proposed by the Planning Commission would allow marijuana growing and producing using the administrative review process in Section 1601 in the RR-2 and RR-5 zones with the addition of proposed special use standards in Section 1803. The proposed text amendments are designed to assure that marijuana growing and producing does not unreasonably interfere with the "continuation and expansion" of rural residential use in these zones as stated in the Rural Residential goal.

As noted in Finding 9, Staff does not concur with allowing marijuana growing and producing in the RR-2 zone and recommend that the conditional use review process be used for marijuana growing and producing uses in the RR-5 zone. Staff finds that marijuana growing and producing are incompatible with in the RR-2 zone, due to the zone's smaller parcels and more dense residential land use pattern.

The Planning Commission finds that proposed amendments allowing marijuana growing and producing uses using an administrative review procedure in Section 1601 and the application of special use standards to said uses in the RR-2 and RR-5 zone is consistent with Part VII of the Comprehensive Plan.

CONTINUING WITH PART X OF THE COMPREHENSIVE PLAN - ECONOMY:

Part X (Economy): This section generally regards economic strength and diversity in the County through the creation of a stable and diversified economy and the creation of new and continuous employment opportunities. Policy 9 further encourages the establishment and operations of service sectors to insure greater revenue spending locally. In a rural county, such as Columbia County, it remains to be seen whether marijuana uses will play a valuable role in generating income for residents and generally benefitting the County's rural economy. However, a report issued by the State of Colorado, which legalized recreational marijuana in 2012 and opened recreational marijuana retail stores in January of 2014, noted that dispensaries have made an estimated 295 million dollars in sales and produced 51 million dollars in tax revenue in 2014 (Colorado Marijuana Policy Group, 2014). Columbia County has not opted to impose a local tax on marijuana sales but could stand to benefit from State tax revenue as well as the increased land and improvements value and jobs related to growth in the marijuana industry. Commercial marijuana uses other than growing or producing, are best suited for locations within incorporated Cities where services are provided at levels required for processing, wholesaling and retailing of product and adequate access is provided for customers and suppliers. Marijuana uses sited according to review procedures and standards proposed in the subject amendments will both protect impacted land uses and provide for the economic benefits of the marijuana industry. The proposed text amendments are consistent with Part X of the Comprehensive Plan.

CONTINUING WITH PART XII OF THE COMPREHENSIVE PLAN - INDUSTRIAL SITING:

Part XII (Industrial Siting): The first Goal of the Industrial Development section of the Comprehensive Plan is to strengthen and diversify the economy of Columbia County and insure stable economic growth. Policies 1 and 2 encourage the creation of new and continuous employment opportunities and encourage a stable and diversified economy. Policy 11 directs industries that are either land extensive, resource related, marine related, and/or incompatible with urban populations to those sites which are appropriate to the use and currently zoned for that use. As discussed under the Economy section of the Comprehensive Plan, commercial marijuana uses may create new employment opportunities and do contribute to a diversified economy if sited appropriately. Policy 11 specifically suggests industrial lands for uses that may be incompatible with urban populations. Except for growing and producing in the PA-80 zone and as noted in Findings 6-8 above, marijuana uses have unique impacts such as noise, glare, odor, security considerations and impacts on minors which must be considered in siting decisions using an Administrative Review process and the imposition of reasonable standards as proposed in Section 1803. The Planning Commission finds that, with the possible exception of the RR-2 and RR-5 zones, marijuana growing and producing are generally not appropriate in residential zones. Marijuana retailing is compatible with a few commercial zoning districts where they are not sited in close proximity to residential areas and related sensitive uses. As discussed in Finding 14, and in accordance with Policy 11 (of this section), indoor marijuana growing, producing, wholesaling, processing and retailing may be appropriately sited in most industrial

districts. Proposed text amendments recommend allowing these uses on industrial lands (Industrial Park, Light Industrial and Heavy Industrial Zones) if approved through the Administrative Review process. Staff and the Planning Commission find that the use of the proposed review procedures and the application of special use standards proposed in Section 1803 are consistent with Part XII of the Comprehensive Plan.

CONTINUING WITH PART XVIII OF THE COMPREHENSIVE PLAN - AIR, LAND AND WATER QUALITY:

Part XVIII (Air, Land and Water Quality): Applicable provisions of this part of the Comprehensive Plan pertain to noise, sewage disposal, solid waste removal and surface water treatment. Goals of this section aim to "control and limit the adverse impacts of noise" and "maintain and improve land resources and the quality of the air and water of the County."

In regard to noise, the Noise Goal of the Comprehensive Plan is to "control and limit the adverse impacts of noise." Policy 4 further states that "provisions will be included in the Zoning Ordinance to prohibit encroachment of noise pollution sources into noise sensitive areas and to prohibit the encroachment of noise sensitive uses into recognized noise pollution areas." Marijuana growing and producing typically involves the use of ventilation equipment that must be used during significant portions of each day to ventilate plants and can emit sounds perceptible to nearby properties . In addition, during their final four weeks of maturity, marijuana plants emit a distinct odor and pollen which can be offensive to persons with sensitivities . As discussed in Finding 9, residential zones are intended for residential use and as such are categorized as noise and odor sensitive. The Planning Commission proposes amendments include additional setback standards for buildings housing marijuana grows in the RR-2 and RR-5 zones and recommend an Administrative Review process assure compliance with applicable standards. Staff has recommended that the amendments prohibit marijuana growing and producing in the RR-2 zone due to the smaller parcel sizes and density of residential development and recommend use of the conditional use process for growing and producing uses in the RR-5 zone. The proposed regulations as applied to residential zones directly supports Policy 4 by limiting or prohibiting the encroachment of a noise pollution source into noise sensitive areas. The Planning Commission finds that the proposed text amendments are consistent with Part XVIII of the Comprehensive Plan.

THE FOLLOWING OREGON STATEWIDE PLANNING GOALS (ORS 197) APPLY TO THIS PROPOSAL (THOSE NOT LISTED ARE NOT APPLICABLE):

Note: Columbia County's Comprehensive Plan contains provisions consistent with and in support of Oregon Statewide Planning Goals. Therefore, the proposed amendments' consistency with the Statewide Planning Goals are addressed in the discussions of the proposal's consistency with the Comprehensive Plan. Most findings in this section will reference previously discussed sections of this Staff Report.

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

For Legislative Zoning Ordinance Text Amendments, the County's land use regulations, ORS 215.060 and ORS 197.610 require notice to the public and to the Department of Land Conservation and Development (DLCD) and public hearings before the County Planning Commission and Board of Commissioners. Finding 1 describes County actions in compliance with legislative review and notice procedures and requirements. By complying with these regulations and statutes, Staff and the Planning Commission find that the County complies with Goal 1.

Goal 2 (Land Use Planning), Part I: Goal 2, Part 1 requires that decisions and actions related to land use be consistent with acknowledged Comprehensive plans of affected cities and counties and based on adequate factual information. Factual information supporting this application is addressed throughout the staff report through an analysis of both County and State laws and the proposal's consistency with these laws. The text amendment's consistency with the Columbia County Comprehensive Plan is specifically addressed above.

Goal 2, Part I further requires coordination with affected governments and agencies. As stated under Goal 1 above, any affected agencies have been notified of the request. Staff and the Planning Commission find that the requirements of Goal 2, Part I have been satisfied.

EXHIBIT B

Goal 3 (Agricultural Lands): The intent of Goal 3 is to preserve and maintain agricultural lands. As discussed in Finding 6 and under Part V(Agriculture) of the County Comprehensive Plan above, the State has defined marijuana growing and producing as a farm use which is outright permitted and has restricted other commercial marijuana related activities in the PA-80 zone. The proposed amendments would incorporate State marijuana law provisions into the County Zoning Ordinance. Therefore, Staff and the Planning Commission find that the requirements of Goal 3 have been satisfied.

Goal 4 (Forest Lands): The intent of Goal 4 is "to conserve forest lands by maintaining the forest land base and protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management of soil, air, water and fish and wildlife resources and to provide for recreational opportunities and agriculture." Proposed amendments treat marijuana growing and producing as a farm use requiring administrative use review in the FA-80 and PF-80 zone according to discretion granted to Counties by State law (See Finding 7 and 8). By incorporating State law provisions into the County zoning code, using the administrative review process and applying reasonable standards to marijuana growing and producing in the FA-80 and PF-80 zone, the requirements of Goal 4 have been satisfied.

Goal 6 (Air, Water and Land Resources Quality): Goal 6 prohibits waste and process discharges (defined as solid waste, thermal, noise, atmospheric or water pollutants, contaminants, or products therefrom), created by existing and future development, from violating state or federal environmental quality statutes, rules and/or standards. As discussed in Part XVIII (Air, Land and Water Qaulity) of the Columbia County Comprehensive Plan (above), marijuana growing and producing uses can have noise and odor impacts on adjacent residential land uses. The proposed amendments address these impacts by requiring an administrative review process, incorporating State land use related standards and adding special use standards(ie additional setbacks from indoor grows). Furthermore, where marijuana uses have been proposed to be permitted in Commercial or Industrial Zones, Site Design Review shall is required and may further address these issues. The Planning Commission finds that the requirements of Goal 6 have been satisfied.

Goal 9 (Economic Development): The intent of Statewide Planning Goal 9 is "to provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens." The goal further requires Comprehensive plans and policies to contribute to a stable and healthy economy. The proposed amendments allow for marijuana uses in appropriate zoning districts , according to additional review procedures as necessary to address potential adverse effect and apply some additional standards to assure that the uses are compatible with adjacent uses. By allowing marijuana use in this responsible and responsive manner, such uses may successfully operate in Columbia County and in turn provide economic opportunities for County residents and contribute to the vitality and diversity of the local economy. As noted in the discussion of Part X (Economy) of the County Comprehensive Plan, marijuana related economic activity including tax receipts, jobs and investment has been significant in states such as Colorado which had authorized recreational marijuana before Oregon. Increased employment increases spending locally and further contributes to economic development of the area. The allowance of marijuana uses on resource, commercial and industrial lands as proposed in the amendments supports small business development and contributes to the overall health of the economy. Staff and the Planning Commission find that the requirements of Goal 9 have been satisfied.

CONTINUING WITH OREGON REVISED STATUTES AND OREGON ADMINISTRATIVE RULE (AGRICULTURAL ZONES):

ORS 215.283

Agricultural Zones

215.283 Uses permitted in exclusive farm use zones in nonmarginal lands counties; rules. (1) The following uses may be established in any area zoned for exclusive farm use:__

...

EXHIBIT B

1) The following uses may be established in any area zoned for exclusive farm use:...

(d) A dwelling on real property used for farm use...

(e) Subject to ORS 215.279 (Farm income standard for dwelling in conjunction with farm use), primary or accessory dwellings and other buildings customarily provided in conjunction with farm use....

(o) Farm stands ...

® A facility for the processing of farm crops...

2) The following nonfarm uses may be established ....

(a) Commercial activities that are in conjunction with farm use....

(I) Home occupations as provided in ORS 215.448 (Home occupations)....

ORS 215.296

215.296 Standards for approval of certain uses in exclusive farm use zones; violation of standards; complaint; penalties; exceptions to standards. (1) A use allowed under ORS 215.213 (2) or 215.283 (2) may be approved only where the local governing body or its designee finds that the use will not:

(a) Force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use; or

(b) Significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use.

(2) An applicant for a use allowed under ORS 215.213 (2) or 215.283 (2) may demonstrate that the standards for approval set forth in subsection (1) of this section will be satisfied through the imposition of conditions. Any conditions so imposed shall be clear and objective.

660-033-0090 Uses on High-Value and Non High-Value Farmland

(1) Uses on land identified as high-value farmland and uses on land not identified as high-value farmland shall be limited to those specified in OAR 660-033-0120. Except as provided for in section (2) of this rule, counties shall apply zones that qualify as exclusive farm use zones under ORS chapter 215 to "agricultural land" as identified under OAR 660-033-0030 which includes land identified as high-value farmland and land not identified as high-value farmland.

660-033-0120 Uses Authorized on Agricultural Lands

The specific development and uses listed in the following table are permitted in the areas that qualify for the designation pursuant to this division. All uses are subject to the general provisions, special conditions, additional restrictions and exceptions set forth in this division. The abbreviations used within the schedule shall have the following meanings:

(1) A -- Use may be allowed. Authorization of some uses may require notice and the opportunity for a hearing because the authorization qualifies as a land use decision pursuant to ORS chapter 197. Minimum standards for uses in the table that include a numerical reference are specified in OAR 660-033-0130. Counties may prescribe additional limitations and requirements to meet local concerns as authorized by law.

(2) R -- Use may be approved, after required review. The use requires notice and the opportunity for a hearing. Minimum standards for uses in the table that include a numerical reference are specified in OAR 660-033-0130. Counties may prescribe additional limitations and requirements to meet local concerns as authorized by law.

(3) * -- Use not permitted.

(4) # -- Numerical references for specific uses shown on the chart refer to the corresponding section of OAR 660-033-0130. Where no numerical reference is noted for a use on the chart, this rule does not establish criteria for the use.

HV	All	USES
Farm	Other	
		Farm/Forest/ Resource
A	A	Farm use as defined in ORS 215.203

EXHIBIT B

A	A	Other buildings customarily provided in conjunction with farm use.
....		
		Commercial
R5	R5	Commercial activities in conjunction with a farm use....
R5, 14	R5, 14	Home Occupations as provided in 215.448

660-033-0130 Minimum Standards Applicable to the Schedule of Permitted and Conditional Uses

(5) Approval requires review by the governing body or its designate under ORS 215.296. Uses may be approved only where such uses:

(a) Will not force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use; and

(b) Will not significantly increase the cost of accepted farm or forest practices on lands devoted to farm or forest use.

(18)(a) Existing facilities wholly within a farm use zone may be maintained, enhanced or expanded on the same tract, subject to other requirements of law. An existing golf course may be expanded consistent with the requirements of sections (5) and (20) of this rule, but shall not be expanded to contain more than 36 total holes.

Finding 18: Oregon Revised Statutes and Oregon Administrative Rules allow marijuana growing and producing as an outright permitted farm use in agricultural zones. The proposed amendments treat marijuana growing and producing as a permitted farm use and, consistent with marijuana law(Section 34(2), HB3400A) prohibit commercial processing, wholesaling and retailing including farm stands in the PA-80 zone. Similarly, as discussed in Findings 6-8, marijuana uses should not be considered as home occupations. Consistent with OAR 660-033-0120, the proposed amendments prescribe additional limitations and requirements within the FA-80 and PF-80 zones when marijuana growing and producing uses are proposed in order to meet local concerns as authorized by 660-033-120 (1) (2). The Staff and Planning Commission find that these criteria are met.

CONTINUING WITH OREGON REVISED STATUTES AND OREGON ADMINISTRATIVE RULE (FOREST ZONES AND HOME OCCUPATIONS):

660-006-0025 Uses Authorized in Forest Zones

...

(3) The following uses may be allowed outright on forest lands: ...

(b) Farm use as defined in ORS 215.203; ...

(4) The following uses may be allowed on forest lands subject to the review standards in section (5) of this rule:..

(s) Home occupations as defined in ORS 215.448; ...

Finding 18: Oregon Revised Statutes and Oregon Administrative Rules allow farm use as an outright permitted in Forest zones. Section 34, HB3400A defines marijuana production as a farm use. In the FA-80 and PF-80 zones, the proposed amendments allow marijuana growing and producing as farm uses using an administrative review procedure in Section 1601 to address due to the unique impacts they may create. Use of this review procedure is appropriate for marijuana growing and producing uses in zones intended for forest use due to the need to protect the primary purposes of the forest use zone, assure that applicable State land use related standards are complied with and that the unique impacts of such uses are addressed. As discussed in Finding 8, additional setbacks are prescribed for indoor growing and producing buildings in zones intended for forest use. Local discretion to provide this additional review and apply reasonable standards to marijuana growing and producing in farm/forest and forest zones is granted by State marijuana law at Section 34(3) of HB3400A.(See Findings 6-8). Staff and the Planning Commission find that these criteria are met.

CONTINUING WITH THE OREGON MEDICAL MARIJUANA ACT AND MEASURE 91(RECREATIONAL MARIJUANA ACT) AS AMENDED BY HB 3400-A

As discussed in the "Background/Summary", the State of Oregon recently adopted comprehensive amendments to the Oregon Medical Marijuana Act(OMMA) enacted by votes on November. 3, 1998, by Ballot Measure 67. (Oregon Revised Statutes 475.300 et seq) and the Oregon Legalized Recreational Marijuana Initiative, Measure 91(Section 5, Chapter 1, Oregon Laws 2015) approved by voters on November 4, 2014. The proposed amendments to the Columbia County Zoning Ordinance addressing marijuana uses authorized by State Law must be consistent with the land use related provisions of HB 3400-A.

Finding 19: Staff has reviewed and incorporated land use related provision of State law into the proposed amendments to achieve consistency. More detailed findings addressing the consistency of specific provisions of HB 3400-A and proposed amendments are addressed in the various findings of this report.

It should be noted that the responsibility for implementing the Medical Marijuana Act lies with the Oregon Health Authority(OHA). The OHA has adopted administrative rules and is in the process of amending and updating them. Likewise, th Oregon Liquor Control Commission is charged with implementing the Recreational Marijuana Act and, as of date of this report, has not adopted the rules in final form. To the extent that either the OHA or OLCC rules relate to land use, Columbia County will be a partner in carrying out the requirements. Staff and the Planning Commission find that the proposed amendments are consistent with applicable provisions of the State medical and recreational marijuana laws as amended.

COMMENTS:

The following comments have been received as of **October 21, 2015.** :

Department of Land Conservation and Development: Comments from Katherine Daniels, Farm and Forest Lands Specialist with DLCD was received by email on September 17, 2015. Substantive comments are addressed in report findings.

Other Written Comments: As of October 21, 2015, Land Development Services has received written comments concerning the proposed Zoning Ordinance Text Amendments in **Attachment 4.**

CONCLUSION AND RECOMMENDATION:

Based upon facts and findings herein, the Planning Commission recommends **APPROVAL** of TA 16-01, the legislative amendment to the text of the Columbia County Zoning Ordinance to specify zoning districts in which marijuana uses are allowed, by what review processes and according to what standards. The recommended amendments are included as **Attachment 1** to this report.

As noted herein, Staff concurs with the Planning Commission's recommendation with the following exceptions:

1. Marijuana growing and producing be prohibited in the RR-2.

2. Marijuana growing and producing in the RR-5 zone be reviewed using the Conditional Use Review procedure which includes both notice to adjacent land owners and a public hearing before the Planning Commission.

ATTACHMENTS:

1. Planning Commission Recommended Marijuana Zoning Ordinance Text Amendments
2. Planning Commission Minutes: October 5, 2015 Public Hearing & October 12, 2015 Deliberations
3. Marijuana Advisory Committee Roster/Meeting Notes
4. Written Comments received as October 21, 2015

BOARD COMMUNICATION
FROM: THE LAND DEVELOPMENT SERVICES DEPARTMENT

MEETING DATE: TBD

DATE: November 18, 2015

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: Todd Dugdale, Director of Land Development Services

SUBJECT: **COUNTY CO-SPONSORSHIP OF THE 2015 HOLIDAY HOPE PROGRAM**

SUMMARY:
The St Helens Kiwanis Club is again requesting County co-sponsorship of the Holiday Hope Program. As in prior years, the program will be providing holiday food to needy families in the Columbia River Fire District area. Kiwanis will again partner with the Toy and Joy Program, who will provide toys to deserving kids in our community. Distribution of food and toys will by at the Fairgrounds Pavilion on December 18th this year. County partnership would allow me to send out information to County employees the 2015 Holiday Hope Program and how they can participate by the donation of food or money for the project.

Attached is a letter of request for County co-sponsorship from Kiwanis President, Vernae Attrash. You will note that this year's program will not be doing a canned food drive. Instead we are purchasing prepared holiday meal boxes from IGA for $20 each and asking for the donation of peanut butter and jelly in decorated boxes placed in County Departments.

ACTION REQUESTED:
Co-sponsorship of 2015 Holiday Hope Program as described in the attached letter of request.

ATTACHMENTS:
Letter of Request: St Helens Kiwanis Club

Kiwanis

Kiwanis Club of St. Helens • PO Box 295 • St. Helens, OR 97051

November 5, 2015

Columbia County Board of Commissioners
Courthouse
St. Helens, OR 97051

Dear Commissioners,

We want to thank you for your past support of the St. Helens Kiwanis Club's Holiday Hope Program. Last year, in partnership with Columbia River Fire and Rescue's Toy N Joy Program, we were able to assist more than 400 families in our community – including more than 900 children.

We would like to take this opportunity to invite the County to again co-sponsor the 2015 Holiday Hope program. In the past, this included an employee non-perishable canned food drive. For 2015, we have made a slight change in our program. Instead of a basic canned food drive, we are conducting a peanut butter and jelly food drive to hopefully provide a basic daily meal throughout the school holiday break. We are also partnering with St. Helens IGA Market to provide a full holiday meal (vs. a box of miscellaneous canned food items). We are asking for the County's continued support and allow us to inform your employees of the option to participate in the peanut butter and jelly drive and/or sponsor a family's holiday meal for $20.

If approved for the peanut butter and jelly food drive, we would deliver decorated food boxes to designated County locations on November 16th and pick them up on December 4thth. Our distribution day is scheduled for Friday, December 18th at the Columbia County Fairgrounds Pavilion Building. Any excess food donations will be re-donated to the Columbia Pacific Food Bank.

Thank you for considering the opportunity to be a co-sponsor of our event and encouraging your employees to take part of the spirit of the season and gift of community service. We look forward to hearing from you.

Sincerely,

Vernae Attrash, Club President
Kiwanis Club of Saint Helens
503-396-0042

BOARD COMMUNICATION

FROM THE LAND DEVELOPMENT SERVICES DEPARTMENT
MEETING DATE: **Wednesday, November 25, 2015-Regular Meeting-CONSENT**

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: Todd Dugdale, Director of Land Development Services

SUBJECT: **REFUND REQUEST OVER $1,000**
Evenson Logging Co.

DATE: October 16, 2015

SUMMARY:
Evenson Logging Company applied for a minor partition and paid an application fee of $1,363. It was later determined that the applicant's intent could be achieved by an application for a property line adjustment and lot of record determination.

A refund of the minor partition application fee less $15 for application processing in the amount of $1348 is needed. Refunds in excess of $1,000 must be approved by the Board.

ATTACHMENT:
Refund Request

RECOMMENDATION:
Staff recommends approval of a refund to Evenson Logging Company of $1348.

REFUND REQUEST

Columbia County Land Development Services. Courthouse, St. Helens, Oregon 97051
Phone (503) 397-1501 Fax (503) 366-3902

TYPE OF APPLICATION	CASE NUMBER
Planning	MP 16-02

$ 1363.00	Total Fee Paid	TOTAL RECOMMENDED REFUND:
$ 15.00	Less Application Processing	
$	Less Field/Office Review	
$	Less State Surcharge	$ 1348.00

Evenson Logging
APPLICANT (NAME OF PERSON TO RECEIVE REFUND)

PO Box 127
MAILING ADDRESS

Clatskanie Or 97016
CITY, STATE, ZIP

7410-000-00800
MAP NUMBER OF SUBJECT PROPERTY

19944 Beaver Falls Rd
LOCATION ADDRESS CITY

503-728-2411
PHONE NUMBER

REASON FOR FEE REFUND REQUEST:

- ☐ ERROR IN FEE CHARGED
- ☒ CHANGE IN APPLICATION
- ☒ APPLICATION WITHDRAWN
- ☐ OTHER: _____

EXPLAIN THE BASIS FOR THE REQUESTED REFUND Should have been a PLA with an LRD. Detailed information in 7410 00 00800 MP 16-02

Applicant's Signature: Joe G.H **Date:** 11-2-15

FOR STAFF USE ONLY

☐ **LDS Division / Program Review** ☐ Approved, amount of refund: $_____ ☐ Denied
Comments: _____
Signature: _____ Date: _____

☐ **LDS Director Review *(for refunds under $1,000):***
☐ Approved, amount of refund: $_____ Acct No. _____
☐ Denied
Comments: _____
Signature of Director: _____ Date: _____

☐ **Board of Commissioner Review:**
☐ Appeal of Director Decision
Date filed: _____
BOC hearing date: _____
BOC decision: _____

☐ Board of Commissioner Review *(for appeals and refunds of $1,000 or more)*
BOC hearing date: _____

Date: 11-2-15
Acct. # 100-47-02-4594
& Amt. $1348.00
I certify that this invoice is for goods/services furnished to Columbia County and funds are budgeted for this expense.
Dept. Head or authorized person

ROUTING:
1 copy in Case File
1 copy in Refund Binder
Original to Linda Wheeler for payment
Date Request Forwarded to Linda Wheeler-Crain: 11-2-15 **Forwarded by:** lw

BOARD COMMUNICATION

FROM THE LAND DEVELOPMENT SERVICES DEPARTMENT
MEETING DATE: **November 25, 2015 Regular Meeting**

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: Todd Dugdale, Director of Land Development Services

SUBJECT: **SOLID WASTE ADVISORY COMMITTEE APPOINTMENTS**

- Re-appoint Ernie Martin as Industry Rep.
- Re-appoint Mike Sheehan as At Large Rep
- Appoint Greg Johnson as Industry Rep (currently Industry Alternate) to replace Kirk Duncan
- Appoint Kirk Duncan as Industry Alternate to replace Greg Johnson

DATE: November 18, 2015

SUMMARY:

Waste Connections SWAC member Ernie Martin's term expired on December 31, 2014. The SWAC recommends that Ernie Martin be re-appointed to the SWAC as Waste Connections Industry Representative with his term running an additional three (3) years, through Dec. 31, 2017.

The term of SWAC At-Large member, Mike Sheehan, expired December, 2014. The Solid Waste Advisory Committee recommends Mike Sheehan be re-appointed to the SWAC as an At-Large member for an additional three (3) years, through December 31, 2017

Waste Management SWAC member Kirk Duncan's term expired on December 31, 2014. Kirk will serve as the Industry Alternate. The SWAC recommends that Kirk Duncan be appointed to the SWAC as Waste Connections Industry Alternate with his term running an additional three (3) years, through Dec. 31, 2017.

With Kirk Duncan's request to be appointed to Industry Alternate, the SWAC recommends current Industry Alternate Greg Johnson be appointed as Waste Management's Industry Rep replacing Kirk Duncan. Greg Johnson's appointment will be for three (3) years, through Dec 31, 2018.

SUGGESTED MOTION:
I move to re-appoint the following members to the Solid Waste Advisory Committee with terms to expire on December 31, 2017:
Ernie Martin as an Industry Representative
Mike Sheehan as an At-Large member

I move to appoint Greg Johnson of Waste Management to replace Kirk Johnson of Waste Management as an Industry member.

I move to appoint Kirk Johnson of Waste Management to replace Greg Johnson of Waste Management as an Industry Alternate.

Prepared By: Kathy Boutin-Pasterz, Solid Waste Program Coordinator

ESCROW INSTRUCTIONS FOR HERMO ROAD FUNDS HELD

To: Guardian Contract Services, Escrow Agent
PO Box 2316
Lake Oswego, OR 97035
(503) 684-6556

The Principals to this escrow are the following:
Columbia County ("County") and Cascade Kelly Holdings, LLC, d/b/a Columbia Pacific Bio-Refinery ("CPBR").

You are hereby directed to hold funds in the amount of $200,000 in a non-interest-bearing escrow trust account. The funds shall be held to ensure the completion of Hermo Road in accordance with the construction permit, which is attached hereto and incorporated herein by this reference, and to ensure payment for engineering services that the County has contracted.

CONDITIONS FOR RELEASE/PAYMENT OF FUNDS:

Escrow holder is instructed to disburse funds as follows:

1. To CPBR in the amount of $100,000 upon submission of a Release of Funds Letter by the County for completion of Phase 2a of Hermo Road.
2. To CPBR for the amount remaining in the account, including interest accrued, upon submission of a Release of Funds Letter by the County for final completion of Hermo Road.
3. To the County for the amount remaining in the account, including interest accrued, upon submission of an order by the Columbia County Board of County Commissioners authorizing release of funds and finding that CPBR has either failed to pay for engineering services as agreed or failed to complete construction of Hermo Road in accordance with the permit.

Any modification of these instructions shall be given mutually by the undersigned in writing and escrow holder is specifically instructed that only such mutual instructions are to be recognized.

In the event of conflicting claims to the funds held pursuant to these instructions, you have absolute right at your election, to file an action in interpleader requiring the principals to answer and litigate their several claims and rights amongst themselves, and you are authorized to comply with the requisite interpleader statutes of the State of Oregon in this regard. Any cost relative to the same shall be deducted from the funds held.

These instructions may be executed in counterparts, each of which shall be deemed an original, regardless of the date of execution and delivery. All such counterparts shall constitute one and the same document

DATED this 2nd day of November, 2015.

COLUMBIA PACIFIC BIO-REFINERY:

By: SG
Name: Sean T. Gomez
Title: VP-M&A
Date: 11/2/15

~~STATE OF OREGON~~)

COMMONWEALTH OF MASSACHUSETTS)
) ss.
County of ~~Columbia~~ Middlesex)

THIS INSTRUMENT was acknowledged before me on November 2, 2015,
by Sean T. Geary, VP - MCA.

PHILIP SEGALOFF
Notary Public
Commonwealth of Massachusetts
My Commission Expires November 14, 2019

Notary Public for ~~Oregon~~ Massachusetts
My Commission Expires : 11/14/19

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Anthony Hyde, Commissioner

By: _____
Earl Fisher, Commissioner

STATE OF OREGON)
) ss.
County of Columbia)

THIS INSTRUMENT was acknowledged before me on _____, 2015,
by Henry Heimuller, Anthony Hyde, and Earl Fisher, as Commissioners of Columbia County, Oregon, on behalf of whom this instrument was executed.

Notary Public for Oregon
My Commission Expires :_____

ESCROW AGENT

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

STATE OF OREGON)
) ss.
County of Columbia)

THIS INSTRUMENT was acknowledged before me on _____, 2015,
by _____.

Notary Public for Oregon
My Commission Expires :_____

COLUMBIA COUNTY ROAD DEPARTMENT

PUBLIC ROAD APPLICATION AND CONSTRUCTION PERMIT

COUNTY ROADMASTER
1054 OREGON ST.
ST. HELENS, OR 97051
PHONE: 503-397-5090 FAX: 503-397-7215

PERMIT NO._____

DISTRICT_____

APPLICANTS NAME AND MAILING ADDRESS:

Global
Dan Luckett
81200 Kallunki Rd.
Clatskanine, OR 97016

PHONE: 5037287003 FAX: 5037287065

CONTRACTOR NAME AND ADDRESS: (IF DIFFERENT)

Tom Fisher
53990 West Lane Road
Scappoose, OR 97056

PHONE: 5035437979 FAX: 5035437299

SIGN HERE

SIGNATURE OF CONTRACTOR/APPLICANT: RDL

CONTRACTOR/APPLICANT HEREBY APPLIES TO THE BOARD OF COMMISSIONERS THROUGH THE ROAD DEPARTMENT FOR PERMISSION TO PERFORM CERTAIN OPERATIONS UPON THE RIGHT-OF-WAY OF A COUNTY ROAD OR PUBLIC ROAD UNDER COUNTY JURISDICTION AS SHOWN ON THE MAP OR PLAN ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

☐Construct, operate and maintain a _____ utility line.
☒Construct a public or County Road.
☐Miscellaneous operations and/or facilities as described.
Description of miscellaneous operations and/or facilities:_____

Road Name Hermo Road (ATTACH VICINITY MAP, IF NOT A COUNTY ROAD)
Address of work (or other description): Quincy Mayger intersection to CCBR property
Side of Road (N,S,E,W)_____ Distance from centerline of pavement_____
Distance from travel edge of road_____
Buried pipe or cable depth_____ Size and kind_____
Method of installation: ☐ Trench ☐ Plow ☐ Bore
Estimated starting date 7/1/2015 Estimated completion date 7/1/2017

ATTACH PLANS (IF APPLICABLE)

THIS PERMIT IS ISSUED BY THE COUNTY ROAD DEPARTMENT SUBJECT TO THE "SPECIFICATIONS FOR FACILITIES OR OPERATIONS UPON A PUBLIC ROAD" ATTACHED HERETO AND IS ACCEPTED AND APPROVED BY CONTRACTOR/APPLICANT SUBJECT TO SAID TERMS AND PROVISIONS. CONTRACTOR/APPLICANT CERTIFIES THAT ALL INFORMATION SUPPLIED ON THIS APPLICATION IS CORRECT AND AGREES TO ABIDE BY ALL APPLICABLE FEDERAL, STATE AND COUNTY LAWS, RULES AND REGULATIONS WITH REGARD TO PERFORMANCE UNDER THE PERMIT.

AND SPECIAL CONDITIONS FOR HERMO ROAD CONSTRUCTION RDL 7/6/15

APPROVED BY: David A Hill

DATE: 7-6-15

BOND REQ'D PRIOR TO CONSTRUCTION: ☒ *YES* ☐ *NO*

NOTE: This permit is subject to the "Special Conditions for Hermo Road Construction Permit," which is attached hereto and incorporated herein.

NOTE: CALL ROAD DEPT. AT LEAST 12 HOURS BEFORE COMMENCING WORK. COPY OF PERMIT TO BE KEPT AT JOB SITE.

SPECIFICATION FOR FACILITIES OR OPERATIONS UPON A PUBLIC ROAD

PLAN REQUIREMENTS

A) UTILITY CONSTRUCTION

1. Two (2) sets of plans are required.
2. Plans shall state roads involved and give approximate dimensional location or provide staking of proposed facilities in relationship to centerline of road and edge of existing pavement.
3. Materials and sizes of facilities shall be stated on plans.
4. If other utilities or facilities may be in conflict with proposed project they shall be shown on the plans.
5. Traffic plan if required. (Minimum OSHA standards)

B) ROAD CONSTRUCTION

Comply with requirements in Columbia County Road Standards Document.

LIABILITY AND CONTROL

Applicant shall be responsible and liable for all damage or injury to any person or property resulting from the physical location, installation, construction, maintenance operation or use of the facility or operation for which the Applicant has been granted a permit. Applicant shall indemnify and hold harmless the County of Columbia, its officers, agents and employees against any and all damages, claims, demands, actions, causes of action, costs and expenses of whatsoever nature which they or any of them may sustain by reasons or acts, conduct, or operation of Applicant, its officers agents or employees in connection with locating the physical location, installation, construction, maintenance, repair, operation or use of said facility or in conducting an operation. The Applicant shall file with the Road Department evidence of insurance in the following minimum amounts:

(a) $50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence.

(b) $100,000 to any claimant as general and special damages for all other claims arising out of a single accident or occurrence unless those damages exceed $100,000, in which case the claimant may recover additional special damages, but in no event shall the total award of special damages exceed $100,000.

© $500,000 for any number of claims arising out of a single accident or occurrence.

The work area during any construction or maintenance performed under the permit provisions shall be protected in accordance with the current "Manual on Uniform Traffic Control Devices for Street and Highways" as amended or supplemented by the State Highway Commission. Necessary signs shall be furnished by the Applicant unless otherwise specified in the permit.

All signs, barricades, lights, cones and other such devices, and all flag-persons, pilot cars, pilot car operators and other such labor and equipment required for the safe directing and guiding of public traffic shall be provided, furnished and maintained by the Applicant. These protective and directional measures shall be undertaken beyond and outside the limits of the project, as well as within the project limits, when they have a direct bearing on or reference to the project.

During suspension of work, for any reason, the Applicant shall continue to be responsible for and shall maintain all temporary and protective and directional devices throughout the period of suspension in the same manner as when work is being performed.

Applicant is liable for any and all losses incurred due to deficiencies in traffic control or signing.

To insure compliance with the terms and conditions of the permit, the Road Department reserves the right to inspect the work during such periods as the Roadmaster deems necessary, to check compliance with the terms of the permit by Applicant and to require Applicant to correct all deviations from those terms and conditions.

Any supervision and/or control exercised by the Road Department personnel shall in no way relieve the Applicant of any duty or responsibility to the general public nor shall such supervision and/or control relieve Applicant from any liability for loss, damage or injury to persons or property.

If the highway surface or highway facilities are damaged by the Applicant, Applicant shall replace or restore highway surface or highway facilities to a condition satisfactory to the Roadmaster, whether discovered at the time of installation or at a later date.

PERFORMANCE BOND

The County may require a performance bond for completion of the work in accordance with the approved plans and specs in an amount up to 100% of the cost of construction.

CONSTRUCTION AND LOCATION

Applicant or its contractor shall advise the Road Department office at 397-5090 at least 12 hours prior to commencing construction of a facility for which a permit has been issued.

Applicant's completed facility shall be in substantial conformance with the drawings or sketches required unless special permission is obtained from the Roadmaster to vary from same during installation. When such permission is obtained, Applicant shall furnish the Roadmaster a set of "as constructed" drawings or sketches detailing any such variances.

TRENCHES

No trench shall be excavated with a top width in excess of eighteen (18) inches more than the outside diameter of the pipe, conduit or cable to be installed with our permission is first obtained from the Roadmaster.

Trenched edges in paved areas shall be sawed or cut to neat lines by methods satisfactory by the Roadmaster to a depth sufficient to permit removal of the pavement without damage to the pavement to be left in place.

The depth of the trench shall be such that the top of the pipe or cable or other facility shall not be less than twenty-four (24) inches lower than of ground cover or the adjoining road surface, whichever is lower. In addition, the side of the pipe or cable or other facility shall be buried at a lateral distance not less than twenty-four (24) inches from any vertical or sloping surface such as the side of a ditch or a bank. In cases where the ground material makes placement at twenty-four (24) inches at depth impossible or impractical, the Roadmaster may approve adequate mechanical protection in lieu of such burial by such methods as are satisfactory to the Roadmaster. Any uneven ground surfaces adjacent to the trench shall be leveled off or the depth of the trench increased.

Maximum length of the open trench shall not be greater than 500 feet and no trench shall be left in an open condition overnight.

Excavated material shall be piled in a manner as to cause the least possible restriction to traffic.

Immediately after the facility authorized by the permit has been placed in the trench, the trench shall be backfilled. If the trench is in the roadbed (surface or shoulder) the trench must be backfilled with Controlled Density Fill (CDF), commonly designated as flowable fill.

Specifications are as follows:

1) Less than 300 psi in 28 days.

2) 10 psi required before opening to traffic.

3) Must be non-segregating which requires air entrainment less than 15%.

4) Slump less than 4 inches will require backhoe tamping or vibrator.

5) Accelerators recommended for high early strength to allow for traffic.

The surface material shall be asphalt concrete placed to a compacted thickness of four (4) inches or the thickness of the removed pavement, whichever is greater.

The surface grade of any trench shall not deviate from the existing grade by more than ½ inch nor shall it create any noticeable bump or otherwise objectionable ride for motorists.

JACKING, DRIVING AND BORING (Move in front of trenching)

Utility crossings under paved roadways shall be jacked, driven or bored where possible. When the jacking, driving or boring method is used it shall be by approved means which will hold disturbances of surrounding material to a minimum. Sluicing and jetting is not permitted. Void or displacement outside the outside perimeter of the pipe, conduit or cable where greater than 0.1, shall be filled with sand or cement grout packed in place.

PLOWING

Unless special permission is first obtained from the Roadmaster, direct burial of cable placed by the plowing method shall be limited to areas outside the surfaced and shoulder portion of the roadway.

WATER LINES

Water lines crossing public roads shall be encased in casing pipe. Casing pipe shall be constructed to prevent leakage throughout its entire length under the road surfacing. Casing shall be installed so as to prevent the formation of a waterway under the road grade. The casing shall be not less than ten (10) gauge welded steel pipe or approved PVC pressure pipe. The ends of the casing shall extend three (3) feet from each edge of the road surface.

CLEANUP

All debris, refuse and waste of all kinds which may have accumulate upon the public road by reason of the activity of the Applicant shall be removed immediately upon completion of the said activity, or as require by the Roadmaster, and the said public road must be restored to a condition as good as better than it was prior to such activity.

The contractor shall at all times so conduct his or her work as to insure the least possible obstruction or hazard to traffic. The convenience of the general public and the residents along the highway and the protection of persons and property is of prime importance and shall be provided for by the Contractor in an adequate and satisfactory manner.

Construction equipment shall not be parked on the traveled way, shoulder area, narrow median areas, gore areas, sidewalk or other such areas of the highway or street open to public traffic except as necessary for the work. Equipment so parked shall be adequately protected. Construction materials shall not be stockpiled on the traveled way, shoulder area, gore areas, sidewalks or other such areas unless permitted by the Roadmaster for temporary storage and is adequately marked and protected. Other locations within the project areas where parked equipment

and stockpile material present a hazard to the public as determined by the Roadmaster shall be adequately protected by barrier or other means.

MAINTENANCE OF UTILITIES

Permittee shall maintain at least a seven foot radius clear zone around any structure in the County right-of-way that is less than eight feet in height above the ground. Permittee shall not allow any vegetation to grow within the clear zone. If Permittee applies herbicides in the clear zone, Permittee shall comply with all Oregon laws, rules and regulations with respect to such application. Permittee shall immediately inform the County of the type of herbicides used as well as the amount used and date of application.

Permittee shall be liable for any and all damage to person or property or environmental liability caused by the application of herbicides. The County shall not be liable and Permittee shall indemnify and hold the County harmless from and against any damage to person or property, and any environmental liability cause by Permittee's failure to maintain the clear zone or caused by Permittee's maintenance of said clear zone, including the use and/or application of herbicides. If Permittee fails to maintain the clear zone, the County may maintain the clear zone and charge the Permittee costs to do so and the County may also immediately revoke this Permit. The County shall not be responsible for any damage done to Permittee's property during the County's maintenance of the clear zone. Permittee shall immediately reimburse the County for any and all damages suffered by the County while maintaining the clear zone, including costs to maintain the clear zone, and costs to repair ditches, road shoulders and County equipment."

REMOVAL, RELOCATION, REPAIR

A. If any person fails to place, build, construct, maintain or remove a ditch, structure, facility or utility in accordance with rules and regulations adopted pursuant to this ordinance and the conditions of any construction permit issued pursuant to this ordinance, the Columbia County Roadmaster may, after the expiration of 30 days following the transmittal of a written notice to such person, at the expense of such person, remove the ditch, structure, facility or utility from the right of way or reconstruct, repair or maintain the ditch, structure, facility or utility in accordance with or as required by such rules and regulations and the conditions of the permit. This expense may be recovered from such person by the County in any court of competent jurisdiction.

B. Notwithstanding subsection A of this section, if the Roadmaster or his designee determines that a traffic or pedestrian hazard is created by the ditch, structure, facility or utility which causes imminent danger of personal injury, he may:

1) Order the ditch, structure, facility or utility removed, repaired or maintained to eliminate the hazard, within 24 hours after delivery of written notice to the person who placed or constructed the ditch, structure, facility or utility, and to the owner of the property on which the non-compliance occurred.

2) If the ditch, structure, facility or utility is not removed, repaired or maintained to eliminate the hazard within the time set under paragraph 1) of this subsection, eliminate the hazard and recover the expenses of any removal, repair or maintenance of the ditch, structure, facility or utility from any such person in any court of competent jurisdiction.

For a period of one (1) year following the completion of work, the Applicant shall be responsible for the condition of the road surface and shoulders where work was done. Upon the request of the Road master, the Applicant shall repair any patches which become settled, cracked, broken or otherwise faulty.

The permit is issued pursuant to the law of the State of Oregon which authorizes the County to subsequently require the Applicant to remove, relocate, or repair the facility covered by the permit at the sole cost of Applicant.

WARRANTIES, OTHER AGENCIES

The County does not warrant that it has title to the right of way subject to this permit or the process by which it obtained the right of way or granted this permit. The County conveys only such permission as it has right, title and legal authority to convey. Applicant waives any right to damages occasioned by the County having no, or lessor, rights to the right of way or the County having failed to properly grant or administer this permit.

The County does not warrant that the right of way subject to this permit is suitable for any particular purposes and Applicant accepts the same AS IS. Applicant represents that he has inspected the right of way and that he is relying solely upon his inspection, and not upon any representations of the County, in his planning and conduct of operations therein. The County shall not be obligated to repair or maintain the improvements constructed by Applicant and such responsibility shall be Applicant's alone, until such time as the improvements are accepted as a County Road as that term is defined by Oregon law.

Nothing in this permit is intended to grant rights or imply approval in areas not falling within the authority and jurisdiction of the Public Works Department. It is the responsibility of Applicant to determine the need for and to obtain such licenses, permits, or other forms of approval which may be required by other State agencies, federal agencies, cities and/or counties of Oregon, utility companies or railroads.

COMPLIANCE

If the Applicant is found to be out of compliance with any of these requirements or specifications, the Road master shall notify the Applicant and request the repairs to be made. If they are not made within the time requested or if an emergency exists, the Road master may restore or replace the highway facilities by contractor or County forces, and the costs incurred shall be paid by the Applicant. No additional permits shall be issued to the Applicant by any department of the County, including the Planning Department, Road Department, or other County Department or Agency until the repairs are made and/or paid for.

SURVEY MONUMENTS

Applicant shall comply with ORS 209.150 regarding the removal or disturbance of survey monuments. All survey monuments that are disturbed or removed shall be replaced by a registered surveyor.

SEASONAL CONSIDERATIONS

The Road master may refuse to issue any permit or suspend any permit previously issued when due to weather or ground conditions, or for other important reasons, in the sole discretion of the Road master.

SEVERABILITY

If, for any reason, any portion of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion of the ordinance shall be deemed a separate, distinct and independent portion and such holdings shall not affect the validity of the remaining portions hereof.

Columbia County Road Department
1054 Oregon Street, St. Helens, OR 97051

David A. Hill, PE Public Works Director

Ph: (503) 397-5090 Fax: (503) 397-7215
e-mail: David.Hill@co.columbia.or.us

SPECIAL CONDITIONS
FOR HERMO ROAD CONSTRUCTION PERMIT

The County's "Public Road Application and Construction Permit" form contains standard terms and conditions, titled "Specifications for Facilities or Operations upon a Public Road" (hereinafter "Standard Terms"). The Construction Permit for Hermo Road is subject to additional "Special Conditions," which are listed herein. These Special Conditions will control in case of conflict with the Standard Terms of the Construction Permit. The Special Conditions are as follows:

1. Permittee (also known as the Permit Applicant) shall procure at its own expense, and keep in effect at all times during the term of the permit including any extensions, a performance bond equivalent to 100% of the estimated cost of construction ($12,760,000) to provide for the completion of the project in accordance with the approved plans and specifications. Permittee shall pay for a consulting firm to complete the preliminary engineering, plans and specifications, and wetland mitigation plan, and shall pay the consulting firm contracted with the County to perform the construction engineering services as required by the County for the project. The scope of work for construction engineering services shall be as provided in Parametrix's work proposal dated May 28, 2015, titled "Exhibit A, Columbia County Road Department Hermo Road Improvement Project Construction Quality Assurance." The County's Consultant will be the designated Project Manager with authority to enforce the provisions of the contract and shall provide quality assurance, inspection, testing, monitoring and reporting to assure compliance with the plans and specifications. The associated cost for this scope of work shall not exceed $894,000, unless otherwise approved by Permittee. Permittee shall pay the consulting engineering firm within 30 days after approval of the invoice by the County.

   Permittee shall also deposit funds with a third-party escrow agent agreeable to both the County and Permittee in the amount of $200,000 which shall be used for payment of engineering services not paid by the Permittee or emergency repair work to Hermo Road to bring it to a condition where it can be used for its intended purpose should Permittee fail to complete construction in accordance with the plans and specifications. Funds in escrow shall not be released unless County notifies Permittee in writing of a failure to comply, and Permittee fails to cure the noncompliance (or obtain County approval of a compliance plan) within 30 days of the notice of noncompliance. Half of the $200,000 deposit shall be released back to Permittee after completion of Phase 2a of the work. As described in the Parametrix May 28, 2015 proposal, Phase 2a shall consist of:

RPL

"Construction of Hermo Road to top of aggregate. Work includes all grading, drainage, roadway aggregate section from Quincy Mayger Road to the CPBD entrance. Work is assumed to be 6 months from July through December 2015."

2. Columbia County makes no guarantee of quantities or suitability of materials for the project. Quantities listed in the bid proposal form are "engineering estimates" generated for comparison of bids. Final quantities may vary considerably.

3. All environmental permits (Corps, DSL and DEQ) must be transferred from the County to Permittee, and Permittee shall comply with all permit conditions and keep all permits current. If construction is not completed, Permittee shall transfer the permits back to County immediately upon the County's written request. Transfer of all permits to Permittee shall be initiated by the County.

4. Construction shall begin no later than September 1, 2015 and shall be completed in accordance with County approved engineering specifications within three years of permit issuance. Work on Port property for wetland mitigation construction shall be completed in compliance with the permit requirements, and in no case later than 3 (three) years after issuance of this permit. Monitoring to ensure establishment of the newly constructed wetland mitigation area, and any additional work necessary to ensure establishment of the wetland mitigation area to comply with the environmental permits shall be the responsibility of Permittee, even after the permit is transferred back to the County.

5. Permittee shall obtain all necessary permits and approvals from the Port of St. Helens and PGE to enter onto property outside of the right-of-way to construct Hermo Road and complete wetland mitigation.

6. Hermo Road shall remain open at all times during construction, with no more than a 15-minute delay, for access to all adjacent properties.

7. All construction work shall be coordinated with affected utilities, such as but not limited to NW Natural Gas and the local water and drainage districts.

8. The construction contractor shall meet weekly with the County and the County's consulting engineer to report on progress and resolve any issues during all periods of active construction.

9. Any change to the plans or specifications shall be approved in writing by the County and Permittee. Changes made without written approval shall be a basis for withholding deposit funds.

10. A railroad crossing (to include but not limited to: arms, signals, and any rail line improvements necessary to accommodate the improved crossing) shall be constructed at the rail line's intersection with Hermo Road, shall be approved by ODOT Rail Division, and shall be paid for by the Permittee. A railroad crossing final design has yet to be determined. County will re-apply for an ODOT rail permit, and Permittee shall conform to the final design requirements as dictated by ODOT Rail.

RDL

11. Any Contractor hired to perform construction work on Hermo Road shall not be on any state or federal debarment list. Personnel assigned to the work required under this Agreement shall be fully qualified to perform the work to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the state of Oregon, are so registered, licensed or bonded.

12. Permittee shall guarantee all work under this permit against all defects in materials and workmanship. This guarantee shall extend for a period of one year from the date of final acceptance of the project. Permittee shall promptly make all necessary repairs or replacements to correct any defects in workmanship or materials for which it has been notified by the County within the guarantee period. Normal wear and tear and the results of accidents not chargeable to Permittee or its agents are excepted from the above requirements.

13. Permittee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused or alleged to be caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Permittee, its officers, agents and/or employees arising out the performance of this road construction permit. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees. Permittee shall also require its construction contractor to indemnify the County in the same manner.

14. Permittee and its contractor shall, at its own cost and expense, procure from an insurance company or companies licensed in the state of Oregon and shall maintain in full force and effect at all times during the term of this permit, and any extension thereof, the following minimum amounts of insurance:

    a. Comprehensive general liability insurance in the amount of $2,000,000 with aggregate limit of not less than $3,000,000.

    b. Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage in the amount of $2,000,000 each accident.

    c. Environmental Liability Insurance in the amount of $1,000,000 covering the liability of Permittee and its contractor for bodily injury, property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs incurred by Permittee or its contractor, all arising out of the work or services (including the transportation risk, when applicable) to be performed under this contract.

    Permittee and its contractor shall provide a certificate or certificates of insurance in the amounts required which names Columbia County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. In addition, Permittee and its contractor shall notify the County immediately if any insurance coverage required by this paragraph will be canceled, not

RPC

renewed, modified in any material way, or changed to make the coverages no longer meet the minimum requirements of this permit.

15. In addition to the provisions of the "Compliance" paragraph of the Standard Terms of the permit, the County may revoke this permit if Permittee or its contractor fails to comply with the terms, requirements, and specifications of the permit. The County may use deposited funds and / or the performance bond to complete the work under the permit.

RDL

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Petition by Quentin and Amy Frugia to Name a New Private Road, off of Columbia River Highway near Warren, "Century Drive"	))))	ORDER No. 52-2015

WHEREAS, the Columbia County Board of Commissioners can name a private road if citizens so request, and if the Director of the County Land Development Services Department determines that under the circumstances, naming the private road would serve the interest of the public and be beneficial to the County; and

WHEREAS, on October 8, 2015, Quentin and Amy Frugia submitted a petition to name a new private road off of Columbia River Highway near Warren; and

WHEREAS, the new private road serves six properties known as Tax Map ID Numbers 4119-040-01702, 4119-040-02000, 4119-040-02100, 4119-040-02201, 4119-040-02200, and 4119-040-02400, and all property owners with affected properties have signed the petition in support of naming the private road; and

WHEREAS, the Director of Land Development Services has determined that the petition meets the criteria set forth in Ordinance No. 81-6 (Rural Addressing Ordinance), Section 7.04, as amended, regarding the naming of private roads and recommends petitioner's first choice, "Century Drive." The Director's recommendation is attached hereto as Exhibit A and is incorporated herein by this reference.

NOW THEREFORE, IT IS HEREBY ORDERED that the new private road serving properties known as Tax Map ID Numbers 4119-040-01702, 4119-040-02000, 4119-040-02100, 4119-040-02201, 4119-040-02200, and 4119-040-02400 shall be named "Century Drive."

Dated this ____ day of _____, 20___.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON:

Approved as to form

By: _____
Office of County Counsel

By: _____
Henry Heimuller, Chair

By: _____
Anthony Hyde, Commissioner

By: _____
Earl Fisher, Commissioner

BOARD COMMUNICATION

FROM THE LAND DEVELOPMENT SERVICES DEPARTMENT
MEETING DATE: _November 4, 2015 **CONSENT AGENDA**

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: Todd Dugdale, Director of Land Development Services

SUBJECT: **ROAD NAMING REQUEST**
Quentin and Amy Frugia, Applicants
Private Road off Columbia River Highway in Warren

DATE: October 22, 2015

SUMMARY:

Quentin and Amy Frugia have applied for a new Private Road that is located off Columbia River Highway in Warren a as shown on the attached maps. Presently there are 3 property owners who will be able utilize this new private road; all have signed the attached application and stated they support the applicant's first name choice of "Century Drive." All agencies who were notified have no issues with this new private road name.

After the Board's approval of the applicant's proposal, Land Development Services will provide 3 new addresses off Century Drive for all affected property owners and will notify the affected agencies of these new addresses.

FINDING:

The submitted application for the naming of "Century Drive" meets criteria set forth in Section VII, Road Names, of Ordinance 81-6 as amended; specifically Subsection 7.04 regarding the naming of private roads.

Land Development Staff, the County Road Master, Columbia 911, Columbia River Fire & Rescue, St. Helens Post Office, and County Cartographer all support the 1st choice of "Century Drive" and find no conflicting road names with the applicant's choice.

RECOMMENDATION:

Staff recommends approval of applicant's 1st choice for the road to be named "Century Drive."

ATTACHMENTS:

1. **Application to Name a Road & Maps**
2. **Referral And Acknowledgments**
3. **Draft Board Order**

AERIAL MAP OF PROPERTIES SERVED BY CENTURY DRIVE
Solid Line delineates Century Drive
Dashed line delineates private driveways off Century Drive

Ownership of Affected Properties

Property Owner	Tax Map ID Number	Current Address
Richard & Cheryl Gross	4119-040-01702	56084 Columbia River Highway
Richard & Cheryl Gross	4119-040-02000	56082 Columbia River Highway
Quentin & Amy Frugia	4119-040-02100	56080 Columbia River Highway
Quentin & Amy Frugia	4119-040-02201	Vacant
Leo & Amy Stoddard	4119-040-002200	56078 Columbia River Highway
Leo & Amy Stoddard	4119-040-02400	Vacant

ROAD 10

RECEIVED
OCT - 8 2015

COLUMBIA COUNTY
LAND DEVELOPMENT SERVICES

Columbia County Courthouse ✦ St. Helens, Oregon 97051 ✦ (503) 397-1501 ✦ Fax: (503) 366-3902

APPLICATION TO NAME / RENAME A ROAD

Fee: $176.00 195.00

Applicant Name: QUENTIN & AMY FRUGIA	Date of Application: 10-8-15
Mailing Address: 56080 Columbia River Hwy	Applicant Signature: Quentin Frugia Amy Frugia
City, Zip: Warren, OR 97053	Phone Number: 503-366-2991

Township, Range, Section(s): 4N1 W19-DD (LOTS: 1702, 2000, 2100, 2200, 2300, 2400, 2201)

General Location: Warren between Midway Vet and Berg Rd on the east side of the railroad tracks.

Current Road Name: *(If any)* _____

Proposed Names: *(Please list three)*
1st Choice: Century Drive (One of the houses was built in 1916, so the driveway is literally 100 years, one century, old.)
2nd Choice: Aspen Drive
3rd Choice: Dove Drive

Reason for Name Change: Needed for building permit. Already 4 houses served off of one driveway.

Affected Properties: *(Attached additional page if necessary)*

Owner Name (Print): QUENTIN & AMY FRUGIA	Address: 56080 Columbia River Hwy Warren, OR
Signature: Quentin Frugia	Tax Account #: 8875, 8877
Owner Name (Print): RICHARD & CHERYL GROSS	Address: 56084, 56082 Columbia River Hwy
Signature: Cheryl L Gross	Tax Account #: 8867, 8874
Owner Name (Print): LEO & AMY STODDARD	Address: 56078 Columbia River Hwy
Signature:	Tax Account #: 8876, 8878, 8879
Owner Name (Print):	Address:
Signature:	Tax Account #:

Sorry! my 2yr old got my pen.

Applicant: Please return completed application to Land Development Services.

For Office Use Only

Date Rec'd 10-8-15 Receipt # 15855 Check # 2038 Staff Member [illegible]

ROAD 10

EXHIBIT A

RECEIVED
OCT - 8 2015

COLUMBIA COUNTY
LAND DEVELOPMENT SERVICES

Columbia County Courthouse ✦ St. Helens, Oregon 97051 ✦ (503) 397-1501 ✦ Fax: (503) 366-3902

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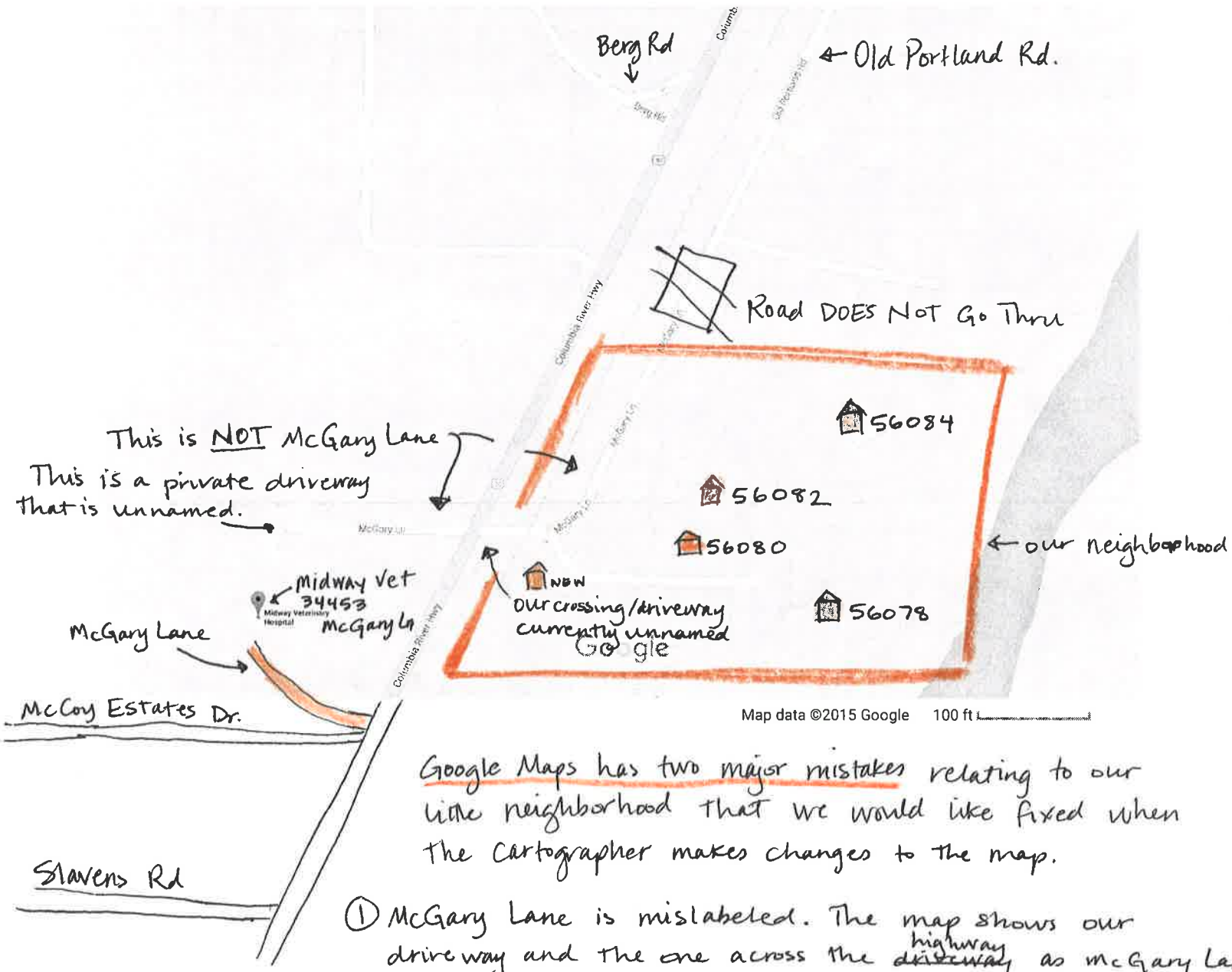
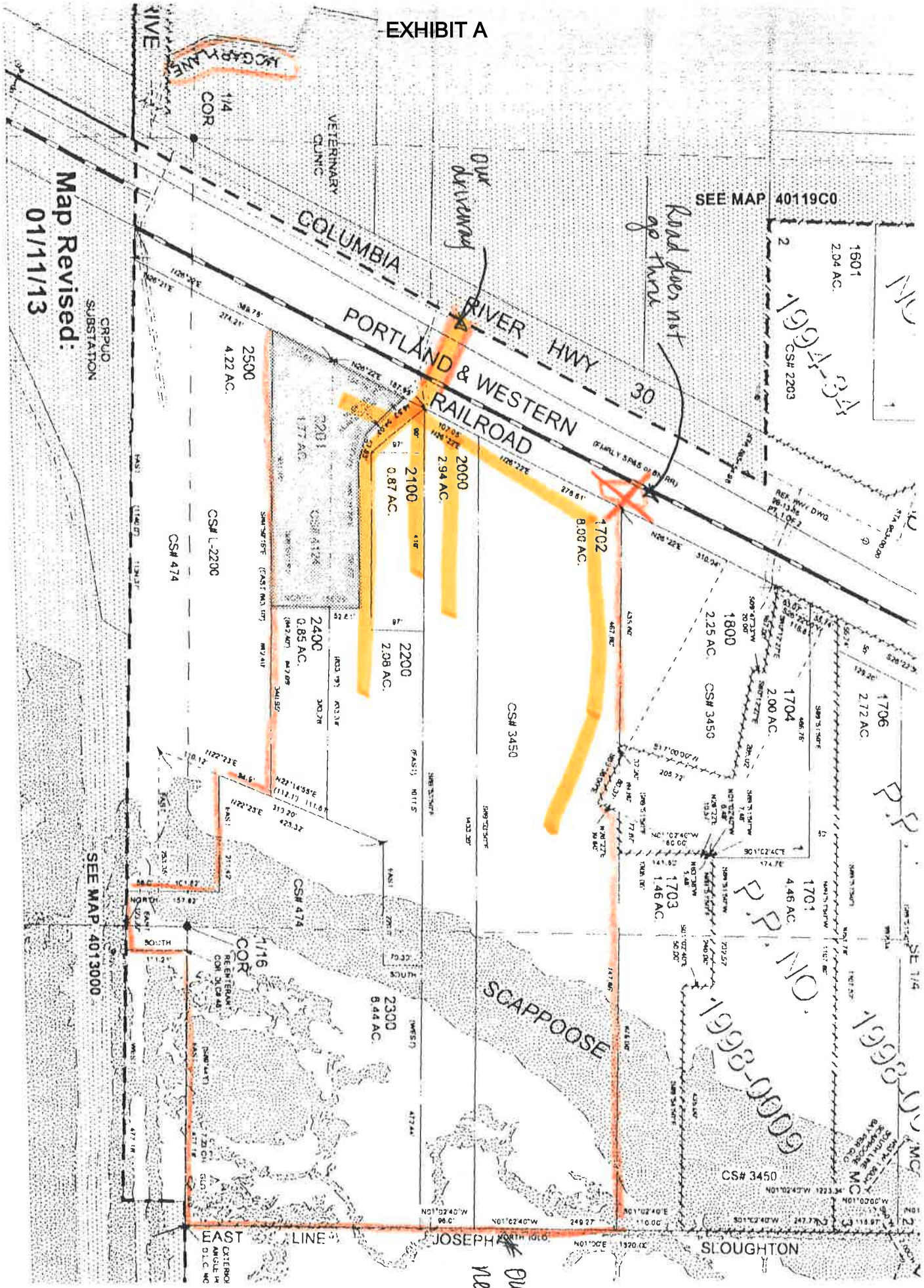
Google Maps Midway Veterinary Hospital

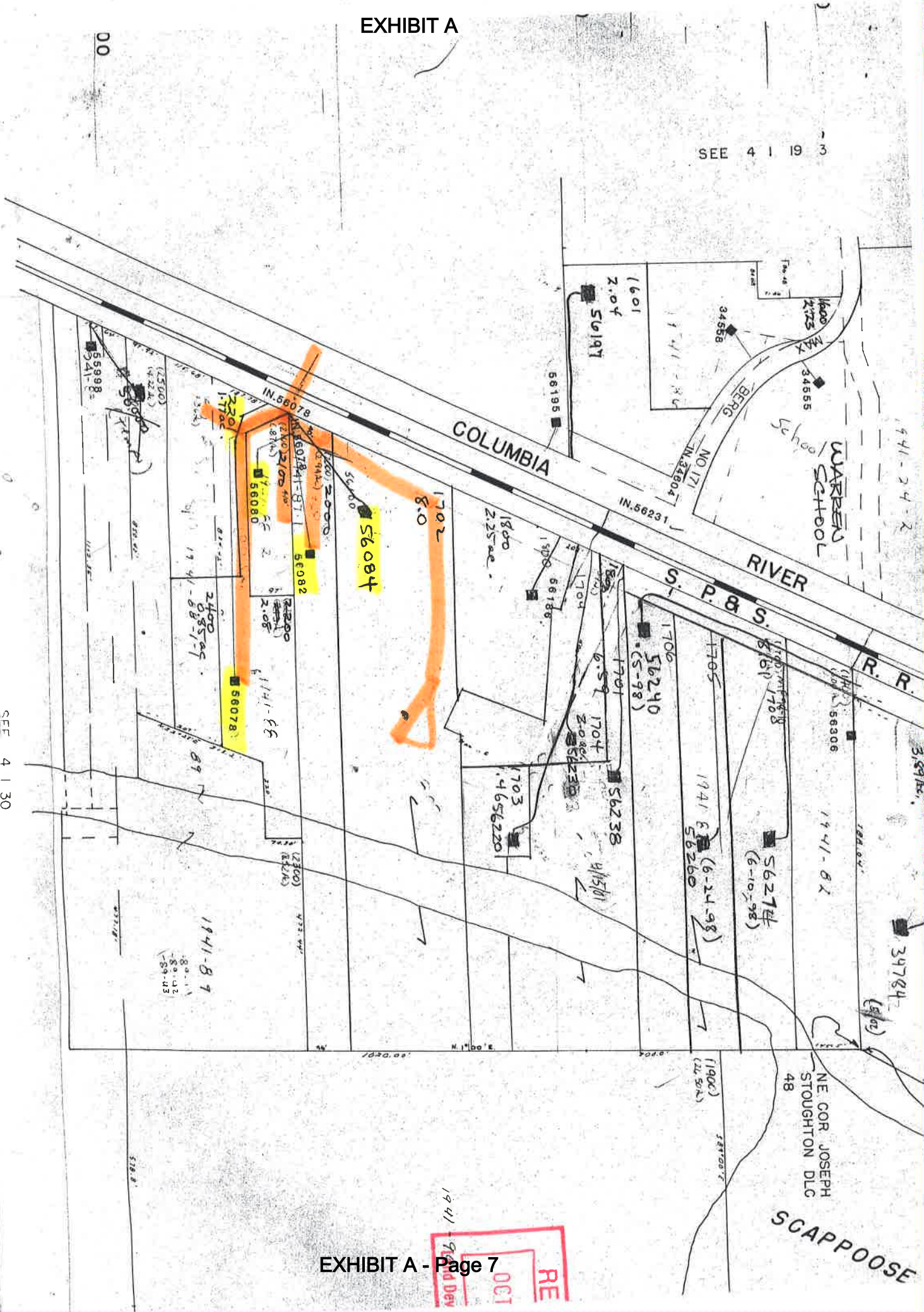


Google Maps has two major mistakes relating to our little neighborhood that we would like fixed when the cartographer makes changes to the map.

① McGary Lane is mislabeled. The map shows our driveway and the one across the ~~driveway~~ highway as McGary Lane when in reality neither are even named. McGary Ln. is about ¼ m to the south and is the lane leading to Midway Vet Hospital, address 34453 McGary Lane.

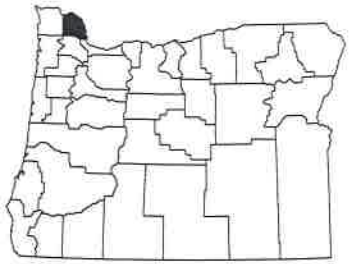
② The map shows that our driveway links up with Old Portland Rd. This was true about 25 years ago, but now you can't even walk through. This causes confusion to many drivers who try to go thru but have to turn around, even huge delivery trucks, and have caused damage to our neighbors yard. This summer they had to put a gate across their driveway to try to stop all of the traffic down to their house.


Map Revised:
01/11/13
SEE MAP 40119C0
SEE MAP 4013000
COLUMBIA RIVER HWY 30
PORTLAND & WESTERN RAILROAD
MCGAR LANE
VETERINARY CLINIC
CRPUD SUBSTATION
1/4 COR
1/16 COR
EAST LINE
JOSEPH
SLOUGHTON
SCAPPOOSE
our driveway
Road does not go thru
our neighborhood
1601
2.04 AC.
CS# 2203
2500
4.22 AC.
2201
1.77 AC.
2100
0.87 AC.
2000
2.94 AC.
1702
8.00 AC.
CS# L-2200
CS# 474
2400
0.85 AC.
2200
2.08 AC.
CS# 3450
1800
2.25 AC.
1704
2.00 AC.
1706
2.72 AC.
1703
1.46 AC.
1701
4.46 AC.
2300
6.44 AC.
1998-0009


SEE 4 1 19 3
COLUMBIA
RIVER
S. P. & S.
R. R.
IN.56078
IN.56231
IN.34604
NO 171
BERG
MAX
WARREN SCHOOL
School
56080
56082
56084
56078
56197
56195
56240
56238
56306
56274
56260
34558
34555
34784
NE COR JOSEPH STOUGHTON DLC 48
SCAPPOOSE
SEE 4 1 30

Population of Columbia County 1986 Estimate 36,100

KEY TO COUNTIES



vicinity map
"Century Drive"

ROAD INDEX MAP

COLUMBIA COUNTY

OREGON

PREPARED BY THE

OREGON DEPARTMENT OF TRANSPORTATION

IN COOPERATION WITH THE

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

1987

SCALE

1 0 1 2 3 4 MILES

1 0 1 2 3 4 5 6 KILOMETERS

State Plane Coordinate on Lambert Projection
Oregon North Zone in Thousands of Feet

SHEET 1 OF 1 MAP SHEET AND 3 SUPPLEMENTAL SHEETS

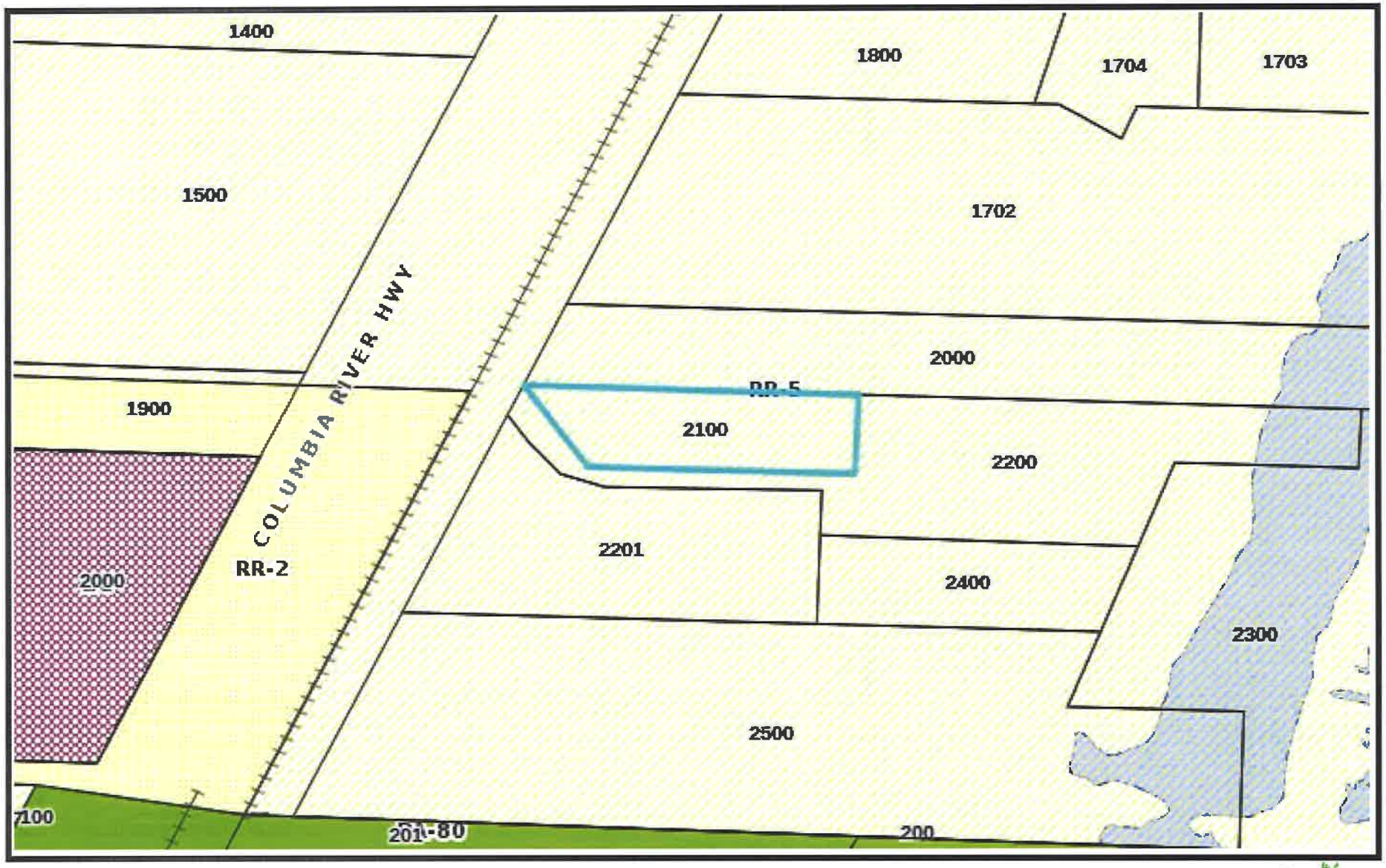
COMPUTER GENERATED

SHEET 1

EXHIBIT A

EXHIBIT A - Page 8

Zoning Map New Private Road



Columbia County

Oregon

Columbia County Web Maps

Disclaimer: *This map was produced using Columbia County GIS data. The GIS data is maintained by the County to support its governmental activities and is subject to change without notice. This map should not be used for survey or engineering purposes. Columbia County assumes no responsibility with regard to the selection, performance or use of information on this map.*

Printed 10/08/2015

EXHIBIT A

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of Amending the Rules and Regulations and Fee Schedule for Columbia County Forests, Parks, Beaches, Docks and Other Recreational Facilities Subject to Ordinance No. 94-9	))))))	ORDER No. 54– 2015

WHEREAS, pursuant to § 5 of the Columbia County Forest, Parks & Recreation Ordinance, Ordinance No. 94-9, as amended, the Board of County Commissioners, hereinafter "Board," may enact rules and regulations and adopt fee schedules for the use of Columbia County forests, parks, beaches, docks and other recreational facilities; and

WHEREAS, the Columbia County Forest, Parks and Recreation Advisory Committee has recommended amendments to the Rules, Regulations and Fee Schedule for Columbia County forests, parks, beaches, docks and other recreational facilities, as shown in strikethrough and bold in Exhibits 1 and 2, which are attached hereto and incorporated herein by this reference; and

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1) The Rules and Regulations for the use of Columbia County forests, parks, beaches, docks and other recreational facilities is amended to read as shown in the attached Exhibit 1, which is incorporated herein by this reference, and shall remain in full force and effect until amended or repealed by the Board of County Commissioners.

2) The Fee Schedule for the use of Columbia County forests, parks, beaches, docks and other recreational facilities is amended to read as shown in the attached Exhibit 2, which is incorporated herein by this reference, and shall remain in full force and effect until amended or repealed by the Board of County Commissioners.

3) The Rules & Regulations shall become effective on January 1, 2016 and shall have the force of law when notice thereof is given by posting copies as outlined in Paragraph 5, below.

4) All previous Rules & Regulations are repealed and superseded by this Order.

5) The Forest, Parks and Recreation Director, or his/her designee, shall give notice of the enactment of these amended Rules and Regulations by posting copies of them at or by the park host residence at the parks, if applicable, or on signs placed or erected near the main entrance to any forest, park, beach, dock or other County recreational facilities.

/ / /

6) The Forest, Parks and Recreation Director shall certify in writing to the Board of County Commissioners the date and method of providing such notice.

Dated this ___ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Henry Heimuller, Chair

By: _____
Office of County Counsel

By: _____
Anthony Hyde, Commissioner

By: _____
Earl Fisher, Commissioner

COLUMBIA COUNTY, OREGON

Forests, Parks, and Recreation Department

1054 Oregon Street
St. Helens, Oregon 97051
Reservation Number: (503) 366-3984
Telephone Number: (503) 397-2353
Facsimile Number: (503) 397-7215
E-Mail Address: parksdept@co.columbia.or.us
Web Page Address: www.co.columbia.or.us

WELCOME TO COLUMBIA COUNTY PARKS!

THIS PARK IS MAINTAINED AND OPERATED FOR YOUR ENJOYMENT. IN ORDER TO PROTECT THE ENVIRONMENT OF THE PARK AND THE RIGHTS OF OTHER PARK VISITORS, WE ASK THAT PARK VISITORS ADHERE TO ALL RULES AND REGULATIONS LISTED BELOW.

WE HOPE THAT YOU ENJOY YOUR STAY AND COME BACK TO SEE US AGAIN!

Columbia County Park Rules and Regulations
(Effective January 1, ~~2015)~~ **2016**

1. Columbia County parks are open to the public. All park users should take precautions to safeguard their personal property. The County will not be responsible for lost, stolen or damaged property, or for the personal safety of campers or other visitors. Park users should notify the park host of suspicious persons or activities, or call 911 in case of an emergency. Individual or group security and safety is not the responsibility of the County. Due to poor cell phone coverage, an emergency phone is available at Camp Wilkerson.

2. For overnight camping parks, campers may check in at or after 2:00 p.m. Campers must check out by 12:00 p.m. on the day of departure.

3. Overnight camping is limited to seven (7) nights in any ten (10) day period unless prior permission is given by the Director of the Department of Forests, Parks and Recreation, the Board of County Commissioners, or their designee.

4. Visitors and campers shall pay all applicable fees at reservation confirmation. First come, first serve campers shall pay all applicable fees upon entering the park, unless otherwise directed by the Park Host. In all cases, however, no person shall leave the park without paying all applicable fees. (15-20 minutes is allowed to view the park without charge.) Group Camping Fees (equal to one night's stay) are non-refundable. A five-day advance cancellation notice is required for other camping deposit refunds. Wedding packages are non-refundable. A $10.00 handling fee will be deducted from all refunds. Day use parking passes are revokable without a refund if rules and guidelines are not followed. Day use parking passes do not include shower fees.

5. At all hours, especially during quiet hours (10:00 p.m. to 7:00 a.m.), all park users shall respect the rights of others to peace and quiet.

6. No vehicle, device, instrument or noise-producing machine of any type may be used in any manner that is disturbing to other park visitors or area residents.

7. Group use of any recreational area shall be limited to a maximum of 50 persons without prior approval of the Director of the Department of Forests, Parks and Recreation, the Board of County Commissioners, or their designee. G**roups over 400 guests require additional dumpsters and port a potties to be provided by the park user.**

8. Motor vehicles are not to exceed five (5) miles per hour in the park unless otherwise posted.

9. ALCOHOLIC BEVERAGES AND OTHER INTOXICANTS ARE NOT ALLOWED IN COUNTY PARKS unless a FACILITY USE APPLICATION & AGREEMENT has been signed both by the sponsor of the event and by County personnel authorized to sign such an Agreement by the Board of County Commissioners, and the sponsor has complied with the insurance requirements. MARIJUANA IS PROHIBITED IN COUNTY PARKS.

10. Fires are permitted in authorized camp stoves, fireplaces or fire rings only. No fire shall be left unattended or be permitted to cause damage to park facilities or areas. Every fire shall be extinguished before its users leave the park area.

11. At the discretion of the State Forestry Department, fires normally permitted in park areas may be restricted or prohibited due to high fire hazard conditions.

12. No person shall endanger the public health, safety and/or welfare of another visitor or a Park Host, and no person shall harass or intimidate another park visitor or Park Host. Persons violating this rule are subject to immediate eviction from the park.

13. No person within a park area shall possess any loaded firearm or discharge any firearm, pellet gun, bow and arrow, slingshot or other weapon capable of injuring any person or wildlife.

14. Possession, discharge or the causing to be discharged of any firecrackers, explosives, rockets, fireworks or other substances which could be harmful to park visitors, neighbors or resources is prohibited.

15. Trapping, and/or hunting of animals and destruction of animal habitat is prohibited in the parks. Hanging of game may be allowed in designated camping areas of Big Eddy and Scaponia parks only.

16. Mutilation, destruction, damage, defacing or removal of any flora or fauna, including but not limited to trees, shrubs, reed-grass, snake grass, mushrooms, squirrels, birds, deer, elk, etc.; or park structures, including but not limited to buildings, signs, fences, tables, benches, fountains, etc.; is prohibited. Fishing is permitted subject and according to Oregon Department of Fish and Wildlife regulations.

17. Moving tables from other campsites/day-use areas is prohibited. If additional tables are needed, contact the Park Host. A $25.00 deposit may be applied for damage and/or failure to return tables to the original position.

18. Horses are allowed in designated areas of Camp Wilkerson and designated areas of Asburry Park only. There may be additional designated areas in the future. Until then, horses and other large animals are not allowed in any other park without the written permission of the Director of the Department of Forests, Parks and Recreation, the Board of County Commissioners, or their designee. Horses at Camp Wilkerson, dogs, and other small animals are permitted subject to Rule #19, below.

19. All animals (horses, dogs, cats, birds, etc.), must be in a pet container or on a leash/lead line (one end attached to the animal, the other end attached to a human or man-made stationary structure), which restricts the animal to the site where the owner is camping, picnicking, etc. No animal shall be allowed to infringe upon another visitor. Infringement includes loud and/or repetitive noise being made by the animal, especially during the "quiet hours" of 10:00 p.m. to 7:00 a.m. Owners are responsible for picking up their pets' waste immediately after each occurrence. Livestock droppings will need to be picked up in camp area and trail riders will be expected to spread the livestock's droppings. Animals are not allowed in the restrooms and showers. (Except for identified service animals.)

20. Asburry Acres is a day-use only park with an off-leash area for dogs.

- **Dogs must be licensed and current on all vaccinations.**
- **Dogs displaying aggressive behavior towards people or other dogs must be removed from the park immediately.**
- **Handlers must have leash in possession.**
- **Dogs must be within view of their handler at all times. Handlers must have control of their dogs at all times, either by physical restraint or by verbal command.**
- **Handlers are responsible for the removal of their dog's waste.**
- **Handlers accept all responsibility for any damage or injury caused by their dogs while in the park.**
- **Food and glass containers are prohibited in the off-leash areas.**
- **Dogs who are showing signs of being ill or in heat are prohibited in the off-leash area.**
- **Handlers must observe on-leash areas and leash dogs before entering parking areas.**
- **Dogs are prohibited from the ball field area at the NE corner of the park.**
- **Handlers must comply with all other Columbia County parks rules.**
- **Organized dog club events are required to obtain a use permit from Columbia County Parks prior to use.**

21.
~~20~~. All bottles, cans, ashes, waste, paper, garbage, and other rubbish shall be placed in proper designated receptacles. Park receptacles are to be used by park visitors for rubbish generated at the park only.

22.
~~21.~~ Visitors and campers shall leave all park restrooms and grounds in a clean and tidy condition after use.

23.
~~22.~~ Vehicles may only be parked in authorized parking areas. Day-use camp users and visitors may not park in the camping area without authorization from the Park Host. Abandoned vehicles, or those not parked in authorized areas, may be towed at the owner's expense.

24.

~~23~~. Motorized vehicles are allowed on designated roads only.

25.
~~24.~~ Washing of vehicles in the park is prohibited.

26.
~~25.~~ County equipment is not available for towing of park visitor/camper vehicles.

27.
~~26.~~ No all-terrain vehicles (ATV's), dirt bikes or other off-road vehicles may be operated in the park (except 4-wheel drive vehicles fully equipped and licensed for legal use on public streets, roads and highways)**.** A special daily or annual pass may be granted by the Director of the Department of Forests, Parks and Recreation, the Board of County Commissioners, or their designee, for those supplying documentation of a physical/medical condition, necessitating motorized mobility.

28.
~~27~~. Operation of concessions are not allowed except by special permit from the Board of County Commissioners.

29.
~~28.~~ Public address systems may not be used without prior permission from the Director of the Department of Forests, Parks and Recreation, the Board of County Commissioners, or their designee.

30.
~~29~~. Nudity is prohibited within the park, except by children under three (3) years of age, in restrooms, or in private accommodations (i.e., tents, trailers and recreational vehicles).

(For the purpose of this rule, nudity means the uncovered, or less than opaquely covered, human genitals, pubic areas, buttocks or the human female breast below a point immediately above the top of the areola.)

31.
~~30~~. The Adirondack areas at Camp Wilkerson are posted and designated for group use. When all of the Adirondacks are rented, the area is not meant for general public use. The County is not responsible for assuring that the general public does not enter into these group use areas. If additional markings are necessary, the group shall provide such markings and remove them prior to leaving the park. Children must be accompanied by a sufficient number of adults to assure the adequate supervision and safety of the children.

32.
~~31.~~ Prescott Beach Park hours of public use are as follows:

November 1st through the last day of February:	5:30 a.m. to 6:30 p.m.
March 1st through May 31st:	5:30 a.m. to 9:00 p.m.
June 1st through August 31st:	5:00 a.m. to 10:00 p.m.
September 1st through October 31st:	5:30 a.m. to 9:00 p.m.

NO OVERNIGHT CAMPING AT PRESCOTT BEACH PARK WITHOUT PRIOR WRITTEN PERMISSION FROM THE BOARD OF COUNTY COMMISSIONERS OR ITS DESIGNEE.

33.
~~32.~~ For each boat using the boat launch at Beaver Boat Ramp, a two dollar (~~$2.00~~) **$5.00** day use parking fee shall be paid prior to launch. If County Park personnel are not collecting the fee, then fees shall be paid into a collection box located next to the boat launch, or as otherwise instructed by Park personnel or official notice.

34.
~~33.~~ Beaver Boat Ramp yearly day use parking passes for are available for purchase at the Columbia County Forests, Parks and Recreation Department, 1054 Oregon Street, St. Helens, Oregon 97051. Yearly passes must be clearly visible in the towing vehicle during each boat launch or a ~~$2.00~~ **$5.00** day use parking fee shall be paid.

35.
~~34.~~ There shall be no diving from County docks, boat ramps, tie-ups, walkways or other boat dock facilities.

36.
~~35.~~ There shall be no swimming within fifty (50) feet of County docks, boat ramps, tie ups, walkways, or other boat dock facilities.

37.
~~36.~~ Anglers must yield to boats and other water vessels under way that are utilizing or attempting to utilize County docks, boat ramps, tie-ups, walkways or other boat dock facilities. Persons violating this rule are subject to immediate eviction from boat dock facilities.

38.
~~37.~~ Fishing lines and equipment, camping gear, and other similar items may not block or interfere with boats or other water vessels during launches or retrievals at County boat ramps, approaches to or moorings at docks or tie-ups, or the use by boats or other water vessels of any other County boat dock facilities, or block foot traffic on County boat dock facilities.

39.
~~38.~~ No person may place any written, printed or painted advertisement, bill, notice, sign, picture, card or poster, in any property under the authority of the Columbia County Forests, Parks and Recreation Department, without the prior written permission from the Columbia County Forests, Parks and Recreation Department. A Columbia County Forest, Parks and Recreation official may lawfully remove or destroy, without resort to legal proceedings, any advertisement, bill, notice, sign, picture, card or poster placed in violation of this rule.

40.
~~39.~~ In addition to these rules and regulations, visitors and campers at the park shall obey all federal and state statutes, administrative rules and regulations, County ordinances, orders, resolutions, rules and regulations, including those governing fishing.

41.
~~40.~~ You must be at least 18 years old to make park reservations.

42.
~~41.~~ Reservations can be made up to 365 days in advance of the arrival date.

The above rules and regulations will be enforced by the Director of the Department of Forests, Parks and Recreation, his/her designee, and the Columbia County Sheriff's Office and any other person authorized by the Board of County Commissioners. Any person violating any of the above rules may be instructed to leave the park by a park caretaker (Park Host), the Director of the Department of Forests, Parks and Recreation, or his/her designee, any on-duty Oregon State Police Officer, any Columbia County Sheriff's deputy, or Columbia County Commissioner, according to the Columbia County Forests, Parks and Recreation Ordinance No. 94-9 as amended. Failure to abide by the rules and regulations set forth herein may result in penalties under the Columbia County Enforcement Ordinance, and other criminal penalties as provided for under state and federal law.

COLUMBIA COUNTY PARK FEES

(Effective January 1, ~~2015)~~ **2016**

CHECK IN TIME: 2:00 p.m. CHECK OUT TIME: 12:00 p.m.

	OFF SEASON PRICE (November 1- April 30)	**PEAK SEASON PRICE** (May 1-October 31)
Day Use Parking Fee (over 20 minutes) (Except boat ramps, horses and showers)	$5.00 per motor vehicle $30.00 for a yearly pass	$5.00 per motor vehicle or $30.00 for a yearly pass
Horse/Rider Day Use Parking Fee (Camp Wilkerson Only) Limit of 4 horses per vehicle pass (Except boat ramps, horses and showers)	$5.00 (with or w/o vehicle) $30.00 yearly pass	$5.00 (with or w/o vehicle) $30.00 yearly pass
Beaver Boat Day Use Parking Fee (Valid at Beaver Boat Ramp only.)	$~~2.00~~ **$5.00** per vehicle per launch or ~~$20.00~~ **$30.00** yearly pass	$~~2.00~~ **$5.00 per vehicle** or $~~20.00~~ **$30.00** yearly pass
Campsite with Full Hookups (1 RV and tow vehicle)	**$26.00** ~~$23.00~~ per night*	**$28.00** ~~$25.00~~ per night*
Campsite with water and electric hookup (RV or 1 vehicle with 1 tent)	**$23.00** ~~$20.00~~ per night* (without sewer hookup)	**$25.00** ~~$22.00~~ per night* (without sewer hookup)
Campsite without hookups (1 tent and 1 vehicle)	$17.00 per night*	$20.00 per night*
Campsite at Scaponia Park	$13.00 per night*	$15.00 per night*
Each additional tent or vehicle per campsite (1 vehicle and 1 tent)	$7.00 per night*	$7.00 per night*
Bicycle camping (Not using a site and must include a bicycle)	$5.00 per night*	$7.00 per night*
Except for Group Camping and Wedding Packages, a five day advance cancellation notice is required on campsites for a full refund, less a $10.00 handling fee. Less than five days' notice will require payment equal to one night's stay.		
Group Camping (Non-refundable fee equal to one night's stay.)	All site fees due at time of reservation	All site fees due at time of reservation

Non-Refundable Reservation Fee	$5.00 per transaction	$5.00 per transaction
Senior Citizen Discount for Camping (Age 60 or older)	10%	10%
Disabled Veteran's Discount for Camping and Annual Pass	10%	10%
Firewood	$5.00 per cubic foot bundle	$5.00 per cubic foot bundle
Sewage Dump	$10.00 for non-camper	$10.00 for non-camper
Showers	$5.00 per person/per shower	$5.00 per person/per shower -
Reservation of Open Picnic Areas (Day use fees included in pricing)	1 - 25 people $50.00 26 - 50 people $100.00 51 - 100 people $150.00 101 - 200 people $300.00	1 - 25 people $50.00 26 - 50 people $100.00 51 - 100 people $150.00 101 - 200 people $300.00
Refundable Cleaning & Security Deposit for Picnic Areas	$25.00 for groups <50 people** $50.00 for groups >51 people**	$25.00 for groups <50 people** $50.00 for groups >51 people**
Adirondacks at Camp Wilkerson (Sleeps 8 and includes 1 vehicle)	$20.00 per night per Adirondack*	$25.00 per night per Adirondack*
Camp Wilkerson Cabins (Max 6 people per cabin and includes 1 vehicle)	**$40.00/$45.00** ~~$35.00~~ per night midweek ~~$40.00~~ per night Fri/Sat/Sun and observed holidays Refundable Deposit $100.00**	**$40.00/$45.00** ~~$35.00~~ per night midweek ~~$40.00~~ per night Fri/Sat/Sun and observed holidays Refundable Deposit $100.00**
Camp Wilkerson Lodge (Day use fees included in pricing) **Does not include weddings or wedding receptions .**	1 - 50 people ~~$100.00~~ **$200.00** 51- 100 people ~~$150.00~~ **$300.00** 101- 200 people ~~$300.00~~ **$400.00** Refundable Deposit ~~$200.00~~** **$250.00**	1 - 50 people ~~$100.00~~ **$200.00** 51- 100 people ~~$150.00~~ **$300.00** 101- 200 people ~~$300.00~~ **$400.00** Refundable Deposit ~~$200.00~~** **$250.00**
Camp Wilkerson Schoolhouse/Chapel **Does not include weddings or wedding receptions .**	**$150.00** ~~$100.00 per day~~ ~~(Includes 8 vehicle passes)~~ Refundable Deposit $100.00**	**$150.00** ~~$100.00 per day~~ ~~(Includes 8 vehicle passes)~~ Refundable Deposit $100.00**
Camp Wilkerson's Corral Campsites Horse must accompany guest ★	$17.00 per night*	$20.00 per night*

Youth Group Discount at Camp Wilkerson (if 50% of group is not under the age of 18, the discount will be pro-rated).	25% off of Adirondacks if all 25 Adirondacks are rented	25% off of Adirondacks if all 25 Adirondacks are rented
Hudson-Parcher Park Cabin (60 person maximum) **Does not include weddings or wedding receptions .**	**$150.00** ~~$100.00 per day~~ ~~(includes 8 vehicle passes)~~ Refundable deposit $100.00*	**$150.00** ~~$100.00 per day~~ ~~(includes 8 vehicle passes)~~ Refundable deposit $100.00*
Wedding Package Fees are non-refundable. In addition, a refundable deposit of $250.00 is due 60 days prior to your event.**		
Wedding Package for Camp Wilkerson (Lodge, Schoolhouse/or Lodge/ plus wedding arch and meadow). All day use fee for guests included.	**$750.00 Fri-Sat** $500.00 **Sun-Thurs** up to 250 Guests Refundable Deposit **$**250.00**	**$750.00 Fri-Sat** $500.00 **Sun-Thurs** up to 250 Guests Refundable Deposit **$**250.00**
Wedding Package for Hudson-Parcher Park (Cabin/wedding arch and meadow) All day use fee for guests included.	$350.00 up to 100 Guests Refundable Deposit $250.00**	$350.00 up to 100 Guests Refundable Deposit $250.00**
Wedding Package for other County Parks (picnic area & wedding arch) All day use fee for guests included.	$200.00 (up to 100 guests) Refundable Deposit $250.00**	$200.00 (up to 100 guests) Refundable Deposit $250.00**
Commercial Venture	Fees Negotiable by County	Fees Negotiable by County

** Your deposit will be kept if: any damage occurs; extra cleaning is required; you fail to return tables/equipment to original location; you lose keys; and/or, if you violate any Park rules.

★ Unless prior permission is given by the Director of the Department of Forests, Parks and Recreation, the Board of County Commissioners, or their designee.

S:Parks\Rules,Regs and Fees\2016 Proposed Fees.doc

PERSONAL SERVICES CONTRACT (ORS Chapter 279B)

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and FIDELIS PROFESSIONAL SERVICES, INC., hereinafter referred to as "Contractor".

WITNESSETH:

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

1. Effective Date. This Agreement is effective on the date last signed, below.

2. Completion Date. The completion date for this Agreement shall be no later than two years from the effective date.

3. Contractor's Services. Contractor agrees to provide the services described in the Contractor's Proposal, a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference. In case of conflict between Contractor's Proposal and this Agreement, this Agreement shall control. Notwithstanding the generality of the foregoing, the parties agree that the following sections of Contractor's Proposal will not apply: C.31; E.3; G.1.

4. Consideration. County shall pay Contractor on a fee-for-service basis, an amount not to exceed $24,250 and twenty-five percent (25%) of revenue or commissions found by Contractor and recovered by the County from the ITS vendor, said amount to be the complete compensation to Contractor for the services performed under this agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made in a lump sum at the satisfactory completion of the project. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.

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

For County	For Contractor
Sheriff Jeff Dickerson 901 Port Avenue St. Helens, Oregon 97051	

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

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.

7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.

8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.

9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

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

A. Contractor shall:

(1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

C. Contractor shall pay all employees under this Agreement at least time and a half for work performed on the legal holidays specified in ORS 279B.020(1)(b)(B) to (G) and for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

D. Contractor shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

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

11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.

12. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.

13. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.

14. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or

employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.

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

16. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties, or by either party, with or without cause, upon thirty (30) days advance written notice delivered by registered or certified mail, or in person, to the other party. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

A. If Contractor fails to perform the work in a manner satisfactory to County.

B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

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

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

17. Time of the Essence. The parties agree that time is of the essence in this Agreement.

18. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.

19. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

20. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

21. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

22. Attorneys Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

23. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.

24. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

25. Prison Rape Elimination Act ("PREA"). The Columbia County Sheriff's Office maintains a zero tolerance for any form of sexual misconduct between staff members, volunteers, contract employees or other agency representatives and inmates. "Sexual Misconduct" means any behavior or act of a sexual, sexually suggestive or romantic nature directed toward any person an employee, whether visitor, contractor or inmate. "Sexual misconduct" includes, but is not limited to, acts or attempts to commit acts of sexual assault, sexual abuse, rape, sexual harassment, sexual or intimate or otherwise inappropriate or unnecessary contact, conduct of a sexual nature or implication, obscenity and unreasonable invasion of privacy. "Sexual Misconduct" includes conversations, correspondence or other actions suggesting an interest in a romantic or sexual relationship, jokes of a sexual nature, suggestive looks or leering and physical behavior such as pats or squeezes or brushing against someone's body. "Sexual Misconduct" includes acts that may not be directed at any particular individual or group, but which create a sexually charged workplace. Sexually explicit talk, actions, e-mails, posted cartoons, jokes or unprofessional dress characterize a sexually charged work environment. A sexually charged work environment severely erodes the professional boundaries between staff and consequently between staff (including contracted employees) and inmates. Contractor agrees to comply with the Sheriff's Office zero tolerance policy for sexual misconduct and all applicable requirements of the Prison Rape Elimination Act. Notwithstanding the generality of the foregoing, Contractor agrees, as follows:

A. Neither Contractor nor its employees, agents, or representatives, will disregard allegations of sexual misconduct, regardless of who is making the reports. Contractor will report any allegation of sexual misconduct to the Columbia County Sheriff or Columbia County Human Resources Director immediately and shall cooperate with the investigation of such allegations.

B. Contractor shall not harass, intimidate, discipline, discharge or otherwise interfere with any person because they have reported an incident or suspected incident of sexual misconduct.

C. During an investigation of sexual misconduct of an employee, agent, or representative of Contractor, Contractor shall ensure that such person does not enter the facility for any reason. Following an investigation of sexual misconduct Contractor will implement appropriate corrective action, up to and including permanent preclusion of an investigated person from the Columbia County Jail at the direction of the Columbia County Sheriff or Human Resources Director.

D. Contractor shall make all reasonable efforts to keep confidential, personal or other confidential information related to an allegation of sexual misconduct.

E. Contractor will incorporate into its personnel policies, policies and procedures on expected professional behavior and prohibited sexual misconduct consistent with the Sheriff's PREA policy. Contractor shall train its employees, agents and representatives on the requirements of PREA and shall instruct all such persons that failure to meet their obligations as employees, agents or representatives will lead to discipline, up to and including discharge and possible criminal penalties.

26. CJIS Compliance.

A. Contractor acknowledges receipt of the CJIS Security Policy, and ensures that each of Contractor's employees providing services under this Agreement receives a copy of the Security Addendum, attached hereto, and incorporated herein by this reference, and the CJIS Security Policy.

B. Contractor shall require that each of Contractor's employees providing services under this Agreement executes an acknowledgment of such receipt and the contents of the Security Addendum in the form which is attached to the Security Addendum. The signed acknowledgments shall be provided to the County for CJIS audit purposes. The acknowledgment may be signed by hand or via digital signature.

C. Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the CJIS Advisory Policy Board (APB).

D. Contractor will give the FBI access to perform a final audit of the Contractor's systems after termination of the Security Addendum.

27. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING THE CONTRACTOR'S PROPOSAL) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREE-MENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY

ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR

Name:_____

By:_____

Title:_____

Date:_____

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Henry Heimuller, Chair

By:_____
Anthony Hyde, Commissioner

By:_____
Earl Fisher, Commissioner

Date:_____

Approved as to form

By:_____
Office of County Counsel

EXHIBIT "A"

THIS CONTRACT is entered into in the State of Oregon by and between the Columbia County, hereinafter called the County, and

Name
Fidelis Professional Services, Inc. hereinafter called Contractor

Address
2828 Cochran Street, Suite 486

Simi Valley, CA 93065

Telephone (855) 377 - 2677 Federal ID No. or Social Security No. 46-1924937

IT IS HEREBY AGREED AS FOLLOWS*:*

WHEREAS, Columbia County, on behalf of the Columbia County Sheriff's Office, desires to contract with a consultant to provide consulting and management for the County's Inmate Telephone System, Inmate Turnkey Video Visitation, and Tablet Technology; and

WHEREAS, the County finds Contractor to be a sole source provider, qualified to provide consulting and management for the County's Inmate Telephone Service, Inmate Turnkey Video Visitation, and Tablet Technology; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below:

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 RFP - Request for Proposal

A.2 SOW – Scope of Work

A.3 ITS - Inmate Telephone System

A.4 **I**VVS – Inmate Video Visitation System

A.5 JMS – Jail Management System

B. CONTRACTOR RESPONSIBILITIES

B.1 Conduct Bill Audits, Analyses, and Reconciliation

B.1.1 Complete study and analysis of County's current ITS vendor's call detail reports, billing reports, and commission reports for the last 36 months, to confirm accurate rates, revenue, billing and application/payment of commissions.

B.1.1.1 Bring any found revenue, commissions, and/or billing discrepancies to the

Auditor-Controller/Treasurer Use Only

■ Contract Database	☐ FAS
Input Date 03/01/15	**Keyed By** FPS

attention of the County.

B.1.1.2 Contractor will charge a 25% Fee on any revenue or commissions found by Contractor and recovered by the County from the ITS vendor.

B.2 Create a Custom RFP for ITS, IVVS, and Tablet Technology

B.2.1 Identify the Stake Holders.

B.2.2 Assemble the Evaluation Team.

B.2.3 Provide a dedicated RFP Writer/Developer to conduct in-depth requirements gathering, interviews and site surveys, and; coordinate weekly status meetings as needed, until final RFP is completed and approved.

B.2.4 Define Statement of Intent / Scope of Work.

B.2.5 Conduct Needs Assessment and Analysis

B.2.5.1 Define County's administrative and legal requirements.

B.2.5.2 Define business and functional requirements and wants.

B.2.5.3 Define technical and financial requirements.

B.2.5.4 Conduct onsite walk-throughs and stakeholder meetings

B.2.8 Define vendor list and capabilities.

B.2.9 Determine format / structure.

B.2.10 Determine evaluation factors/criteria, weighting, rating form/scoring sheet; and develop Evaluation Tool

B.2.11 Regulatory and Market Intelligence – Provide regulatory and market intelligence on current and emerging technologies pertinent to the RFP

B.2.12 Write the RFP, obtain feedback, and finalize the RFP.

B.3 Provide consulting services during and after the RFP process

B.3.1 Assist County in releasing the RFP.

B.3.2 Coordinate bidders's conference/site visits.

B.3.3 Coordinate and manage bidder Q&A process.

B.3.4 Coordinate and manage bidder responses.

B.3.5 Provide updated market intelligence, definition, objective review, and analysis on technologies, technical terms and concepts proposed by bidders in their RFP responses.

B.3.6 Assist with integrity of RFP process and consistency of application of terms and conditions, requirements, and evaluation criteria.

B.3.7 Review RFP vendor responses and provide analysis, technical and qualitative feedback, and recommendations based on previously set evaluation criteria to County.

B.3.8 Facilitate Evaluation Process with County-selected Evaluation Committee members and in conjunction with County Purchasing. County is responsible for and retains all decision-making authority for selection of winning proposal.

B.3.8 Facilitate the Vendor Selection Process: Short-List, Best and Final Offer, and/or Vendor Presentation and Demonstration.

B.3.9 Facilitate Bid Award Notification process.

B.3.10 Work with County in managing Bidder Appeals Process, if applicable.

B.3.11 Facilitate and provide assistance to County during contract negotiations with successful vendor(s).

B.3.12 Inspect awarded vendor's Project Control Document to ensure the terms and conditions of the contract are included prior to Project Implementation kick-off.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Background Check

Sheriff's Department will perform background checks on Contractor's employees as a condition of providing services under this contract. Sheriff shall have the sole discretion to determine security acceptability of all Contractor's personnel at any time during the contract period. Personnel found to be unacceptable security risks, in the sold discretion of the Sheriff's Department will not be permitted to provide services under this Contract.

C.3 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.4 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the Columbia County Sheriff's Office.

C.5 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.6 Primary Point of Contact

Contractor will designate an individual (Account Manager/Ongoing Project Manager) to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contract in the event the primary contact is not available.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's Contract.

C.9 Agreement Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.10 Agreement Modification

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.11 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.12 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.13 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.14 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing."

C.15 Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the Contract, the Contractor shall notify the County within one (1) working day, in writing and by telephone.

C.16 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.17 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in Columbia County, Oregon. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of Oregon, Columbia County, Columbia County District or the Federal District Court. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of Oregon, Columbia County, or Columbia County District.

C.18 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of Oregon.

C.19 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.20 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the

County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractors officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.21 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.22 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former Columbia County Sheriff's Office administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.23 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment

for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of D–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.26 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the Columbia County Sheriff's Office as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.27 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.28 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.29 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

C.29.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

C.29.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

C.29.3 Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

C.30 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.31 Environmental Requirements

In accordance with County Policy 11-10, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Service providers are asked to report on environmentally preferable goods and materials used in the provision of their service to the County.

C.32 Employment Discrimination

During the term of the Contract, Contractor shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, age, political affiliation, disability or sexual orientation. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the Fair Housing Council of Oregon and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.33 Debarment and Suspension

The Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

C.34 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.35 County Representative

The Sheriff-Coroner or his designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor.

C.36 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all

funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

D. TERM OF CONTRACT

This Contract is effective as of July ____, 2015 through July ____, 2016 but may be terminated earlier in accordance with provisions of this Contract.

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

E. COUNTY RESPONSIBILITIES

E.1 County understands the success of this project requires the full cooperation of County staff. County will make staff available at all stages of the project to provide requested information and feedback as well as attendance at meeting, participation in committees, etc.

E.2 County will inform Contractor of County's procurement policies related to the RFP process to enable Contractor to comply with County procurement policy, including approval of the RFP by the County Counsel, County Purchasing Department and County Executive Officer prior to release.

E.3 County will authorize Contractor to act as Agent for the County, with a signed Letter of Agency

F. FISCAL PROVISIONS

F.1 **Pricing:** Total of Twenty Four Thousand, Two Hundred Fifty Dollars ($24,250.00).

F.2 **Payment Terms:** The maximum payment under this contract shall not exceed $24,250.00 payable upon completion of the following milestones:

F.2.1 25% of Project's Rate ($ 6,062.50) upon contract signatures
F.2.2 25% of Project's Rate ($ 6,062.50) upon completion and approval of final RFP draft
E.2.3 25% of Project's Rate ($ 6,062.50) upon completion of evaluation of bidders
E.2.4 25% of Project's Rate ($ 6,062.50) upon completion of contract negotiations with awarded bidder

Payment will be made within 30 days upon receipt of an invoice from Contractor at the agreed upon milestones.

E.3 Contractor shall accept all payments from County either via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account, or via check sent to Contractor's address. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

E.4 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

F.3 Bill Audit

Should the results of "Contractor Responsibilities, Bill Analysis, B.1.1.2" indicate the County is due revenue or commissions from the ITS vendor, County will pay a fee to Contractor, equivalent to 25% of the recovered revenue.

F.4 Payment Media

Contractor shall accept all payments from County via check or electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. If the EFT payment option is selected, Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

F.4 Exempt Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor and County agree to mutually indemnify, defend and hold harmless each party and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by either party on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The indemnification obligation applies to the County's and Contractor's "active" as well as "passive" negligence but does not apply to the County's or Contractor's "sole negligence" or "willful misconduct."

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of Oregon and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

G.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of Oregon, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under Oregon or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

G.11.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

a. Premises operations and mobile equipment.
b. Products and completed operations.
c. Broad form property damage (including completed operations).
d. Explosion, collapse and underground hazards.
e. Personal injury.
f. Contractual liability.
g. $2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal

injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- **I.2.1** Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- **I.2.2** Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- **I.2.3** Withhold funds pending duration of the breach; and/or
- **I.2.4** Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
- **I.2.5** Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

County:	**Contractor:**
Columbia County Sheriff's Office	Fidelis Professional Services, Inc.
901 Port Avenue	2828 Cochran Street, Suite 486
St. Helens, OR 97051	Simi Valley, CA 93065

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

IN WITNESS WHEREOF, the Columbia County Sheriff's Office and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COLUMBIA COUNTY SHERIFF'S OFFICE

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(*Print or type name of person signing contract)*

Title _____
(Print or Type)

Dated _____

Address 901 Port Avenue

St. Helens, OR 97051

APPROVED AS TO LEGAL FORM

By _____
(Authorized signature of County Counsel - sign in blue ink)

Name _____
(*Print or type name of person*

Title _____ Date _____

FIDELIS PROFESSIONAL SERVICES, INC.

By ► _____
(Authorized signature - sign in blue ink)

Name Robert A. Wilson
(*Print or type name of person signing contract)*

Title President / Client Business Manager
(Print or Type)

Dated _____

Address 2828 Cochran Street, Suite 486

Simi Valley, CA 93065

PUBLIC SERVICES CONTRACT (ORS Chapter 279B)

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and Columbia County Mental Health d.b.a. SUNRISE JANITORIAL SERVICES, hereinafter referred to as "Contractor".

WITNESSETH:

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

1. Effective Date. This Agreement is effective when signed by all parties but shall be retroactive to October 31, 2015.

2. Completion Date. The completion date for this Agreement shall be no later than October 31, 2016. The parties may, upon mutual agreement, renew this Agreement for up to four (4) additional years.

3. Contractor's Services. Contractor agrees to provide the services described in the Scope of Services, a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference. In case of conflict between the Scope of Services and this Agreement, the Scope of Services shall control.

4. Consideration. County shall pay Contractor on a fee-for-service basis in the manner as described in Exhibit “A”, said amount to be the complete compensation to Contractor for the services performed under this agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made in a lump sum at the satisfactory completion of the project. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.

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

Casey Garrett, Facilities Manager	Sandra Coe
Columbia County	Sunrise Janitorial
230 Strand St., Room 105	58646 McNulty Way
St. Helens, OR 97051	St. Helens, OR 97051
503-397-7213	503-397-5211

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

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.

7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to

demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.

8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.

9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

   A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

   B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

   C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

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

   A. Contractor shall:

      (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

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

Any employer working under this Agreement shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

D. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

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

11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.

12. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.

13. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.

14. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.

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

16. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties, or by either party, with or without cause, upon thirty (30) days advance written notice delivered by registered or certified mail, or in person, to the other party. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

    A. If Contractor fails to perform the work in a manner satisfactory to County.

    B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

    C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

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

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

17. Time of the Essence. The parties agree that time is of the essence in this Agreement.

18. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.

19. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

20. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

21. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

22. Attorneys Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

23. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.

24. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

25. ENTIRE AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR

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WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

DATED this _____ day of _____, 2015.

CONTRACTOR

Name:_____

By: _____

Title: _____

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

EXHIBIT "A"

SCOPE OF SERVICES

1. Description of Services. Contractor agrees to provide janitorial and cleaning services in the Columbia County Courthouse and Courthouse Annex, in the Columbia County Justice Facility and the Columbia County Emergency Operations Center as further described below.

The following janitorial and cleaning services shall be performed in all areas of the Courthouse Complex, including the Maintenance office, and the Courthouse Annex. Areas currently excluded from services are: the old Jail storage area, old Extension offices, and Old Courthouse Museum, mechanical, electrical and equipment rooms, vaults and maintenance work and storage areas. See section F for special procedures to be performed in the Annex Mail Room.

A. Services to be Performed Daily in the Courthouse and Courthouse Annex.

Services to be performed daily, five (5) days per week, except for those days on which the entire Courthouse Complex is closed:

(1) Lock all entry doors of the Courthouse and Annex at 5:00 p.m. Monday through Friday.

(2) Clean entry doors' glass and threshold.

(3) Sweep outside area, including porches, steps, walkways, landings, etc. at building entrances.

(4) Sweep and dust mop all floors, hallways and stairwells.

(5) Damp mop floors and stairwells in heavy traffic areas.

(6) Vacuum all carpets and rugs and spot clean as needed.

(7) Empty and clean all ashtrays at building entrances.

(8) Empty all waste containers and replace liners as needed.

(9) Dust all office furniture, shelving, equipment, telephones, ledges and woodwork.

(10) Remove finger prints and other marks from both sides of all entrance doors, and all interior doors, frames, walls, woodwork and partitions.

(11) Scrub and disinfect all restroom floors, floor molding, fixtures and door handles.

(12) As needed, wash, clean and disinfect all other restroom surfaces to the height of an arm's reach.

(13) Clean all drinking fountains.

(14) Wipe stairwell handrails, door handles and knobs.

(15) As needed, wash, clean and disinfect the employee break room, except for food preparation areas.

(16) Sweep and damp mop inside of elevator: wipe and disinfect elevator control panels.

(17) Upon finding any blood or bodily fluids, clean up and dispose of the blood or bodily fluids and disinfect all affected areas, according to the County's Blood Borne Pathogens Policy.

B. Services to Be Performed Weekly in the Courthouse and Courthouse Annex.

(1) Mop, restore and buff floors to maintain clean and shined appearance.

(2) Empty recycling containers to designated area.

C. Services to Be Performed Monthly in the Courthouse and Courthouse Annex.

(1) Vacuum all floors, hallways, stairwells, molding, mop boards and closets. This may require moving of chairs, waste baskets, etc., to ensure that hard to reach areas are cleaned.

(2) Vacuum upholstered furniture and wash plastic furniture

D. Services to Be Performed Twice per Year in the Courthouse and Courthouse Annex.

(1) Dust/clean blinds, picture frames and all other surfaces to a height of an arm's reach.

(2) Vacuum drapes in Old Courthouse Circuit Court room and offices and in the Juvenile Department Courtroom.

(4) Wash all doors and glass partitions.

E. Services to Be Performed Annually in the Courthouse and Courthouse Annex.

(1) Strip and wax floors.

(2) Wash inside of all exterior windows. Coordinate this activity through the General Services Department to coincide with exterior window washing.

F. Services to Be Performed in the Annex Mail Room.

(1) Mail room surfaces to be damp wiped daily, including the table under the mailbox units, the tops of the mailbox units, the desktop, shelves above the desk and open areas of the table around the mail machine.

(2) Wipe insides of blue mail bins as needed.

(3) Wet mop the floor daily.

G. Services to be Performed Daily in the Sheriff's Office and Community Corrections.

Services to be performed daily, five (5) days per week, except for those days on which the entire Courthouse is closed:

(1) Clean entry doors' glass, storefront glass and threshold.

(2) Sweep outside area, including porches, steps, walkways, landings, etc. at building entrances.

(3) Sweep and dust mop all hard-surface floors, hallways.

(4) Vacuum all carpets rugs and spot clean as needed.

(5) Empty and clean all ashtrays at building entrances.

(6) Empty all waste containers and replace liners as needed.

(7) Dust all office furniture, shelving, equipment, telephones, ledges and woodwork.

(8) Remove finger prints and other marks from both sides of all entrance doors, and all interior doors, frames, walls, woodwork and partitions.

(9) Scrub and disinfect all restroom floors, floor molding, fixtures and door handles.

(10) As needed, wash, clean and disinfect all other restroom surfaces to the height of an arm's reach.

(11) Clean all drinking fountains.

(12) As needed, wash, clean and disinfect the conference and training rooms and kitchenettes.

(13) Upon finding any blood or bodily fluids, clean up and dispose of the blood or bodily fluids and disinfect all affected areas, according to the County's Blood borne Pathogens Policy.

H. Services to Be Performed Weekly in the Sheriff's Office and Community Corrections.

(1) Mop, restore and buff hard surface floors to maintain clean and shined appearance.

(2) Empty recycling containers to designated area.

I. Services to Be Performed Monthly in the Sheriff's Office and Community Corrections.

(1) Vacuum upholstered furniture and wash plastic furniture

(2) Dust/clean blinds, picture frames and all other surfaces to a height of an arm's reach.

J. Services to Be Performed Twice per Year in the Sheriff's Office and Community Corrections.

(1) High dust light fixtures, louvers, door and window frames and storefront ledges.

(2) Vacuum and or dust window blinds.

(3) Wash interior windows including storefront glass to ceiling.

K. Services to Be Performed Weekly in the Emergency Operations Center.

(1) Clean both entry doors' glass and threshold

(2) Sweep outside area, including porches, steps, walkways, landings, etc. at both building entrances.

(3) Sweep and dust mop kitchen, bathroom and shower floors as well as bathroom hallway.

(4) Damp mop kitchen and shower floors as well as bathroom hallway floors.

(5) Vacuum all carpets and rugs and spot clean as needed.

(6) Empty all waste containers to trash can outside and replace liners as needed. (Trash pick up is on Wednesdays).

(7) Empty recycling containers to recycling bin outside. (Recycling pick up is every other Thursday.)

(8) Dust off all office furniture, shelving, equipment, telephones, ledges and woodwork.

(9) Scrub and disinfect all restroom floors, floor molding, fixtures and door handles.

(10) Clean both drinking fountains.

(11) Wipe entrance handrails, door handles and knobs.

(12) Wipe surfaces in and disinfect the kitchenette.

(13) Upon finding any blood or bodily fluids, clean up and dispose of the blood or bodily fluids and disinfect all affected areas, according to the County's Blood Borne Pathogens Policy.

L. Services to Be Performed Monthly in the Emergency Operations Center.

(1) As needed, wash, clean and disinfect all other restroom surfaces to the height of an arms reach.

(2) Wash, clean and disinfect the shower room.

M. Services to Be Performed Twice per Year in the Emergency Operations Center.

(1) Dust/clean blinds, picture frames and other surfaces to a height of an arm's reach.

(2) Wash all internal doors and their windows.

(3) Wash interior windows.

(4) Vacuum upholstered furniture.

2. Payment. County agrees to pay Contractor for the services provided under this Agreement $82,190.00 annually beginning November 1, 2015 and ending October 31, 2016. A cost of living increase of 3% (three percent) will occur annually upon the contract renewal date. Payment shall be made on a monthly basis based on invoices submitted by Contractor. The statement will show the monthly amount of the Contract with a line item for the Courthouse/Annex, the Justice Facility and the Emergency Operations Center. The amount paid each month shall be 1/12th of the annual amount of the Contract as stated above.

3. Warranty. The janitorial and cleaning service work shall be performed in a skilled and conscientious manner.

4. Qualified Workers. Contractor has represented, and by entering into this Contract now represents, that all personnel assigned to the work required under this Contract are fully qualified to perform the work to which they will be assigned in a skilled and conscientious manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed or bonded.

5. Discipline. Contractor shall at all times enforce or cause to be enforced, strict discipline and good order among its employees employed in the buildings. Should any disorderly, incompetent, or objectionable person be employed by Contractor on or about the buildings, Contractor shall, upon the request of the County cause such person to be removed from the buildings and not again employed thereon without the written permission of the County.

6. Job Safety. Contractor shall cause its employees to abide by all safety and security rules enforced in the buildings, including compliance with Federal and State Occupational Safety and Health Administration requirements.

7. Supervision. Contractor or Contractor's representative, shall periodically inspect the work being performed by Contractor's employees to ensure that the services are properly performed. To ensure that any problems that may arise will be promptly taken care of, Contractor will provide a twenty-four (24) hour, seven (7) days per week telephone service for the receipt of any complaints. The telephone number for this service is 503-397-4493 ext.200. The after hours numbers are 503-397-5211 ext 0458; Linda Van Laer's pager is 800-223-3737. Contractor will promptly correct any janitorial or cleaning problems or complaints to the satisfaction of the County's Contract representative.

8. Inspections. The County's Contract representative may from time to time perform inspections during or after a nightly performance of the work. The County's Contract representative may request the presence of the Contractor, or Contractor's representative, to be present during the inspection. The results of the inspection will be shared with the Contractor. Any problems or complaints identified during the inspection will be promptly corrected by Contractor to the satisfaction of the County's Contract representative.

9. List of Contractor's Employees. Contractor agrees to furnish a list of all persons associated with the Contractor, i.e., the owners(s), partners, or officers of the corporation, and employees who will be performing the work of this Contract or who will be on-site to observe, inspect or supervise the work being performed. Contractor further agrees to keep the County's Contract representative informed of any changes, i.e., additions and deletions, of those persons who will be performing the work of this Contract. The list will provide the following information for each person: full name, Social Security Number, date of birth, and driver's license state and number.

10. Criminal History Investigations. Contractor agrees that a full background check, including a criminal history investigation will be made by the County of all those persons associated with the Contractor, as enumerated in paragraph 8, who will be performing the work of this Contract or observing, inspecting, or supervising those persons. Any person found to have any criminal conviction shall not be allowed to perform the work of this Contract; the determination of whether or not a person will be allowed to perform the work of this Contract for other reasons associated with or discovered from the background check will be made by the County's Contract representative.

11. Materials and Supplies. Contractor will furnish supplies to perform the foregoing services including but not limited to floor wax, floor detergents, furniture polish, disinfectants, cleaners, pads for the buffing machine, and dust cloths. County will furnish paper supplies, hand soap, trash can liners, dust mops, mops, mop heads, mop buckets, a buffing machine and a wet-and-dry vacuum. Adequate supplies will be maintained at all times by County and Contractor in the janitorial closets of the buildings.

12. Loss of Contractor's Property. It is understood by the Contractor and the County that the County will not be responsible for the loss of or damage to any of the property of the Contractor from any cause whatsoever.

13. Janitorial Bond. Contractor shall, at its own expense, provide, and maintain during the entire term of this Agreement, a janitorial bond in the amount of $10,000.00 in favor of the County from a surety licensed to do business in Oregon.

14. Contract Shall Remain Free of Liens. Contractor shall not permit any lien or claim to be filed or prosecuted against the County in connection with this Contract and agrees to assume responsibility should such lien or claim be filed.

MEMORANDUM OF UNDERSTANDING

Columbia County RSVP
270 Columbia Blvd
St Helens OR 97051
(503) 397-5655
Fax: (503) 397-3198
cadem@crfr.com

Volunteer Station _____Columbia County Office of Emergency Management

Volunteer Station Representative ___Steve Pegram_ Email steve.pegram@co.columbia.or.us

Address _____58577 McNulty Way_____ City__Saint Helens__
_____ State _OR____ Zip _____97051_____ Phone _____503.366.3934_
_____ Fax _____

New _____ Renewal___**XX**____ Period Covered: Oct 1, 2015 – Sept 30, 2018

This MOU contains basic provisions, which will guide the working relationship between both parties. This MOU is designed to clarify the roles and responsibilities of the Columbia County RSVP and the Volunteer Station.

The MOU may be amended or terminated in writing at any time at the request of either party and will be reviewed at least every three years.

A. RSVP

RSVP is a 55+ volunteer organization that matches the talents and interests of volunteers with meaningful opportunities that enhance the quality of Columbia County. The Columbia County RSVP is federally funded by the Corporation for National and Community Service and is sponsored by Columbia River Fire & Rescue.

Columbia County RSVP will:

- Designate a staff member to serve as liaison with the Volunteer Station:

  Name: Monica Cade Title: Project Director Phone 503-397-5655

- Recruit, interview, select and refer RSVP volunteers for volunteer station assignments.
- Provide volunteers with a RSVP handbook that includes information about reporting hours, reimbursement and program procedures.

- Provide orientation, and additional training and support as necessary.
- Provide volunteer recognition for RSVP volunteers.
- Furnish excess accident medical, personal liability and automobile liability insurance coverage for volunteers 55+ as required by program policy. Insurance is supplemental (secondary) coverage and is not considered primary insurance.
- If deemed necessary, work with volunteer station to meet the transportation needs of volunteers to and from their assignments where transportations costs would otherwise hinder the ability of an individual to serve. Mileage reimbursement and/or bus passes may be available as budget allows and per RSVP handbook provisions.
- Provide stations with data collection forms for measuring the impact of RSVP Volunteers at their volunteer station. RSVP programming and funding is directly tied to the impact that volunteers provide in the community.

B. Volunteer Station

The Volunteer Station is a public agency, private non-profit organization, or proprietary healthcare agency that accepts responsibility for assignment and supervision of RSVP Volunteers. The Volunteer Station must be licensed or otherwise certified, when required, by the appropriate state or local government.

The Volunteer Station Will:

- Designate a staff member to serve as liaison with RSVP:

  Name: __Vince Aarts_____ Title: _EMC ___
  Phone ___503.366.3933_____

- Provide site-specific orientation, special training, and other Station requirements to volunteers.
- Provide supervision of volunteers on assignment.
- Collect and validate appropriate volunteer reports such as timesheets. Also assist RSVP by submitting information regarding impact of volunteer service.
- Make a final decision on placement of volunteers.
- Assure adequate health and safety provisions for the protection of volunteers.
- Investigate and report incidents, accidents and injuries involving volunteers and report to RSVP.
- Conduct any necessary background checks.

C. Other Provisions

- Accessibility: Maintain accessibility for persons with disabilities and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities (if applicable).

- Inclusivity: The Volunteer Station will not discriminate against RSVP volunteers on the basis of race; color; national origin; limited English language proficiency; sex; age; political affiliation; religion; sexual orientation; or on the basis of disability if the volunteer with a disability is qualified to serve.

- Prohibited Activities: (1) RSVP volunteers cannot participate in partisan or nonpartisan political activities, (2) RSVP volunteers cannot give religious instruction, conduct worship services, or engage in any form of proselytization (3) The volunteer station will not assign volunteers to any assignment that would displace employed workers or impair existing contracts and services.

- The Volunteer Station may request the removal of a volunteer at any time. The RSVP volunteer may withdraw from service at the Volunteer Station or from RSVP at any time. Discussion of individual separations will occur among RSVP staff, Volunteer Station staff, and the volunteer to clarify the reasons, resolve conflicts, or take remedial action. RSVP has a grievance policy that may be used by an RSVP volunteer or Station at any time.

- No person, organization or agency will request or receive any compensation for placement or services of RSVP volunteers.

_____
Monica Cade, Director
Columbia County RSVP

Signed on this date _____

By: Steve Pegram_____
Print Name of authorized Station Representative

Emergency Management Director
Title of authorized representative

_____
Signature of authorized representative

Signed on this date: _____

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made by and between Columbia County, a political subdivision of the State of Oregon, having a mailing address of 230 Strand Street, St. Helens, OR 97051, hereinafter referred to as "County", and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless Hereinafter referred to as "Developer".

WHEREAS, Developer filed an application for a Conditional Use Permit and Site Design Review to place a PCS cellular transmission tower, hereinafter referred to as the "tower", located at 57251 Old Portland Road, Columbia County Oregon, Tax Account Number 4117-000-00400, hereinafter referred to as the "property"; and

WHEREAS, the Columbia County Planning Commission reviewed and approved the applications for Conditional Use Permit (CU15-10) and Site Design Review (DR 15-05) on June 1, 2015, subject to 7 conditions of approval; and

WHEREAS, a condition of approval of Developer's Conditional Use Permit is to enter into an agreement, prior to obtaining a building permit, whereby Developer will demolish or otherwise remove, or cause to be demolished or otherwise removed, the tower from the property when the tower has no more useful life as a public utility or facility tower; and

WHEREAS, said condition of approval is attached hereto as ATTACHMENT 1, and is incorporated herein by this reference;

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. Developer shall demolish or otherwise remove, or cause to be demolished or otherwise removed, the tower from the property the tower has no more useful life as a public utility or facility tower as determined by the County in accordance with the terms of Paragraph 6 below.

2. To assure compliance with this Agreement, Developer shall place in escrow or secure a bond, for the benefit of the County, in an amount equal to 125% of the estimated cost of demolishing or otherwise removing the tower on the date this Agreement is signed. Developer shall submit evidence of the estimated cost to demolish or otherwise remove the tower for County approval when evidence of the bond or escrow account is submitted as provided herein. The bond or escrow account shall remain in effect until the end of the Developer's lease period on the property. Upon expiration of the lease period, if the lease is renewed, the bond or escrow account shall continue for the additional lease period.

3. If a bond is purchased in lieu of establishing an escrow account, the bond must comply with all statutory requirements and shall be satisfactory to the County Counsel as to form, sufficiency, and manner of execution. The bond must

be purchased with a company lawfully permitted to sell bonds in Oregon. Evidence of the bond must be obtained and delivered to the Columbia County Land Development Services Department prior to the issuance of a building permit for the tower.

4. If funds are placed in escrow in lieu of purchasing a bond, this Agreement shall act as escrow instructions, unless County Counsel approves other instructions. The escrow account must comply with all statutory requirements. The Developer shall pay all fees and costs associated with establishing the escrow account. Evidence of the establishment of an escrow account must be obtained and delivered to the Columbia County Land Development Services Department prior to the issuance of a building permit for the tower.

5. Upon the sale, assignment, sublease, or any other transfer of interest in the tower, Developer shall require any new owner, assignee, sublessee, or other interest holder to purchase a bond or deposit money in escrow for the benefit of the County in the amount of 125% of the estimated cost of demolishing or otherwise removing the tower according to the terms of this agreement, before the Developer's bond or escrow account will be released. Developer shall notify the County upon such sale, assignment, sublease or other transfer, and shall provide the County with evidence that the new owner, assignee, sublessee, or other interest holder has purchased a bond or deposited the required amount in escrow according to this Agreement, with a letter requesting that the Board of County Commissioners release the bond or escrow funds to the Developer. The Board shall issue an order releasing the bond or escrow funds if the requirements of this Agreement have been met.

6. The County, through its Land Development Services Department, shall determine when the tower has no more useful life as a public utility or facility, when evidence suggests that no electricity or other power source is being supplied to the tower, the lease has been terminated, or other like evidence suggests that the tower is no longer being used as a public utility or facility.

7. The County, upon making a determination that the tower has no more useful life as a public utility or facility as described in Paragraph 6, shall notify the Developer or other subsequent interest holder of the determination, and shall require the tower to be removed or otherwise demolished by a date certain unless the Developer or other subsequent interest holder requests a hearing before the Columbia County Planning Commission in accordance with the Columbia County Zoning Ordinance to determine whether the tower has no more useful life

as a public utility or facility. The Planning Commission's determination may be appealed to the Board of County Commissioners. If the Developer or interest holder does not request a hearing, or if after the conclusion of all appeals, the Land Development Services Department's determination is upheld, the Developer or interest holder shall demolish or otherwise remove the tower from the property by the date specified.

8. If, after the expiration of the date specified for demolition or removal, the tower has not been demolished or otherwise removed, and no appeal has been filed, the County may collect on the bond or escrow account and cause the tower to be demolished or otherwise removed, by order issued by the Board of County Commissioners authorizing release of the escrow funds to the County, or authorizing collection on the bond. Any costs associated with demolishing or otherwise removing the tower over and above the bond or escrow account funds shall be collected from the current interest holder, or the Developer if no bond or escrow funds are available from the current interest holder.

9. Upon signature of this Agreement by County and Developer, Developer shall be eligible to apply for and receive a building permit to construct the tower if all other applicable requirements have been met.

10. This Agreement shall be binding upon Developer, Developer's successors, and assigns, and shall be recorded in the Official Deed Records for Columbia County, Oregon, at Developer's sole cost and expense.

DEVELOPER: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: _____

Title: EXEC DIR - NETWORK

Date: 11/9/15

STATE OF ~~OREGON~~ Washington

) ss.

County of ~~Columbia~~ King)

THIS INSTRUMENT was acknowledged before me on , 2015, by .

NANCY L. ANDERSON
COMMISSION EXPIRES
NOTARY
PUBLIC
3-21-16
STATE OF WASHINGTON

Nancy L Anderson

Notary Public for ~~Oregon~~ Washington

My Commission Expires: 3-21-16

DATED this 10th day of November, 2015.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Chair

By: _____
Commissioner

By: _____
Commissioner

STATE OF OREGON)
) ss.
County of Columbia)

THIS INSTRUMENT was acknowledged before me on , 20___, by Henry Heimulller, Earl Fisher, and Tony Hyde, as Commissioners of Columbia County, Oregon, on behalf of whom this instrument was executed.

_____
Notary Public for Oregon
My Commission Expires:_____

Columbia County

Oregon

PUBLIC ROAD EVENT

PERMIT

Date: November 16, 2015

Name of Event: Reindeer Run

Date of Event: December 6, 2015 Type of Event: Charity Fun Run

Sponsor: Columbia River Foursquare Church

Assembly Area: Columbia River Foursquare Church Number of Participants: 400

Assembly Start Time: 8:00 AM Event Start Time: 8:00 AM Ending Time: 12:00 PM

Minimum Speed: NA Maximum Speed: NA

Route of Event: *See Attached Map.*

Portion of Road which may be occupied by Event: sidewalks or road shoulder

Number of Persons Required to Monitor the Event: 80+

Number and Type of Vehicles: 3 Motorcycles

Other Requirements: Road signage, aid stations and porta-potties to be placed as indicated on the Route list and maps.

Amount of Required Deposit: $ _____ Paid on: _____

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

By: _____
Lonny R. Welter

Date: _____, 2015

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

Date: _____, 2015

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

November 6, 2015

TO: **Columbia County Board of Commissioners**

FROM: Lonny Welter, Transportation Planner

REF: Reindeer Run, 2015, Public Road Event Permit Application

Columbia County received the attached application for a Public Road Event Permit for the Reindeer Run event, 2015, to be conducted December 6, 2015. They are expecting 400 walkers and runners and will be using City, State and County roads. The event will start at the Foursquare Church, address 555 Commons Drive, St. Helens. It is expected that 50% or more of the participants will only be on the 5 K portion of the Reindeer Run (which does not involve any County Road). The 5 K run/walk will use City Streets and Hwy 30 to the McBride Elementary School which is the turnaround point. The 10 K run/walk will use the 5K route to the Elementary School then continue on Columbia Blvd to Gable Rd, Bachelor Flat Road, Ross Road, and Millard Road where there is a turnaround point. The Half Marathon will use the above routes, continuing on Millard Road to Bachelor Flat Road, Bennett Road, Hazen Road then to a turnaround. There will be 80 plus volunteers, and 3 motorcycle support vehicles assisting. Critical intersections will be monitored by volunteers for pedestrian safety, and porta-potties and aid stations will be located along the route at four locations.

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 is a pedestrian event and is expected to have more then 100 pedestrians, 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."

There have been letters received (attached) requesting the Permit Fee ($300) be waived for this event as it is for a charitable and local cause. The difficulty of waiving the fee for charitable causes, is that most of the Public Road Events are for charitable causes, and if we waive the fees for one event, why not the others?

Staff notified affected agencies and received the following comments:

- **County Sheriff's Office**, Jeff Dickerson - No issues, and in favor of waiving the fee.
- **State Police**, SGT Schwartz- No reply to email.
- **St. Helens Police**, Terry Moss - We have no issues here. I wrote a letter of support in regards to the waiver of fees. The benefactors of the Reindeer Run include the St. Helens Police Department, CRFR and the Food Bank, so my reasons for the plea, should be obvious. Thanks for your help.
- **St. Helens Fire,** Jay Tappen- No Issues, and echos Terry Moss's comments.
- **St. Helens Public Works (Streets), Sue Nelson-** My only concern is having adequate traffic control and signage along the various routes, especially at the intersections, and knowing in advance who is responsible for putting that up and taking it down after the event. I don't know of any problems during the previous walk/runs but Neal or the Public Works Department might have more background than I have.
  I am never in favor of waiving fees for these types of things. The fees aren't enough to cover the actual costs that are incurred by the entity and waiving them just compounds the issue. You are right about waiving them for one group, then why not for others? It starts to be an issue of fairness and equal administration of the rules.
- **ODOT,** Richard Kearns- ODOT has no issues or concerns with the Reindeer Run on Dec 9, 2015. No permit from ODOT will be required.
- **Columbia County Emergency Management,** Steve Pegriam- We are good. Not that I have a vote, but I do NOT think we should waive the fee. That's a slippery slope..

RECOMMENDED MOTIONS:

- Motion 1: Approve the public road event permit for the Reindeer Run Event and waive the fee (or not).
- Motion 2: Approve the Indemnity Agreement with the Reindeer Run Event and authorize the Chair to sign.

Attachments:

- Permit Application
- Indemnity Agreement
- Certificate of Liability Insurance
- Additional Insurance
- Route Description
- Letters Requesting the Permit Fee be Waived

[redacted]LUMBIA COU

1854

OREGON

PUBLIC ROAD EVENT PERMIT APPLICATION

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

Date: 9/16/15

Name of Event: Reindeer Run
Sponsor: Columbia River Foursquare Church
Type of Event: Charity Fun Run
Purpose of Event: Raise monies for Toy-n-Jog; Food Bank; St. Helens Police Reserve Program
Date of Event: Dec. 5th, 2015 Beginning Time: 8:00 AM
Expected Number of Participants: 400 Ending Time: 12:00 PM
Location of Assembly Area(s): Columbia River Foursquare Church 555 Commons Drive
Assembly Beginning Time: 8:00 A.M.
Number of Volunteers 80+ Number/Type of Support Vehicles 3 motorcycles

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

Name of Applicant Molly Cooke
Address 555 Commons Drive, St. Helens, OR 97051
Work Phone 503-396-0357 Home Phone 503-366-0588 E-mail molly@crfoursquare.com
Contact Person (other than applicant) ____
Address ____
Work Phone ____ Home Phone ____ E-mail ____
Chair/Race Director (for athletic events) ____
Address Same as above
Work Phone ____ Home Phone ____ E-mail ____
Previous Experience ____

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

RETURN TO:
Natural Resources Administrator

Columbia County Courthouse
230 Strand, Room 318
St. Helens, Oregon 97051
503.397.3839 (O)
503.366.3925 (Fax)
zemailc@co.columbia.or.us

Columbia River Foursquare
(Name of Sponsor)
By: [signature]
(Signature of Authorized Agent)

For Use By County:

Application Received ____ Insurance Certificate Received ____
Application Fee Paid $____ Indemnity Agreement Signed ____
Permit Issued ____ Deposit Received: $ ____

Columbia County

Oregon

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 Reindeer Run to be held on 12/5, 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.

Columbia River Foursquare
(Agency)

By: [signature]
(Signature of Authorized Agent)

Dated: 10/5/15

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/6/2015

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

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

PRODUCER
Northwest Church Insurance
PO Box 808
702 E Main Street
Hermiston OR 97838

CONTACT NAME: Wendi Griffith
PHONE (A/C, No, Ext): (541) 567-6271
FAX (A/C, No): (541) 567-2113
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Brotherhood Mutual	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Columbia City Foursquare Church, DBA: Columbia River
555 Commons Drive
ST Helens OR 97051

COVERAGES **CERTIFICATE NUMBER:** CL1510615819 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		36M5A411427	5/1/2015	5/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Church Liability	$ $ $ $ $ $ $	1,000,000 500,000 10,000 1,000,000 3,000,000 3,000,000 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $	
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		36M5A411427	5/1/2015	5/1/2016	EACH OCCURRENCE AGGREGATE	$ $ $	1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Columbia County, Its officers agents and Employee as an additional insured, The Event: Reindeer Run 5K, 10K, Half Marathon
Date: December 5th 2015
Location: Columbia River Foursquare Church (555 Commons Drive) start/finish
and through the streets of St. Helens. Coverage for additional insureds is strictly subject to all the terms of the policy.

CERTIFICATE HOLDER

heidi@co.st-helens.or.us

Columbia County, Its officers agents and
St Helens, OR 97051

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

J Neighbors/CADMIN

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Additional Named Insureds

Other Named Insureds	
Columbia River Foursquare Church	Doing Business As

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Wage Reimbursement			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
2,000	3,000,000				

Ref #	Description	Coverage Code	Form No.	Edition Date
	Construction oversight			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
100,000	300,000				

Ref #	Description	Coverage Code	Form No.	Edition Date
	Counseling Acts			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000	3,000,000				

Ref #	Description	Coverage Code	Form No.	Edition Date
	SEXUAL Acts with screening			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Defense Reimbursement			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	Fireworks display			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
100,000	300,000				

Ref #	Description	Coverage Code	Form No.	Edition Date
	Skate Park Operations			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
100,000	300,000				

Ref #	Description	Coverage Code	Form No.	Edition Date
	Religious Communication			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000	3,000,000				

Ref #	Description	Coverage Code	Form No.	Edition Date
	Clergy Accidental Death Benefit			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
15,000	3,000,000				

Ref #	Description	Coverage Code	Form No.	Edition Date
	Directors and Officers			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000	3,000,000				

Ref #	Description	Coverage Code	Form No.	Edition Date
	Discriminatory Acts Liability			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000	3,000,000				

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Employment Related Practices Liability	ERPL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000	3,000,000		1,000		

Ref #	Description	Coverage Code	Form No.	Edition Date
	Religious Athletic Medical			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
10,000	3,000,000				

Ref #	Description	Coverage Code	Form No.	Edition Date
	Computer Related Liability			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
50,000	150,000				

Ref #	Description	Coverage Code	Form No.	Edition Date
	Firework sales			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
100,000	300,000				

Ref #	Description	Coverage Code	Form No.	Edition Date
	Incidental broadcasting/publishing			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000	3,000,000				

Ref #	Description	Coverage Code	Form No.	Edition Date
	Ministry Operations			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000	3,000,000				

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

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This Schedule is an attachment to the Commercial Liability Coverage Provision Modification - Designated Additional Insured(s) endorsement (BGL-150). This schedule contains identifying and specifying information only, and does not grant, change or modify any coverage of the policy unless attached to the Commercial Liability Coverage Provision Modification - Designated Additional Insured(s) endorsement (BGL-150). This endorsement is attached to and made part of the Commercial Liability Coverage Provision Modification - Designated Additional Insured(s) endorsement (BGL-150).

COMMERCIAL LIABILITY COVERAGE PROVISION MODIFICATION

DESIGNATED ADDITIONAL INSURED(S)

SCHEDULE

(The information required below may be shown on a separate schedule and/or supplemental **declarations**.)

Named Insured: COLUMBIA CITY FOURSQUARE CHURCH DBA COLUMBIA RIVER

Policy Number: 36M5A0411427

Additional Insured: Columbia County

230 Strand St
Saint Helens OR 97051

Reindeer Run

Applicable Coverage(s) and Limit(s):

Coverage L	1,000,000

Coverage Begins: 12/05/2015

Coverage Ends: 12/06/2015

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All Rights Reserved

Reindeer Run Routes

Traffic Control

5K

Race begins and ends at Columbia River Foursquare Church, 555 Commons Drive, St. Helens

- Kelly Street
- Arnold Street
- Hwy 30
- Columbia Blvd
- McBride Elementary (turn around behind school)
- Return

10K

Race begins and ends at Columbia River Foursquare Church, 555 Commons Drive, St. Helens

- Kelly Street
- Arnold Street
- Hwy 30
- Columbia Blvd
- Gable Road
- Bachelor Flat Road
- Ross Road
- Millard Road (turn around by horse ranch)
- Return

Half Marathon

Race begins and ends at Columbia River Foursquare Church, 555 Commons Drive, St. Helens

- Kelly Street
- Arnold Street
- Hwy 30
- Columbia Blvd
- Gable Road
- Bachelor Flat Road
- Ross Road
- Millard
- Bachelor Flat Road
- Bennett Road
- Hazen Road (turn around before Slavens Road)
- Return

Traffic Control:
There are C.E.R.T. volunteers at Hwy 30, Columbia Blvd, Columbia/Vernonia cross street, and Columbia/Sykes cross street
Event volunteers are located at all other street road changes.
Cones and signs with "runners on road" placed from Hwy 30 up Millard as well as on Bachelor Flat Road from the fairgrounds to Millard.
All volunteers have event shirts, reflective vests and flags.

REINDEER RUN

A local charity event benefiting
Toy-n-Joy, Columbia Food Bank and St. Helens Police Reserve Program
December 5, 2015

To Whom It May Concern:

This year marks the 6th annual ***Reindeer Run***, a 5K, 10K and Half Marathon charity event, that has donated thousands of dollars to local groups in our community. This effort has been successful due to the cooperation and partnership of hundreds of volunteers and local businesses.

This race attracts walkers and runners from local towns, the Portland metro area as well as other states. As a community event, The Reindeer Run contributes **all** proceeds raised to local charities.

I would like to request that the $300 permit fee be waived for this event since it is a non-profit charity event that keeps 100% of the proceeds in Columbia County.

If I can provide you with any additional information, please feel free to contact me. I would be delighted to share more about the vision of the annual Reindeer Run.

Sincerely,

Molly Cooke
Columbia River Foursquare Church
Race Director
503-396-0357
molly@crfoursquare.com

Columbia River Fire & Rescue
Fire Chief's Office
270 Columbia Blvd * St Helens, Oregon * 97051
Phone (503)-397-2990 * www.crfr.com * FAX (503)-397-3198

September 15, 2015

Columbia County Board of Commissioners
230 Strand Street
St. Helens, OR 97051

RE: Request for Fee Waiver

Dear Commissioners,

I am writing this letter to support the Columbia River Foursquare Church request to waive the fee for the *Reindeer Run* permit this year on December 5th. As you know, the Foursquare Church-sponsored *Reindeer Run* helps support our annual Toy and Joy and Holiday Hope programs which provide considerable support for hundreds of area children and families in need during the Christmas season. Last year alone these programs were able to help approximately 500 families, which included more than 1,500 people and almost 1,000 children in the St. Helens-Rainier communities.

The *Reindeer Run* also contributes to the Columbia Food Bank and the St. Helens Police Reserve programs, both of which also benefit the people of this community all year long. So, in order to enable all of these worthwhile programs to continue to provide the highest level of service, every dollar is needed and the *Reindeer Run* is one of the key fund-raisers helping make this possible. I am truly hoping the County can waive the permit fee to keep those dollars working.

If you need further information on this, please give me a call.

Regards,

Jay M. Tappan
Chief

cc: file

CITY OF
ST. HELENS, OREGON
DEPARTMENT OF POLICE

TERRY MOSS
Chief of Police

September 23, 2015

City of St. Helens
P.O Box 278
St. Helens Oregon

Columbia County
230 Strand Street
St. Helens Oregon

To our elected officials,

The Columbia River Foursquare Church and the St. Helens Police Department have enjoyed a long standing relationship that involves the mutual support of our community projects. Each year in December the church presents the community with their Reindeer Run. This incredibly popular event is a fun run and fundraiser for a number of community projects. For the past two years the St. Helens Police Department has been a direct benefactor of these fundraising efforts. Through their generous contributions the St. Helens Police Department has been able to hire four Reserve Police Officers and present the law enforcement community with the St. Helens Reserve Police Academy. The Reserve Police Academy has included participation from the Columbia County Sheriffs Office, the Scappoose Police Department and the Clatskanie Police Department. We are already in the process of planning our third annual academy class. Without the support from the church and their Reindeer Run, these projects would not be possible.

I write to you in strong support of their continued efforts and hope that you will give some consideration to their cause. Any relief that they receive will ultimately end up as a direct benefit to the City of St. Helens and our law enforcement community. A waiver or reduction in their fees is just one way to do that. I appreciate your consideration.

Sincerely,

Terry Moss
Chief of Police

150 S. 13th St. St. Helens, Oregon 97051 (503) 397-3333

Columbia Pacific Food Bank
Serving Columbia County
www.cpfoodbank.org

474 Milton Way, St. Helens, OR 97051
E-Mail: cpfb@cpfoodbank.org

Phone: (503) 397-9708
Fax: (503) 397-3660

September 14, 2015

Columbia County Board of Commissioners
230 Strand Street
St. Helens, OR 97051

Re: Columbia River Foursquare Church Permit Fee Waiver Request

Dear Commissioners:

The Columbia Pacific Food Bank would like to offer our support to the Columbia River Foursquare Church in their request for a permit waiver for the 2015 Reindeer Run. We have been one of the beneficiaries of the proceeds from the event. The funds we receive are redistributed throughout Columbia County.

While the permit fee may seem small it prevents additional funds from being dispersed to the organizations that the event supports. We can generate 3 meals for every dollar donated to us. This means that if the fee is $300, then our prorated deduction is $100 which equates to 300 meals not being distributed for those in need in Columbia County.

We urge your support of this request.

Sincerely,

Casey

Casey Wheeler
Executive Director

FIRST AMENDMENT TO PERSONAL SERVICES CONTRACT
BY AND BETWEEN COLUMBIA COUNTY AND ECONorthwest for
Urban Renewal Administration

WHEREAS, Columbia County ("County") entered into a Personal Services Contract with ECONorthwest ("Contractor") effective May 6, 2015 to provide administration services for the Columbia County Development Agency; and

WHEREAS, Contractor has provided start up services for administration of the Columbia County Development Agency and has projected the cost for on-going annual services to the Agency; and

WHEREAS, the parties desire to extend the contract term and amend consideration provisions of the Contract;

NOW, THEREFORE, the Personal Services Contract by and between the County and Contractor, effective May 6, 2015, is hereby amended as follows:

1. Section 2 is amended to read, as follows:

   "2. Completion Date. The completion date for this agreement shall be no later than June 30, 2017. The County may extend the term of the Agreement upon written notice to Contractor."

2. Section 4 is amended to read, as follows:

   "4. Consideration. County shall pay Contractor on a fee-for-service basis, according to the cost proposal set forth in Contractor's Proposal (Exhibit "B"), and as further described in Exhibit "C", which is attached hereto and is incorporated herein by this reference, in an amount not to exceed $104,884. Said amount to be the complete compensation to Contractor for the services performed under this Agreement, exclusive of special projects. Unless otherwise agreed to in writing by the parties, payment shall be made monthly based upon invoices submitted by Contractor. Fees related to services that are reimbursable by the Columbia County Development Agency shall be tracked and invoiced separately from fees that are not reimbursable by the Columbia County Development Agency. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement."

3. Exhibit "C" is attached hereto and is incorporated herein by this reference.

4. This First Amendment is effective on the date last signed below.

///
///
///

5. Except as specifically provided herein, the Personal Services Contract by and between Columbia County and ECONorthwest shall remain in full force and effect.

ECONorthwest

By:_____
John Tapogna, President

Date: 11/13/15

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Henry Heimuller, Chair

By:_____
Anthony Hyde, Commissioner

By:_____
Earl Fisher, Commissioner

Date:_____

Approved as to firm

By:_____
Office of County Counsel

Budget: Start-Up Costs

Item	Amount
Phone	$72
Website design (using Squarespace)	$2,000
File system set-up	$2,000
Develop annual calendar and budget estimate for ECO time	$1,000
Review all relevant documents and attend kick-off meeting	$3,000
Meet with Jennifer to discuss annual budget and audit process	$1,140
Update annual TIF projections and set up systems for future updates	$3,450
Total	$12,662

Exhibit "C"

Budget: Ongoing Monthly Costs

Item	Amount
Phone line	**$40.40**
Email	$5
Website hosting on Squarespace	**$16**
Domain name for website	$2.50
Website update, filing, administering Dropbox	**$420**
Estimated phone/email response for public inquiries	$410
Coordination with County staff	**$1,065**
Total	$2,118.90

Budget: Annual Costs

Item	Amount
Annual UR report	**$750**
Budget process	$3,000
Commission meetings	**$9,000**
Participate in audit	$1,500
Update TIF projections	**$1,500**
Miscellaneous meetings and analysis	$4,000
Total	**$19,750**

Budget: Total

	FYE 2105 (May/June 2015)	FYE 2016	FYE 2017 (est)
Start Up	$4,566	$8,097	
Monthly	$64	$25,427	$25,427
Annual Projects		$19,750	$19,750
Special Projects	$1,085		
Total	$6,434	$53,273	$45,177