CLATSOP COUNTY

BOARD OF COMMISSIONERS AGENDA WORK SESSION & REGULAR MEETING JUDGE GUY BOYINGTON BUILDING, 857 COMMERCIAL ST., ASTORIA

Wednesday, August 23, 2023

BOARD OF COMMISSIONERS:

Mark Kujala, Dist. 1 – Chair
Courtney Bangs, Dist. 4 – Vice Chair
John Toyooka, Dist. 2
Pamela Wev, Dist. 3
Lianne Thompson, Dist. 5

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www.co.clatsop.or.us

Join the meeting from your computer, tablet or smartphone (Zoom link)

You can also dial in using your phone.
1-253-215-8782

Meeting ID: 857 9970 3450
Passcode: 612808

Public Testimony

You must register in advance if you want to provide testimony virtually on public hearings or speak at the designated time. There are three ways to do this: On our website at public comment, emailing commissioners@co.clatsop.or.us or by calling 503-325-1000. Once registered, we will notify you when it is your opportunity to speak for a two-minute comment. You also may submit written comments which will be provided to the Board and submitted into the record.

WORK SESSION: 5:00 PM

Work Sessions are an opportunity for Board members to discuss issues informally with staff and invited guests. The Board encourages members of the public to attend Work Sessions and listen to the discussion, but there is generally no opportunity for public comment. Members of the public wishing to address the Board are welcome to do so during the Board's regularly scheduled meetings held twice monthly.

Discuss Formal Agenda {5 min}

TOPICS:

1. Lower Nehalem Watershed Council {15 min} {Page 3}
2. Amend Human Services Advisory Council Bylaws, Article IV - Membership {5 min} {Page 20}
3. Priorities from the Board of County Commissioners Regarding Contributions to Outside Agencies {10 min} {Page 27}

REGULAR MEETING: 6:00 PM

The Board of Commissioners, as the Governing Body of Clatsop County, all County Service Districts for which this body so acts, and as the Clatsop County Local Contract Review Board, is now meeting in Regular Session.

FLAG SALUTE

ROLL CALL

AGENDA APPROVAL

PROCLAMATION

4. World Suicide Prevention Day Proclamation {Page 36}
5. National Preparedness Month Proclamation {Page 39}

BUSINESS FROM THE PUBLIC – *Individuals wishing to provide oral communication at the designated time must register in advance by calling 503-325-1000 or email commissioners@co.clatsop.or.us by 3 p.m. on the day of the meeting.*

CONSENT CALENDAR

6. Edge Line Rumble Strips {Page 41}
7. Oregon Business Development Department (OBDD) - Special Public Works Fund Planning Project & Strategic Reserve Fund Grant Agreements {Page 49}
8. Oregon Department of Transportation Humbug Creek Bridge Repair / Temporary Noise Exception {Page 72}
9. Jewell Substation Facility Upgrade {Page 80}
10. Contract for purchase of Skid Steer for Fairgrounds {Page 109}

COMMISSIONER'S LIAISON REPORTS

COUNTY MANAGER'S REPORT

BUSINESS AGENDA

11. ARPA Funding Agreement with Northwest Oregon Housing Authority (NOHA) {Page 111}

PUBLIC HEARINGS

12. Ordinance 23-11 Exclusive Farm Use Zone Amendment {Page 118}
13. Ordinance 23-12: Geologic Hazards Overlay Amendment {Page 125}

GOOD OF THE ORDER

ADJOURNMENT

As necessary Executive Session will be held in accordance with but not limited to: ORS 192.660 (2)(d) Labor Negotiations; ORS 192.660 (2)(e) Property Transactions: ORS 192.660 (2)(f) Records exempt from public inspection; ORS 192.660 (2)(h) Legal Counsel

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Agenda packets also available online at www.co.clatsop.or.us

This meeting is accessible to persons with disabilities or wish to attend but do not have computer access or cell phone access. Please call 325-1000 if you require special accommodations at least 48 hours prior to the meeting in order to participate.

Board of Commissioners
Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

August 23, 2023

Topic: Lower Nehalem Watershed Council

Presented By: Zac Mallon, Lower Nehalem Watershed Council Coordinator

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Informational Summary: Presentation on 2022 Projects

Attachment List

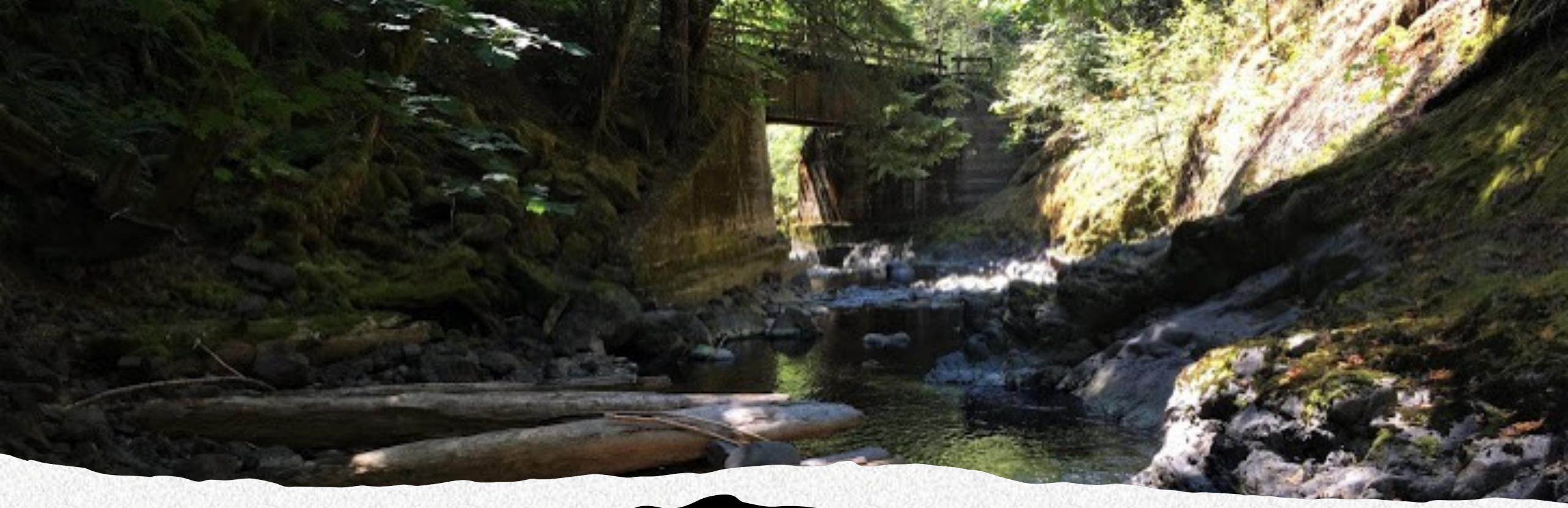
A. Presentation Slides

2022

Year

In

Review



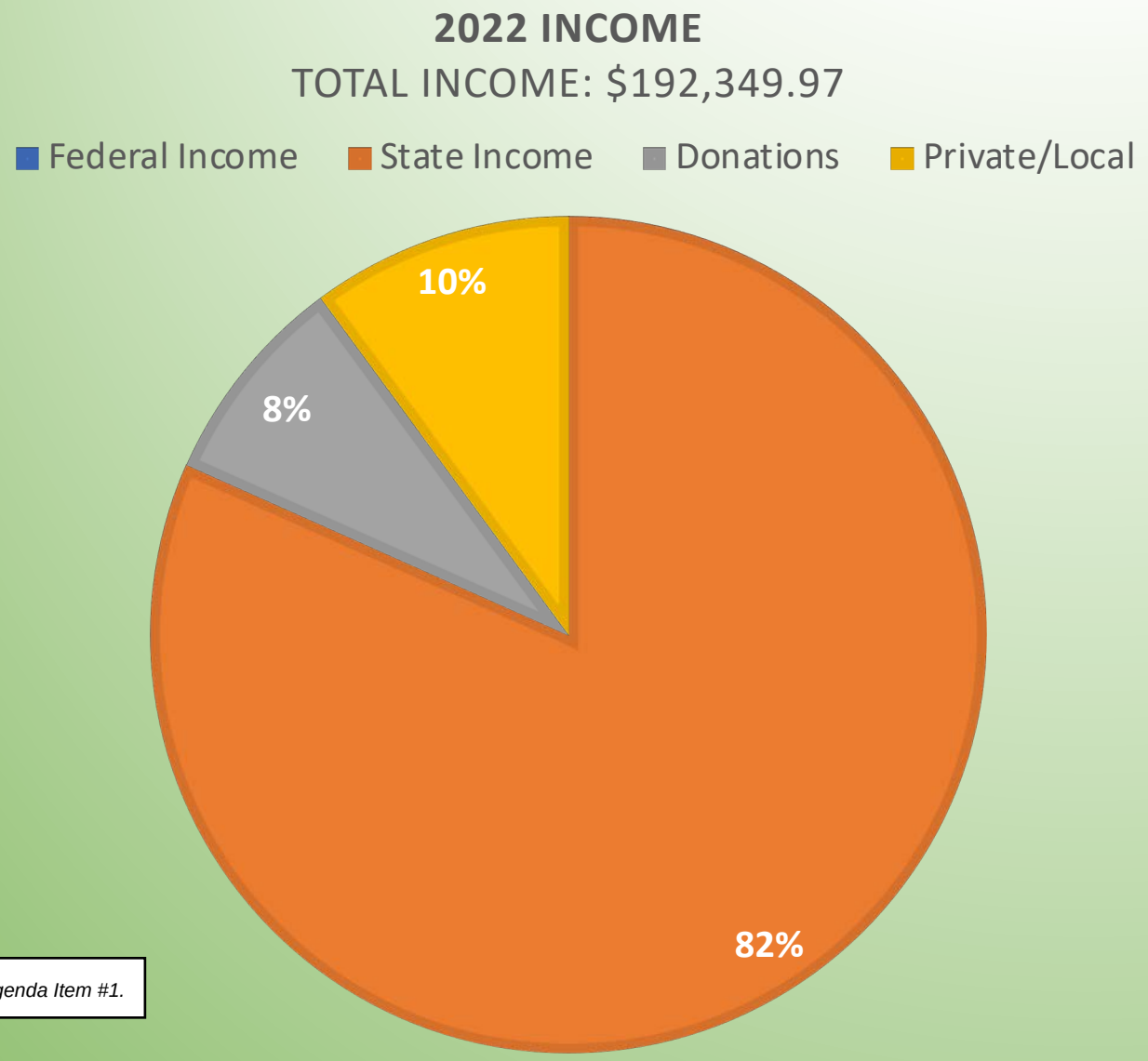
LNWC Mission

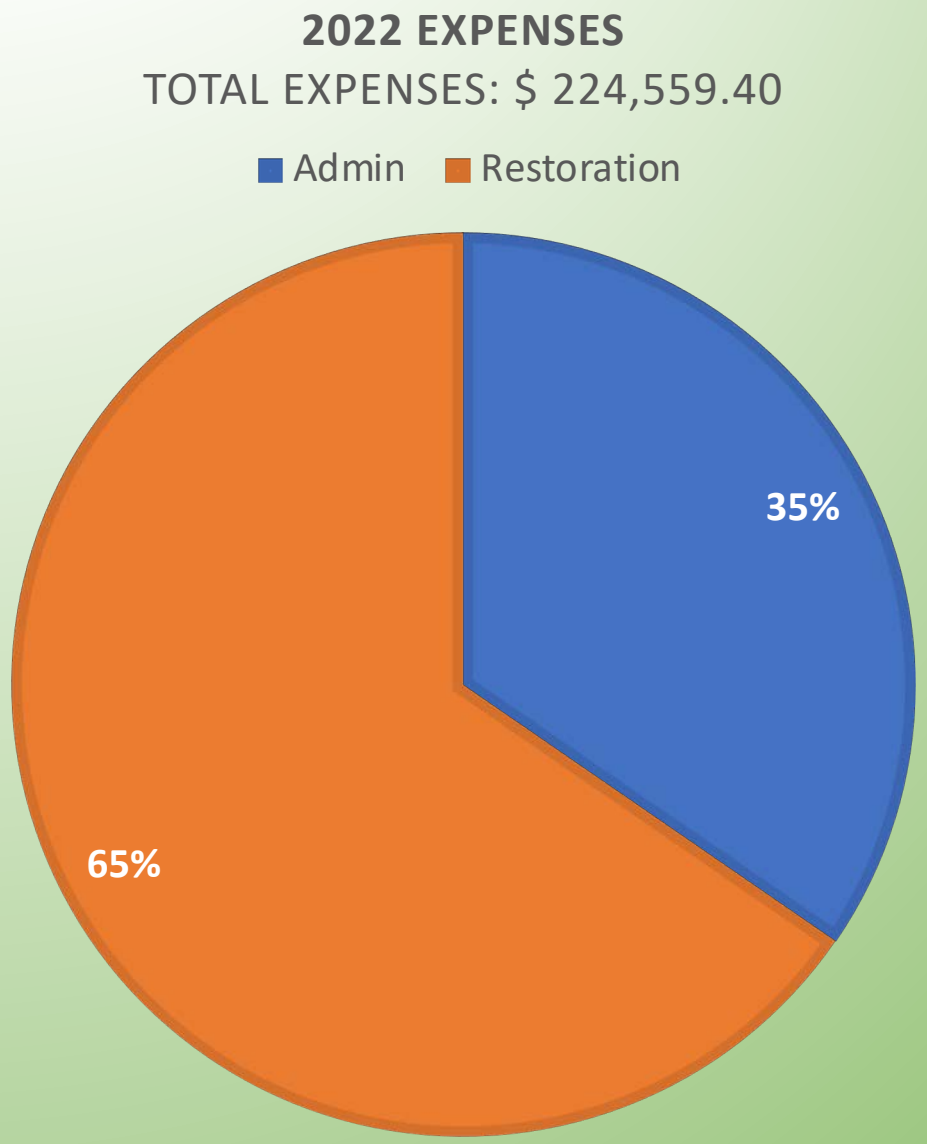
Protect, preserve, and enhance the Nehalem Watershed through leadership, cooperation, and education.

2022 Projects

- Research
  - McDonald Slough Tide Gate Monitoring
- Design Projects
  - Salmonberry River Confluence Cold Water Refugia
  - Alder Creek Farm Restoration Designs
  - Bandy Slough Tide Gate Removal
- Restoration
  - Nehalem River Ranch Riparian Restoration
  - Coal Creek Habitat Enhancement
  - Malone Riparian Revegetation
- Collaborations
  - Nehalem Basin Partnership
  - North Coast Watershed Councils Collaborations
- Events
  - Speaker Series
  - Explore Nature

2022 Income & Expenses





Bandy Slough Tide Gate Removal Designs

Description: Bandy Slough is a small slough on the North Fork Nehalem. A tide gate and berm disconnect the historic wetland and flood plain from the river. Three private landowners have agreed to remove the tide gate. The removal will need to accommodate an easement for accessing power lines on site.

Status: Recently awarded. The next step is to develop an RFP to hire a contractor and get the project underway.

Goals:

- Restore fish passage to off channel habitat
- Provide winter refugia from high flows for juvenile salmonids
- Provide summer rearing habitat for juvenile salmonids
- Restore floodplain interaction and natural nutrient cycles.

Partners: Oregon Department of Fish and Wildlife, Oregon Watershed Enhancement Board, Wild Salmon Center, National Oceanic and Atmospheric Administration, PacifiCorps, and Private Landowners.

RESTORATION

Nehalem River Ranch Riparian Revegetation

Description: This project is planting 1.5 miles of riparian vegetation along the Nehalem River at the Nehalem River Ranch. Flash grazing will be used to control Japanese knotweed on site and a Silvopasture planting will occur in the upstream field.

Status: In Progress

Goals:

- Establish Riparian Vegetation
- Improve nutrient cycling
- Improve infiltration
- Provide pollinator and bird forage and habitat
- Reduce Japanese Knotweed density

Partners:

- Oregon Department of Fish and Wildlife
- Natural Resources Conservation Service
- Oregon Watershed Enhancement Board.

RESTORATION

Coal Creek Riparian and In Stream Enhancement

Description: This project planted riparian vegetation along ½ mile of Coal Creek and replaced an undersized residential culvert with a fish passable crossing.

Status: In progress. Plantings maintenance.

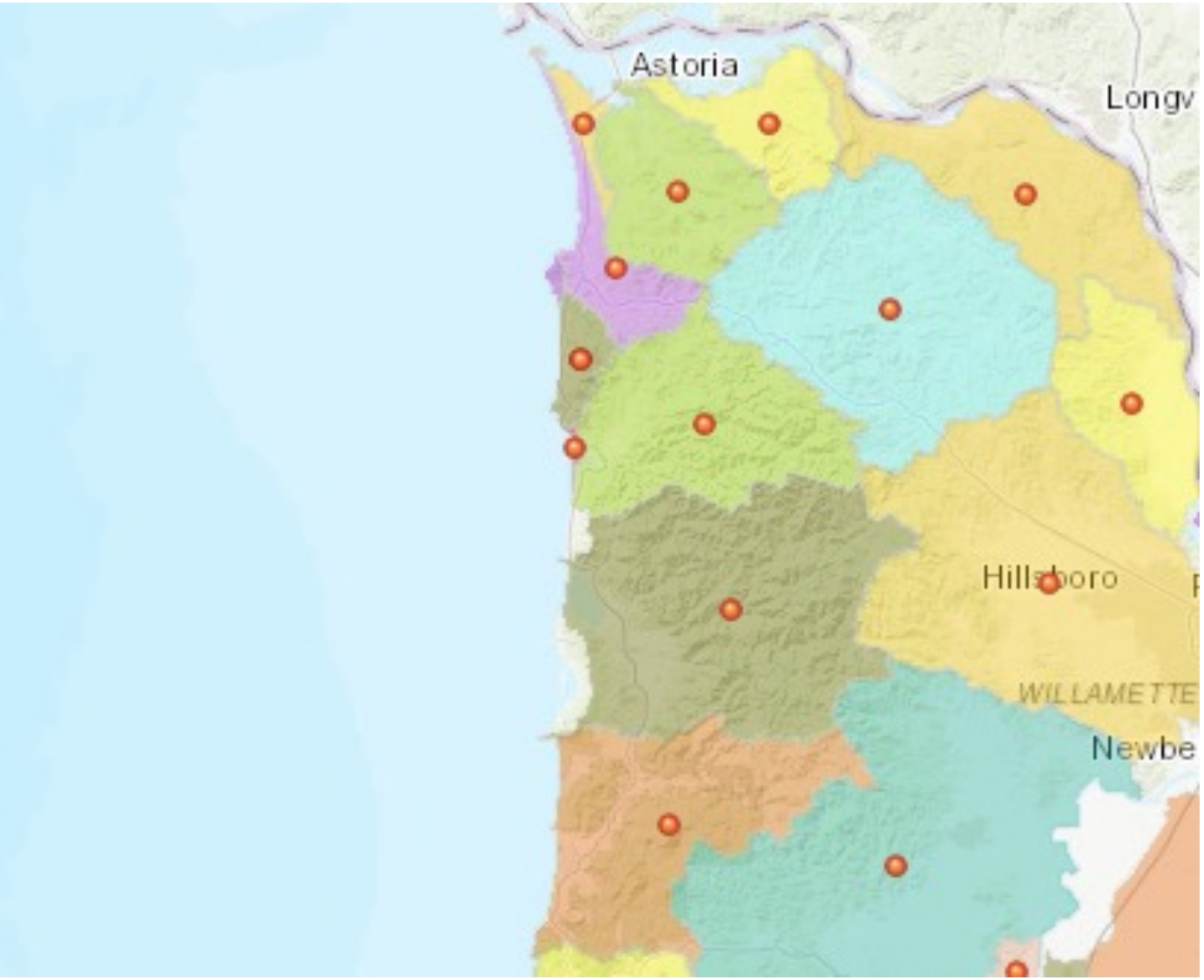
Goals:

- Establish Riparian Vegetation
- Shade and cool Coal Creek
- Improve nutrient cycling
- Improve infiltration
- Provide pollinator and bird forage and habitat
- Reduce Himalayan Blackberry density
- Mitigate bank erosion

Partners:

- Oregon Department of Fish and Wildlife
- Oregon Watershed Enhancement Board
- Siletz Tribal Charitable Contri Fund

Collaborations



Nehalem Basin Partnership

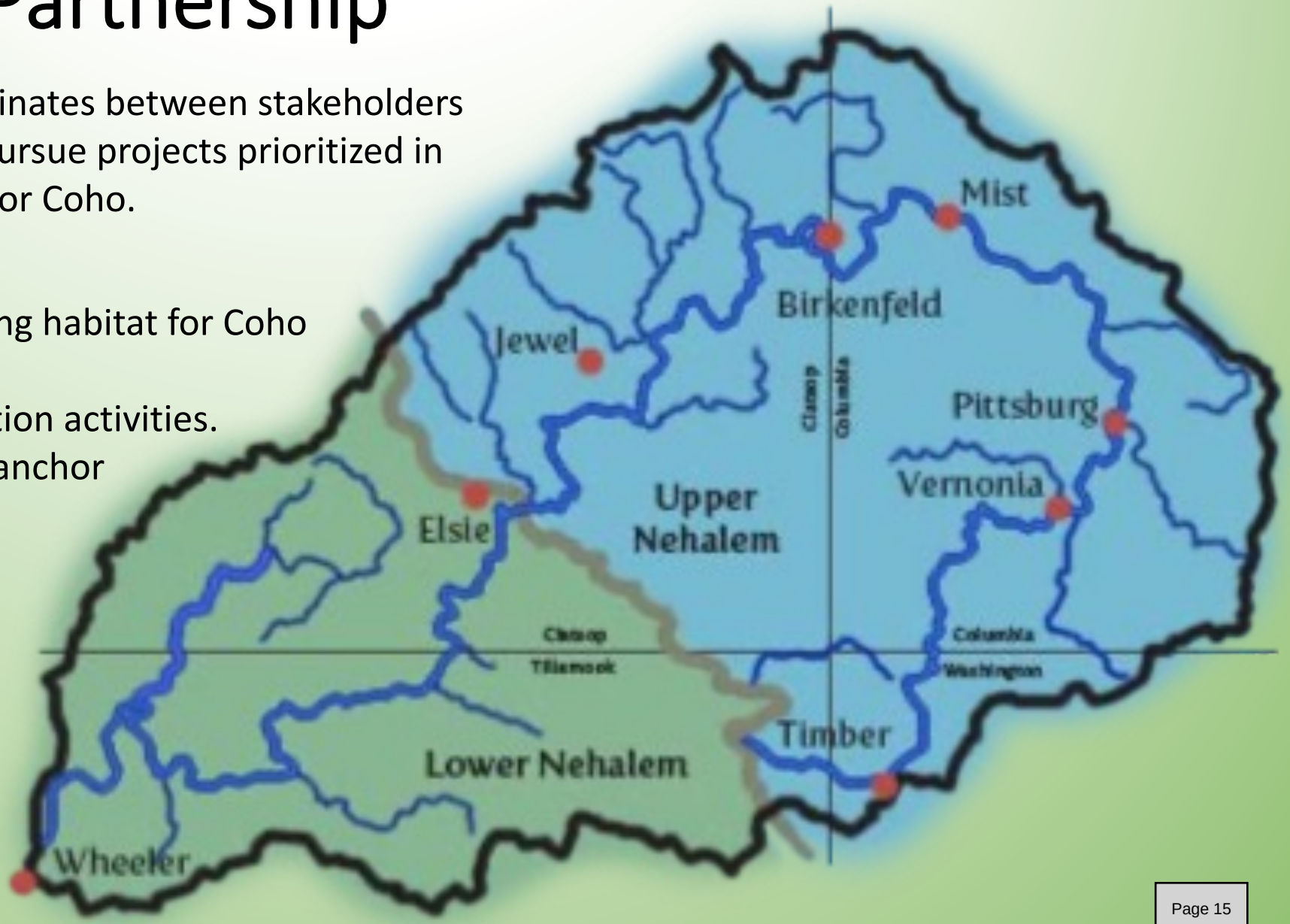
Description: This partnership coordinates between stakeholders throughout the Nehalem Basin to pursue projects prioritized in the Nehalem Strategic Action Plan for Coho.

Goals:

- Create more spawning and rearing habitat for Coho salmon.
- Improve coordination of restoration activities.
- Add large wood to all identified anchor habitats
- Remove fish passage barriers
- Improve wood recruitment by natural processes.

Partners:

Upper Nehalem Watershed Council
Local, State, and Federal Agencies
Timber Companies
Many More



North Oregon Coast Watersheds Collaboration

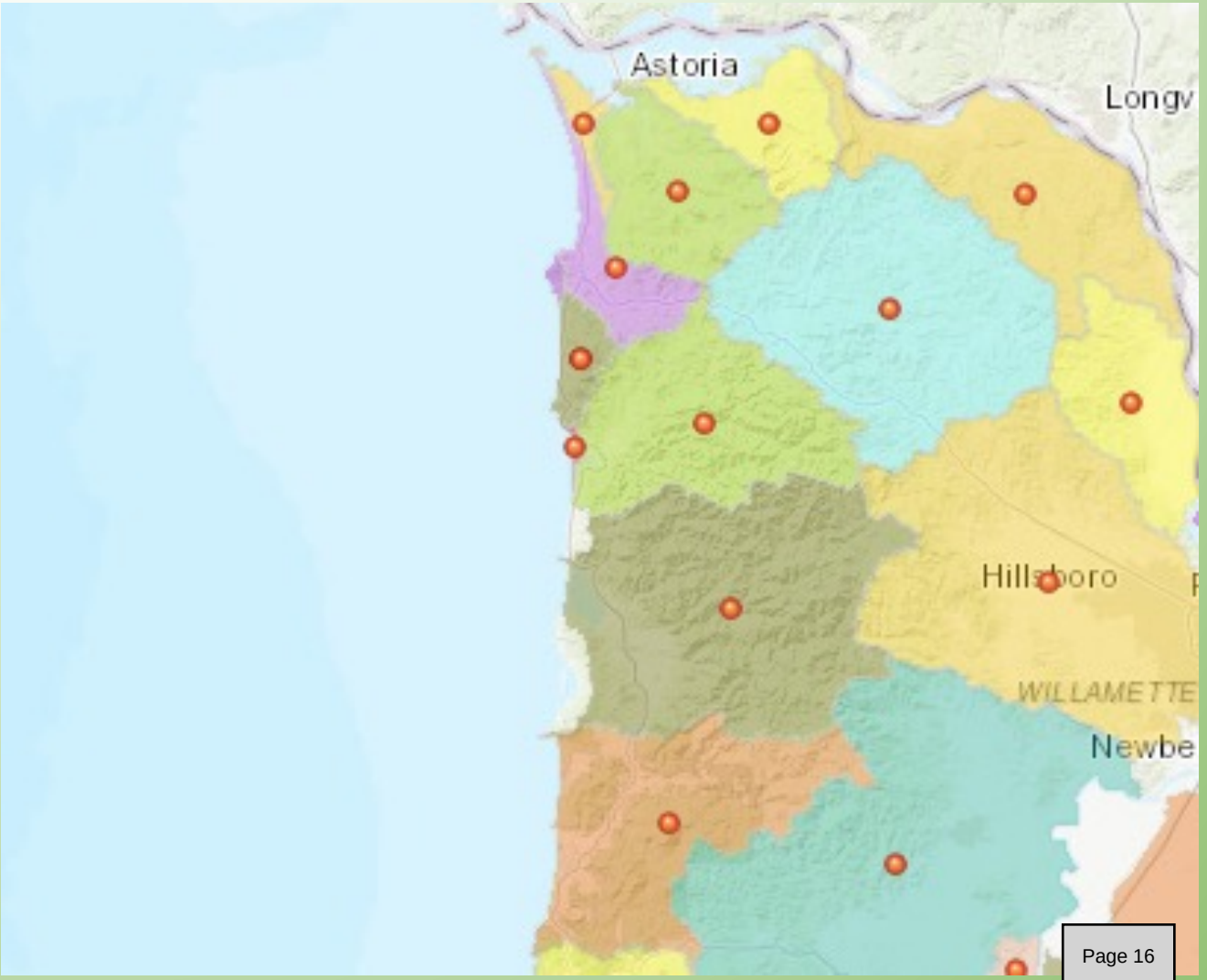
Description: This project will identify shared goals that can be met by regional watershed councils by pooling resources.

Status: In Progress

Goals:

- Identify areas of collaboration
  - Administrative
  - Outreach
  - Restoration Support
  - Technical Assistance
  - Operations Continuity.
- Develop an MOU to pursue collaborative efforts

- **Partners**
  - Upper Nehalem Watershed Council, Lower Columbia River Watershed Council, North Coast Watershed Association, Necanicum Watershed Council, Nestucca, Neskowin, and Sand Lake Watersheds Council, Tillamook Estuaries Partnership



Upcoming Projects!

Fish Passage

- Harliss Creek
- McPherson Creek
- Other culverts

In-Stream Enhancement

- Little North Fork Nehalem River

Riparian Enhancement

- Coal Creek Tidal Wetland and Riparian Enhancement

FUNDERS and PARTNERS

- Upper Nehalem Watershed Council
- Nestucca, Neskowin, and Sand Lake Watersheds Council
- Tillamook Estuaries Partnership
- Necanicum Watershed Council
- North Coast Watershed Council
- Oregon Watershed Enhancement Board
- Wild Salmon Center
- Oregon Department of Fish and Wildlife
- National Fish and Wildlife Foundation
- National Oceanic and Atmospheric Administration
- Portland State University Masters of Environmental Science and Management Program
- Oregon State University
- The Network of Oregon Watershed Councils
- US Fish and Wildlife Service
- Oregon Parks and Recreation Department
- Oregon Department of Forestry
- Backyard Planting Program
- Northwest Oregon Restoration Program
- Lewis and Clark Timberlands
- Lower Nehalem Community Trust
- Visit Tillamook Coast
- Siletz Tribal Charitable Contributions Fund
- Nehalem River Ranch
- Nature Conservancy
- National Genomics Center for Wildlife and Fish Conservation

LOWER NEHALEM WATERSHED COUNCIL

Board of Commissioners
Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

August 23, 2023

Topic: Amend Human Services Advisory Council Bylaws, Article IV - Membership

Presented By: Randy Anderson, Human Services Advisory Council Chair

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Informational Summary: The Human Services Advisory Council has identified two areas in their By-Laws that could be clarified and improved. The proposed changes are redlined below and in attached Bylaws:

- **Article IV, Section 2, number 2** currently reads, "Membership on the Council shall not exceed Nine (9)." The Council would like to amend that to read, "Membership on the Council shall not exceed Nine (9) voting members."

- **Article IV, Section 2, number 4** currently reads:

  Membership shall represent: recipients of services, advocates, professionals in the field, key referral sources, non-contracted provider representatives, provider representatives (non-voting), and lay citizens in balanced representation. Representation shall also include minority members who reasonably reflect the proportion of the need for alcoholism treatment and rehabilitation services of minorities in the community and at least one member who have mental or physical disabilities.

  The Council would like to amend that to read:

  Membership shall represent: recipients of services, advocates, professionals in the field, key referral sources, non-contracted provider representatives, provider representatives (non-voting), and lay citizens in balanced representation. Representation shall also include minority members who reasonably reflect the proportion of the need for substance use disorder treatment and rehabilitation services of minorities in the community and at least one member who have mental or physical disabilities.

- **Article IV, Section 3,** currently reads: "Upon three unexcused absences from scheduled Council meetings by a member, the

member will be contacted by the Chair to see intention of continued service on the Council."

The Council would like to amend that to read:

1. After two unexcused absences from scheduled Council meetings by a member, the member will be contacted by the Chair to see what their intention of continued services is.
2. After three unexcused absences from scheduled Council meetings by a member in one calendar year, the member will surrender their appointment.

Attachment List

A. Human Services Advisory Council Bylaws with recommendations redlined

Clatsop County
Human Services Advisory Council
By-Laws

(Adopted September 24, 1997)
(Revised February 27, 2001)
(Revised January 13, 2003)
(Revised September 23, 2020)
(Revised July 26,2023)

Article I – Name

The name of this organization shall be the Clatsop County Human Services Advisory Council.

Article II – Duties and Responsibilities

The general duties and responsibilities of this Council are:

1. To identify needs and establish priorities for the three areas of interest listed in Article III-Section 1 for the publicly funded human service delivery system.
2. To participate in the selection of service providers.
3. To participate in the evaluation of services to assure they are effectively addressing the needs and priorities, and are of high quality.
4. To provide a community balance and an independent opinion to the Clatsop County Board of Commissioners regarding service directions, decisions, and proposals.
5. To provide a link to the community at-large through advocacy, public information, and education activities sponsored by the County.

Article III- Structure

Section 1

The Human Services Advisory Council shall be made up of three areas of interest; each addressing a specific area of service as follows:

Developmental Disabilities—addressing the needs of and services for people with developmental disabilities and Intellectual/Developmental Disabilities and Autism Spectrum Disorder.

Mental Health – addressing prevention, intervention and treatment of individuals with mental health issues or other programs related to behavioral health by statute (ORS 430.630 (7)) (See attached Appendix A)

Alcohol and Drug will constitute the Local Alcohol and Drug Advisory Committee (LAPDC) as required by statute (ORS 430.290, ORS 430.342 and 430.350) in Clatsop County. (See attached Appendix A)

Section 2

The Council may convene a work group of knowledgeable persons to advise the Council in specific program areas or to address any ad hoc issues as needed. Other meetings of the Council will be called

as needed with one week's notice given by email, phone, or mail.

Section 3

The Council shall come together no less than four times per year to conduct the business of the Council.

Article IV – Membership

Section 1

All members are appointed by and serve at the pleasure of the Clatsop County Board of Commissioners and shall:

1. Be members of the residential or business community of Clatsop County.

2. Be appointed for terms of up to three years with reappointment at the pleasure of the Clatsop County Board of Commissioners.
   - Each term to begin March 1 and expire the last day of February.
   - Each term to be served at the pleasure of the Clatsop County Board of Commissioners.

Section 2

1. Membership on the Council shall not exceed Nine (9) voting members.

Justification: clarify that ex-officio is not included in membership total.

2. Persons employed by contracted providers of human services shall not be eligible for appointment. However, the Council may include one representative of each provider and they shall serve in an ex-officio capacity (non-voting).

3. Representation of mental health, alcohol and drug treatment, and developmental disability providers not under contract with the County or connected to contracted providers of the County shall not exceed one member per contracted service.

4. Membership shall represent: recipients of services, advocates, professionals in the field, key referral sources, non-contracted provider representatives, provider representatives (non-voting), and lay citizens in balanced representation. Representation shall also include minority members who reasonably reflect the proportion of the need for ~~alcoholism~~ substance use disorder treatment and rehabilitation services of minorities in the community and at least one member who have mental or physical disabilities.

Justification: The term 'substance use disorder' is more inclusive.

Section 3

1. ~~Upon~~ ~~three~~ After two unexcused absences from scheduled Council meetings by a member, the member will be contacted by the Chair to see what their intention of continued service on the Council.

2. After three unexcused absences from scheduled council meetings by a member in one calendar year, the member will surrender their appointment.

Justification: Specify next steps if a member misses more than three (3) meetings.

Article V – Officers

Section 1

The officers of the Council will be a chairperson and vice-chairperson, with the term of office being one year. The duties of the Council chairperson shall be to preside at all meetings of the Council; to act as a liaison among: the County staff, public agencies, and the Clatsop County Board of Commissioners; and to assign tasks and duties to the respective ad hoc committees. The vice-chairperson will perform these duties in the absence of the chairperson. Election of officers will be held during the March meeting of every year.

Article VI – Rules of Procedure

Section 1 – Quorum

For the purpose of doing business, quorum shall be a majority of appointed membership of the Council. Once a quorum is established, business can be transacted for the remainder of the meeting regardless of the number of members present.

Section 2– Open Meetings

The Council shall conform to the procedures outlined in the Open Meeting Law of the State of Oregon

Section 3 – Conflict of Interest

There will be open discussion of situations, which might involve conflict of interest on the part of Council members. A member shall abstain from voting on a particular issue where there is a potential of direct benefit to the member or their agency.

Section 4 – Public Statements

No member of the Human Services Advisory Council is authorized to speak on behalf of the Council until the Council takes a position by formal action. This does not prevent any member from making public statements regarding personal or agency views on an issue as long as identification of membership on the Council is not involved.

Section 5 – Recommendations and Actions

1. Agenda Formation: Preliminary agenda formation for the next meeting will be developed through a process decided on by each body. Establishing the agenda shall be allowed at the beginning of each meeting of the Council. The Council and the Advisory Committees may consider any item submitted from any source. All issues of substance will be brought before the Council.

2. Recommendations: The Council may vote to refer matters to the Clatsop County Board of Commissioners with or without recommendations.

3. Minority Reports: Members of the Council may submit a minority report if the intent to do so is announced after the question is called and prior to the call for a vote. The minority report is submitted to the Board in conjunction with the Council's decision.

4. Robert's Rules of Order: Questions of procedure will be resolved on the basis of Robert's Rules of Order.

Article VII – Amendments

These By-Laws may be amended by an affirmative vote of a quorum at a meeting of the Human Services

Advisory Council after special notification thirty days prior to the date of the meeting, and approval by the Clatsop County Board of Commissioners.

Appendix A

430.630 Services to be provided by community mental health programs; local mental health authorities; local mental health services plan.

(7) Each community mental health program shall have a mental health advisory committee, appointed by the board of county commissioners or the county court or, if two or more counties have combined to provide mental health services, the boards or courts of the participating counties or, in the case of a Native American reservation, the tribal council.

430.290 [1973 c.582 §§1,2; 1985 c.740 §13; 2009 c.595 §479; 2009 c.856 §§10,19; repealed by 2011 c.673 §45]

430.342 Local planning committees; duties; members.

(1) The governing body of each county or combination of counties in a mental health administrative area, as designated by the Alcohol and Drug Policy Commission, shall:

(a) Appoint a local planning committee for alcohol and drug prevention and treatment services; or

(b) Designate an already existing body to act as the local planning committee for alcohol and drug prevention and treatment services.

(2) The committee shall identify needs and establish priorities for alcohol and drug prevention and treatment services that best suit the needs and values of the community and shall report its findings to the Oregon Health Authority, the governing bodies of the counties served by the committee and the budget advisory committee of the commission. (3) Members of the local planning committee shall be representative of the geographic area and shall be persons with interest or experience in developing alcohol and drug prevention and treatment services. The membership of the committee shall include a number of minority members which reasonably reflects the proportion of the need for prevention, treatment and rehabilitation services of minorities in the community. [1977 c.856 §3; 2001 c.899 §3; 2009 c.595 §483; 2011 c.673 §21]

430.350 Assistance and recommendation of local planning committee.

(1) Every applicant for a grant made under ORS 430.345 to 430.380 shall be assisted in the preparation and development of alcohol and drug abuse prevention, early intervention and treatment services by the local planning committee operating in the area to which the application relates. Every application shall establish to the satisfaction of the Oregon Health Authority that the committee was actively involved in the development and preparation of such program.

Board of Commissioners
Clatsop County

WORK SESSION AGENDA ITEM SUMMARY

August 23, 2023

Topic: Priorities from the Board of County Commissioners Regarding Contributions to Outside Agencies

Presented By: Monica Steele, Assistant County Manager

Informational Summary:

As the Human Services Advisory Council begins to prepare for the 2023-24 FY grant application process of the budgeted $30,000 for Contributions to Outside Agencies, staff is asking for Board direction to provide to the HSAC committee on the Boards' priorities for allocating these monies.

Staff is seeking direction from the Board on the following:

1. How should the Contributions to Outside Agencies (HSAC Grant funding) align with the Board of Commissioners current strategic priorities for 2023-2024 fiscal year? Are there specific goals the HSAC committee should give highest priority to?

2. In an effort to reduce the burden on applicants, HSAC members and County Staff, as well as increasing the maximum positive impact on grantees, it was discussed revising the current award amounts to be not less than $5,000 per grantee. Is this a direction the Board would like to go?

3. Does the board have any further feedback or direction they would like to share with the HSAC committee in evaluating grant applications for the 2023-2024 fiscal year?

Attachment List

A. Strategic Plan, pages 7-14, FY 2023-24 Priorities

FY 2023-24 PRIORITIES TIER 1

FOCUS AREAS
- Governance
- Infrastructure
- Economic Development
- Environmental Quality
- Social Services

Sustainable County Operations

- **Action:** Create a plan for sustainable County operations that addresses:
  - How and what the County procures,
  - Feasible energy efficiency goals for County facilities and equipment, and
  - Fiscal sustainability.
- **Result:** Adopt plan
- **ESTIMATED COMPLETION:** JUNE 2024

Consolidated Emergency Communications

- **Action:** Continue collaboration with city partners to develop a feasible plan for integrated/consolidated emergency communications (9-1-1).
- **Result:** Governance model for County-wide integration of emergency communications (9-1-1)
- **ESTIMATED COMPLETION:** JUNE 2024

Transportation Safety Improvements

- **Action:** In collaboration with the State, develop a County/State plan with initiatives for safety improvements along County and State roads and HWYs.
- **Result:** County/State plan and identified initiatives
- **ESTIMATED COMPLETION:** JUNE 2024

Economic Development Strategies Plan

- **Action:** Implement feasible recommendations from the County's local development code that addressed barriers to housing development. Engage local jurisdictions and partners in discussions about possibly creating a County-wide economic development plan or strategy for each sector.
- **Result:**
  - Adopt changes to County development code
  - Develop a regional consensus regarding the pursuit of a County-wide economic development plan or strategy for each sector.
- **ESTIMATED COMPLETION:** JUNE 2024

FY 2023-24 PRIORITIES TIER 1

FOCUS AREAS
- Governance
- Infrastructure
- Economic Development
- Environmental Quality
- Social Services

FEMA BiOp

The Biological Opinion (BiOp) is a report issued by NOAA and the National Marine Fisheries Services that identifies the potential impacts to endangered species and habitats caused by FEMA's National Flood Insurance Program.

- **Action:** Continue advocating for County's concerns and interests regarding the FEMA BiOp by
  - Engaging with the State legislature,
  - Participating in the NEPA process, and
  - Participating in any form of the regulation process for floodplain management.
- **Result:** Plan for implementing required changes
- **ESTIMATED COMPLETION:**

Child Care

- **Action:** Continue supporting the expansion of local child care services through the County's Retention and Expansion Child Care Grant Program.
- **Result:** Distribute FY 23-24 award to grant recipients
- **ESTIMATED COMPLETION:** JUNE 2024

FY 2023-24 PRIORITIES TIER 2

FOCUS AREAS
- Governance
- Infrastructure
- Economic Development
- Environmental Quality
- Social Services

Community and Stakeholder Engagement

ACTION Develop a community engagement plan for the County.
RESULT: Adopt plan
ESTIMATED COMPLETION: JUNE 2024

Equitable Access to County Services

ACTION: Create a plan to ensure equitable access to County services.
RESULT: Adopt plan
ESTIMATED COMPLETION: DECEMBER 2025

Rural Broadband Expansion

ACTION: Support private sector initiatives to enhance internet/broadband infrastructure in underserved and rural areas of the County.
RESULT: Plan for next steps
ESTIMATED COMPLETION: JUNE 2024

Tide Gates, Levees, and Dikes

ACTION: In collaboration with local districts, evaluate the current condition of existing tide gates, levees, and dikes and develop a work plan for addressing the identified needs.
RESULT: Work plan
ESTIMATED COMPLETION: DECEMBER 2024

Increase Workforce Housing Inventory

ACTION: Continue participating in the Clatsop Regional Housing Taskforce and develop a plan or identify a strategy to support workforce housing development within the County.
RESULT: County plan or strategy
ESTIMATED COMPLETION: JUNE 2024

FY 2023-24 PRIORITIES TIER 2

FOCUS AREAS

- Governance
- Infrastructure
- Economic Development
- Environmental Quality
- Social Services

Homelessness Initiatives/Actions

ACTION: Develop a long-term plan to support sustainable operations at the new Columbia Inn emergency shelter.

RESULT:

- Plan for sustainable operations at the Columbia Inn.

ESTIMATED COMPLETION: JUNE 2025

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APPENDIX:

• FY 2023-24 TIER 3 PRIORITIES

FY 2023-24 PRIORITIES TIER 3

FOCUS AREAS
- Governance
- Infrastructure
- Economic Development
- Environmental Quality
- Social Services

Carrying Capacity Analysis

- **ACTION**: Conduct an analysis of the carrying capacity of water infrastructure (such as water availability and wastewater management) in the Lewis and Clark area.
- **RESULT**: Recommendations created from carrying capacity analysis
- **ESTIMATED COMPLETION**: JUNE 2026

Evacuation Routes

- **ACTION:** Begin implementation of the County's Tsunami Evacuation Facilities Improvement Plan (TEFIP) by designating land for assembly areas.
- **RESULT**: County land designated for assembly areas (designated places for evacuees and survival equipment in the event of a tsunami)
- **ESTIMATED COMPLETION:** JUNE 2026

Impacts of Sea Level Rise on Public Infrastructure

- **ACTION**: Work in partnership with the City of Cannon Beach, Fort Stevens State Park, the Department of Land Conservation and Development, and a NOAA Coastal Management Fellow to develop a plan for sea level adaptation.
- **RESULT**: Plan for unincorporated Clatsop County
- **ESTIMATED COMPLETION**: MAY 2024

Water Quality & Quantity Monitoring

- **ACTION**: Continue engaging with local watershed councils and identify how to support their work.
- **RESULT**: Plan for support
- **ESTIMATED COMPLETION**: DECEMBER 2024

FY 2023-24 PRIORITIES TIER 3

FOCUS AREAS
- Governance
- Infrastructure
- Economic Development
- Environmental Quality
- Social Services

Management of Septage

- **ACTION**: Collaborate with cities and haulers to identify a pathway for local acceptance of septage. Work with the regional Community Action Team to disburse septage assistance grants.
- **RESULT**
  - Develop a strategy for local acceptance of septage
  - Identify grant recipients
- **ESTIMATED COMPLETION:** JUNE 2025

Behavioral Health Crisis Stabilization Plan

- **ACTION:** Facilitate/coordinate round table discussions with community providers about next steps for expanding the County's behavioral health crisis stabilization capacity.
- **RESULT**: Strategy for next steps
- **ESTIMATED COMPLETION:** JUNE 2025

Board of Commissioners
Clatsop County

AGENDA ITEM SUMMARY

August 23, 2023

Agenda Title:	World Suicide Prevention Day Proclamation
Category:	Proclamation
Presented By:	Allison Whisenhunt, Columbia Memorial Hospital, Director of Behavioral Health and Care Management

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Issue Before the Commission:

Proclaiming September 10th 2023 as World Suicide Prevention Day

Informational Summary:

Across the world, approximately 1 million people die by suicide every year. Suicide is a major preventable cause of premature death which is influenced by psycho-social, cultural and environmental risk factors that can be prevented through worldwide responses that address these main risk factors. There is strong evidence indicating that adequate prevention can reduce suicide rates.

World Suicide Prevention Day, which first started in 2003, is annually held on September 10 each year as an International Association for Suicide Prevention (IASP) initiative." (co-sponsored by WHO).

In Oregon, 889 individuals died by suicide in 2021, and with each death they left behind a grieving community of family and friends; and

World Suicide Prevention Day aims to:

- Raise awareness that suicide is preventable
- Improve education about suicide
- Spread information about suicide awareness
- Decrease stigmatization regarding suicide

If you or someone you know is thinking about suicide or experiencing a mental health crisis, don't wait. Act.

Call or text 988 or use the hotline's live chat for 24/7 confidential support. Para ayuda en español, llame al 988.

National Veterans Crisis Line:

Call 988 then press 1, text 838255, or use the hotline's live chat for 24/7 confidential support. Para ayuda en español, llame al 988.

**If you believe the situation is an emergency, immediately call 911.

Fiscal Impact: None.

Requested Action:

Approve the Resolution & Order proclaiming September 10th 2023 to be World Suicide Prevention Day and authorize the Chair to sign, then read the Proclamation

Attachment List

A. Resolution and Order

THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF PROCLAIMING	**)**	
SEPTEMBER 10, 2023 TO BE	**)**	**RESOLUTION AND ORDER**
WORLD SUICIDE PREVENTION DAY)		

WHEREAS, suicide is a leading cause of death in the United States, responsible for more than 48,000 deaths in 2021; and

WHEREAS, suicide rates in 2021 were 36% higher than in 2000; and

WHEREAS, men were 4 times as likely to died by suicide than woman; and

WHEREAS, suicide was among the top 9 leading causes of death for people ages 10-64 and the second leading cause of death for people ages 10-14 and 20-34; and

WHEREAS, suicide is a serious public health problem that can have long-lasting effects on individuals, families, and communities.

WHEREAS, 889 Oregonians died by suicide in 2021, and with each death they left behind a grieving community of family and friends; and

WHEREAS, everyone can help prevent suicide by learning the warning signs, promoting prevention and resilience, and a committing to social change; and

WHEREAS, the 988 Suicide and Crisis Lifeline is available and free for talk or text if you are having mental health-related distress or are worried about a loved one who may need crisis support; and

NOW, THEREFORE. BE IT HEREBY RESOLVED that Clatsop County Board of Commissioners does hereby proclaim Sunday, September 10, 2023 as

"**WORLD SUICIDE PREVENTION DAY**"

in Clatsop County and invites all community members to join in this day of observance by raising awareness, reducing stigma around suicide, and encouraging well-informed action.

DATED this 23rd day of August, 2023.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Board of Commissioners
Clatsop County

AGENDA ITEM SUMMARY

August 23, 2023

Agenda Title: National Preparedness Month Proclamation

Category: Proclamation

Presented By: Justin Gibbs, Emergency Management Director

Issue Before the Commission: Proclaiming September 2023 as National Preparedness Month.

Informational Summary: National Preparedness Month was originally created by the Federal Emergency Management Agency's (FEMA) Ready Campaign in response to the tragic events of 9/11 in order to educate the public on how to prepare for emergencies. It has become a nationwide, coordinated effort sponsored by the U.S. Department of Homeland Security each September to encourage Americans to prepare for emergencies in their homes, businesses and schools.

This September marks the 22st anniversary of the 9/11 attacks, and the 2023 National Preparedness Month campaign will focus on preparing older adults for disaster, specifically older adults from communities that are disproportionally impacted by the all-hazard events, which continue to threaten the nation.

Emergency preparedness is the responsibility of every citizen of Clatsop County. It takes a team effort to ensure that we are ready for any disaster. The Ready Campaign and Clatsop County encourage everyone to participate in preparedness activities and to get their families, businesses, neighborhoods, and communities prepared. Clatsop County, along with other community partners will host a county-wide Readiness Fair on Saturday, September 30th from 11:00 am – 2:00 pm at Warrior Hall, Camp Rilea.

Fiscal Impact: None.

Requested Action:

Approve Resolution and Order proclaiming September 2023 as National Preparedness Month and authorize the Chair to read, then sign the proclamation.

Attachment List

A. Resolution and Order

THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF PROCLAIMING	**)**	
SEPTEMBER 2023 TO BE	**)**	**RESOLUTION AND ORDER**
NATIONAL PREPAREDNESS MONTH	**)**	

WHEREAS, The Federal Emergency Management Agency (FEMA) announced the 2023 National Preparedness Month theme "Preparing for Older Adults" and this campaign creates an opportunity for Clatsop County residents to join citizens from across the United States in preparing for any type of emergency; and

WHEREAS, the best way to improve community resiliency from disasters is for individuals to proactively take responsibility for preparing their families and communities, as preparedness significantly increases the chance of survival and return to normalcy following a disaster; and

WHEREAS, Clatsop County Emergency Management partners with federal, state, local, tribal, territorial, private, and volunteer agencies to educate individuals on local hazards, how to prepare for them; and

WHEREAS, Clatsop County Emergency Management encourages individuals to take action, through public education events like Get Ready Clatsop County, and volunteer programs, such as Community Emergency Response Teams (CERT) and the Auxiliary Communications Service (AuxComm);

NOW, THEREFORE, BE IT HEREBY RESOLVED that Clatsop County Board of Commissioners does hereby proclaim September 2023 as

"NATIONAL PREPAREDNESS MONTH"

in Clatsop County and encourages the community to observe this September 2023.

DATED this 23rd day of August, 2023.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

_____
Mark Kujala, Board Chair

Board of Commissioners
Clatsop County

AGENDA ITEM SUMMARY

August 23, 2023

Agenda Title:	Edge Line Rumble Strips
Category:	Consent Calendar
Presented By:	Terry Hendryx, Interim Public Works Director

Issue Before the Commission:	To enter into a contract with Hicks Striping & Curbing, LLC to create edge line rumble strips between Milepost 7.6 and 13.0 on Lewis & Clark Road.
Informational Summary:	In May of 2017, Clatsop County signed an Intergovenmental Agreement to receive money from the State of Oregon for safety enhancements between milepost 7.6 and 13.0 on Lewis & Clark Road. This agreement has a ten-year sunset on the State funded project. Public Works put out an RFQ for placing edge line rumble strips between the mentioned mileposts. We received two quotes for that work, one from Hicks Striping & Curbing, LLC for $34,645 and the other from Specialized Pavement Markings, LLC for $104,160.
Fiscal Impact:	Initial outlay of $34,645 to be reimbursed by the State as per Contract and Agreement No. 31936, previous signed by the County Manager and ODOT Region 2 Manager.

Requested Action: Authorize County Manager to sign contract with Hicks Striping & Curbing, LLC for the sum not to exceed $34,645.

Attachment List

A. Contract
B. Exhibit A
C. Certificate of Insurance

CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No. C 8505

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County ("County") and Hicks Striping & Curbing, LLC ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed $34,645 to be paid to Contractor by County, Contractor agrees to perform between date of execution and October 18, 2023, inclusive, the following specific personal and/or professional services:

Creating edge line rumble strips on Lewis & Clark County Road between Mileposts 7.6 and 13.0, as per the Project Specifications in the attached Request for Quotes and labeled as Exhibit A

Payment Terms: Payment within 30 days of receipt of invoice and approval of work.

1. **COMPLETE AGREEMENT**. This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
2. **WRITTEN NOTICE**. Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
3. **GOVERNING LAW/VENUE**. This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
4. **COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
   a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
   b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
   c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
   d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;.
   e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under

ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.

f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.

g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

5. **JUDICIAL RULINGS.** If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

6. **INDEPENDENT CONTRACTOR.** Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.

7. **INDEMNIFICATION.** Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. **INSURANCE.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of $600,000 for property damage and minimum of $700,000 per person for bodily injury and no less than $1,400,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured.** A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

_____

_____(approved by County Counsel)_____(Contractor's Initials)_____

9. **WORKER'S COMPENSATION.** Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of $100,000.

10. **NONDISCRIMINATION.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.

11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated under the following conditions:

a. By written mutual agreement of both parties. Termination under this provision may be immediate.

b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.

c. Immediately on breach of the contract.

Upon termination of this agreement, Contractor shall be entitled to receive full payment for all services satisfactorily rendered up to the date of termination.

12. **SUBCONTRACTING/NONASSIGNMENT.** No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.

13. **SURVIVAL.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

14. FUNDING. In the event the Board of Commissioners of County reduces, changes, eliminates, or Otherwise modifies the funding for any services identified, Contractor agrees to abide by any such decision including termination of service.

15. STANDARD OF SERVICES AND WARRANTY. Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

16. COUNTY PRIORITIES. Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.

18. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor's fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.

This Agreement will not be effective until approved by the authorized signatory for County.

FOR COUNTY:

Signature Date

Title

FOR CONTRACTOR:

Signature Date 8/03/23

General Manager
Title

PO BOX 9127
Address

Brooks OR 97305
City State Zip

Exhibit A

Clatsop County
Public Works

1100 Olney Ave.
Astoria, OR 97103
(503) 325-8631 phone
(503) 325-9312 fax
www.clatsopcounty.gov

Request for Quotes for Edge Line Rumble Strips

PROPOSED WORK:

Clatsop County Public Works is requesting quotes for installing rumble strips along the edge of both travel lanes from Milepost 7.6 to 13.0 on Lewis & Clark Road. Plans and specifications area available on the County website at http://www.clatsopcounty.gov, see Jobs & Bids/RFPs., and a copy is available for review at 1100 Olney Ave, Astoria, Or 97103, (503) 325-8631. Contractor shall furnish all labor, materials and equipment. Contractor must be licensed and bonded. It is recommended the potential contractor visit the site prior to submitting a quote. Selected Contractor will be required to sign a contract with the County and will need to provide proof of insurance with Clatsop County named as the additional insured.

- The work includes utilizing the "GAP PATTERN".
- There is only one major intersection within the work area at Milepost 10.84 and one public road at Milepost 12.73.
- Anticipated award date is August 23th, 2023
- Project completion date October 18, 2023

Quotes will be accepted at 1100 Olney Avenue, Astoria, Oregon, until 2:00 p.m. on July 26, 2023. Quotes can be submitted either through hard copy (mail, parcel post), or electronically submitted to roads@clatsopcounty.gov. No faxed quotes will be accepted.
Contact Terry Hendryx, Interim Public Works Director at thendryx@clatsopcounty.gov with any additional questions.

SPECIFICATIONS:

The work herein shall be performed in accordance with the requirements of the following separate documents:

Oregon Department of Transportation, Standard Specifications For Construction, Edition 2021

Oregon Department of Transportation, Technical Service Details, Standard Detail No. DET4555, RURUAL HIGHWAY EDGE LINE RUMBLE STRIPS

GENERAL TRAFFIC CONTROL INFORMATION:

During work periods, the contractor shall maintain one lane of traffic along the construction route. The project traffic control shall be constructed in accordance with Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD) 2009 Edition.

Maximum lane closure length permitted is one mile unless a pilot car is utilized. All flaggers and pilot car if utilized, must have the ability to be in constant communication for directing traffic.

All construction activities excluding traffic control shall be done during the hours of 7AM to 6PM Monday through Friday. Both lanes shall be reopened at the end of the day with no restrictions.

Contractor shall notify the Engineer at least two weeks in advance of any proposed closures.

Weekend and Holiday Periods:

No closures will be allowed during weekends or recognized holidays. Weekends are defined as from 6:00PM on Friday through 6:00AM of the following Monday. A "holiday weekend" is defined as the period between the weekday before a holiday and the weekday after the holiday.

Recognized holiday for 2023 are:

- Labor Day September 4, 2023

Rec'd 7/25/23
TH

Quote for Edge Line Rumble Strips

Total Lump Sum Price : $ 34,645

Company: Hicks Striping & Curbing, LLC

Address: PO Box 9127, Brooks, OR, 97305

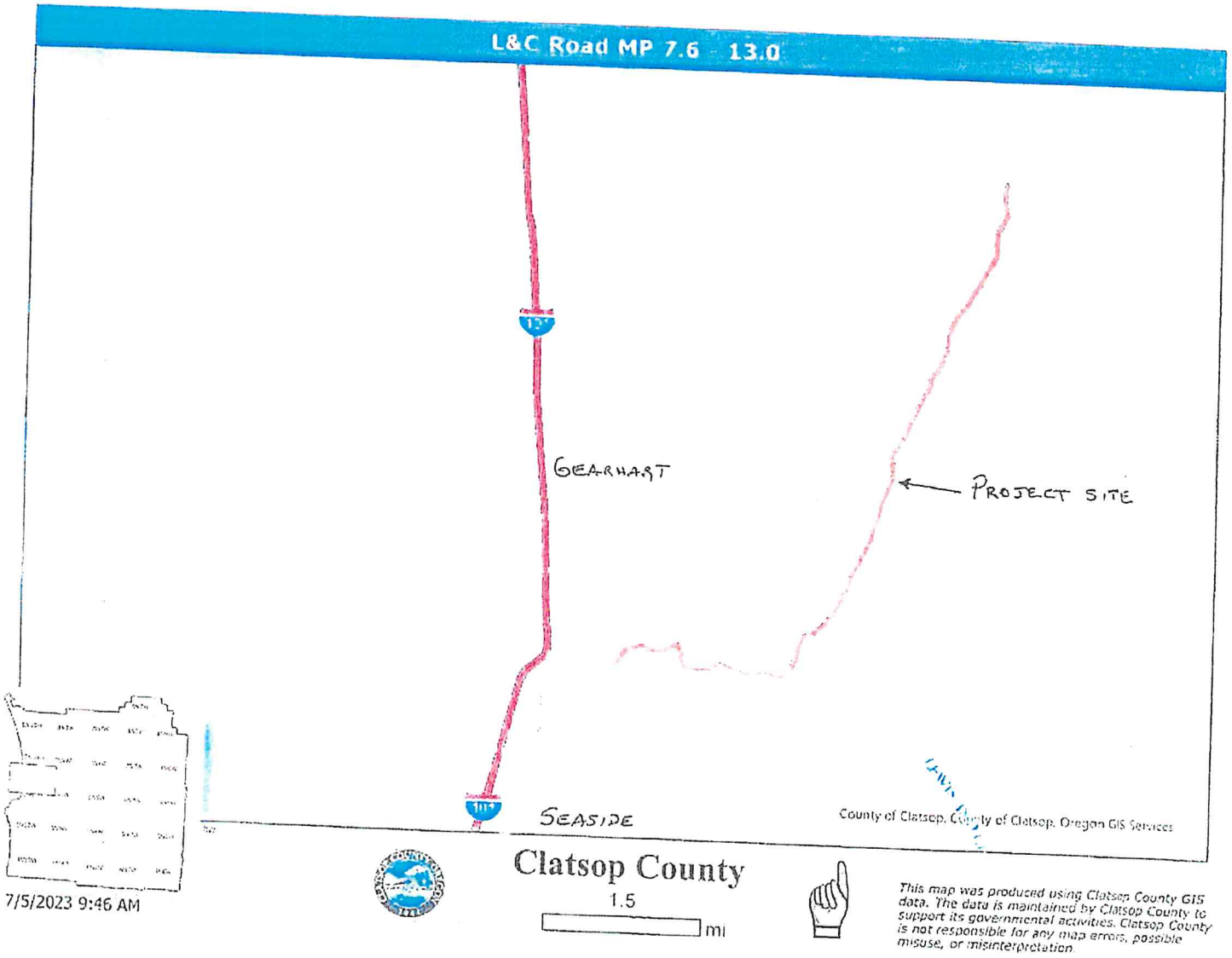
Phone: 503.364-4577

By: Ron Hicks (Printed Name)

By: Ron Hicks (Signature) Title: General Manager

Email Address: ron@hicksstriping.com

CCB#: 240403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This map was produced using Clatsop County GIS data. The data is maintained by Clatsop County to support its governmental activities. Clatsop County is not responsible for any map errors, possible misuse, or misinterpretation.

Board of Commissioners
Clatsop County

AGENDA ITEM SUMMARY

August 23, 2023

Agenda Title:	Oregon Business Development Department (OBDD) - Special Public Works Fund Planning Project & Strategic Reserve Fund Grant Agreements
Category:	Consent Calendar
Presented By:	Monica Steele, Assistant County Manager

Issue Before the Commission:	Approve the grant agreements with OBDD for a Special Public Works Fund Planning Project grant and a Strategic Reserve Fund grant.
Informational Summary:	Staff submitted a grant application to Oregon Business Development Department (OBDD) for an Industrial Lands Technical Assistance Grant for the North Coast Business Park (NCBP). The purpose of the grant application was to help offset some of the potential development costs around site readiness and infrastructure planning, specifically associated with wetland mitigation. The grant application was for $100,00 and the County was awarded a total of $100,000 from two separate funding streams each in the amount of $50,000. The funds will be dispersed by OBDD to the County on a reimbursement basis. County staff will work with Atlin Investments Inc., who the County is currently entered into a purchase sale agreement with for the NCBP, to complete industrial site readiness planning activities, including but not limited to infrastructure improvements and wetland mitigation.
Fiscal Impact:	Atlin Investments Inc. will be incurring these expenses and the County will reimburse Atlin with these grant funds up to $100,000 through the Industrial Revolving Fund.

Requested Action:

Authorize the Chair to sign the Special Public Works Fund Planning Project financing contract for $50,000 and the Strategic Reserve Fund grant agreement for $50,000.

Attachment List

A. Special Public Works Fund Planning Project Financing Contract
B. Strategic Reserve Fund Grant Agreement

STRATEGIC RESERVE FUND
GRANT AGREEMENT

Project Name: North Coast Industrial Park Site Readiness and Infrastructure Planning

Project Number: 21-23-715-B

Recipient: Clatsop County

This grant agreement ("Contract"), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Oregon Business Development Department ("OBDD"), and Clatsop County ("Recipient") for financing the project referred to above and described in Exhibit A ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law.

This Contract includes Exhibit A - Contact Information, Project Description, and Project Budget.

Pursuant to ORS 285B.266 (the "Act") and OAR Ch. 123, Div. 090, OBDD is authorized to enter into grant agreements and make grants from the Strategic Reserve Fund.

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

Costs of the Project: $14,566,000.

Grant Amount: $50,000.

Project Completion Deadline: 31 August 2024

Project Close-Out Deadline: 90 days after the earlier of the actual Project completion or the Project Completion Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

Conditions to Closing. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:

(1) This Contract duly signed by an authorized officer of Recipient; and

(2) Such other certificates, documents, opinions and information as OBDD may reasonably require.

SECTION 3 - DISBURSEMENT

A. Reimbursement Basis. The Grant will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Grant on an OBDD-provided or OBDD-approved disbursement request form.

B. Financing Availability. The OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminate on the Project Close-Out Deadline.

C. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:

(1) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Strategic Reserve Fund and any implementing administrative rules and policies.

(2) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.

(3) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.

(4) The OBDD has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within OBDD's biennial appropriation or limitation. Notwithstanding the preceding sentence, payment of funds by OBDD is contingent on OBDD receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OBDD, in the exercise of its reasonable administrative discretion, to continue to make payments in accordance with the terms of this Agreement, and notwithstanding anything in the Agreement, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, OBDD has no further obligation to disburse funds to Recipient.

(5) There is no Event of Default.

(6) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 4 - USE OF GRANT

The Recipient shall use the Grant only for the activities and budget described in Exhibit A. The Grant cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project. The Recipient may not use the Grant to cover costs scheduled to be paid for by other financing for the Project from another State of Oregon agency or any third party, nor to reimburse any person or entity for expenditures made or expenses incurred prior to the execution of this Agreement or to retire any debt.

Any Grant money disbursed to Recipient, or any interest earned by Recipient on the Grant money, that is not used according to this Contract or that remains after the Project is completed or this Contract is terminated shall be immediately returned to OBDD, unless otherwise directed by OBDD.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section 1.

B. Organization and Authority.

(1) The Recipient is a municipality, validly organized and existing under the laws of the State of Oregon.

(2) The Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.

(3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.

(4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.

C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.

D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

E. Tax Compliance. Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Department of Revenue under ORS 305.620.

F. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, including land use or zoning, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the undertaking and completion of the Project.

SECTION 6 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.

B. Public Notification. Recipient will reasonably acknowledge in some public fashion, such as in public statements, that the Project was funded in part with Oregon State Lottery funds administered by Business Oregon. OBDD may provide signs and marketing material.

C. Compliance with Laws. Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.

D. Financial Records. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until six years after the Project Close-

Out Deadline or the date that all disputes, if any, arising under this Contract have been resolved, whichever is later.

E. Inspection. The Recipient shall permit OBDD, and any party designated by OBDD, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the Project. The Recipient shall supply any Project-related information as OBDD may reasonably require.

F. Economic Benefit Data. The OBDD may reasonably require Recipient to submit, within the time specified by OBDD, specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, until six years after the Project Close-Out Deadline.

G. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

H. Contributory Liability and Contractor Indemnification.

(1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either 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. The foregoing provisions are conditions precedent for either party's liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties 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 in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties 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. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

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

by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

I. Disadvantaged and Emerging Small Business. ORS 200.090 states public policy is to "aggressively pursue a policy of providing opportunities for available contracts to emerging small businesses." OBDD encourages Recipient, in its contracting activities, to follow good faith efforts described in ORS 200.045. The Governor's Policy Advisor for Economic & Business Equity provides additional resources and the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz.

J. Continued Tax Compliance. Recipient shall, throughout the duration of this Contract, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state.

SECTION 7 - DEFAULT

Any of the following constitutes an "Event of Default":

A. Misleading Statement. Any material false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project.

B. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 8 - REMEDIES

Upon the occurrence of an Event of Default, OBDD may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of OBDD's obligations to make the Grant or further disbursements, return of all or a portion of the Grant amount, payment of interest earned on the Grant amount, and declaration of ineligibility for the receipt of future awards from OBDD. If, as a result of an Event of Default, OBDD demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon OBDD's demand. OBDD may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. OBDD reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 9 - TERMINATION

OBDD may terminate this Contract with notice to Recipient under any of the following circumstances:

A. The Oregon Department of Administrative Services notifies OBDD of an anticipated shortfall in Oregon State Lottery revenues.

B. OBDD fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OBDD, in its reasonable discretion, to continue making payments under this Contract.

C. The program used to fund this Contract fails to receive sufficient funding to make payments under this Contract.

D. There is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Contract is no longer eligible for funding.

SECTION 10 - MISCELLANEOUS

A. No Implied Waiver. No failure or delay on the part of OBDD to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

   Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

   Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

   Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's

confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.

F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OBDD.

G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

H. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

I. No Third Party Beneficiaries. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

J. Survival. All provisions of this Contract that by their terms are intended to survive shall survive termination of this Contract.

K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.

L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to OBDD by its attorneys.

M. Promotional Use of Recipient Information. Recipient agrees that OBDD may use Recipient and information provided to the OBDD by Recipient in the promotion of OBDD's programs and services. The following typifies, but does not limit, the information OBDD may use in its promotion(s): business name; private lender name; general description of the Project; total Project cost; amount of the Grant; projected number of jobs created / retained as a result of the Project.

N. Public Records. OBDD's obligations under this Contract are subject to the Oregon Public Records Laws.

SIGNATURES TO FOLLOW BELOW

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through its
Oregon Business Development Department

CLATSOP COUNTY

By: _____
Melisa Drugge, Business Services Director

By: _____
Mark Kujala, County Commissioner

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A - CONTACT INFORMATION, PROJECT DESCRIPTION AND PROJECT BUDGET

OBDD

State of Oregon, acting by and through its
Oregon Business Development Department,
775 Summer Street NE Suite 200
Salem, OR 97301-1280

Contract Administrator: Becky Bryant

Telephone: 541-297-3682

Email: becky.a.bryant@biz.oregon.gov

Recipient

Clatsop County

800 Exchange Street, Suite 410
Astoria, OR 97103

Contact: Monica Steele

Telephone: 503-325-1000

Email: msteele@clatsopcounty.gov

Project Description:

Recipient shall, with the assistance of licensed consultants, complete industrial site readiness planning activities, including but not limited to infrastructure improvements, and wetland mitigation for the North Coast Industrial Park.

Project Budget:

Line Item Activity	OBDD Strategic Reserve Fund 21-23-715-B	OBDD Special Public Works Fund A23012	Other / Matching Funds
Site Readiness/Infrastructure Planning	*$50,000*	$50,000	$14,466,000
Total	*$50,000*	$50,000	$14,466,000

The Project will be completed no later than the Project Completion Deadline.

SPECIAL PUBLIC WORKS FUND PLANNING PROJECT
FINANCING CONTRACT

Project Name: North Coast Industrial Park Site Readiness and Infrastructure Planning

Project Number: A23012

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD"), and Clatsop County ("Recipient") for financing of the project referred to above and described in Exhibit B ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Project Description
Exhibit C	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means $14,566,000.

"Grant Amount" means $50,000.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 31 August 2024.

SECTION 2 - FINANCIAL ASSISTANCE

Commitment. The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project as a grant in an aggregate amount not to exceed the Grant Amount (the "Grant").

SECTION 3 - DISBURSEMENTS

A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").

B. Financing Availability. The OBDD's obligation to make and Recipient's right to request disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:

(1) This Contract duly signed by an authorized officer of Recipient.

(2) Such other certificates, documents, opinions and information as OBDD may reasonably require.

B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:

(1) There is no Event of Default.

(2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.

(3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

(4) Reserved

(5) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.

(6) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.

(7) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit B and according to the budget in Exhibit C. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.

B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act, and Oregon law as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit B.

C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.

B. Organization and Authority.

(1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.

(2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.

(3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.

C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.

D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

E. No Events of Default.

(1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract.

(2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.

B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract and the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:

(1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.

(2) OAR 123-042-0165 (5) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. The Recipient shall:

(1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.

(2) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.

(3) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.

(4) No later than the Project Closeout Deadline, Recipient must deliver to OBDD an electronic copy of the final report.

D. Industrial Lands. The land involved in this Project must remain zoned industrial and not be converted to another use for at least 5 years after the completion of the Project. If this condition is not met, the Grant must be immediately repaid, unless otherwise allowed by OBDD and agreed in writing by OBDD and Recipient.

E. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require.

F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

G. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.

H. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and

emerging small businesses..." The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor's Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz.

I. Professional Responsibility. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.

J. Notice of Events of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

K. Contributory Liability and Contractor Indemnification.

(1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either 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. The foregoing provisions are conditions precedent for either party's liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties 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 in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties 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. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

(2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

L. Exclusion of Interest from Federal Gross Income and Compliance with Code.

(1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.

(2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be "disproportionate related business use" or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.

(3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(4) The Recipient shall not cause any Lottery Bonds to be treated as "federally guaranteed" for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as "federally guaranteed" if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.

(5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.

(6) Upon OBDD's request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.

(7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the Project, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.

(8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Grant.

SECTION 8 - DEFAULTS

Any of the following constitutes an "Event of Default":

A. Any false or misleading representation is made by or on behalf of Recipient in this Contract or in any document provided by Recipient related to the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.

B. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;

(2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;

(3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;

(4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or

(5) The Recipient takes any action for the purpose of effecting any of the above.

C. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through B of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:

(1) Terminating OBDD's commitment and obligation to make the Grant or disbursements under the Contract.

(2) Barring Recipient from applying for future awards.

(3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449.

(4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.

B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; and last, to pay any other amounts due and payable under this Contract.

C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.

D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 10 - MISCELLANEOUS

A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract.

B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.

(1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.

(2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.

(3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.

(4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.

(5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

(1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.

(2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem, OR 97301-1280

If to Recipient: Assistant County Manager
Clatsop County
800 Exchange Street, Suite 410
Astoria, OR 97103

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract,

including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority of
the Oregon Business Development Department

CLATSOP COUNTY

By: _____
Melisa Drugge, Business Services Director

By: _____
Mark Kujala, County Commissioner

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

"Act" means ORS 285B.410 through 285B.482, as amended.

"Award" means the award of financial assistance to Recipient by OBDD dated 08 June 2023.

"C.F.R." means the Code of Federal Regulations.

"Code" means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

"Costs of the Project" means Recipient's actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

"Counsel" means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

"Financing Proceeds" means the proceeds of the Grant.

"Lottery Bonds" means any bonds issued by the State of Oregon that are special obligations of the State of Oregon payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Grant.

"Municipality" means any entity described in ORS 285B.410(9).

"ORS" means the Oregon Revised Statutes.

"Project Completion Date" means the date on which Recipient completes the Project.

EXHIBIT B - PROJECT DESCRIPTION

Recipient shall, with the assistance of licensed consultants, complete industrial site readiness planning activities, including but not limited to infrastructure improvements and wetland mitigation for the North Coast Industrial Park.

EXHIBIT C - PROJECT BUDGET

Line Item Activity	OBDD Special Public Works Fund A23012	OBDD Strategic Reserve Fund 21-23-715-B	Other / Matching Funds
Site Readiness/Infrastructure Planning	$50,000	$50,000	$14,466,000
Total	$50,000	$50,000	$14,466,000

Board of Commissioners
Clatsop County

AGENDA ITEM SUMMARY

August 23, 2023

Agenda Title:	Oregon Department of Transportation Humbug Creek Bridge Repair / Temporary Noise Exception
Category:	Consent Calendar
Presented By:	David Cook, Community Development Planner

Issue Before the Commission:

Consider a request by the Oregon Department of Transportation to perform maintenance and a bridge replacement on State Highway 26 at Humbug Creek Bridge between the hours of 10:00 p.m. and 7:00 a.m. over various work stages starting June 2024, and ending October 2024.

Informational Summary:

Caroline Crisp, applicant on behalf of the Oregon Department of Transportation, has submitted an application to perform maintenance on Highway 26 and replace the existing Humbug Creek Bridge.

In conjunction with the above application, the applicant has also submitted a request for a variance from the County's Noise Ordinance under the County Code of Regulations Chapter 8.12. The request is to perform the maintenance and bridge replacement activities per the following schedule:

- *June, 2024:*
  - *Stages I & II: Five consecutive days each. Each stage must begin on a Monday morning at 6:00 a.m. and end by 12:00 p.m. Friday afternoon.*
- *Between September 3 and October 1, 2024:*
  - *Stage III: Eleven consecutive days. Must begin Tuesday, September 3, at 6:00 a.m. and end by Friday evening, September 13, at 7:00 p.m.*
  - *Stage IV: Thirteen consecutive days. Must begin Friday evening, September 13, at 7:00 p.m. and end by Wednesday evening, September 25, at 7:00 p.m.*

The request is to support ODOT's maintenance and bridge replacement project on Highway 26 in addition to daytime hour operations not subject to the Clatsop County Noise Ordinance. Operations may be conducted during nighttime hours in order to minimize traffic disruptions and delays along Highway 26. While ODOT does not anticipate working around-the-

clock, their request is a 'blanket' variance request to ensure they are able to complete the project within their desired timeline in the event weather or other factors delay completion of the work. ODOT is submitting this request approximately 10 months prior to their start-of-work in order to promote a more seamless project.

Chapter 8.12, *Clatsop County Code,* includes specific regulations and standards related to noise within the unincorporated areas of the county. Section 8.12.020(A) prohibits public disturbance between the hours of 10:00 p.m. and 7:00 a.m. by "loud and/or boisterous means". However, Section 8.12.020(B)(4) allows an exemption if a condition is granted by the Board of Commissioners of Clatsop County in accordance with any permit. Previous requests for exceptions to the County's noise regulations were granted in June and August 2019 and April 2021.

The area-of-work is zoned Residential Agriculture-5 (RA-5) and Agriculture-Forestry (AF). The area-of-work is approximately one acre in size and is adjacent to five tax lots (TLs #509220001403, #509220001491, #509220000500, #509220000600, and #509220000606). An aerial photo showing the proposed site layout is included in the application (**Exhibit A**). There are 10 dwellings approximately 1,000 feet from the area-of-work. Based on aerial photographs it appears that the closest dwelling would be approximately 125 feet from the area-of-work.

Fiscal Impact: None

Requested Action:

I move the Board approve the request by the Oregon Department of Transportation to perform maintenance and bridge replacement operations between the hours of 10:00 p.m. and 7:00 a.m., June 1 - October 1, 2024.

Attachment List

A. Applicant's narrative document
B. Clatsop County Code of Regulations Chapter 8.12

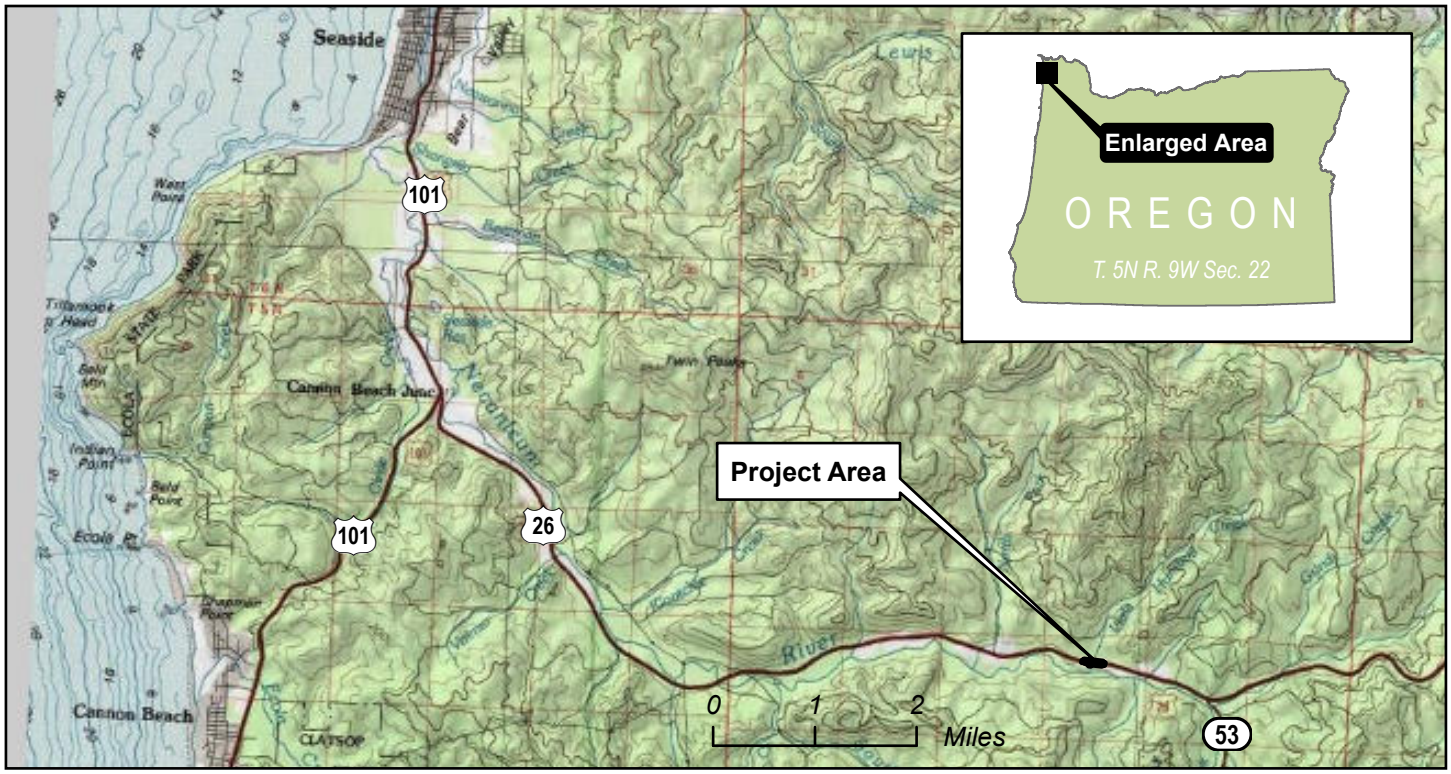
ATTACHMENT A

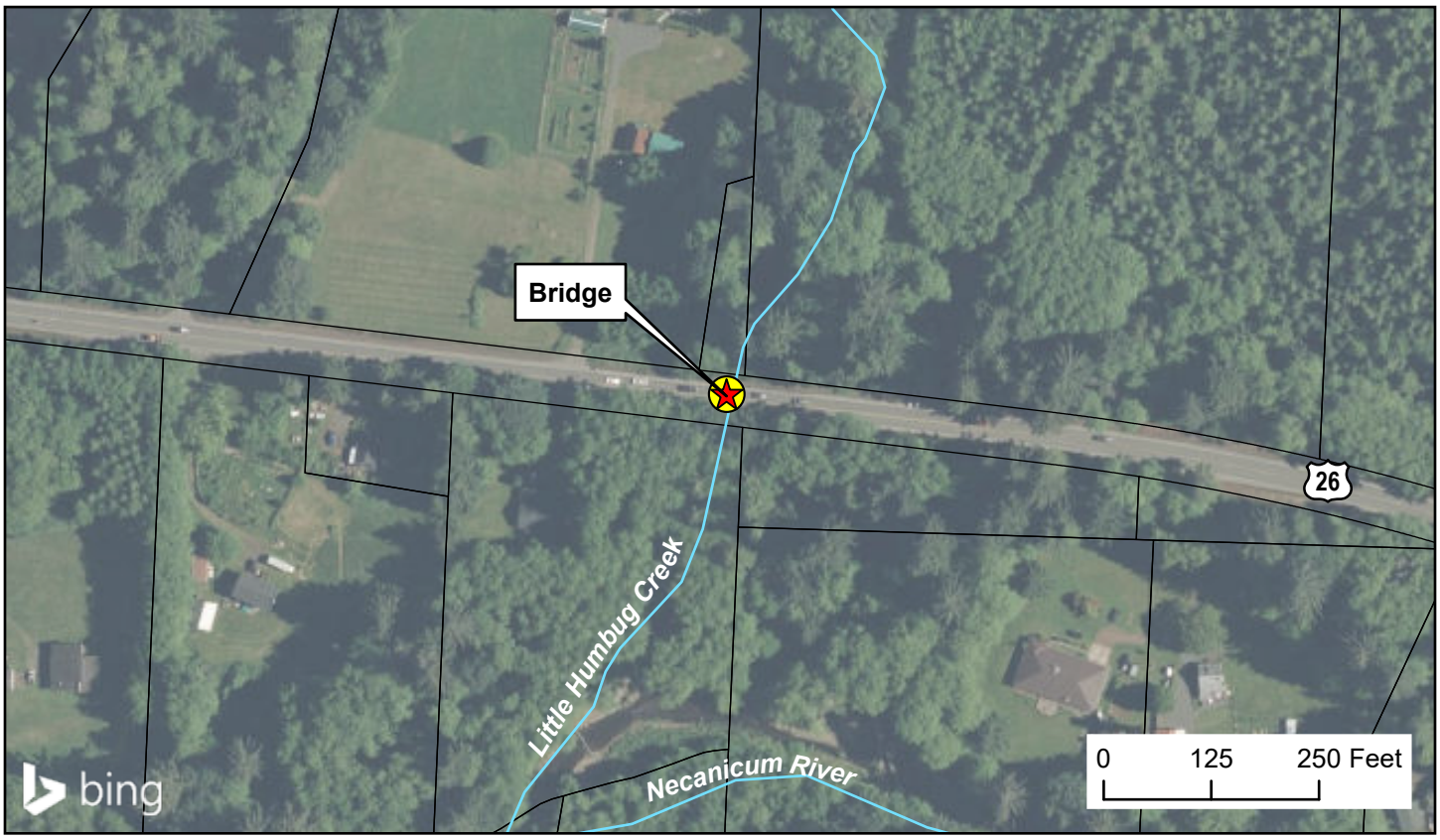
Noise ordinance exemption request as part of a complete Development Permit application. Due to the nature of this project and timeline a noise ordinance exemption is needed.

ODOT and David Evans and Associates are requesting a noise ordinance exemption for work activities that could involve overnight work:

Prior to June 27, 2024:
Stages I and II: Five consecutive days each. Each stage must begin on a Monday morning at 6:00 a.m. and end by 12:00 p.m. Friday afternoon.
Between September 3 and October 23, 2024:
Stage III: Eleven consecutive days. Must begin Tuesday, September 3, at 6:00 a.m. and end by Friday evening, September 13, at 7:00 p.m.
Stage IV: Thirteen consecutive days. Must begin Friday evening, September 13, at 7:00 p.m. and end by Wednesday evening, September 25, at 7:00 p.m.

ATTACHMENT A





US26: Little Humbug Creek Bridge Project

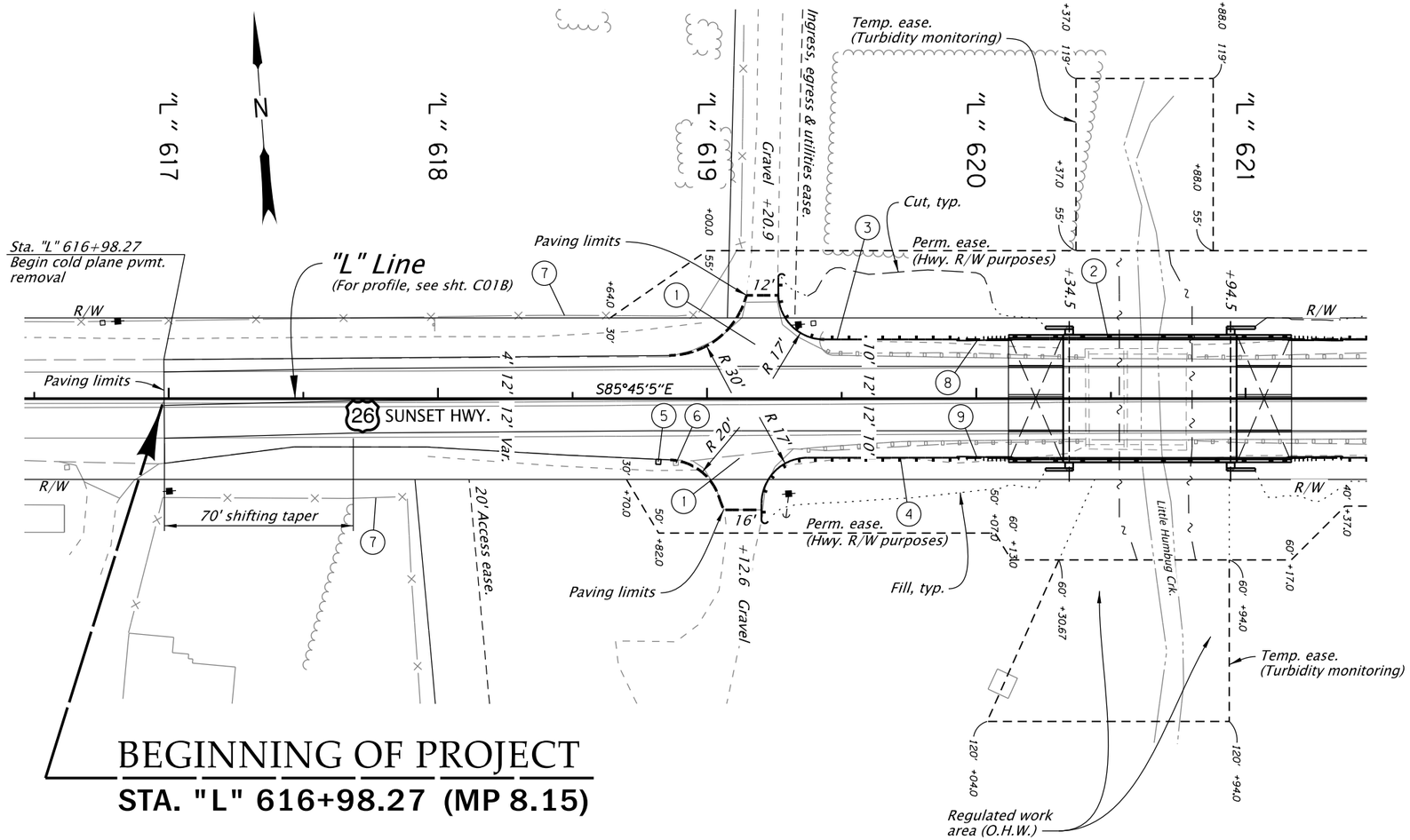
Figure 1
Vicinity

STRUCTURAL DETAILS CHECKED _____.

ATTACHMENT A

??V-???

Sec. 22, T.5N, R.9W, W.M.



1. Const. appr. - 2
   (See dwg. no. RD715)

2. Structure No. 24219
   Const. structure - 60'
   Rdwy. width 44' and reinf. panels at bridge ends
   (For sht. nos., see sht. A02, Bridge)

3. Sta. "L" 619+26 to Sta. "L" 620+14, Lt.
   Remove extg. guardrail - 105'
   Const. guardrail - 37.5' (Type 2A)
   Const. guardrail - 12.5' (Type 3)
   E=2'
   Const. bridge rail to guardrail transition
   Const. Weak post W-Beam radius
   (Rad.=17')
   Const. anchor (Type 1, mod.)
   Const. anchor (Type 5)
   Inst. end piece (Type B)
   (For details, see shts. BB01 & BB02)
   (See dwg. nos. BR209, RD402, RD403, RD407, RD416, RD417, RD442, RD450 & RD451)

4. Sta. "L" 619+22 to Sta. "L" 620+14, Rt.
   Remove extg. guardrail - 107'
   Const. guardrail - 43.75' (Type 2A)
   Const. guardrail - 12.5' (Type 3)
   E=2'
   Const. bridge rail to guardrail transition
   Const. Weak post W-Beam radius
   (Rad.=17')
   Const. anchor (Type 1, mod.)
   Const. anchor (Type 5)
   Inst. end piece (Type B)
   (For details, see sht. BB01 & BB02)

5. Inst. multiple mailbox support
   Reinst. extg. mailboxes/paper boxes - 4
   Const. conc. collar
   (See dwg. nos. RD100 & RD101)

6. Remove multiple mailbox support
   Remove & save mailboxes/paper boxes - 4

7. Maintain & protect fence

8. Sta. "L" 619+96.5 to Sta. "L" 620+11.9, 22' Lt.
   Const. PCC drainage curb - 15.5'
   E=4"
   (See dwg. no. RD701)

9. Sta. "L" 619+96.9 to Sta. "L" 620+11.9, 22' Rt.
   Const. PCC drainage curb - 15'
   E=4"

ADVANCE COPY
SUBJECT TO CHANGE

DAVID EVANS AND ASSOCIATES INC.
5121 Skyline Village Loop S., Suite 200
Salem Oregon 97306
Phone: 503.361.8655

OREGON DEPARTMENT OF TRANSPORTATION

US26: LITTLE HUMBUG CREEK BRIDGE PROJECT
SUNSET HIGHWAY
CLATSOP COUNTY

Designer: Ryan Berger
Reviewer: Terry Wheeler
Drafter: Ryan Berger
Checker: Paul Tappana

GENERAL CONSTRUCTION

SHEET NO.

_01.dgn :: Default 2/2/2023 7:41:22 PM Djal

FINAL ELECTRONIC DOCUMENT
AVAILABLE UPON REQUEST

Rotation: 355.7514°

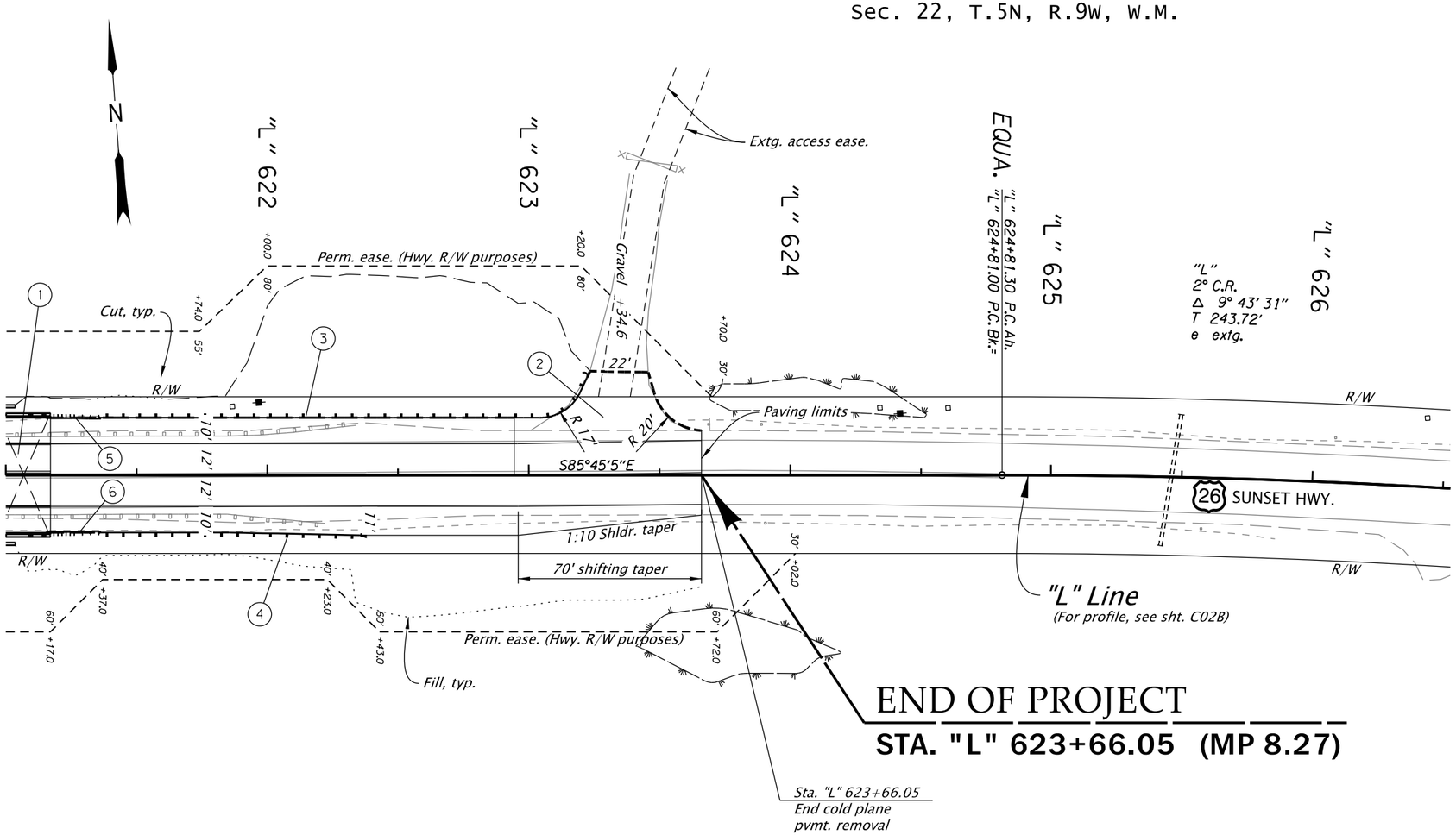
0'

STRUCTURAL DETAILS CHECKED _____.

ATTACHMENT A

Sec. 22, T.5N, R.9W, W.M.

??V-???



1. See sht. C01, note 2
   Structure No. 24219
   Const. structure

2. Const. appr.

3. Sta. "L" 621+17 to Sta. "L" 623+20, Lt.
   Remove extg. guardrail - 158'
   Const. guardrail - 156.25' (Type 2A)
   Const. guardrail - 12.5' (Type 3)
   E=2'
   Const. bridge rail to guardrail transition
   Const. Weak post W-Beam radius
   (Rad.=17')
   Const. anchor (Type 1, mod.)
   Const. anchor (Type 5)
   Inst. end piece (Type B)
   (For details, see sht. BB01 & BB02)

4. Sta. "L" 621+17 to Sta. "L" 622+34, Rt.
   Remove extg. guardrail - 146'
   Const. guardrail - 37.5' (Type 2A)
   Const. guardrail - 12.5' (Type 3)
   W=1', E=2'
   Const. bridge rail to guardrail transition
   Const. guardrail terminal, non-flared
   Test level 3
   (See dwg. nos. RD419 & RD420)

5. Sta. "L" 621+17.1 to Sta. "L" 622+94.4, 22' Lt.
   Const. PCC drainage curb - 177'
   E=4"

6. Sta. "L" 621+17.1 to Sta. "L" 621+34.1, 22' Rt.
   Const. PCC drainage curb - 17'
   E=4"

ADVANCE COPY
SUBJECT TO CHANGE

DAVID EVANS AND ASSOCIATES INC.
5121 Skyline Village Loop S., Suite 200
Salem Oregon 97306
Phone: 503.361.8655

OREGON DEPARTMENT OF TRANSPORTATION

US26: LITTLE HUMBUG CREEK BRIDGE PROJECT
SUNSET HIGHWAY
CLATSOP COUNTY

Designer: Ryan Berger
Reviewer: Terry Wheeler
Drafter: Ryan Berger
Checker: Paul Tappana

GENERAL CONSTRUCTION

SHEET NO.

FINAL ELECTRONIC DOCUMENT
AVAILABLE UPON REQUEST

Rotation: 355.7514°

0'

Chapter 8.12

NOISE CONTROL STANDARDS

Sections:

8.12.010 Public disturbance.
8.12.020 Public disturbance between the hours of 10:00 p.m. and 7:00 a.m.
8.12.030 Penalties.
8.12.040 Enforcement.

8.12.010 Public disturbance.

A A person commits the offense of causing a public disturbance if he or she discharges a firearm, explosive or explosive device of any kind within 1,000 feet of any dwelling not owned or occupied by that person, and causes annoyance and/or alarm to the complainant.

B. Exceptions:

1. A person discharging a firearm in the lawful defense of person or property.
2. A person discharging a firearm in the course of lawful hunting.
3. A landowner and guests of the landowner discharging a firearm, when the discharge will not endanger adjacent persons or property.
4. A person discharging a firearm on a public or private shooting range, shooting gallery or other area designed and built for the purpose of target shooting.
5. A person discharging a firearm in the course of target shooting on public land that is not inside an urban growth boundary if the discharge will not endanger persons or property.
6. Persons exempted by state or federal law. (Ord. 2022-04 § 1; Ord. 01-11)

8.12.020 Public disturbance between the hours of 10:00 p.m. and 7:00 a.m.

A. A person commits the offence of causing a public disturbance if he or she disturbs the peace and tranquility of any neighborhood or person between the hours of 10:00 p.m. and 7:00 a.m. by loud and/or boisterous means, or permits a dog to habitually bark, causing annoyance to the complainant.

B. Exceptions:

1. This section does not apply to a business operated in zone AF, EFU, or F80 if the noise is reasonably necessary and in furtherance of that business.
2. Farm animals.
3. A peace officer, firefighter, or other emergency personnel and vehicles engaged in the performance of his or her duties.
4. Conditions granted by the Board of Commissioners of Clatsop County in accordance with any permit or conditional use permits.
5. Persons exempted by state or federal law.

C. Nothing herein shall prevent a police officer from acting as the complainant if the violation was observed by the police officer and the noise is likely to cause public annoyance or alarm. (Ord. 2022-04 § 1; Ord. 01-11)

8.12.030 Penalties.

A. Violations of this chapter are enforceable under Chapter 1.11 of the code.

B. In addition to the penalties prescribed in this section, the sound producing device may be seized and upon the order of the court destroyed or sold with the proceeds of the sale deposited in the Clatsop County general fund. (Ord. 2022-04 § 1; Ord. 01-11)

8.12.040 Enforcement.

It shall be the responsibility of the Clatsop County Sheriff to enforce Chapter 8.12 of this code. (Ord. 22-04 § 1)

Board of Commissioners
Clatsop County

AGENDA ITEM SUMMARY

August 23, 2023

Agenda Title:	Jewell Substation Facility Upgrade
Category:	Consent Calendar
Presented By:	Terry Hendryx, Interim Public Works Director

Issue Before the Commission:	Approval of a contract with Paramount for the purchase of a steel building package.
Informational Summary:	The Clatsop County Public Works Department is working to move seasonal equipment out of the inundation zone and wants to add a new building at the Jewell substation. This new fully enclosed building will also be utilized for storage of our snow plows and other equipment storage. The existing buildings are not large enough to house the existing equipment out of the weather. The Public Works Department put out an invitation to bid for the building package only and obtained the following three quotes: Paramount Ironworks - $188,557.00 Hicorp Steel Buildings - $200,240.82 Web Steel Buildings - $223,015.00 The site work and building installation will be put out to bid at a later time depending on available funding.
Fiscal Impact:	This facility upgrade for the Jewell site was budgeted through the Road Maintenance and Construction Buildings fund. The proposed cost is $188,557.00.

Requested Action:

Approve the contract with Paramount Ironworks for $188,557.00 and allow the County Manager to sign the contract and any amendments.

Attachment List

A. Contract with Paramount Ironworks

CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No. C8513

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County ("County") and Paramount Ironworks ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed $188,557.00 to be paid to Contractor by County, Contractor agrees to perform between date of execution and June 30, 2024, inclusive, the following specific personal and/or professional services:

Engineer, fabricate and deliver a steel building per the Purchase Order Quote identified as Attachment A and per the requirements of the Invitation to Bid identified as Attachment B.

Payment Terms: Payment of a 20% down payment to begin work with the remaining 80% payment within 30 days of receipt of invoice and approval of the delivered product.

1. COMPLETE AGREEMENT. This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.

2. WRITTEN NOTICE. Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.

3. GOVERNING LAW/VENUE. This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

4. COMPLIANCE. Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:

a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;

b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;

c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;

d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;.

e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.

f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.

g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

5. JUDICIAL RULINGS. If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

6. INDEPENDENT CONTRACTOR. Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.

7. INDEMNIFICATION. Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. INSURANCE. Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of $700,000 for property damage and minimum of $800,000 per person for bodily injury and no less than $1,600,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

_____

_____(approved by County Counsel)_____(Contractor's Initials)_____

9. WORKER'S COMPENSATION. Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of $100,000.

10. NONDISCRIMINATION. No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated under the following conditions:

a. By written mutual agreement of both parties. Termination under this provision may be immediate.

b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.

c. Immediately on breach of the contract.

12. SUBCONTRACTING/NONASSIGNMENT. No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.

13. SURVIVAL. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

14. FUNDING. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such

decision including termination of service.

15. STANDARD OF SERVICES AND WARRANTY. Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

16. COUNTY PRIORITIES. Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.

18. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor's fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.

This Agreement will not be effective until approved by the authorized signatory for County.

FOR COUNTY:

Signature Date

Printed Name

Title

FOR CONTRACTOR:

Signature 08/08/2023
Date

JORDAN ARAND
Printed Name

PRESIDENT
Title

PO BOX 245
Address

JUNCTION CITY OR 97448
City State Zip

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/21/2022

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
Premier NW Insurance
4741 Liberty Road S
Salem, OR 97302
Ryan Justus

CONTACT NAME: Misty Schlecht
PHONE (A/C, No, Ext): 971-206-8812 FAX (A/C, No): 503-371-8470
E-MAIL ADDRESS: mschlecht@premiernw.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Associated Industries Ins. Co.	
INSURER B : Acuity A Mutual Insurance Co.	14184
INSURER C : SAIF Corp	36196
INSURER D : American Zurich Insurance Co.	
INSURER E :	
INSURER F :	

INSURED
Paramount Ironworks, LLC
Citadel Holdings, LLC
PO Box 245
Junction City, OR 97448

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							
	CLAIMS-MADE / X OCCUR			AES121758900	04/08/2022	04/08/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY / X PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						WA StopGp	$ $1m/$1m/$1m
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
B	X ANY AUTO			ZM5977	04/08/2022	04/08/2023	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / X OCCUR						EACH OCCURRENCE	$ 5,000,000
A	X EXCESS LIAB / CLAIMS-MADE			EXA122173100	04/08/2022	04/08/2023	AGGREGATE	$ 5,000,000
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A		100011339	04/01/2022	04/01/2023	E.L. EACH ACCIDENT	$ 1,000,000
C	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC2185948	04/01/2022	04/01/2023	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Equipment Schedule			ZM5977	04/08/2022	04/08/2023	Scheduled	120,000
							Deductibl	1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations of the Named Insured subject to policy conditions, limitations and exclusions. CCB: 206517 updated online 04-04-2022

CERTIFICATE HOLDER

CCBORE1

State of Oregon
Construction Contractors Board
PO Box 14140
Salem, OR 97309

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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Attachment A

Bid Schedule

Item #	Description	Quantity	Unit Price
1	Pre-engineered Steel Building	Lump Sum	$181,305.00
2	Delivery	Lump Sum	$7,252.00

Total $ 188,557.00

DATED: 7-19-2023

BIDDER: Paramount Ironworks

BY: Mitch Morrison

Title: Project Manager

Address: P.O. BOX 245 Junction City OR 97448

Phone: 541-944-9913

Email: mitch@paramountironworks.com

Federal Tax I.D. No.: 47-2370159

Purchase Order

925 W. Kenyon Ave, Suite 6, Englewood, Colorado 80110
Tel: (303) 788-9991 – Fax: (303) 788-9996
3149 Haldimand Road 9, York, Ontario N0A 1R0
Tel: (866) 382-5115 – Fax: (905) 772-1533
http://www.braemarbuildings.com

Date: **7-Aug-23**
Quote Number: **D071123**
Job Number: **TBA**

This purchase is subject to the terms and conditions as set forth in the Limited Warranty and Purchase Order.

Customer Name:	**Paramount Ironworks LLC**	Ship to:	**Jewell Substation**
Contact:	**Mitch Morrison**	Contact:	**Mitch Morrison**
Address:	**PO Box 245**	Address:	**79554 Highway 202**
City / State / Zip:	**Junction City, OR 97448**	City / State / Zip:	**Jewell, OR 97138**
Tel.: **541-944-9913**	Fax:	Tel.: **541-944-9913**	Fax:

Width (ft.)	Length (ft.)	Height (ft.)
60'-0"	**150'-0"**	Front SW **20'-0"**
Peak Offset **30'-0"**	Roof Pitch **3.0:12**	Back SW **20'-0"**

Design Loads and Code Information					
Ground (1)	Live	Reduced?	Wind mph	Wind Exp.	Wind Imp.
38.00	**20.00**	**NO**	**96**	**C**	**1**
Code	Collateral	Roof Snow	Seiz. Coef.	Sies. Zone	Seis. Imp.
IBC 21	**3.00**	**26.60**	**1.55**	**D**	**1**
State Code					
OSSC 22					

Girt Type			
Left EW	Right EW	Front SW	Back SW
Flush	**Flush**	**Bypass**	**Bypass**

Bracing Type	
Left EW	**Cable Diagonal Bracing**
Right EW	**Cable Diagonal Bracing**
Front SW	**Wind Bents**
Back SW	**Rod Diagonal Bracing**

Deflection Criteria	
Frame Horizontal	**60**
Frame Vertical	**180**
Purlin (Live)	**180**
Purlin (Wind)	**150**
Girt (Wind)	**90**
Roof Panel (Live)	**60**
Wall Panel	**60**

Additional Loads	
Snow Buildup	**NO**
Height Difference (ft)	**N/A**
Mezzanine (Dead)	**N/A**
Mezzanine (Live)	**N/A**
Crane Type	**N/A**
Crane Capacity (kips)	**N/A**
Other	

Column Base Elevations				
Left EW	Right EW	Front SW	Back SW	Interior Col.
0	**0**	**0**	**0**	**0.0000**

Column Spacing			
Left EW	**20.0000**	**20.0000**	**20.0000**
Right EW	**20.0000**	**20.0000**	**20.0000**
Front SW	**1 at 20.25, 1 at 20.17, 2 at 18, 1 at 18.92, 2 at 18, 1 at 18.67**		

Primary Framing	
Primer Color	**RED frames, RED secondary**
Left EW	**Post and Beam**
Right EW	**Post and Beam**
Frame Column	**tapered depth**
Frame Rafter	**tapered depth**
Rigid Frames	**7 rigid frames, clear span**

Exterior Panels		
	Roof Sheeting	Wall Sheeting
Gauge	**24**	**26**
Profile	**Double Lok**	**PBR**
Finish	**Signature 300**	**Signature 300**
Fasteners	**Long-Life**	**Standard**
SS Clip	**Fixed 3.38**	

Interior Liner Locations				
	Gauge	Profile	Finish	Location
Roof		**n/a**		**none**
LEW		**n/a**		**none**
REW		**n/a**		**none**
FSW		**n/a**		**none**
BSW		**n/a**		**none**

Trim Colors	
Eave/Gable	**Signature 300**
Base	**Signature 300**
Corner	**Signature 300**
Openings	**Signature 300**
Other	**Signature 300**

Insulation	
Roof	**Single-Layer R-19**
Left EW	**Single-Layer R-19**
Right EW	**Single-Layer R-19**
Front SW	**Single-Layer R-19**
Back SW	**Single-Layer R-19**

Gutters and Downspouts		
	Front SW	Back SW
Gutters	**150**	**150**
Color	**Signature 300**	
Downspouts	**9**	**9**
Color	**Signature 300**	

Braemar Building Systems Purchase Order

Job No.: TBA Quote No.: D071123

	Framed Openings (Factory and Field Located)	Open Wall Areas
Left EW	**(1) 3.3333 W x 7.1667 H**	**none**
Right EW	**(1) 3.3333 W x 7.1667 H**	**none**
Front SW	**(2) 16 W x 16 H** **(6) 14 W x 14 H**	**none**
Back SW	**none**	**none**

Special Notes and Qualifications

*** No site prep, concrete work, foundation design, erection or other general contracting work is including in this work; Braemar is solely a building manufacturer.**
*** Price includes freight to Site (Seaside, OR)**
3 | Sets of engineered stamped anchor bolt plan and approval drawings
3 | Sets of erection drawings
*** If Double-Lok SSR is included then price includes Seamer Rental for 1 month. Extra time required is $45/Day.**
*** Is calculation required? __Yes __No**
*** Base condition: Base angle with trim (Base channel with trim at liner locations if applicable)**
3 | (3070) walk doors (non-insulated) complete with standard hardware included (self framing and field located).
*** Overhead door openings are framed openings only; Complete overhead doors units are by others.**
*** Northern gutter and downspout package included in standard Signature 300 colors.**
*** Building length of 150' but floor plan only accounts for 199'-8"; Additional 4" added to Bay 5 on the front sidewall to make room for portal frame in this bay; Additional space may be needed in Bay 5 to fit door opening inside the portal frame (this can be done by taking a few inches from Bays 6 and 7).**
*** Quote includes partition wall at Frame Line 3; Partition is sheeted on one side only in 26G PBR Panel in Signature 300 colors; has three bays matching the endwall spacing and has 1 framed opening for a field located walk door (included and mentioned above); Insulation for the partition wall not included.**
*** Quote includes Single-Layer WMP-VR R-19 insulation for the roof and walls.**
*** Price includes 3 psf collateral load to account for sprinklers; Customer to verify loading before ordering.**
*** Price valid until August 25, 2023.**

*** Due to volatility in the North American steel market, this price is valid for 15 days.**
*** NOTE EXCLUSIONS ON PAGE 3!**
*** Braemar offers a Limited Finish Warranty up to 40 years. Contact a Braemar representative for warranty information and restrictions.**
*** Color selections are subject to availability and lead-time.**

Braemar Building Systems Purchase Order

Job No.: TBA Quote No.: D071123

Options

Standard Notes:

1. Price is valid for 15 days only.
2. Unless specifically noted otherwise, Braemar standard details apply.
3. Braemar reserves the right to alter the quoted building on final order to maintain material efficiency.
4. It is the customer's responsibility to ensure that this quotation meets the required job specifications.
5. Any required clearances, geometry or spacing of members must be specified by the customer.

Exclusions (unless noted above): Anchor bolts, grout (if used); mezzanine joists, beams and deck; foundation design; finished painting; testing; site inspections; General Review; Roof curbs; Doors; Windows; Erection; etc.

Detail	Contract Price	
Base Price:		**$181,305.00**
Freight:		**INCLUDED (F.O.B. Jobsite)**
Erection:		**NOT INCLUDED IN THIS CONTRACT**
	Sub-Total	**$181,305.00**
		ALL TAXES EXTRA
Total Contract Price ($US):		**$181,305.00**

Terms of Payment				
Payment	Due on Acceptance of this Purchase Order	20	%	$36,261.00
Payment	Due on Approval of Drawings (To Begin Detailing/Manufacturing)	0	%	$0.00
Balance	Due 7 DAYS PRIOR to delivery EFT / Wire or Certified Check to Office			$145,044.00

IMPORTANT: Please take time now to carefully review all information on this Quote. Failure to notify Braemar Building Systems immediately of any discrepancies is deemed to be acceptance of this order as verified herein.

NOTE: Revisions, additions or other changes are likely to cause delays in the delivery schedule. Shipment of this order is preliminarily scheduled to be 5 weeks for anchor bolt and approval drawings and 10-15 weeks following receipt of signed Approval Drawings for building delivery.

WARRANTY, TERMS AND CONDITIONS OF SALE

Date: **7-Aug-23** ***Job No.:*** **TBA** ***Quote No.:*** **D071123**

1. <u>LIMITED WARRANTY</u> BRAEMAR BUILDING SYSTEMS INC. (hereinafter referred to as the Manufacturer) makes the following Limited Express Warranty to the Buyer if the materials are constructed or installed in compliance with the Manufacturer's erection drawings and manual and in a good workmanlike manner. This Limited Express Warranty shall be invalidated by any procedural or other changes in construction, installation, modification or engineering additions not approved by the Manufacturer, by improper site selection, site preparation errors or failure to comply with Manufacturer's instructions or warnings regarding payment, delivery, storage or handling. The Limited Express Warranty applies only to products manufactured by this Manufacturer. **THIS LIMITED EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE BEYOND THE WARRANTY STATED HEREIN. IN NO EVENT SHALL MANUFACTURER BE LIABILE FOR LOSS OF PROFITS OR OTHER INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. MANUFACTURER HAS NOT AUTHORIZED AND SHALL NOT AUTHORIZE ANY PERSON OR COMPANY TO ASSUME, ON BEHALF OF THE MANUFACTURER, ANY LIABILITY IN CONNECTION WITH THE MATERIAL SUPPLIED, NOR TO INCREASE THE SCOPE OF THIS LIMITED EXPRESS WARRANTY.** The Limited Express Warranty is limited to the following:

A. The materials, when properly constructed or installed, shall meet the Manufacturer's specifications.

B. All Manufacturer's materials are free of material defects in workmanship or materials, and shall be warranted as such for a period of twelve (12) months from the date of delivery by, or pick-up from the Manufacturer.

C. Quality of materials shall conform to the requirements and specifications of the Manufacturer as stated herein. The Manufacturer will replace any defective material furnished within twelve (12) months upon presentation by Buyer of evidence satisfactory to Manufacturer of such defect. The shop painting is a prime coat and the Manufacturer shall not be responsible for the condition of the paint after it has been delivered to the common carrier, job site or owner. Manufacturer's sole responsibility under this Limited Express Warranty shall be to replace the defective material.

Warranty claims must be submitted in writing to the Manufacturer at the Manufacturer's address stated herein. Satisfactory evidence of such defect shall include accurate photos and any inspection or expert reports. Manufacturer shall have a period of thirty (30) days after receipt of such Satisfactory Evidence to reasonably determine if a defect exists to which this Limited Express Warranty applies. Manufacturer shall have the right, but not the duty, to conduct such inspections of the materials in place, and Buyer or Contractor agree to provide reasonable access to same. In the event Manufacturer has not notified Buyer of its acceptance of responsibility for the claim within the herein referenced thirty (30) days, it shall be presumed that the claim of warranty is denied.

2. <u>TERMS AND CONDITIONS</u>

A. Unless specifically noted, the Manufacturer has excluded all matters except design, fabrication and delivery of the materials which exclusion includes, but is not limited to, the following: erection, insulation, foundation design, concrete, imbeds, overhead doors, windows, unloading, storage, field painting, tax.

B. Approval Drawings prepared by the Manufacturer and duly approved by the representative of the Buyer shall be deemed the correct interpretation of the contract and work to be performed.

C. The place of fabrication, the routing and the method of shipment, the place of price of purchase, or all or any part of the materials to be included hereunder shall be at the sole discretion of the Manufacturer.

D. The Manufacturer shall not be liable nor held liable for delays in the performance in whole or in part of this Agreement resulting in whole or in part from any cause beyond the control of the Manufacturer, including but not limited to acts defined as Force Majeure, Acts of God, fire, earthquake, flood, windstorm, or strikes, lockouts, or other differences with employees; or war, riot; or terrorist activity; or embargoes, delays, losses or damages in transportation; or shortage of cars, trucks, fuel, labor, or the material. In case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

E. The Manufacturer shall not be responsible for any field work of any kind under any circumstances performed on any material furnished under this Agreement without prior authorization in writing from the Manufacturer.

F. Owner or Buyer is responsible for ordering and erecting a structure that when complete, complies with provincial, state and local building codes and zoning, and which will be sufficient to withstand local environmental conditions. Manufacturer makes no representations as to the adequacy of the loads ordered.

G. Deposit received by Manufacturer is offered as security for good faith performance of contractual obligations and for expenses. In the event of any breach of this Agreement by Buyer:

1. Buyer shall forfeit the full amount of the deposit to be applied to the manufacturer's lost profits and expenses. Manufacturer may demand, and Buyer agrees to pay an additional amount of up to 33.3% of the total contract balance for standard buildings, or up to 50% on custom designed structures, as liquidated damages, plus storage, special material cost, lost profits, any and all attorney and collection fees. Buyer acknowledges that it is difficult to determine the full extent of damages that may be incurred by Manufacturer resulting from Buyer's breach of this Agreement and the liquidated damages provided for herein are a reasonable approximation and Buyer agrees to same.

2. In addition to liquidated damages, Manufacturer reserves the right to pursue any other remedies available to it in law or in equity.

WARRANTY, TERMS AND CONDITIONS OF SALE

Date: **7-Aug-23** ***Job No.:*** **TBA** ***Quote No.:*** **D071123**

H. Buyer agrees that failure to accept delivery or pick-up when scheduled shall constitute breach of this Agreement and shall pay a minimum $250.00 charge, plus freight and monthly storage charges equal to 3% of the contract price, accruing until the material is resold or the Buyer accepts delivery.

I. The TERMS OF PAYMENT, unless otherwise noted shall be as follows:
(a) 20% at time of contract acceptance or $1500.00, whichever is greater.
(b) Balance of contract paid with certified funds, including all applicable Sales Taxes, at time of delivery.

J. Under no circumstances is any retention allowed.

K. Shipments and delivery shall be subject to approval of Manufacturer's credit department, and Manufacturer reserves the right, previous to making any shipment, to require from Buyer satisfactory security for performance of Buyer's obligations. If Buyer fails to fulfill the terms of the payment, Manufacturer may defer additional shipments or at Manufacturer's option cancel the uncompleted balance. All deferred shipments shall bear interest from the time they are due until paid at the rate of 18% per annum. No failure of the Manufacturer to exercise any right occurring from default of the Buyer shall impair the Manufacturer's rights in case of any subsequent default.

L. This proposal is not a binding bilateral contract until signed by Buyer and accepted by the Manufacturer, and when accepted, it together with the general conditions of contract, constitute the entire contract between Buyer and Manufacturer. This Agreement supersedes all prior agreements, understandings, conditions or inducements whether in writing or oral, and the Manufacturer is not bound by any other agreements, understandings, conditions or inducements otherwise than are expressly set forth and stipulated herein. No change, alteration, amendment, modification or waiver of any of the terms or provisions hereof shall be valid unless the same be in writing and signed by the Manufacturer.

M. In the event any date called for herein falls on a Saturday, Sunday, or federal or state holiday, said date shall be extended to the next business day following such Saturday, Sunday, or federal or state holiday.

N. The parties hereto expressly agree that the terms and conditions hereof and the subsequent performance hereunder shall be construed and controlled by the laws of the state of Colorado. Claims, disputes or other matters in question between the parties arising out of or relating to this Agreement or breach thereof, shall, in the sole and absolute discretion of the Manufacturer, be subject to and decided by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association, currently in effect. Manufacturer shall have the right to select any recognized arbitration services company. Such arbitration shall be conducted in the Denver, Colorado Metropolitan Area as determined by the arbitration provider. Nothing herein shall preclude Manufacturer from electing to pursue legal remedies through a court of competent jurisdiction which the parties agree shall be limited to the federal or state district courts in the state of Colorado. A demand for arbitration shall be made by the Manufacturer within a reasonable time after the claim, dispute or other matter in question has arisen. Any award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

O. To the fullest extent permitted by law, Buyer shall indemnify and hold harmless the Manufacturer, Manufacturer's consultants, employees, officers, directors and shareholders from and against claims, damages, losses, and expenses, including but not limited to, attorneys' fees, arising out of or resulting from Buyer's construction or installation of the materials provided by Manufacturer.

P. Nothing herein shall be construed to bind Manufacturer to any construction or other contract between the Buyer and the owner of the property upon which the materials are installed or constructed.

Q. In the event the fabrication of the subject building cannot proceed within forty-five (45) days from the date of acceptance of the Manufacturer's building order, the building will be subject to re-pricing to include increased material or labor costs, if applicable, which the Buyer agrees to pay.

R. Manufacturer reserves the right to change or modify the design and construction of Manufacturer's standard buildings from time to time and to substitute material equal to or superior to that originally specified.

S. Any claims for shortages by Buyer must be made to Manufacturer within five (5) days after delivery, or such claims will be considered to have been waived by the Buyer and disallowed.

T. Buyer represents and warrants that the materials to be provided by Manufacturer are commercial goods and are not being purchased by Buyer primarily for personal, family or household purposes.

The undersigned has read the above Warranty, Terms and Conditions of Sale and accepts them as part of this Agreement.

BUYER
PLEASE SIGN BELOW

SIGNATURE

NAME (PLEASE PRINT)

DATE

BRAEMAR BUILDING SYSTEMS INC.
ACTING AT ITS HOME OFFICE IN DENVER, COLORADO, HEREBY ACCEPTS THE PURCHASER'S FOREGOING OFFER TO PURCHASE

SIGNATURE

NAME (PLEASE PRINT)

DATE

JEWELL SUBSTATION FACILITY UPGRADE

Clatsop County, Oregon
Invitation to Bid

If you want to be included on a plan holders list, please send confirmation of bid download to the following email address: roads@co.clatsop.or.us or by fax to 503-325-9312. Include the project name, your company name, address, contact name, phone number and email address.

Addenda will be published on the County's website at http://www.co.clatsop.or.us. Bidder is responsible for checking website for addenda.

Bid Opening: July 20th, 2023

JEWELL SUBSTATION FACILITY UPGRADE

Table of Contents

Item	Page
Invitation to Bid	3
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Information for Bidders	6
Bid Schedule	9
Special Provisions	10
Attachment A. Building Drawings	2 Pages

Invitation to Bid

Clatsop County is conducting an Invitation to Bid for a parking garage building located at 79554 Hwy 202 in Clatsop County, Oregon. Plans and specifications are available on the County website at http://www.co.clatsop.or.us/rfps. Plans can also be viewed at 1100 Olney Ave, Astoria, Or 97103. This ITB is for materials and delivery of said materials only and does not include any on-site construction services. Sealed bids will be received by the County Engineer, Dean Keranen, at 1100 Olney Ave., Astoria, OR 97103 until 2:00 p.m. on July 20, 2023, when they will be opened and publicly read. Any bid received after the time specified will not be considered. Bids shall be received at the Public Works Office, mail or electronic file. Faxed bids will not be accepted. Project is for Public Works subject to ORS 279C.800 to 279C.870. The County reserves the right to waive minor informalities and reject any or all bids not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all bids if it is deemed to be in the public interest to do so.

Scope of Work

Background

The Clatsop County Public Works Department is working to move seasonal equipment out of the inundation zone and in this case build a parking garage at the Jewell substation. We are also addressing with this garage an enclosed area for our seasonal snow plows and other equipment storage.
The existing building are not large enough to house the existing equipment out of the weather.

Objective

Clatsop County Public Works Department is looking to address these issues with a new parking garage that will house all of the substation's equipment as well as all seasonal equipment.

Execution

This ITB is for materials and delivery of said materials only and does not include on-site construction services. Supplier must design, supply and deliver the proposed pre-engineered building.

The supplier must provide the following:
Project scope of work:

1. Provide Pre-engineered steel building package to our facility 79554 Hwy202 Seaside Oregon 97138
2. Provide stamped design and layout
3. Column base and anchor bolt report
4. Roof Panels 24 gauge, mechanical seams
5. Side panels and trim 26 gauge
6. All panels and trim shall be Kynar paint.
7. Building size 60' x 150' x 20 ft eave height with 3:12 pitch
8. 2-16 x 16 overhead door openings as per design
9. 6-14 x 14 overhead door openings as per design
10. 1 interior partition wall as per design
11. 1 interior man door as per design
12. 2 exterior man doors as per design
13. Gutters and down spouts
14. Steel building package only, foundation and overhead doors supplied by others.
15. Building code requirements:
    - Snow Load 38 PSF Ground
    - Wind 96 MPH 3 Second Gust
    - Exposure C
    - Seismic D

Contractor is responsible for delivering all materials to the Clatsop County Public Works Substation at 79554 Hwy. 202, Seaside, Oregon.

Preferable delivery date is on or before March 30, 2024.

Supplier shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the contract.

Contact List

Public Works Director	Terry Hendryx	503-325-8631
Project Manager	Ted McLean	503-325-8631
Project Manager	Cell	503-791-2907
County Engineer	Dean Keranen	503-325-8631

Information for Bidders
JEWELL SUBSTATION FACILITY UPGRADE

Time and Place for Receiving Proposals

Sealed bids will be received at the Clatsop County Public Works Office of Dean Keranen, County Engineer, 1100 Olney Avenue, Astoria, Oregon 97103, until 2:00 p.m. on July 20th, 2023 at which time they will be opened and read aloud.

The County may reject any bid not in compliance with all prescribed public contracting procedures and requirements and may reject for good cause all bids upon a finding of the County that it is in the public interest to do so in accordance with ORS 279B.100.

Project Schedule

Event	Date/Time and Location
Deadline for requests for interpretations	July 14, 2023 at 4:00 p.m.
Bid Opening	July 20, 2023 at 2:00 p.m. at Clatsop County Public Works 1100 Olney Avenue, Astoria, OR 97103
Preliminary Bid Results	Will be published on County's website at www.co.clatsop.or.us
Notice of Intent to Award issued	Will be published on County's website at least 7 days prior to Award of Contract,
Estimated Award of Contract	July 30, 2023
Execution of Contract	Following Award of Contract
Preferred delivery date	On or before March 30, 2024
Final acceptable delivery date	May 30,2024

Addenda

County will not mail notice of Addenda, but will publish notice of any Addenda on County's Web site. Addenda may be downloaded off the County's web Site at http://www.co.clatsop.or.us. Offerors should frequently check the County's web site until closing; at last once daily the week of closing.

Contract Terms

The successful bidder for a public improvement contract shall promptly execute and deliver to Clatsop County:

(a) Clatsop County Contract to be executed by the successful bidder.

(e) Certificate of Insurance - Property and General Liability Certificates of Insurance satisfying the requirements as stated herein will be required.

(f) Certificate of Insurance - Workers Compensation Coverage
Certificate of Insurance satisfying the requirements as stated herein will be required.

(g) Time for Agency Acceptance – Contractor's offer must be a Firm Offer, valid and binding on the Offeror for not less than 60 days from closing.

(h) Bidder must promptly execute contract and deliver proof of insurance, or forfeit any bid security that accompanied the bid.

Bidder acknowledges that he/she is aware of, fully understands and intends to comply with documents and regulations that are hereby made a part of these specifications:

- Contractor certifies that they are in compliance with the Oregon tax laws in accordance with ORS 305.385.
- ORS 279C.525 regarding Environment and natural resources regulations.
- ORS 279C.605 regarding notice of claim.
- ORS 279C.650 thru ORS 279C.670 regarding Termination of Contract for Public Interest Reasons.
- The County reserves the right to waive minor informalities and reject any or all bids not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause, including Bidder responsibility under ORS 279C.375(c)(b), any or all bids if it is deemed to be in the public interest to do so.

Liquidated Damages

Liquidated damages shall apply against the successful bidder (the Contractor) and accrue to the Owner at the rate of five hundred dollars ($500) per day for every day that the project remains uncompleted beyond the period outlined above.

Project Plans

Contractor will complete the project in accordance with this invitation to bid and the plans and specifications within the referenced attachments.

Questions and requests for interpretations shall be directed to:

Ted McLean
1100 Olney Avenue
Astoria, OR 97103
Phone: 503-325-8631
Cell: 503-791-2907
tmclean@clatsopcounty.gov

Any Bidder that finds discrepancies in, or omissions from any provision of the ITB, Plans, Specifications, or Contract Documents, or has doubt as to the meaning, shall make a request for interpretation in writing, to the contact point listed above. The deadline for the request for interpretations can be found in the project schedule table. An addendum will be issued if a substantial clarification is in order.

The County shall make interpretations, corrections, or changes of the Invitation to Bid in writing by published addendum only. Interpretations, corrections, or changes in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections, and changes.

Bid Schedule
Rodney Acres Bridge Superstructure Replacement

Item #	Description	Quantity	Unit Price
1	Pre-engineered Steel Building	Lump Sum	
2	Delivery	Lump Sum	

Total $_____

DATED: _____

BIDDER: _____

BY: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Federal Tax I.D. No.: _____

Special Provisions Part 00100

OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION – 2021
(STANDARD SPECIFICATIONS)
OREGON DEPARTMENT OF TRANSPORTATION
MODIFIED AS FOLLOWS

Section 00110 – Organization, Conventions, Abbreviations and Definitions

Comply with Section 00110 of the Standard Specifications supplemented and/or modified as follows:

00110.00 Organization of Specifications - Add the following to the end of this subsection:

> Certain Sections contain statements under payment subsections to the effect that payment will be made at the contract amounts for the following items. It is intended that payment will be made only for those items listed in the Bid Schedule for a particular project.

00110.20 Definitions -

Add: Commission - "Clatsop County Board of Commissioners"

Add: Commission Services Office - Clatsop County Public Works Department.

Add: County - Clatsop County, including employees of the County authorized to administer this contract.

Add: Department - Clatsop County Public Works Department.

Engineer - Delete definition and replace with "Clatsop County Engineer and its authorized representatives, acting either directly or indirectly as authorized agents of the County".

Add: Proposal Booklet -Bid forms section of the "Proposal and Special Provisions" document prepared by the County, which includes required information regarding proposals. A separate booklet is not prepared for proposals.

Section 00120 - Bidding Requirements and Procedures

Comply with Section 00120 of the Standard Specifications supplemented and/or modified as follows:

00120.00 Prequalification of Bidders - Delete this subsection.

00120.01 General Bidding Requirements – Delete this subsection and replace with the following:

Bidders may obtain Bids by paper and/or through the internet (electronic) or both. Bids must be submitted with paper only.

00120.05 Request for Plans, Special Provisions, and Bid Booklets - Delete this subsection and add the following:

Upon request, the Clatsop County Public Works Department will provide prospective bidders with a viewing copy of the "Proposal and Special Provisions" and plans for the advertised project. Proposal booklets may be purchased at the department office. The Oregon Standard Specifications For Construction – 2021 (also a part of these specifications by reference) may be reviewed in the office of the Public Works Department and may be purchased at the Oregon State Department of Transportation Procurement Office in Salem.

00120.10 Bid Booklet - Delete this subsection.

00120.40 Preparation of Bids - Bids not in compliance with the requirements of this Subsection will be considered non-responsive.

00120.40(a) General - Delete this subsection and substitute the following:

Do not alter the bid documents except to complete the certification and statements as required and to insert the bid bond. When the bidder's authorized representative has signed the proposal, the bidder agrees to all certifications and statements contained within the contract documents. Entries in the proposal shall be in ink or typed. Signatures shall be in ink.

When the proposal is submitted, all documents in the proposal section, including a bid bond, shall be properly completed and bound together.

No electronic bids will be accepted.

00120.40(c)(2) – Delete this subsection

00120.40(f) - Delete this subsection and substitute ORS 279C.370.

00120.45 Submittal of Bids –

(a) Paper Bids – Delete and replace subsection with the following:

Paper bids may be submitted by mail, parcel delivery service to the offices and addresses, and at the times given in the Proposal Booklet. Submit paper bids in a sealed envelope provided by the bidder.

Paper bids submitted after the Bid closing time will not be opened and will be returned to the bidder.

(b) Electronic Bids – Delete this subsection

00120.50 Submitting Bids for More than One Contract – Delete this subsection.

00120.60 Revision or Withdrawal of Bids - Delete this subsection and substitute:

(a) Paper Bids

A bidder may withdraw a proposal after it has been delivered to the County, if the bidder (or his agent) makes the request in person to the County office designated to open the bids before the time set for opening.

(b) Electronic Bids – Delete this subsection

00120.70 Rejection of Nonresponsive Bids - Delete this subsection and substitute ORS 279C.395.

00120.90 Disqualification of Bidders - Delete "Not been prequalified as required by 00120.00."

Section 00130 - Award and Execution of Contract

Comply with Section 00130 of the Standard Specifications supplemented and/or modified as follows:

00130.00 Consideration of Bids - In the third paragraph change 30 calendar days to 60 calendar days.

00130.10 Award of Contract – Delete the second sentence in the third paragraph and in the last paragraph change 30 calendar days to 60 calendar days.

00130.15 Right to Protest Award – Delete this subsection and substitute ORS 279C.460.

00130.40(a) Performance and Payment Bonds - Delete this subsection and substitute ORS 279C.380.

00130.40(c) Workers' Compensation - Delete this subsection and substitute the following:

Provide County with a Certificate of Insurance confirming coverage as required by 00170.61(a) and 00170.70(c).

00130.50(a) By the Bidder - In the first paragraph, delete " ODOT Procurement Office - Construction Contracts Unit" and substitute "the place designated for receipt of bids".

00130.50(b) By the Agency - Delete "7 Calendar Days" and replace with "21 Calendar Days" and delete “legal sufficiency approval from the Attorney General” and substitute “Clatsop County Board of Commissioners”.

00130.70 Release of Bid Guaranties – Delete this subsection and substitute ORS 279C.385(3).

00130.90 Notice to Proceed - Delete this subsection.

Section 00170 - Legal Relations and Responsibilities

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

00170.02 Permits, Licenses and Taxes - Add the following:

Contractor will be working as an independent contractor and will be responsible for any federal or state taxes applicable to services rendered by Contractor. Contractor will be responsible to provide for their employees and agents any benefits as a result of payments pursuant to this agreement for Federal Social Security, Unemployment Insurance or Public Employee's Retirement System Benefits.

00170.61(a) Workers’ Compensation - Add the following:

The Contractor is a sole proprietor or a partner or is an insured employer for purposes of the Oregon Worker's Compensation Law (ORS Chapter 656) and is solely liable for any worker's compensation coverage under this Contract. Contractor agrees that Contractor and other persons retained by Contractor to perform work under this Contract shall be insured according to ORS 656.407 prior to commencement of work under this contract, and that Contractor and such persons shall remain so insured during the term of this Contract. The Contractor shall also comply with the Unemployment Compensation Act of the State of Oregon. The Contractor shall provide the County, before commencing work, a certificate of insurance showing protection for its workers under the Workers' Compensation Act and registration with the State Unemployment Compensation Commission.

Section 00199 - Disagreements, Protests and Claims

Comply with Section 00199 of the Standard Specifications, supplemented and/or modified as follows:

00199.20(b) Written Notice – Substitute “in writing” for “on form 734-2887”

00199.40(b) Step 1: Region Level Review - substitute Public Works Director for Region-level reviewer.

00199.40(c) Step 2: Agency Level Review - substitute Public Works Director for Contract Administration Engineer.

At the request of the Contractor, the Public Works Director shall, upon presentation to him, make prompt decisions in writing on all claims of the County or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

00199.40(d) Step 3 Arbitration; Claims Review Board - Delete this subsection and substitute the following:

Demand for Arbitration: Any dispute or any decision of the Public Works Director which is subject to arbitration shall be submitted to arbitration upon the demand of either party to the dispute.

The Contractor shall not cause a delay of the work due to the pendency of arbitration proceedings, except with the written permission of the Public Works Director, and then only until the arbitrators have had an opportunity to determine whether or not the work shall continue until deciding upon the matters in dispute.

The demand for arbitration shall be delivered in writing to the Public Works Director and the adverse party, either personally or by registered mail to the last known address of each, within ten (10) days of the receipt of the Public Works Director decision, and in no case after final payment has been accepted except as otherwise expressly stipulated in the Contract Documents. If the Public Works Director fails to make a decision within a reasonable time, a demand for arbitration may be made as if his decision has been rendered against the demanding party.

Arbitrators: No one shall be nominated or act as an arbitrator who is in any way financially interested in this Contract or in the business affairs of the County, or the Contractor, or the Public Works Director, or otherwise connected with any of them. Each arbitrator shall be a person in general familiar with the work or the problem involved in the dispute submitted to arbitration.

Unless otherwise provided by controlling statutes, the parties may agree upon one arbitrator, otherwise there shall be three, one named in writing, by each party to this

Contract, to the other party and the third chose by those two arbitrators, or if they should fail to select a third within fifteen (15) days, then he shall be appointed by the presiding officer, if a disinterested party, of the Bar association nearest to the location of the work. Should the party demanding arbitration fail to name and arbitrator within ten (10) days of his demand, his right to arbitration shall lapse. Should the other party fail to name an arbitrator within said ten (10) days, then said *presiding officer shall appoint such arbitrator within ten (10) days, and upon his failure to do so then such arbitrator shall be appointed on the petition of the party demanding arbitration by a judge of the State Court in the District where such arbitration is to be held.

The said *presiding officer shall have the power to declare the position of any arbitrator vacant by reason of refusal or inability to act, sickness, death, resignation, absence or neglect. Any vacancy shall be filled by the party making the original appointment, and unless so filled within five (5) days after the same has been declared, it shall be filled by the said presiding officer. If testimony has been taken before a vacancy has been filled, the matter must be re-heard unless a re-hearing is waived in the submission (the statement of the matters in dispute between the parties to be passed upon by the arbitrator) or by the written consent of the parties.

If there be one arbitrator his decision shall be binding; if three, the decision of any two shall be binding in respect to both matters submitted and to the procedure followed during the arbitration.
Such decision shall be a condition precedent to any right of legal action.

Arbitration Procedure: The arbitrators shall deliver a written notice to each of the parties and to the Public Works Director, either personally or by registered mail to the last known address of each of the time and place for the beginning of the hearing of the matters submitted to them. Each party may submit to the arbitrators such evidence and argument as he may desire and the arbitrators may consider pertinent. The arbitrators shall, however, be the judges of all matters of law and fact relating to both the subject matter of and the procedure during arbitration and shall not be bound by technical rules of law or procedure. They may hear evidence in whatever form they desire. The parties may be represented before them by such person as each select, subject to the disciplinary power of the arbitrators if such representation shall interfere with the orderly or speedy conduct of the proceedings.

Each party and the Public Works Director shall supply the arbitrators with such papers and information as they may demand, or with any witness whose movements are subject to their respective control, and upon refusal or neglect to comply with such demands the arbitrators may render their decision without the evidence which might have been elicited there from, and the absence of such evidence shall afford no ground for challenge of the award by the party refusing or neglecting to comply with such demand.

The submission to arbitration (the statement of the matters in dispute between the parties to be passed upon by the arbitrators) shall be in writing dully acknowledged before a notary. Unless waived in writing by both parties to the arbitration, the arbitrators, before

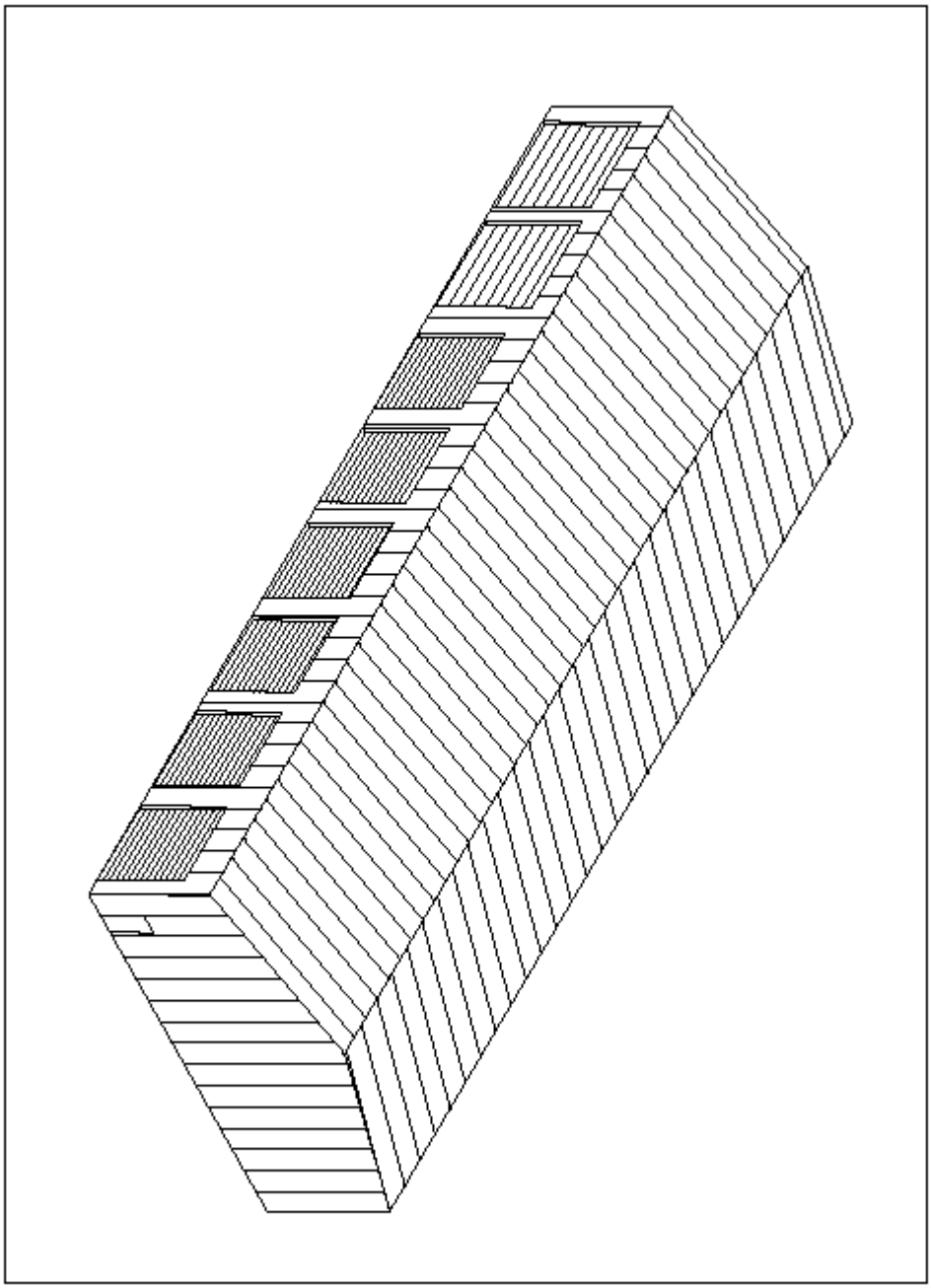
hearing testimony, shall be sworn by an officer authorized by law to administer an oath, Faithfully and fairly to hear and examine the matters in controversy and to make a just award according to the best of their understanding.

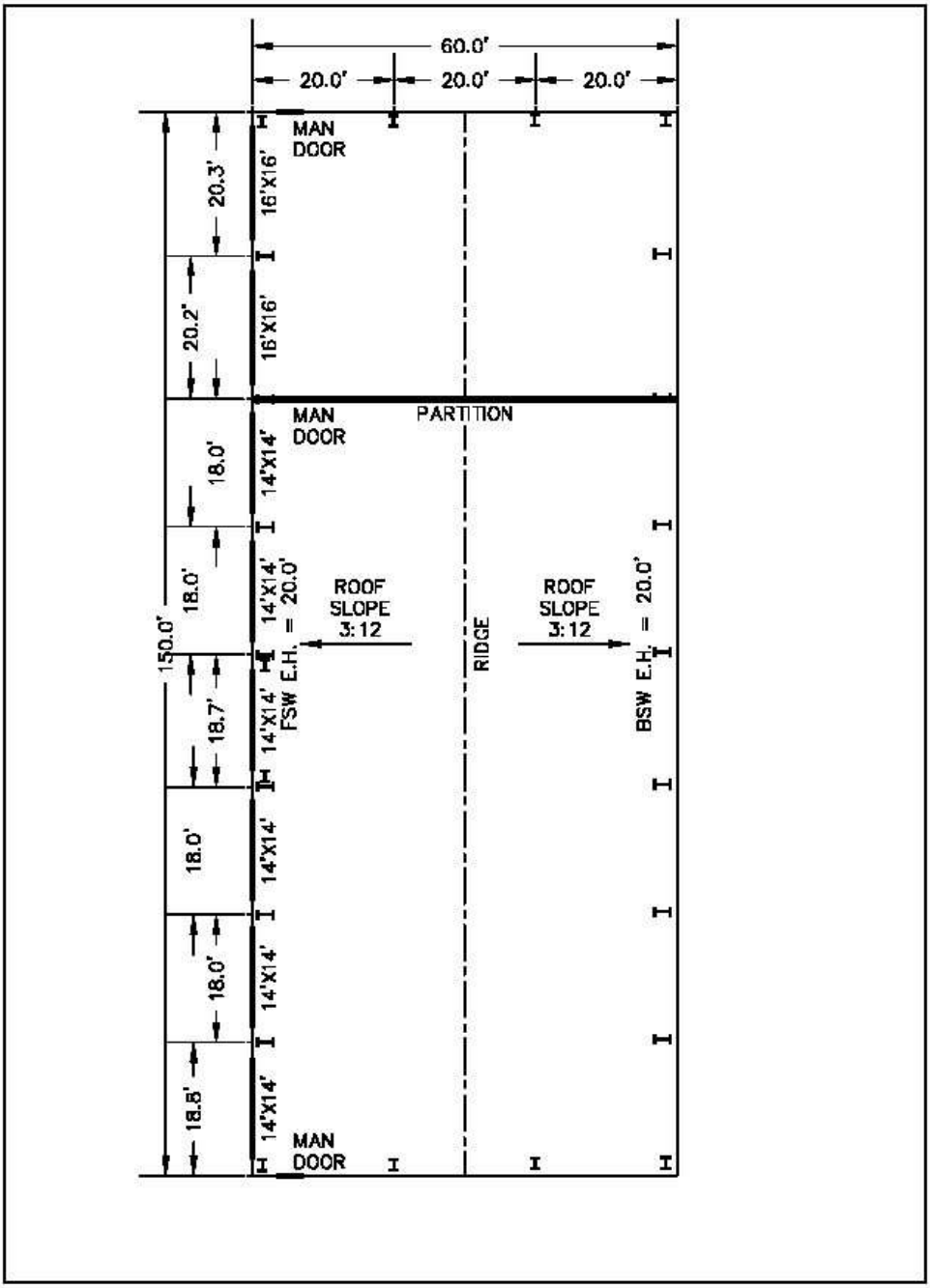
The arbitrators, if they deem the case demands it, are authorized to award to the party whose contention is sustained such sums as they shall consider proper for the time, expense and trouble incident to the arbitration and if the arbitration was demanded without reasonable cause, damages for delay and other losses. The arbitrators shall fix their own compensation, unless otherwise provided by agreement, and shall assess the costs and charges of the arbitration upon either or both parties.

The award of the arbitrators shall be in writing and acknowledged like a deed to be recorded, and a duplicate shall be delivered personally or by registered mail, forthwith upon its rendition, to each of the parties to the controversy and to the Public Works Director. Judgment may be rendered upon the award by the Federal Court or the highest State Court having jurisdiction to render same.

The award of the arbitrators shall not be open to objection on account of the form of the proceedings or the award, unless otherwise provided by the controlling statutes. In the event of such statutes providing on any matter covered by this section otherwise than as hereinbefore specified, the method of procedure throughout and the legal effect of the award shall be wholly in accord with said statutes, it being the intention hereby to lay down a principle of action to be followed, leaving its local application to be adapted to the legal requirements of the jurisdiction having authority over the arbitration.

The Public Works Director shall not be deemed a party of the dispute. He is given the right to appear before the arbitrators to explain the basis of his decision and give such evidence as they may require.




60.0'
20.0'
20.0'
20.0'
MAN DOOR
16'X16'
16'X16'
20.3'
20.2'
MAN DOOR
PARTITION
14'X14'
18.0'
14'X14'
18.0'
ROOF SLOPE 3:12
ROOF SLOPE 3:12
FSW E.H. = 20.0'
RIDGE
BSW E.H. = 20.0'
150.0'
14'X14'
18.7'
14'X14'
18.0'
14'X14'
18.0'
14'X14'
18.8'
MAN DOOR

Board of Commissioners
Clatsop County

AGENDA ITEM SUMMARY

August 23, 2023

Agenda Title: Contract for purchase of Skid Steer for Fairgrounds

Category: Consent Calendar

Presented By: Kyle Sharpsteen, Fairground Manager.

Issue Before the Commission: Approval of contract with Pacific Tractor & Implement for purchase of SVL65-2 Kubota Skid Steer with land pride skid cutter.

Informational Summary: The Fairboard budgeted to purchase a skid steer in the 2023-2024 fiscal year to be used for grounds maintenance and material handling around the fairground property. Using a skid steer instead of the current practice of using a mid-sized tractor will result in the tasks being done more efficiently and safer.

Clatsop County is a member of Sourcewell, competitive purchasing program. Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments. This equipment was previously competitively solicited and may be purchased directly by the County, under the Sourcewell contract process.

Fiscal Impact: The quoted cost is $68,930.81 and is budgeted in the Fair and Expo Capital Outlay Fund- Miscellaneous Equipment 82-4900. Final pricing will be based upon pricing at the time of final delivery to Sourcewell members and will be within our budget.

Requested Action:

Approve the contract with Pacific Tractor & Implement for the purchase of SVL 65-2 skid steer. The budgeted amount is $80,000. The purchase of this equipment is under the Sourcewell purchasing agreement and will come in under the budgeted amount.

Attachment List

A. Contract

Sourcewell
Utility Tractors & Mowers – 031121
CE and AG – 040319
Utility Vehicles 122220
Arkansas 4600041718
Delaware GSS-21673
Mississippi (CE Only) 8200056371
Mississippi 8200055841

SVL65-2HFWC WEB QUOTE #2688792
Date: 7/7/2023 11:20:42 AM

-- Customer Information --
SHARPSTEEN, KYLE
CLATSOP COUNTY
KSHARPSTEEN@CLATSOPCOUNTY.GOV
971-395-0273

Quote Provided By
PACIFIC TRACTOR & IMPLEMENT, LLC
Corey Achziger
1221 SW BASELINE ST.
HILLSBORO, OR 97123
email: Kubotacorey@yahoo.com
phone: 5033198989

-- Standard Features --

Kubota

S Series SVL65-2HFWC

* * * EQUIPMENT IN STANDARD MACHINE * * *

FEATURES

Vertical Lift Path Loader Frame
Standard Front Quick Coupler, Float Standard
Hydraulic Quick Coupler Option
Loader Arm Self-Leveling with on/off switch
Loader Boom Lock
Open ROPS & Air Conditioned ROPS/FOPS Cab Models
Adjustable, Vinyl, Suspension Seat
2" Retractable Seat Belt and 2-Piece Seat Bar
12V Electric Outlet
17.4 gpm Auxiliary Hydraulics standard, 27 gpm Option
Direct To Tank Return Line
Rigid Mounted Undercarriage, 4 Lower Track Rollers
Rubber Tracks, 12.6" Standard, 15" Optional
Two Speed Travel System
Automatic Wet Disk Parking Brake
Kubota 4 Hydraulic Pump Load Sensing System
2 Gear, 2 Variable Displacement Pumps
Hydraulic Joystick Controls, Optional Multi-Function Grips
ISO Operating Pattern
Hand And Foot Throttle Controls
Electronic Travel Torque Management
Automatic Glow Plugs
Key Switch Stop System
Self Bleed Fuel System
2 Front and 2 Rear Working Lights
Hour Meter, Engine Temperature and Fuel Gauges and Warning Lights
Horn and Backup Alarm
Lockable Fuel Cap
Bolt On Grab Handles to enter machine

BASIC UNITS

SVL65-2HFWC, 15.0" Rubber Tracks, A/C ROPS/FOPS Cab
Hydraulic Quick Coupler, High Flow Hydraulics & MF Grips

ENGINE

V2607-CE-TE4 Tier 4 Final Diesel Engine
4 Cylinder, 4 Cycle, Turbo Charged
68 Gross HP @ 2400 rpm (SAE J1995)

DIMENSIONS

Cab Height 79.9"
Width (without attachment) 65.2"
Width with wide track option (without attachment) 67.7"
Length (without attachment) 107.6"
Length of Track on Ground 57.9"

OPERATIONAL DIMENSIONS

Operating Weight*, SVL65-2, 12.6" Rubber Tracks, Open ROPS/FOPS Cab, Mechanical Quick Coupler 8,105 lbs.
Rated Operating Capacity (@ 35% of Tipping Load) 2,100 lbs.
Rated Operating Capacity (ROC) @ 50% of Tipping Load 3,000 lbs.
Tipping Load 6,000 lbs.
Auxiliary Hydraulics Flow 17.4 gpm
Travel Speed (Low / High) 4.9 /7.1 mph
Reach @ Maximum Height 34.9"
Height to Hinge Pin 118.5"
Ground Pressure (Standard Track) 5.0 psi.
Ground Pressure (Wide Track) 4.2 psi

* Includes operator's weight, 165 lbs.

-- Custom Options --

SVL65-2HFWC Base Price:	$70,718.00
(1) SPECIAL APPL DOOR KIT CLOSED CAB S6658-SPECIAL APPL DOOR KIT CLOSED CAB	$2,809.00
(1) REAR VIEW MIRROR KIT / SVL75/SVL90 S6641-REAR VIEW MIRROR KIT / SVL75/SVL90	$24.00
(1) HOSE STAY FOR SSV/SVL MODELS S6763-HOSE STAY FOR SSV/SVL MODELS	$106.00
(1) 74" HVY DUTY /LW PRF/LONG FLR/C EDGE PNF AP-HD74LLC-74" HVY DUTY /LW PRF/LONG FLR/C EDGE PNF	$2,578.00
(1) SVL LED LIGHT KIT S6764-SVL LED LIGHT KIT	$318.00
(1) AT&T TELEMATICS MODEM DCU6700-AT&T TELEMATICS MODEM	$444.00
(1) SVL TELEMATICS HARNESS S6702-SVL TELEMATICS HARNESS	$142.00
Configured Price:	$77,139.00
Sourcewell Discount:	($18,513.36)
SUBTOTAL:	$58,625.64
Dealer Assembly:	$443.67
Freight Cost:	$831.25
PDI:	$400.00
LANDPRIDE AP-SC4072 SKID CUTTER	$8,630.25
Total Unit Price:	$68,930.81
Quantity Ordered:	1
Final Sales Price:	$68,930.81

Final pricing will be based upon pricing at the time of final delivery to Sourcewell members.
Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*Some series of products are sold out for 2022. **All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.46.28

Board of Commissioners
Clatsop County

AGENDA ITEM SUMMARY

August 23, 2023

Agenda Title:	ARPA Funding Agreement with Northwest Oregon Housing Authority (NOHA)
Category:	Business Agenda
Presented By:	Don Bohn, County Manager

Issue Before the Commission:	Shall the Board approve a $125,000 predevelopment grant to NOHA for the Owens Adair II project in Astoria.
Informational Summary:	In May 2021, Clatsop County was allocated approximately $7.8 million in Federal American Rescue Plan Act (ARPA) funds to respond to the impacts of the pandemic, including affordable housing. The County's ARPA Funding Concept Plan, includes $350,000 for predevelopment grants for affordable housing. At the June 14th work session, Jim Evans (Interim Executive Director) presented an overview of the project and your Board discussed a $125,000 predevelopment grant for the Owens Adair II project in Astoria. At the time this agenda is prepared, NOHA is awaiting permits from the City of Astoria and intends to close on financing in September.
Fiscal Impact:	The $125,000 predevelopment grant allocation to NOHA for the Owens Adair II project will leave $225,000 available for other predevelopment affordable housing grants per the ARPA Funding Concept Plan.

Requested Action:

I move to approve the ARPA Funding Agreement with NOHA for a predevelopment grant in the amount of $125,000 for the Owens Adair II project.

Attachment List

A. NOHA ARPA funding request
B. ARPA Funding Agreement between NOHA and the County
C. ARPA Funding Concept Plan

NOHA
northwest oregon housing authority

location
147 s. main avenue
warrenton or 97146

mailing
po box 1149
warrenton or 97146

office 503-861-0119
fax 503-861-0220

toll free 1-888-887-4990
tdd 1-800-927-9275

www.nwoha.org

April 20, 2023

Don Bohn, County Manager
Clatsop County Government
800 Exchange Street, Suite 410
Astoria, OR 97103

RE: Request for Predevelopment Funding Assistance
for the Owens Adair II Project

Dear Mr. Bohn:

The Owens Adair II provides an opportunity for the Northwest Oregon Housing Authority (NOHA) to turn an underutilized parking lot adjacent to the existing Owens Adair building into 50 deeply affordable apartments for an aging population, many of whom have disabilities. NOHA currently owns and operates the Owens Adair, which includes 46 units of extremely low-income housing for seniors and people with disabilities and a parking lot on the other half of the lot. NOHA will use the parking lot half of the Owens Adair site for the new building. The City of Astoria's Comprehensive Plan recommends that housing for the elderly and handicapped should be encouraged in Astoria's downtown area, so residents can be close to amenities and services. Perfectly situated in downtown Astoria, Owens Adair II addresses the need the city has outlined and will be able to house residents using project-based vouchers, the Coordinated Entry system for 13 permanent supportive housing units, and on-site services from Clatsop Community Action (CCA).

The predevelopment costs for this project are estimated to cost $1,168,996. NOHA is requesting financial support from Clatsop County's predevelopment fund to get the project to finance closing in August 2023. Construction will start immediately and run from August 2023 – November 2024. Residents are slated to begin moving into the new building in November 2024. A detailed budget is enclosed, and provides a list of anticipated expenses, as well as the currently known funding sources.

NOHA is fortunate to have received support from Columbia Pacific CCO, LLC (CPCCO) in the amount of $500,000. $400,000 of this grant can be used during predevelopment and $100,000 can be used once a construction start

date has been finalized. There are also funds from the Energy Trust of Oregon (ETO) to achieve a high level of sustainability for the project.

NOHA is requesting support from Clatsop County to help cover the costs of the remaining predevelopment expenses. We currently need $763,496 to close on this project. Any assistance that can be provided by Clatsop County is appreciated. In addition to $637,858 in remaining Architecture and Engineering expenses, we anticipate just over $125,000 in other predevelopment expenses.

If you have any questions or need additional information, please contact me at director@nwoha.org or on my cell phone (443) 904-1234. The support NOHA receives from Clatsop County is greatly appreciated.

Sincerely,

Jim Evans
Interim Executive Director

ENCLOSURE

Owens Adair II
Predevelopment Budget

Predevelopment Prior to Closing	CPCCO	ETO	Remaining Need	Total
Architecture & Engineering	255,817		637,858	893,675
City of Astoria (Land Use & Permitting Estimated)	59,775			59,775
Financing Costs (Good Faith Deposit Investor & Lender)	35,000			35,000
Land Use Attorney	25,000			25,000
Geotechnical Engineer	13,600			13,600
Oregon Housing & Community Services Charges	6,000			6,000
Parking Consultant	4,808		2,092	6,900
Archaeologist			22,835	22,835
Preconstruction Fee (Shoring & Fire Suppression Design)			22,033	22,033
Environmental Consultant			21,904	21,904
Survey			21,695	21,695
Historic Consultant			14,580	14,580
Sustainability Consultant		5,500	14,500	20,000
Design and Permitting Costs for Solar Array			6,000	6,000
TOTAL	**$ 400,000**	**$ 5,500**	**$ 763,496**	**$ 1,168,996**

FUNDING AGREEMENT

This Agreement is made this 23rd day of August, 2023 between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter **"County"** and **Northwest Oregon Housing Authority**, an Oregon Not-for-Profit Corporation in good standing, hereinafter **"NOHA"**.

Recitals

In May 2021, County was allocated approximately $7.8 million in Federal American Rescue Plan Act of 2021 (ARPA) funds to respond to the impacts of the coronavirus pandemic. County has designated ARPA to provide financial predevelopment support to NOHA for the Owens Adair II affordable housing development in Astoria, OR.

NOW THEREFORE, the parties agree as follows:

1. Term: This Agreement shall be for September 1, 2023 through December 31, 2026.

2. Purpose and Payment: County shall provide funding to NOHA in the total amount of $125,000 for predevelopment expenses related to Owens Adair II. NOHA represents that it shall use the funds provided for this exclusive purpose. The County will make a single payment upon approval by the Board of Commissioners and execution of this agreement.

3. Indemnity: NOHA shall indemnify and hold County harmless for any claim arising from the Owens Adair II project. NOHA shall maintain liability insurance in an amount sufficient to satisfy the current Oregon Tort Claim Act limits, and shall name County as an additional insured on any policies.

4. Compliance and Reporting: Funds provided to NOHA by this Agreement are a subaward of State and Local Fiscal Recovery Funds (SLFRF). Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient. NOHA shall adhere to all SLFRF subrecipient compliance and reporting requirements as determined by the U.S. Department of the Treasury. These requirements include, but are not limited to: (a) Subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements. (b) Subrecipients must ensure subawards are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with awarded funds. (c) County may issue additional reporting requirements for SLFRF subawards greater than $50,000, as required by the U.S. Department of the Treasury.

NOHA shall follow the annual reporting schedule outlined below until all funds are expended or until December 31, 2027 (deadline for expending funds); whichever comes first.

Annual Report	Period Covered	Due Date
1	July 1, 2021 – March 31, 2022	April 15, 2022
2	April 1, 2022 – March 31, 2023	April 15, 2023
3	April 1, 2023 – March 31, 2024	April 15, 2024
4	April 1, 2024 – March 31, 2025	April 15, 2025
5	April 1, 2025 – March 31, 2026	April 15, 2026
6	April 1, 2026 – December 31, 2026	January 15, 2027

5. General: Funding for this Agreement is allocated at the discretion of the Clatsop County Board of Commissioners.

6. Loaning of Funds: NOHA is authorized to loan the funds to Owens Adair II Limited Partnership as the Owens Adair II project owner to expend for the specific purpose described within this agreement.

(A) All funds not expended for the specific purpose described within this agreement shall be returned to the County; and

(B) All funds not expended by December 31, 2026 shall be returned to the County.

COUNTY:

Don Bohn, County Manager _____ _____

Name, Title Date

_____

Signature

NOHA:

_____ _____

Name, Title Date

_____

Signature

_____

NOHA Address

_____

NOHA Phone

Clatsop County's Estimated
American Rescue Plan Act Funding Allocations (Updated 7/13/23)

Federal Guidelines	Category	Year 1 (FY 21-22)	Year 2 (FY 22-23)	Year 3 (FY 23-24)	Year 4 (FY 24-25)	Total	Spent-To-Date (6/9/23)
#1 Respond to the Coronavirus health impacts or economic impacts including assistance to households, small businesses, non-profits, and impacted industries including hospitality, travel, and tourism	Economic Development (SBDC funding)	$ -	$ 162,500	$ 120,000	$ 120,000	$ 402,500	$ 162,500
	Child Care Initiatives	$ -	$ 200,000	$ 150,000	$ 150,000	$ 500,000	$ 200,000
	Navigation Center Support	$ 70,000	$ 70,000	$ 70,000	$ 50,000	$ 260,000	$ 70,000
	Emergency Shelter System Support	$ 100,000	$ 300,000	$ 300,000	$ 300,000	$ 1,000,000	$ 100,000
	Other Non-profit Support	$ 100,000	$ 60,000	$ 50,000	$ 50,000	$ 260,000	$ 150,000
	Mental Health Crisis Response (CBH)	$ 80,000	$ 160,000	$ 160,000	$ 80,000	$ 480,000	$ 240,000
	Enhanced Mental Health Services (Jail)	$ -	$ 25,000	$ 88,800	$ 88,800	$ 202,600	$ -
	Affordable Housing Development	$ -	$ 75,000	$ 125,000	$ 125,000	$ 325,000	$ 75,000
	Affordable Housing Grants (predevelopment)	$ -	$ 150,000	$ 100,000	$ 100,000	$ 350,000	$ -
		$ 350,000	**$ 1,202,500**	**$ 1,163,800**	**$ 1,063,800**	**$ 3,780,100**	**$ 997,500**
#2 Provide premium pay for essential workers up to $13 an hour with an annual cap of $25,000	*N/A*					$ -	$ -
#3 Cover for lost revenue in providing services	Invest in Public Health Infrastructure	$ 350,000	$ 375,000	$ 350,000	$ 350,000	$ 1,425,000	$ 725,000
	Jewell School Based Health Center	$ -	$ 125,000	$ 125,000	$ -	$ 250,000	$ 93,750
	County Facility Space Planning	$ 150,000	$ -	$ -	$ -	$ 150,000	$ 150,000
	Emergency Preparedness/Resiliency	$ 26,000	$ 76,800	$ -	$ -	$ 102,800	$ 59,696
		$ 526,000	**$ 576,800**	**$ 475,000**	**$ 350,000**	**$ 1,927,800**	**$ 1,028,446**
#4 Make investments in water, sewer, or broadband infrastructure	Rural Internet/Comms Accessibility & Enhancement	$ 525,000	$ -	$ 150,000	$ -	$ 675,000	$ 525,000
	Water Assessment - Clatsop Plains	$ 25,000	$ -	$ 50,000	$ 50,000	$ 125,000	$ 25,000
	County-Wide Septage	$ -	$ -	$ 360,000	$ -	$ 360,000	$ -
	Anaerobic Biodigester Feasibility	$ 30,000	$ 30,000	$ 75,000	$ -	$ 135,000	$ 55,000
	Warrenton Infrastructure Development	$ -	$ -	$ 250,000	$ -	$ 250,000	$ -
	Knappa School Infrastructure	$ -	$ -	$ 150,000	$ -	$ 150,000	$ -
	Westport Sewer District Improvements	$ 170,000	$ 130,000	$ -	$ -	$ 300,000	$ 170,000
		$ 750,000	**$ 160,000**	**$ 1,035,000**	**$ 50,000**	**$ 1,995,000**	**$ 775,000**
	Year 1-4 Funding Totals	$ 1,626,000	$ 1,939,300	$ 2,673,800	$ 1,463,800	$ 7,702,900	$ 2,800,946
		Contingency				$ 110,140	$ -
*ARPA Funding = $7,813,040		**Clatsop County's Total ARPA Funding**				$ 7,813,040	$ 2,800,946
*LATCF Funding = $100,000	**LATCF Funding**	$ -	$ 50,000	$ 50,000	$ -	$ 100,000	$ -
Note - Funding must be expended/under contract by 12/31/2024		**Total Funding**				**$ 7,913,040**	**$ 2,800,946**

Board of Commissioners
Clatsop County

AGENDA ITEM SUMMARY

August 23, 2023

Agenda Title:	Ordinance 23-11 Exclusive Farm Use Zone Amendment
Category:	Public Hearing
Presented By:	Ian Sisson, Senior Planner

Issue Before the Commission:

Approval of an amendment to the *Land and Water Development and Use Code* (LAWDUC) to allow alteration, restoration, or replacement of a lawfully established dwelling under a Type I procedure in the Exclusive Farm Use Zone (EFU).

Informational Summary:

The Oregon Revised Statutes (ORS) allow “alteration, restoration or replacement of a lawfully established dwelling” in exclusive farm use zones under ORS 215.291, subject to review criteria and development standards. These criteria and standards are codified in the Clatsop County Land and Water Development and Use Code (LAWDUC) Section 3.9140.

The Exclusive Farm Use Zone (EFU) lists “alteration, restoration or replacement of a lawfully established dwelling” as a Type II use, which requires a conditional use permit. Staff has determined that the ORS does not require the County to use a Type II review; and that the criteria in Section 3.9140 can reasonably be evaluated under a Type I procedure.

The proposed LAWDUC amendment would move the use from Section 4.3330 Conditional Development and Use to Section 4.3320 Development Permitted. Revising the type of review as proposed would reduce the application fee from $1,200 to $85 and would significantly reduce the time associated with reviewing and permitting the alteration, restoration, or replacement of a lawfully established dwelling in the EFU Zone.

On August 8, 2023, the Planning Commission held a public hearing and recommended the Board of Commissioners approve Ordinance 23-11. On August 9, 2023, the Board of Commissioners conducted a first reading of the ordinance, held a public hearing, and continued the matter to August 23, 2023.

Fiscal Impact: Unknown

Requested Action:

Approve Ordinance 23-11 Exclusive Farm Use Zone Amendment.

Attachment List

A. Ordinance 23-11

BEFORE THE BOARD OF COMMISSIONERS
FOR THE COUNTY OF CLATSOP

In the Matter of:

An Ordinance amending the Clatsop County *Land and Water Development and Use Code* to allow alteration, restoration, or replacement of a lawfully established dwelling under a Type I procedure in the Exclusive Farm Use Zone

ORDINANCE NO. 23-11

Doc #_____

Recording Date: _____

RECITALS

WHEREAS, the Oregon Revised Statutes (ORS) allow alteration, restoration, or replacement of a lawfully established dwelling in exclusive farm use zones under ORS 215.291, subject to review criteria and development standards; and

WHEREAS, the Clatsop County Land and Water Development and Use Code (LAWDUC) allows alteration, restoration, or replacement of a lawfully established dwelling in the Exclusive Farm Use Zone (EFU) under a Type II conditional use procedure subject to review criteria and development standards codified in Section 3.9140; and

WHEREAS, the review criteria and development standards codified in Section 3.9140 can reasonably be evaluated by the Land Use Planning Division under a Type I procedure, which would reduce the cost and time of evaluating land use applications for alteration, restoration, or replacement of a lawfully established dwelling in the EFU Zone; and

WHEREAS, the proposed LAWDUC amendment would relocate the EFU Zone provision for alteration, restoration, or replacement of a lawfully established dwelling from Section 4.3330 Conditional Development and Use to Section 4.3320 Development Permitted; and

WHEREAS, the Planning Commission conducted a public hearing and provided a recommendation to the Board of Commissioners on August 8, 2023; and

WHEREAS, the Board of Commissioners has received and considered the Planning Commission's recommendations on these proposed amendments

THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:

SECTION 1. ADOPTION

The Board of County Commissioners hereby adopts amendments to the Clatsop County *Land and Water Development and Use Code* as shown in Exhibit 1, attached hereto and incorporated herein by this reference.

SECTION 2. SEPARABILITY

The provisions of this ordinance are severable. If any portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3. CONFORMANCE OF STATE LAW

This Ordinance shall not substitute for nor eliminate the necessity for conformity with any and all laws or rules of the state of Oregon, or its agencies, or any ordinance, rule, or regulation of Clatsop County.

SECTION 4. INCONSISTENT PROVISIONS

This Ordinance shall supersede, control and repeal any inconsistent provision of any County Ordinance as amended or any other regulations made by Clatsop County.

SECTION 5. APPLICABILITY

This Ordinance shall apply within the unincorporated areas of Clatsop County but shall not apply within the boundaries of any incorporated City.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect on the 30th day following adoption by the Board of Commissioners as provided in Chapter III, Section 8(2) of the Home Rule Chapter for the Government of Clatsop County.

Approved this _____ day of _____, 2023

THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

By _____
Mark Kujala, Chair

Date _____

By _____
Theresa Dursse, Recording Secretary

First Reading: August 9, 2023
Second Reading: August 23, 2023
Effective Date: September 22, 2023

EXHIBIT 1

A. *** Indicates that non-revised language was not included. Used for document brevity.
B. Double-underlined text indicates new language proposed to be added
C. ~~Strikethrough~~ text indicates text that is proposed for deletion

SECTION 4.3300. EXCLUSIVE FARM USE ZONE (EFU)

Section 4.3320. Development and Use Permitted

The following developments and their accessory uses are permitted under a Type I procedure subject to applicable development standards.

***

20) Alteration, restoration, or replacement of a lawfully established dwelling subject to 3.9080(2) and 3.9140.

Section 4.3330. Conditional Development and Use [Ord. 18-02]

The following developments and their accessory uses may be permitted under a Type II procedure and subject to applicable criteria and development standards and site plan review.

***

~~25) Alteration, restoration, or replacement of a lawfully established dwelling subject to 3.9080(2) and 3.9140.~~

~~26~~25) Equine and equine-affiliated therapeutic and counseling activities, subject to 3.9030(6). [ORD. 23-02]

Board of Commissioners
Clatsop County

AGENDA ITEM SUMMARY

August 9, 2023

Agenda Title:	Ordinance 23-12: Geologic Hazards Overlay Amendment
Category:	Public Hearing
Presented By:	Ian Sisson, Senior Planner

Issue Before the Commission:

Approval of an amendment to the *Land and Water Development and Use Code* (LAWDUC) to provide exemptions to the Geologic Hazard Permit requirement for certain development activities in the Geologic Hazards Overlay District (GHO).

Informational Summary:

Under Statewide Planning Goal 7, Clatsop County is required to regulate development in identified geologic hazard areas. This is done through Land and Water Development and Use Code (LAWDUC) Section 5.3000, Geologic Hazards Overlay District (GHO). The intent of the GHO is to minimize building hazards and threats to life and property that may be created by landslides, ocean flooding and erosion, weak foundation soils, and other hazards.

To achieve the intent of the GHO and compliance with Statewide Planning Goal 7, a geologic hazard permit is currently required for ***any*** activity, regardless of scope or scale, if that activity would require a development permit and if the activity is also on property located in an identified geologic hazard area. Before the development permit can be approved, the applicant must submit a geotechnical report for review. The conclusions and recommendations of that report are used to determine permit requirements for the proposed activity. A waiver of the geologic hazard permit requirement may be granted if/when a qualified professional determines the development site does not contain the identified hazard(s).

In *Preparing for Landslide Hazards: A Land Use Guide for Oregon Communities*, prepared by the Oregon Department of Geologic and Mineral Industries (DOGAMI), an outline for a model geologic hazards code includes exemptions to the requirement for a geologic hazard permit. Zoning codes for geologic hazard areas in various Oregon jurisdictions are analyzed in the report, many of which provide exemptions for specific development activities. The exempted activities

generally involve minimal ground-disturbance and are not expected to exacerbate hazards to life or property, therefore, detailed site investigation and analysis for these activities is not necessary. Providing exemptions in LAWDUC to the geologic hazard permit requirement would eliminate an often expensive and cumbersome step from the permitting process for developments that are considered low-risk, low-intensity, or small scale. The proposed LAWDUC amendment, attached, is based on staff input and analysis of peer jurisdictions. The amendment would also increase the period geologic hazard reports are considered valid from two years to five years.

On August 8, 2023, the Planning Commission held a public hearing and recommended the Board of Commissioners approve Ordinance 23-12 as amended. On August 9, 2023, the Board of Commissioners conducted a first reading of the ordinance, held a public hearing, and continued the matter to August 23, 2023.

Fiscal Impact: Unknown

Requested Action:

Approve Ordinance 23-12 Geologic Hazards Overlay Amendment.

Attachment List

A. Ordinance 23-12

BEFORE THE BOARD OF COMMISSIONERS
FOR THE COUNTY OF CLATSOP

In the Matter of:

An Ordinance amending the Clatsop County *Land and Water Development and Use Code* to provide exemptions to the Geologic Hazard Permit requirement for certain activities in the Geologic Hazards Overlay District

ORDINANCE NO. 23-12

Doc #_____

Recording Date: _____

RECITALS

WHEREAS, Statewide Planning Goal 7 requires that Clatsop County regulate development in identified geologic hazard areas; and

WHEREAS, the Clatsop County Land and Water Development and Use Code (LAWDUC) regulates such development through Section 5.3000 Geologic Hazrds Overlay District; and

WHEREAS, Land Use Planning staff has evaluated guidance for regulating development in identified geologic hazard areas published by the Oregon Department of Geologic and Mineral Industries (DOGAMI) and determined it would be appropriate to provide exemptions from the Geologic Hazard Permit requirements set forth in Section 5.3000, and to extend the period geologic hazard reports are considered valid from two years to five years; and

WHEREAS, the proposed LAWDUC amendments would amend Section 5.3000 to include a list of certain development activities that are exempt from the requirement for a Geologic Hazard Permit, and to extend the period geologic hazard reports are considered valid from two years to five years; and

WHEREAS, the Planning Commission conducted a public hearing and provided a recommendation to the Board of Commissioners on August 8, 2023; and

WHEREAS, the Board of Commissioners has received and considered the Planning Commission's recommendations on these proposed amendments.

THE BOARD OF COMMISSIONERS OF CLATSOP COUNTY ORDAINS AS FOLLOWS:

SECTION 1. ADOPTION

The Board of County Commissioners hereby adopts amendments to the Clatsop County *Land and Water Development and Use Code* as shown in Exhibit 1, attached hereto and incorporated herein by this reference.

SECTION 2. SEPARABILITY

The provisions of this ordinance are severable. If any portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3. CONFORMANCE OF STATE LAW

This Ordinance shall not substitute for nor eliminate the necessity for conformity with any and all laws or rules of the state of Oregon, or its agencies, or any ordinance, rule, or regulation of Clatsop County.

SECTION 4. INCONSISTENT PROVISIONS

This Ordinance shall supersede, control and repeal any inconsistent provision of any County Ordinance as amended or any other regulations made by Clatsop County.

SECTION 5. APPLICABILITY

This Ordinance shall apply within the unincorporated areas of Clatsop County but shall not apply within the boundaries of any incorporated City.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect on the 30th day following adoption by the Board of Commissioners as provided in Chapter III, Section 8(2) of the Home Rule Chapter for the Government of Clatsop County.

Approved this _____ day of _____, 2023

THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

By _____
Mark Kujala, Chair

Date _____

By _____
Theresa Dursse, Recording Secretary

First Reading: August 9, 2023
Second Reading: August 23, 2023
Effective Date: September 22, 2023

EXHIBIT 1

A. *** Indicates that non-revised language was not included. Used for document brevity.
B. Double-underlined text indicates new language proposed to be added
C. ~~Strikethrough~~ text indicates text that is proposed for deletion

SECTION 5.3000. GEOLOGIC HAZARDS OVERLAY DISTRICT (GHO)

Section 5.3005. Purpose

The intent of the geologic hazards overlay is to minimize building hazards and threats to life and property that may be created by landslides, ocean flooding and erosion, weak foundation soils, and other hazards as identified and mapped by the County. This purpose is achieved by basing County decisions on accurate geologic and soils information prepared by qualified professionals.

Section 5.3010. Applicability

This section applies to all development in the following potentially hazardous areas:

1) Areas subject to mass wasting including:
   - (A) Active landslides, inactive landslides, landslide topography and mass movement topography identified in the Oregon Department of Geology and Mineral Industries (DOGAMI) Bulletins 74 and 79;
   - (B) Faults including definite, indefinite, inferred and concealed in the Oregon Department of Geology and Mineral Industries (DOGAMI) Bulletins 74 and 79;
   - (C) All areas identified in the report, “A Field Inventory of Geologic Hazards from Silver Point to Cove Beach, Clatsop County, Oregon”, prepared by Martin Ross in 1978, as needing site specific investigations;
2) Areas subject to wave attack, including:
   - (A) All oceanfront lots; and
   - (B) The beach and dune hazard area as defined in Section 5.4020.
3) Areas with compressible soils identified in the Soil Survey of Clatsop County (SCS) and referenced in Clatsop County’s Comprehensive Plan Background Report, Natural Hazards.
4) The determination of whether a property is located in one of the above referenced potentially hazardous areas shall be made at the sole discretion of the Director. The mapping that forms the basis for the identification of the above areas may be generalized in nature. A specific site may not include the characteristics for which it is mapped. In these circumstances, the Director may grant a waiver from the requirements of Section 5.3000. The waiver shall be in the form of a written finding. The finding shall be based on a report, from a professional specified in Section 5.3020, detailing the basis for the determination that the site does not contain the identified potentially hazardous geologic condition.

Section 5.3015. Geologic Hazard Permit Requirements

All persons proposing any activity requiring a development permit on property located in potentially hazardous areas identified in Section 5.3010 shall obtain a geologic hazard permit.

1) Application for a geologic hazard permit shall be on forms provided by the County and shall include a geotechnical report prepared in conformance with the requirements of Section 5.3020.
2) Before a development permit can be issued, the geotechnical report must be approved as part of the development permit approval process.
   - (A) Where a geotechnical report recommends that additional site investigations, such as borings or test pits, are undertaken, application for geologic hazard permit will

be deemed incomplete until the results of those investigations have been provided to the County.

(B) Where an application is made for a conditional use permit, a variance, a subdivision, a partition, or a planned development located in an area identified in Section 5.3010, a geotechnical report in conformance with Section 5.3020 shall be prepared. The Director may also require a geotechnical report in conjunction with a proposed zone change.

3) Application for a geologic hazard permit may be made concurrently with an application for a development permit.
4) The approved site investigation report shall be referred to in deed and other documents of sale and shall be recorded with the record of deeds.

Section 5.3020. Exemptions

The following development activities are exempt from the requirement for a Geologic Hazard Permit:

1) Maintenance, repair, or alterations to existing structures that do not alter the building footprint or foundation;
2) Exploratory excavations under the direction of a certified engineering geologist or registered geotechnical engineer;
3) Site evaluations, installation, and repair of onsite sewage disposal systems;
4) Construction of structures for which neither a development permit or building permit would otherwise be required;
5) Excavation which is less than 30 inches in depth and which involves less than 30 cubic yards of volume;
6) Fill which is less than 30 inches in depth and which involves less than 30 cubic yards of volume;
7) Retaining walls up to 30 inches in height which do not support a building;
8) Forest operations subject to regulation under ORS 527 (the Oregon Forest Practices Act);
9) Mining operations subject to regulation by the Oregon Department of Geology and Mineral Industries (DOGAMI);
10) Maintenance and repair of public and private roads, streets, parking lots, driveways, culverts, and utility lines;
11) Maintenance and repair of utility lines, and the installation of individual utility service connections;
12) Emergency response activities intended to reduce or eliminate an immediate danger to life, property, or flood or fire hazard; and
13) Beachfront protective structures subject only to regulation by the Oregon Parks and Recreation Department under OAR Chapter 736, division 20.

Section ~~5.3020~~ 5.3025 Geotechnical Report Requirements

For areas identified in Section 5.3010(1) and 5.3010(2), the geotechnical report shall be prepared by a certified engineering geologist or a registered professional geologist. If a geotechnical report is prepared by a geologist and structural recommendations are incorporated into that report, those recommendations, must be made in consultation with an engineering geologist, structural engineer, or civil engineer.

1) For areas identified in Section 5.3010(1), the geotechnical report shall:
    (A) Identify the hazards to life, public and private property which may be caused by mass movement (landsliding and sloughing), soil erosion or deposition, and earthquakes;
    (B) Identify the hazards to life, public and private property, and the natural environment which may be caused by the proposed use and other human activities;
    (C) Describe how the proposed development or use will be adequately protected from geologic hazards, including landsliding and sloughing, soil erosion or deposition, and earthquakes; and
    (D) Describe how the proposed development is designed to minimize the adverse effects it might have on the site and adjacent areas.
2) For areas identified in Section 5.3010(2), and in addition to the standards identified in Section 5.3020(2), the geotechnical report shall identify the hazards to life, public and private property which may be caused by wind erosion or accretion, wave undercutting (erosion), and ocean overtopping (flooding, including tsunami),
3) For areas identified in Section 5.3010(1) and 5.3010(2), the geotechnical report shall describe how the proposed development provides for temporary and permanent stabilization and the planned maintenance of new and existing vegetation. Existing stabilizing vegetation, particularly trees, shall not be removed on slopes of 20% or greater.
4) For areas identified in Section 5.3010(1) and 5.3010(2), the geotechnical report shall be prepared in conformance with the document “Clatsop County – Geotechnical Report Content Standards”.
5) For areas identified in Section 5.3010(3), the geotechnical report shall be prepared by a certified engineering geologist, soils engineer, or civil engineer. Geotechnical reports prepared for areas identified in Section 5.3010(3) shall incorporate specific construction and structural recommendations to address the soil characteristics of the site. Where pertinent, the discussion of specific construction and structural recommendations shall include: site preparation such as compaction or replacement of existing soils, bearing loads and the corresponding amount of settlement, steps to be taken with respect to ground and surface water, special foundation requirements, and foundation recommendations based on bearing capacity, design criteria, and the effect of adjacent loads.
6) For all areas identified in Section 5.3010, the geotechnical report shall be prepared in conformance with the document “Clatsop County – Geotechnical Report Content Standards”.

Section ~~5.3025~~ 5.3030. Geologic Hazard Permit Review

An application for a geologic permit shall be reviewed under a Type I procedure.

1) A geologic hazard permit shall be approved by the Director if:
    (A) The conclusions of the geotechnical report support a finding that there are no adverse effects of the site’s geologic characteristics on the proposed development and the proposed site modifications will not adversely affect geologic conditions and processes in the immediate area: or

(B) The conclusions of the geotechnical report support a finding that if specified actions are taken to address an identified potential hazard then the effects of the site's geologic characteristics on the proposed development will be at an acceptable level and the effects of the proposed site modifications on the geologic conditions and processes in the immediate area are at an acceptable level.

2) Specific recommendations contained in the geologic report shall be incorporated into the approved geologic hazard permit. Based on content, recommendations and conclusions of the geotechnical report, the Director may apply other conditions to the issuance of a geologic hazard permit.
3) The specific recommendations contained in the geotechnical report, and conditions applied to the geologic hazard permit shall be incorporated into the plans and specifications of the development which is the subject of the development permit.
4) Where there is not a concurrent application for a geologic hazard permit and a development permit for a specified development, the person(s) who prepared the geotechnical report shall submit a letter to the Director verifying that the proposed plans, details, and specifications of the proposed development have been reviewed and are in keeping with the recommendations contained in the geotechnical report that formed the basis for the issuance of the geologic hazard permit, or they shall make recommendations or changes that are needed in the proposed development in order to bring it into conformance with the recommendations contained in the geotechnical report.
5) When a geotechnical report submitted in conjunction with a development permit that is more than ~~two~~ five (5) years old, a letter shall be submitted to the Director from the person(s) who prepared the report. The letter shall provide verification that the geotechnical report is still valid for the proposed project.

Section ~~5.3030~~ 5.3035. Independent Review

The Director, at his discretion and at the applicant's expense, may require an evaluation of a geotechnical report by another expert of his choosing. As part of its review of a land use application located in an area subject to Section 5.3010, the Hearings Officer, Planning Commission, or Board of Commissioners may also require, at the applicant's expense, an evaluation of a geotechnical report that was prepared in conjunction with the land use application. The results of that evaluation shall be used in making the final decision on the effected land use permit.

Section ~~5.3035~~ 5.3040. Standards

The review and approval of development permits in the geologic hazard overlay district shall be based on the conformance of the proposed development plans with the following grading standards. Conditions of approval may be imposed on the development permit to assure that the development plan meets the standards of this section and to prevent the creation of a hazard to public or private property.

1) Site Plan Information Required. In addition to the information required for a development permit, the site plan shall show where clearing, grading, excavation or filling is to occur, the area where existing vegetative cover will be retained, the location of any streams and wetland areas on immediately adjacent to the property, and the general direction of

slopes. A statement shall be provided summarizing the extent of land clearing and grading and the quantity of cut and/or fill material involved.

2) Preparation of Grading Plan Based on the findings and conclusions of the geotechnical report, or the nature of the proposed development, The Planning Director, at his sole discretion, may require that a grading plan prepared by a registered engineer be submitted with the application for a development permit. The Planning Director may require that such a grading plan, in addition to information required by Section 5.3035(1) include the following additional information:
    (A) Existing and proposed contours of the property, at two-foot contour intervals;
    (B) The location of the existing structures and building, including those within twenty-five feet of the property;
    (C) The location of all surface and subsurface drainage devices to be constructed; and
    (D) Design details of proposed retaining walls.
3) General Standards. The proposed development plans shall meet the following general standards:
    (A) Natural vegetation will be protected and retained wherever possible;
    (B) To the extent possible, roads and driveways shall follow the natural contours of the site; and
    (C) An erosion control plan shall be prepared and implemented in conformance with the requirements of Section 3.2000.
4) Cuts. Proposed cuts shall meet the following standards:
    (A) The site development shall be designed to minimize the need for cuts.
    (B) The slope of cut surfaces shall not be steeper than is safe for the intended use and shall not be steeper than two horizontal to one vertical unless an engineering report finds that a cut at a steeper slope will be stable and not create a hazard to public or private property;
    (C) Cuts shall not remove the toe of any slope where a potential for landslide exists;
    (D) Cuts shall be setback from property lines so as not to endanger or disturb adjoining property; and
    (E) Retaining walls shall be constructed in accordance with the Oregon State Structural Specialty Code.
5) Fills. Proposed fills shall meet the following standards:
    (A) The site development shall be designed to minimize the need for fill.
    (B) The slope of fill surfaces shall not be steeper than is safe for the intended uses and shall not be steeper than two horizontal to one vertical unless an engineering report finds that a steeper slope will be stable and not create a hazard to public or private property. Fill slopes shall not be constructed on natural slopes steeper than two horizontal to one vertical.
    (C) Fill shall be setback from property lines so as not to endanger or disturb adjoining property.
    (D) The ground surface shall be prepared to receive fill by removing vegetation, noncomplying fill, topsoil and other unsuitable materials, and scarifying to provide a bond with the new fill.

(E) Structural fill shall be designed by a registered civil engineer in accordance with standard engineering practices.

6) Drainage. The following standards shall be met:
   (A) Proposed grading shall not alter drainage patterns so that additional storm water is directed onto adjoining property.
   (B) Cut and fill slopes shall be provided with subsurface drainage as necessary for stability.
   (C) The site grading and drainage improvements shall be designed to carry both concentrated water and surface sheet flow water to the nearest practical drainage way, as specified by the Planning Director.

~~5.3040~~ 5.3045. GEOLOGIC HAZARD REQUIREMENTS

~~5.3045~~ 5.3050. Special Requirements for Hazard Areas

The special requirements applicable in the Hazard maps in the Comprehensive Plan are set forth in Section 5.3040 to Section 5.3065. The general procedures and requirements for approving development in the district are contained in Sections 5.3000 through 5.3035 of this Ordinance. The standards in Section 5.3040 to Section 5.3065 shall be used in conducting such approvals.

~~5.3050~~ 5.3055. Preliminary Site Investigation

Subject to Sections 5.3000-5.3035.

~~5.3055~~ 5.3060. Detailed Site Investigation for Geologic Hazard Areas

Development in a Geologic Hazards Overlay District requires a detailed site investigation report if the preliminary site investigation report required in Section 5.3050 confirms existence of a geologic hazard area or is in a geologic hazard area identified by Martin Ross' report “A Field Inventory of Geologic Hazards from Silver Point to Cove Beach, Clatsop County, Oregon”. The report shall contain the information listed below together with appropriate identification of information sources and the date of the information.

Before a development permit can be issued, the site investigation report must be approved as part of the development permit approval process. The approved site investigation report shall be referred to in the deed and other documents of sale and shall be recorded with the record of deeds.

1) Background Data in Report. The site investigation report shall contain the following background information:
   (A) The methods used in the investigation and the approximate number of man-hours spent on the site.
   (B) A general analysis of the local and regional topography and geology including the faults, folds, geologic and engineering geologic units and any soil, rock and structural details important to engineering or geologic interpretations.
   (C) A history of problems on and adjacent to the site, which may be derived from discussions with local residents and officials and the study of old photographs, reports and newspaper files.
   (D) The extent of the surface soil formation and its relationship to the vegetation of the site, the activity of the land form and the location of the site.

(E) The following ground photographs of the site with information showing the scale and date of the photographs and their relationship to the topographic map:

1. A view of the general area.
2. The site of the proposed development.
3. Any features which are important to the interpretation of the hazard potential of the site.
4. Unusual natural features and important wildlife habitat.

2) Topography Map. a topography base map of (1 to 100) scale and with a contour interval of (two feet) shall be prepared identifying the following features and shall be accompanied by references to the source and date of information used.

(A) The position of the lot line.
(B) The boundaries of the property.
(C) Species identification of major plant communities.
(D) Any springs, streams, marshy areas or standing bodies of water.
(E) Areas subject to flooding, including those shown on the flood hazard maps prepared under the HUD National Flood Insurance Program.
(F) Areas subject to stream erosion and areas exhibiting significant surface erosion due to improper drainage and runoff concentration.
(G) Geological information, including lithologic and structural details important to engineering and geologic interpretation.

3) Subsurface Analysis. If upon initial investigation it appears there are critical areas where the establishment of geologic conditions at depth is required, a subsurface analysis obtained by drill holes, well logs and other geophysical techniques shall be conducted by the person responsible for the site investigation report to include the following data as appropriate.

(A) The lithology and compaction of all subsurface horizons to bedrock.
(B) The depth, width, slope and bearing of all horizons containing significant amounts of silt and clay and any other subsurface waters.
(C) The depth, bearing and capacity of seasonal and permanent aquifers.
(D) Underlying areas of buried vegetation.

4) Development Proposal. The site investigation report shall include the following information on the proposed development as applicable. The information will be shown on the maps described above or appropriately referenced.

(A) Plans and profiles showing the position and height of each structure, paved area and area where cut and fill is required for the construction.
(B) The percent and location of the surface of the site which will be covered by impermeable or semi-impermeable surfaces.
(C) Points to preserve for public access.
(D) a description of the impact of the development on any critical biological habitats.
(E) A stabilization program for the development describing:

1. how much of the site will be exposed during construction and what measures will be taken to reduce erosion.
2. a revegetation program designed to return open areas to a stable condition as soon as possible following construction.

3. the time of commencement of revegetation planting.

(F) a description of safeguards that will be provided as part of the proposed development.

(G) For a logging or farming operation, areas to be protected from vegetation loss or groundwater pollution shall be identified and means for protection described.

5) Special Review for Water Supply or Sewerage. If a well or an on-site sewage disposal system is planned, the proposed location shall be described and the following shall be determined:

(A) The maximum and minimum levels (seasonal extreme) in water table height.

(B) The expected water needs of the proposed development.

(C) The water supply capacity and the expected effect of the increased water consumption on the water table.

(D) Any detrimental contamination of the groundwater, lakes or marshes that may occur.

6) Conclusions in the Report.

(A) The site investigation report shall contain conclusions stating the following:

1. How intended use of the land is compatible with the existing conditions.
2. The existing or potential hazards found during the investigation.
3. The manner for achieving compliance with applicable development criteria and standards.

(B) Recommended safeguards and mitigation for specific areas and hazards shall be specified.

(C) Conclusions shall be based on data included in the report and the sources of information and facts shall be referenced.

~~5.3060~~ 5.3065. Site Investigation Report Review

The Community Development Director, Planning Commission or Board of Commissioners may want to have a technical site investigation report reviewed including the methods actually used to avoid hazards. The Community Development Director, Planning Commission or Board of Commissioners may request the owner or developed to pay for a portion or all of the review on behalf of the County.

~~5.3065~~ 5.3070. Qualifications

The site investigation report shall be conducted by a registered engineering geologist. The Department of Community Development shall maintain a list of qualified geologists.