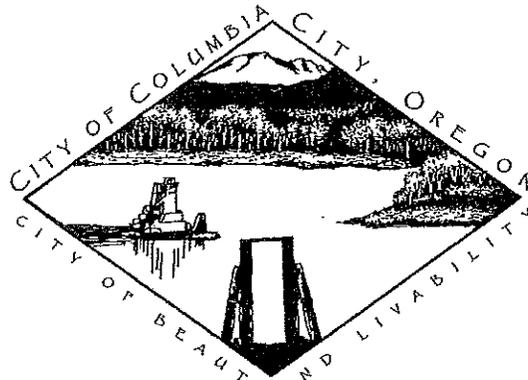


The City of Columbia City

In Columbia County on the Columbia River



CITY COUNCIL REGULAR MEETING AGENDA NOVEMBER 3, 2016 - 6:00 PM CITY HALL COUNCIL CHAMBERS

1. CALL TO ORDER/ROLL CALL

2. PUBLIC HEARINGS

- 2.1 Public Hearing: To hear testimony about a proposed forgivable loan in the amount of \$20,000 from the Safe Drinking Water Loan Program for water system improvements consisting of water system mapping and asset management.
- 2.2 Public Hearing: To take written and oral testimony on proposed amendments to the vision clearance areas and the addition of an accessory buildings and structures chapter to the Columbia City Development Code.

3. CITIZEN INPUT

4. COUNCIL REPORTS

- 4.1 Parks Committee (Marson)
- 4.2 Water and Sewer Committee (Fromm)
- 4.3 Streets Committee (Marson)
- 4.4 Audit Committee (Harrison)
- 4.5 Hazard Mitigation Planning Group (Fromm)
- 4.6 Other reports

5. CONSENT AGENDA

- 5.1 Minutes of the Regular City Council Meeting on October 20, 2016.
- 5.2 Bills paid with check numbers 19797 through 19870 during the month of October 2016.
- 5.3 Activities report from the Public Works Superintendent.

6. UNFINISHED BUSINESS

- 6.1 Second reading of Council Bill No. 16-799: An Ordinance granting a franchise to CenturyTel of Oregon D/B/A CenturyLink on behalf of itself and its operating affiliates ("CenturyLink") to operate and maintain a telecommunications system ("the System") in the City of Columbia City, Oregon ("the City").

PO Box 189 ♦ 1840 Second Street ♦ Columbia City, Oregon 97018

Phone 503-397-4010 ♦ Fax 503-366-2870

E-mail colcity@columbia-city.org ♦ Web site www.columbia-city.org

7. **NEW BUSINESS**

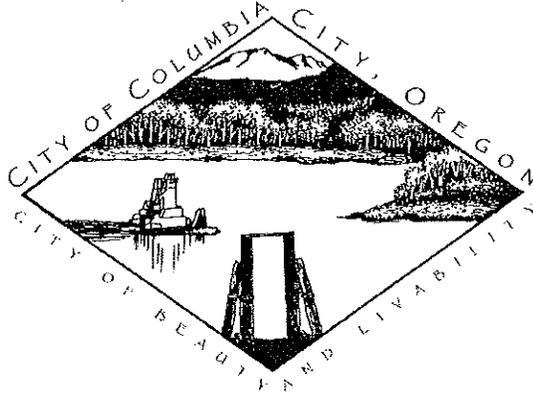
- 7.1 Ratify FEMA Benefit-Cost Analysis for Reservoir Seismic Upgrades in the amount of \$10,750 as proposed by Kennedy/Jenks Consultants.
- 7.2 Council Bill No. 16-800: A Resolution of the City of Columbia City authorizing a forgivable loan from the Safe Drinking Water Revolving Loan Fund by entering into a financing contract with the Oregon Infrastructure Finance Authority.
- 7.3 First reading of Council Bill No. 16-801: An Ordinance amending Ordinance No. 03-586-O, the Columbia City Development Code.

8. **OTHER BUSINESS**

9. **ADJOURNMENT**

The City of Columbia City

In Columbia County on the Columbia River



October 20, 2016

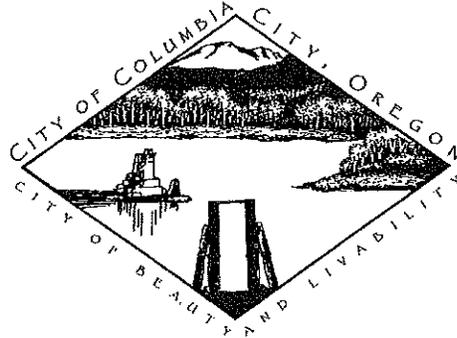
NOTICE OF PUBLIC HEARING

The Columbia City Council will hold a public hearing at 6:00 p.m. on Thursday, November 3, 2016, to hear public testimony about a proposed loan in the amount of \$20,000 from the Safe Drinking Water Loan Program for water system improvements consisting of water system mapping and asset management. The loan is eligible for 100% debt forgiveness if the contract conditions are met. The public hearing will be held in the Council Chambers of the City Hall, 1840 Second Street, Columbia City, Oregon.

Please publish in the Chronicle on Wednesday, October 26, 2016.

The City of Columbia City

In Columbia County on the Columbia River



NOTICE OF LEGISLATIVE PUBLIC HEARINGS CITY OF COLUMBIA CITY

The Columbia City Planning Commission will hold a public hearing on Tuesday, October 18, 2016 at 6:30 p.m. in the Council Chambers at City Hall, 1840 Second Street in Columbia City, Oregon. The purpose of the hearing is to take written and oral testimony on proposed amendments to the vision clearance areas and the addition of an accessory buildings and structures chapter to the Columbia City Development Code.

Following the hearing the Planning Commission may make a recommendation to the City Council. The City Council will hear the matter on Thursday, November 3, 2016 and a second reading will occur on Thursday, November 17, 2016. Both of these meetings will start at 6:00 p.m.

Interested persons are invited to attend any of the public hearings or choose to submit written testimony prior to the hearings. Failure to raise an issue at the hearings or by letter or failure to be specific enough to give Commissioners or City Council the opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals (LUBA) based on that issue.

The proposed amendments and all related documents are available for review at the City Hall located at 1840 Second Street, Columbia City, Oregon. Copies can also be purchased at cost. If you would like to comment but cannot attend the hearing, submit comments in writing to City Hall by 4:00 p.m. on October 18, 2016, November 3, 2016 or November 17, 2016.

-END-

Please publish the above public hearing notice in the October 5, 2016 and October 26, 2016 issues.

City of Columbia City
Council Action & Status Report

Date Submitted: October 26, 2016
Agenda Date Requested: November 3, 2016
To: Columbia City City Council
Through: Planning Commission
From: Stacey Goldstein
Contract City Planner
Subject: Adopt New Development Code Chapter 7.111
Accessory Buildings and Structures; Update
Development Code Chapter 7.98 Vision Clearance
Areas; Amend Residential Zones as listed in Section
II of this report as described herein.

An ordinance is attached addressing the proposed code work before the City Council.

The Planning Commission, at their October 18, 2016 meeting, recommended that the City Council approve the attached ordinance.

Type of Action Requested:

<input type="checkbox"/>	<input type="checkbox"/>	Resolution	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Ordinances
<input type="checkbox"/>	<input type="checkbox"/>	Formal Action	<input type="checkbox"/>	<input type="checkbox"/>	Report Only

I. EXECUTIVE SUMMARY

The attached code updates respond to the City's issues and concerns with accessory building and structure regulations and vision clearance regulations in the Columbia City Development Code. The updates provide the following:

- A new Development Code Chapter 7.111 for accessory buildings and structures containing updated standards to ensure residential character of neighborhoods are maintained; and
- A revised Development Code Chapter 7.98 for vision clearance areas, containing new standards addressing safety for atypical right-of-ways and driveways.

The 2013 Columbia City Comprehensive Plan provides statements regarding attractive residential districts (Goal for single-family residential R-1 designation). Staff and the Planning Commission expressed concerns that this goal was not being met by the existing accessory structures code language. In addition, Staff had difficulty administering the code due to the way it was organized and written. The public also expressed difficulty with understanding the code.

The code updates regarding accessory structures are intended to maintain neighborhood integrity and preserve the existing residential character by encouraging compatible land uses. They also provide the residents of Columbia City the opportunity to use their property to enhance or fulfill personal objectives, as long as the use of the property is not incompatible with the land uses or character of the neighborhood. And lastly, they also assure the public that accessory buildings and structures do not exceed the primary use of the property.

The vision clearance updates ensure visibility for vehicular, bicycle and pedestrian traffic at the intersection of streets and driveways. The existing code was found to be inadequate when addressing atypical right-of-ways and driveways. This was especially true when evaluating vision clearance areas on The Stand, a street with a right-of-way width of 80 feet. The current code required staff to measure the vision clearance area from the edge of the property line and not the edge of the pavement width, which is the preferred way of administering the clear vision area. In many instances, as in The Strand, the edge of the property line does not provide the proper point for measurement. To remedy this, a small modification to Chapter 7.98 is provided, requiring the measurement to occur from the edge of pavement. New standards are also provided to require clear vision areas for driveways.

II. ORDINANCE SUMMARY

Council Bill No. 16-801. This Ordinance amends the following City of Columbia City Development Code Sections:

Chapter 7.25 Definitions
Chapter 7.40 R-1 Low Density Residential Zone
Chapter 7.45 R-2 Moderate Density Residential Zone
Chapter 7.50 R-3 High Density Residential Zone
Chapter 7.55 MHP Manufactured Home Park Zone
Chapter 7.98 Visual Clearance Areas
Chapter 7.111 Accessory Buildings and Structures

Please note that the proposed code work does not change any zoning designations and they maintain the minimum lot sizes and densities of the current zones. Rather, the proposed code work removes subsections in each zone relating to accessory buildings and structures and moves them into one chapter, Chapter 7.111. Staff believes this reorganization of the accessory buildings and structures language into one chapter provides ease of implementation for Staff as well as ease of understanding for the public.

A staff report and memo describing all proposed changes is attached to this report for your review.

III. PLANNING COMMISSION RECOMMENDATION

The City of Columbia City Planning Commission voted to recommend the City Council adopt the ordinance.

IV. OPTIONS

1. Adopt the findings in ZC16-01 staff report dated October 18, 2016, 2016 and approve the proposed Ordinance outlined in Council Bill No. 16-801.
2. Adopt findings demonstrating that the ordinance does not comply with the Columbia City Municipal Code and do not adopt the Ordinance.

V. STAFF RECOMMENDATION

Staff recommends that the Council adopt the proposed Ordinance outlined in Council Bill No. 16-801 as presented.

STAFF REPORT

ZC 16-01

DATE: October 11, 2016 for the October 18, 2016 Planning Commission Meeting

REQUEST: Adopt New Development Code Chapter 7.111 Accessory Buildings and Structures and Update Development Code Chapter 7.98 Vision Clearance Areas. Planning Commission Recommendation to the City Council

APPLICANT: City of Columbia City

PROPERTY: City Wide – No specific properties

ZONING: N/A

1. EXECUTIVE SUMMARY

The attached code updates respond to the City's issues and concerns with accessory building and structure regulations and vision clearance regulations in the Columbia City Development Code. The updates provide the following:

- A new Development Code Chapter 7.111 for accessory buildings and structures containing updated standards to ensure residential character of neighborhoods are maintained; and
- A revised Development Code Chapter 7.98 for vision clearance areas, containing new standards addressing atypical right-of-ways and driveways.

Chapter 7.111 Accessory Buildings and Structures

At the February 2016 Planning Commission meeting, staff articulated problems with the code as it relates to accessory buildings and structures. (Please note that this does not include habitable buildings and structures such as accessory dwelling units, which are regulated by an entirely different section of the development code. This code update only applies to non-habitable buildings and structures.) Staff identified inconsistencies in the code as well as sections that were difficult to administer. Direction was given from the City Manager to address the issue with the Planning Commission. Initial observations of the accessory building and code regulations included:

- Regulations were found throughout many chapters of Title 7 of the Development Code, which made it difficult for staff to administer as well as difficult for the public to understand.
- Regulations were listed in Chapter 7.25, Definitions, which is problematic because definition language should only include definitions and not regulations.

- Definitions were outdated in some instances and inconsistent with State of Oregon Building Codes.
- Current standards were overly complicated to administer.
- Code standards were lacking to ensure accessory structures and buildings were of a design quality desired by the Planning Commission and community.

Highlights of the new accessory structure and building code include:

- New and updated definitions
- One entire chapter addressing accessory structures and buildings which contains the submittal requirements and approval criteria.
- A simplified approach to regulating structures depending on building footprint. Three size categories are proposed: building footprint less than 200 square feet; building footprint from 200 to 600 square feet; and building footprint over 600 square feet.
- Design standards for accessory buildings and structures to allow the residents of Columbia City the opportunity to use their property to fulfill personal objectives, as long as the use of the property is not incompatible with the land uses or character of the neighborhood. The design standards also assure the public that accessory buildings and structures do not exceed the primary use of the property

Chapter 7.98 Vision Clearance Areas

In addition, an updated Development Code Chapter 7.98, Vision Clearance Areas is provided. The standards found in this chapter were identified as inadequate to address atypical right-of-ways and driveways. This was especially true when evaluating vision clearance areas on The Stand, a street with a right-of-way width of 80 feet. The current code required staff to measure the vision clearance area from the edge of the property line and not the edge of the pavement width, which is the preferred way of administering the clear vision area. In many instances, as in The Strand, the edge of the property line does not provide the proper point for measurement. To remedy this, a small modification to Chapter 7.98 is provided, requiring the measurement to occur from the edge of pavement. New standards are also provided to require clear vision areas for driveways.

2. OVERVIEW OF THE STAFF REPORT

This staff report is organized as follows:

- Executive Summary and Overview
- Adoption Procedure and Findings
- Criteria and Findings for Adopting the Code Updates

3. ADOPTION PROCEDURE AND FINDINGS

Adopting code updates is a local legislative matter that requires findings be made in the affirmative by the City Council:

1. **7.15.020 Legislative Amendments.** Legislative amendments to this Ordinance, the acknowledged Comprehensive Plan, and the related maps shall be in accordance with the procedures and standards set forth in Chapter 7.160. A legislative application may be approved or denied.

2. Findings to Development Code Chapter 7.15.020:

- The proposed amendments were initiated by the Planning Director consistent with Section 7.160.020.A. 3.
- The Application is prepared by the City of Columbia City and addresses the Columbia City Development Code Chapter 7.160, consistent with Section 7.160.020.D.
- Findings demonstrating consistency with Section 7.160.060 are provided herein and demonstrate compliance.
- Public notice requirements were provided consistent with Section 7.160.030 and a copy of said notice is attached in the Appendix.
- The staff report requirements of Section 7.160.040 have been followed. This report provides the facts found by the Planning Director, the analysis relating to the facts and a recommendation for approval.
- The Planning Commission can find the proposed ordinance meets the public interest, because, as identified by the Planning Commission in its recommendation, the code updates respond to the City’s commitment to improve the appearance of accessory buildings and structures in neighborhoods and provide for safe streets for cars, cyclists and pedestrians. Staff will make any needed adjustments to the code as directed by the Planning Commission and City Council, prior to final adoption and enactment of the ordinance.

4. COMPLIANCE WITH APPROVAL CRITERIA

A. Section 7.160.060 provides the standards for decision making. In this matter, the Oregon Statewide Planning Goals and Existing Comprehensive Plan Provision apply.

Columbia City Accessory Buildings and Structures New Code chapter 7.111 and Code Update to 7.98 Vision Clearance Areas – Consistency with the Columbia City Comprehensive Plan and State Planning Goals		
<i>State Goal</i>	<i>Relevant City Comprehensive Plan Chapters</i>	<i>Findings of Consistency</i>
Goal 1 – Citizen Involvement	Comprehensive Plan Goal 1	<p>Columbia City has provided citizens several opportunities to participate in the code updates as follows:</p> <p>The Planning Commission meetings and work sessions were all duly noticed and allowed for public participation, starting from March 2016.</p> <p>The public can also participate at the October 18, 2016 public hearing and also at subsequent City Council hearings.</p> <p>Based on the foregoing findings, the code update is consistent with the</p>

Columbia City Accessory Buildings and Structures New Code chapter 7.111 and Code Update to 7.98 Vision Clearance Areas – Consistency with the Columbia City Comprehensive Plan and State Planning Goals

<i>State Goal</i>	<i>Relevant City Comprehensive Plan Chapters</i>	<i>Findings of Consistency</i>
		Columbia City Comprehensive Plan Chapter 1, Citizen Involvement and State Goal 1.
Goal 2 – Land Use Planning	Comprehensive Plan Goal 2	The proposed code updates retain the land use designations and zoning categories contained in the Columbia City Comprehensive Plan (no map change) and the proposed changes are consistent with those existing land use designations and zoning categories. Therefore the proposed code updates are consistent with Columbia City Comprehensive Plan Chapter 2, Land Use and State Goal 2.
Goal 3 – Agricultural Lands	Comprehensive Plan Goal 3 Agricultural Lands	The proposed code updates do not contain regulations that pertain to agricultural lands.
Goal 4 – Forest Lands	Comprehensive Plan Goal 4 Forest Lands	The proposed code updates do not contain regulations that pertain to forest lands.
Goal 5 – Scenic, Historic, and Natural Resources	Comprehensive Plan Goal 5 Scenic, Historic, and Natural Resources	The proposed code updates do not contain any new regulations pertaining to historic or natural resources; nor do they change any designations that currently apply to properties.
Goal 6 – Air, Water and Land Resources	Comprehensive Plan Goal 6 Air, Water and Land Resources	The proposed code updates do not contain any new regulations pertaining to air, water or land resources; nor do they change any designations that currently apply to properties.
Goal 7 – Natural Hazards	Comprehensive Plan Chapter 7 – Areas Subject to Natural Disasters and Hazards	The proposed code updates do not contain any new regulations pertaining to historic or natural resources; nor do they change any designations that currently apply to properties.
Goal 8 – Parks and Recreation	Goal 8 – Recreation	The proposed code updates do not contain any new regulations pertaining to recreation; nor do they change any designations that currently apply to properties.
Goal 9 – Economy	Comprehensive Plan Goal 9 – Economics	The proposed code changes do not include changes to the zoning map and

Columbia City Accessory Buildings and Structures New Code chapter 7.111 and Code Update to 7.98 Vision Clearance Areas – Consistency with the Columbia City Comprehensive Plan and State Planning Goals

<i>State Goal</i>	<i>Relevant City Comprehensive Plan Chapters</i>	<i>Findings of Consistency</i>
		<p>therefore does not impact existing industrial land.</p> <p>The proposed code updates do not contain any new regulations pertaining to the economy of the City.</p>
Goal 10 – Housing	Comprehensive Plan Goal 10 -- Housing	<p>Chapter 10, Housing and State Goal 10 requires the City to develop policies and regulations that ensure the community’s housing needs can be met through appropriate zoning, permitted housing types, lot sizes, densities, and clear and objective approval criteria. The proposed code updates do not change any zoning designations and they maintain the minimum lot sizes and densities of the current ordinance.</p>
Goal 11 – Public Facilities	Comprehensive Plan Goal 11 – Public Facilities and Services	<p>Goal 11 requires cities plan for adequate public facilities at urban levels of services.</p> <p>The proposed code updates do not contain any new regulations pertaining to public facilities and services; nor do they change any designations that currently apply to properties.</p>
Goal 12 – Transportation	Comprehensive Plan Goal 12 – Transportation	<p>The Columbia City Transportation System Plan (TSP) and Zoning Code address local transportation needs and complies with current State planning requirements.</p> <p>The code update regarding clear vision areas strengthens the Columbia City Design Standards by proposing new vision clearance area requirements. The new requirements provide for safer streets in the City.</p> <p>Based on the foregoing findings, the proposed code updates are consistent with Comprehensive Plan Chapter 12 – Transportation and State Goal 12.</p>

Columbia City Accessory Buildings and Structures New Code chapter 7.111 and Code Update to 7.98 Vision Clearance Areas – Consistency with the Columbia City Comprehensive Plan and State Planning Goals

<i>State Goal</i>	<i>Relevant City Comprehensive Plan Chapters</i>	<i>Findings of Consistency</i>
Goal 13 – Energy Conservation	Comprehensive Plan Goal 13 – Energy	Goal 13 provides general guidance toward energy conservation and does not apply directly to the proposed code updates.
Goal 14 – Urbanization	Comprehensive Plan Goal 14 – Urbanization	Goal 14 does not apply directly to the proposed code updates. Indirectly, the updates provide for orderly development in Columbia City.

B. City of Columbia City Zoning Code Requirements

The Standards for the Decision (Section 7.160.060) are as follows:

A. The recommendation by the Planning Commission and the decision by the Council shall be based on consideration of the following factors:

1. Any applicable statewide planning goals and guidelines adopted under Oregon Revised Statutes Chapter 197;

Finding: The proposed code updates have demonstrated consistency with the applicable statewide planning goals and guidelines as found in the table, above. This section is met.

2. Any federal or state statutes or rules found applicable;

Finding: No federal or state statutes other than ORS 197 are found to apply.

3. The applicable Comprehensive Plan policies and map; and

Finding: The 2013 Columbia City Comprehensive Plan provides statements regarding attractive residential districts (Goal for single-family residential R-1 designation). The code updates regarding accessory structures are intended to maintain neighborhood integrity and preserve the existing residential character by encouraging compatible land uses. They also provide the residents of Columbia City the opportunity to use their property to enhance or fulfill personal objectives, as long as the use of the property is not incompatible with the land uses or character of the neighborhood. And lastly, they also assure the public that accessory buildings and structures do not exceed the primary use of the property.

The vision clearance updates ensures visibility for vehicular, bicycle and pedestrian traffic at the intersection of streets and driveways. They support the Comprehensive Plan policies providing for a safe overall transportation system in Columbia City.

This section is met.

4. The applicable provisions of the implementing ordinances.

Finding: No other implementing ordinances are impacted by the code changes. This section is met.

5. **CONCLUSION AND RECOMMENDATION**

Staff recommends the Planning Commission make a motion to recommend approval of the code updates and send the recommendation to the City Council for approval.

PLANNING COMMISSION ACTION

After hearing the presentation and any public testimony, including any rebuttal, the Planning Commission will close the hearing and deliberate. The Commission has three options: Based on the relevant criteria, you may approve or deny the application, or approve it with modifications. The following motion is suggested:

“I move to recommend approval of ZC 16-01 to the Columbia City City Council, based on the findings contained in the staff report [as amended].”

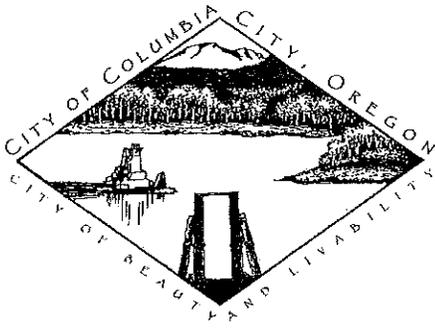
The staff report may be amended during the course of the hearing. A motion to approve should itemize any modified or additional conditions of approval.

Respectfully submitted this 18th day of October, 2016:

Stacey Goldstein, Contract Planner, City of Columbia City

APPENDIXES:

PUBLIC NOTICE
MEMO DATED 10/12/16 FROM HELEN JOHNSON



PO Box 189 ♦ 1840 Second Street
Columbia City, Oregon 97018
Phone (503) 397-4010
E-mail hjohnson@columbia-city.org
Web site www.columbia-city.org

MEMO

DATE: 10/14/16, *Revised 10/24/16*

TO: Columbia City Planning Commission

CC: Leahnette Rivers, Stacey Goldstein

FROM: Helen Johnson

RE: 2016 Development Code Update

The following are possible legislative development code changes for your consideration and discussion at the upcoming Planning Commission meeting.

Chapter 7.25 Definitions

1. Correct Definition of Accessory Building

"Accessory building" means a detached subordinate building, other than accessory dwelling units, the use of which is clearly incidental to that of the existing principal building and is located on the same lot with the principal building. ~~Each building must have its own 3-foot yard; thus, 6 feet must be maintained between all buildings. Accessory buildings shall be similar in appearance to the principal building and shall not be of pole barn type appearance or made of corrugated material. See also "BUILDING".~~

2. Add Definition of Accessory Structure

"Accessory structure" means a detached subordinate structure, other than accessory dwelling units, the use of which is clearly incidental to that of the existing principal building and is located on the same lot with the principal building. See also "STRUCTURE".

3. Correct Definition of Building

"Building" means any structure greater than two hundred (200) square feet or ten (10) feet in height, having a roof supported by columns or walls, attached to a permanent foundation, and intended for the shelter, housing, protection or enclosure of any individual, animal, process, equipment, foods or materials of any kind or nature.

4. Correct Definition of Building Lines

"Building Lines" means a line that coincides with any side of the principal of a building excluding chase, chimney, cantilever, or eaves **ordinary building projections, such as eaves, cornices, awnings, chimneys, flues and heating and cooling units.** Porches, but not steps and any other attached appurtenances, shall be included as part of the main building. See also "DECKS."

5. Correct Definition of Portable Storage Structures

"Portable Storage Structure" means a commercially manufactured structure for the purpose of storage that is no greater than 200 square feet in area, no greater than ~~42~~ **10'** in height, supported by poles, covered by a vinyl or canvas roof and not attached to a permanent foundation. The sides of the structure may be open or may be covered in the same material as the roof. [As amended by Ordinance No. 04-600-O 12/5/04]

6. Correct Definition of Vision Clearance Area **revised 10/24/2016**

~~"Visual Clearance Area" means a triangular area on a lot at the intersection of two streets or a street and an alley or railroad, two sides of which are lot lines measured from the corner intersection of the lot lines to a distance of thirty feet. The third side of the triangle is a line across the corner of the lot adjoining the ends of the other two sides. Where the lot lines at intersections have rounded corners, the lot lines will be extended in a straight line to a point of intersection. The visual clearance area shall not contain visual obstructions. [As amended by Ordinance No. 04-600-O 12/5/04]~~ **those areas near intersections of roadways and motor vehicle access points where a clear field of vision is necessary for public safety.**

Chapter 7.40 R-1 Low Density Residential Zone

1. Change 7.40.020.H.

H. Accessory buildings **and structures** as defined in Chapter 7.25 and **subject to Chapter 7.111**; located in the rear or side yard.

2. Change 7.40.040.C.2.

C. The minimum setback requirements are as follows:

2. The side setbacks for all structures shall be a minimum of eight (8) feet., **except:**

a. Accessory buildings and structures with a footprint less than 200 square feet, shall be a minimum of five (5) feet.

b. One (1) accessory building or structure with a footprint between 200 square feet and 600 square feet, shall be a minimum of five (5) feet.

3. Change 7.40.040.C.5.

C. The minimum setback requirements are as follows:

5. The minimum rear setback for an accessory building shall be ~~three (3)~~ **five (5)** feet, except:
4. Change 7.40.040.C.6.
- C. The minimum setback requirements are as follows:
 6. The setback from the public right-of-way to the point of vehicular access for any garage, carport or other structure used for vehicle storage shall be a minimum of twenty (20) feet, except:
 - a. Adjacent to an alley right of way, where the point of vehicular access shall be no less than ~~three (3)~~ **five (5)** feet from the alley right-of-way;
5. Delete 7.40.040.E.

~~E. Accessory buildings shall be similar in appearance to the principal building and shall not be of pole barn type appearance or made of corrugated material. No accessory building shall exceed 1,000 square feet.~~
6. Delete 7.40.040.L.

~~L. Side and rear setbacks are not applicable to portable storage structures, except any local, collector or arterial street side setback shall be a minimum of ten (10) feet. [As amended by Ordinance No. 04-600-O 12/5/04]~~

Chapter 7.45 R-2 Moderate Density Residential Zone

1. Change 7.45.020.J.
- J. Accessory buildings **and structures** as defined in Chapter 7.25 and **subject to Chapter 7.111**; ~~located in the rear or side yard.~~
2. Change 7.45.040.C.2.
- C. The minimum setback requirements are as follows:
 2. The side setbacks for all structures shall be a minimum of eight (8) feet, **except:**
 - a. Accessory buildings and structures with a footprint less than 200 square feet, shall be a minimum of five (5) feet.**
 - b. One (1) accessory building or structure with a footprint between 200 square feet and 600 square feet, shall be a minimum of five (5) feet.**
3. Change 7.45.040.C.5.
- C. The minimum setback requirements are as follows:
 5. The minimum rear setback for an accessory building shall be ~~three (3)~~ **five (5)**

feet, except:

4. Change 7.45.040.C.6.

C. The minimum setback requirements are as follows:

6. The setback from the public right-of-way to the point of vehicular access for any garage, carport or other structure used for vehicle storage shall be a minimum of twenty (20) feet, except:

a. Adjacent to an alley right of way, where the point of vehicular access shall be no less than ~~three (3)~~ **five (5)** feet from the alley right-of-way;

5. Delete 7.45.040.D.

~~D. The setback from the public right-of-way to the point of vehicular access for any garage, carport or other structure used for vehicle storage shall be a minimum of twenty (20) feet, except in the case of an alley where a detached garage or carport may be located no less than three (3) feet from the alley right-of-way and an attached garage may be located no less than eight (8) feet from the alley right-of-way.~~

6. Delete 7.45.040.F.

~~E. Accessory buildings shall be similar in appearance to the principal building and shall not be of pole barn type appearance or made of corrugated material. No accessory building shall exceed 1,000 square feet.~~

7. Delete 7.45.040.L.

~~L. Side and rear setbacks are not applicable to portable storage structures, except any local, collector or arterial street side setback shall be a minimum of ten (10) feet. [As amended by Ordinance No. 04-600 O 12/5/04]~~

Chapter 7.50 R-3 High Density Residential Zone

1. Change 7.50.020.I.

1. Accessory buildings **and structures as defined in Chapter 7.25 and subject to Chapter 7.111**; located in the rear or side yard.

2. Change 7.50.040.B.2-4.

B. The minimum setback requirements are as follows:

2. The side setbacks for all structures except townhouses, shall be a minimum of six (6) feet., **except:**

a. Accessory buildings and structures with a footprint less than 200 square feet, shall be a minimum of five (5) feet.

b. One (1) accessory building or structure with a footprint between 200 square feet and 600 square feet, shall be a minimum of five (5) feet.

Any street side setback shall be a minimum of ten (10) feet.

3. The rear setback shall be a minimum of fifteen (15) feet. The minimum rear setback for an accessory building shall be ~~three (3)~~ **five (5)** feet.
4. The setback from the public right-of-way to the point of vehicular access for any garage, carport or other structure used for vehicle storage shall be a minimum of twenty (20) feet, except in the case of an alley where a detached garage or carport may be located no less than ~~three (3)~~ **five (5)** feet from the alley right-of-way, and an attached garage may be located no less than eight (8) feet from the alley right-of-way. [As amended by Ordinance No. 03-589-O 9/19/03]Delete 7.45.040.D.

3. Delete 7.50.040.D.

~~D. Accessory buildings shall be similar in appearance to the principal building and shall not be of pole barn type appearance or made of corrugated material. No accessory building shall exceed 1,000 square feet.~~

4. Delete 7.50.040.K.

~~K. Side and rear setbacks are not applicable to portable storage structures, except any local, collector or arterial street side setback shall be a minimum of ten (10) feet. [As amended by Ordinance No. 04-600-O 12/5/04]~~

Chapter 7.55 MHP Manufactured Home Park Zone

1. Change 7.55.020.G.

~~G. Accessory structures and buildings, less than 120 square feet as defined in Chapter 7.25 and subject to Chapter 7.111 and used for storage purposes only, when located in side or rear yards of approved manufactured home parks.~~

Chapter 7.98 Visual Clearance Areas

1. Change 7.98.020

7.98.020 Applicability of Provisions. The provisions of this Chapter shall apply to all street intersections not regulated by traffic signals, and to intersections of a street and a railroad **and to residential and commercial driveway access.**

2. Change 7.98.030

- A. At any corner formed by the intersection of non-signalized streets or a street and a railroad, it shall be unlawful to obstruct the view within that triangular area between the ~~property line~~ **edge of the pavement** and a diagonal line joining points on the ~~property lines~~ **edge of the pavement** at a distance of thirty (30) feet from their intersection. In the case of rounded corners, the triangular areas shall be between the ~~lot lines~~ extended in a straight line to a point of intersection and so measured and a third side which is a line

across the corner of the lot joining the non-intersection ends of the other two sides. This triangular area is the visual clearance area.

- B. Within the visual clearance area, there shall be no vehicle, recreational vehicle, watercraft, parts designed to be affixed to a vehicle of any type, hedge, planting, fence, wall structure, or temporary or permanent obstruction (except for an occasional utility pole or tree), exceeding 36" **three (3) feet** in height, measured from the top of the curb, or where no curb exists, from the street center line grade, except that trees exceeding this height may be located in this area, provided all branches below eight feet as measured from the pavement, are removed. [As amended by Ordinance No. 03-589-O 9/19/03]
 - C. Where the crest of a hill or vertical curve conditions contribute to the obstruction of clear vision areas at a street or driveway intersection **items including but not limited to** hedges, plantings, fences, walls, wall structures and temporary or permanent obstructions shall be further reduced in height or eliminated to comply with the intent of the required clear vision area.
3. Add 798.030 D-E
- D. **Driveways serving single-family and two-family uses, including flag lots, shall have a vision clearance area on each side of the driveway. The vision clearance area shall have ten (10) foot legs along each side of the driveway, and ten (10) foot legs along the intersecting street or alley.**
 - E. **Driveways serving uses other than single-family and two-family uses shall have a vision clearance area on each side of the driveway. The vision clearance area shall have ten (10) foot long legs along each side of the driveway and thirty (30) foot legs along the intersecting street.**

Add Chapter 7.111 Accessory Buildings and Structures

7.111.010 Purpose. It is the purpose of this Chapter to provide the minimum standards for accessory buildings and structures within Columbia City.

7.111.020 Applicability of Provisions. Accessory buildings and structures shall comply with all requirements of this chapter.

7.111.030 Application Submittal Requirements.

The following information shall be submitted on a site plan either 8 ½" x 11" or 11" x 17" and accurately drawn to scale:

1. The applicant's and property owner's contact information
2. The Columbia County Tax Map and Tax Lot Number
3. The Zoning Designation
4. All property lines and dimensions
5. All existing structures, decks and paving
6. Proposed structures, including building materials and colors
7. Distances of building footprint(s) set back from property lines

8. Lot coverage calculations
9. Building elevations, including height dimensions

7.111.040 Approval Standards.

Accessory buildings, structures and uses shall comply with all requirements of this chapter.

- A. **Footprint Less Than 200 Square Feet:** An accessory building or structure with a footprint less than 200 square feet may be approved by the City Planner provided the following are met:
 1. The structure is located behind the front building line of the primary building;
 2. The structure does not exceed a height of ten (10) feet, (measured from the average grade on the front of the structure to the midpoint of the roof) consistent with the 2014 State of Oregon Structural Specialty Code measurements;
 3. The interior side and rear yard setbacks shall be five (5) feet for an accessory structure and its projections, provided:
 - a. It is detached and separated from other buildings or structures by at least six (6) feet;
 4. The front of garages, carports or any other building or structure used for vehicle storage shall be located a minimum of twenty (20) feet from the property line where access occurs, except:
 - a. Adjacent to an alley right of way, where the point of vehicular access shall be no less than five (5) feet from the alley right-of-way;
 - b. Adjacent to an eighty (80) foot wide local street, public right of way, where the point of vehicular access shall be no less than ten (10) feet from the public right of way;
 - c. Where a primary residence existing on or before May 17, 1978 is being attached to a detached garage existing on or before May 17, 1978, no additional setback shall be required;
 5. The lot coverage of all buildings, structures and paving on the site shall not exceed 50%, except R-3 zoning is 70%.
- B. **Footprint from 200 to 600 Square Feet:** An accessory building or structure with a footprint from 200 to 600 square feet may be approved by the City Planner provided the following are met:
 1. The structure is located behind the front building line of the primary building;

2. The structure does not exceed the height of fourteen (14) feet (measured from the average grade on the front of the structure to the midpoint of the roof) consistent with the 2014 State of Oregon Structural Specialty Code measurements;
 3. The interior side and rear yard setbacks shall be five (5) feet for one (1) accessory structure and its projections, provided:
 - a. It is detached and separated from other buildings or structures by at least six (6) feet;
 4. The front of garages, carports or any other building or structure used for vehicle storage shall be located a minimum of twenty (20) feet from the property line where access occurs, except:
 - a. Adjacent to an alley right of way, where the point of vehicular access shall be no less than five (5) feet from the alley right-of-way;
 - b. Adjacent to an eighty (80) foot wide local street, public right of way, where the point of vehicular access shall be no less than ten (10) feet from the public right of way;
 - c. Where a primary residence existing on or before May 17, 1978 is being attached to a detached garage existing on or before May 17, 1978, no additional setback shall be required;
 5. The lot coverage of all buildings, structures and paving on the site shall not exceed 50%, except R-3 zoning is 70%;
 6. The structure is compatible with, and constructed of, similar exterior building materials and same color as the primary building;
 7. The applicant applies for all required building permits.
- C. Footprint Over 600 Square Feet: One (1) accessory structure with a footprint in excess of six hundred (600) square feet may be approved by the City Planner provided the following are met:
1. The structure is located behind the front building line of the primary building;
 2. The building does not exceed the height of twenty-four (24) feet (measured from the average grade on the front of the structure to the midpoint of the roof) consistent with the 2014 State of Oregon Structural Specialty Code measurements or the height of the primary building;
 3. The building meets the minimum required setbacks of the zoning district in which it is located;
 4. The front of garages, carports or any other building or structure used for

vehicle storage shall be located a minimum of twenty (20) feet from the property line where access occurs, except:

- a. Adjacent to an alley right of way, where the point of vehicular access shall be no less than five (5) feet from the alley right-of-way;
 - b. Adjacent to an eighty (80) foot wide local street, public right of way, where the point of vehicular access shall be no less than ten (10) feet from the public right of way;
 - c. Where a primary residence existing on or before May 17, 1978 is being attached to a detached garage existing on or before May 17, 1978, no additional setback shall be required;
5. The lot coverage of all buildings, structures and paving on the site shall not exceed 50%, except R-3 zoning is 70%;
 6. The structure is compatible with, and constructed of, similar exterior building materials and same color of the primary building;
 7. The applicant applies for all required building permits;
 8. The accessory building footprint may not exceed 50% of the primary structure building footprint, or 800 square feet, whichever is greater;

D. Membrane or Fabric Covered Storage Buildings or Structures:

1. Membrane or fabric covered storage buildings or structures areas are not permitted in the City of Columbia City as of the (date of this ordinance).
2. Exceptions to this section may be made by the City Administrator for temporary storage of materials as long as the membrane or fabric covered storage building or structures is removed within thirty (30) days and is not seen as a nuisance to the City. Membrane or fabric covered storage buildings and structures must be installed per manufacturers standards.

City Council Meeting Minutes

THURSDAY, OCTOBER 20, 2016

CITY HALL COUNCIL CHAMBERS

CITY OF COLUMBIA CITY, COLUMBIA COUNTY, OREGON

AGENDA ITEM 1 **CALL TO ORDER/ROLL CALL:**

CONVENED:

Mayor Young called the regular meeting to order at 6:00 p.m. and led the flag salute.

COUNCIL MEMBERS PRESENT:

Mayor Cheryl A. Young
Council President Sally Ann Marson
Councilor Nell Harrison
Councilor Gordon Thistle

COUNCIL MEMBERS ABSENT:

Councilor Josh Fromm

ALSO PRESENT:

Michael S. McGlothlin, Chief of Police
Leahnette Rivers, City Administrator/Recorder

ATTORNEY PRESENT:

None

A quorum was present and due notice had been published.

AGENDA ITEM 2 **PUBLIC HEARINGS:**

None

AGENDA ITEM 3 **CITIZEN INPUT:**

None

AGENDA ITEM 4 **COUNCIL REPORTS:**

4.1 Parks Committee: Chair Marson said the report is in the recent set of meeting minutes.

4.2 Water and Sewer Committee: No report.

4.3 Street Committee: Leahnette said the Sixth and K Street storm system project is underway.

Chair Marson said the crew did a great job preparing the storm system for the recent storm.

4.4 Audit Committee: Secretary Harrison said the Committee recently met and the report is in the minutes.

4.5 Hazard Mitigation Planning Group: In the absence of Councilor Fromm, Chief McGlothlin said the next meeting will be held on Monday, October 24th at 6 p.m.

4.6 Other Reports: None.

AGENDA ITEM 5 CONSENT AGENDA:

- 5.1 Minutes of the Regular City Council Meeting on October 6, 2016.**
- 5.2 Financial reports for the month ending September 30, 2016.**
- 5.3 Investment and cash balance summary for the quarter ending September 30, 2016.**
- 5.4 Activities report from the Chief of Police.**
- 5.5 Activities report of the Public Works Superintendent.**
- 5.6 Activities report from the City Administrator.**

MOVED (THISTLE), SECONDED (MARSON) AND CARRIED UNANIMOUSLY TO APPROVE THE CONSENT AGENDA AS AMENDED.

AGENDA ITEM 6 UNFINISHED BUISNESS:

None.

AGENDA ITEM 7 NEW BUSINESS:

7.1 Council Bill No. 16-797; Resolution No. 16-1177-R: A Resolution authorizing a transfer of appropriations within the General Fund during the fiscal year beginning July 1, 2016.

MOVED (HARRISON), SECONDED (THISTLE) AND CARRIED UNANIMOUSLY TO ADOPT COUNCIL BILL NO. 16-797.

7.2 Grant Contract: Safe Drinking Water Revolving Loan Fund Grant Contract for Source Water Protection between the State of Oregon Infrastructure Finance Authority and the City of Columbia City.

MOVED (MARSON), SECONDED (HARRISON) AND CARRIED UNANIMOUSLY TO APPROVE THE CONTRACT.

7.3 Utility Worker position: Recommendation from the City Administrator to replace the seasonal Utility Worker position with a full-time Utility Worker position.

The Council reviewed a memo dated August 5, 2016 from the City Administrator recommending the seasonal Utility Worker position (0.50 FTEs) be replaced with a full-time Utility Worker position.

MOVED (HARRISON), SECONDED (THISTLE) AND CARRIED UNANIMOUSLY TO APPROVE THE RECOMMENDATION TO REPLACE THE SEASONAL UTILITY WORKER POSITION WITH A FULL-TIME UTILITY WORKER POSITION.

7.4 First reading of Council Bill No. 16-799: An Ordinance granting a franchise to CenturyTel of Oregon D/B/A CenturyLink on behalf of itself and its operating affiliates ("CenturyLink") to operate and maintain a telecommunications system ("the System") in the City of Columbia City, Oregon ("the City").

The Council completed the first reading of Council Bill No. 16-799.

7.5 Clean Water State Revolving Fund Program loan application: Oregon Department of Environmental Quality Clean Water State Revolving Fund Program request for loan in the amount of \$476,000 for sewer system improvements.

Leahnette explained that the current terms of the loan are 20 years at 1.6% interest plus a 0.5% annual fee. She said the funds would be used to abandon or replace 16 septic tanks, add 10 manholes, and upsize 1,550 feet of small diameter sewer main to accommodate solids.

MOVED (THISTLE), SECONDED (MARSON) AND CARRIED UNANIMOUSLY TO AUTHORIZE SIGNATURE TO THE POINT SOURCE PROJECT APPLICATION REQUESTING A LOAN IN THE AMOUNT OF \$476,000 FROM THE CLEAN WATER STATE REVOLVING FUND PROGRAM.

7.6 Backflow Inspection Work Proposal and Contract: Review proposals received for Backflow Inspection Work and Award a Contract:

The Council reviewed proposals for backflow inspection work received from Molico Inc. (dba PM Backflow) and Olson LLC, and considered a recommendation from the review committee to award the contract to Olson LLC.

MOVED (HARRISON), SECONDED (MARSON) AND CARRIED UNANIMOUSLY TO AWARD THE CONTRACT TO OLSON LLC.

AGENDA ITEM 8 OTHER BUSINESS:

None

AGENDA ITEM 9 ADJOURNMENT:

There being no further business to come before the Council, the meeting adjourned at 6:16 p.m.

APPROVED:

Cheryl A. Young
Mayor

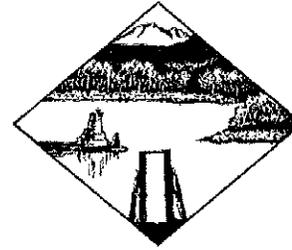
ATTEST:

Leahnette Rivers
City Administrator/Recorder

Bank Reconciliation

Checks by Date

User: Trivers
 Printed: 10/28/2016 - 12:30PM
 Cleared and Not Cleared Checks



City of Columbia City
 PO Box 189
 1840 Second Street
 Columbia City, OR 97018
 (503) 397-4010

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
7202015		ASI FLEX		AP		258.33
83120166		ASI FLEX		AP		262.50
19797	10/5/2016	ALEXIN ANALYTICAL LABORATOI		AP		48.00
19798	10/5/2016	ALEXANDER BUBAR		AP		42.76
19799	10/5/2016	CENTRO PRINT SOLUTIONS		AP		81.95
19800	10/5/2016	CITY OF COLUMBIA CITY		AP		6.12
19801	10/5/2016	COLUMBIA CO DEPT OF JUSTICE		AP		650.00
19802	10/5/2016	COLUMBIA CO TREASURER		AP		80.00
19803	10/5/2016	COMCAST CABLE		AP		259.51
19804	10/5/2016	COMCAST CABLE		AP		143.29
19805	10/5/2016	COUNTRY MEDIA, INC.		AP		81.00
19806	10/5/2016	DAHLGREN'S DO IT BEST BUILDEI		AP		120.96
19807	10/5/2016	KAELINNE DANIEL		AP		205.00
19808	10/5/2016	HD SUPPLY WATERWORKS, LTD.		AP		9,982.80
19809	10/5/2016	IWORQ SYSTEMS, INC.		AP		2,256.00
19810	10/5/2016	HELEN JOHNSON		AP		225.62
19811	10/5/2016	LOWER COLUMBIA ENGINEERING		AP		454.75
19812	10/5/2016	LAURA MARKHAM		AP		39.31
19813	10/5/2016	OR DEPT OF REVENUE		AP		225.00
19814	10/5/2016	STEPHEN D. PETERSEN		AP		75.00
19815	10/5/2016	PETTY CASH		AP		46.98
19816	10/5/2016	LEAHNETTE RIVERS		AP		49.91
19817	10/5/2016	ROSS & LAWRENCE UNION OIL CC		AP		126.49
19817	10/5/2016	ROSS & LAWRENCE UNION OIL CC		AP		246.63
19818	10/5/2016	ST. HELENS SCHOOL DISTRICT		AP		9,081.61
19819	10/5/2016	SIEGEL PLANNING SERVICES LLC		AP		114.25
19820	10/5/2016	CITY OF ST HELENS		AP		6,883.31
19821	10/5/2016	CITY OF ST. HELENS		AP		1,068.75
19822	10/5/2016	CHERYL YOUNG		AP		81.70
19823	10/5/2016	CITY OF ST HELENS		AP		3,738.00
10012016	10/5/2016	ASI FLEX		AP		7.50
10012017	10/5/2016	FEDERAL GOVERNMENT		AP		12,558.90
10012018	10/5/2016	OR DEPT OF REVENUE		AP		2,889.41
10012019	10/5/2016	OR PERS		AP		8,481.16
19824	10/17/2016	K RESTORATION LLC		AP		8,099.70
19825	10/17/2016	MACADAM ALUMINUM & BRONZI		AP		945.00
19826	10/17/2016	THE ESTATE OF LEWIS CASTRO		AP		95.56
19827	10/17/2016	ANN WRUCKE		AP		147.40
19828	10/17/2016	RICH BAILEY CONSTRUCTION		AP		103.68
19829	10/17/2016	BEAVER BARK, INC		AP		529.00
19830	10/17/2016	HUDSON PORTABLE TOILET SERV.		AP		390.62
19831	10/17/2016	DANA MARBLE		AP		83.70
19832	10/17/2016	OLSON LLC		AP		600.00
19833	10/17/2016	ONE CALL CONCEPTS, INC		AP		25.08
19834	10/17/2016	OPUS INTERACTIVE		AP		30.00
19835	10/17/2016	RICOH USA, INC.		AP		181.07

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
19836	10/17/2016	LES SCHWAB, INC.		AP		56.25
19837	10/17/2016	ARTHUR E. SHERWOOD		AP		225.00
19838	10/17/2016	SUNSET AUTO PARTS, INC.		AP		515.56
19839	10/17/2016	TRAFFIC SAFETY SUPPLY CO INC		AP		43.43
19840	10/17/2016	UTILIZE I.T., INC.		AP		200.00
19841	10/17/2016	VERIZON WIRELESS		AP		343.90
19842	10/17/2016	WATKINS TRACTOR		AP		769.99
19843	10/19/2016	THE ESTATE OF LEWIS CASTRO		AP		15.17
19844	10/19/2016	RANDALL VONALLMEN		AP		6.50
10212016	10/21/2016	OR DEPT OF REVENUE		AP		283.34
19845	10/24/2016	ACE HARDWARE - WEST		AP		741.56
19846	10/24/2016	ALL N ONE ASPHALT SWEEPING		AP		900.00
19847	10/24/2016	BANK OF THE WEST		AP		1,660.59
19848	10/24/2016	BOLI		AP		35.00
19849	10/24/2016	CASCADE COLUMBIA DISTRIBUTI		AP		4,669.00
19850	10/24/2016	CIS TRUST		AP		17.17
19851	10/24/2016	COLUMBIA RIVER PUD		AP		14,231.17
19852	10/24/2016	SPENCER JAY DESCHAMPS		AP		395.00
19853	10/24/2016	HAMER ELECTRIC, INC.		AP		218.18
19854	10/24/2016	KOLDKIST		AP		27.00
19855	10/24/2016	NW NATURAL GAS		AP		66.94
19856	10/24/2016	QUILL CORPORATION		AP		169.17
19857	10/24/2016	ST HELENS-SCAP SEPTIC TANK SE		AP		2,550.00
19858	10/24/2016	TRAFFIC SAFETY SUPPLY CO INC		AP		111.91
19859	10/24/2016	USA BLUEBOOK		AP		471.08
19860	10/25/2016	BRAD AXTELL		AP		55.34
19861	10/25/2016	COLUMBIA COUNTY JUSTICE COU		AP		110.00
19862	10/25/2016	HAMER ELECTRIC, INC.		AP		2,260.46
19863	10/25/2016	HELEN JOHNSON		AP		66.60
19864	10/25/2016	CITY OF RAINIER		AP		131.85
19865	10/25/2016	ROSS & LAWRENCE UNION OIL CC		AP		262.53
19865	10/25/2016	ROSS & LAWRENCE UNION OIL CC		AP		7.99
19865	10/25/2016	ROSS & LAWRENCE UNION OIL CC		AP		151.84
1112016	10/28/2016	ASI FLEX		AP		7.50
1112017	10/28/2016	FEDERAL GOVERNMENT		AP		12,355.84
1112018	10/28/2016	OR DEPT OF REVENUE		AP		2,892.45
1112019	10/28/2016	OR PERS		AP		8,158.00
10312016	10/28/2016	ASI FLEX		AP		262.50
19866	10/31/2016	ROBERT GREISEN		PR		1,932.75
19867	10/31/2016	LAURA MARKHAM		PR		657.03
19868	10/31/2016	HRA VEBA TRUST		AP		1,120.00
19869	10/31/2016	PACIFIC ATHLETIC CLUB		AP		60.00
19870	10/31/2016	UNITED WAY of COLUMBIA COUN		AP		10.00

Total Check Count: 89

Total Check Amount: 131,328.90

ORDINANCE NO. _____

AN ORDINANCE GRANTING A FRANCHISE TO CENTURYTEL OF OREGON D/B/A CENTURYLINK ON BEHALF OF ITSELF AND ITS OPERATING AFFILIATES ("CENTURYLINK") TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM ("THE SYSTEM") IN THE CITY OF COLUMBIA CITY, OREGON ("THE CITY").

The City of Columbia City ordains as follows:

The City hereby ordains that it is in the public interest to grant CenturyLink a Franchise to operate the System pursuant to the terms and conditions contained herein.

SECTION 1. Grant of Franchise. The City hereby grants to CenturyLink the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its cables and related appurtenances ("Facilities") in, under, along, over and across the present and future streets, alleys and public ways of the City ("Public Ways"), for the purpose of providing telecommunication services to the City's inhabitants.

SECTION 2. Acceptance by CenturyLink. Within sixty (60) days after the passage of this Ordinance by the City, CenturyLink shall file an unqualified written acceptance thereof with the City Recorder; otherwise the Ordinance and the rights granted herein shall be null and void.

SECTION 3. Term. The Term of this Franchise is five (5) years commencing on the date of Acceptance by CenturyLink as set forth in Section 2, above.

SECTION 4. Franchise Fee. From and after the date of CenturyLink's Acceptance of this Ordinance and until its expiration, CenturyLink will pay the City seven percent (7%) of CenturyLink's local exchange access service Gross Revenue (as defined in ORS §§221.515 and 403.105). Payment shall be made annually within sixty (60) days after the end of the calendar year during the Term of this Franchise. Such payment made by CenturyLink shall include a sworn statement from the Chief Financial Officer or his/her designee setting forth the amount and the calculation of the payment. The statement shall detail the gross revenue subject to tax. Such payment made by CenturyLink will be accepted by the City of Columbia City in payment of any license, privilege or occupation or tax or fee for revenue or regulation, franchise fee, or any permit or inspection fees or similar charges for street openings, installations, construction or for any other purpose now or hereafter, or other forms of excise or revenue taxes based upon or measured by revenues, employees, payroll, property, facilities or equipment of CenturyLink to be imposed by the City of Columbia City upon CenturyLink during the term of this Franchise.

SECTION 5. Records Inspection. CenturyLink shall make available to the City, upon reasonable advance written notice of no less than sixty (60) days, such information

pertinent only to enforcing the terms of this Ordinance in such form and at such times as CenturyLink can reasonably make available. Subject to applicable laws, any information that is provided to the City and/or that the City reviews *in camera* is confidential and proprietary and shall not be disclosed or used for any purpose other than verifying compliance with the terms of this Ordinance. Any such information provided to the City shall be immediately returned to CenturyLink following review. The City will not make copies of such information.

SECTION 6. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive, and the City reserves the right to use the Public Ways for itself or any other entity. The City's use, however, shall not unreasonably interfere with CenturyLink's Facilities or the rights granted CenturyLink herein.

SECTION 7. City Regulatory Authority. The City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties consistent with applicable federal and state law. The City agrees to promptly notify CenturyLink of any such changes potentially applicable to this Franchise.

SECTION 8. Indemnification. The City shall not be liable for any property damage or loss or injury to or death of any person that occurs in the construction, operation or maintenance by CenturyLink of its Facilities. CenturyLink shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind only to the extent caused by CenturyLink's use of the Public Ways. The City shall: (a) give prompt written notice to CenturyLink of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) permit CenturyLink to assume the defense of such claim, demand, or lien. CenturyLink shall not be subject to liability for any settlement made without its consent.

SECTION 9. Insurance Requirements. CenturyLink will maintain in full force and effect for the Term of the Franchise, at CenturyLink's expense, a comprehensive liability insurance policy written by a company authorized to do business in the State of Wyoming, or will provide self-insurance reasonably satisfactory to the City, protecting it against liability for loss, personal injury and property damage occasioned by the operation of the System by CenturyLink. Such insurance will be in an amount not less than \$1,000,000.00. CenturyLink will also maintain Worker's Compensation coverage throughout the term of this Franchise as required by law. Evidence in the form of a certificate of insurance or such self-insurance will be provided to the City upon request.

SECTION 10. Annexation. When any territory is approved for annexation to the City, the City shall within ten (10) business days provide by certified mail to CenturyLink: (a) each site address to be annexed as recorded on City assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation.

SECTION 11. Plan, Design, Construction and Installation of CenturyLink's Facilities.

11.1 All Facilities under authority of this Ordinance shall be used, constructed and maintained in accordance with applicable law.

11.2 CenturyLink shall, prior to commencing new construction or major reconstruction work in Public Ways or other public places, apply for a permit from the City, which permit shall not be unreasonably withheld, conditioned, or delayed. CenturyLink will provide as-built route maps of new facilities placed in the Public Ways pursuant to a permit issued by the City. CenturyLink will abide by all applicable ordinances and reasonable rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, CenturyLink shall not be obligated to obtain a permit to perform emergency repairs.

11.3 To the extent practical and consistent with any permit issued by the City, all Facilities shall be located so as to cause minimum interference with the Public Ways and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

11.4 If, during the course of work on its Facilities, CenturyLink causes damage to or alters the Public Way or other public property, CenturyLink shall replace and restore such Public Way or public property at CenturyLink's expense to a condition reasonably comparable to the condition that existed immediately prior to such damage or alteration.

11.5 CenturyLink shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. Before installing new underground facilities or replacing existing underground facilities, each party shall first notify the other of such work and allow the other party, at its own expense, to share the trench for laying its own facilities therein, provided that such action will not unreasonably interfere with the first party's use of the trench or unreasonably delay project completion.

11.6 Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Public Way that may affect CenturyLink's Facilities, the City shall give written notice to CenturyLink, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of CenturyLink's poles, wires, conduits, conductors, pipes, and appurtenances.

11.7 CenturyLink shall not attach to, or otherwise use or commit to use, any pole owned by City until a separate pole attachment agreement has been executed by the parties.

SECTION 12. Relocation of Facilities.

12.1 Relocation for the City. CenturyLink shall, upon receipt of advance written notice of not less than thirty (30) days, protect, support, temporarily disconnect, relocate, or remove any CenturyLink property located in a Public Way when required by the City consistent with its police powers. CenturyLink shall be responsible for any costs associated with these obligations to the same extent as other users of the respective Public Way.

12.2 Relocation for a Third Party. CenturyLink shall, at the request of any person holding a lawful permit issued by the City, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street, as applicable, any CenturyLink property, provided that the cost of such action is borne by the person requesting it and CenturyLink is given reasonable advance written notice. In such situation, CenturyLink may also require advance payment. For purposes of this subsection, "reasonable advance written notice" shall mean no less than fourteen (14) days for a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

12.3 Alternatives to Relocation. CenturyLink may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Public Ways. The City shall promptly evaluate such alternatives and advise CenturyLink in writing if one or more of the alternatives are suitable. If requested by the City, CenturyLink shall promptly submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by CenturyLink full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, CenturyLink shall relocate the components of the System as otherwise provided herein. Notwithstanding the foregoing, CenturyLink shall in all cases have the right to abandon the Facilities.

SECTION 13. Vegetation Management. CenturyLink shall have the authority to trim trees and other natural growth in the Public Ways in order to access and maintain the Facilities in compliance with applicable law and industry standards.

SECTION 14. Renewal. At least one hundred twenty (120) days prior to the expiration of this Franchise, CenturyLink and the City shall either agree to extend the Term or use best faith efforts to renegotiate a replacement Franchise agreement.

SECTION 15. Revocation of Franchise for Noncompliance.

15.1 In the event that the City believes that CenturyLink has not complied with the terms of the Franchise, the City shall informally discuss the matter with CenturyLink. If these discussions do not lead to resolution of the problem, the City shall notify CenturyLink in writing of the exact nature of the alleged noncompliance.

15.2 CenturyLink shall have thirty (30) days from receipt of the written notice described in subsection 15.1 to either respond to the City, contesting the assertion of noncompliance, or otherwise initiate reasonable steps to remedy the asserted noncompliance issue, notifying the City of the steps being taken and the projected date that they will be completed.

15.3 In the event that CenturyLink does not comply with subsection 15.2, above, the City shall schedule a public hearing to address the asserted noncompliance issue. The City shall provide CenturyLink at least ten (10) days prior written notice of and the opportunity to be heard at the hearing.

15.4 Subject to applicable federal and state law, in the event the City, after the hearing set forth in subsection 15.3, determines that CenturyLink is noncompliant with this Ordinance, the City may:

- A. Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or other equitable relief; or
- C. In the case of substantial noncompliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 15.5.

15.5 Should the City seek to revoke the Franchise after following the procedures set forth above, the City shall give written notice to CenturyLink. CenturyLink shall have ninety (90) days from receipt of such notice to object in writing and state its reason(s) for such objection. Thereafter, the City may seek revocation of the Franchise at a public hearing. The City shall cause to be served upon CenturyLink, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the City shall give CenturyLink an opportunity to state its position on the matter, after which the City shall determine whether or not the Franchise shall be revoked. CenturyLink may appeal the City's determination to an appropriate court, which shall have the power to review the decision of the City *de novo*. Such appeal must be taken within sixty (60) days of the issuance of the City's determination. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

15.6 Notwithstanding the foregoing provisions in this Section 15, CenturyLink does not waive any of its rights under applicable law.

SECTION 16. No Waiver of Rights. Neither the City nor CenturyLink shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Ordinance that is inconsistent with State or Federal law, as may be amended.

SECTION 17. Transfer of Franchise. CenturyLink's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered without notice to the City, except when said sale, transfer, assignment, or encumbrance is to an entity controlling, controlled by, or under common control with CenturyLink, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of CenturyLink in the Franchise or Facilities in order to secure indebtedness.

SECTION 18. Amendment. Amendments to the terms and conditions contained herein shall be mutually agreed upon by the City and CenturyLink and formally adopted by the City Council as an ordinance amendment.

SECTION 19. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, certified, and addressed to the Parties as set forth below:

The City:
City of Columbia City
City Administrator
PO Box 189
Columbia City, Oregon 97018

CenturyLink:
Franchise Rights-of-Way Attorney
1801 California St., 9th Floor
Denver, Colorado 80202

SECTION 20. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any state or federal regulatory authority having jurisdiction thereof, or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

ACCEPTED BY CENTURYLINK:

BY: _____

TITLE: _____

DATE: _____

Leahnette Rivers

From: Robert Peacock [RobertPeacock@KennedyJenks.com]
Sent: Friday, October 21, 2016 5:57 PM
To: Leahnette Rivers
Cc: Robert Peacock
Subject: RE: BCA
Attachments: FeeEstimate-Reservoir-FEMA-BCA-102116.pdf

That's great news, Leahnette. I finally completed our fee estimate, just over \$10K. For the record, my work scope is below. If you accept the scope and fee, please just reply.

Kennedy/Jenks (KJ) will prepare a FEMA Benefit Cost Analysis for the City of Columbia City's (the City's) two steel 200,000 gallon reservoirs. The work will be completed under a new phase 21 for FEMA Benefit-Cost Analysis as authorized under the existing contract. The estimated fee to complete the work under this scope of work is \$10,750. The tasks will include:

Task 1 – Project Management

- Setup
- Invoicing
- Project Communications
- Quality Assurance/Quality Control

Task 2 – FEMA Benefit-Cost Analysis

Perform structural engineering analysis of the two tanks to develop input parameters for the FEMA BCA using the latest version of the FEMA software using FEMA-approved methodologies to evaluate the cost-effectiveness of this proposed project. Preparing the input parameters for the BCA software to ensure that the calculations that are prepared are in accordance with OMB Circular A-94, Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs and FEMA's standardized methodologies. KJ will use the BCA Resource Kit including the BCA Earthquake Fact Sheet and Structural Data-Documentation Template (DDT) guidance document when conducting a BCA.

Develop input vulnerability parameters for the water storage tanks and associated systems before and after retrofit. The vulnerability parameters will include the fundamental period of vibration, the design strength, and damping. Coordinate with City to select a seismic design code level most representative of the tanks to set the initial vulnerability parameters. These parameters will be modified based on documentation provided by the KJ related to the onset of the complete damage state (e.g., drift ratios and acceleration) for the structural components (e.g., slabs, walls).

KJ will document the following information necessary for meeting the requirements for the Benefit-Cost Analysis tool.

1. Description of work with tank structure and associated systems problems and proposed solutions; description of existing conditions and proposed work schedule; cost estimates; and engineering designs, schematics, and drawings.
2. Tank structure and associated systems type of structural retrofit and mitigation type.
3. A project cost estimate including all anticipated project costs that ensures the entire integrated water system (water tanks and associated systems) meets current building codes, including

maintenance costs (costs to be provided by the City), over the useful life of the project. Costs will be broken out separately for the water tank structural retrofit and the associated systems retrofit.

The base year of the cost estimate will be delineated including adjustments if the costs estimates are based on historical data.

4. Document project useful life, and where the project useful life differs based on the type of mitigation proposed, the useful life will be associated with the effective mitigation action in accordance with the FEMA BCA reference guide.
5. The type of facility will be documented for loss of services and will be associated with the typical facility types for building seismic rehabilitation.
6. Estimate of the type of soil and ground motion values for the site where the tanks are constructed in accordance with the USGS ground motion parameter database.
7. Estimate of the replacement value or total cost to build comparable sized water storage tanks and associated systems.
8. Characterization of the storage tanks use for comparison with typical building use types for the Benefit-Cost Analysis tool.
9. Identification of the percentage of structure or building replacement value that can be allocated directly to physical damage categories. For the water storage tanks the entire building replacement value will most likely be attributed to structural drift-sensitive damage category.
10. As closely as possible, characterization of the tanks with the model building types utilized by the software.
11. Assignment of the appropriate design level descriptor based on the Hazard U.S. Multi-Hazard risk assessment tool to classify the degree of seismic resistance of the structural system.
12. Identification of the appropriate capacity parameters (design strength, elastic period, elastic damping, damage threshold, etc.).
13. Adjustment of the key parameters associated with the model building types to approximate the water storage tanks being analyzed by the software in both the pre-retrofit and post-retrofit conditions.

The deliverable will be a report meeting the requirements of the FEMA BCA report to assist the City in application for a FEMA Disaster Mitigation Grant, due 31 December 2016.

From: Leahnette Rivers [mailto:LRivers@columbia-city.org]
Sent: Thursday, October 20, 2016 2:21 PM
To: Robert Peacock
Subject: BCA

Hi Rob -

This week's good news is that FEMA will allow us to include the BCA costs within the project description as a pre-award expense, and if we receive funding, they will cover 75% of the costs!

Any luck with obtaining a cost estimate for the work?

Leahnette Rivers
 City Administrator/Recorder
 City of Columbia City
 PO Box 189
 1840 Second Street
 Columbia City, OR 97018
 Phone: 503-397-4010 Ext. 11
 Fax: 503-366-2870
 Cell: 971-563-4593
lrivers@columbia-city.org

10/24/2016

Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name: City of Columbia City

PROJECT Description: FEMA Benefit-Cost Analysis for Reservoir Seismic Upgrade

Proposal/Job Number: 1091029*00

Date: 10/21/2016

Columbia City 2016 Rates	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Eng-Sci-1	Designer	Project Manager (Peacock)	Project Administrator	Total	Total Labor + Subs + Expenses
Classification:												Hours	Fees
Hourly Rate:	\$163	\$163	\$152	\$146	\$141	\$130	\$119	\$103	\$113	\$139	\$86		
Phase 1 - Project Management													
PM Communications										2		2	\$278
Project Status Updates											2	2	\$172
Project Set-up and invoicing		1								2	2	5	\$613
Health & Safety		1								1		2	\$302
Phase 1 - Subtotal	0	2	0	0	0	0	0	0	0	5	4	11	\$1,365
Phase 2 Prepare BCA													
Structural	4			24			8			1		37	\$5,247
Civil/Cost		4				16				4		24	\$3,288
Production									6		2	8	\$850
Task												0	\$0
Phase 2 - Subtotal	4	4	0	24	0	16	8	0	6	5	2	69	\$9,385
All Phases Total	4	6	0	24	0	16	8	0	6	10	6	80	\$10,750

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLUMBIA CITY AUTHORIZING A FORGIVABLE LOAN FROM THE SAFE DRINKING WATER REVOLVING LOAN FUND BY ENTERING INTO A FINANCING CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY.

WHEREAS, the City Council (the "Governing Body") of the City of Columbia City (the "Recipient") finds:

A. The Recipient is a community water system as defined in Oregon Administrative Rule 123-049-0010.

B. The Safe Drinking Water Act Amendments of 1996, Pub.L. 104-182, as amended (the "Act"), authorize any community or nonprofit non-community water system to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department ("the IFA") to obtain financial assistance from the Safe Drinking Water Revolving Loan Fund.

C. The Recipient has filed an application with the IFA to obtain financial assistance for a "safe drinking water project" within the meaning of the Act, and the IFA has approved the Recipient's application for financial assistance from the Safe Drinking Water Revolving Loan Fund.

D. The Recipient is required, as a prerequisite to the receipt of financial assistance from the IFA, to enter into a Financing Contract with the IFA, substantially in the form attached hereto as Exhibit A.

E. Notice relating to the Recipient's consideration of the adoption of this Resolution was published in full accordance with the Recipient's charter and laws for public notification.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Recipient as follows:

1. Financing Loan Authorized. The Governing Body authorizes the Mayor to execute the Financing Contract (the "Financing Documents") and such other documents as may be required to obtain financial assistance including a loan from the IFA on the condition that the principal amount of the loan from the IFA to the Recipient is not more than \$20,000 and the interest rate is not more than 1%, which is eligible for complete principal forgiveness if contract conditions are met. The proceeds of the loan from the IFA shall be applied solely to the "Costs of the Project" as such term is defined in the Financing Contract.

2. Security. Amounts payable by the Recipient shall be payable from the sources described in Section 4 of the Financing Contract and the Oregon Revised Statutes Section 285A.213(5) which include:

- (a) Amounts withheld under subsection 285A.213(6);
- (b) The general fund of the Recipient;

(c) Any other source.

3. Additional Documents. The [Title of Officer] is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to obtain financial assistance from the IFA for the Project pursuant to the Financing Documents.

4. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Mayor of the Recipient may enter into covenants on behalf of the Recipient to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as shall be required by the IFA or their bond counsel to protect the tax-exempt status of such interest.

5. Effective Date. This Resolution shall be in force and effect from and after passage by the Governing Body.

SAFE DRINKING WATER REVOLVING LOAN FUND
FINANCING CONTRACT

Project Name: Columbia City Water System Mapping / Asset Management

Project Number: S17011

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 the Oregon Infrastructure Finance Authority (“IFA”), and the City of Columbia City (“Recipient”) for financing of the project referred to above and described in Exhibit C (“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 Security
- Exhibit C Project Description
- Exhibit D Project Budget
- Exhibit E Information Required by 2 CFR § 200.331(a)(1)

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

Estimated Project Cost means \$20,000.

Forgivable Loan Amount means \$20,000.

Maturity Date means the 4th anniversary of the Repayment Commencement Date.

Interest Rate means 1.00% per annum, computed on the basis of a 360-day year, consisting of twelve 30-day months.

Payment Date means December 1.

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

Project Completion Deadline means 24 months after the date of this Contract.

Repayment Commencement Date means the first Payment Date to occur after the Project Closeout Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

The IFA shall provide Recipient, and Recipient shall accept from IFA, financing for the Project as a non-revolving loan (“Loan”) in an aggregate principal amount not to exceed the Forgivable Loan Amount.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract cannot exceed the Costs of the Project. If the Project is completed for less than the amount of the Estimated Project Cost, the availability of the Loan will be reduced accordingly.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds shall 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 IFA-provided or IFA-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. The IFA’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - LOAN PAYMENT; PREPAYMENT; FORGIVENESS

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with their terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of IFA to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against IFA or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date.
- C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.
- D. Loan Prepayments.
- (1) Mandatory Prepayment. The Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract.
 - (2) Optional Prepayment. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.

- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of IFA, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, IFA will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.
- F. Forgiveness. Subject to satisfaction by Recipient of any special conditions in Exhibit C, if Recipient completes the Project by the Project Completion Deadline in accordance with the terms of this Contract, and provided that no Event of Default has occurred, IFA shall, 90 days after the Project Completion Date, forgive repayment of the forgivable Loan and any interest accrued thereon. The Forgivable Loan Amount and any interest forgiven remain subject to the requirements of OAR 123-049-0050, which survive payment of the Loan.

SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to IFA's Obligations. The IFA's obligations are subject to the receipt of the following items, in form and substance satisfactory to IFA and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
 - (3) Such other certificates, documents, opinions and information as IFA may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, IFA has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or 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 IFA, 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) The IFA (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 IFA 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.
 - (5) The Recipient has delivered documentation satisfactory to IFA that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (6) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of IFA.
- 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 C.
- 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 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to IFA:

- 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. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
 - (1) The Recipient (a) is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon, and (b) owns a community water system, as defined in the Act and OAR 123-049-0010.
 - (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 and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by IFA, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to IFA all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. 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 and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to IFA 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 make all payments and perform all obligations required by this Contract and the other Financing Documents.

E. No Defaults.

- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
- (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 make all payments and perform all obligations required by this Contract and the other Financing Documents.

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

SECTION 8 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify IFA 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 make all payments and perform all obligations required by this Contract or the other Financing Documents.
- 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 or the other Financing Documents, and the operation of the water system. 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) SAFE DRINKING WATER IN OREGON: Program Guidelines & Applicant's Handbook for the Federally Funded Safe Drinking Water Revolving Fund & Drinking Water Protection Loan Fund (May 2015), as amended from time to time ("Safe Drinking Water Handbook"), including but not limited to the Federal Crosscutting Requirements described in the Safe Drinking Water Handbook.
 - (3) Lobbying. The Recipient acknowledges and agrees that the Costs of the Project will not include any Lobbying costs or expenses incurred by Recipient or any person on behalf of Recipient, and that Recipient will comply with federal restrictions on lobbying at 40 C.F.R. Part 34 and will not request payment or reimbursement for Lobbying costs and expenses. "Lobbying" means influencing or attempting to influence a member, officer or employee of a governmental agency or legislature in connection with the awarding of a government contract, the making of a government grant or loan or the entering into of a cooperative agreement with such governmental entity or the extension, continuation, renewal, amendment or modification of any of the above.

- (4) Federal Audit Requirements. The Loan is federal financial assistance, and the Catalog of Federal Domestic Assistance (“CFDA”) number and title is “66.468, Capitalization Grants for Drinking Water State Revolving Funds.” Recipient is a sub-recipient.

(a) If Recipient receives federal funds in excess of \$750,000 in the Recipient’s fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to IFA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to IFA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.

(b) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.

(c) Recipient shall save, protect and hold harmless IFA from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.

- (5) Disadvantaged Business Enterprises. The Recipient will implement the good faith efforts for solicitation and contracting with Disadvantaged Business Enterprises (“DBE”) described in the Safe Drinking Water Handbook. This applies to all solicitation and contracting for construction, equipment, supplies, engineering or other services that constitute the Project financed by this Contract. The Recipient will maintain documentation in a Project file and submit the required forms, as described in the Safe Drinking Water Handbook. The Recipient will ensure that all prime contractors implement the good faith efforts for solicitation and contracting, and comply with all DBE procurement forms, statements, and reporting requirements. The Recipient agrees to apply the current regional fair share objectives.

The Recipient will ensure that each procurement contract includes the following term and condition:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

- (6) The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement 98009015 to the State of Oregon. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document.”

- (7) Incorporation by Reference. The above state and federal 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 IFA 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 IFA in writing.
 - (4) No later than the Project Closeout Deadline, provide IFA with a final project completion report on a form provided by IFA, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, IFA will be the final judge of the Project's completion.
- D. Ownership of Water System. During the term of the Loan, the water system is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a "qualified management contract" as described in IRS Revenue Procedure 97-13, as amended or supplemented.
- E. Financial Records. The Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- F. Inspections; Information. The Recipient shall permit IFA, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, and any party designated by IFA: (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 IFA may reasonably require. In addition, Recipient shall, upon request, provide IFA with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- G. Records Maintenance. The 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 until the date that is three years following the later of the final maturity of the Lottery Bonds, or the final maturity or redemption date of any obligation, or series of obligations, that refinanced the Lottery Bonds, or such longer period as may be required by other provisions of this Contract or applicable law. Such documentation includes, but may not be limited to, all documentation necessary to establish the uses and investment of the Loan proceeds, all contracts and invoices detailing the costs paid from Loan proceeds, and all contracts related to the uses of the Project, including leases, management contracts, and service contracts that relate to the use of the Project.

- H. Economic Benefit Data. The IFA 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 IFA.
- 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 Default. The Recipient shall give IFA prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- K. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless IFA and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- L. Further Assurances. The Recipient shall, at the request of IFA, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.
- M. 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. IFA 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 IFA, 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 IFA, 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 IFA 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 IFA such amounts as may be directed by IFA 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 IFA 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 IFA’s request, Recipient shall furnish written information regarding its investments and use of the Financing Proceeds, and of any facilities financed or refinanced therewith, including providing IFA with any information and documentation that IFA 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 payment of the Loan and the Lottery Bonds, and the interest thereon, 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 Loan.

SECTION 9 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.

- C. Any false or misleading representation is made by or on behalf of Recipient, in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project or in regard to compliance with the requirements of section 103 and sections 141 through 150 of the Code.
- D. (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.
- E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by IFA. The IFA may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, IFA may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating IFA's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (3) Barring Recipient from applying for future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, pursuant to ORS 285A.213(6) and OAR 123-049-0040.
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
 - (6) Exercising any remedy listed in OAR 123-049-0040.

- B. Application of Moneys. Any moneys collected by IFA pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by IFA; next, to pay interest due on the Loan; next, to pay principal due on the Loan, and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to IFA 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 or any of the Financing Documents shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The IFA is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. Default by IFA. In the event IFA 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 IFA's obligations.

SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- 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 IFA, 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 or any other Financing Document without the prior written consent of IFA. The IFA 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 IFA, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of IFA's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of IFA beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
 - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that IFA deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) The IFA 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.

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) 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.

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 the
Oregon Infrastructure Finance Authority



CITY OF COLUMBIA CITY

By: _____
Robert Ault, Manager
Program Services Division

By: _____
The Honorable Cheryl Young
Mayor of Columbia City

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 the Safe Drinking Water Act Amendments of 1996, Public Law 104-182, as amended.

“Award” means the award of financial assistance to Recipient by IFA dated 5 October 2016.

“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, IFA or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with IFA’s financing of the Project.

“Financing Proceeds” means the proceeds of the forgivable Loan.

“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 Loan.

“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 - SECURITY

General Fund Pledge. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. This Contract is payable from all legally available funds of Recipient.

EXHIBIT C - PROJECT DESCRIPTION

I. PROJECT DESCRIPTION

The Recipient shall prepare an asset management database of its water system, using GIS tools, that will be incorporated into the City’s Asset Management Program. The database will help identify issues needing to be addressed, prioritize repairs, reduce leak losses, and develop (prioritize) capital improvement projects.

II. PROJECT SPECIAL CONDITION

The Recipient must complete an asset management activity and a community engagement component, as selected by the Recipient from a list of eligible activities provided by IFA.

Exhibit D: Project Budget

	IFA Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Water System Mapping / Asset Management	\$20,000	
Total	\$20,000	

EXHIBIT E - INFORMATION REQUIRED BY 2 CFR § 200.331(A)(1)

Federal Award Identification:

- (i) Subrecipient* name (which must match registered name in DUNS): Columbia City, City of
- (ii) Subrecipient's DUNS number: 79-143-7023
- (iii) Federal Award Identification Number (FAIN): 98009015
- (iv) Federal Award Date: 9 Sep 2015
- (v) Sub-award Period of Performance Start and End Date: 24 months from Contract execution
- (vi) Total Amount of Federal Funds Obligated by this Contract: \$20,000
- (vii) Total Amount of Federal Funds Obligated by this initial Contract and any amendments: \$20,000
- (viii) Total Amount of Federal Award to the pass-through entity: \$16,232,300
- (ix) Federal award project description: Oregon's Drinking Water State Revolving Fund: This grant increases the capacity of Oregon to ensure that its public water systems continue to provide safe drinking water. This is done by (1) continuing loan financing to public water systems and support for newly proposed priority projects, (2) providing grant support for covering administrative expenses, small public water system technical assistance, State program management and local assistance, and (3) continuation of the loan fund to finance source water protection project initiatives, including acquiring conservation easements.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Environmental Protection Agency
 - (b) Name of pass-through entity: Oregon Infrastructure Finance Authority
 - (c) Contact information for awarding official of the pass-through entity: Robert Ault, Program Services Division Manager, 503-551-0917
- (xi) CFDA Number and Name: 66.468 Safe Drinking Water State Revolving Fund
Amount: \$20,000
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: N/A

*For the purposes of this Exhibit E, "Subrecipient" refers to Recipient and "pass-through entity" refers to IFA.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 03-586-O, THE COLUMBIA CITY DEVELOPMENT CODE.

THE CITY OF COLUMBIA CITY ORDAINS AS FOLLOWS:

Section 1. Ordinance No. 03-586-O, Chapter 7.25 Definitions, "Accessory building" shall be amended to read as follows:

"Accessory building" means a detached subordinate building, other than accessory dwelling units, the use of which is clearly incidental to that of the existing principal building and is located on the same lot with the principal building. See also "Building."

Section 2. Ordinance No. 03-586-O, Chapter 7.25 Definitions, shall be amended to include the following:

"Accessory structure" means a detached subordinate structure, other than accessory dwelling units, the use of which is clearly incidental to that of the existing principal building and is located on the same lot with the principal building. See also "Structure."

Section 3. Ordinance No. 03-586-O, Chapter 7.25 Definitions, "Building" shall be amended to read as follows:

"Building" means any structure greater than two hundred (200) square feet or ten (10) feet in height, having a roof supported by columns or walls, attached to a permanent foundation, and intended for the shelter, housing, protection or enclosure of any individual, animal, process, equipment, foods or materials of any kind or nature.

Section 4. Ordinance No. 03-586-O, Chapter 7.25 Definitions, "Building Lines" shall be amended to read as follows:

"Building Lines" means a line that coincides with any side of a building excluding ordinary building projections, such as eaves, cornices, awnings, chimneys, flues and heating and cooling units. Porches, but not steps and any other attached appurtenances, shall be included as part of the main building. See also "Decks."

Section 5. Ordinance No. 03-586-O, Chapter 7.25 Definitions, "Portable Storage Structure" shall be amended to read as follows;

"Portable Storage Structure" means a commercially manufactured structure for the purpose of storage that is no greater than 200 square feet in area, no greater than

10' in height, and not attached to a permanent foundation. The sides of the structure may be open or may be covered in the same material as the roof.

Section 6. Ordinance No. 03-586-O, Chapter 7.25 Definitions, "Visual Clearance Area" shall be amended to read as follows:

"Visual Clearance Area" means those areas near intersections of roadways and motor vehicle access points where a clear field of vision is necessary for public safety.

Section 7. Ordinance No. 03-586-O, Chapter 7.40 (R-1) Low Density Residential Zone, Section 7.40.020, Subsection H shall be amended to read as follows:

H. Accessory buildings and structures as defined in Chapter 7.25 and subject to Chapter 7.111;

Section 8. Ordinance No. 03-586-O, Chapter 7.40 (R-1) Low Density Residential Zone, Section 7.40.040, Subsection C, Item 2 shall be amended to read as follows:

2. The side setbacks for all structures shall be a minimum of eight (8) feet, except:
 - a. The side setbacks for accessory buildings and structure with a footprint of less than 200 square feet, not abutting a street, shall be a minimum of five (5) feet.
 - b. The side setback for one (1) accessory building or structure with a footprint between 200 square feet and 600 square feet, not abutting a street, shall be a minimum of five (5) feet.

Section 9. Ordinance No. 03-586-O, Chapter 7.40 (R-1) Low Density Residential Zone, Section 7.40.040, Subsection C, Item 5 shall be amended to read as follows:

5. The minimum rear setback for an accessory building shall be five (5) feet, except:
 - a. Where a primary residence existing on or before May 17, 1978 is being attached to a detached garage existing on or before May 17, 1978, no additional setback shall be required.

Section 10. Ordinance No. 03-586-O, Chapter 7.40 (R-1) Low Density Residential Zone, Section 7.40.040, Subsection C, Item 6, Subitem a shall be amended to read as follows:

- a. Adjacent to an alley right-of-way, where the point of vehicular

access shall be no less than five (5) feet from the alley right-of-way.

Section 11. Ordinance No. 03-586-O, Chapter 7.40 (R-1) Low Density Residential Zone, Section 7.40.040, Subsections E and L shall be deleted.

Section 12. Ordinance No. 03-586-O, Chapter 7.45 (R-2) Moderate Density Residential Zone, Section 7.45.020, Subsection J shall be amended to read as follows:

J. Accessory buildings and structures as defined in Chapter 7.25 and subject to Chapter 7.111;

Section 13. Ordinance No. 03-586-O, Chapter 7.45 (R-2) Moderate Density Residential Zone, Section 7.45.040, Subsection C, Item 2 shall be amended to read as follows:

2. The side setbacks for all structures shall be a minimum of eight (8) feet, except:
 - a. The side setback for accessory buildings and structures with a footprint of less than 200 square feet, not abutting a street, shall be a minimum of five (5) feet.
 - b. The side setback for one (1) accessory building or structure with a footprint between 200 square feet and 600 square feet, not abutting a street, shall be a minimum of five (5) feet.

Section 14. Ordinance No. 03-586-O, Chapter 7.45 (R-2) Moderate Density Residential Zone, Section 7.45.040, Subsection C, Item 5 shall be amended to read as follows:

5. The minimum rear setback for an accessory building shall be five (5) feet, except:
 - a. Where a primary residence existing on or before May 17, 1978 is being attached to a detached garage existing on or before May 17, 1978, no additional setback shall be required.

Section 15. Ordinance No. 03-586-O, Chapter 7.45 (R-2) Moderate Density Residential Zone, Section 7.45.040, Subsection C, Item 6, Subitem a shall be amended to read as follows:

- a. Adjacent to an alley right-of-way, where the point of vehicular access shall be no less than five (5) feet from the alley right-of-way.

Section 16. Ordinance No. 03-586-O, Chapter 7.45 (R-2) Moderate Density Residential Zone, Section 7.45.040, Subsections D, F and L shall be deleted.

Section 17. Ordinance No. 03-586-O, Chapter 7.50 (R-3) High Density Residential Zone, Section 7.50.020, Subsection I shall be amended to read as follows:

I. Accessory buildings and structures as defined in Chapter 7.25 and subject to Chapter 7.111;

Section 18. Ordinance No. 03-586-O, Chapter 7.50 (R-3) High Density Residential Zone, Section 7.50.040, Subsection B shall be amended to read as follows:

B. The minimum setback requirements are as follows:

1. The front setback for all structures shall be a minimum of twenty (20) feet.
2. The side setback for all structures shall be a minimum of six (6) feet, except:
 - a. Any street side setback shall be a minimum of ten (10) feet.
 - b. Side setbacks for accessory and structures with a footprint of less than 200 square feet, not abutting a street, shall be a minimum of five (5) feet.
 - c. The side setback for one (1) accessory building or structure with a footprint between 200 square feet and 800 square feet, not abutting a street, shall be a minimum of five (5) feet.
 - d. There is no side-setback requirement for the common wall of townhouses.
3. The rear setback shall be a minimum of fifteen (15) feet. The minimum rear setback for an accessory building shall be five (5) feet.
4. The setback from the public right-of-way to the point of vehicular access for any garage, carport or other structure used for vehicle storage shall be a minimum of twenty (20) feet, except in the case of an alley where a detached garage or carport may be located no less than five (5) feet from the alley right-of-way, and an attached garage may be located no less than eight (8) feet from the alley right-of-way.

Section 19. Ordinance No. 03-586-O, Chapter 7.50 (R-3) High Density Residential Zone, Section 7.50.040, Subsections D and K shall be deleted.

Section 20. Ordinance No. 03-586-O, Chapter 7.55 (MHP) Manufactured Home Park Zone, Section 7.55.020, Subsection G shall be amended to read as follows:

G. Accessory structures and buildings, less than 120 square feet as defined in

Chapter 7.25 and subject to Chapter 7.111 and used for storage purposes only.

Section 21. Ordinance No. 03-586-O, Chapter 7.98 Visual Clearance Areas, Section 7.98.020 shall be amended to read as follows:

7.98.020 Applicability of Provisions. The provisions of this Chapter shall apply to all street intersections not regulated by traffic signals, to intersections of a street and a railroad, and to residential and commercial driveway access.

Section 22. Ordinance No. 03-586-O, Chapter 7.98 Visual Clearance Areas, Section 7.98.030 shall be amended to read as follows:

7.98.030 Visual Clearance--Required.

- A. At any corner formed by the intersection of non-signalized streets or a street and a railroad, it shall be unlawful to obstruct the view within that triangular area between the edge of the pavement and a diagonal line joining points on the edge of the pavement at a distance of thirty (30) feet from their intersection. In the case of rounded corners, the triangular areas shall be between the lot lines extended in a straight line to a point of intersection and so measured and a third side which is a line across the corner of the lot joining the non-intersection ends of the other two sides. This triangular area is the visual clearance area.
- B. Within the visual clearance area, there shall be no vehicle, recreational vehicle, watercraft, parts designed to be affixed to a vehicle of any type, hedge, planting, fence, wall structure, or temporary or permanent obstruction (except for an occasional utility pole or tree), exceeding three (3) feet in height, measured from the top of the curb, or where no curb exists, from the street center line grade, except that trees exceeding this height may be located in this area, provided all branches below eight feet as measured from the pavement, are removed.
- C. Where the crest of a hill or vertical curve conditions contribute to the obstruction of clear vision areas at a street or driveway intersection items including but not limited to hedges, plantings, fences, walls, wall structures and temporary or permanent obstructions shall be further reduced in height or eliminated to comply with the intent of the required clear vision area.
- D. Driveways serving single-family and two-family uses, including flag lots, shall have a vision clearance area on each side of the driveway. The vision clearance area shall have ten (10) foot legs along each side of the driveway, and ten (10) foot legs along the intersecting street or alley.
- E. Driveways serving uses other than single-family and two-family uses shall have a vision clearance area on each side of the driveway. The vision clearance area shall have ten (10) foot long legs along each side of the driveway and thirty (30) foot legs along the intersecting street.

Section 23. Ordinance No. 03-586-O shall be amended to include Chapter 7.111 Accessory Building and Structures as follows:

Chapter 7.111
ACCESSORY BUILDINGS AND STRUCTURES

7.111.010 Purpose. It is the purpose of this Chapter to provide the minimum standards for accessory buildings and structures within Columbia City.

7.111.020 Applicability of Provisions. Accessory buildings and structures shall comply with all requirements of this chapter.

7.111.030 Application Submittal Requirements. The following information shall be submitted on a site plan either 8 ½" x 11" or 11" x 17" and accurately drawn to scale:

1. The applicant's and property owner's contact information
2. The Columbia County Tax Map and Tax Lot Number
3. The Zoning Designation
4. All property lines and dimensions
5. All existing structures, decks and paving
6. Proposed structures, including building materials and colors
7. Distances of building footprint(s) set back from property lines
8. Lot coverage calculations
9. Building elevations, including height dimensions

7.111.040 Approval Standards. Accessory buildings, structures and uses shall comply with all requirements of this chapter.

A. Footprint Less Than 200 Square Feet: An accessory building or structure with a footprint less than 200 square feet may be approved by the City Planner provided the following are met:

1. The structure is located behind the front building line of the primary building;
2. The structure does not exceed a height of ten (10) feet, (measured from the average grade on the front of the structure to the midpoint of the roof) consistent with the 2014 State of Oregon Structural Specialty Code measurements;
3. The interior side and rear yard setbacks shall be five (5) feet for an accessory structure and its projections, provided:
 - a. It is detached and separated from other buildings or structures by at least six (6) feet;

4. The front of garages, carports or any other building or structure used for vehicle storage shall be located a minimum of twenty (20) feet from the property line where access occurs, except:
 - a. Adjacent to an alley right of way, where the point of vehicular access shall be no less than five (5) feet from the alley right-of-way;
 - b. Adjacent to an eighty (80) foot wide local street, public right of way, where the point of vehicular access shall be no less than ten (10) feet from the public right of way;
 - c. Where a primary residence existing on or before May 17, 1978 is being attached to a detached garage existing on or before May 17, 1978, no additional setback shall be required.
5. The lot coverage of all buildings, structures and paving on the site shall not exceed 50%, except R-3 zoning is 70%.

B. Footprint from 200 to 600 Square Feet: An accessory building or structure with a footprint from 200 to 600 square feet may be approved by the City Planner provided the following are met:

1. The structure is located behind the front building line of the primary building;
2. The structure does not exceed the height of fourteen (14) feet (measured from the average grade on the front of the structure to the midpoint of the roof) consistent with the 2014 State of Oregon Structural Specialty Code measurements;
3. The interior side and rear yard setbacks shall be five (5) feet for one (1) accessory structure and its projections, provided:
 - a. It is detached and separated from other buildings or structures by at least six (6) feet.
4. The front of garages, carports or any other building or structure used for vehicle storage shall be located a minimum of twenty (20) feet from the property line where access occurs, except:
 - a. Adjacent to an alley right of way, where the point of vehicular access shall be no less than five (5) feet from the alley right-of-way;
 - b. Adjacent to an eighty (80) foot wide local street, public right of way, where the point of vehicular access shall be no less than ten (10) feet from the public right of way;

- c. Where a primary residence existing on or before May 17, 1978 is being attached to a detached garage existing on or before May 17, 1978, no additional setback shall be required;
5. The lot coverage of all buildings, structures and paving on the site shall not exceed 50%, except R-3 zoning is 70%;
6. The structure is compatible with, and constructed of, similar exterior building materials and same color as the primary building;
7. The applicant applies for all required building permits.

C. Footprint Over 600 Square Feet: One (1) accessory structure with a footprint in excess of six hundred (600) square feet may be approved by the City Planner provided the following are met:

1. The structure is located behind the front building line of the primary building;
2. The building does not exceed the height of twenty-four (24) feet (measured from the average grade on the front of the structure to the midpoint of the roof) consistent with the 2014 State of Oregon Structural Specialty Code measurements or the height of the primary building;
3. The building meets the minimum required setbacks of the zoning district in which it is located;
4. The front of garages, carports or any other building or structure used for vehicle storage shall be located a minimum of twenty (20) feet from the property line where access occurs, except:
 - a. Adjacent to an alley right of way, where the point of vehicular access shall be no less than five (5) feet from the alley right-of-way;
 - b. Adjacent to an eighty (80) foot wide local street, public right of way, where the point of vehicular access shall be no less than ten (10) feet from the public right of way;
 - c. Where a primary residence existing on or before May 17, 1978 is being attached to a detached garage existing on or before May 17, 1978, no additional setback shall be required;
5. The lot coverage of all buildings, structures and paving on the site shall not exceed 50%, except R-3 zoning is 70%;

6. The structure is compatible with, and constructed of, similar exterior building materials and same color of the primary building;
7. The applicant applies for all required building permits;
8. The accessory building footprint may not exceed 50% of the primary structure building footprint, or 800 square feet, whichever is greater;

D. Membrane or Fabric Covered Storage Buildings or Structures: Membrane or fabric covered storage buildings or structures areas are not permitted in the City of Columbia City as of the (date of this ordinance). Exceptions to this section may be made by the City Administrator for temporary storage of materials as long as the membrane or fabric covered storage building or structures is removed within thirty (30) days and is not seen as a nuisance to the City. Membrane or fabric covered storage buildings and structures must be installed per manufacturers standards.