BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, August 31, 2016
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, August 17, 2016 Board meeting;
- Minutes, August 24, 2016 Board meeting;
- Minutes, August 24, 2016 Staff meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

MATTERS:

1) 1st Reading of Ordinance No. 2016-4, "In the Matter of Adopting the Columbia County Reward Ordinance and Repealing Ordinance No. 201".

HEARING:

1) Public Hearing, "In the Matter of Providing a Homestead Exemption for Surviving Spouses of Certain Public Safety Officers".

2) Public Hearing, "In the Matter of an Application Submitted by RAD Nursery to Conduct an Indoor Marijuana Grow Operation in the Primary Forest PF-80 Zone on Old Rainier Road near the Intersection of Larson Road".

CONSENT AGENDA:

(A) Ratify the Select to Pay for week of 8/29/16.

(B) Authorize the County Assessor to fill (1) promotional Appraiser II Position.

(C) Appoint Claudia Eagle to the Columbia County Transit Advisory Committee for a 3 year term.

(D) Approve a 90% waiver of the Medical Hardship application fee requested by Delbert Riggs.

(E) Order No. 48-2016, "In the Matter of the Petition by Darren & Tania Rahier and Other Property Owners to Name a Private Road off Hazen Road in the RR-5 Zone as "Fairway Lane".

(F) Resolution No. 49-2016, "In the Matter of the Proposed Vacation of an Unnamed, Platted Right of Way off of Hovland Way, near St. Helens, Oregon".

AGREEMENTS/CONTRACTS/AMENDMENTS:

(G) Intergovernmental Agreement No. 31488 with the Oregon Department of Transportation for Single Trip Permit Authorization.

(H) Public Road Event Permit and Indemnity Agreement for the Wings & Wheels 16K Run Event for 9.10.16 and authorize the Chair to sign.

DISCUSSION ITEMS:

COMMISSIONER HYDE COMMENTS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER FISHER COMMENTS:

EXECUTIVE SESSION:

Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of Adopting the Columbia County Reward Ordinance and Repealing Ordinance No. 201	))))	ORDINANCE NO. 2016 - 4

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

SECTION 1. TITLE.

This Ordinance shall be known as Ordinance No. 2016 - 4.

SECTION 2. AUTHORITY.

This Ordinance is adopted pursuant to ORS 203.035 and 131.885 to 131.895.

SECTION 3. PURPOSE.

The purposes of this Ordinance are: (1) to adopt the Columbia County Reward Ordinance which delegates authority to the Columbia County Sheriff to offer and issue rewards for information leading to the apprehension of persons described in ORS 131.885 to 131.895; and (2) to repeal Columbia County Ordinance No. 201.

SECTION 4. ADOPTION.

The Columbia County Reward Ordinance, a copy of which is attached hereto, labeled Exhibit “A”, and incorporated herein by this reference, is hereby adopted.

SECTION 5. REPEAL.

Columbia County Ordinance No. 201 is repealed.

SECTION 6. SEVERABILITY.

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

SECTION 7. SCRIVENER'S ERRORS.

A scrivener's error in any portion of this Ordinance or its attachments may be corrected by order of the Board of County Commissioners.

DATED this _____ day of _____, 2016.

Attest:

By: _____
Recording Secretary

First Reading: _____

Second Reading: _____

Effective Date: _____

Approved as to form

By: _____
Office of County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

EXHIBIT "A"

COLUMBIA COUNTY REWARD ORDINANCE

SECTION 1. TITLE.

This Ordinance shall be known as the Columbia County Reward Ordinance.

SECTION 2. AUTHORITY.

This Ordinance is adopted pursuant to ORS 203.035 and 131.885 to 131.895.

SECTION 3. DELEGATION.

The Board of County Commissioners for Columbia County, Oregon, delegates its authority, as provided by ORS 131.885 to 131.895, to the Columbia County Sheriff as follows:

A. If any person charged with or convicted of any felony within this state breaks prison, escapes, absconds or flees or hides from justice, the Columbia County Sheriff, if the Sheriff deems it necessary, may offer a reward for information leading to the apprehension of such person by the appropriate police authority.

B. An organization, association or person, including the Columbia County Sheriff, may offer a reward for information leading to the apprehension and conviction of any person who has committed a criminal offense.

C. The Columbia County Sheriff, on the claim of the applicant for reward under 131.885 to 131.895 and this Ordinance, shall determine whether the claimant is entitled to the reward. If the Sheriff so determines, the Sheriff shall certify the amount offered in reward, or a proportionate share thereof if more than one claimant is entitled, to the Columbia County Clerk and the Clerk shall draw a warrant on the Columbia County Treasurer for the amount so authorized.

SECTION 4. PAYMENT OF REWARDS.

Payment of rewards under this Ordinance by the Columbia County Sheriff shall be made from funds budgeted to the Sheriff for that purpose, or from other funds budgeted to the Sheriff consistent with Oregon's Local Budget Law.

SECTION 5. LIMITATION OF AUTHORITY.

The Sheriff's authority under this Ordinance is subject to and limited as provided by ORS 131.885 to 131.895.

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

Item for the 8/31 Board Meeting Consent Agenda

1 message

Dugdale, Todd <todd.dugdale@co.columbia.or.us> Wed, Aug 24, 2016 at 5:41 PM
To: "Greenhalgh, Jan" <jan.greenhalgh@co.columbia.or.us>
Cc: "Clay, Kay" <kay.clay@co.columbia.or.us>

Jan:
Please place the attached fee waiver request on the Board's 8/31 **consent** agenda. Thanks.

--

Todd Dugdale
Land Development Services Director
Solid Waste Administrator
Columbia County, Oregon
230 Strand Street St. Helens, OR 97051
503.397.7207 Office 503-369-6924 **Cell** 503.366.3902 fax
Todd.Dugdale@co.columbia.or.us
http://www.co.columbia.or.us/departments/land-development-services/lds-home

2 attachments

BOC Com-TP 17-01.wpd
13K

Riggs Fee Waiver Request.pdf
177K

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

Re: Item for the 8/31 Board Meeting Consent Agenda

1 message

Dugdale, Todd <todd.dugdale@co.columbia.or.us> Wed, Aug 24, 2016 at 5:44 PM
To: "Greenhalgh, Jan" <jan.greenhalgh@co.columbia.or.us>

Jan:
Revised Board Com indicating item to be on consent agenda.

On Wed, Aug 24, 2016 at 5:41 PM, Dugdale, Todd <todd.dugdale@co.columbia.or.us> wrote:

> Jan:
> Please place the attached fee waiver request on the Board's 8/31 **consent** agenda. Thanks.
>
> --
>
> Todd Dugdale
> Land Development Services Director
> Solid Waste Administrator
> Columbia County, Oregon
> 230 Strand Street St. Helens, OR 97051
> 503.397.7207 Office 503-369-6924 **Cell** 503.366.3902 fax
> Todd.Dugdale@co.columbia.or.us
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--

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BOC Com-TP 17-01-Revised.wpd
13K

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Petition by Darren & Tania Rahier and Other Property Owners to Name a Private Road off Hazen Road in the RR-5 Zone as ***"Fairway Lane"***	))))	ORDER NO. 48-2016

WHEREAS, on August 31, 2016, the Columbia County Board of Commissioners heard the petition to name a private road. The Board can name a private road if citizens so request, and it is determined by the Director of Land Development Services that circumstances exist where it would serve the public and be beneficial to the county; and

WHEREAS, Darren and Tania Rahier and other property owners along the subject private rad, hereafter referred to as "the applicants" have filed a petition to name a new private road. In processing this request, the following was done:

1. A petition was received on July 27, 2016 to allow the applicants to name a private road "Fairway Lane"; and

2. A Board Communication was prepared, summarizing background information of the issue and scheduling the matter for the next available public meeting; and

3. The proposed application for a road name 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; and

4. After review, Land Development staff, the County Roadmaster, Columbia 911, Columbia River Fire & Rescue and relevant agencies have reviewed the applications 3 choices, find no conflicting existing road names and recommend the choice of "Fairway Lane".

NOW, THEREFORE, IT IS HEREBY ORDERED that the private road serving properties known as Tax Map Nos. 4213-010-03004, 4213-010-03001 and 4213-010-03002 shall be shall be named ***"Fairway Lane"*** and that the applicant(s) purchase the road name sign, post, and hardware and install the sign within 90 days.

Dated at St. Helens, Oregon this 31st day of August, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Anthony Hyde, Chair

By:_____
Henry Heimuller, Commissioner

By:_____
Earl Fisher, Commissioner

BOARD COMMUNICATION

FROM THE LAND DEVELOPMENT SERVICES DEPARTMENT
MEETING DATE: August 31, 2016 **REGULAR MEETING CONSENT AGENDA**

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: Todd Dugdale, Director of Land Development Services

SUBJECT: **PRIVATE ROAD NAMING REQUEST**
Darren and Tania Rahier, Applicants
Private Road off Hazen Road in Warren

DATE: August 22, 2016

SUMMARY:

Darren and Tania Rahier have applied for a new Private Road that is located off Hazen Road in Warren a as shown on the attached maps. Presently there are 2 other 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 "Fairway Lane." 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 Fairway Lane for all affected property owners, and will notify the affected government agencies and property owners of these new addresses.

FINDING:
The submitted application for the naming of "Fairway Lane" 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 "Fairway Lane" 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 "Fairway Lane."

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

2014 Aerial View of Proposed "Fairway Lane"

Affected Property Owners

Property Owners	Tax Map ID Number	Existing Address
Darren & Tania Rahier	4213-010-03004	site of new home
Craig & Pamela Hess	4213-010-03001	57584 Hazen Road, Warren
Dustin & Kari Sttansbury	4213-010-03002	57580 Hazen Road, Warren

$202

Road 12

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

Applicant Name: DARREN & TANIA RAHIER	Date of Application: 7-21-16
Mailing Address: 22996 SW LODGEPOLE AVE	Applicant Signature: [signature]
City, Zip: TUALATIN OR 97062	Phone Number: 503-313-7669

Township, Range, Section(s): MAP # 4N2W13-AO-03004 TAX # 0110-429221

General Location: GRAVEL ROAD ON NORTH END OF ST. HELENS GOLF COURSE

Current Road Name: *(If any)* N/A

Proposed Names: *(Please list three)*
1st Choice: Fairway Lane
2nd Choice: Divot Drive
3rd Choice: Links Drive

Reason for Name Change: COUNTY REQUESTED

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

Owner Name (Print): RAHIER	Address: 22996 SW LODGEPOLE AVE TUALATIN OR 97062
Signature: [signature]	Tax Account #: 0110-429221
Owner Name (Print): Craig Hess	Address: 57584 Hazen Rd Warren OR 97053
Signature: [signature]	Tax Account #: 0110-MAP 4N2W13-AØ-Ø3001
Owner Name (Print): Dustin Stansbury	Address: 57580 HAZEN RD WARREN OR 97053
Signature: [signature]	Tax Account #: 8925
Owner Name (Print):	Address:
Signature:	Tax Account #:

Applicant: Please return completed application to Land Development Services.

For Office Use Only

Date Rec'd 7-27-16 Receipt # 17952 Check # 172 Staff Member LW

Aerial View of New Private Road

Columbia County

Oregon

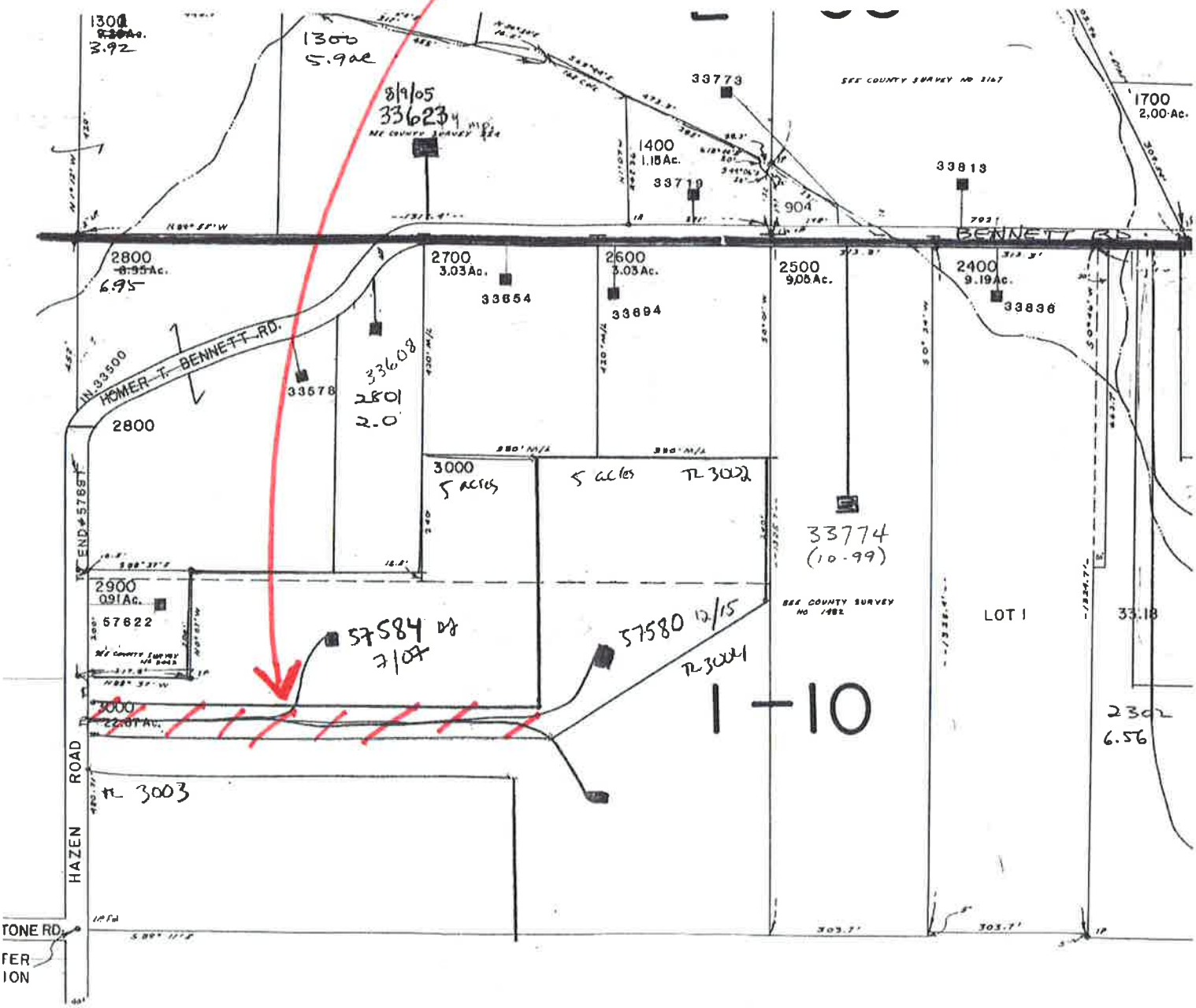
GeoTrose

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.

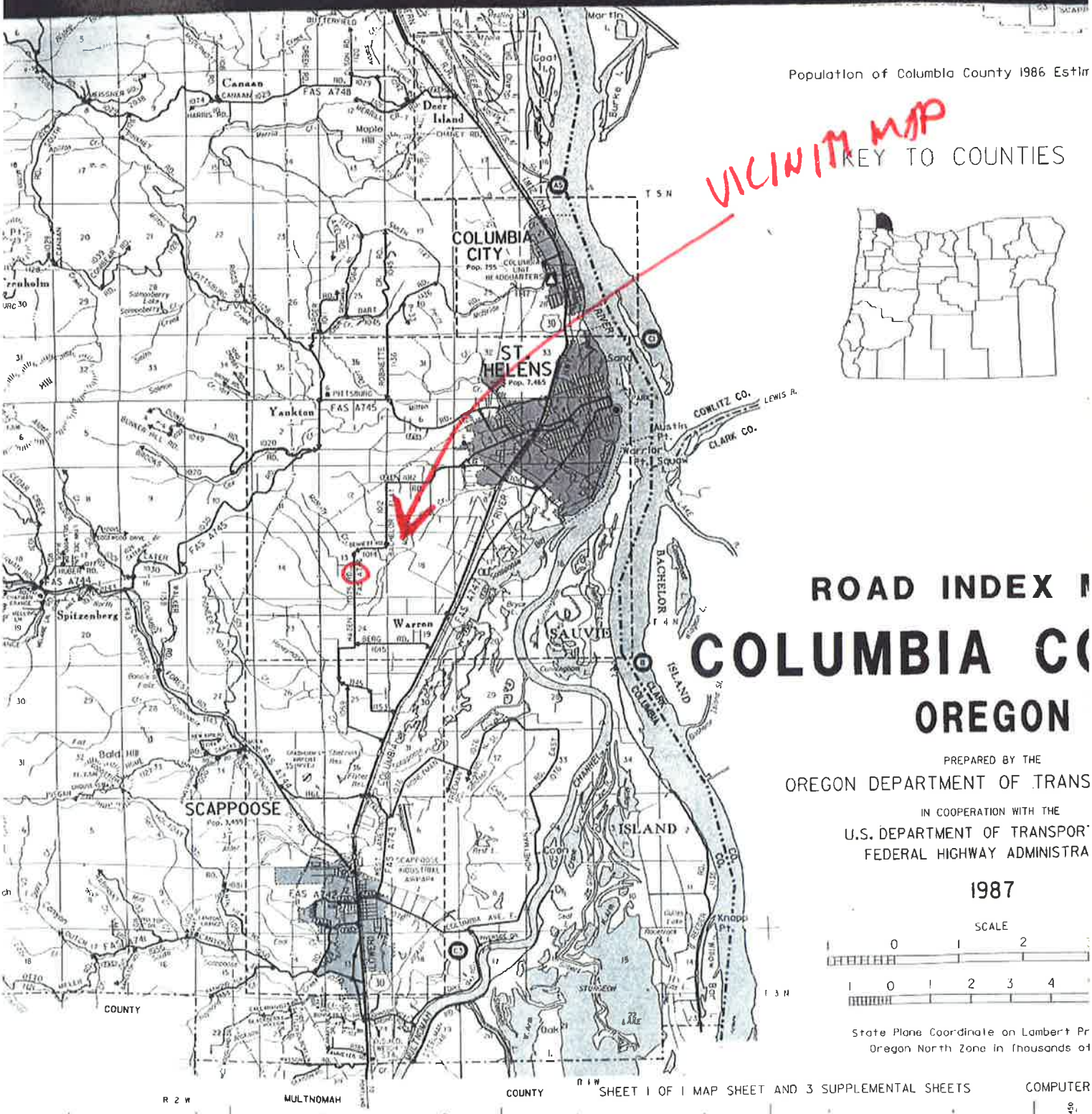
Printed 08/19/2016

NEW PRIVATE ROAD
OFF HAZEN ROAD

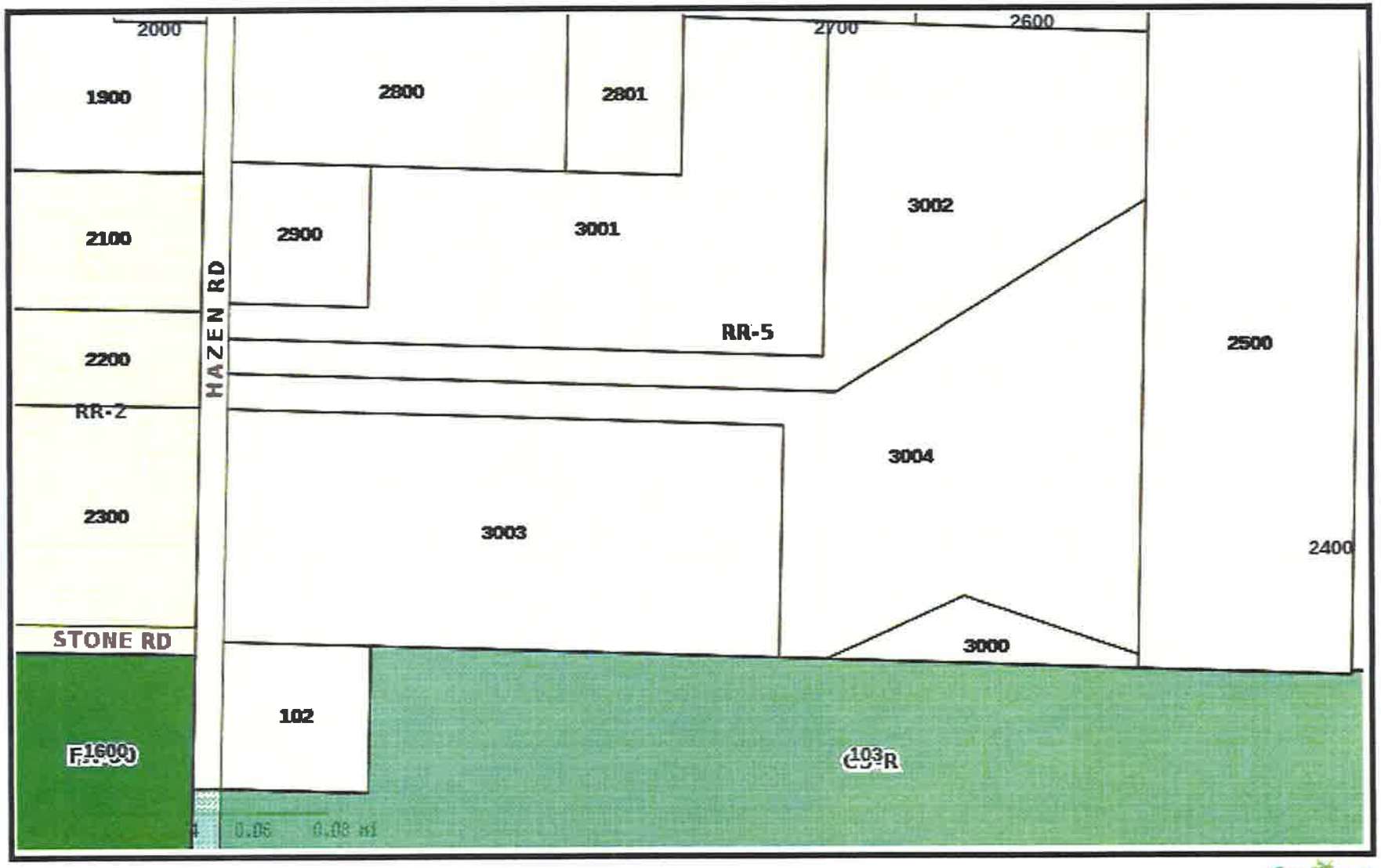


SEE MAP 4 2 13 4

[redacted]


Population of Columbia County 1986 Estim
VICINITY MAP
KEY TO COUNTIES
ROAD INDEX M
COLUMBIA CO
OREGON
PREPARED BY THE
OREGON DEPARTMENT OF TRANS
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPOR
FEDERAL HIGHWAY ADMINISTRA
1987
SCALE
State Plane Coordinate on Lambert Pr
Oregon North Zone in thousands of
SHEET 1 OF 1 MAP SHEET AND 3 SUPPLEMENTAL SHEETS
COMPUTER
COLUMBIA CITY
ST HELENS
SCAPPOOSE
SAUVIE ISLAND
Canaan
Deer Island
Yankton
Warren
Spitzenberg
Maple Hill
Bald Hill
Austin Pt.
Warrior Pt.
Knapp Pt.
COWLITZ CO.
CLARK CO.
LEWIS R.
BACHELOR ISLAND
COUNTY
MULTNOMAH
COUNTY
R 2 W
T 5 N
T 4 N
T 3 N
ROAD INDEX
COLUMBIA CO

RR-5 Zoning Map



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 07/28/2016

THIS SIDE FOR OFFICIAL USE ONLY

REFERRAL AND ACKNOWLEDGMENT

RECEIVED
AUG 12 2016
Land Development Services

To:
- ☐ City of n/a (*if inside UGB*)
- ☑ Columbia 911
- ☑ County Roadmaster
- ☐ Fire District (Name: CRFTR)
- ☑ Post Office (City: St. Helens)
- ☑ Cartography
- ☑ Electric Utility CRPUD

Planner: Debbi Jacob

Date Mailed: 8-2-16 **Reply by:** 8-15-16

This Application to Name/Rename a Road is being referred to you for your information and comment. Your recommendation and suggestions will be used by the County Planning Department and/or the Columbia County Board of Commissioners in arriving at a decision. Your prompt reply will help us to process this application and will ensure the inclusion of your recommendations in the decision making process. Please comment below.

1. _____We have reviewed the enclosed application and have no objection to its approval as submitted We recommend Choice #_____.
2. _____Please see our comments below.
3. _____We are considering the proposal further, and will have comments to you by _____.
4. _____Our board must meet to consider this; we will return their comments to you by _____.
5. _____Please contact our office so we may discuss this.
6. _____We recommend denial of the application, for the reasons below:

COMMENTS: 911 confirmed that any of the names would be fine

Signed: [signature]

Title: Fire Chief Date: 8-10-16

Agency: Please return completed Referral and Acknowledgment to Land Development Services.

THIS SIDE FOR OFFICIAL USE ONLY

REFERRAL AND ACKNOWLEDGMENT

RECEIVED
AUG 04 2016
Land Development Services

To:
- ☐ City of n/a (*if inside UGB*)
- ☑ Columbia 911
- ☑ County Roadmaster
- ☐ Fire District (Name: CRFR)
- ☑ Post Office (City: St. Helens)
- ☑ Cartography
- ☑ Electric Utility CRPUD

Planner: Debbi Jacob

Date Mailed: 8-2-16 **Reply by:** 8-15-16

This Application to Name/Rename a Road is being referred to you for your information and comment. Your recommendation and suggestions will be used by the County Planning Department and/or the Columbia County Board of Commissioners in arriving at a decision. Your prompt reply will help us to process this application and will ensure the inclusion of your recommendations in the decision making process. Please comment below.

1. X We have reviewed the enclosed application and have no objection to its approval as submitted We recommend Choice #1.
2. _____ Please see our comments below.
3. _____ We are considering the proposal further, and will have comments to you by _____.
4. _____ Our board must meet to consider this; we will return their comments to you by _____.
5. _____ Please contact our office so we may discuss this.
6. _____ We recommend denial of the application, for the reasons below:

COMMENTS:

Signed: [signature]

Title: Supervisor Date: 8-4-16

Agency: Please return completed Referral and Acknowledgment to Land Development Services.

THIS SIDE FOR OFFICIAL USE ONLY

REFERRAL AND ACKNOWLEDGMENT

To:
- ☒ City of n/a (*if inside UGB*)
- ☒ Columbia 911
- ☒ County Roadmaster
- ☐ Fire District (Name: C R F&R)
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- ☒ Cartography
- ☒ Electric Utility CRPUD

RECEIVED
AUG 03 2016
Land Development Services

Planner: Dilli Jacob

Date Mailed: 8-2-16 **Reply by:** 8-15-16

This Application to Name/Rename a Road is being referred to you for your information and comment. Your recommendation and suggestions will be used by the County Planning Department and/or the Columbia County Board of Commissioners in arriving at a decision. Your prompt reply will help us to process this application and will ensure the inclusion of your recommendations in the decision making process. Please comment below.

1. KW We have reviewed the enclosed application and have no objection to its approval as submitted We recommend Choice #1. (No objection to any of the three choices)
2. _____ Please see our comments below.
3. _____ We are considering the proposal further, and will have comments to you by _____.
4. _____ Our board must meet to consider this; we will return their comments to you by _____.
5. _____ Please contact our office so we may discuss this.
6. _____ We recommend denial of the application, for the reasons below:

COMMENTS: _____

Signed: [signature]

Title: Field Engineer Date: 8/3/16

Agency: Please return completed Referral and Acknowledgment to Land Development Services.

S:\PLANNING DIVISION\TRANSPORTATION-ROADS\Road Naming - Renaming\Application to Name or Rename a Road.wpd

THIS SIDE FOR OFFICIAL USE ONLY

REFERRAL AND ACKNOWLEDGMENT

RECEIVED
AUG 12 2016
Land Development Services

To:
- ☐ City of n/a (*if inside UGB*)
- ☑ Columbia 911
- ☑ County Roadmaster
- ☐ Fire District (Name: CRFR)
- ☑ Post Office (City: St. Helens)
- ☑ Cartography
- ☑ Electric Utility CRPUD

Planner: Debbi Jacob

Date Mailed: 8-2-16 **Reply by:** 8-15-16

This Application to Name/Rename a Road is being referred to you for your information and comment. Your recommendation and suggestions will be used by the County Planning Department and/or the Columbia County Board of Commissioners in arriving at a decision. Your prompt reply will help us to process this application and will ensure the inclusion of your recommendations in the decision making process. Please comment below.

1. X We have reviewed the enclosed application and have no objection to its approval as submitted
   We recommend Choice # 2 OR 3
2. _____ Please see our comments below.
3. _____ We are considering the proposal further, and will have comments to you by _____.
4. _____ Our board must meet to consider this; we will return their comments to you by _____.
5. _____ Please contact our office so we may discuss this.
6. _____ We recommend denial of the application, for the reasons below:

COMMENTS: _____

Signed: Cynthia [illegible]

Title: GIS Specialist C911CD Date: 8-8-16

Agency: Please return completed Referral and Acknowledgment to Land Development Services.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of the Proposed Vacation of An Unnamed, Platted Right of Way off of Hovland Way, near St. Helens, Oregon	)))	**RESOLUTION NO. 49-2016**

WHEREAS, pursuant to ORS 368.341(1), the Board of Commissioners for Columbia County, Oregon, may initiate proceedings to vacate property under ORS 368.326 to 368.366 by adopting a resolution that includes: (1) a declaration of intent to vacate the property; (2) a description of the property; and (3) the reason for the vacation; and

WHEREAS, on April 11, 2016, Public Works Director David Hill submitted a report to the Board of County Commissioners recommending the vacation of an unnamed platted right of way off of Hovland Way, near St. Helens, Oregon. The report is attached hereto as Attachment 1 and incorporated herein by this reference; and

WHEREAS, the area proposed for vacation is described on Exhibit A of Attachment 1, and is generally depicted on Exhibit D of Attachment 1; and

WHEREAS, as explained in the Director's report, the right of way is currently an undeveloped grass field, and the reason for vacation is to allow increased and improved use of the property by private land owners while preserving the access to all adjacent parcels; and

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS HEREBY RESOLVES:

1. For the reasons set forth above, the County intends to vacate the unnamed platted right of way off of Hovland Way, as described in the report of the Public Works Director;

2. The report of the Public Works Director meets the requirements of ORS 368.346(1); and a public hearing shall therefore be scheduled in accordance with ORS 368.346(3).

DATED this ____ day of August 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

APPROVED AS TO FORM:

By: _____
Office of County Counsel

ATTACHMENT 1

Columbia County Road Department

1054 Oregon Street, St. Helens, OR 97051

David Hill, Public Works Director

Ph: (503) 366-3964 Fax: 397-7215
e-mail: David.Hill@co.columbia.or.us

to: Board of Commissioners
from: David Hill, Public Works Director

date: April 11, 2016

Subject: Road Vacation of an Un-Named Platted Right-of-way off of Hovland Way

Request: Authorization to Proceed with Hovland Way right-of-way vacation

The Road Department has reviewed the merits of the vacation of an unnamed right-of-way off of Hovland Way. The right-of-way reviewed for vacation is 420 feet north of Bachelor Flat Road and is 60 feet in width and 127.5 feet long as shown on the attached map and aerial photo.

The right-of-way was dedicated as part of Hovland Way by Parnell and Elsie Hovland in 1972 and was recorded in Deed Book 192 Page 313 (attached Exhibit A).

The right-of-way proposed to be vacated is undeveloped and is currently a grass field. The reason for vacating this property would be to allow increased and improved use of the property by private landowners while preserving the access to all adjacent parcels.

ORS 368.331 states: *"A county governing body shall not vacate public lands under ORS 368.326 (Purpose of vacation proceedings) to 368.366 (Ownership of vacated property) if the vacation would deprive an owner of a recorded property right of access necessary for the exercise of that property right unless the county governing body has the consent of the owner."* Therefore, since this right-of-way is the only access to tax lot 1000, the County cannot vacate the property without the consent of the property owner or unless the county determines that the vacated property shall vest with tax lot 1000. Property owner consent has been obtained (Exhibite B).

ORS 368.366 states: *"(1) When a county governing body vacates public property under ORS 368.326 (Purpose of vacation proceedings) to 368.366 (Ownership of vacated property), the vacated property shall vest as follows:*
(a) If the county holds title to the property in fee, the property shall vest in the county.
(b) If the property vacated is a public square the property shall vest in the county.
(c) Unless otherwise described in paragraph (a) or (b) of this subsection, the vacated property shall vest in the rightful owner holding title according to law.
(d) Except as otherwise provided in this subsection, the vacated property shall vest in the owner of the land abutting the vacated property by extension of the persons abutting property boundaries to the center of the vacated property.

(2) Notwithstanding subsection (1) of this section, a county governing body may determine the vesting of property vacated under ORS 368.326 (Purpose of vacation proceedings) to 368.366 (Ownership of vacated property) in the order or resolution that vacates the property."
In order to secure access to tax lot 1000 for the future, the County determines that the vacated property shall vest with Tax Lot 4N 1W 7BB 1000.

All of the adjacent property is shown to be owned by Elsie and Parnell Hovland Revocable Trust PO Box 39, Columbia City, Oregon, 97018. Elsie and Parnell Hovland have signed a consent to the proposed road vacation (Exhibit B).

The legal description of the right-of-way proposed to be vacated is as follows: That portion of the right-of-way described in the deed of road dedication recorded in Deed Book 192 Page 313 (commonly known as Hovland Way and attached as Exhibit A) that is 127.5 feet in length and 60 feet in width, the centerline of said right-of-way begins at a point that is located 450 feet north of the north right-of-way of Bachelor Flat Road and running easterly and at right angles to the main stem of Hovland Way.

ORS 368.341 states: *(1) A county governing body may initiate proceedings to vacate property under ORS 368.326 (Purpose of vacation proceedings) to 368.366 (Ownership of vacated property) if:*
(a) The county governing body adopts a resolution meeting the requirements of this section;
(2) A county governing body adopting a resolution under this section shall include the following in the resolution:
(a) A declaration of intent to vacate property;
(b) A description of the property proposed to be vacated; and
(c) A statement of the reasons for the proposed vacation.
A proposed resolution initiating the proceedings to vacate the proposed right-of-way is attached (Exhibit C).

ORS 368.346 states: *"Except as provided in ORS 368.351 (Vacation without hearing):*
(1) When a vacation proceeding has been initiated under ORS 368.341 (Initiation of vacation proceedings), the county governing body shall direct the county road official to prepare and file with the county governing body a written report containing the following:
(a) A description of the ownership and uses of the property proposed to be vacated;
(b) An assessment by the county road official of whether the vacation would be in the public interest; and
(c) Any other information required by the county governing body.
(2) Upon receipt of the report under subsection (1) of this section, a county governing body shall establish a time and place for a hearing to consider whether the proposed vacation is in the public interest.
(3) Notice of the hearing under this section shall be provided under ORS 368.401 (General notice provisions) to 368.426 (Contents of notice) by posting and publication and by service on each person with a recorded interest in any of the following:

(a) The property proposed to be vacated;
(b) An improvement constructed on public property proposed to be vacated; or

(c) Real property abutting public property proposed to be vacated.
(4) During or before a hearing under this section, any person may file information with the county governing body that controverts any matter presented to the county governing body in the proceeding or that alleges any new matter relevant to the proceeding."
If the Board of Commissioners chooses to initiate proceeding to vacate this right-of-way, the Board of County Commissioners must schedule a hearing on this matter at a time that provides for adequate notice to be provided as required. Notice by service must be made at least 30 days prior to the hearing, and notice by publication and posting must be made at least 20 days prior to the hearing.

Therefore, in the best interests of the Public, I recommend that this right-of-way be vacated with vesting of the vacated right-of-way all with tax lot 1000. The Board of Commissioners should initiate the proceedings with the proposed attached resolution and should schedule a hearing on this matter at a time that allows for adequate notice to be provided.

Exhibit A

DEED OF ROAD DEDICATION

Parnell Hovland and Elsie B. Hovland, husband and wife, hereinafter called grantor, convey to Columbia County, a political subdivision of the State of Oregon, a deed for road purposes on all that real property situated in Columbia County, State of Oregon, described as:

Beginning at the Southwest corner of that certain tract conveyed to Parnell Hovland et ux, by deed recorded December 16, 1964 in Book 156, page 885, Deed Records of Columbia County, Oregon, which Southwest corner is on the South line of the Northwest quarter of Northwest quarter of Section 7, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, and is South 600 feet, West 180 feet, South 720 feet and West 315 feet from the Northeast corner of Northwest quarter of Northwest quarter of said Section 7; thence East 127.5 feet; thence North 20 feet, more or less, to the North line of Bachelor Flat Road and the true point of beginning of the easement herein described; thence North 870 feet to a point which is 40 feet distant, when measured at right angles, from the center line of that certain transmission line easement granted to the United States of America by easement recorded November 12, 1940 in Book 67, page 164, Deed Records of Columbia County, Oregon; thence North 56°08' East parallel to and 40 feet distant from said center line 445.49 feet to a point on the West line of that certain tract conveyed to Herman W. Freytag, Jr. et ux, by deed recorded February 8, 1963 in Book 151, page 13, Deed Records of Columbia County, Oregon; thence South 0°33' West along the West line of said Freytag tract to a point which is 100 feet, when measured at right angles from the center line of said easement granted to the United States of America; thence South 56°08' West parallel to and 100 feet distant from said easement center line 370 feet, more or less, to a point which is 187.5 feet East of the West line of said Hovland tract; thence South 360 feet to a point 480 feet North of the North line of Bachelor Flat Road; thence East at right angles 127.5 feet; thence South 60 feet; thence West 127.5 feet; thence South 420 feet to the North line of Bachelor Flat Road; thence West 60 feet on the North line of said road to the true point of beginning.

SUBJECT TO a street plug of 1 foot East and West and 60 feet North and South at each of the two East ends of this road as required by the Columbia County Planning Commission.

ALSO SUBJECT TO rights of Ralph E. Sackhoff and Judith M. Sackhoff as set out in deed recorded July 13, 1971 on page 703 in book 182, Deed Records of Columbia County, Oregon; and rights of Herman William Freytag Jr. as set out in deed recorded July 1, 1971 in Book 182, page 185, Deed Records of Columbia County, Oregon.

The true and actual consideration for this transfer is a dedication to the public. The foregoing recital of consideration is true as I verily believe.

Dated this 21 day of March, 1972

Parnell Hovland

Elsie B. Hovland

Exhibit B

CONSENT OF ABUTTING PROPERTY OWNER(S)
(Each co-owner of abutting property must sign)

1. Name(s) of abutting property owner(s): Parnell and Elsi Hovland Revocable Trust

2. Mailing address of abutting property owner(s): PO Box 39, Columbia City, OR 97018

3. Legal description of abutting [YOUR] property (attach additional sheets if necessary; your deed or title report can be attached in lieu of writing legal description):

Tax Lot 4N 1W 7BB 900 (the parcel south of the proposed right-of-way to be vacated), described in Deed 2013-009962 as: *Beginning at the Northeast corner of the Northwest quarter of the Northwest quarter of Section 7 Township 4 North, Range One West of the Willamette Meridian, Columbia County, Oregon; thence South 1,320 feet. Said point is on the north boundary line of Gable Road (aka Bachelor Flat Road). Thence West 180 feet to the True Point of Beginning; thence North 421.44 feet, thence West 127.50 feet; thence South 420 feet; thence East 127.50 feet to The True Point Of Beginning.*

Tax Lot 4N 1W 7BB 902 (the parcel north of the proposed right-of-way to be vacated), described in Deed 2014-008430 as: *Beginning at the Northeast corner of the Northwest quarter of the Northwest quarter of Section 7 Township 4 North, Range One West of the Willamette Meridian, Columbia County, Oregon; thence South 600 feet; thence West 139.62 feet to the True Point Of Beginning; thence 40.38 feet West; thence South 227.83 feet; thence West 127.50 feet. This point is also on the east boundary line of Hovland Way. Thence North 373.60 feet, thence Northeast 204.62 feet following the Hovland Way Boundary Line, thence South 262.97 feet to the True Point Of Beginning.*

Tax Lot 4N 1W 7BB 1000 (the parcel east of the proposed right-of-way to be vacated), described in Deed 3013-009960 as: *Beginning at the Northeast corner of the Northwest quarter of the Northwest quarter of Section 7 Township 4 North, Range One West of the Willamette Meridian, Columbia County, Oregon; thence South 600 feet to the True Point Of Beginning; thence West 180 feet; thence South 463.76 feet; thence East 180 feet; thence North 463.76 feet to the True Point Of Beginning..*

4. I/We am/are the owner(s) of the above-described property abutting the property proposed to be vacated and consent to the proposed vacation.

Parnell Hovland 3-23-16
(Property Owner's Signature) Date

Elsie Hovland 3-23-16
(Co-Property Owner's Signature [if any]) Date

STATE OF OREGON)
) ss.
County of Columbia)

OFFICIAL STAMP
MEGAN MARIE FRY
NOTARY PUBLIC-OREGON
COMMISSION NO. 941924
MY COMMISSION EXPIRES AUGUST 17, 2019

The foregoing instrument was acknowledged before me this 23 day of March, 2016
by Megan Marie Fry

Notary Public for Oregon
My Commission Expires: August 17, 2019

Exhibit C

RESOLUTION, NOTICE OF HEARING, AND ORDER

IN THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY
STATE OF OREGON

IN THE MATTER OF INITIATING) PROCEEDINGS TO
) VACATE A PORTION
) RESOLUTION, NOTICE
) OF HOVLAND WAY
) HEARING, AND ORDER
) WHEREAS, it appears that vacation of a portion of Hovland Way, a public Road, would be beneficial to the public for the following reasons:

The right-of-way to be vacated is undeveloped and is currently a grass field. Vacating this portion of the Hovland Way right-of-way will allow increased and improved use of the property by private landowners while preserving the access to all adjacent parcels.

IT IS HEREBY RESOLVED, in accordance with ORS 368.326 to 368.366, that proceedings be undertaken to vacate the portion of said road described as follows:

Beginning at the Northeast corner of the Northwest quarter of Northwest quarter of Section 7, Township 4 North, Range One West, Willamette Meridian, Columbia County, Oregon; thence South 600 feet; thence West 180 feet; thence South 227.83 feet to the True Point Of Beginning of the right-of- way to be vacated; thence West 127.50 feet to the east line of Hovland Way; thence South 60 feet along the east right-of-way line of the constructed portion of Hovland Way; thence East at right angles to Hovland Way 127.5 feet; thence North 60 feet to the True Point Of Beginning.

The legal description of adjacent land and the landowners are:

Tax Lot 4N 1W 7BB 900 (the parcel south of the proposed right-of-way to be vacated), described in Deed 2013-009962 as: *Beginning at the Northeast corner of the Northwest quarter of the Northwest quarter of Section 7 Township 4 North, Range One West of the Willamette Meridian, Columbia County, Oregon; thence South 1,320 feet. Said point is on the north boundary line of Gable Road (aka Bachelor Flat Road). Thence West 180 feet to the True Point of Beginning; thence North 421.44 feet; thence West 127.50 feet; thence South 420 feet; thence East 127.50 feet to The True Point Of Beginning.*

Tax Lot 4N 1W 7 BB 902 (the parcel north of the proposed right-of-way to be vacated), described in Deed 2014-008430 as: *Beginning at the Northeast corner of the Northwest quarter of the Northwest quarter of Section 7 Township 4 North, Range One West of the Willamette Meridian, Columbia County, Oregon; thence South 600 feet; thence West 139.62 feet to the True Point Of Beginning; thence 40.38 feet West; thence South 227.83 feet; thence West 127.50 feet. This point is also on the east boundary line of Hovland Way. Thence North 373.60 feet; thence Northeast 204.62 feet following the Hovland Way Boundary Line; thence South 262.97 feet to the True Point Of Beginning.*

Tax Lot 4N 1W 7BB 1000 (the parcel east of the proposed right-of-way to be vacated), described in Deed 2013-009960 as: *Beginning at the Northeast corner of the Northwest quarter of the Northwest quarter of Section 7 Township 4 North, Range One West of the Willamette Meridian, Columbia County,*

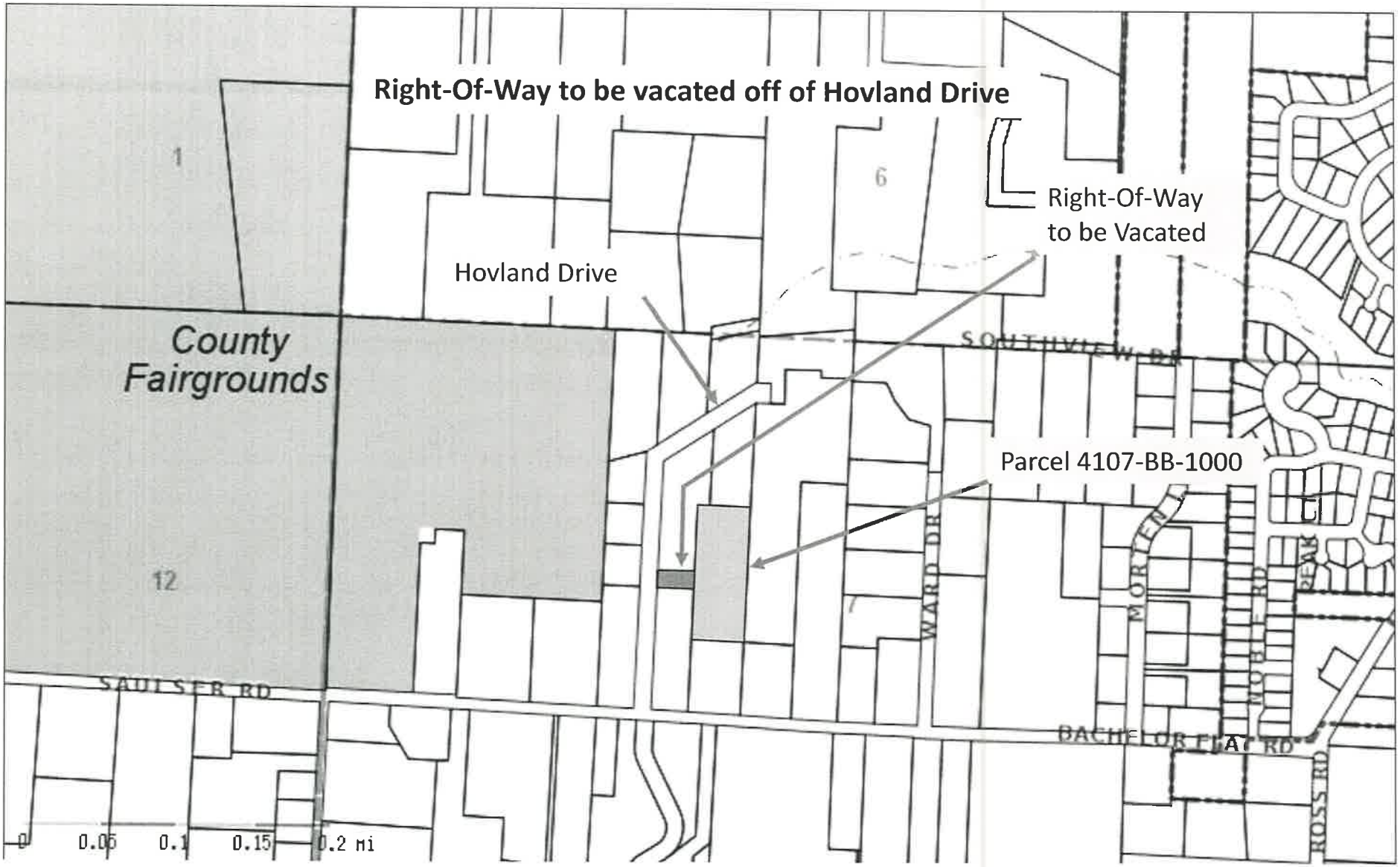
Right-Of-Way to be vacated off of Hovland Drive
Right-Of-Way
to be Vacated
Hovland Drive
County
Fairgrounds
Parcel 4107-BB-1000
1
6
12
7
SOUTHVIEW DR
WARD DR
MORLEY
MOBLE RD
PEAK
SAULSER RD
BACHELOR FLAT RD
ROSS RD
0
0.05
0.1
0.15
0.2 mi

Exhibit D

INTERGOVERNMENTAL AGREEMENT
Single Trip Permit Authorization
Columbia County

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and Columbia County, acting by and through its elected officials, hereinafter referred to as "County," both herein referred to individually or collectively as “Party” or “Parties.”

RECITALS

1. By the authority granted in ORS 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

2. Under ORS Chapter 818 the State administers a variance permit program that allows use of the roads of this state for travel by oversize/overweight vehicles and loads. The permit program includes Oversize/Overweight Single Trip Permits (OS/OW STP). Frequently, vehicles and loads are of such weight and dimension that a specific routing must be followed. Such routing includes State highways, county roads and city streets.

3. Under ORS 818.200, a county may issue a permit that allows use of the roads under it’s jurisdiction for travel by oversize/overweight vehicles and loads.

4. In order to simplify and expedite the issuance of the permits, County desires State to issue OS/OW STPs that authorize use of roads under County jurisdiction for travel by oversize/overweight vehicles and loads.

5. State desires to issue OS/OW STPs that authorize use of roads under County jurisdiction for travel by oversize/overweight vehicles and loads according to the terms of this Agreement.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

1. This Agreement shall supersede and replace Agreement No.23637 and its subsequent amendment(s), in its/their entirety. Agreement No. 23637 will terminate upon the execution of this Agreement.

2. County grants State authority to issue OS/OW STPs for travel over roads which are under the jurisdiction of County, in accordance with the terms of this Agreement. This Agreement addresses only issuance of OS/OW STPs by State for travel over

roads which are under the jurisdiction of County. State is not authorized to issue any other type of oversize/overweight variance permit under this Agreement. .

3. This Agreement becomes effective upon the date all required signatures are obtained and shall automatically **terminate ten (10) years** from the date of execution, unless extended by a fully executed amendment.

4. Each Party will be responsible for their own costs associated with this Agreement.

COUNTY OBLIGATIONS

1. County shall provide State with a list of the roads under County jurisdiction on which travel by oversize/overweight vehicles and loads is permitted. The list shall include the maximum weights allowable for the road or road segment, and allowable dimensions, based on vertical and horizontal clearances, for the road or road segment. The information will be included in the Joint-State County blanket document maintained in the electronic routing manual, and shall be deemed County's written authorization for travel by oversize/overweight vehicles and loads on the County road or road segment identified.

2. County shall provide State with a list of County employees, including at least one primary and secondary contact, who are authorized to designate those roads under County jurisdiction on which travel by oversize/overweight vehicles and loads is permitted. County shall provide State written notice of changes in authorized employees at least two (2) weeks prior to the change. In the event a motor carrier requests a route or routes, or vehicle or load size or dimension, that is not included in the Joint-State blanket document, State shall contact the County designee for approval.

3. In the event County is contacted by State as described in Paragraph 2 of County Obligations, County shall respond within two (2) business hours of initial contact. If County fails to respond within two (2) business hours, State will issue the OS/OW STP authorizing travel on state highways only and will direct the motor carrier to obtain a separate OS/OW STP for travel on County roads from the County.

4. County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind County.

5. County's Contact for this Agreement is:Tristan Wood, , 1054 Oregon St. St. Helens, OR 97051 Phone # (503) 397-5090, Email: tristan.wood@co.columbia.or.us. County shall notify State in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall issue OS/OW STPs under this Agreement only for travel over specified County roads.

2. State shall collect the fee established in ORS 818.270 for both the State and County. The County fee shall be forwarded to the County for each OS/OW STP issued through this Agreement on a monthly basis.

3. Unless otherwise directed by County, in each OS/OW STP issued by the State for travel on County roads, State shall include the same general and special provisions State requires for travel on state highways. The routes and maximum weights and dimensions that may be authorized in OS/OW STPs issued by the State for travel on County roads shall be those contained in the Joint-State County blanket document maintained in the electronic routing manual or those obtained from the authorized County employee under Paragraph 2 of County Obligations.

4. State's Contact for this Agreement is: Christy Jordan, Over-Dimension Permit Manager/Freight Mobility Coordinator, ODOT - Motor Carrier Transportation Division, 3930 Fairview Industrial Dr. SE, Salem OR, 97302, 503-378-6192, christy.a.jordan@odot.state.or.us., or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. The Parties certify, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within their current appropriation or limitation of current biennial budget.

2. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.

3. The Parties may terminate this Agreement effective upon delivery of written notice to either Party, or at such later date as may be established by the Parties, under any of the following conditions:

   a. If either Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

   b. If either Party fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

   c. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of its

reasonable administrative discretion, to continue to make payments for performance of this agreement.

d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if either Party is prohibited from paying for such work from the planned funding source.

4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. Both Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, County expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

6. Each Party shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all cost and expenses related to its employment of individuals to perform the work under this Agreement, including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.

7. All employers that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than $500,000 must be included. County shall ensure that each of its contractors complies with these requirements.

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

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

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

11. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

12. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

13. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure

of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Columbia County, by and through its elected officials

By _____

Date _____

By _____

Date _____

By _____

Date _____

APPROVED FOR LEGAL SUFFICIENCY (If required in County's process)

By _____
County Counsel

Date _____

County Contact
Tristan Wood
Assistant Public Works Director
1054 Oregon St.
St. Helens, OR 97051.
Phone : (503) 397-5090
Email: Tristan.Wood@co.columbia.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Division Administrator, Motor Carrier Transportation Division

Date _____

APPROVAL RECOMMENDED

By _____
Motor Carrier Services Section Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By_____
Assistant Attorney General (If Over $150,000)

Date_____

State Contact:
Christy Jordan, Over-Dimension Permit Manager/Freight Mobility Coordinator
ODOT – Motor Carrier Transportation Division
3930 Fairview Industrial Dr. SE
Salem, OR 97302
503-378-6192
Christy.a.jordan@odot.state.or.us

Columbia County Road Department

1054 Oregon Street, St. Helens, OR 97051

Cherie Moylan, Office Manager

Ph: (503) 366-3961 Fax: (503) 397-7215
e-mail: cherie.moylan@co.columbia.or.us

TO: **Columbia County Board of Commissioners**
cc: Dave Hill, Lonny Welter

FROM: Cherie Moylan, Office Manager

DATE: August 24, 2016

SUBJECT: 2016 Wings & Wheels 16K Run

Columbia County received the attached application for a Public Road Event Permit for the Wings & Wheels 16K Run Event 2016, to be conducted on Saturday, September 10, 2016. They are expecting between 100 to 150 participants and will be using County roads as listed below.

Starting time is 8am at Oregon Aero (34020 North Honeyman Road); running out to Skyway Drive; to West Lane; to Crown Zellerbach Trail; to Columbia Avenue; to Honeyman Road; to Ellis Farm Road; to Santosh Wildlife Refuge; to Honeyman Road; to Skyway Drive; finishing back at Oregon Aero at approximately 11:30am. Rest stops will be at the CZ Trail/ Columbia Avenue intersection, Honeyman Road/Ellis Farm Road intersection, and Honeyman Road/Santosh Wildlife Refuge intersection, as well as at the starting location with a first aid station ready for deployment, if needed.

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 pedestrian event is expected to have more than 100 walkers and runners, Board approval is required.

Section 5 of the Ordinance provides, in part:

> "A. Standards for Issuance. The Administrator or, in the event of a large event, the Board of County Commissioners, shall issue a permit conditioned upon the applicant's written agreement to comply with the terms of such permit **unless** the Administrator or Board of County Commissioners finds that:
>
> 1. The time, route and size of the public road event will disrupt to an unreasonable extent the movement of other traffic or will endanger the safety of participants or citizens, or cause a safety hazard other than traffic.

2. The public road event is of a size or nature that requires the diversion of too many law enforcement officers, public works employees or other personnel to properly control the public road event or that allowing the public road event would deny reasonable law enforcement or other emergency service protection to citizens of the County.

3. Such public road event will interfere with another public road event for which a permit has been issued.

4. The County Public Works Director determines the public road event would damage public roads."

Staff notified affected agencies and received the following comments:

- County Sheriff's Office, Jeff Dickerson - **no issues**
- Columbia County Emergency Management, Steve Pegram - **no issues**
- State Police, Sgt. Luke Schwartz - **no issues**
- Scappoose Police, Norman Miller - no response
- Scappoose Fire/CRF&R, Michael Greisen - **no issues**
- Scappoose City Administrator, Mike Sykes - no response
- Scappoose City Public Works, Robin Bassett - **no issues**
- ODOT, Marsha Higgs, - **no issues**
- County Weighmaster, Bill Goodwin - (info only)
- Columbia 9-1-1, Trish Hilsinger - (info only)

Staff recommends that the Board approve this permit.

Recommended Motions:

- Motion 1: Approve the public road event permit for the Wings & Wheels 16K Run.
- Motion 2: Approve the Indemnity Agreement with the South Columbia County Chamber of Commerce and authorize the Chair to sign.

Attachments:

- Permit Application, dated July 27, 2016
- Indemnity Agreement, dated July 27, 2016
- Certificate of Liability Insurance, dated July 27, 2016
- Map and Route Instructions

/cm
Encl.

COLUMBIA COUNTY

1854

RECEIVED
JUL 28 2016
ROAD DEPT.

PUBLIC ROAD EVENT PERMIT APPLICATION

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

Date: 27 July 2016

Name of Event: Wings & Wheels 16k
Sponsor: South Columbia County Chamber of Commerce
Type of Event: 16k run
Purpose of Event: competitive run - community enrichment - fundraiser
Date of Event: 9-10-16 Beginning Time: 8am start
Expected Number of Participants: 100-150 Ending Time: 11:30am last finishers
Location of Assembly Area(s): Scappoose Airpark
Assembly Beginning Time: 6:30am
Number of Volunteers ~30 Number/Type of Support Vehicles 3-8 personal

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 South Columbia County Chamber - Wings & Wheels
Address 2194 Columbia Blvd. St Helens, OR 97051
Work Phone 503 397 0685 Home Phone _____ E-mail _____
Contact Person (other than applicant) Kelly Marks
Address 17705 NW Springville Rd, Portland, OR 97229
Work Phone 971 722 7775 Home Phone 503 475 2462 E-mail kmarks@pdx.edu
Chair/Race Director (for athletic events) currently Kelly Marks
Address same
Work Phone _____ Home Phone _____ E-mail _____
Previous Experience Multiple events, not competitive runs, committee & mentors events have

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:
Lonny Welter: Transportation Planner

Columbia County Road Department
1054 Oregon Street
St. Helens, Oregon 97051
503.366.3963(O)
503.397.7215 (Fax)
lonny.welter@co.columbia.or.us

South Columbia County Chamber of Commerce
Wings & Wheels 2016
(Name of Sponsor)

By: Kelly Marks
(Signature of Authorized Agent)

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

Application Received 07-28-2016 Insurance Certificate Received 07-28-2016
Application Fee Paid $ Indemnity Agreement Signed
Permit Issued Deposit Received: $

Columbia County

Oregon

INDEMNITY AGREEMENT

RECEIVED
JUL 28 2016
ROAD DEPT.

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 Wings & Wheels to be held on 9/10, 2016, 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 Aindemnitees@) 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.

South Columbia County Chamber of Commerce Wings & Wheels
(Agency)

By: Kelly Lind
(Signature of Authorized Agent)

Dated: 27 July 2016

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Tony Hyde, 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

SOUTCOL-01 KIMBERLEY

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/27/2016

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
Hagan Hamilton Insurance
PO BOX 506
Saint Helens, OR 97051

CONTACT NAME:
PHONE (A/C, No, Ext): (503) 397-0123 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Ins. Co.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
South Columbia County Chamber
2194 Columbia Blvd
St. Helens, OR 97051

COVERAGES CERTIFICATE NUMBER: 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						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR	X		52SBAPP1750	01/01/2016	01/01/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:						EPLI	$ 5,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Columbia County and all other affected public agencies, the Board of County Commissioners and the board of other affected public agencies, their officers including the Columbia County Sheriff, agents and employees are named additional insured per the attached form SS0008 04/05.

CERTIFICATE HOLDER

Columbia County Road Department
Attn: Lonny Welter
1054 Oregon Street
Saint 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

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

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

Re: 2016 Wings & Wheels 16K Runs

1 message

Kelly Marks <kmarks@pcc.edu> Tue, Aug 2, 2016 at 1:39 PM
To: "Moylan, Cherie" <cherie.moylan@co.columbia.or.us>

Thanks Cherie!

I'm having technology issues. I was hoping to send you a amp with all the points identified. In the meantime, here you go:

Start: Oregon Aero
Run out Skyway Drive to West Lane
West Lane to Crown Zellerbach Trail
Crown Zellerbach Trail to Columbia Avenue (water & communication station)
Columbia Avenue to Honeyman Road
Honeyman Road to Ellis Farm Road (water & communication station)
Honeyman Road to Santosh Wildlife Refuge (water & communication station)
Honeyman Road to Skyway Drive
Finish: Oregon Aero

First aid station: on site at Scappoose Airpark ready for mobile deployment

The check has been requested..

What else?

Thank you!

Warm regards -

Kelly

Kelly Marks
Portland Community College
Columbia and Western Washington Counties
971.722.7775

On Tue, Aug 2, 2016 at 12:54 PM, Moylan, Cherie <cherie.moylan@co.columbia.or.us> wrote:

Hello Kelly,

...Just checking on the written descriptive outline of race (i.e., starting point, direction and ending point; [please include street names involved]; rest stops, first aid stations, if any, etc.) and your payment of $100. I need the course outline in order to start my process, the check can follow. If you can send today, that would be appreciated.

Thank you!
Cherie

Cherie Moylan | Office Manager | Columbia County Road & Parks
1054 Oregon Street | St. Helens, OR 97051