



## AGENDA: REGULAR SESSION

WEDNESDAY, MAY 1, 2019

WASCO COUNTY BOARD OF COMMISSIONERS

WASCO COUNTY COURTHOUSE, RM #302, 511 WASHINGTON ST, THE DALLES, OR 97058

**PUBLIC COMMENT:** *Individuals wishing to address the Commission on items not already listed on the Agenda may do so during the first half-hour and at other times throughout the meeting; please wait for the current speaker to conclude and raise your hand to be recognized by the Chair for direction. Speakers are required to give their name and address. Please limit comments from three to five minutes, unless extended by the Chair.*

**DEPARTMENTS:** Are encouraged to have their issue added to the Agenda in advance. When that is not possible the Commission will attempt to make time to fit you in during the first half-hour or between listed Agenda items.

**NOTE:** With the exception of Public Hearings, the Agenda is subject to last minute changes; times are approximate – please arrive early. Meetings are ADA accessible. For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900. If you require an interpreter, please contact the Commission Office at least 7 days in advance.

*Las reuniones son ADA accesibles. Por tipo de alojamiento especiales, por favor póngase en contacto con la Oficina de la Comisión de antemano, (541) 506-2520. TDD 1-800-735-2900. Si necesita un intérprete por favor, póngase en contacto con la Oficina de la Comisión por lo menos siete días de antelación.*

<b>9:00 a.m.</b>	<b>CALL TO ORDER</b> Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. <b>Corrections or Additions to the Agenda</b> <u><a href="#">Discussion Items</a></u> (Items of general Commission discussion, not otherwise listed on the Agenda) <u><a href="#">Hardwick Painting Contract</a></u> ; <u><a href="#">Fireworks Display Applications – Washington Ranch</a></u> ; <u><a href="#">Oregon Social Learning Center/Youth Services MOU</a></u> ; <u><a href="#">Juvenile Crime Prevention Plan</a></u>
<b>9:15 a.m.</b>	<u><a href="#">Executive Session</a></u> – Pursuant to ORS 192.660(2)(h) Conferring with Legal Counsel regarding litigation
<b>10:30 a.m.</b>	<u><a href="#">NORCOR Adult Facility Annual Inspection</a></u> – to take place at NORCOR, 211 Webber St., The Dalles, OR
	<b>COMMISSION CALL</b>
	<b>NEW/OLD BUSINESS</b>
	<b>ADJOURN</b>

If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, ORS 192.660(2)(e) – Real Property Transactions, ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) - Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees, ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(m) – Security Programs, ORS 192.660(2)(n) – Labor Negotiations



**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
MAY 1, 2019**

**PRESENT:** Steve Kramer, Chair  
Scott Hege, Vice-Chair  
Kathy Schwartz, County Commissioner

**STAFF:** Stephanie Krell, Office Manager  
Tyler Stone, Administrative Officer

At 9:00 a.m. Chair Kramer opened the Regular Session with the Pledge of Allegiance. There are no changes to the agenda.

**Public Comment – Landownership Concern**

Mr. Richard Murray of The Dalles presents the Board with a Land Corner Monument Record from the Wasco County Surveyor in 1978, which describes the area in Township 2N, Range 2E and Section 22. Mr. Murray mentions that he has recently visited with the Assessor's office in an attempt to confirm who rightfully owns the section corner. He claims he was unsuccessful in verifying that information so he asks the Board to look into the matter. Chair Kramer states that he will have the Wasco County survey staff look into it and report back what they uncover.

**Public Comment – Second Amendment Ordinance**

Erin Haynes of The Dalles submits to the Board two ordinances (attached) which have been adopted by other Oregon counties. These documents include an affirmation of oath in support of the constitution's second amendment. She asks the Board to review the documents and to vote their support at a future session. Chair Kramer states that the Board will review the documents and return to Ms. Haynes with a conclusion.

**Public Comment – Wilson Appeal**

Sheila Dooley of Mosier expresses concern over the upcoming Wilson appeal set for the May 15, 2019 Board of County Commissioners agenda. She believes that the public notice mailer was not sent in accordance with the minimum ten (10) day notification deadline defined by LUDO. Ms. Dooley informs the board that she has discussed with other citizens in the area that would be interested in attending and they too were unaware of the meeting. She states that the Wilson appeal has the potential to set a precedent for future appeals so reiterates her desire to delay the appeal date in order for other citizens may be made aware of the hearing.

Vice-Chair Hege suggests she touch base with the Wasco County Planning Department to inquire about the public notice. Chair Kramer concurs and encourages Ms. Dooley to visit with Planning Director, Angie Brewer, to ensure that the department is properly following the LUDO public notice rules.

#### Discussion List – Hardwick Painting Contract

Fred Davis of the Wasco County Facilities Department informs the Board that the County property, commonly known as Annex A, is in need of painting and notes that it has been over 20 years since the last time it was painted. Mr. Davis confirms that the required process and rules were followed to select a vendor through the bidding process and three vendors expressed interest. Two vendors entered into the bidding process and both were acceptable. The lower of the two bids was submitted from Hardwick's Custom Painting.

Mr. Davis notes that the Wasco County insurance policy requires a \$2 million liability policy but Hardwick's only has a \$1 million liability policy which increased the proposed cost slightly. He states that the County has previously worked with Hardwick's on other projects and was pleased with their work so he is recommending the Board approve their proposal.

Chair Kramer asks if Mr. Davis has an estimate on the additional cost of adding the extra \$1 million insurance requirement. Mr. Davis states that he is still waiting for the estimate to be relayed but is confident that Hardwick's will not inflate the cost. Mr. Brad Timmons adds that he wrote and reviewed the contract that has been presented to the Board (attached).

**{{Vice-Chair Hege moves to approve the Hardwick's Painting Contract. Commissioner Schwartz seconds the motion which passes unanimously.}}**

#### Discussion List – Fireworks Display Applications

Chair Kramer opens the discussion by noting that approval of the Washington Ranch fireworks display applications was tabled at the last board session and that the Board received new information regarding the applications this morning.

Commissioner Schwartz provides context by adding that nine permits were submitted to the Board for approval but she had concerns about fire safety and did not feel comfortable signing the applications without more information. She reached out to the Deputy Fire Marshall regarding fire safety and Brad Timmons regarding liability. She went on to say that since then, the Board was able to tour the ranch and view the storage and staging area but she still does not feel confident that she has the expertise relating to fire safety and mentions that the Deputy Fire Marshall also noted that applications were missing pertinent information.

Mr. Timmons explains that in the absence of a fire district, the County or designee becomes the fire authority for all fireworks applications so in this case, the Board has authority or act or not on these applications. It would then go to the State of Oregon, which he notes, is rather submissive with these applications. As long as the applicant achieves the minimum requirement, the staff at the State of Oregon will approve the application. Mr. Timmons informs the Board that if they are not relying on expertise to approve or deny fireworks applications, they should exercise discretion and possibly impose conditions on approval. He goes on to say that as long as the Board has completed some level of investigation and received input from the State of Oregon, that it is reasonable to approve the applications.

Commissioner Schwartz adds that the Deputy Fire Marshall will be reaching out to the contact at Washington Ranch to answer the incomplete application questions.

Vice-Chair Hege asks for input from the Wasco County insurance agent, Mike Courtney on the County insurance coverage. Mr. Courtney recalls that a few years ago on the Washington side of the Columbia River there was a fireworks display gone wrong on property owned by Wasco County in which a wildfire ensued and a person was injured. This injury was followed by a lawsuit and it was found that the pyrotechnics sponsor had liability insurance which held the County harmless.

Mr. Timmons states that he agrees with Mr. Courtney on the liability issue but adds that we do not want any wildfires and reiterates that adding conditions and setting a policy for approving applications is reasonable.

Vice-Chair Hege states that although the Board did inspect the ranch and were

informed that they have their own fire crew and have been putting on fireworks displays for many years, he wants the ranch to be aware that they bear the significant risk and liability. Commissioner Schwartz expresses that she would rather encourage alternative forms of entertainment.

Chair Kramer states that the discussion will be tabled again but adds that he is disappointed that the Board could not make a motion on the topic today.

**Discussion List – Oregon Social Learning Services MOU's**

Molly Rogers, Youth Services Director, presents the Board two Memoranda of Understanding between Oregon Social Learning Services and Wasco County Youth Services (in the Board packet and attached). The first MOU is an agreement to partake in a research project with compensation to Wasco County of \$250 per staff to reimburse Youth Services participants for their professional development. The second MOU commits Oregon Social Learning Services to compensate Wasco County \$425 per youth for the additional services that they will be receiving from us, to include drug and alcohol intervention, gas cards and other non-traditional services. She goes on to note that the MOU's were submitted to Mr. Timmons for review and approval.

Vice-Chair Hege asks for more detail on the research project. Ms. Rogers explains that OSL's hypothesis is that probation officers or juvenile court counselors can provide drug and alcohol interventions at the same success rate as a drug and alcohol counselor of a local mental health organization. She continues by saying that the staff in Youth Services will be acting more in an intervention role by running urine analysis more frequently.

Vice-Chair Hege asks if the compensation covers the cost of participating in the project which Ms. Rogers confirms.

**{{{Commissioner Schwartz moves to approve the MOU to disperse funds of \$250 per Juvenile Probation Officer to Wasco County for participating in the Teen Success Project. Vice-Chair Hege seconds the motion which passes unanimously.}}}**

**{{{Commissioner Schwartz moves to approve the MOU to disperse funds of \$450 per youth enrolled to Wasco County for participating in the Teen Success Project. Vice-Chair Hege seconds the motion which passes unanimously.}}}**

**Discussion Item – Juvenile Crime Prevention Plan**

Ms. Rogers provides the Board the amended 2019 – 2021 Juvenile Crime prevention Plan (JCP) for the New Development Council and the Department of Education focuses on truancy reduction. She continues to explain that instead of continuing the plan in-house, Youth Services will be contracting with Comprehensive Family Services to perform the services at The Dalles Middle School.

Vice-Chair Hege asks if these funds are coming through the LPSCC and Ms. Rogers explains that the funds come through Wasco County because LPSCC does not have a budget. Vice-Chair Hege follows up his question and asks if this is a grant. Ms. Rogers clarifies that it is not a grant and began in 1999 with the Governor's Juvenile Crime Prevention Plan through the Criminal Justice Commission. She continues by informing the Board that they used to receive \$100,000 which has reduced over the years, making it a financial strain to staff in-house. Ms. Rogers asks the Board to accept the recommendation by LSPCC so it may be submitted to the Department of Education.

The Board accepts the draft letter in support of the amended 2019 – 2021 JCP.

The session was adjourned at 10:26 a.m.

**Summary of Actions**

**MOTIONS**

- **To approve the Hardwick's Painting Contract and proposal.**
- **To approve the Oregon Social Learning Services MOU's to disperse funds for staff and youth participants in the Teen Success Project.**

Wasco County  
Board of Commissioners

  
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Steven D. Kramer, Board Chair

  
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Scott C. Hege, Vice-Chair

  
\_\_\_\_\_  
Kathleen B. Schwartz, County Commissioner



## DISCUSSION LIST

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[HARDWICK PAINTING CONTRACT](#) – Fred Davis

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[FIREWORKS DISPLAY APPLICATIONS](#) – Stephanie Krell

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## DISCUSSION ITEM

### Hardwick Painting Contract

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[HARDWICK'S PROPOSAL AND CONTRACT](#)

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[WASCO COUNTY PERSONAL SERVICES CONTRACT – HARDWICK'S  
PAINTING](#)

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# Hardwick's Custom Painting inc.



## proposal and contract

1903 Oakwood dr. The Dalles, OR. 97058  
 paintwithstyle@charter.net  
 phone # 541-965-1198  
 CCB# 178129

PROPOSAL SUBMITTED TO Wasco County		PHONE 541-506-2553	DATE 3/26/2019
STREET 511 Washington Street Suite 101		JOB NAME Exterior painting / of Annex A Building	
CITY, STATE AND ZIP CODE The Dalles, OR. 97058		JOB LOCATION 419 E. 7 th street / The Dalles OR.	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

The exterior painting of Annex A Building, Work to include all stucco, Windows and window frames, all man doors and door jambs, Garage doors , Facial Boards or flashing. Work to be performed we will start the job by pressure washing complete exterior of building to ready for paint, Then we will patch the stucco were needed to ready for paint, then we will apply one coat of finish paint to all the stucco, Then we will prep all windows and doors to be painted, prep includes glazing were needed we will fully prime or spot prime were needed to ready for finish paint , Once prep & priming is complete we will apply one finish coat of paint to all windows and doors and garage doors, then we will paint all facial or flashing to complete the job.

Products to be used are as follows RX peel bonding primer, Super paint for the stucco and Duration satin finish for all the trim work.

**We Propose** hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

**THIRTY FOUR THOUSAND FIVE HUNDRED NINETY FIVE** dollars (\$ **34595.00** ).

Payment to be made as follows:

A down payment of \$11531.68 to start the job and an installment payment of \$11531.66 at the half way point of the job and then a final payment of \$11531.66 upon completion of the job.

All material is guaranteed to be as specified All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delay beyond our control. Owner to carry fire, tornado and other necessary insurance. Workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature By Dana Hardwick President

This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE OF ACCEPTANCE

SIGNATURE

SIGNATURE

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SIGNATURE

DATE OF ACCEPTANCE:

SIGNATURE

**WASCO COUNTY  
PERSONAL SERVICES CONTRACT  
(Painting Contract)**

This Contract is between Wasco County, an Oregon political subdivision ("County"), and Hardwick's Custom Painting, Inc., Oregon CCB# 178129 ("Contractor") for the performance of painting and associated services as set forth in the Scope of Work attached as *Exhibit A*.

**RECITALS**

- A. County had the need for the services of a person or entity with particular training, ability, knowledge and experience as possessed by Contractor.
- B. County selected Contractor to provide services pursuant to a solicitation process consistent with its public contracting rules.
- C. County has determined that Contractor is qualified and capable of performing the professional services as COUNTY requires, under the terms and conditions set forth.

**AGREEMENT**

**1. Services to be Provided.** Contractor shall provide the following "Services" to County:

**A. GENERAL INFORMATION:**

Preparation and painting of the exterior of the Wasco County Annex A, located at 419E 7<sup>th</sup> Street in The Dalles, Oregon (the "Project Facility"). Due to the slope of the surrounding area, the building has three stories on one side and a single story on other sides. There is a small "shop" constructed on the North side of the building. It has multiple windows, all of which will need a minimum of painting and some will need full prep and painting.

**B. REQUIRED SERVICES AND SCHEDULE.** Contractor will prepare and paint the Project Facility as follows:

- 1. Pressure wash painted surfaces and scrape all loose paint and failing surface material
- 2. Prime any sheet metal surfaces with appropriate metal primer
- 3. Seal all bare masonry and concrete surfaces with an appropriate bonding masonry primer/sealer
- 4. Apply one coat of high grade exterior paint (colors to be approved by County prior to application)
- 5. Remove and properly dispose of all material and debris created by or related to the project.
- 6. There is to be no overspray on the roofing material or parked vehicles
- 7. Project Schedule. Work to commence as the parties shall determine. Services shall be completed **before June 30, 2019**.

**C. ACCEPTANCE CRITERIA AND PROCESS - ACCEPTANCE OF SERVICES:**

1. Contractor shall use the paint and materials as specified in Contractor's proposal. Any additional deliverable paint products not specified in the proposal will require approval by the County prior to application of the product. Approval shall be at the County's sole discretion.
2. If County does not provide written notice of acceptance or rejection of the Services to Contractor within ten (10) calendar days following the date of delivery, County is deemed to have accepted the Services.
3. If County rejects the Services, then County's written notice of rejection shall, at a minimum, itemize the apparent defects and include:
  - i. a description of nonconformance between the Services delivered and the Contract requirements and specifications for the Services, including warranties;
  - ii. a description of any other nonconformance of the Services (including late delivery); and
  - iii. a statement indicating whether Contractor may cure the nonconformance and if so, the method in which and time period within which Contractor shall cure.
4. Contractor's failure to deliver the Services in accordance with the requirements of this Contract is a material breach of this Contract.

**2. Term**

This Contract shall be effective when signed by both parties. This Contract shall expire, unless otherwise terminated or extended, on June 30, 2019.

**3. Compensation**

- A. **Contract Price.** The total "Contract Price" to be paid by County to Contractor for provision of conforming Services specified in Section 1 of this Contract after payment is authorized pursuant to 2.C is \$34,395.00. This is a guaranteed maximum Contract Price to be charged by Contractor and to be paid by County for the Services.
- B. **Schedule of Payment.** County will pay Contractor the Contract Price as follows: County will pay Contractor \$11,531.68 after execution of this Contract to cover Contractor's mobilization costs; County will pay Contractor an additional sum of \$11,531.66 after one-half of the work is completed by Contractor (after confirmation by the County); and, County will pay Contractor a final payment of \$11,531.66 after Contractor's completion of all Services and County's acceptance of the Services in accordance with Section 1.C.
- C. **Expense Reimbursement.** County will not reimburse Contractor for any expenses under this Contract. Contractor is responsible for the costs of all materials, equipment, labor and expenses related to providing the Services.

#### D. Other Payment Provisions:

- a. **IRS Forms.** If Contractor is a nonresident alien as defined in 26 USC § 7701(b)(1)(B), then Contractor shall, upon execution of this Contract, deliver to County a completed and signed W-8 form, 8233 form, or W-9 form, as applicable, from the Internal Revenue Service ("IRS"), as evidence that County is not required by 26 USC 1441 to withhold part of Contractor's payment. Such forms are currently available at <http://www.irs.gov>. County may withhold payments to Contractor pending County's receipt from Contractor of the applicable, completed and signed form. If County does not receive the applicable, completed and signed form from Contractor, or if the IRS provides notice to County that Contractor's information on the form provided is incorrect, County will withhold as federal income tax 30% of all amounts County owes to Contractor under this Contract.
- b. **Funds Available and Authorized; Payments.** Contractor understands and agrees that County's payment of amounts under this Contract is contingent on County receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow County, in the exercise of its reasonable administrative discretion, to make payments under this Contract.
- c. **Invoices.** Contractor shall send invoices to County for Services completed and accepted by County in accordance with Section 1. Contractor shall send all invoices to County's Contract Administrator at the address specified in section 8 or to any other address as County may indicate in writing to Contractor. Contractor's claims to County for overdue payments on invoices are subject to ORS 293.462.
- d. **Effect of Final Payment.** Payment by County shall release County from any further obligation for payment to Contractor, for Services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

#### **4. Assignment/Delegation**

Neither party shall assign or transfer any interest in or duty under this Contract without the written consent of the other.

#### **5. Status of Contractor as Independent Contractor**

Contractor certifies that:

- A. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.600 and not an employee of County, shall not be entitled to benefits of any kind to which an employee of County is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court

of law or any administrative agency to be an employee of County for any purpose, County shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Contract, to the full extent of any benefits or other remuneration Contractor receives (from County or third party) as a result of the finding and to the full extent of any payments that County is required to make (to Contractor or to a third party) as a result of the finding.

- B. Contractor represents that no employee of the County, or any partnership or corporation in which a County employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Contract, except as specifically declared in writing.
- C. Contractor is not an officer, employee, or agent of the County as those terms are used in ORS 30.265.

## **6. Indemnification**

Contractor agrees to indemnify and defend the County, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this Contract, except to the extent that the liability arises out of the negligence of the County and its employees. Contractor's indemnification shall also cover claims brought against the County under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

## **7. Insurance**

Contractor shall provide all insurance called for below under the heading "Insurance Coverage Required." As evidence of the insurance coverages required by this contract, the Contractor shall furnish a certificate of insurance to County. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon.

### INSURANCE COVERAGE REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Wasco County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

- A. COMMERCIAL GENERAL LIABILITY insurance coverage with a combined single limit of not less than \$2,000,000 for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and

non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action. The policy shall be endorsed to name Wasco County, its officers, agents, employees and volunteers as an additional insured. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. Contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

- B. AUTOMOBILE LIABILITY insurance coverage with a combined single limit of not less than \$500,000 for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle driven by or on behalf of Contractor during the course of providing Services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.
- C. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage.
- D. ADDITIONAL INSURED PROVISIONS. The Commercial General Liability Insurance and other policies the County deems necessary shall include the County as an additional insured with respect to this Contract.
- E. NOTICE OF CANCELLATION. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the County. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The certificates of insurance provided to the County shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the County
- F. CERTIFICATES OF INSURANCE. As evidence of the insurance coverage required by the Contract, the Contractor shall furnish a Certificate of Insurance to the County. No

contract shall be effected until the required certificates have been received and approved by the County. The certificate will specify and document all provisions within this Contract. A renewal certificate will be sent to the above address no less than 10 days prior to coverage expiration.

- G. **PRIMARY COVERAGE CLARIFICATION.** The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the County is excess and not contributory insurance with the insurance required in this section.

The procuring of required insurance shall not be construed to limit Contractor's liability under this Contract. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

### **8. Place of Submitting Notice, Bills and Payments**

All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

**To County:**

Tyler Stone, Administrative Officer  
Wasco County  
511 Washington Street, Suite 101  
The Dalles, OR 97058  
Business Phone: 541.506.2550

**To Contractor:**

Hardwick's Custom Painting, Inc.  
1903 Oakwood Drive  
The Dalles, OR 97058  
541-965-1198

### **9. Merger**

This writing is intended both as a final expression of the Contract between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Contract. No modification of this Contract shall be effective unless and until it is made in writing and signed by both parties.

### **10. Ownership of Work Documents**

All work performed by Contractor and compensated by County pursuant to this Contract shall be the property of County upon full compensation for that work performed or document produced to Contractor, and it is agreed by the parties that such documents are works made for hire.

Contractor hereby conveys, transfers and grants to County all rights of reproduction and the copyright to all such documents.

#### **11. Labor and Material**

Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to County other than the compensation provided in this Contract.

#### **12. Termination for Convenience**

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, County may terminate all or part of this Contract upon determining that termination is in the best interest of County by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) County has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor. County shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

#### **13. Termination for Cause**

County may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by County, under any of the following conditions:

- A. If County funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of Services. The Contract may be modified to accommodate a reduction in funds.
- B. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- C. If any license or certificate required by law or regulation to be held by Contractor to provide the Services required by this Contract is for any reason denied, revoked, or not renewed.

#### **14. Termination for Default**

Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving

the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, County may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for Services performed in accordance with the manner of performance as set forth in this Contract.

## **15. Remedies**

In the event of breach of this Contract the parties shall have the following remedies:

- A. If terminated under paragraph 13 by County due to a breach by Contractor, County may complete the work either itself, by agreement with another contractor, or by a combination thereof.
- B. In addition to the above remedies for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
- D. County shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- E. Upon receiving a notice of termination, and except as otherwise directed in writing by County, Contractor shall immediately cease all activities related to the Services and work under this Contract. As directed by County, Contractor shall, upon termination, deliver to County all then existing work product that, if the Contract had been completed, would be required to be delivered to County.

## **16. Nondiscrimination**

During the term of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

## **17. Governing Law; Jurisdiction; Venue**

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between County and Contractor that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Wasco County for the state of Oregon; provided, however, if a Claim must be

brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States Court for the State of Oregon.

#### **18. Compliance with Laws and Regulations**

Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to this Contract or to the delivery of Services hereunder.

#### **19. Experience, Capabilities and Resources**

By execution of this Contract, the Contractor agrees that Contractor has the skill, legal capacity, and professional ability necessary to perform all the Services required under this Contract, and Contractor has the capabilities and resources necessary to perform the obligations of this Contract.

#### **20. Access to Records**

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, County, and its duly authorized representatives shall have access to Contractor's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Contractor shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Contractor shall provide full access to these records to County, and its duly authorized representatives in preparation for and during litigation.

#### **21. Representations and Warranties**

Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) Contractor shall, at all times during the term of this Contract, be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent, and (4) the Services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**CONTRACTOR'S LIMITED WARRANTY:** The Services are covered by a limited warranty as follows: All Services have been performed in a good and workmanlike manner in compliance with all applicable building codes. Contractor will make all repairs and/or replacements due to defective materials and workmanship, if notice of such is given in writing to Contractor, for a period of one (1) year from the date of completion. The warranties herein shall not apply to damages or defects as a result of ordinary wear and tear, fire, floods, storms, snow and ice, electrical and gas utility malfunctions, accidents, earthquakes, landslides, or Acts of God, or any negligent acts by County.

**22. Attorney Fees**

In case a suit or action is instituted to enforce the provisions of this Contract, the parties agree that the losing party shall pay such sums as the court may adjudge reasonable for attorney fees and court costs, including attorney fees and costs on appeal.

**23. Confidentiality**

Contractor shall maintain the confidentiality of any of County's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Contractor from establishing a claim or defense in an adjudicatory proceeding. Contractor shall require similar agreements from County's and/or Contractor's subcontractors to maintain the confidentiality of information of County.

**24. Force Majeure**

Contractor shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

**25. Waivers**

No waiver by County of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Contractor of the same or any other provision. County's consent to or approval of any act by Contractor requiring County's consent or approval shall not be deemed to render unnecessary the obtaining of County's consent to or approval of any subsequent act by Contractor, whether or not similar to the act so consented to or approved.

**26. Severability**

Any provisions of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

**27. Headings**

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

**28. Integration**

This Contract, including the attached exhibits contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract.

**29. Amendments**

This Contract shall not be waived, altered, modified, supplemented, or amended in any manner without a duly executed Amendment. Any amendments to this Contract shall be effective only when reducing to writing and signed by both parties as below.

**30. Authority**

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

**31. Compliance with Oregon Tax Laws**

The undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

**WASCO COUNTY BOARD OF COMMISSIONERS – COUNTY:**

\_\_\_\_\_  
Steven Kramer, Commission Chair

\_\_\_\_\_  
Scott C. Hege, County Commissioner

\_\_\_\_\_  
Kathy Schwartz, County Commissioner

Approved as to form:

\_\_\_\_\_  
Bradley V. Timmons  
Wasco County Counsel

**HARDWICK'S CUSTOM PAINTING, INC - CONTRACTOR:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## DISCUSSION ITEM

### Washington Ranch Fireworks Applications

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[STAFF MEMO](#)

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[APPLICATIONS](#)

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[MOTION LANGUAGE](#)

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## MEMORANDUM

**SUBJECT: Fireworks Display Permits**

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TO: BOARD OF COUNTY COMMISSIONERS

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FROM: KATHY WHITE

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DATE: 4/11/2019

### **BACKGROUND INFORMATION:**

Young Life Washington Ranch has received permits for many years to hold a number of limited (under 2 minutes) fireworks displays on their property as part of their guest experience. These permits require review and approval by local law enforcement and fire authority officials before being submitted to the State Fire Marshall.

ORS 480.140 requires that any fireworks display "held outside the boundaries of any municipality or fire protection district shall be under the supervision of the county court of the county in which the display is to be held . . ." Although Washington Ranch has a fire response team, they are not within a municipality or fire district and therefore cannot act as the Fire Authority to approve the fireworks displays; that authority lies with the Board of Commissioners or their designee.

This year we have the opportunity to be on-site and inspect the storage facility at Washington Ranch; therefore, I am asking that the Board approve the applications pending inspection.



**APPLICATION FOR LIMITED 1.4G  
FIREWORKS DISPLAY PERMIT**

**OFFICE OF STATE FIRE MARSHAL  
OREGON STATE POLICE**

Fee: \$100                      0231

OSFM OFFICE USE ONLY

**MAIL CHECKS AND APPLICATIONS TO:**

Office of State Fire Marshal  
Regulatory Services Unit – Fireworks Program  
P.O. Box 4395 Unit 09  
Portland OR 97208-4395

**CONTACT INFORMATION:**

Office of State Fire Marshal  
Regulatory Services Unit – Fireworks Program  
Phone: 503-934-8274 or 8272  
Fax: 503-373-1825  
Email: [SFM.LP@state.or.us](mailto:SFM.LP@state.or.us)

**IMPORTANT: COMPLETED APPLICATION AND FEE MUST BE RECEIVED BY THE STATE FIRE MARSHAL 15 DAYS PRIOR TO THE DATE OF THE PROPOSED DISPLAY.** See OAR 837-012-0700 through 837-012-0845 for complete requirements. Please print except as noted. A separate permit will be issued and returned to the applicant by the State Fire Marshal.

<b>APPLICANT SPONSOR NAME</b> <u>Young Life's Washington Family Ranch</u>			
<b>ADDRESS</b>	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	Street Address	City	State                      Zip Code
<b>BUSINESS PHONE #.</b> <u>541-489-3100</u>	<b>HOME PHONE #.</b> <u>541-489-3100</u>	<b>FAX #.</b> <u>541-306-6639</u>	<b>E-MAIL</b> <u>WFR@WFR.YOUNGLIFE.ORG</u>
<b>NAME OF PERSON COMPLETING APPLICATION</b> <u>Nathan Huff</u>		<b>Printed</b>	
	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	Street Address	City	State                      Zip Code
<b>BUSINESS PHONE #.</b> <u>541-489-3100 EXT 1128</u>	<b>HOME PHONE #.</b>	<b>FAX #.</b> <u>541-306-6639</u>	<b>E-MAIL</b> <u>NHUFF@WFR.YOUNGLIFE.ORG</u>
<b>DATE OF DISPLAY</b> <u>June 20, 2019</u>		<b>TIME OF DISPLAY</b> <u>10:00 PM</u>	
<b>DISPLAY ADDRESS</b>	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u> <u>97001</u>
	Street Address	City	State                      Zip Code

<b>LIMITED FIREWORKS</b>		<b>NAME OF WHOLESALER: Western Fireworks</b>			
Type of Fireworks	Carton Quantity	Type of Fireworks	Carton Quantity	Type of Fireworks	Carton Quantity
Mortars & Shells	5				
Large Night Displays	5				

<b>OPERATOR AND ASSISTANT INFORMATION</b>					
<b>DISPLAY OPERATOR</b>					
<b>NAME</b> <u>Nathan Huff</u>		<b>PHONE</b> <u>541-489-3100 ext 1128</u>	<b>AGE</b> <u>29</u>		
<b>ADDRESS</b>	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u>	<u>97001</u>	
	Street Address	City	State	Zip Code	
<b>CERTIFICATION NO.</b> <u>1356</u>					
<b>OPERATOR ASSISTANT (Minimum of one assistant is required for each display)</b>					
<b>NAME</b> <u>Kory Brown</u>		<b>PHONE</b> <u>541-489-3100 ext 1180</u>	<b>AGE</b> <u>39</u>		
<b>ADDRESS</b>	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u>	<u>97001</u>	
	Street Address	City	State	Zip Code	

**COMPLETE A DETAILED MAP OF THE DISPLAY SITE SHOWING THE FOLLOWING:**

- 1. Fall-Out Area:** the area over which aerial shells are fired. The shells burst over this area, and unsafe debris and malfunctioning aerial shells fall into this area. The fall-out area is the location where a typical aerial shell dud will fall to the ground considering wind and the angle of mortar placement. At a minimum, the fall-out area shall be the required separation distance based on the table of distances as required in OAR 837-12-850.
- 2. Discharge Site:** the area immediately surrounding the area where fireworks are ignited for an outdoor display. Include all dimensions of the discharge site.
- 3. Display Site:** the immediate area where a fireworks display is conducted and shall include the discharge site, the fallout area, and the required separation distance from the fireworks discharge site to spectator viewing areas. The display site does not include spectator viewing areas or vehicle parking areas.
- 4. Distance:** from point of discharge to spectators, overhead obstructions, buildings, highways, parking areas. Show distances in feet.

**MAP AREA - SHOW ALL DISTANCES**



**Distances to:**

- Spectators 1: 644 Ft
- Spectators 2: 374 Ft
- Spectators 3: 465 Ft
- Swing Shed: 365 Ft
- Zip Line Shed: 445 Ft
- Service Road N: 315 Ft
- Service Road E: 170 Ft

**Discharge Area:**

- 15'W x 45'L
- 107 Ft between Zip Lines (red lines)
- 31 Ft (on either side) between Zip Lines (red lines) and edge of Discharge Area



# FIREWORKS DISPLAY SITE SIGNATURES

## FIRE AUTHORITY AND LAW ENFORCEMENT SIGNATURES FOR DISPLAY SITE

Fire Authority	Law Enforcement
Dept. Name _____	Dept. Name _____
Address _____	Address _____
City _____ State _____ Zip Code _____	City _____ State _____ Zip Code _____
Phone# _____ FAX# _____	Phone# _____ FAX# _____
E-Mail _____	E-Mail _____
Authorized Signature _____	Authorized Signature _____
Print Name _____	Print Name _____
Site Inspection Conducted <input type="checkbox"/> Yes <input type="checkbox"/> No Date _____	Site Inspection Conducted <input type="checkbox"/> Yes <input type="checkbox"/> No Date _____
Inspector Signature _____	Inspector Signature _____

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# FIREWORKS STORAGE SITE INFORMATION AND SIGNATURES

## FIREWORKS STORAGE ADDRESS PRIOR TO THE DISPLAY

1 Muddy Rd Street Address	Antelope City	OR State	97001 Zip Code
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Storage Facility Magazine Type: IV      List all Dates Fireworks will be at Storage Address: June 7 – June 20, 2019

NOTE: If fireworks are delivered direct to the display site, indicate the date they will be delivered \_\_\_\_\_

## FIRE AUTHORITY SIGNATURE FOR STORAGE LOCATION

Dept. Name _____
Address _____
Street or PO Box _____ City _____ State _____ Zip Code _____
Phone# _____ FAX# _____ E-Mail _____
Authorized Signature _____ Print Name _____
Site Inspection Conducted <input type="checkbox"/> Yes <input type="checkbox"/> No Date _____ Inspector Signature _____

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**APPLICATION FOR LIMITED 1.4G  
FIREWORKS DISPLAY PERMIT**  
**OFFICE OF STATE FIRE MARSHAL  
OREGON STATE POLICE**

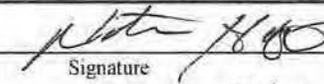
Fee: \$100                      0231

OSFM OFFICE USE ONLY

**MAIL CHECKS AND APPLICATIONS TO:**  
Office of State Fire Marshal  
Regulatory Services Unit – Fireworks Program  
P.O. Box 4395 Unit 09  
Portland OR 97208-4395

**CONTACT INFORMATION:**  
Office of State Fire Marshal  
Regulatory Services Unit – Fireworks Program  
Phone: 503-934-8274 or 8272  
Fax: 503-373-1825  
Email: [SFM.LP@state.or.us](mailto:SFM.LP@state.or.us)

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<b>APPLICANT SPONSOR NAME</b> <u>Young Life's Washington Family Ranch</u>					
<b>ADDRESS</b> <u>1 Muddy Rd</u>		<u>Antelope</u>		<u>OR 97001</u>	
Street Address		City		State Zip Code	
<b>BUSINESS PHONE #.</b> <u>541-489-3100</u>		<b>HOME PHONE #.</b> <u>541-489-3100</u>		<b>FAX #.</b> <u>541-306-6639</u> <b>E-MAIL</b> <u>WFR@WFR.YOUNGLIFE.ORG</u>	
<b>NAME OF PERSON COMPLETING APPLICATION</b> <u></u> <u>Nathan Huff</u>					
		Signature		Printed	
<b>ADDRESS</b> <u>1 Muddy Rd</u>		<u>Antelope</u>		<u>OR 97001</u>	
Street Address		City		State Zip Code	
<b>BUSINESS PHONE #.</b> <u>541-489-3100 EXT 1128</u>		<b>HOME PHONE #.</b>		<b>FAX #.</b> <u>541-306-6639</u> <b>E-MAIL</b> <u>NHUFF@WFR.YOUNGLIFE.ORG</u>	
<b>DATE OF DISPLAY</b> <u>June 26, 2019</u>			<b>TIME OF DISPLAY</b> <u>10:00 PM</u>		
<b>DISPLAY ADDRESS</b> <u>1 Muddy Rd</u>		<u>Antelope</u>		<u>OR 97001</u>	
Street Address		City		State Zip Code	
<b>LIMITED FIREWORKS</b>			<b>NAME OF WHOLESALER: <u>Western Fireworks</u></b>		
<b>Type of Fireworks</b>	<b>Carton Quantity</b>	<b>Type of Fireworks</b>	<b>Carton Quantity</b>	<b>Type of Fireworks</b>	<b>Carton Quantity</b>
Mortars & Shells	5				
Large Night Displays	5				

<b>OPERATOR AND ASSISTANT INFORMATION</b>					
<b>DISPLAY OPERATOR</b>					
<b>NAME</b> <u>Nathan Huff</u>			<b>PHONE</b> <u>541-489-3100 ext 1128</u> <b>AGE</b> <u>29</u>		
<b>ADDRESS</b> <u>1 Muddy Rd</u>		<u>Antelope</u>		<u>OR 97001</u>	
Street Address		City		State Zip Code	
<b>CERTIFICATION NO.</b> <u>1356</u>					
<b>OPERATOR ASSISTANT (Minimum of one assistant is required for each display)</b>					
<b>NAME</b> <u>Kory Brown</u>			<b>PHONE</b> <u>541-489-3100 ext 1180</u> <b>AGE</b> <u>39</u>		
<b>ADDRESS</b> <u>1 Muddy Rd</u>		<u>Antelope</u>		<u>OR 97001</u>	
Street Address		City		State Zip Code	

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- 15'W x 45'L
- 107 Ft between Zip Lines (red lines)
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**APPLICATION FOR LIMITED 1.4G  
FIREWORKS DISPLAY PERMIT**

**OFFICE OF STATE FIRE MARSHAL  
OREGON STATE POLICE**

Fee: \$100 0231

OSFM OFFICE USE ONLY

**MAIL CHECKS AND APPLICATIONS TO:**

Office of State Fire Marshal  
Regulatory Services Unit – Fireworks Program  
P.O. Box 4395 Unit 09  
Portland OR 97208-4395

**CONTACT INFORMATION:**

Office of State Fire Marshal  
Regulatory Services Unit – Fireworks Program  
Phone: 503-934-8274 or 8272  
Fax: 503-373-1825  
Email: [SFM.LP@state.or.us](mailto:SFM.LP@state.or.us)

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<b>APPLICANT SPONSOR NAME</b> <u>Young Life's Washington Family Ranch</u>					
<b>ADDRESS</b> <u>1 Muddy Rd</u>		<u>Antelope</u>		<u>OR 97001</u>	
Street Address		City		State Zip Code	
<b>BUSINESS PHONE #.</b> <u>541-489-3100</u>		<b>HOME PHONE #.</b> <u>541-489-3100</u>		<b>FAX #.</b> <u>541-306-6639</u>	
<b>E-MAIL</b> <u>WFR@WFR.YOUNGLIFE.ORG</u>					
<b>NAME OF PERSON COMPLETING APPLICATION</b> <u><i>Nathan Huff</i></u> <b>Nathan Huff</b>					
Signature			Printed		
<b>ADDRESS</b> <u>1 Muddy Rd</u>		<u>Antelope</u>		<u>OR 97001</u>	
Street Address		City		State Zip Code	
<b>BUSINESS PHONE #.</b> <u>541-489-3100 EXT 1128</u>		<b>HOME PHONE #.</b>		<b>FAX #.</b> <u>541-306-6639</u>	
<b>E-MAIL</b> <u>NHUFF@WFR.YOUNGLIFE.ORG</u>					
<b>DATE OF DISPLAY</b> <u>July 2, 2019</u>			<b>TIME OF DISPLAY</b> <u>10:00 PM</u>		
<b>DISPLAY ADDRESS</b> <u>1 Muddy Rd</u>		<u>Antelope</u>		<u>OR 97001</u>	
Street Address		City		State Zip Code	
<b>LIMITED FIREWORKS</b>			<b>NAME OF WHOLESALER: Western Fireworks</b>		
<b>Type of Fireworks</b>	<b>Carton Quantity</b>	<b>Type of Fireworks</b>	<b>Carton Quantity</b>	<b>Type of Fireworks</b>	<b>Carton Quantity</b>
Mortars & Shells	5				
Large Night Displays	5				

<b>OPERATOR AND ASSISTANT INFORMATION</b>					
<b>DISPLAY OPERATOR</b>					
<b>NAME</b> <u>Nathan Huff</u>			<b>PHONE</b> <u>541-489-3100 ext 1128</u>		
<b>AGE</b> <u>29</u>					
<b>ADDRESS</b> <u>1 Muddy Rd</u>		<u>Antelope</u>		<u>OR 97001</u>	
Street Address		City		State Zip Code	
<b>CERTIFICATION NO.</b> <u>1356</u>					
<b>OPERATOR ASSISTANT (Minimum of one assistant is required for each display)</b>					
<b>NAME</b> <u>Kory Brown</u>			<b>PHONE</b> <u>541-489-3100 ext 1180</u>		
<b>AGE</b> <u>39</u>					
<b>ADDRESS</b> <u>1 Muddy Rd</u>		<u>Antelope</u>		<u>OR 97001</u>	
Street Address		City		State Zip Code	

**COMPLETE A DETAILED MAP OF THE DISPLAY SITE SHOWING THE FOLLOWING:**

- Fall-Out Area:** the area over which aerial shells are fired. The shells burst over this area, and unsafe debris and malfunctioning aerial shells fall into this area. The fall-out area is the location where a typical aerial shell dud will fall to the ground considering wind and the angle of mortar placement. At a minimum, the fall-out area shall be the required separation distance based on the table of distances as required in OAR 837-12-850.
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- Distance:** from point of discharge to spectators, overhead obstructions, buildings, highways, parking areas. Show distances in feet.

**MAP AREA - SHOW ALL DISTANCES**



**Distances to:**

- Spectators 1: 644 Ft
- Spectators 2: 374 Ft
- Spectators 3: 465 Ft
- Swing Shed: 365 Ft
- Zip Line Shed: 445 Ft
- Service Road N: 315 Ft
- Service Road E: 170 Ft

**Discharge Area:**

- 15'W x 45'L
- 107 Ft between Zip Lines (red lines)
- 31 Ft (on either side) between Zip Lines (red lines) and edge of Discharge Area







**APPLICATION FOR LIMITED 1.4G  
FIREWORKS DISPLAY PERMIT**  
**OFFICE OF STATE FIRE MARSHAL  
OREGON STATE POLICE**

Fee: \$100                      0231  
  
OSFM OFFICE USE ONLY

**MAIL CHECKS AND APPLICATIONS TO:**  
Office of State Fire Marshal  
Regulatory Services Unit – Fireworks Program  
P.O. Box 4395 Unit 09  
Portland OR 97208-4395

**CONTACT INFORMATION:**  
Office of State Fire Marshal  
Regulatory Services Unit – Fireworks Program  
Phone: 503-934-8274 or 8272  
Fax: 503-373-1825  
Email: [SFM.LP@state.or.us](mailto:SFM.LP@state.or.us)

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<b>APPLICANT SPONSOR NAME</b> <u>Young Life's Washington Family Ranch</u>			
<b>ADDRESS</b>	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR 97001</u>
	Street Address	City	State Zip Code
<b>BUSINESS PHONE #.</b> <u>541-489-3100</u>	<b>HOME PHONE #.</b> <u>541-489-3100</u>	<b>FAX #.</b> <u>541-306-6639</u>	<b>E-MAIL</b> <u>WFR@WFR.YOUNGLIFE.ORG</u>
<b>NAME OF PERSON COMPLETING APPLICATION</b> <u>Nathan Huff</u>		<b>Printed</b>	
	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR 97001</u>
	Street Address	City	State Zip Code
<b>BUSINESS PHONE #.</b> <u>541-489-3100 EXT 1128</u>	<b>HOME PHONE #.</b>	<b>FAX #.</b> <u>541-306-6639</u>	<b>E-MAIL</b> <u>NHUFF@WFR.YOUNGLIFE.ORG</u>
<b>DATE OF DISPLAY</b> <u>July 4, 2019</u>	<b>TIME OF DISPLAY</b> <u>10:00 PM</u>		
<b>DISPLAY ADDRESS</b>	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR 97001</u>
	Street Address	City	State Zip Code

<b>LIMITED FIREWORKS</b>		<b>NAME OF WHOLESALER: Western Fireworks</b>			
Type of Fireworks	Carton Quantity	Type of Fireworks	Carton Quantity	Type of Fireworks	Carton Quantity
Mortars & Shells	5				
Large Night Displays	5				

<b>OPERATOR AND ASSISTANT INFORMATION</b>					
<b>DISPLAY OPERATOR</b>					
<b>NAME</b> <u>Nathan Huff</u>		<b>PHONE</b> <u>541-489-3100 ext 1128</u>	<b>AGE</b> <u>29</u>		
<b>ADDRESS</b>	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR 97001</u>		
	Street Address	City	State Zip Code		
<b>CERTIFICATION NO.</b> <u>1356</u>					
<b>OPERATOR ASSISTANT (Minimum of one assistant is required for each display)</b>					
<b>NAME</b> <u>Kory Brown</u>		<b>PHONE</b> <u>541-489-3100 ext 1180</u>	<b>AGE</b> <u>39</u>		
<b>ADDRESS</b>	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR 97001</u>		
	Street Address	City	State Zip Code		

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**Discharge Area:**

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- 31 Ft (on either side) between Zip Lines (red lines) and edge of Discharge Area



# FIREWORKS DISPLAY SITE SIGNATURES

## FIRE AUTHORITY AND LAW ENFORCEMENT SIGNATURES FOR DISPLAY SITE

Fire Authority	Law Enforcement
Dept. Name _____	Dept. Name _____
Address _____	Address _____
City _____ State _____ Zip Code _____	City _____ State _____ Zip Code _____
Phone# _____ FAX# _____	Phone# _____ FAX# _____
E-Mail _____	E-Mail _____
Authorized Signature _____	Authorized Signature _____
Print Name _____	Print Name _____
Site Inspection Conducted <input type="checkbox"/> Yes <input type="checkbox"/> No Date _____	Site Inspection Conducted <input type="checkbox"/> Yes <input type="checkbox"/> No Date _____
Inspector Signature _____	Inspector Signature _____

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# FIREWORKS STORAGE SITE INFORMATION AND SIGNATURES

## FIREWORKS STORAGE ADDRESS PRIOR TO THE DISPLAY

1 Muddy Rd	Antelope	OR	97001
Street Address	City	State	Zip Code

Storage Facility Magazine Type: IV      List all Dates Fireworks will be at Storage Address: June 7 – July 4, 2019

NOTE: If fireworks are delivered direct to the display site, indicate the date they will be delivered \_\_\_\_\_

## FIRE AUTHORITY SIGNATURE FOR STORAGE LOCATION

Dept. Name _____
Address _____
Street or PO Box _____ City _____ State _____ Zip Code _____
Phone# _____ FAX# _____ E-Mail _____
Authorized Signature _____ Print Name _____
Site Inspection Conducted <input type="checkbox"/> Yes <input type="checkbox"/> No Date _____ Inspector Signature _____

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**APPLICATION FOR LIMITED 1.4G  
FIREWORKS DISPLAY PERMIT**

**OFFICE OF STATE FIRE MARSHAL  
OREGON STATE POLICE**

Fee: \$100 0231

OSFM OFFICE USE ONLY

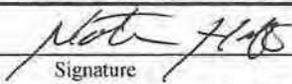
**MAIL CHECKS AND APPLICATIONS TO:**

Office of State Fire Marshal  
Regulatory Services Unit – Fireworks Program  
P.O. Box 4395 Unit 09  
Portland OR 97208-4395

**CONTACT INFORMATION:**

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<b>APPLICANT SPONSOR NAME</b> <u>Young Life's Washington Family Ranch</u>			
<b>ADDRESS</b>	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR 97001</u>
	Street Address	City	State Zip Code
<b>BUSINESS PHONE #.</b> <u>541-489-3100</u>	<b>HOME PHONE #.</b> <u>541-489-3100</u>	<b>FAX #.</b> <u>541-306-6639</u>	<b>E-MAIL</b> <u>WFR@WFR.YOUNGLIFE.ORG</u>
<b>NAME OF PERSON COMPLETING APPLICATION</b>		<u>Nathan Huff</u>	
		Printed	
<b>ADDRESS</b>	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR 97001</u>
	Street Address	City	State Zip Code
<b>BUSINESS PHONE #.</b> <u>541-489-3100 EXT 1128</u>	<b>HOME PHONE #.</b>	<b>FAX #.</b> <u>541-306-6639</u>	<b>E-MAIL</b> <u>NHUFF@WFR.YOUNGLIFE.ORG</u>
<b>DATE OF DISPLAY</b> <u>July 8, 2019</u>		<b>TIME OF DISPLAY</b> <u>10:00 PM</u>	
<b>DISPLAY ADDRESS</b>	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR 97001</u>
	Street Address	City	State Zip Code

LIMITED FIREWORKS		NAME OF WHOLESALER: <u>Western Fireworks</u>			
Type of Fireworks	Carton Quantity	Type of Fireworks	Carton Quantity	Type of Fireworks	Carton Quantity
Mortars & Shells	5				
Large Night Displays	5				

OPERATOR AND ASSISTANT INFORMATION					
<b>DISPLAY OPERATOR</b>					
<b>NAME</b> <u>Nathan Huff</u>		<b>PHONE</b> <u>541-489-3100 ext 1128</u>	<b>AGE</b> <u>29</u>		
<b>ADDRESS</b>	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR 97001</u>		
	Street Address	City	State Zip Code		
<b>CERTIFICATION NO.</b> <u>1356</u>					
<b>OPERATOR ASSISTANT (Minimum of one assistant is required for each display)</b>					
<b>NAME</b> <u>Kory Brown</u>		<b>PHONE</b> <u>541-489-3100 ext 1180</u>	<b>AGE</b> <u>39</u>		
<b>ADDRESS</b>	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR 97001</u>		
	Street Address	City	State Zip Code		

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**APPLICATION FOR LIMITED 1.4G  
FIREWORKS DISPLAY PERMIT**  
**OFFICE OF STATE FIRE MARSHAL  
OREGON STATE POLICE**

Fee: \$100                      0231

OSFM OFFICE USE ONLY

**MAIL CHECKS AND APPLICATIONS TO:**

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Regulatory Services Unit – Fireworks Program  
P.O. Box 4395 Unit 09  
Portland OR 97208-4395

**CONTACT INFORMATION:**

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<b>ADDRESS</b>	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR 97001</u>
	Street Address	City	State Zip Code
<b>BUSINESS PHONE #.</b> <u>541-489-3100</u>	<b>HOME PHONE #.</b> <u>541-489-3100</u>	<b>FAX #.</b> <u>541-306-6639</u>	<b>E-MAIL</b> <u>WFR@WFR.YOUNGLIFE.ORG</u>
<b>NAME OF PERSON COMPLETING APPLICATION</b> <u><i>Nathan Huff</i></u>		<b>Nathan Huff</b>	
	Signature	Printed	
<b>ADDRESS</b>	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR 97001</u>
	Street Address	City	State Zip Code
<b>BUSINESS PHONE #.</b> <u>541-489-3100 EXT 1128</u>	<b>HOME PHONE #.</b>	<b>FAX #.</b> <u>541-306-6639</u>	<b>E-MAIL</b> <u>NHUFF@WFR.YOUNGLIFE.ORG</u>
<b>DATE OF DISPLAY</b> <u>July 15, 2019</u>		<b>TIME OF DISPLAY</b> <u>10:00 PM</u>	
<b>DISPLAY ADDRESS</b>	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR 97001</u>
	Street Address	City	State Zip Code

<b>LIMITED FIREWORKS</b>		<b>NAME OF WHOLESALER: Western Fireworks</b>			
Type of Fireworks	Carton Quantity	Type of Fireworks	Carton Quantity	Type of Fireworks	Carton Quantity
Mortars & Shells	5				
Large Night Displays	5				

<b>OPERATOR AND ASSISTANT INFORMATION</b>					
<b>DISPLAY OPERATOR</b>					
<b>NAME</b> <u>Nathan Huff</u>		<b>PHONE</b> <u>541-489-3100 ext 1128</u>	<b>AGE</b> <u>29</u>		
<b>ADDRESS</b>	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR 97001</u>		
	Street Address	City	State Zip Code		
<b>CERTIFICATION NO.</b> <u>1356</u>					
<b>OPERATOR ASSISTANT (Minimum of one assistant is required for each display)</b>					
<b>NAME</b> <u>Kory Brown</u>		<b>PHONE</b> <u>541-489-3100 ext 1180</u>	<b>AGE</b> <u>39</u>		
<b>ADDRESS</b>	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR 97001</u>		
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Fee: \$100                      0231

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<b>ADDRESS</b>	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u>
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<b>BUSINESS PHONE #.</b> <u>541-489-3100</u>	<b>HOME PHONE #.</b> <u>541-489-3100</u>	<b>FAX #.</b> <u>541-306-6639</u>	<b>E-MAIL</b> <u>WFR@WFR.YOUNGLIFE.ORG</u>
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<b>BUSINESS PHONE #.</b> <u>541-489-3100 EXT 1128</u>	<b>HOME PHONE #.</b>	<b>FAX #.</b> <u>541-306-6639</u>	<b>E-MAIL</b> <u>NHUFF@WFR.YOUNGLIFE.ORG</u>
<b>DATE OF DISPLAY</b> <u>July 22, 2019</u>	<b>TIME OF DISPLAY</b> <u>10:00 PM</u>		
<b>DISPLAY ADDRESS</b>	<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u>
	Street Address	City	State

<b>LIMITED FIREWORKS</b>		<b>NAME OF WHOLESALER: Western Fireworks</b>			
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<b>ADDRESS</b> <u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u>	<u>97001</u>
Street Address	City	State	Zip Code
<b>BUSINESS PHONE #.</b> <u>541-489-3100</u>	<b>HOME PHONE #.</b> <u>541-489-3100</u>	<b>FAX #.</b> <u>541-306-6639</u>	<b>E-MAIL</b> <u>WFR@WFR.YOUNGLIFE.ORG</u>
<b>NAME OF PERSON COMPLETING APPLICATION</b> <u><i>Nathan Huff</i></u>		<b>Nathan Huff</b>	
Signature		Printed	
<b>ADDRESS</b> <u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u>	<u>97001</u>
Street Address	City	State	Zip Code
<b>BUSINESS PHONE #.</b> <u>541-489-3100 EXT 1128</u>	<b>HOME PHONE #.</b>	<b>FAX #.</b> <u>541-306-6639</u>	<b>E-MAIL</b> <u>NHUFF@WFR.YOUNGLIFE.ORG</u>
<b>DATE OF DISPLAY</b> <u>July 29, 2019</u>		<b>TIME OF DISPLAY</b> <u>10:00 PM</u>	
<b>DISPLAY ADDRESS</b> <u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u>	<u>97001</u>
Street Address	City	State	Zip Code

<b>LIMITED FIREWORKS</b>		<b>NAME OF WHOLESALER: Western Fireworks</b>			
Type of Fireworks	Carton Quantity	Type of Fireworks	Carton Quantity	Type of Fireworks	Carton Quantity
Mortars & Shells	5				
Large Night Displays	5				

<b>OPERATOR AND ASSISTANT INFORMATION</b>					
<b>DISPLAY OPERATOR</b>					
<b>NAME</b> <u>Nathan Huff</u>		<b>PHONE</b> <u>541-489-3100 ext 1128</u> <b>AGE</b> <u>29</u>			
<b>ADDRESS</b> <u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u>	<u>97001</u>		
Street Address	City	State	Zip Code		
<b>CERTIFICATION NO.</b> <u>1356</u>					
<b>OPERATOR ASSISTANT (Minimum of one assistant is required for each display)</b>					
<b>NAME</b> <u>Kory Brown</u>		<b>PHONE</b> <u>541-489-3100 ext 1180</u> <b>AGE</b> <u>39</u>			
<b>ADDRESS</b> <u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u>	<u>97001</u>		
Street Address	City	State	Zip Code		

## COMPLETE A DETAILED MAP OF THE DISPLAY SITE SHOWING THE FOLLOWING:

1. **Fall-Out Area:** the area over which aerial shells are fired. The shells burst over this area, and unsafe debris and malfunctioning aerial shells fall into this area. The fall-out area is the location where a typical aerial shell dud will fall to the ground considering wind and the angle of mortar placement. At a minimum, the fall-out area shall be the required separation distance based on the table of distances as required in OAR 837-12-850.
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3. **Display Site:** the immediate area where a fireworks display is conducted and shall include the discharge site, the fallout area, and the required separation distance from the fireworks discharge site to spectator viewing areas. The display site does not include spectator viewing areas or vehicle parking areas.
4. **Distance:** from point of discharge to spectators, overhead obstructions, buildings, highways, parking areas. Show distances in feet.

### MAP AREA - SHOW ALL DISTANCES



#### Distances to:

- Spectators 1: 644 Ft
- Spectators 2: 374 Ft
- Spectators 3: 465 Ft
- Swing Shed: 365 Ft
- Zip Line Shed: 445 Ft
- Service Road N: 315 Ft
- Service Road E: 170 Ft

#### Discharge Area:

- 15'W x 45'L
- 107 Ft between Zip Lines (red lines)
- 31 Ft (on either side) between Zip Lines (red lines) and edge of Discharge Area



# FIREWORKS DISPLAY SITE SIGNATURES

## FIRE AUTHORITY AND LAW ENFORCEMENT SIGNATURES FOR DISPLAY SITE

Fire Authority	Law Enforcement
Dept. Name _____	Dept. Name _____
Address _____	Address _____
City _____ State _____ Zip Code _____	City _____ State _____ Zip Code _____
Phone# _____ FAX# _____	Phone# _____ FAX# _____
E-Mail _____	E-Mail _____
Authorized Signature _____	Authorized Signature _____
Print Name _____	Print Name _____
Site Inspection Conducted <input type="checkbox"/> Yes <input type="checkbox"/> No Date _____	Site Inspection Conducted <input type="checkbox"/> Yes <input type="checkbox"/> No Date _____
Inspector Signature _____	Inspector Signature _____

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# FIREWORKS STORAGE SITE INFORMATION AND SIGNATURES

## FIREWORKS STORAGE ADDRESS PRIOR TO THE DISPLAY

1 Muddy Rd Street Address	Antelope City	OR State	97001 Zip Code
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Storage Facility Magazine Type: IV      List all Dates Fireworks will be at Storage Address: July 1 – July 29, 2019

NOTE: If fireworks are delivered direct to the display site, indicate the date they will be delivered \_\_\_\_\_

## FIRE AUTHORITY SIGNATURE FOR STORAGE LOCATION

Dept. Name _____
Address _____
Street or PO Box _____ City _____ State _____ Zip Code _____
Phone# _____ FAX# _____ E-Mail _____
Authorized Signature _____ Print Name _____
Site Inspection Conducted <input type="checkbox"/> Yes <input type="checkbox"/> No Date _____ Inspector Signature _____

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**APPLICATION FOR LIMITED 1.4G  
FIREWORKS DISPLAY PERMIT**  
**OFFICE OF STATE FIRE MARSHAL  
OREGON STATE POLICE**

Fee: \$100                      0231

OSFM OFFICE USE ONLY

**MAIL CHECKS AND APPLICATIONS TO:**  
Office of State Fire Marshal  
Regulatory Services Unit – Fireworks Program  
P.O. Box 4395 Unit 09  
Portland OR 97208-4395

**CONTACT INFORMATION:**  
Office of State Fire Marshal  
Regulatory Services Unit – Fireworks Program  
Phone: 503-934-8274 or 8272  
Fax: 503-373-1825  
Email: [SFM.LP@state.or.us](mailto:SFM.LP@state.or.us)

**IMPORTANT: COMPLETED APPLICATION AND FEE MUST BE RECEIVED BY THE STATE FIRE MARSHAL 15 DAYS PRIOR TO THE DATE OF THE PROPOSED DISPLAY.** See OAR 837-012-0700 through 837-012-0845 for complete requirements. Please print except as noted. A separate permit will be issued and returned to the applicant by the State Fire Marshal.

<b>APPLICANT SPONSOR NAME</b> <u>Young Life's Washington Family Ranch</u>					
<b>ADDRESS</b>		<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u>	<u>97001</u>
		Street Address	City	State	Zip Code
<b>BUSINESS PHONE #.</b> <u>541-489-3100</u>		<b>HOME PHONE #.</b> <u>541-489-3100</u>		<b>FAX #.</b> <u>541-306-6639</u>	<b>E-MAIL</b> <u>WFR@WFR.YOUNGLIFE.ORG</u>
<b>NAME OF PERSON COMPLETING APPLICATION</b> <u>Nathan Huff</u>					
		<i>Nathan Huff</i>	<u>Nathan Huff</u>		
		Signature	Printed		
<b>ADDRESS</b>		<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u>	<u>97001</u>
		Street Address	City	State	Zip Code
<b>BUSINESS PHONE #.</b> <u>541-489-3100 EXT 1128</u>		<b>HOME PHONE #.</b>		<b>FAX #.</b> <u>541-306-6639</u>	<b>E-MAIL</b> <u>NHUFF@WFR.YOUNGLIFE.ORG</u>
<b>DATE OF DISPLAY</b> <u>Aug 28, 2019</u>			<b>TIME OF DISPLAY</b> <u>10:00 PM</u>		
<b>DISPLAY ADDRESS</b>		<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u>	<u>97001</u>
		Street Address	City	State	Zip Code

<b>LIMITED FIREWORKS</b>		<b>NAME OF WHOLESALER: Western Fireworks</b>			
Type of Fireworks	Carton Quantity	Type of Fireworks	Carton Quantity	Type of Fireworks	Carton Quantity
Mortars & Shells	5				
Large Night Displays	5				

<b>OPERATOR AND ASSISTANT INFORMATION</b>					
<b>DISPLAY OPERATOR</b>					
<b>NAME</b> <u>Nathan Huff</u>		<b>PHONE</b> <u>541-489-3100 ext 1128</u>		<b>AGE</b> <u>29</u>	
<b>ADDRESS</b>		<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u>	<u>97001</u>
		Street Address	City	State	Zip Code
<b>CERTIFICATION NO.</b> <u>1356</u>					
<b>OPERATOR ASSISTANT (Minimum of one assistant is required for each display)</b>					
<b>NAME</b> <u>Kory Brown</u>		<b>PHONE</b> <u>541-489-3100 ext 1180</u>		<b>AGE</b> <u>39</u>	
<b>ADDRESS</b>		<u>1 Muddy Rd</u>	<u>Antelope</u>	<u>OR</u>	<u>97001</u>
		Street Address	City	State	Zip Code

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4. **Distance:** from point of discharge to spectators, overhead obstructions, buildings, highways, parking areas. Show distances in feet.

**MAP AREA - SHOW ALL DISTANCES**



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- Swing Shed: 365 Ft
- Zip Line Shed: 445 Ft
- Service Road N: 315 Ft
- Service Road E: 170 Ft

**Discharge Area:**

- 15'W x 45'L
- 107 Ft between Zip Lines (red lines)
- 31 Ft (on either side) between Zip Lines (red lines) and edge of Discharge Area







## MOTION

**SUBJECT: Washington Ranch Fireworks Display Applications**

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I move to approve the applications submitted by Young Life Washington Ranch for nine Fireworks Display Permits associated with events taking place from June through August, 2019, pending an inspection by Board Chair Kramer of the fireworks storage facility; said inspection to take place by the end of April, 2019.



## **DISCUSSION ITEM**

**Oregon Social Learning Center MOU**

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[OREGON SOCIAL LEARNING CENTER MEMO](#)

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**Memorandum of Understanding**

This Memorandum of Understanding (MOU) is between the Oregon Social Learning Center (OSLC) and Wasco County Youth Services.

OSLC agrees to disperse funds to Wasco County Juvenile Services in the amount of \$250 per Juvenile Probation Officer (JPO) participating in the Teen Success Project. These funds will be distributed once per year for a total of 2 years.

**The time periods covered by this MOU include:**

1. JPOs enrolled in and participating in the study as of 5/1/2019
2. JPOs enrolled in and participating in the study as of 5/1/2020

It is the intent that these funds be used in a manner which will benefit the professional development and work place resources of the participating JPOs.

By approximately May 1, 2019 and 2020, Wasco County Youth Services will provide OSLC with an invoice to include the following information:

- List of names of JPOs participating in the Teen Success Project during the MOU time periods as defined above
- Total amount requested (equal to the number of participating JPOs x \$250)
- Who to make the check to and address for mailing

Invoices can be sent to:

**Email:** [jane@oslc.org](mailto:jane@oslc.org)

or

**Standard Mail:** Jane Wilson

Oregon Social Learning Center

10 Shelton McMurphey Blvd, Eugene, OR 97401

Signed:

Ashli Sheidow, Principal Investigator Oregon Social Learning Center	Date

Rohanna Buchanan, Chief Operating Officer Oregon Social Learning Center	Date

Steve Kramer, Chair Wasco County Board of Commissioners	Date



## DISCUSSION ITEM

### Juvenile Crime Prevention Plan

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[2019 – 2021 JUVENILE CRIME PREVENTION PLAN \(AMENDED\)](#)

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[JUVENILE CRIME PREVENTION EVIDENCE-BASED PRACTICES CHECKLIST](#)

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[JUVENILE CRIME PREVENTION DRAFT LETTER](#)

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## **2019- 2021 Juvenile Crime Prevention Plan Amended**

**Please use this form if you are proposing revisions to the approved  
2017-2019 JCP Plan.**

**County: Wasco County**

**Lead agency: Wasco County Department of Youth Services**

**Please provide a brief description of the following:**

### **1. Planning process:**

Wasco County Department of Youth Services continues to focus on serving youth within the schools to reduce truancy and increase school success. The planning for the Juvenile Crime Prevention plan has been led by the Prevention Coordinator within the department. For the 2019-2021 biennium the Prevention Coordinator held meetings with The Dalles Middle School leadership and counseling department to clarify the needs within the school. The plan has been endorsed and supported by the Chair of the Local Public Safety Coordinating Council as one on key planning members, the local Inter-Agency education team including law enforcement, school administration, and the agency supervisors in both Child Welfare and Behavioral Health.

This planning team developed a strategy as part of the YouthThink "Do Something" to use a case management approach to outreach to youth. The planning team also decided to engage the services of a local professional organization to provide the direct interventions. The program developed has been titled, "What is Strong With You" and is built on the foundations of Positive Youth Development.

The Wasco County juvenile justice system focuses on identifying strengths in youth and families as they build plans to reduce recidivism. Youth who enter the juvenile justice

Youth Development Division  
Oregon Department of Education  
255 Capitol Street NE  
Salem, OR 97310

system at age 13 years or younger are more likely to disengage in school and penetrate into the juvenile justice system to the point of out-of-home placement. The data from North Wasco School District points to the transition from The Dalles Middle School to the The Dalles High School as one of the risky points of dropping out or significant behavioral issues.

## **2. Services/programs to be funded:**

Please note, that all JCP funded services should focus programming efforts on the areas of risk identified by the JCP Assessment tool with the outcome goal of recidivism reduction and crime prevention.

## **3. Services provider(s):**

- Wasco County Department of Youth Services will complete reporting and collection of JCP Risk Assessments. The supervision of the subcontract will be completed by the YouthThink division of the Department.
- Comprehensive Family Services is the contracted entity to provide the services to youth and families referred to the “What’s Strong with You” program.

## **4. JPC assessment tool:**

The JCP Risk Assessment Tool is the instrument used to monitor and evaluate JCP programs. All programs and services receiving JCP funds must use the JCP Risk Assessment Tool. Local plans should include the following information:

Students will be referred to the program by The Dalles Middle School counselors who have been trained on the JCP Assessment tool. Once permission to participate in the program is received by the counselors the contracted provider, Comprehensive Family Services, will conduct the JCP Risk Assessment. The staff has been trained by the Department of Youth Services. JCP Assessments will be entered into JJIS.

The program is designed with the key interventions focusing on education success and peer behaviors. However, the program providers have been

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Oregon Department of Education  
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Salem, OR 97310

## 5. Population to be served:

- “What’s Strong with You”, serves The Dalles Middle School students and will have a capacity of up to 20 students at a time.
- Students referred to the program will have two identifying issues that bring them to the attention of the school counselors – the domains will include classroom behavior, referrals for alcohol and marijuana, chronic absenteeism, and suspected peer relationship concerns (bullying or being bullied).
- All students referred the program will be screened and depending on risk will guide their level of intervention. Low risk youth will be referred to community services. Medium and High Risk youth will be admitted into case management services.
- All students in the program will be referred through The Dalles Middle School counseling department. Parents will receive a letter and phone call explaining the program and requesting permission for their student to be referred. Once the permission and release of information is obtained the provider, Comprehensive Family Services will reach out the student and parents to engage in the program.
- Wasco County is minimum grant county, we have submitted a grant to SAMSHA to expand the program to include additional staff, but with the JCP funds we anticipate serving a total of 40 students per year, with the case load for the contract provider to not go above 20 students at any given time. For the 2019-2020 biennium the total number served will be 80 students.

## 6. Budget:

JCP Funds: \$45,000

Comprehensive Family Services – Contract rate for services \$56.00

The program will operate during the 9 1/2 month school calendar with an average of 42 hours per month.

2019-2020

September through June: 42 hours/month \* \$56.00 = \$2,352/month

9.5 months \* 2352 = \$22,344

2.5 hours administrative reporting \* 56 = \$140.00

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Oregon Department of Education  
255 Capitol Street NE  
Salem, OR 97310

2020-2021

September through June: 42 hours/month \* 56.00 = \$2,353/month

9.5 months \* 2352 = \$22,344

3 hours administrative reporting \*56 = \$168.

Total Budget: \$44,996.00

## **7. Evidence-based practice and cultural appropriateness**

Wasco County has attached an Evidence-based checklist to this proposed plan to address the evidence-based assessments and strategies that will be used to ensure a high performing program.

Wasco County collects and reviews data at key points within the juvenile justice system to capture trends. In collaboration with North Wasco School District and Columbia Gorge Educational Service District the program will continue to outreach to communities underserved or at risk of overrepresentation within the justice system.

The trauma-informed and motivational interview strategies both take into consideration youth's unique identity including gender, race and ethnic identification. One of the growing demographics of youth at risk of entering the juvenile justice system includes youth who identify as LGBTQ – I.

## **8. Statement of LPSCC's approval of submitted plan**

Please submit your plan by April 30, 2019, to Anya Sekino via email only at [anya.sekino@state.or.us](mailto:anya.sekino@state.or.us)

Youth Development Division  
Oregon Department of Education  
255 Capitol Street NE  
Salem, OR 97310

# YOUTH DEVELOPMENT DIVISION JUVENILE CRIME PREVENTION EVIDENCE-BASED PRACTICES CHECKLIST

**COUNTY/TRIBE:** Wasco County

**IJC FUNDED PROGRAM** (fill out a form for each funded program): “What’s Strong With You”

**PROGRAM TYPE** (e.g. mentoring, family therapy/counseling, skill building): Case Management and skill building

**Do you intend to fund this program in 2019-2021? YES X**

If yes, please respond to questions below. If no, please fill out a separate form for the program you intend to fund.

## **BRIEF DESCRIPTION OF FUNDED PROGRAM:**

The “What’s Strong With You” project will help us better identify those youth who are experiencing behavioral difficulties that when not addressed can develop into more serious and life altering consequences. Our project will balance increasing protective factors while decreasing the risk factors that are negatively impacting the lives of our youth. We will intervene with the help of parents, educators and health care providers before addiction potential criminal behavior can take hold on the developing brain and body. Our youth must know that someone cares. We will demonstrate this by utilizing evidence and research based programs and practices in a variety of settings in an effort to impact our youth where they are and with whom they interact. We will remind them of “what’s strong with them”.

## **TARGET POPULATION:**

Middle school students

## **EVIDENCE-BASED PROGRAM**

Our program is based on positive youth development and includes research based principles. We will also be utilizing the evidence based SBIRT model to help assess and support youth who may need additional support. Evidence based practices such as motivational interviewing will also be utilized. For those youth needing additional supports we will utilize the evidence based program Teen Intervene.

## **RESEARCH AND THEORY**

Based on empirically valid research and theory (please provide citation for the theory and research)

Wasco County Youth Services and the community partners – including Comprehensive Family Services has committed to working with students using the Positive Youth Development framework. The backbone theory used is Reforming Juvenile Justice, through the National Academies. The program uses the strengths of the students and families to create the case plan to reduce unwanted behaviors and increase pro-social skills.

The facilitation is family-focused and the student has a voice, which is also the foundation for the mental health “wraparound” philosophical foundation.

The program “What’s Strong With You”, has been trained in the “Staying Connected with Your Teen”, curriculum. This program was developed in partnership through the Channing Bete Company and is considered an evidence-informed program.

# YOUTH DEVELOPMENT DIVISION JUVENILE CRIME PREVENTION EVIDENCE-BASED PRACTICES CHECKLIST

## **RISK PRINCIPLE**

**Uses a validated risk assessment tool (JCP) - YES**

**Addresses risk in family, school, peer group, and other relevant social settings** – The identified risks will be addressed in school; classroom, small peer group and individual engagement. Risk also addressed with the family’s defined structure.

## **NEED (CRIMINOGENIC) PRINCIPLE**

The program focuses on attitudes, values and beliefs; family disruption and supervision; and self-control. The setting for the intervention is based through the education system where students are able to receive services.

## **RESPONSIVITY PRINCIPLE**

The program “What’s Strong With You”, is based on Positive Youth Development – including the principles in “Reforming Juvenile Justice – A Development Approach”, sponsored through the National Research Council. The three critical components outlined in the summary of this literature are “1) the presence of a parent or parent figure who is involved with the adolescent and concerned about his or her successful development, 2) inclusion in a peer group that values and models prosocial behavior and academic success, and 3) activities that contribute to autonomous decision making and critical thinking” (2013, Reforming Juvenile Justice, National Research Council, page 3).

## **QUALITY SERVICE DELIVERY**

The staff, volunteers, and providers are all extremely qualified for the specific work they will be asked to do as they work with youth, families and educators. A resume/vitae has been attached for key staff.

## **COLLABORATION**

Our project is collaborative and was built on effective integration into the education setting. Staff met with administrators and counselors to determine the best way to assist youth needing additional supports to succeed. Youth will have the opportunity to continue and be integrated into the “Do Something” Teen Leadership group which will continue the positive youth development focus. We will also be working with our local behavioral and physical health providers as we implement the SBIRT protocol.

## **COGNITIVE-BEHAVIORAL PRINCIPLE**

Our project places a great emphasis on cognitive-behavioral approaches. We believe that students want and are willing to do their best thus we emphasize “what’s strong with them” and build from there. We believe once we are able to discover the root causes of negative behaviors, we will be able to apply a strength based approach that will have a lasting impact. The project is not set up as a one shot approach but will build on strengths and provide practice opportunities where the youth can experience success and stronger connections.

**YOUTH DEVELOPMENT DIVISION JUVENILE CRIME PREVENTION  
EVIDENCE-BASED PRACTICES CHECKLIST**

**CULTURAL ADAPTATION**

As mentioned in our needs assessment we believe we can do better by all of our youth and especially want to reach out to our Latino population. We have staff and volunteers who are bilingual and we respect and support the past experiences of all of our students and families. The “What’s Strong With You” motto is not just for the students but also their families. We have based our programming on individual youth and family units to allow for each unique situation.

The local Columbia River Gorge Educational Service District is also a resource that is building an resource in our community to provide technical assistance in working with youth who identify as Latino/Mexican. There is a focus within the ESD to outreach to youth and families who are underserved and the data in Wasco County aligns that population with Hispanic (Latino/Mexican) and Native American youth.

**TECHNICAL ASSISTANCE NEEDS**

Wasco County does not need technical assistance at this time, but we would like to be included in any training for positive youth development, resiliency practices, or trauma-informed strategies specifically designed to address criminogenic risk.

**PLEASE RETURN COMPLETED FORM TO:**

**Anya Sekino**  
**503.378.5115 phone**  
[anya.sekino@ode.state.or.us](mailto:anya.sekino@ode.state.or.us)

May 1, 2019

Anya Sekino,  
Juvenile Crime Prevention Manager  
Youth Development Division  
Oregon Department of Education  
255 Capitol Street, NE  
Salem, OR 97310

Dear Ms. Sekino,

The Wasco County Board of Commissioners has received and reviewed the plan for the Juvenile Crime Prevention funds managed through the Youth Development Council. The plan was completed through a collaborative process between the Wasco County Department of Youth Services and the North Wasco County School District #21. We are pleased that the services and programs include early engagement for students at The Dalles Middle School who are exhibiting risk to enter into the juvenile justice system.

Wasco County has an active Local Public Safety Coordinating Council (LPSCC) that regularly has all statutory members in attendance. This plan was reviewed by the members of the LPSCC, and has been recommended for approval by the Board of County Commissioners. The LPSCC will act as the local reporting body to ensure the outcomes are being reviewed and the plan is updated if needed.

Prevention is a key component of Wasco County's approach to positive youth development and reduction of youth entering the juvenile justice system. We appreciate the continued partnership and collaboration with the Youth Development Division and the Youth Development Council.

Sincerely,

Steve Kramer, Chair  
Wasco County Board of Commissioners

**2019 Wasco County State of Oregon  
Second Amendment Sanctuary Ordinance**

**SECTION 1. TITLE**

The title of this ordinance shall be known as the "Second Amendment Sanctuary Ordinance," or "SASO."

**SECTION 2. FINDINGS**

The people of Wasco County Oregon find and declare:

- A. Acting through the United States Constitution, the people created government to be their agent in the exercise of a few defined powers, while reserving the citizen's right to decide on matters, which concern their lives, liberties, and properties in the ordinary course of affairs;
- B. The Second Amendment to the Constitution of the United States of America states, "*A well-regulated Militia being necessary to the security of a free State, the right of the People to keep and bear arms, shall not be infringed*";
- C. The rights of the people to keep and bear arms are further protected from infringement by State and Local Governments under the Ninth and Tenth Amendments to the Constitution of the United States of America as well as Article 1 of the Constitution of the Great State of Oregon;
- D. Article 1, Section 27 of the Constitution of the Great State of Oregon states, "*The people shall have the right to bear arms for the defense of themselves, and the State, but the Military shall be kept in strict subordination to the civil power*";
- E. Article 1, Section 33 of the Constitution of the Great State of Oregon states, "*This enumeration of rights and privileges shall not be construed to impair or deny others retained by the people*";
- F. The Supreme Court of the United States of America in *District of Wasco v. Heller* upheld the individual rights to bear arms as protected by the Second Amendment of the Constitution of the United States of America. Justice Scalia's opinion stated that the Second Amendment protects an individual's right to possess a firearm unconnected with service in a militia, and to use that firearm for traditionally lawful purposes, such as self-defense within the home;
- G. Justice Thomas M. Cooley in the *People v. Hurlbut* 24 Mich. 44, page 108 (1871) he surmises: "*The State may mould local institutions according to its views of policy or expediency: but local government is matter of absolute right; and the state cannot take it away*";
- H. The Fourteenth Amendment to the Constitution of the United States of America Section 1 it states, "*No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws*";

- I. There is a right to be free from the commandeering hand of government that has been most notably recognized by the United States Supreme Court in *Printz v. United States*. The Court held: ‘The Federal Government may neither issue directives requiring the States to address particular problems, nor command the States’ officers, or those of their political subdivisions, to administer or enforce a federal regulatory program. The anticommandeering principles recognized by the U.S. Supreme Court in *Printz v. United States* are predicated upon the advice of James Madison, who in *Federalist #46* advised “a refusal to cooperate with officers of the Union” in response to either unconstitutional federal measures or constitutional but unpopular federal measures;
- J. It should be self-evident from the compounding evidence that the right to keep and bear arms is a fundamental individual right that shall not be infringed and all local, state, and federal acts, laws, orders, rules or regulations regarding firearms, firearms accessories, and ammunition are a violation of the Second Amendment;
- K. Local governments have the legal authority to refuse to cooperate with state and federal firearm laws that violate those rights and to proclaim a Second Amendment Sanctuary for law-abiding citizens in their cities and counties;
- L. Therefore, through the enactment of this document Wasco County Oregon is hereby a Second Amendment Sanctuary County;

### **SECTION 3. PROHIBITIONS**

- A. No agent, employee, or official of Wasco County, a political subdivision of the State of Oregon, while acting in their official capacity, shall:
  - 1) Knowingly and willingly, participate in any way in the enforcement of any Extraterritorial Act, as defined herein; or
  - 2) Utilize any assets, county funds, or funds allocated by any entity to the county, in whole or in part, to engage in any activity that aids in the enforcement or investigation relating to personal firearms, firearm accessories, or ammunition.

### **SECTION 4. PENALTIES**

- 1) All local, state and federal acts, laws, rules, or regulations, originating from jurisdictions outside of Wasco County, which restrict or affect an individual person’s general right to keep and bear arms, including firearms, firearm accessories or ammunition are for all purposes under this ordinance defined as Extraterritorial Acts. Such Extraterritorial Acts shall not be enforced by Wasco County agents, employees, or officers and are specifically rejected by the voters of this county, and shall be treated as if they are null, void and of no effect in Wasco County Oregon. Examples of such Extraterritorial Acts includes:
  - a. Any tax, levy, fee, or stamp imposed on firearms, firearm accessories, or ammunition not common to all other goods and services on the purchase or ownership of those items by citizens; and

- b. Any registering or tracking of firearms, firearm accessories, or ammunition;
  - c. Any registering or tracking of the owners of firearms, firearm accessories, or ammunition;
  - d. Any registration and background check requirements on firearms, firearm accessories, or ammunition for citizens; and
  - e. Any Extraterritorial Act forbidding the possession, ownership, or use or transfer of any type of firearm, firearm accessory, or ammunition by citizens of the legal age of eighteen and over; and
  - f. Any Extraterritorial Act ordering the confiscation of firearms, firearm accessories, or ammunition from citizens; and
  - g. Any prohibitions, regulations, and/or use restrictions related to ownership of non-fully automatic firearms, including but not limited to semi-automatic firearms; including semiautomatic firearms that have the appearance or features similar to fully automatic firearms and/or military "assault-style" firearms by citizens; and
  - h. Any prohibition, regulations, and/or use restrictions limiting hand grips, stocks, flash suppressors, bayonet mounts, magazine capacity, clip capacity, internal capacity, or types of ammunition available for sale, possession or use by citizens; and
  - i. Any restrictions prohibiting the possession of open carry or concealed carry, or the transport of lawfully acquired firearms or ammunition by adult citizens or minors supervised by adults.
- 2) Anyone within the jurisdiction of Wasco County Oregon accused to be in violation of this ordinance may be made a defendant in a civil proceeding pursuant to ORS 203.065.
- 3) Fines recovered under ORS 203.030 to 203.075 shall be paid to the clerk of the court in which recovery is had. After first deducting court costs in the proceedings, the clerk shall pay the remainder to the treasurer of the county for the general fund of the county, pursuant to ORS 203.065.
- 4) A civil offense against this ordinance is a Class A violation, per ORS 203.065, with a maximum fine of \$2,000 for an individual, and \$4,000 for a corporation, per ORS 153.018.
- 5) Any peace officer, as defined by ORS 161.015, may enforce this ordinance, adopted under ORS 203.035.
- 6) Exceptions:
- a. The protections provided in Wasco County by Section 3(A)(1-2) of this ordinance do not apply to persons who have been convicted of felony crimes.

- b. This ordinance is not intended to prohibit or affect in any way the prosecution of any crime for which the use of, or possession of, a firearm is an aggregating factor or enhancement to an otherwise independent crime.
- c. This ordinance does not permit or otherwise allow the possession of firearms in State or Federal buildings.
- d. This ordinance does not prohibit individuals in Wasco County from voluntarily participating in assisting in permitting, licensing, registration or other processing of applications for concealed carry permits, or other firearm, firearm accessory, or ammunition licensing or registration processes that may be required by law in other legal jurisdictions outside Wasco County or by any other municipality inside Wasco County.
- e. Actions in compliance with a judgment or order of a District or Circuit court, based upon any Extraterritorial Act, are exempt from this ordinance.
- f. This ordinance does not prohibit Wasco County from enacting any other legislation to govern its own residents.

#### **SECTION 5. PRIVATE CAUSE OF ACTION**

- A. Any entity, person, official, agent, or employee of the Wasco County who knowingly violates this ordinance, while acting under the color of any state or federal law, shall be liable to the injured party in an action at law, suit in equity, or other proper proceeding for redress.
- B. In such actions, the court shall award the prevailing party, other than the government of Wasco County Oregon or any political subdivision of the county, reasonable attorney fees and costs.
- C. Neither sovereign nor governmental immunity shall be an affirmative defense of agent, employee or official of Wasco County in cases pursuant to Section 4 or 5 of this ordinance.

#### **SECTION 6. SEVERABILITY**

- A. The provisions of this act are hereby declared to be severable, and if any provision of this act or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of the remaining portions of this act.

#### **SECTION 7. EFFECTIVE DATE**

- A. The effective date of this ordinance, The Second Amendment Sanctuary Ordinance or SASO shall be effective immediately upon certification of approval by the voters of Wasco County.

## 2<sup>nd</sup> Amendment Preservation Ordinance

### Wasco County, Oregon

Section 1: THE PEOPLE OF WASCO COUNTY DO ORDAIN that the following ordinance shall be known and may be cited as The Second Amendment Preservation Ordinance.

A. The people of Wasco County find that:

1. Whereas the Declaration of Independence states that people are "endowed by their Creator with certain unalienable Rights, ...to secure these rights, Governments are instituted among Men...deriving their just powers from the consent of the governed."
2. Whereas the Constitution of the United States is the Supreme Law of the Land.
3. Whereas the Second Amendment to the Constitution of the United States of America states: "A well-regulated Militia being necessary to the security of a free State, the right of the People to keep and bear Arms, shall not be infringed."
4. Whereas The Ninth Amendment to the Constitution of the United States of America states: "the enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people," - protects ancillary rights that are closely related to the right to keep and bear arms protected by the Second Amendment; including the right to manufacture, transfer, buy and sell firearms, firearm accessories and ammunition. Hereinafter these shall be referred to as "ancillary firearm rights".
5. Whereas the Tenth Amendment to the Constitution of the United States of America states: "The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people."
6. Whereas Article 1, section 27 of the Constitution of the State of Oregon states: "The people shall have the right to bear arms for the defense of themselves, and the State, but the Military shall be kept in strict subordination to the civil power."
7. Whereas Article 1, section 33 of the Constitution of the State of Oregon states: "This enumeration of rights and privileges shall not be construed to impair or deny others retained by the people." This section protects ancillary firearms right that are closely related to the right to keep and bear arms protected by Article 1, section 27 of the Constitution of the State of Oregon.
8. Whereas the Fourteenth Amendment to the Constitution of the United States of America, Section 1 states: "No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."
9. Whereas the Fourteenth Amendment to the Constitution of the United States of America further guarantees the fundamental freedoms relating to the firearms, protected by the Second, Ninth, and Tenth Amendments, against infringement by state and local governmental action.

10. Whereas the Supreme Court, in the District of Columbia v. Heller (2008) decision, affirmed the right to keep and bear arms is unconnected to any service in a militia;
11. Whereas the Supreme Court, in United States v. Miller (1939), opined that firearms that are part of ordinary military equipment, with use that could contribute to the common defense, are protected by the Second Amendment;
12. Whereas the Supreme Court found in Miranda v. Arizona - page 384 U.S. 491: "Where rights secured by the constitution are involved, there can be no rule making or legislation which would abrogate them."
13. Furthermore, the criminal misuse of firearms is due to the fact that criminals do not obey the laws, and this is not a reason to abrogate or abridge the unalienable, constitutionally guaranteed rights of law-abiding citizens.

## Section 2. The Second Amendment Preservation Ordinance

- A. Preserves the right of the People of, on and in Wasco County to:
  1. Keep and bear arms as originally understood; in self-defense and preservation, and in defense of one's community and country.
  2. Freely manufacture, transfer, sell and buy firearms, firearm accessories and ammunition, which are designed primarily for the same purposes.
- B. These rights are retained by the People and protected by the aforementioned Constitution of these United States, and the Constitution of the State of Oregon.
- C. Therefore, any regulation of the right to keep and bear arms or ancillary firearms rights that violate the Second, Ninth, Tenth or Fourteenth Amendments to the Constitution of the United States of America, or Article 1, sections 27 and 33 of the Constitution of the State of Oregon, as articulated herein, shall be regarded by the People on and in Wasco County as unconstitutional; a transgression of the Supreme Law of the Land and its spirit of Liberty, and therefore by necessity void *ab initio*.
- D. The people on and in Wasco County do resolve by this instrument that:
  1. The Wasco County Government will not authorize or appropriate governmental funds, resources, employees, agencies, contractors, buildings, detention centers or offices for the purpose of enforcing any element of such acts, laws, orders, mandates, rules or regulations, that infringe on the right by the People to keep and bear arms, including, but not limited to the following:
    - i. Registration requirements for existing lawfully owned firearms;
    - ii. Prohibitions, regulations, and/or use restrictions related to ownership of non-fully automatic firearms, including but not limited to semi-automatic firearms; including semiautomatic firearms that have appearance or features similar to fully automatic firearms and/or military "assault style" firearms;
    - iii. Prohibition, regulations, and/or use restrictions limiting hand grips, stock, flash suppressors, bayonet mounts, magazine capacity, clip capacity, internal capacity, hand guards, barrel shrouds, or types of ammunition available for sale, possession or use;

- iv. Registration and background check requirements beyond those customarily required at time of purchase prior to December 2012;
    - v. Restrictions prohibiting the possession, carry or transport of lawfully acquired firearms or ammunition by law abiding adult citizens or minors supervised by adults.
  2. No law enforcement Agency, Office or Department shall use public funds, tax dollars, equipment or personnel for the purpose of investigating, detecting, apprehending, or incarcerating persons whose only violation of law is that they fail to secure, lock, register, or report the loss or theft of firearms or firearm related items.
- E. This Ordinance acknowledges provisions of preexisting law that:
  1. Prohibit the possession of firearms by certain felons per ORS 166.270;
  2. Prohibit the purchasing or possession of firearms by individuals who have been adjudicated mentally ill and a danger to self and others per ORS 426.130.
  3. Prohibit the possession of unlawful concealed firearms, or possession by minors per ORS 166.250.
  4. Prohibit the possession of firearms in public buildings or court facilities per ORS 166.360-166.370.
  5. Prohibit the possession of firearms to certain convicted domestic violence perpetrators under the Gun Control Act of 1968.
- F. It shall be the duty of the Sheriff of Wasco County to determine as a matter of internal policy and county concern per ORS 203.035, whether any federal, state or local regulation affecting firearms, firearms accessories and ammunition, that is enforceable within his/her jurisdiction, violates the Second, Ninth, Tenth or Fourteenth Amendments to the Constitution of these United States, or Article 1, sections 27 and 33 of the Constitution of the State of Oregon, as articulate herein.

### Section 3. Penalties

- A. Anyone within the jurisdiction of Wasco County, Oregon found in violation of this ordinance may be made a defendant in a civil proceeding by the county seeking redress of the violation, per applicable ordinances
- B. Fines recovered under applicable ordinances shall be paid to the Clerk of the Court in which recovery is had. After first deducting court costs in the proceedings, the Clerk shall pay the remainder to the Treasurer of the county for the general fund of the county, per 203.065
- C. Any peace officer, as defined by ORS 161.015, may enforce this ordinance
- D. Under county authority per ORS 203.035, enforcement of this ordinance is in alliance with the oath to uphold and defend the Constitution of the United States, and the Constitution of the State of Oregon, which the elected officials and officers of Wasco County are being held to by the People of this county. It is primarily in their scope of duties, shall indemnify them against certain liability per ORS 30.285

Section 4.

- A. If any provision of this ordinance or application of any such provision to any person or circumstance be held invalid by a Court of competent jurisdiction, the remainder of this ordinance or the application of it's provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby.
- B. Subtitles used for sections, subsections, and other parts of this Ordinance are for convenience of reference only and do not constitute a part of this Ordinance nor an expression of legislative intent

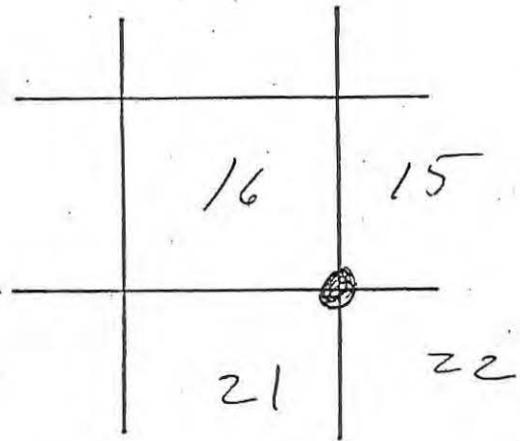
Section 5. Effective Date

This ordinance shall take effect:

# LAND CORNER MONUMENT RECORD

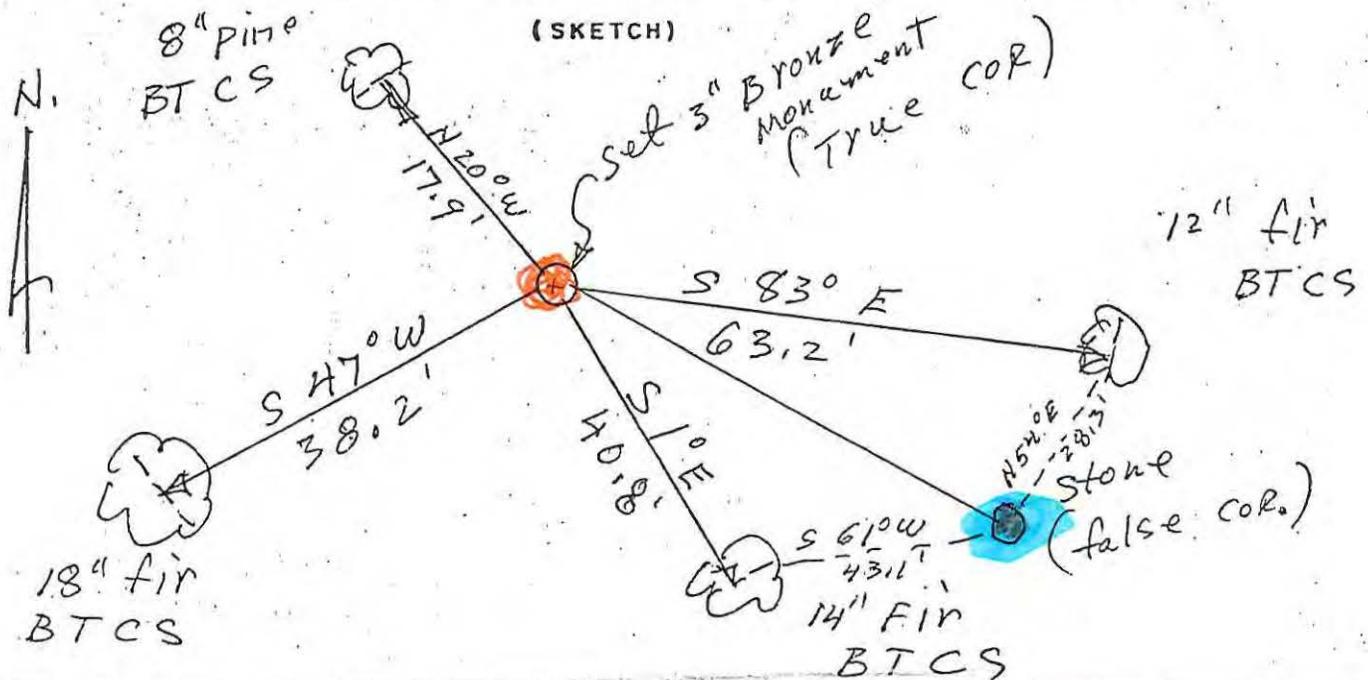
R 12 E LOCATION

	6	5	4	3	2	1
	7	8	9	10	11	12
	18	17	16	15	14	13
	19	20	21	22	23	24
	30	29	28	27	26	25
	31	32	33	34	35	36



TOWNSHIP 2 N. RANGE 12 E. SECTION 22 (N.W. COR.)

TYPE OF MONUMENT; TIES TO BEARING TREES, OBJECTS, etc.



REMARKS: (History of corner, etc.)

Corner set in accordance with survey made by T.E.C. (CS file no. E-14-16)

NAME C. Dennis Kramer  
TITLE County Surveyor  
DATE 11-6-78