



AGENDA: REGULAR SESSION

WEDNESDAY, DECEMBER 6, 2017

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 and 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.

9:00 a.m.	<p>CALL TO ORDER</p> <p>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.</p> <p>Corrections or Additions to the Agenda</p> <p><u>Discussion Items</u> (Items of general Commission discussion, not otherwise listed on the Agenda)</p> <p><u>Reserve Account Funding</u>; <u>Wholly Uncollectible Taxes</u>; <u>Justice Reinvestment Agreement</u>; <u>Support Letter</u>; <u>ORCPP IGA</u></p> <p><u>Consent Agenda</u> (Items of a routine nature: minutes, documents, items previously discussed.)</p> <p>Minutes: <u>11.1.2017 Regular Session</u>; <u>11.09.2017 Work Session</u></p>
9:30 a.m.	<p><u>Transportation Funding Update</u> – Arthur Smith</p>
9:40 a.m.	<p><u>ORMAP Agreement</u> – Ivan Donahue</p>
9:50 a.m.	<p><u>GIS Fee Waiver Request</u> – Tycho Granville/Scott Baker</p>
10:00 a.m.	<p><u>Annual Watershed Council Report</u> – Pat Davis/Abbie Forrest</p>
10:15 a.m.	<p><u>Audit Update</u> – Mike Middleton</p>
10:25 a.m.	<p><u>CGCC Prevention Collaboration Agreement</u> – Molly Rogers/Debby Jones</p>
10:35 a.m.	<p><u>Tri-County Hazardous Waste Steering Committee Report</u> – David Skakel</p>
10:55 a.m.	<p><u>National Scenic Area LUDO Update</u> – Will Smith/Riley Marcus</p>
11:25 a.m.	<p><u>Quitclaim Deed</u> – Jill Amery/Kristen Campbell</p>
11:35 a.m.	<p><u>Subdivision Plat</u> – Tenneson Engineering</p>
	<p>LUNCH BREAK</p>
1:30 p.m.	<p><u>Radio System Change Order</u> – Lane Magill, Tyler Stone, Paul Ferguson</p>
1:50 p.m.	<p><u>Building Codes</u> – Tyler Stone</p>
2:15 p.m.	<p><u>Executive Session</u> – Pursuant to ORS 192.660(2)(h) Consultation with counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed.</p>
	<p>HEARING TO BE HELD AT TYGH VALLEY COMMUNITY CENTER 57594 TYGH VALLEY ROAD, TYGH VALLEY, OR</p>
6:00 p.m.	<p><u>SOAK Outdoor Mass Gathering Permit Hearing</u> – Dawn Baird</p>
	<p>COMMISSION CALL</p>
	<p>NEW/OLD BUSINESS</p>
	<p>ADJOURN</p>



WASCO COUNTY BOARD OF COMMISSIONERS
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PRESENT: Scott Hege, County Commissioner
Steve Kramer, Vice-Chair
Rod Runyon, Commission Chair
STAFF: Tyler Stone, Administrative Officer
Kathy White, Executive Assistant

At 9:00 a.m. Chair Runyon opened the Regular Session with the Pledge of Allegiance.

Discussion List – Reserve Account Funding

Wasco County Assessor Jill Amery noted that last month she had reported on reserve funding for the Charter appeal and Burlington Northern Sante Fe (BNSF). BNSF had not yet filed and therefore she had not made a recommendation to set aside funds. Two days after the November Board session, BNSF filed an appeal of their value assessment; Ms. Amery is now recommending funds be set aside in reserve pending the outcome of that appeal.

Commissioner Hege asked if this will go through the Board of Property Tax Appeals. Ms. Amery replied that it will not; since it is considered a utility, it will go directly through the magistrate. She went on to say that we are required to notify the appellant that we are setting a portion of their taxes aside in reserve for a potential refund which can only accrue bank interest. She commented that the interest had previously been set at 16% - a requirement that ended last year.

Commissioner Hege observed that BNSF has paid their taxes and we will be setting aside the appealed amount. Ms. Amery confirmed his statement.

*****The Board was in consensus to move forward with the BNSF reserve fund to set aside the taxes that are in dispute through the court system.*****

Ms. Amery pointed out that there are other entities who will be impacted by the Charter appeal; however, the amounts are not substantial enough to warrant a set aside.

Commissioner Hege asked if the Charter funds are still accruing at 16%. Ms. Amery responded that funds set aside previously for the Charter appeal will continue to accrue 16% interest; from this point forward, the fund set aside will accrue at the bank interest rate.

Discussion – Wholly Uncollectible Taxes

Ms. Amery explained that this personal property manufactured home was moved out of state. Since manufactured homes are licensed on-line by the state, County Assessors generally are not aware of them being moved or destroyed until an appraiser goes on site. Her staff recently discovered that the home was not there and have not been able to collect for whatever portion of time it was still in Wasco County.

*****The Board was in consensus to move forward with the process for the uncollectible taxes.*****

Discussion – Support Letter

Waste Connections Assistant District Manager Kevin Green stated that he is requesting a letter in support of more tonnage into the landfill. He said that they are bidding for one transfer station which does about 250 tons. He stated that part of the process is to submit a letter of support from the host county. He said that the increase in tonnage will mean an increase in host fees to the County as well as an increase in living wage jobs – up to five at the landfill.

Commissioner Hege asked how the increase in tonnage would impact the life of the landfill. Mr. Green replied that estimating the life of the landfill is not an exact science. Aerial shots of the landfill are used to determine the life span; the last estimate was 60 years. The increased tonnage would reduce the life span to about 47 years. He added that if Waste Connections acquires Cowlitz County landfill, then it would change as some of the tonnage brought in to Wasco County from Washington State would then go to the Cowlitz County landfill. Commissioner Hege asked what will happen in 47 years. Mr. Green responded that they are already talking about potential expansion of the landfill and Cowlitz County will be a game changer – it is a 10-year contract with two 5-year extensions.

Commissioner Kramer thanked Commissioner Hege for his thoughtful questions. He added that as material management evolves, he see a potential to decrease tonnage which would increase the life of the landfill. Mr. Green agreed, adding that Metro is also interested in reducing the tonnage.

*****The Board was in consensus to sign a letter of support of Waste Connections bid to accept additional tonnage at the Wasco County Landfill.*****

Discussion – Justice Reinvestment Grant Agreement

Community Corrections Manager Fritz Bachman announced that the Department of Corrections and Criminal Justice Commission is awarding Wasco County Community Corrections all funds requested in the grant application. He stated that the budget is on track and moving forward as expected. He reminded the Board that the grant application had been approved by both the Local Public Safety Coordinating Council and the Wasco County Board of Commissioners; this agreement formalizes the award. He stated that there is a roll-over amount from the previous grant award; those funds will all be channeled into housing.

Commissioner Hege noted that the underspending from the previous biennium is significant and asked how that money will be replaced going into the next biennium. Mr. Bachman responded that the money had always been budgeted for housing but with the transition to a new manager and delays in obtaining a house for Bridges to Change, he was not able to expend it by the end of the biennium. He said that the state is transparent about their funding as they want Counties to feel secure in their expectations. He added that he will make sure to protect the County from any contraction in the budget.

{{{Commissioner Hege moved to approve the Criminal Justice Commission Justice Reinvestment Grant Program Grant Agreement. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Transportation Funding Update

Public Works Director Arthur Smith reviewed the documents provided in the Board Packet. He explained that the increased tax is dedicated for roads. He stated that work is ongoing to develop implementation standards and reporting. He said that the reporting will impact future increases.

Commissioner Hege observed that Wasco County already maintains a pavement condition index. Mr. Smith responded that each year he inspects a portion of the roads and bridges in the County and therefore would be able to produce a report now if asked. He went on to review his plan to implement the additional revenue, noting that the recent budget included a dip into road reserve funds. He said that he would like to complete maintenance on 30 miles of road each year – the additional funding will allow him to do that. Theoretically, our PCI will be up to levels similar to the 1980s.

Mr. Stone pointed out that everything he is hearing at the state is that we have a massive hill to climb in the State budget. He asked if the roads officials have been working to protect these funds. Mr. Smith replied that the state tax for gas is dedicated funding that can only be used for roads. He conceded that the state legislature can amend the laws but said that he would be very surprised if this bipartisan effort to increase road funding would be reversed or modified.

Mr. Smith concluded by saying that in 2009 we had a transportation system plan update. With the increase in funding, we should be able to begin implementing those projects and safety improvements in 2022.

Agenda Item - ORMAP

Wasco County Survey and Engineering Technician Ivan Donahue explained that this contract from the Department of Revenue formalizes the grant award that resulted from the Wasco County ORMAP grant application approved by the Board in September. He stated that this agreement is similar to the last three in the multiple-stage project to be completed in 2020. He announced that Lane County should be finishing up the northern section of The Dalles soon and provide us with new tax lot maps. This current agreement is for work that will complete the remapping of The Dalles.

{{Vice-Chair Kramer moved to approve the Department of Revenue ORMAP IGA #3681-17. Commissioner Hege seconded the motion which passed unanimously.}}

Agenda Item – GIS Fee Waiver Request

GIS Coordinator Tycho Granville noted the North Wasco Park and Recreation District's letter, included in the Board Packet, requesting a fee waiver for GIS data. He reviewed his memo, also included in the packet, highlighting that two of the partners have not provided feedback for the request. He pointed out that Sherman County is opposed to waiving a fee for an outside vendor but supports

a reduction with the caveat that we restrict the use of the data.

Commissioner Hege asked if there is any language in the agreements addressing this. Mr. Granville replied that it is generally understood by all partners but not written in the agreements. Information Services Director Paul Ferguson commented that we are in the process of rewriting those agreements. He said that since they pay into the system, we feel like it is their data as well as ours.

Chair Runyon said that he would like to see a restriction on how they share that data. Mr. Granville observed that we have had about a half a dozen or so fee waiver requests but have only granted one.

Chair Runyon said that he is conflicted – while he wants to help NWPRD, the GIS program needs to be funded. He said he would like to hear from the other two partners before making a decision on the request.

Commissioner Hege agreed and asked what the timing is for the decision.

NWPRD Executive Director Scott Baker said that he spoke with the consultant who has agreed to draft a letter stating that use of the information will be limited to this NWPRD project. He pointed out that this project will help the County moving forward. He explained that there is not a local firm that can do this work.

Chair Runyon observed that one partner suggested a 50% reduction for a non-local vendor.

Mr. Stone asked if the agreement states a not-to-exceed amount for services. Mr. Baker replied that it does. Mr. Stone said that it should be the consultant's responsibility to obtain the data as part of their service. Mr. Baker replied that the bid was detailed and did not include the data as they have not had to pay for this in other projects and therefore did not anticipate the cost. Mr. Stone said that he could support the waiver if NWPRD would get a corresponding decrease in costs from the vendor or a corresponding increase in services provided by the vendor.

Commissioner Hege agreed saying that we want to make sure that this is a benefit to NWPRD, not to the vendor.

Mr. Stone pointed out that the fees paid by the partners do not come close to paying for the program; fees help to somewhat close that gap.

Commissioner Hege said that he wants to hear from the other partners who have not yet provided feedback. He said he would also want the letter stating that the use of the data would be limited to this project and that NWPRD will get a reduction in costs or an increase in product or services.

Chair Runyon tabled the decision until the December 20th session.

Agenda Item – Watershed Coordinating Council Annual Report

Wasco County Soil and Water Conservation District Watershed Coordinator Abbie Forrest and Watershed Coordinating Council Chair Pat Davis appeared before the Board to present their annual report. Ms. Forrest reviewed the report included in the Board Packet.

Chair Runyon observed that there had been some landowner resistance to the project intended to address the problem of comingled wells in the Mosier area. He asked if there had been any change. Ms. Forrest replied that there are still a couple of hold-outs, but most landowners are participating – it has been a long process. She noted that they are now seeing the same problem in the 15-Mile Watershed.

Field and Office Assistant Tatiana Taylor reported that the 15-Mile Watershed program to maintain stream and river levels throughout the summer has been working – levels did drop off during the summer, but no fish died as a result. She stated that the steelhead update indicated that this has been a great year for the species with over 50,000 smolt this year compared to 30,000 last year. She said that they also had an update on the 15-Mile Watershed feasibility study – the desktop study is complete. Phase 2 – test pits – will begin in January.

Mr. Davis reported that in the southern part of the County, the WSC and the District received funding for Juniper Flat to begin a study on their 60-gallon-per-minute leaking problem; Anderson Perry has been engaged to do the study. He said that as soon as that is in place, they will seek funding to do the work. He reported that it is an open ditch now and there are various tactics that can be employed to address the problem. He said that the Electric Cooperative is interested in using the water for a hydro plant.

Mr. Davis went on to report that Bakeoven Watershed is working with the Natural Resources Conservation Service to evaluate potential projects in their watershed. He observed that the White River is often set off to the side as they do not have the fish issue; however, one-third of the water in the Deschutes

River comes from the White River and it needs to be a healthy system. He said that the goal is to work with each Council to ensure the health of the entire system.

Commissioner Hege commented that he has heard that it has been a horrible year for steel head and wonders why there are conflicting reports. Ms. Forrest replied that Fish and Wildlife provided the information through a motion detecting camera study.

Agenda Item – Audit Update

Finance Director Mike Middleton reported that the audit is not proceeding at the rate we planned; there are some recurring difficulties. One item is incorrectly reported fund balance and receivables; reconciliation was not completed correctly. He stated that we have brought in Consultant Debbie Smith-Wagar to help get caught up. He said that we have provided information to the auditors.

Ms. Smith Wagar observed that when she acted as Interim Finance Director for Wasco County, she was frustrated by the software. She noted that Tyler Technology is not improving this outdated software and while Wasco County would like to move to a newer system, it is a huge undertaking especially with the transition to a new Finance Director and so many new staff in the department. She explained that Mr. Middleton was trying to get the department back on track before taking that on.

Ms. Smith-Wagar went on to say that the current system buries errors and makes it very difficult to unravel a problem to find its true source. She said that she is hopeful that we can get this situation under control and she can provide support to make the transition to updated financial software. She said that Wasco County has requested an audit extension to January 31st and will definitely be able to meet that new deadline.

Mr. Stone stated that he is happy to have a plan in place to rectify issues that he had hoped to have solved by now. He said that at this juncture, he is looking to move forward.

Chair Runyon asked if we need to hold-off on hiring a new Finance Manager. Mr. Stone replied that the Finance Department is maxed-out and needs that position filled as soon as possible. Ms. Smith-Wagar agreed saying that it is difficult getting and keeping qualified people. She stated that it can take a while

to find the right person and you want to be ready to snag that person when they appear. Mr. Middleton added that he has a candidate for which they have completed two interviews and will be allowing the Finance staff to meet with her before hiring. He said that we want to be very confident in the hiring process.

Agenda Item – CGCC Prevention Collaboration Agreement

Youth Think Prevention Coordinator Debby Jones reported that Youth Services was approached by Shayna Dahl from Columbia Gorge Community College to collaborate on prevention work. CGCC is seeking funding for the work and believes community collaboration will positively influence grantors. She said that by the time the MOU came to Wasco County, there was a deadline to process it and therefore it was signed by the Youth Services Director Molly Rogers prior to coming to the Board. She reported that there had been some concerns about language; she and Ms. Rogers did some wordsmithing before signing. She acknowledged that the agreement went through the system backwards and she now has a clear path to follow for future agreements.

Ms. Jones continued by saying that it is a positive agreement with no financial obligation on the part of the County. She stated that she had not previously thought about partnering with the college but it makes sense for their younger population of students.

Ms. White said that although the agreement did not follow the normal process and has already been signed, it will still need affirmation by the Board.

Commissioner Kramer commented that this will benefit our youth and also opens the door to an opportunity for repaired relationships with the college.

Chair Runyon agreed, saying that it is a good project. Commissioner Hege also concurred; the youth at the college face the same challenges as the high school population. He said that we will benefit as the grants are specifically targeted to colleges – those are funds we cannot access at the County level.

Ms. Jones stated that they will be meeting in January to discuss next steps.

*****The Board was in consensus to affirm the Prevention Collaboration MOU between Columbia Gorge Community College, Hood River County Prevention Department and Wasco County Youth Think.*****

Agenda Item – Tri-County Hazardous Waste Steering Committee Report

Household Hazardous Waste Coordinator David Skakel reviewed a presentation (attached) regarding the various programs supported through Tri-County Hazardous Waste. He noted that Wasco County is one of the nine governing members and acts as the lead agency. He noted that we are now starting to recycle organic materials and have a commercial composting company – Dirt Huggers – in Wasco County. In addition, we are facing the recycling crisis brought on by China's new unachievable comingle standards which has been exacerbated by the closure of A&P Recycling Center in The Dalles. He said that we have been put on a 200 ton monthly limit for recyclable materials – we produce 200 tons of cardboard and 200 tons of comingle. He said that we are sending through the cardboard as it still has value. He stated that they have had a good deal of support from Commissioner Kramer and Planning Director Angie Brewer.

Chair Runyon commented on the Tygh Valley location of the commercial composting company. Mr. Skakel responded that it is not the ideal location and they hope to find something somewhere between Cascade Locks and The Dalles. Vice-Chair Kramer added that they are working with a realtor to find a better location; Dirt Huggers is working to support recycling in The Dalles.

Chair Runyon called a recess at 10:55 a.m.

The session reconvened at 11:00 a.m.

Agenda Item – National Scenic Area LUDO Update

Chair Runyon opened a public hearing for the review of changes to the National Scenic Area Land Use and Development Ordinance. He asked the Board to disclose any conflicts or ex parte communications – there were none. He asked if anyone in the audience wished to challenge any Commissioner's right to hear this matter or the jurisdiction of the Board to act on behalf of Wasco County – there were none.

Senior Planner Will Smith and Associate Planner Riley Marcus reviewed the changes to the National Scenic Area LUDO (included in the Board Packet), explaining that they are the result of a recently decided court decision. In addition, some grammar and formatting changes have been made in response to a memo from Friends of the Gorge (attached).

Planning Director Angie Brewer noted that changes made by the Planning Commission and those in response to Friends of the Gorge memo are not substantive. She went on to say that there were no responses to the Measure 56 noticing for the changes. She reported that there was a public meeting on November 11th. Ms. Brewer concluded by saying that they reviewed the entire ordinance rather than just the pieces required by the court decision.

Commissioner Hege asked if there is some sense of why we did not receive any comments. Mr. Smith said that while there was some attendance at the Planning Commission meeting, there were no comments. Ms. Brewer added that at the same time these changes were being made, the Gorge Commission was having listening sessions for their management plan and a lot of people were funneled to attend those.

Mr. Smith stated that once the changes to the NSA LUDO are approved by the Board of Commissioners, it will go to the Gorge Commission for approval. Ms. Brewer said that she does not foresee any problems; the bulk of the changes are exactly what was requested. She noted that there was one grammatical change made by the Planning Commission that the Gorge Commission will want to take a closer look at.

Vice-Chair Kramer pointed out that throughout the document it refers to both the Board of Commissioners and the County Court. He noted that we no longer have a County Court and the terminology should be consistent throughout the document.

Commissioner Hege read the title of the Ordinance into the record: IN THE MATTER OF THE WASCO COUNTY PLANNING DEPARTMENT'S REQUEST TO APPROVE THE PROPOSED LEGISLATIVE AMENDMENTS TO UPDATE THE WASCO COUNTY NATIONAL SCENIC AREA LAND USE AND DEVELOPMENT ORDINANCE TO CREATE CONSISTENCY WITH UPDATES TO THE MANAGEMENT PLAN OF THE COLUMBIA RIVER GORGE NATIONAL SCENIC AREA AND MAKE OTHER AMENDMENTS APPROPRIATE FOR WASCO COUNTY (FILE NUMBER PLAEG-10-10-0001) ORDINANCE 17-003

The hearing was closed at 11:21 a.m. The second hearing will be held at the December 20, 2017 Board session.

Agenda Item – Quitclaim Deed

County Counsel Kristen Campbell explained that this issue derives from the

sliver of County-owned land and a closed bid process to dispose of the land. She explained that although Wasco County followed their established process as did one of the adjoining property owners, it became apparent that the other adjacent property owner was not happy with the outcome. The County gave the neighbors time to work out their differences but they were unable to reach an agreement. She stated that Wasco County Administrative Officer Tyler Stone successfully mediated the matter to a signed settlement agreement which allows the County to convey the parcel today and the parties will then complete the process for a lot line adjustment.

Ms. Amery said that this process began over a year ago and she has some concerns about the process following the conveyance of the deed. She reported that she has spoken with Wasco County Surveyor Bradley Cross about those concerns and developed a plan wherein the County will act as the petitioner on the first step of the lot line adjustment process. Mr. Cross has laid out a path for the existing lot to be dissolved, divided and absorbed into the adjacent lots. Wasco County will monitor and act as a catalyst to move the process along. She added that the City of The Dalles will waive the fees to the County.

Commissioner Hege asked if we accepted funds for the lot. Ms. Amery replied that we did as it began with one of the neighbors purchasing the property; we will be giving the money back. Mr. Stone commented that it is far cheaper to refund the money and move forward as both property owners had plans to file suit against the County.

{{{Vice-Chair Kramer moved to approve the Quitclaim Deed that WASCO COUNTY, a Political Subdivision of the State of Oregon, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto, Mary Hanlon and to Larry Black, as joint tenants with undivided one half (1/2) interests, hereinafter called grantees and unto grantees' heirs, successors and assigns all of the grantor's right, title, and interest in that certain real property with the tenements, hereditaments and appurtenances there unto belonging or in any way appertaining, situated in the County of Wasco, State of Oregon, as described within the Deed. Commissioner Hege seconded the motion which passed unanimously.}}}}

Discussion – Oregon Cooperative Procurement Program Agreement
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Mr. Stone stated that this is the agreement with the State to be a member of the program. He said that he supports the membership as we save more than the

\$2,000 membership fee through the program. He said that he has not quantified that savings, but we often piggy-back on State contracts and cannot know the actual savings unless we were to go to the expense of a bidding process.

Chair Runyon said that he would like to see some estimate of the savings and an idea of how often we use the system.

{{{Vice-Chair Kramer moved to approve Oregon Cooperative Procurement Agreement. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – Subdivision Plat

Ben Beseda with Tenneson Engineering explained that this subdivision plat will divide the remaining Northwest Aluminum plant property into four parcels for future development. He said that it has been approved by all others in the approval process.

*****The Board was in consensus to sign the plat dividing on parcel into four at the Northwest Aluminum property.*****

Consent Agenda – 11.1.2017 and 11.9.2017 BOCC Minutes

{{{Vice-Chair Kramer moved to approve the Consent Agenda. Commissioner Hege seconded the motion which passed unanimously.}}}

Chair Runyon called for a recess at 11:40 a.m.

The session reconvened at 1:30 p.m.

Agenda Item – Radio System Change Order

Mr. Stone explained that in addition to the change order, there is a request for approval of an exemption to the Contracting Rules as this contract piggybacks on a state contract for the radio system through the Harris Corporation. The change order is for \$28,000 to adjust the scope of the contract to include all 16 radio channels currently in use in Wasco County. He explained that this contract has been significantly off-track as the Sheriff interpreted the approval of the purchase order as the authorization to move forward with the contract. Therefore, it moved forward without coming before the Contracting Board. He said that today's process should remedy that.

Information Services Director Paul Ferguson stated that it has been about a year since 9-1-1 was notified that their system would no longer be supported. They

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chose Harris as their new vendor with Sheriff Magill and 9-1-1 Manager Joe Davitt attending the product demonstration. The project is to replace core radios for dispatching through the radio system – the phone system was updated a couple of years ago. The radio system brings in messages through our towers to communicate with deputies, fire, first responders and police. He stated that it is a large project and vital to public safety. He noted that he was not brought into the project until after systems decision had already been made and radios were being delivered. The contract was for only eight channels when we have sixteen – that is what will be covered by the change order. He added that we also want to be able to use cell phones as radio receivers which is an added feature that is a significant upgrade to what we currently have.

Chair Runyon asked why it was not thought to bring this to the Board. Mr. Davitt said that they thought when they submitted a purchase order and it was signed, that they had approval. He said that it was their mistake. Chair Runyon commented that when the purchase order is approved by a member of the Board, it then goes to Finance. It is just an acknowledgement that the money is in the budget and available – it is not contract approval.

Mr. Stone stated that the project is over budget and the contract has not been signed by the Board which essentially makes it null and void. He said that it is a 5-year contract on a lease agreement for the radio system. He reported that the 9-1-1 users group met about replacing these radios several months ago and agreed to a 3-year lease term to be able to move it forward and give time for the users to examine how we are operating. He said that another concern is that we don't have money in the 9-1-1 Equipment Reserve Fund; we can cover the contract but cannot purchase the equipment outright. In addition, the City of The Dalles has not paid their full amount this year which is troubling.

Commissioner Hege asked at what point in time will the contract be in force. Mr. Stone replied that the Sheriff did not have the authority to sign the contract; our position is that it makes the contract null and void – Harris probably has a different perspective.

Commissioner Hege asked if this is a purchase or a lease. Mr. Ferguson responded that it is a lease to purchase; in the third year, we will have the funds to complete the purchase.

Mr. Stone said that there are options for moving forward. The Board can not sign the contract and we will deal with the repercussions of that decision which

would probably mean going out to bid on the project. Or, the Board can approve the contract and change order along with the exemption and continue this project. He said that the change order is secondary to approval of the contract and exemption.

Chair Runyon asked what the change order will do. Mr. Ferguson replied that it will add the additional set of equipment to support sixteen channels which are necessary to hear all the calls coming in to be dispatched.

Mr. Stone asked what will happen to the existing radios. Mr. Ferguson replied that they will be surplussed as they will be replaced by the new system.

Commissioner Hege asked if we put out a request for eight channels; did we not know we had sixteen? Mr. Davitt responded that it was a second mistake on his part. He said that we did not tell Harris how many we needed and he had said eight. Mr. Stone stated that he sees some shared responsibility for this – the Harris engineers should have caught that when they came out. He said that based on that, he asked Harris to work with us on the change order cost but they have replied that they would not.

Harris Senior Program Manager Phil Rutland said that he appreciates working with Wasco County. He said that the eight channels are outlined in the contract and there is now an outstanding invoice that is 60 days past due. He said that they need some payment in order to move forward. Regarding the cost of the additional channels, he stated that they have located a couple of used cards that could be used and would drop the cost by half. He noted that Wasco County has possession of the equipment and 80% of the testing is complete. Mr. Davitt added that testing and training has been put on hold while issues are being resolved.

Janine Webber with Harris added that she has connected the County with their leasing partner which is their normal process when an entity cannot pay for the system up front. That requires a separate agreement with the bank for funding.

Commissioner Hege observed that this is not just Wasco County as we operate on behalf of the City and the Fire District. He said that he would think they would be part of the decision-making process. He asked how they have been involved. Mr. Stone replied that he just found out about it three weeks ago. The group had previously discussed the upgrade and were looking at purchasing outright or on a 3-year term. Everyone was onboard with replacing the equipment but did not know what that would look like and did not have the

opportunity to weigh in on the final decision.

Chair Runyon said that he understands the Sheriff is considering not filling a position to pay for the change order. Mr. Stone responded that it is a solution the Sheriff has put forward but it may not be the optimal solution as it would have Wasco County paying the full amount. He said that there are other contracts that he has pulled for not following the contracting rules; there will be refresher training at the next Management Team meeting. However, that does not change the fact that we are halfway down the road with this project.

Commissioner Hege asked if the partners were aware of the costs. Mr. Stone replied that they knew the initial costs but he does not know if those costs changed. Mr. Middleton commented that the costs are quite similar. Mr. Stone noted that they do not know about the change order.

Commissioner Hege stated that although the change order costs may be cut in half, he does not want Wasco County to make unilateral decisions when we have partners – that is not the way we do business. Mr. Stone reported that he has instituted regular meetings with the 9-1-1 users. Mr. Ferguson pointed out that the project was in the Sheriff's Strategic Plan.

Further discussion ensued regarding the used cards. Mr. Rutland stated that since they are used, they will not come with a warranty.

Vice-Chair Kramer asked if there is any value to the equipment being surplussed. Mr. Davitt replied that they cannot even get parts for the equipment so there is not likely much value. He reported that they are already cannibalizing spares to keep the live ones working.

{{{Commissioner Hege moved to approve an exemption for the Harris Corporation contract from the competitive selection process from the Local Contracting Review Board, under Public Contracting Regulations article 18. Cooperative Procurement Exemption, which states the following: "Also referred to as "piggy-backing", cooperative procurements are purchases conducted by or on behalf of one or more contracting agencies. A cooperative procurement includes but is not limited to multiparty contracts and price agreements." "(1) As provided by ORS 279A.200 to 279A.225. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

{{{Vice Chair Kramer moved to approve the Harris Corporation Agreement

For a total of \$310,000 and to authorize the Administrative Officer to complete approval of the change order for additional channels to be added to the system. Commissioner Hege seconded the motion which passed unanimously.}}}

Mr. Middleton commented that now that the contract has been approved, the outstanding invoice will be paid.

Agenda Item – Building Codes

Chair Runyon observed that the City has made a determination that will help to inform this discussion. He said that there is no decision expected today.

Mr. Stone stated that the County went into this process with the intention of trying to create a City/County development department housed under one roof – Planning for both entities along with Building Codes. Part of that plan was to pay the loan owed to the Building Codes program and through that process acquire the MCCOG building. The Building could then be used to house the Community Development Department and would be either owned by both the City and County or owned by the County with the City paying rent. However, the City does not want to partner with the County on a regional community development department; they want the County to provide the Building Codes program in which they will participate.

Commissioner Hege pointed out that the City Council motion included direction for staff to continue to look at the co-location model. Mr. Stone concurred saying that he thinks they are stuck on the initial costs rather than the long-term benefit to the community. He said that he is looking for direction from the Board on how to move forward. He said that he has some reservations as to whether the County should continue to pursue the management of Building Codes at all.

Mr. Stone noted that the issue is further complicated by the interests of the other smaller counties that currently participate in the program. He reported having presented a draft agreement to the smaller counties. That draft was based on the community development model and includes a plan to purchase the building for the amount of the outstanding debt. Building Codes reserves would be held by the County to compensate for down years until such time as they were down to \$1 million at which time the program would begin to charge participants for actual time and materials. He stated that Gilliam County is looking at partnering with Morrow County for Building Codes; Sherman County wants to work with us. He said that he does not see the benefit of managing

Building Codes for Wasco and smaller neighboring counties without the participation of the City of The Dalles.

Chair Runyon commented that with 90% of the Building Codes activity occurring in The Dalles, it makes sense for the City to be involved.

Mr. Stone reviewed some of the challenges of managing the Building Codes program:

- Building Codes staff is difficult to find and highly paid – at least two of the current staff will be retiring.
- If we take on the program, it will be adding a significant work load to the Planning Department at a time when both Planning and Building Codes are entering their busy season.
- The County will be taking on an additional 3-5 full-time employees with benefits in PERS.

Mr. Stone went on to say that we do not know what direction our partners will take and it may be that MCCOG will not want to sell the building to us. If they do not sell the building to us, we would have to make space for them in the Planning Department. He said that in the interim, he has notified the state that they need to be prepared to take the program on a temporary basis as of February 1st. He stated that he has asked for a staffing model for that temporary period – which could become permanent.

Commissioner Hege stated that the cost was an issue for the City. He said that the Building Codes program needs to pay for itself so that if we were to take it, there would be no net loss. Mr. Stone said that is the proposal he has put forward. He pointed out that there will be lean years in which reserves will be used or fees would be assigned on a time and materials basis. He added that the other partner counties are free to turn their program back to the state. He said that he does not have a firm recommendation at this point as there is not enough information; if pressed for a recommendation today, he would say to send it back to the state.

Ms. Amery commented that her department deals with Building Codes inspections directly. She reported that when dealing with the State on the manufactured homes, she does not get good and timely information. Mr. Stone added that regardless of where the program goes, Wasco County will be implementing the Accela program which processes all permits for planning and

building codes. Ms. Amery expressed some skepticism, saying that those assurances were also given when the State took the manufactured home permitting.

Commissioner Hege stated that he wants to be very clear about our options – the State option seems very uncertain. He said that once we have that information, we need to talk to the contracting community to hear their perspective. He pointed out that if the State is not going to do a good job, it will constrain progress here. Mr. Stone responded that there is already a draft letter intended for the contracting community; it was put on hold waiting for more information.

Chair Runyon commented that it will be up to MCCOG to solve their indebtedness.

Commissioner Kramer reported that he has spoken with Sherman County Judge Shaffer and concluded that the four partner counties need to sit in the room with Mark Long and his team from State Building Codes to ask questions and get answers. He said that needs to happen sooner rather than later. Mr. Stone said that we tried to solve it all in one fell swoop but not everyone is ready.

Master Electrician Wayne Lease observed that the program will need a strong building official. He said that all the questions being asked can be answered by ORS. He went on to talk about past complaints about how finances at MCCOG have been managed. Mr. Stone stated that we are trying to solve the problems that exist today. Mr. Lease suggested that reducing fees by 40% will cost the state money and get their attention.

Agenda Item – Executive Session
--

At 2:15 p.m., Chair Runyon opened an Executive Session pursuant to ORS 192.660(2)(h) Conferring with legal counsel regarding litigation.

The regular session reconvened at 4:15 p.m.

*****The Board was in consensus to direct staff to draft a letter to the Northern Oregon Regional Correctional Facility to:**

- **Urge the NORCOR Board of Direction to immediately convene an emergency meeting to discuss the recent Disability Rights of Oregon report.**
- **Demand an independent investigation be launched to investigate**

and address the findings and recommendations contained in the Disability Rights of Oregon report.

- **Advise the NORCOR Board of Directors that Wasco County will immediately redirect any youth in NORCOR custody to a different facility pending resolution of the Disability Rights of Oregon report.**
- **Immediately transfer the operational control and administration of the NORCOR Juvenile Detention Facility to the Juvenile Directors Oversight Committee pursuant to ORS 419A.101(3).**

The Board also granted permission for the use of their electronic signatures to be added to the letter.***

Chair Runyon called a recess at 4:17 p.m.

Public Hearing – SOAK Outdoor Mass Gathering Permit
--

Chair Runyon opened the hearing at 6:01 p.m. He asked if any Commissioner wished to disqualify themselves for any personal or financial interest in this matter – there were none. He asked if any member of the audience wished to challenge the right of any Commissioner to hear this matter or the jurisdiction of the Board to act on behalf of Wasco County on this matter. There were none. He asked if any Commissioner needed to disclose ex-parte contacts. There were none.

Wasco County Associate Planner Dawn Baird reviewed the permit presentation included in the Board Packet. She noted that the site plan is unchanged from previous years and the applicant has demonstrated compliance with or the ability to comply with the applicable health and safety rules. She stated that staff recommends approval subject to the conditions and findings contained in the staff report dated December 6, 2017.

Commissioner Hege stated that he does not see a fire plan which is something that has been included in past permit hearings for the SOAK event. Vice-Chair Kramer pointed out that it is mentioned in the findings that the fire districts have been contacted. Tygh Valley Fire Chief Gary Duree stated that the fire districts act as back-up; the organizers and landowners have their own equipment on-site. Chair Runyon asked that the plan be included in future reports.

SOAK representative Ms. Green stated that this will be the fourth year of the event in Tygh Valley and they are looking forward to working with the community. Melissa Kasberg, event producer, said that last year's event was

very successful and they are committed to remaining compliant with all regulations and requirements. She pointed out that there is a fire protocol for ceremonial burns. The event does not use county water or dumpsters – it is a pack-it-in-pack-it-out event. She reported that when the event is concluded, there is a leave-no-trace crew that stays behind.

Commissioner Hege asked about criteria for the ceremonial burns. Ms. Kasberg replied that both of their fire leads have a long history in fire prevention – they and their team keep a watchful eye, positing suppression crews on the hillside and near the burn. She added that they also work with the sculpture architects so there is a clear understanding of the materials and footprint.

Landowner Fred Justesen stated that fire is one of his biggest concerns as well. He reported that they keep three or four pump trucks on site. He stated that the organizers have done a fantastic job. Fire Chief Duree said that if winds exceed 10 mph, there will be no burn. He added that on the nights of the burn, they have a fire truck on site.

Chair Runyon asked if anyone wished to speak in opposition to the event. Dan Van Leemer, who arrived only moments ago, stated that he is building a log cabin down the road. He asked if this event will abide by the principals of the original burning man event. Chair Runyon briefly reviewed the preceding conversations and assured Mr. Van Leemer that it is a well-run event. He suggested that Mr. Van Leemer stay after the hearing to talk with the event organizers.

Chair Runyon closed the hearing to testimony and the Board entered into deliberations.

{{Vice-Chair Kramer moved to approve the application for an Outdoor Mass Gathering Permit PLAOMG-17-09-0003 (SOAK) with amended findings and conditions to include a fire protection plan. Commissioner Hege seconded the motion which passed unanimously.}}

Chair Runyon adjourned the session at 6:31 p.m.

Summary of Actions

MOTIONS

- **To approve the Criminal Justice Commission Justice Reinvestment**

Grant Program Grant Agreement.

- **To approve the Department of Revenue ORMAP IGA #3681-17.**
- **To approve the Quitclaim Deed that WASCO COUNTY, a Political Subdivision of the State of Oregon, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto, Mary Hanlon and to Larry Black, as joint tenants with undivided one half (1/2) interests, hereinafter called grantees and unto grantees' heirs, successors and assigns all of the grantor's right, title, and interest in that certain real property with the tenements, hereditaments and appurtenances there unto belonging or in any way appertaining, situated in the County of Wasco, State of Oregon, as described within the Deed.**
- **To approve Oregon Cooperative Procurement Agreement.**
- **To approve the Consent Agenda: 11.1.2017 Regular Session Minutes, 11.9.2017 Work Session Minutes.**
- **To approve an exemption for the Harris Corporation contract from the competitive selection process from the Local Contracting Review Board, under Public Contracting Regulations article 18. Cooperative Procurement Exemption, which states the following: "Also referred to as "piggy-backing", cooperative procurements are purchases conducted by or on behalf of one or more contracting agencies. A cooperative procurement includes but is not limited to multiparty contracts and price agreements." "(1) As provided by ORS 279A.200 to 279A.225.**
- **To approve the Harris Corporation Agreement for a total of \$310,000 and to authorize the Administrative Officer to complete approval of the change order for additional channels to be added to the system.**
- **To approve the application for an Outdoor Mass Gathering Permit PLAOMG-17-09-0003 (SOAK) with amended findings and conditions to include a fire protection plan.**

CONSENSUS

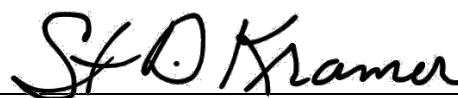
- **To move forward with the BNSF reserve fund to set aside the taxes that are in dispute through the court system.**
- **To move forward with the process for the uncollectible taxes.**
- **To sign a letter of support of Waste Connections bid to accept additional tonnage at the Wasco County Landfill.**

- **To affirm the Prevention Collaboration MOU between Columbia Gorge Community College, Hood River County Prevention Department and Wasco County Youth Think.**
- **To sign the plat dividing on parcel into four at the Northwest Aluminum property.**
- **To direct staff to draft a letter to the Northern Oregon Regional Correctional Facility to:**
 - **Urge the NORCOR Board of Direction to immediately convene an emergency meeting to discuss the recent Disability Rights of Oregon report.**
 - **Demand an independent investigation be launched to investigate and address the findings and recommendations contained in the Disability Rights of Oregon report.**
 - **Advise the NORCOR Board of Directors that Wasco County will immediately redirect any youth in NORCOR custody to a different facility pending resolution of the Disability Rights of Oregon report.**
 - **Immediately transfer the operational control and administration of the NORCOR Juvenile Detention Facility to the Juvenile Directors Oversight Committee pursuant to ORS 419A.101(3).**

The Board also granted permission for the use of their electronic signatures to be added to the letter.

Wasco County
Board of Commissioners


Rod L. Runyon, Board Chair


Steven D. Kramer, Vice-Chair


Scott C. Hege, County Commissioner



DISCUSSION LIST

[RESERVE ACCOUNT FUNDING](#) — JILL AMERY

[WHOLLY UNCOLLECTIBLE TAXES](#) — MARCI BEEBE

[REINVESTMENT AGREEMENT](#) — FRITZ BACHMAN

[SUPPORT LETTER](#)

[OREGON COOPERTATIVE PROCUREMENT
PROGRAM IGA](#)



DISCUSSION ITEM

Reserve Account Funding

[ASSESSOR'S MEMO](#)

[ASSESSOR'S LETTER TO BURLINGTON NORTHERN SANTE FE RAILWAY CO](#)

[TAX REFUND CALCULATIONS](#)



ASSESSMENT & TAX

511 Washington St., Ste. 208 • The Dalles, OR 97058 • www.co.wasco.or.us
assessment: [541] 506-2510 • tax: [541] 506-2540 • fax: [541] 506-2511

Pioneering pathways to prosperity.

TO: Board of County Commissioners
FROM: Jill Amery, Wasco County Assessor/Tax Collector
RE: Burlington Northern Santa Fe Railroad
DATE: November 27, 2017

Burlington Northern Santa Fe Railway Company did file an appeal October 27, 2017 in Oregon Tax Court and in U.S. District Court of the District of Oregon. Docket No. 3:17-cv-01716-MO. They are appealing the addition of intangible value to their Measure 50 value. State wide this is an approximate \$55,000,000 of exception value added this year, calculating to nearly a 27% increase to their maximum assessed value.

Wasco County saw an increase of \$14,405,208 in exception assessed value for the 2017-18 year. This is a 29% increase in Wasco County. Therefore I am recommending to set aside 29%, of 2017-18 tax paid (\$655,473.47) or \$190,087.31, as a Potential Refund Credit – Chapter 541, Oregon Laws 2017 (HB 2407).



NOTICE OF POTENTIAL REFUND CREDIT

November 27, 2017

Burlington Northern Santa Fe Railway Co
PO Box 961089
Fort Worth, TX 76161-0089

Re: Oregon Tax Court and US District Court of the District of Oregon (Docket No.
3:17-cv-01716-MO)
2017-18 Tax Year
Account Numbers 80008, 80305, 80171, 80208, 80224

In accordance with Oregon Revised Statutes (ORS 305.286), the Oregon State Legislature enacted into law effective for fiscal year 2017-18, a Potential Refund Credit – Chapter 541, Oregon Laws 2017 (HB 2407) to replace the former Deferred Billing Credit – Chapter 112, 2011 Oregon Laws (HB2569).

This is notification that the Wasco County Assessor has ordered potential refund credits be issued for the 2017-18 tax year in the amount of \$ 190,087.31, as itemized in the attached page.

The Wasco County Treasurer per Oregon Law will place these potential refund credits in an investment account. Upon final resolution of the appeal, interest will be computed based on the amount of interest earned by the money in this investment account.

If you have any questions about this notice or tax related questions please contact Jill Amery, Wasco County Assessor/Tax Collector at 541-506-2512.

Sincerely,

Jill Amery
Wasco County Assessor/Tax Collector

Cc: Wasco County Treasurer
Wasco County Finance Director
Wasco County Board of Commissioners

BNSF Potential Tax Refund Calculation 2017-18

Account No.	Tax Paid	29% of Tax Paid
80008	29,067.39	8,429.54
80305	260,032.21	75,409.34
80208	6,955.36	2,017.05
80171	162,264.68	47,056.76
80224	197,153.83	57,174.61
Total		\$ 190,087.31



DISCUSSION ITEM

Wholly Uncollectible Taxes

[ASSESSOR'S MEMO](#)

[TAX STATEMENT & DETAILS](#)

[ORS 311.790 – CANCELLATION OF UNCOLLECTIBLE PROPERTY TAX](#)

[ASSESSOR'S AFFIDAVIT](#)


[COUNTY COUNSEL'S AFFIDAVIT](#)



ASSESSMENT & TAX

511 Washington St., Ste. 208 • The Dalles, OR 97058 • www.co.wasco.or.us
assessment: [541] 506-2510 • tax: [541] 506-2540 • fax: [541] 506-2511

Pioneering pathways to prosperity.

DATE: November 7, 2017
TO: Wasco County Board of County Commissioners
FROM: Jill Amery 
Wasco County Tax Collector
SUBJECT: Cancellation of Uncollectible Personal Property Taxes, Acct. #71698

I am requested the Wasco County Board of County Commissioners for an Order Cancelling Wholly Uncollectible Personal Property Taxes, pursuant to ORS 311.790.

Please find attached the Personal Property account that meets the necessary criterion.

2017 WASCO COUNTY REAL PROPERTY TAX STATEMENT

Account: 71698

Alternate Property Number: 02N13 E29CA01300 00

TCA:

Legal Desc: SECTION 29 TOWNSHIP 2N RANGE 13E QUARTER
CA PRCL 1300

Location: 1061 #B IRVINE

Bill To Party: NELSON LYNELL A
C/O GREEN TREE SERVICING
PO BOX 6172
RAPID CITY SD 57709

Lender:

Delinquent Interest Computed Through: 11/30/2017

ACCOUNT VALUES		
Description	2016	2017
Assessed Value Regular (AVR)	\$37,210	
Taxable Value Regular (TVR)	\$37,210	
Real MKT Total (MKTTL)	\$37,210	
Exception Assessed Value (EAV)	\$0	

TAXES AND SPECIAL ASSESSMENTS			
Year	Description	Amount Assessed	Balance Due
2016	Property Tax Principal	\$528.81	\$528.81
2016	Property Tax Interest	\$70.50	\$70.50
2016	Property Tax Interest	\$1.33	\$1.33
2016	Warrant Fees	\$92.00	\$92.00
2016	OR Housing MDPCR	\$10.00	\$10.00
Total for Tax Year 2016			\$702.64
Total Taxes and Assessments			\$702.64

Comment:

Payment Terms

PAYMENT INSTALLMENTS

Amount includes any unpaid prior year tax

Pay This Amount	Due By
\$702.64	11/30/2017

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

PAYMENT INSTALLMENTS	
Amount includes any unpaid prior year tax	
Pay This Amount	Due By
\$702.64	11/30/2017

DISCOUNT IS LOST & INTEREST APPLIES AFTER DUE DATES

NELSON LYNELL A
C/O GREEN TREE SERVICING
PO BOX 6172
RAPID CITY SD 57709

Total Taxes and Assessments:

\$702.64

Account: 71698

Enter Payment Amount

\$

Make payment to:

Department of Assessment & Tax 511 Washington Street, Room 208 The Dalles, Oregon 97058

Wholly Uncollectible - Structure moved to Washington State in 2015, should have been removed from roll for 2016

Account:	71698
MTL:	02N13 E29CA01300
Situs:	1061 IRVINE #B The Dalles, OR 97058
Owner:	NELSON DONALD E NELSON LYNELL A C/O GREEN TREE SERVICING PO BOX 6172 RAPID CITY, SD 57709

Year	Category	TCA/District	Charged	Minimum	Bal. Due	Due Date
2016	Property Tax Principal	99	528.81	528.81	528.81	11/15/2016
2016	Property Tax Interest	057OR_HOU	1.33	1.33	1.33	10/23/2017
2016	Property Tax Interest	99	70.50	70.50	70.50	10/23/2017
2016	Warrant Fees	99	92.00	92.00	92.00	6/16/2017
2016	OR Housing MDPCR	057OR_HOU	10.00	10.00	10.00	11/15/2016

Interest Calculated Thru November 30, 2017

\$ 702.64 \$ 702.64 \$ 702.64

Property Tax Principal	\$ 528.81
Ombudsman Fees	\$ 10.00
Property Tax Interest	\$ 70.50
Ombudsman Interest	\$ 1.33
Warrant Fees	\$ 92.00
Grand Total	\$ 702.64

File Edit View Tools Topics Work Areas My Favorites Help



Search Criteria

Property No. 71698

Tax Year

Effective

Tax Year Date

Clear

As of Date 11/06/2017

☒ Use Start Dates☐ Use End Dates

Assessment Date

Search

3 Documents

4 Exemptions

5 Value Changes

6 Property Transfer

7 Seg Merges

7 Levies

Search Results

Summary

Parties

Values

Taxes

Events

1 Receipts

2 Other

Charge Group

☐ Include Zero Balance Charges

Interest Date 11/30/2017

Search

Year	Category	TCA/District	Charged	Minimum	Bal. Due	Due Date
2016	Property Tax Principal	99	528.81	528.81	528.81	11/15/2016
2016	Property Tax Interest	057OR_HOU	1.33	1.33	1.33	11/30/2017
2016	Property Tax Interest	99	70.50	70.50	70.50	11/30/2017
2016	Warrant Fees	99	92.00	92.00	92.00	06/16/2017
2016	OR Housing MDPCR	057OR_HOU	10.00	10.00	10.00	11/15/2016

Details...

Print Bill...

From Year

To Year

Levy Cycle

Total

702.64

702.64

702.64

Close

Help...

2015 ORS 311.790¹

Cancellation of uncollectible property tax

- (1) If the tax collector and the district attorney for any county determine that taxes on personal property that are delinquent are for any reason wholly uncollectible, the tax collector and district attorney may request, in writing, the county court for an order directing that the taxes be canceled. The court, when so requested, may in its discretion order and direct the tax collector to cancel such uncollectible personal property taxes. The order shall be entered in the journal of the county court.
- (2) If the tax collector determines that additional taxes on real property disqualified from special assessment under ORS 308A.703 (Additional taxes upon disqualification) are wholly uncollectible due to the property's exempt status, the tax collector may request, in writing, the county court for an order directing that the taxes be canceled. The court, when so requested, may in its discretion order and direct the tax collector to cancel the uncollectible property taxes. The order shall be entered in the journal of the county court. [Formerly 311.710; 1993 c.6 §6; 2007 c.791 §1]

¹ Legislative Counsel Committee, *CHAPTER 311—Collection of Property Taxes*, https://www.oregonlegislature.gov/bills_laws/ors/ors311.html (2015) (last accessed Jul. 16, 2016).

IN THE COUNTY COURT OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE CANCELLATION)
OF CERTAIN UNCOLLECTIBLE PERSONAL) A F F I D A V I T
PROPERTY TAXES.)

STATE OF OREGON,)
) ss.
County of Wasco.)

I, JILL AMERY, being first duly sworn on oath depose and say: That I am the duly qualified and acting Tax Collector in and for the County of Wasco; That the attached list of personal property taxes was prepared in my office and under my direction; That I have examined said list and investigated the feasibility of collection of said taxes; That from my investigation I have determined that the attached list of taxes of personal property represents a list of uncollectible personal property taxes which are delinquent and are now wholly uncollectible by virtue of the fact that the personal property manufactured structure moved out of Wasco County in 2015; and That in my opinion said taxes are wholly uncollectible by virtue of these facts; and Further that I make this Affidavit in support of a Motion for an Order of this Court declaring the said taxes to be uncollectible and directing me as Tax Collector of this County to cancel said uncollectible personal property taxes.

////

DATED this _____ day of December 2017.

Jill Amery
Wasco County Tax Collector

SUBSCRIBED AND SWORN to before me this _____ day of
December, 2017.

Notary Public for Oregon
My Commission Expires: _____

IN THE COUNTY COURT OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE CANCELLATION)
OF CERTAIN UNCOLLECTIBLE PERSONAL) A F F I D A V I T
PROPERTY TAXES.)

STATE OF OREGON,)
) ss.
County of Wasco.)

I, KRISTEN CAMPBELL, being first duly sworn on oath depose and say: That I am the, qualified and acting Legal Council for the State of Oregon in and for the County of Wasco; That based upon the Affidavit of Jill Amery, Tax Collector of said County, I have determined that the attached list of taxes of personal property represents a list of uncollectible personal property taxes which are delinquent and are now wholly uncollectible by virtue of the fact that the personal property manufactured structure moved out of Wasco County in 2015; and That in my opinion said taxes are wholly uncollectible by virtue of these facts; and Further that I make this Affidavit in support of a written application under ORS 311.790 for an Order directing the Tax Collector to cancel such personal property taxes as uncollectible.

DATED this _____ day of December, 2017.

Kristen Campbell
Wasco County Legal Council

SUBSCRIBED AND SWORN to before me this _____ day of
December, 2017.

Notary Public for Oregon
My Commission Expires: _____



DISCUSSION ITEM

Justice Reinvestment Grant Agreement

[GRANT AWARD LETTER](#)

[CRIMINAL JUSTICE COMMISSION JUSTICE REINVESTMENT GRANT
PROGRAM GRANT AGREEMENT](#)



Oregon

Kate Brown, Governor

Criminal Justice Commission

885 Summer St NE
Salem, OR 97301-2522
TEL: 503-378-4830
FAX: 503-378-4861

Michael Schmidt
Executive Director

November 7, 2017

Wasco County
Fritz Osborne
421 E Seventh Street, Annex B
The Dalles, OR 97058

Dear Fritz Osborne,

On behalf of the Criminal Justice Commission (CJC), Wasco County has been awarded \$444,648.00 under the 2017-19 Justice Reinvestment Grant Program. Attached please find the Grant Award Agreement and other conditions. This award is subject to all programmatic and financial requirements, including timely submissions of any reports, reimbursements and requests for information.

The CJC Commissioners approved your award as follows:

Program Funding:	\$ 398,808.00
10% Victims Funding:	\$ 45,840.00
Total Funding Award:	\$ 444,648.00

The CJC will disburse the grant funds in two installments. The CJC will disburse your Year 1 payment within 30 days following the completed execution of the contract. ***The Year 1 award amount will be \$222,324.00.***

This grant period will run from July 1, 2017 – June 30, 2019. The amount of your award eligibility was determined in accordance with the formula used to distribute baseline funding under ORS 423.483. Funding for the grants will be through state general funds.

NEXT STEPS IN ACCEPTING THIS AWARD

1. Please sign and return the attached **Grant Award Agreement** to CJC as soon as possible **electronically** to cjcgrants@oregon.gov.
2. CJC will execute the agreement and return a fully executed **electronic** copy to you for your files

ADDITIONAL GRANT REQUIREMENTS/INFORMATION

PROGRESS REPORTS

Grantees are required to submit **quarterly** expenditure reports and **semi-annual** progress reports through the online grants system. Your Grant Analyst will provide the template for Progress Reporting by December 1, 2017. The first expenditure and progress report is due **January 20, 2018**.

SUBAWARD CONTRACTS/AGREEMENTS

COMMISSIONERS:

Darryl Larson
Chairman
Sen. Floyd Prozanski*
Rep. Andy Olson*
Walter Beglau
Rob Bovett
Mark Eddy
Greg Hazarabedian
Kiki Parker-Rose
Lee Ayers-Preboski
*Non-Voting

Grantees are responsible for notifying CJC of all sub-awardees. CJC reserves the right to obtain copies of all of our grantees' sub award contracts/agreements. As a grantee you are responsible to flow down all requirements your agreement with CJC to your sub awardees.

GRANTS MANAGEMENT HANDBOOK

The most current version of CJC's Grants Management Handbook is available [here](#).

CJC strives to create an inclusive environment that welcomes and values the diversity of the people we serve. The commission fosters fairness, equity, and inclusion to create a workplace environment where everyone is treated with respect and dignity regardless of race, color, religion, gender, disability, physical stature, age, national origin, sexual orientation, marital status or political affiliation. Recipients of grant funds are expected to comply with these state and federal laws.

If you have additional questions please do not hesitate to contact your Grant Analyst, Madeleine Dardeau at Madeleine.E.Dardeau@oregon.gov or (503) 378-6374.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Schmidt', with a long horizontal flourish extending to the right.

Michael Schmidt
Executive Director
Criminal Justice Commission
885 Summer Street NE Salem, OR 97301

CRIMINAL JUSTICE COMMISSION
JUSTICE REINVESTMENT GRANT PROGRAM
GRANT AGREEMENT

885 Summer Street NE
Salem, OR 97301

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as “**CJC**,” and **Wasco County** hereinafter referred to as “**Grantee**” and collectively referred to as the “**Parties**.” This Agreement shall become effective on the later of July 1, 2017 or the date when this Agreement is fully executed and approved as required by applicable law.

1. Grant. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$ 565,179** (the “Grant Funds”) to assist Grantee in implementing the project described in Exhibit A (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. Grantee shall implement the project in a substantially continuous manner during the Project Period and complete the Project no later than the Project End Date. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC’s obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

2. Agreement Documents. This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**
Exhibit B: **Subagreement Insurance Requirements**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B.

3. Reports. Grantee shall submit the reports required by this section.

a. Progress Reports. Grantee shall submit to CJC reports every 6 months during Project implementation as well as such other reports and information on the Project as CJC may reasonably request (collectively, “Progress Reports”). Progress Reports must be received by CJC no later than, January 25, and July 20 for the prior calendar 6 month period. Progress Reports must be submitted through CJC’s grant administration website and contain all of the requested data. Grantee must receive prior approval from CJC to submit a Progress Report after its due date.

b. Financial Reports. Grantee shall submit to CJC a Financial Report each quarter to detail expenditures of Grant Funds during the prior calendar quarter. Financial

Reports must be received by CJC no later than October 25, January 25, April 25, and July 25 for the prior calendar quarter; provided, however, that the final Financial Report must be submitted no later than the earlier of 30 days after completion of the Project or 30 days after the Project End Date. Failure to submit a Financial Report by the due date could result in a suspension of further disbursement of Grant Funds in addition to other remedies arising from Grantee's default. Grantee must receive prior approval from CJC to submit a Financial Report after its due date.

4. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. Subject to Section 4.b, CJC shall disburse the Grant Funds in two substantially equal installments no later than January 30, 2018 and September 30, 2018. The Grant Funds may be used solely for Eligible Costs incurred in carrying out the Project. "Eligible Costs" are the reasonable costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project, and that are not excluded by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

- i.** Rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>.
- ii.** When purchasing equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers, if any, to the CJC Grant Administrator at cjcgrants@oregon.gov.
- iii.** As specified in OAR 213-060-0050(3), no more than 10 percent of the Grant Funds may be used for administrative costs.

b. Conditions Precedent to Disbursement. CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i.** CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii.** Grantee is in compliance with the terms of this Agreement.
- iv.** Grantee has, to the satisfaction of CJC and the Grant Review Committee, met its outcome or performance measures (as proposed in its Application and agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction of prison utilization.

iii. Grantee's representations and warranties set forth in Section 5 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

iv. All Progress Reports due on or before the date of disbursement have been completed and submitted to CJC.

iv. All Financial Reports due on or before the date of disbursement have been completed and submitted to CJC.

5. Recovery of Unexpended Grant Funds. Any Grant Funds disbursed to Grantee under this Agreement that remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Project End Date must be returned to CJC. Grantee shall return all Unexpended Funds to CJC within 14 days after the earlier of termination of this Agreement, completion of the Project, or the Project End Date.

6. Representations and Warranties of Grantee. Grantee represents and warrants to CJC as follows:

a. Organization and Authority. Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's charter or other governing documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. No Solicitation. Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. No Debarment. Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state agency. Grantee

agrees to notify CJC immediately if it is debarred, suspended or otherwise excluded by any state agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

7. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements. CJC, the Secretary of State of the State of Oregon (the “Secretary”), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. Retention of Records. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

c. Expenditure Records. Grantee shall document the expenditure of all funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

8. Grantee Subagreements and Procurements

a. Subagreements. Grantee may enter into agreements with subgrantees and subrecipients (“Subagreements”) for implementation of portions of the Project.

i. Each Subagreement must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Subagreement. Use of a Subagreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Grantee to CJC within ten (10) days of its discovery.

b. Subagreement indemnity; insurance.

Each Grantee Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

Grantee shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

c. Procurements.

i. Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for

any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

iii. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

9. Default. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

a. Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to a failure to make progress on the four goals of the Justice Reinvestment Grant Program, as described in Exhibit A; or

b. Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by CJC to monitor implementation of the Project, the use of the Grant Funds or the performance by Grantee is untrue in any material respect when made.

10. Remedies upon Default. If Grantee's default is not cured within 30 calendar days of written notice thereof to Grantee from CJC or such longer period as CJC may authorize in its sole discretion, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement as provided in Section 11.a.ii, suspension of further disbursements of Grant Funds, recovery of Grant Funds (including but not limited to return, upon CJC's demand, of any Grant Funds expended in violation or contravention of one or more of the provisions of this Agreement), and declaration of ineligibility for the receipt of future awards from CJC.

11. Termination

a. Termination by CJC. CJC may terminate this Agreement upon thirty (30) days advance written notice of termination to Grantee. In addition, CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

- i. Grantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
- ii. Grantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 10; or
- iii. Grantee takes an action without the approval of CJC that, under the provisions of this Agreement, requires the approval of CJC; or
- iv. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
- v. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vi. The Project would not produce results commensurate with the further expenditure of funds.

b. Termination by Grantee. Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:

- i. After conferring with CJC, Grantee has determined that the requisite local funding to continue the Project is unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. Effect of Termination. Upon termination of this Agreement, CJC may end all further disbursements of Grant Funds. Termination of this Agreement shall not affect Grantee's obligations under this Agreement or CJC's right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant Funds actually received by Grantee or with respect to portions of the Project actually implemented. Specifically, but without limiting the generality of the preceding sentence, Sections 7 and 12 shall survive termination of this Agreement.

12. GENERAL PROVISIONS

a. Contribution. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Grantee relating to this Agreement or the Project and with respect

to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

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

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

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

c. Amendments; budget changes. This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget in Exhibit A that do not increase the total budget amount. If Grantee's proposed changes do not alter any line item in the Project Budget by more than ten percent, the proposed changes to the Project Budget will be effective upon written approval by CJC delivered to Grantee as provided in Section 12.f. All other changes to the Project Budget must be implemented through a formal amendment to this Agreement before the changes become effective.

d. Duplicate Payment. Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for costs covered by Grant Funds under this Agreement from any agency of the State of Oregon or any other party, organization or individual.

e. No Third Party Beneficiaries. CJC and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Grantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other person pertaining to any matter resulting from this Agreement.

f. Notices. Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.f. Any notice personally delivered shall be deemed to be given when actually delivered. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other Party is expressly acknowledged in writing by the receiving party.

g. Work Product. To the extent it has the necessary rights, Grantee hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created,

produced or obtained as part of or in connection with the Project ("Work Product"). Grantee shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that the CJC own any intellectual property created, produced or obtained as part of or in connection with the Project, then Grantee shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

h. Governing Law, Consent to Jurisdiction.

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

ii. Any claim, action, suit or proceeding (collectively, "Claim") between CJC (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon (unless Oregon law requires that it be brought and conducted in another Oregon county). Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such form is an inconvenient forum.

iii. Notwithstanding Section 12.h.ii above, if a Claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 12.h.iii applies to a Claim brought against CJC or any other agency or department of the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 12.h.iii is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

i. Compliance with Law. Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

j. Insurance; Workers' Compensation. All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage

limits of not less than \$500,000 must be included. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements.

k. Independent Contractor. Grantee shall implement the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee implements the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of implementing the Project. Grantee acknowledges and agrees that Grantee is not an “officer”, “employee”, or “agent” of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

l. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

m. Counterparts. This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

n. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Approved by Grantee

Signature of Grantee

Date

Name/Title

Federal Tax ID Number

State Tax ID Number

Approved by Criminal Justice Commission

Michael Schmidt, Executive Director

Date

Approved for Legal Sufficiency

Approved for Legal Sufficiency by AAG David Elott by email dated November 3, 2017

David Elott

Date

CJC Contact

CJC Grant Administrator

Madeleine Dardeau

885 Summer St. NE

Salem, OR 97301-2524

Madeleine.E.Dardeau@oregon.gov

503-378-4830

Grantee Contact

Fritz Osborne

421 E Seventh St, Annex B

The Dalles, OR 97058

fritz.j.osborne@cc.doc.state.or.us

541-506-2574

EXHIBIT A

Project Description and Budget

The goal of the Criminal Justice Commission's *Justice Reinvestment Grant Program* ("Grant Program") is to financially support Oregon localities in fulfilling the requirements of House Bill (HB) 3194 (2013) by reducing prison populations of offenders convicted of felonies described in ORS 137.717, 475.752 to 475.935, 811.182, 813.010, or 813.011 and averting future prison construction; reducing recidivism through evidence-based practices and data-driven research; increasing public safety through collaboration; and increasing offender accountability.

The Grant Program requires a data-driven approach to (1) analyze criminal justice trends to understand drivers of local prison use; (2) promote the effective implementation of investments that increase public safety and improve offender accountability; (3) measure the impact of policy changes and reinvestment resources; and (4) tie results to future funding. Accordingly, Grantee shall base implementation of its Project on existing research and evidence-based practices.

In implementing its Project, Grantee shall the establish a process to assess offenders in its county and provide a continuum of community-based sanctions, services and programs that results in progress on the following four goals of the Grant Program: (1) reducing recidivism of offenders, (2) reducing utilization of prison capacity by offenders convicted of felonies described in ORS 137.717, 475.752 to 475,935, 811.182, 813.010, or 813.011, (3) increasing public safety, and (4) holding offenders accountable.

Project Start Date: July 1, 2017

Project End Date: December 31, 2019

GRANT #: JR-17-033

GRANTEE PROGRAM CONTACT:

GRANTEE FISCAL CONTACT:

Fritz Osborne

Mike Middleton

EMAIL: fritz.j.osborne@cc.doc.state.or.us

EMAIL: mikem@co.wasco.or.us

TELEPHONE: 541-506-2574

TELEPHONE: 541-506-2770

	Grant Funds Awarded
2015-17 Underspending	\$ 120,531
Program 1: NORCOR ReEntry and Recidivism Reduction Program	\$ 100,000
Program 2: Transitional Housing	\$ 296,408
Program 3: Family Dependency Court Incentives	\$ 2,400
10% Victims: HAVEN	\$ 45,840
Total	\$ 565,179

EXHIBIT B

Subagreement Insurance Requirements

Grantee shall require each other party to a Subagreement that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, CERTIFICATES OF INSURANCE, and NOTIFICATION OF CHANGE OR CANCELLATION before the subgrantee performs under Subagreement, and ii) maintain the insurance in full force throughout the duration of the Subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Grantee shall not authorize a subgrantee to begin work under a Subagreement until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subagreements permitting it to enforce subgrantee compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subagreement as permitted by the Subagreement, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a subgrantee to work under a Subagreement when the Grantee is aware that the subgrantee is not in compliance with the insurance requirements.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Workers' Compensation Insurance as required by applicable workers' compensation laws for persons performing work under a Subagreement including Employers' Liability Insurance with limits not less than \$500,000 each accident.

ii. PROFESSIONAL LIABILITY

☒ Required by CJC ☐ Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subagreement, in an amount not less than ☒ \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the subgrantee shall provide Tail Coverage as stated below.

iii. COMMERCIAL GENERAL LIABILITY.

☒ Required by CJC ☐ Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations and contractual liability coverage for the indemnity provided under the Subagreement. Coverage shall be written on an occurrence form basis in an

amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

☒iv. AUTOMOBILE LIABILITY.

☒ Required by CJC ☐ Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, CJC, and their officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the Subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance is on a "claims made" basis and does not include an extended reporting period of at least 24 months, the subgrantee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of 24 months following the later of : (i) the subgrantee's completion and Grantee's acceptance of all work required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the subgrantee a certificate(s) of insurance for all required insurance before the subgrantee performs under the Subagreement. The certificate(s) list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that subgrantee shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance, CJC has the right to request copies of the certificate(s) or insurance policies relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION. The subgrantee or its insurer must provide at least 30 days' written notice to Grantee and CJC before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW. Grantee agrees to periodic review of insurance requirements by CJC under this agreement and to provide updated requirements as mutually agreed upon by Grantee.



DISCUSSION ITEM

Support Letter

[LETTER TO METRO IN SUPPORT OF WASCO COUNTY LANDFILL](#)



BOARD OF COUNTY COMMISSIONERS

511 Washington St, Ste. 101 • The Dalles, OR 97058
p: [541] 506-2520 • f: [541] 506-2551 • www.co.wasco.or.us

Pioneering pathways to prosperity.

December 6, 2017

Metro Procurement Services
Attn: Julie Hoffman RFP 3355
600 NE Grand Ave.
Portland, OR 97323-2736

RE: Metro MSW into Wasco County Landfill

Wasco County is pleased to submit this letter recommending Wasco County Landfill/Waste Connections for the attached bid to receive up to 265,000 tons of municipal solid waste (MSW) from Metro.

Accepting Metro MSW into Wasco County Landfill would have a notable impact for Wasco County. The increase in Host Fees would help build the County General Fund which supports a variety of County initiatives. The increase in tonnage would help create multiple Living Wage jobs.

Wasco County Landfill and Waste Connections have been actively involved in this community for decades. They have supported a variety of local causes including charities, parks, the Christmas Bike Build and local sports teams. When The Dalles was recently chosen as a Blue Zone city, Waste Connections did not hesitate to offer their support. We are proud to call Wasco County Landfill and Waste Connections friends of the community.

Wasco County supports accepting Metro MSW at Wasco County Landfill and fully recommends Waste Connections as a business partner.

Sincerely,
Wasco County Board of Commissioners

Rod L. Runyon, Chair

Steven D. Kramer, Vice Chair

Scott C. Hege, County Commissioner



DISCUSSION ITEM

Oregon Cooperative Procurement Program

[INTRODUCTORY EMAIL](#)

[OREGON COOPERATIVE PROCUREMENT PROGRAM AGREEMENT](#)



Kathy White <kathyw@co.wasco.or.us>

Fwd: ORCPP Agreement- Wasco County

2 messages

Tyler Stone <tylers@co.wasco.or.us>

Mon, Nov 27, 2017 at 1:43 PM

To: Kathy White <kathyw@co.wasco.or.us>, Kristen Campbell <kristen@timmonslaw.com>

Tyler Stone
Administrative Officer
Wasco County
511 Washington St. Suite 101
The Dalles, OR 97058
541-506-2552
www.co.wasco.or.us

----- Forwarded message -----

From: RENIERE Tina * DAS <Tina.RENIERE@oregon.gov>

Date: Mon, Nov 27, 2017 at 1:41 PM

Subject: ORCPP Agreement- Wasco County

To: "tylers@co.wasco.or.us" <tylers@co.wasco.or.us>

Good Day ORCPP Member,

You are receiving this email because you have an agreement with DAS PS has expired or is about to expire. The original agreement was set to expire after 5 years, and it is either close to expiration, or it is already expired. The attached agreement is perpetual, so we shouldn't have to request this again.

The ORCPP program provides your agency with access to ORPIN, where there are over 340 statewide price agreements to purchase off of, archived solicitation docs and templates to help your agency with upcoming projects, QRF link which sends email updates on price agreements and notifies your agency about training opportunities concerning procurement.

Should you have any questions about the ORCPP program, member benefits, your agency's usage, or this agreement, please feel free to email the program managers at info.orcpp@oregon.gov or call us at Kelly Stevens-Malnar – 503-378-3976 or Adam Helvey 503-373-2106.

Below are the pages that need to be filled out and returned to us. This can be emailed to us at info.orcpp@oregon.gov.

Pages 1-3 - Contact info

P. 8 – signature

p. 9 – Initial next to the section that indicates the appropriate fee (Special Districts see fee schedule 2)

Please provide a one page budget summary with your submission

Expired Date:10/18/2017



OREGON COOPERATIVE PROCUREMENT PROGRAM

AGREEMENT No. _____

This agreement for participation in the Oregon Cooperative Procurement Program ("Agreement") is between the State of Oregon ("State") acting by and through its Department of Administrative Services, Enterprise Goods and Services Division, Procurement Services ("DAS PS") and _____ ("ORCPP Member"), each a "Party" and, together, the "Parties".

1 DEFINITIONS.

1.1 **"Contract"** means a legally binding contract that results between ORCPP Member's issuance of, and a contractor's acceptance of, an Ordering Instrument pursuant to a Designated Price Agreement to which the contractor is a party.

1.2 **"Designated Price Agreement"** means an agreement between DAS and one or more contractors for goods or services, or both, that are offered at a set price with either (1) no guarantee of a minimum or maximum purchase or (2) an initial order or minimum purchase of the goods or services combined with a continuing contractor obligation to provide additional goods and services, and that identifies ORCPP Members as authorized purchasers.

1.3 **"ORCPP"** means the Oregon Cooperative Procurement Program.

1.4 **"Ordering Instrument"** means a document that complies with the Designated Price Agreement and that ORCPP Member must use to order goods, services, or both, under the Designated Price Agreement. An Ordering Instrument may be referred to as, for example, "Purchase Order," "Work Order" or other name assigned by DAS PS or ORCPP Member.

1.5 **"Oregon Cooperative Procurement Program"** means the purchasing program operated by DAS PS that allows its members to purchase from Designated Price Agreements.

2 QUALIFIED ENTITIES.

DAS PS has established and operates the Oregon Cooperative Procurement Program to improve service and cost efficiencies for each entity qualified to participate in the ORCPP ("Qualified Entity") by authorizing the Qualified Entity through agreement with DAS PS to purchase goods, services, or both, using Designated Price Agreements and to access various procurement resources available through DAS PS.

The following entities are Qualified Entities authorized to enter into this Agreement with DAS PS:

2.1 Units of local government as defined in ORS 190.003, state contracting agencies as defined in ORS 279A.010 (1)(nn) and exempted from application of the Public Contracting Code under ORS 279A.025, semi-independent state agencies listed in ORS 182.454, special government

bodies as defined in ORS 174.117 and special districts as defined in ORS 198.010, United States governmental agencies with offices in Oregon and American Indian Tribes located in Oregon; and

2.2 The entities specified in and meeting the requirements of ORS 279.855(1), (2) and (3) and OAR 125-055-0045.

3 ORCPP MEMBER AS QUALIFIED ENTITY.

ORCPP Member represents that it is, and warrants that it will remain, a Qualified Entity throughout the effective period of this Agreement. ORCPP Member shall immediately provide all information that DAS PS requests to establish to DAS PS' satisfaction that ORCPP Member is a Qualified Entity. ORCPP Member represents and warrants that all information ORCPP Member provides to DAS PS to establish that ORCPP Member is a Qualified Entity is true and correct. If at any time during the term of this Agreement ORCPP Member has reason to believe, or ORCPP is notified that DAS PS has reason to believe, ORCPP Member is no longer a Qualified Entity, ORCPP Member shall immediately cease purchasing under Designated Price Agreements until ORCPP Member establishes to DAS PS' satisfaction that ORCPP Member is a Qualified Entity.

4 EFFECTIVE DATE, TERM AND TERMINATION.

This Agreement is effective on the latest signature date ("Effective Date").

4.1 This Agreement remains in effect until terminated by either Party by delivery of a written termination notice to the other Party's Authorized Representative or their designee, at least forty-five (45) days prior to the termination date specified in the written notice.

4.2 DAS PS may terminate this Agreement for non-payment of the annual fee as outlined in section 9 of this Agreement.

5 AUTHORIZED REPRESENTATIVES.

5.1 DAS PS Authorized Program Managers:

Name and Title (print/type):

Kelly Stevens-Malnar, Statewide Outreach Coordinator – Phone:

503-378-3976 Adam Helvey, Statewide Outreach Coordinator – Phone:

503-373-2106 Address: 1225 Ferry Street SE, Salem OR 97301-4285

Fax: 503-373-1626

Email: info.orcpp@oregon.gov

5.2 ORCPP Member Authorized Representative:

Name (print/type): _____ Title: _____

Entity Name: _____

Address: _____

Work Phone: _____ Email: _____

Accounts Payable Contact:

Name (print/type): _____

Work Phone: _____ Email: _____

- 5.3 A Party may designate a new Authorized Representative at any time by written notice to the other Party.

6 ORCPP MEMBER BENEFITS AND REQUIREMENTS.

6.1 Designated Price Agreements. ORCPP Member may purchase goods, services, or both, from any Designated Price Agreement identified by DAS PS according to the terms of this Agreement. Designated Price Agreements may expire or terminate, and DAS PS does not promise or guarantee the effectiveness of any particular Designated Price Agreement at the time ORCPP Member desires to make a purchase.

6.1.1 Designated Price Agreements Use Restrictions. ORCPP Member shall accept the terms and conditions of a Designated Price Agreement without modification, including use of a specific Ordering Instrument as described in the applicable Designated Price Agreement. Only DAS has the authority to change, modify, or amend Designated Price Agreements.

6.1.2 Ordering Instruments. All Ordering Instruments must incorporate the applicable Designated Price Agreement by reference and include the following statement:

"THIS PURCHASE IS PLACED AGAINST STATE OF OREGON PRICE AGREEMENT #_____. THE GENERAL TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS (T's & C's) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T's & C's EXPRESS OR IMPLIED."

6.1.3 Contracts. DAS PS is not a party to nor does DAS PS assume any liability under Contracts.

6.2 Use of Oregon Procurement Information Network. The Oregon Procurement Information Network ("ORPIN") is an Internet-based, on-line system that is the State's official publication forum for procurement notices and advertisements. ORPIN provides registered suppliers with access to procurement information issued by the State and ORCPP Members. Registered suppliers can express interest, download documents and respond to procurement opportunities posted on ORPIN.

ORCPP Member is granted unlimited use of ORPIN, subject to the ORPIN terms of use, to upload, issue and advertise ORCPP Member's solicitation documents and procurement notices, subject to the following:

6.2.1 ORCPP Member assumes full and complete responsibility and liability for the content, substance and accuracy of all information contained in any ORCPP Member documents uploaded and displayed on the ORPIN system;

6.2.2 ORCPP Member is authorized to use future enhancements to the ORPIN system, such as electronic bidding and solicitation document types, as they become available on ORPIN; and

6.2.3 ORCPP Member shall not distribute or share its active, ORPIN user login credentials or access information with outside entities or individuals who are not ORCPP Members.

6.3 Training. ORCPP Member and its employees are eligible to register for and attend any DAS PS-sponsored and scheduled procurement-related training and certification programs at the same cost as State agency participants. Registration information for DAS PS procurement classes and workshops is available by logging into iLearn at <http://iLearn.oregon.gov>.

6.4 Data and Procurement Participation. From time to time, DAS PS may request ORCPP Member to provide historical or projected usage and spend data for certain solicitations for goods or services to help achieve maximum volume discounts for the benefit of all State agencies and ORCPP Members. DAS PS also may request ORCPP Member to participate on a procurement sourcing team or evaluation committee that will result in a Designated Price Agreement and use by State agencies and ORCPP Member(s). ORCPP Member agrees to provide information and participate pursuant to DAS PS request, to the extent reasonably possible.

7 DAS PS OBLIGATIONS.

7.1 DAS PS agrees to:

7.1.1 Provide a Program Manager that will respond to ORCPP Member questions regarding ORCPP membership and resources;

7.1.2 Maintain a list of Designated Price Agreements available for ORCPP Member reference on the DAS Procurement Services and Policy website. To access the Designated Price Agreement list, go to <http://www.oregon.gov/DAS/EGS/ps/Pages/index.aspx> and click on the Oregon Cooperative Procurement Program icon;

7.1.3 Educate contractors under Designated Price Agreements on the process to confirm that ORCPP Member is an "Authorized Purchaser" as defined in the Designated Price Agreements and on the process for transacting with ORCPP Member under the Contract;

7.1.4 Provide program education and outreach to ORCPP Member through trade shows, statewide events and the ORCPP listserv;

7.1.5 Manage ORPIN access and user permissions for ORCPP Member and its authorized users;

7.1.6 Provide ORCPP Member with Contract spend and usage reports and other ORCPP information upon ORCPP Member's request.

7.2 DAS PS' performance under this Agreement is conditioned upon ORCPP Member's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Agreement), 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated by reference herein. ORCPP Member shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

8 MEMBERSHIP FEE.

ORCPP Member shall pay DAS PS an annual membership fee for the period July 1 through June 30 of each year this Agreement is effective, based on the entity type, annual budget and corresponding fee, as specified in Exhibit A, Standard ORCPP Membership Fee Schedule.

8.1 The initial membership fee when this Agreement takes effect anytime from July 1 through December 31 is 100% of the annual fee. The initial fee when this Agreement takes effect anytime from January 1 through April 30 is 50% of the annual fee. The initial fee is waived when this Agreement takes effect anytime from May 1 through June 30.

8.2 From time to time, DAS PS may request, and ORCPP Member shall provide, ORCPP Member's budget information to determine the applicable annual membership fee. If DAS PS determines that the annual membership fee has changed based upon ORCPP Member's then-current budget, DAS PS will notify ORCPP Member in writing of the new annual membership fee, and ORCPP Member shall pay that amount when the next annual fee is due.

9 INVOICES AND PAYMENT.

DAS PS will invoice ORCPP Member each year in July for the next annual membership fee. ORCPP Member shall remit payment to DAS within 45 days of receipt of the invoice by one of the following methods:

9.1 Credit Card. The preferred method of payment for the ORCPP annual fee is to be paid by credit card. The payment portal can be found at the below web address.

<https://apps.oregon.gov/DAS/Procurement/EPS>

9.2 Electronic Funds Transfer. ORCPP Member shall coordinate with DAS PS on the process and documentation required to set up an account and remit payment electronically if this is the payment method of choice.

9.3 Check. Payments made by check must include the Agreement number from page 1 and be issued to the Oregon Department of Administrative Services and sent to:

DAS Shared Financial Services
Attention: Cashier
155 Cottage Street NE
Salem, OR 97301

DAS PS may terminate this Agreement for non-payment if the annual fee is not received within ninety (90) days of the issue date of the invoice.

10 INDEMNIFICATION.

10.1 Non-State Agency ORCPP Member as Qualified Entity under Section 2.1. Subject to limitations of ORCPP Member's organic law if ORCPP Member is a unit of local government as defined in ORS 190.003, a United States governmental agency with offices in Oregon or American Indian Tribes located in Oregon, ORCPP Member shall save, defend, hold harmless and indemnify, the State and its divisions, officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or related to (1) the acts and omissions of the ORCPP Member, or its officers, employees and agents under this Agreement or (2) services or benefits DAS PS provides under this Agreement pursuant to a representation of ORCPP Member's Qualified Entity status and State's reliance thereon.

10.2 ORCPP Member as Qualified Entity under Section 2.2. If ORCPP Member is an entity specified in and meeting the requirements of ORS 279.855(1), (2) and (3) and OAR 125-055-0045, ORCPP Member shall save, defend, hold harmless and indemnify, the State and its divisions, officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or related to (1) the acts or omissions of the ORCPP Member, or its officers, employees and agents under this Agreement and (2) services or benefits DAS PS provides under this Agreement pursuant to a representation of ORCPP Member's Qualified Entity status and State's reliance thereon.

10.3 Defense Obligation. With respect to any obligation to defend described in sections 10.1 and 10.2, the Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State, its officers, employees and agents prior to such action or representation. Further, the State, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) important governmental interests are at stake; or (iii) the best interests of the State are served thereby. Contractor's obligation to pay for all costs and expenses shall include those incurred by the State in assuming its own defense and/or that of its officers, employees, or agents under (i) and (ii) above.

11 SUCCESSORS AND ASSIGNMENT.

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party shall assign or transfer its interest in this Agreement without the prior written consent of the other. Any such attempted assignment or transfer shall be void.

12 MERGER; AMENDMENT; WAIVER.

This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent or modification of the Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent or modification, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the State to enforce any provision of this Agreement shall not constitute a waiver by the State of that or any other provision.

13 LIMITATION OF LIABILITY.

ORCPP Member acknowledges and agrees that the State shall not be liable for any damages, including direct, indirect, incidental or consequential damages sustained by ORCPP Member, which arise out of or are in any way related to goods or services obtained from contractors under any Contract entered by ORCPP Member pursuant to this Agreement. State makes no representation or warranty regarding the suitability, durability, merchantability or fitness for a particular purpose of any goods or services purchased under any Contract.

14 COMPLIANCE WITH APPLICABLE LAW.

ORCPP Member shall comply with all federal, state and local laws, rules, regulations, and ordinances applicable to this Agreement or to ORCPP Member's obligations under this Agreement.

15 GOVERNING LAW; VENUE.

15.1 Governing Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

15.2 Designation of Forum. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

15.3 Federal Forum. Notwithstanding Section 15. 2, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

16 TAX CERTIFICATION.

By signature on this Agreement for ORCPP Member, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of the ORCPP Member and that ORCPP Member is, to the best of the undersigned's knowledge, not in violation of any applicable Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

17 SIGNATURES.

Each Party to this Agreement, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance obligations have been fully

authorized and approved, and that no further approvals or consents are required to bind such Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its
Department of Administrative Services,
EGS-Procurement Services

ORCPP Member acting by and through its

(name of entity)

By: _____

By: _____

Printed Name

Printed Name

Title

Title

Date

Date

(Additional signature lines may be added as necessary)

EXHIBIT A

Standard ORCPP Membership Fee Schedules

Fee Schedule 1 is the ORCPP membership fee for a Qualified Entity other than a special district as defined in ORS 198.010, and is based on the entity's adopted organizational annual budget.

Fee Schedule 2 is the ORCPP membership fee for special districts such as; irrigation districts, rural fire protection districts, water districts, utility districts, and other special districts as defined in ORS 198.010 with an adopted organizational annual budget under \$3,000,000.

1. Fee Schedule 1: Qualified Entity

(Provide a one-page summary of the entity's adopted annual budget with signed Agreement)

ORCPP Member (initial and date)	DAS PS (initial and date)	Organizational Budget MORE than	Organizational Budget LESS than	Annual Membership Fee
		\$ 0.00	\$ 3,000,000	\$ 200.00
		\$ 3,000,000	\$ 7,500,000	\$ 500.00
		\$ 7,500,001	\$ 21,000,000	\$ 900.00
		\$ 21,000,001	\$ 30,000,000	\$ 1,000.00
		\$ 30,000,001	\$ 68,000,000	\$ 2,000.00
		\$ 68,000,001	\$ 90,000,000	\$ 3,000.00
		\$ 90,000,001	\$ 150,000,000	\$ 4,000.00
		\$ 150,000,001	and over	\$ 5,000.00
		* Oregon K-12 Schools, Charter Schools, ESDs, qualifying Oregon Child Nutrition Sponsors, and qualifying, Early Learning Service Providers, and Qualified Rehabilitation Facilities		\$ 0.00

* Effective July 1, 2013, DAS PS waived membership fees for Oregon K-12 School Districts, Educational Service Districts, Charter Schools,

* Effective July 1st 2015 DAS PS waived qualifying Child Nutrition Program Sponsors and in September 2015, added qualifying, Department of Education Early Learning Service Providers

* Effective July 1st, 2016 DAS PS waived membership fees for Qualified Rehabilitation Facilities.

2. Fee Schedule 2: Special Districts

(Provide a one-page summary of the entity's adopted annual budget with signed Agreement)

ORCPP Member (initial and date)	DAS PS (initial and date)	Organizational Budget MORE than	Organizational Budget LESS than	Annual Membership Fee
		\$ 0.00	\$ 1,000,000	\$ 50.00
		\$ 1,000,000	\$ 3,000,000	\$ 100.00



CONSENT AGENDA

[11.1.2017 REGULAR SESSION MINUTES](#)

[11.9.2017 WORK SESSION MINUTES](#)



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
NOVEMBER 1, 2017**

PRESENT: Scott Hege, County Commissioner
Steve Kramer, Vice-Chair
Rod Runyon, Commission Chair

STAFF: Tyler Stone, Administrative Officer
Kathy White, Executive Assistant

At 9:00 a.m. Chair Runyon opened the Regular Session with the Pledge of Allegiance. Ms. White noted that the Hanlon deed is being moved off of the agenda.

Discussion – Building Codes

Mr. Stone reported that staff is working diligently on the intricacies of transferring the program by January 31, 2018. He said that on Monday the team met with Building Codes staff to talk about the transition. He said that it was not the best meeting; a few of the staff will transition but all are watching and waiting to see how it will be structured. He stated that he met with the other counties last week at the tri-county meeting – they have asked that we put together a proposal to provide services to the smaller counties. He said that he has a draft that he will be sending to the Board for feedback. Chair Runyon asked if the proposal will address loan repayment and reserve funds. Mr. Stone replied affirmatively.

Vice-Chair Kramer added that we are in the process of setting a date with the contractors. Mr. Stone noted that they had a meeting set but had to move it to get feedback from staff which will inform the agenda for contractors. He added that we also need feedback from the small counties as that will change the approach. Vice-Chair Kramer said feedback is needed as soon as possible to allow the process to move forward.

Discussion – Legislative Opening

County Clerk Lisa Gambee announced that she received notice yesterday that John Huffman has resigned his position as our district representative. The Boards of Commissioners within the district will be responsible for making the appointment to fill the vacancy; the Republican Party will nominate three to five candidates for the position. The Counties must come together for a vote no later than November 29, 2017. Each county gets a number of votes based on the number of registered voters in their county. Wasco will get 15 votes – 5 per commissioner. Deschutes County gets 16 votes, Jefferson County gets 14 votes and Wheeler gets 1 vote.

Chair Runyon stated that we anticipate the resignation of Ted Ferrioli in coming weeks; Mark Johnson has already submitted his resignation. He said that it is concerning that we are losing so much of our gorge representation.

Further discussion ensued regarding the process for replacing Representative Huffman. Ms. Gambee said she would get clarification and pass the information along.

Vice Chair Kramer stated that he received a call from Representative Bentz inquiring about messaging for Wasco County. Commissioner Hege responded that he would be interested in hearing his thoughts and ideas on how he would address the concerns of this part of the Gorge; he typically flies to Portland and would not be driving through this part of the Gorge. Vice Chair Kramer added that he would like to know Representative Bentz's position on forest management and the Columbia River Gorge Commission. Chair Runyon suggested that Representative Bentz connect with John Huffman for insight.

Discussion – Miscellaneous

Sheriff Magill reported that \$16,000 in volunteer hours were used during the 2017 eclipse event.

Chair Runyon reported meeting with Emergency Manager Juston Huffman regarding food insecurity as it relates to natural disasters. He encouraged Mr. Huffman to look into it and perhaps hold a town hall on the topic.

Discussion – FLAP Agreement

Public Works Director Arthur Smith reminded the Board that two or three years ago Wasco County had applied for a FLAP grant to pave Wamie Market Road. Sometime after that grant was approved, the County applied for a second grant to do the Ramsey Creek overlay which was also approved. Those two projects have been combined into one project with work scheduled to begin in May of 2018, the agreement before the Board today lays out roles and responsibilities for the life of the project. There are no changes other than an increase in the dollar amount. The County pays about 10% of the cost of the project. He noted that there will be another agreement to obligate funds.

Commissioner Hege pointed out that on page four of the agreement, it indicates that Lake County will pay – that should be Wasco County

{{{Vice Chair Kramer moved to approve the Federal Lands Access Program Project Memorandum of Agreement Project #OR WASCO 102(1) with correction to page 4 – Wasco rather than Lake County. Commissioner Hege seconded the motion which passed unanimously.}}}

Commissioner Hege asked if the federal agency runs the project. Mr. Smith replied affirmatively, saying that they do so but accept input from the County.

Agenda Item – Community Corrections IGAs

Community Corrections Manager Fritz Osborne explained that the plan has been approved by the Local Public Safety Coordinating Council and is intended to inform the Department of Corrections as to how we intend to use our funds. He reviewed some of the highlights of the plan, saying that we are providing better services, narrowing gaps, removing barriers to rehabilitation and diverting offenders from jail and prison.

Commissioner Hege asked about LPSCC's role. Mr. Osborne replied that he is required to obtain LPSCC's approval for the plan and grant proposals. He added that our LPSCC has been supportive and encouraging with constructive questions and feedback.

Commissioner Hege observed that, theoretically, if we are doing a good job, we would be working ourselves out of business. He asked if it is troubling that

our numbers on supervision are rising. Mr. Osborne replied that it is more complicated than that. He explained that the more officers on staff, the more crime that is uncovered which will cause the numbers to rise. In addition, the judiciary is making greater use of Community Corrections; they are placing offenders in jail for shorter periods and releasing them into supervision. Working with offenders in the community places them in real life situations.

{{{Vice Chair Kramer moved to approve Agreement 5479. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve Agreement #5445. Vice Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Enterprise Zone Guidelines

Enterprise Zone Manager Matthew Klebes reviewed the staff report included in the Board Packet. Chair Runyon asked what drove the change in the guidelines. Mr. Klebes replied that through the recent Powder Pure enterprise zone application process some suggestions were made to improve the process. He reported that The Dalles City Council has already approved the changes. He added that there are a couple of applications still in the queue.

Commissioner Hege stated that the goal was to simplify the process and create a more gradual ramp for taxes to allow businesses to adjust.

{{{Commissioner Hege moved to approve the revised Enterprise Zone guidelines. Vice Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Mid-Columbia Housing Authority Grant

Mid-Columbia Housing Authority Resource Manager David Peters explained that this grant will allow people in mobile home parks to participate in the program – that has not been possible through previous grants. He said the program will allow them to do weatherization, access ramps, door widening and bathroom accessibility. He went on to say that the City of The Dalles is the grant applicant. The IGA is a requirement for anyone in Wasco County to participate in the program.

{{{Vice Chair Kramer moved to approve the Mid-Columbia Housing

Authority Community Development Block Grant Intergovernmental Agreement. Commissioner Hege seconded the motion which passed unanimously.}}}

Chair Runyon called for a recess at 10:00 a.m.

The session reconvened at 10:04 a.m.

Agenda Item – SWAC Rate Recommendation

North Central Public Health District Environmental Health Specialist Supervisor John Zalanik explained that the Solid Waste Advisory Committee (SWAC) has not yet met on the Waste Connections rate increase request and therefore does not have a recommendation. Ms. White explained that Waste Connections was not able to submit their request in time for the last SWAC meeting but had indicated that their request would be modeled on the recently approved landfill rate increase. She went on to say that the franchise agreement and County Ordinance require a recommendation from SWAC for rate increase approval. She advised that the Board can approve the resolution pending SWAC's formal recommendation.

Vice Chair Kramer said he sees no issues; the formal request from Waste Connections does follow the landfill request.

{{{Vice Chair Kramer moved to approve Resolution 17-012 approving rate increases for Waste Connections pending a recommendation from the Solid Waste Advisory Committee. Commissioner Hege seconded the motion which passed unanimously.}}}

Waste Connections District Manager Jim Winterbottom thanked the Board saying that they try to keep rates reasonable. He apologized for the delay, citing the current recycle crisis as the reason.

Vice Chair Kramer asked for an update on the recycling crisis. Mr. Winterbottom stated that cardboard will still be profitable but comingle is not moveable. He explained that comingle is material that includes unrecyclable plastics and food contaminated containers. He said that there is approximately a six-month delay from curbside to China; items with food contamination are trash by the time they reach the recycling facility. He concluded by saying that

the industry will need to re-evaluate and re-educate.

Commissioner Hege asked what the biggest issue is. Mr. Winterbottom replied that it is the unclean food containers, Styrofoam and plastic bags. He said that even the bag recyclers have a glut of material.

Agenda Item – Reserve Account Funding

County Assessor/Tax Collector Jill Amery reviewed the memo included in the packet. She reported that Burlington Northern Sante Fe Railroad is threatening legal action but has not yet filed, therefore we cannot yet set aside reserve funds for that possibility.

Commissioner Hege asked if this is the same amount set aside last year. Ms. Amery replied that it is more; the value went up significantly this year. She said we are staying at about 65% of value as it is unlikely they will get 100% back.

Commissioner Hege commented that the reserve account will now have about \$800,000; he asked if that is reflected in the budget. Mr. Middleton responded that it is not a revenue or an expense and therefore does not appear as a line item in the budget. He explained that the funds are set aside by the Treasurer and do appear on the balance sheet.

Commissioner Hege asked if the County participates in valuing the property. Ms. Amery replied that we do not participate; the State does a centrally assessed value that is recalculated every year.

Commissioner Hege asked if the taxing districts are aware of the reserve funds. Ms. Amery responded affirmatively, saying that as soon as the Board approves the set-aside, districts are notified.

*****The Board was in consensus to set aside \$126,000 in the Charter Reserve Fund as recommended by the Wasco County Assessor/Tax Collector.*****

Agenda Item – MCCFL Building Project Bids

Commissioner Hege announced that the Mid-Columbia Center for Living Board of Directors recommends the rejection of all bids for the Mental Health Clinic construction project as they significantly exceed the project budget.

{{{Commissioner Hege moved to reject all bids for the Mid-Columbia Center for Living Community Development Block Grant Mental Health Clinic construction project. Vice Chair Kramer seconded the motion which passed unanimously.}}}

Discussion – NEPA Comment

Vice Chair Kramer stated that this morning he shared a 347-page report on the Crystal Clear Restoration Project with the rest of the Board. While the comment period for this phase of the project is closed, we can still offer our support for the project. He asked that the Board review the document to provide feedback and a possible letter of support at a future Board session. He commented that we need projects like this for fire prevention, fuel reduction and timber harvest which will generate retained receipts to support future restoration projects such as the Rocky Burn Project which is languishing for lack of funding.

Discussion – LPSCC Appointment

{{{Commissioner Hege moved to approve Order 17-062 appointing Frank Kay to the Local Public Safety Coordinating Council. Vice Chair Kramer seconded the motion which passed unanimously.}}}

Consent Agenda – 10.12.2017, 10.18.2017, & 10.25.2017 Minutes

{{{Vice Chair Kramer moved to approve the Consent Agenda as presented. Commissioner Hege seconded the motion which passed unanimously.}}}

The Board discussed their availability for various dates proposed for the vote to replace John Huffman as District 59 Representative in the Oregon State Legislature.

Mr. Middleton announced that he has hired Tawnya Williams to fill the open accounts payable position; she starts on November 13th.

Chair Runyon adjourned the session at 10:35 a.m.

Summary of Actions

MOTIONS

- **To approve the Federal Lands Access Program Project**

**Memorandum of Agreement Project #OR WASCO 102(1) with
correction to page 4 – Wasco rather than Lake County.**

- **To approve Agreement 5479.**
- **To approve Agreement #5445.**
- **To approve the revised Enterprise Zone guidelines.**
- **To approve the Mid-Columbia Housing Authority Community Development Block Grant Intergovernmental Agreement.**
- **To approve Resolution 17-012 approving rate increases for Waste Connections pending a recommendation from the Solid Waste Advisory Committee.**
- **To reject all bids for the Mid-Columbia Center for Living Community Development Block Grant Mental Health Clinic construction project.**
- **To approve Order 17-062 appointing Frank Kay to the Local Public Safety Coordinating Council.**
- **To approve the Consent Agenda as presented:**
 - **10.12.2017 Work Session Minutes**
 - **10.18.2017 Regular Session Minutes**
 - **10.25.2017 Town Hall Minutes**

Consensus

- **To set aside \$126,000 in the Charter Reserve Fund as recommended by the Wasco County Assessor/Tax Collector.**

Wasco County
Board of Commissioners

Rod L. Runyon, Board Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner



**WASCO COUNTY BOARD OF COMMISSIONERS
WORK SESSION
NOVEMBER 9, 2017**

PRESENT: Scott Hege, County Commissioner
Steve Kramer, Vice-Chair
Rod Runyon, Commission Chair

STAFF: Tyler Stone, Administrative Officer
Kathy White, Executive Assistant

At 11:30 a.m. Chair Runyon opened a Work Session for the Board of Commissioners.

Discussion – Local Access Roads

Public Works Director Arthur Smith reported that he has already begun to receive calls regarding snow removal on local access roads. He explained that, according to ORS 368.31 (attached), not only are counties not liable to improve, maintain or repair local access roads, they may spend money on them only if it is an emergency. He stated that he wants to make sure he understands the messaging around these rules so that public information is consistent.

Some discussion ensued regarding which roads are or are not part of the County systems and how roads move into and out of the system. The Board expressed their confidence in Mr. Smith's ability to respond and assured him that they will be happy to take calls from citizens who are not happy with the answer they receive; Commissioners will work with constituents to help them understand. Commissioner Hege encouraged Mr. Smith to join him for radio interviews in December to start getting the message out.

Discussion – Appointment

Youth Services Director Molly Rogers announced that yesterday she was appointed by the Governor to be the representative from the State Juvenile

Directors Association on the Youth Development Council (attached). She said that the commitment is 10-15 hours per month but she is hopeful that as she gets up to speed, the time commitment will decline. She gave some history of her experience with the various iterations of the Council.

Commissioner Hege noted that the County has been experiencing some challenges around capacity. While he supports the appointment, he cautioned Ms. Rogers to not overextend herself. Ms. Rogers responded that she has been moving much of her day-to-day work to her lead PO Scott Little who has been doing well. She said that she expects to be in Salem at least one day per week for this and other state activities.

Discussion – Finance Report

Finance Director Mike Middleton explained that since there is not a second regular session in November at which he would normally present the October report, he is bringing it to the Board today. He reviewed the report (attached).

Commissioner Hege asked if there is anything that Mr. Middleton is particularly concerned about. Mr. Middleton replied that there were some issues with the Youth Services personnel budget – he just wants to make sure that doesn't happen again going forward. He added that he will be working with Community Corrections on their grant funding and with Public Works regarding the decline in Weed and Pest Income that is anticipated.

County Clerk Lisa Gambie said that she has budgeted for two elections this year; rather than November and May, it will be January and May. She went on to say that the County should be reimbursed for the January election but it is a bit fuzzy right now. Commissioner Hege asked to be kept informed regarding the reimbursement, committing to advocacy on behalf of the County for the payment.

Discussion – Ride Alongs

Mr. Stone reported that he recently met with WCLEA leadership to address some rumors. One point that came out of that meeting was a comment that if the administration cared about what the deputies do, they would participate in ride-alongs. Mr. Stone stated that he has already gone on one and plans to go a few more times in the coming year. He encouraged the Commissioners to do the same. He said that he would like the Board's perspective on the delivery of

services through the Sheriff's Office.

Discussion – Building Codes

Mr. Stone reported that the transition team met with Building Codes staff – the reception was less than warm. He said that he has prepared draft IGAs for the smaller counties currently served by MCCOG Building Codes, but is holding off on those until the City of The Dalles is fully onboard. He said that the issue is the building – he wants them to either pay rent or participate in the purchase of the building. He said that until that happens, it is difficult to move forward. He added that the County could house the program in Annex C, but for the few permits issued for County projects, it makes sense only if the City is involved.

Chair Runyon commented that he met with City Councilman Tim McLaughlin and he knew nothing about the plans for Building Codes. Mr. Stone added that the issue will have to be brought before the City Council; he will be pressing for that to happen when he meets with the team later today.

Vice-Chair Kramer observed that the City will have to be part of this for it to remain local – it will be for the betterment of the community; otherwise, it will go back to the State for administration and services.

Commissioner Hege asked if there is a way for the City to be in our space without paying. Mr. Stone responded that MCCOG will have to figure out how to pay their debt to Building Codes which means liquidating. He stated that he has said the County will take on the debt but would get the building. With the City of the Dalles having by far the most Building Codes activity, the County cannot take that on without their participation. Planning Director Angie Brewer added that the City is not out of room for their planning department but it is tight.

Mr. Stone continued by saying that a one-stop shop would be good for the community and the County is willing to spend some resources to attain that benefit. The other side is we could do nothing, let it go back to the State and get a percentage of the fees from the State. In any case, the timeline is short and we will need a decision from the City very soon.

Further discussion ensued regarding the pros and cons of local control vs state control of the program along with the internal challenges of adding more staff and responsibilities to the Planning Department.

Commissioner Hege concluded that the best solution would be for the County and City to partner and invest in the building as an asset that could be sold in the future if needed. He said that it is a little discouraging that it has not been brought to City Council before now. He went on to ask about the meeting with the contracting community. Mr. Stone replied that he was waiting for the staff meeting and City decision. Commissioner Hege urged him to move forward, saying that regardless of the decision, they need to communicate with that community and the City needs to be part of that since they have the lion's share of permitting.

Ms. Brewer stated that her department is preparing for that meeting. Commissioner Hege said that the meeting could help move the City forward.

Ms. Brewer said that she is up for the challenge but does not want a failed implementation – we need to get out in front with the messaging. She stated that the transition will be rough as the timing will have them entering the busy building season as the transition begins. She commented that she will need Board support. Commissioner Hege responded that he has communicated to contractors that there will be problems and frustrations through any transition; the County will need their support to make it work. He added that the City will need to stand up to their part of this as they have 90% of the permitting.

Discussion – Miscellaneous

Ms. Brewer reported that the County is supposed to have an Historic Board. She explained that the Board is seldom activated and she would like to have the Planning Commission act as that Board.

Vice-Chair Kramer observed that Public Health just got a regional grant to hire three people. He asked if that will be sustainable. Commissioner Hege responded that that has been a topic at Public Health meetings; they are aware that the County will not likely be willing to pick up the tab for the employees if the grant goes away.

Vice-Chair Kramer announced that all the participating counties have declined to take on administration of the regional AAA program. He said that he is hopeful that the State will accept our recommendation of putting Tiers 2 and 3 together and look at the bigger picture.

WASCO COUNTY BOARD OF COMMISSIONERS
WORK SESSION
NOVEMBER 9, 2017
PAGE 5

Chair Runyon adjourned at 2:15 p.m.

Wasco County
Board of Commissioners

Rod L. Runyon, Board Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner



AGENDA ITEM

Transportation Funding Update

[ODOT HB 2017 HIGHLIGHTS](#)

[ODOT ROAD CONDITION STANDARDS AND REPORTING UNDER HB2017](#)

[IMPLEMENTING HB 2017 IN WASCO COUNTY](#)

[ESTIMATED STATE TRANSPORTATION REVENUE](#)

Transportation Investments

Roads & Bridges



Most of ODOT's funding will go to road maintenance and preservation for lasting fixes that keep Oregon's roads and bridges in good condition today and for future generations.

Local Control



Half of road funding will go to cities and counties to complete local communities' top priority road maintenance and improvements.

Reducing Congestion



Relieving congestion bottlenecks will help people get where they want to go

quickly and reliably. New lanes on I-5 at the Rose Quarter will save motorists 2.5 million hours wasted in gridlock each year, and widening sections of OR 217 and I-205 in Portland will improve reliability.

Better Public Transportation



Rural and urban bus service will provide choices to help people get around, while reducing air pollution and greenhouse gas emissions.

Safe Biking & Walking Options



Sidewalks, bike lanes, and crossings near schools will help kids get to school safely. Funding from a new bike tax will build

off-road paths that separate bikes and walkers from auto traffic.

Moving Freight



Improvements to rail and ports will get products from Oregon's farms, forests, and factories to markets across the world. New intermodal rail facilities will shift freight from truck to train, freeing up space on crowded freeways.

Electric Vehicle Incentives



Rebates for zero emission vehicle purchases will help Oregon transition to a sustainable transportation system.



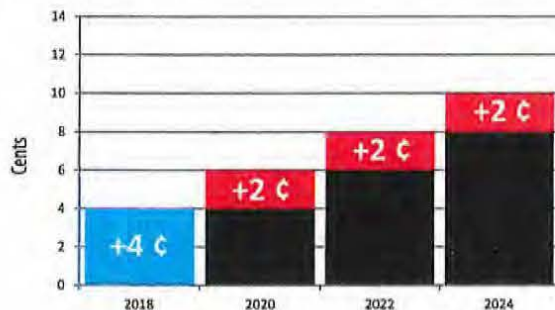
Accountability & Transparency

- Gas tax increases are tied to ODOT meeting accountability requirements.
- A website will show the status, cost, and whether ODOT completes a project on time and on budget.
- ODOT and local governments will report on the condition of roads and bridges.
- All gas tax funds must be spent on roads, so they can't be diverted to other purposes.
- Guarantees certainty under the Clean Fuels program with cost containment measures for consumer protection.

How Oregonians will Pay for Investments

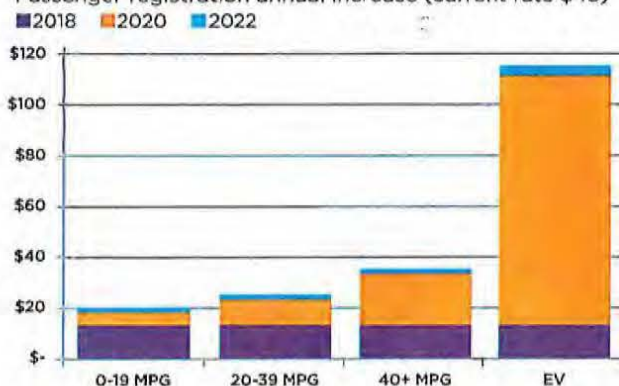
Gas tax, vehicle registration & title fees

Gas tax will increase 10 cents in four steps—with the last three increases conditioned on meeting accountability requirements.



Registration and title fees increase in three steps. Surcharges for electric vehicles and hybrids that pay little in gas tax ensure they pay their fair share for roads.

Light registration and title fees stepped and tiered
Passenger registration annual increase (current rate \$43)



The average driver will pay about .8 cents per mile to get better roads that provide more reliable trips—less than people would pay to repair damaged vehicles if roads deteriorate.



Bicycle Tax

\$15 fee on new adult bicycles that cost \$200 or more will generate \$1.2 million a year for separated biking and walking paths.



New Light Vehicle Dealer Privilege Tax

0.5% dealer privilege tax on new light vehicles dedicated to electric vehicle rebates and multimodal transportation projects.



Public Transportation Payroll Tax

Less than \$1 a week for the average worker from a 1/10 of 1% tax on wages will generate \$115 million a year for better public transportation.





[www.oregon.gov/ODOT/
Pages/HB2017.aspx](http://www.oregon.gov/ODOT/Pages/HB2017.aspx)

Road Condition Standards and Reporting Under HB 2017

What does HB 2017 require on setting standards for measuring pavement and bridge conditions?

HB 2017 requires the Oregon Transportation Commission to work with counties and cities to develop uniform standards to measure the condition of pavement and bridges owned by ODOT, cities and counties. Each jurisdiction must use these standards to measure and report on the condition of their pavement and bridges.

What are the reporting requirements?

Each city and county must report to ODOT on the conditions of their roads and bridges by February 1st of each odd-numbered year starting in 2019. ODOT must post these reports on a transparency and accountability website, along with a review of the condition of the condition of infrastructure owned by the state and local governments, and must also submit this report to the Legislature.

What accountability mechanisms are in place to ensure compliance?

HB 2017 requires ODOT to suspend State Highway Fund apportionments to any jurisdiction that does not file the report on time; apportionments will be reinstated once the report is submitted. In addition, gas tax increases included in the bill will not go into effect unless the Commission has developed the uniform standards, cities, counties and ODOT are following the standards and reporting and the reports are posted online.

How is the Commission undertaking this work?

Based on direction from the Commission, ODOT is working with cities and counties to develop these standards. Representatives of cities, counties, and ODOT have formed a workgroup that will make recommendations to the Commission on what the standards should be, which roads they apply to, and how data will be reported to ODOT. ODOT and local governments will seek to make these standards useful and meaningful while developing relatively simple standards and reporting methods.

When will the Commission release the uniform standards?

The Commission plans to approve the uniform standards by spring so local governments can collect pavement data in 2018.

How will local governments report their data to ODOT?

ODOT will work with cities and counties on a streamlined reporting mechanism that will make it easy for local governments to submit data and for ODOT to receive and post this data.

WASCO COUNTY PUBLIC WORKS

Implementing HB 2017 Revenue

FY 2018 - The new revenue that will be collected starting in January was not budgeted for. We are currently spending down the beginning fund balance. I recommend no action with this new revenue, as it will help lessen the deficit spending this year. Estimated amount: \$228,717.

FY 2019+ Pavement Preservation:

Increase the amount of chip seals to a level that would allow the department to treat a minimum of 30 miles of road each year. This investment would get the pavement preservation program back to a stable schedule and begin to increase the system Pavement Condition Index (PCI).

Wasco County would need to spend approximately \$300,000-\$400,000 of the new funding per year to meet this goal and I recommend budgeting to utilizing this revenue as soon as FY 2019.

FY 2019+ Fleet Upgrade:

Implement a fleet capital replacement program by replacing the oldest and least efficient vehicles with new or newer equipment. An investment in equipment is crucial to the long-term maintenance of the road system. Older, less dependable equipment is not as efficient or productive and obtaining repair parts or supplies for older equipment has been very challenging and expensive. Cycling this older equipment out of the fleet and replacing it with newer equipment will result in increased work capacity, improved efficiency, and savings in repair costs and lost time breakdowns.

Wasco County would need to spend approximately \$250,000-\$500,000 of the new funding per year on this plan and I recommend beginning to budget for this as soon as FY 2019.

FY 2022+ Transportation Improvement Update:

Update and begin to implement a new public works transportation improvement program. Because of limited road funding, public works basically eliminated its spending for capital road projects over the past ten years. There is a necessity for increased capacity on many older farm-to-market roads and a great need for improved access to future commercial lands, including potential wind farm sites. An updated plan would help prioritize these types of projects and help identify specific capital expenditure needs.

The Wasco County Transportation System Plan, which was updated in 2009, identified 28 capital projects with an estimated cost of around \$30 million. These projects would address future roadway connectivity, capacity, operation, safety, and bicycle needs of the county.

Based on the TSP's assumed 20-year forecasts, we would need over \$1 million dollars a year to begin implementing these improvements. As the revenue from HB 2017 is tiered, I would recommend a similar investment approach with the new transportation improvement program, starting in FY 2022 and gradually growing as HB 2017 revenues increase.

STATE TRANSPORTATION REVENUE - ESTIMATED

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
WASCO COUNTY PW										
Current	\$1,837,200	\$1,867,900	\$1,923,500	\$1,928,200	\$1,910,300	\$1,888,700	\$1,893,500	\$1,888,500	\$1,896,600	\$1,892,200
New - HB 2017	\$228,717	\$570,382	\$645,945	\$731,605	\$830,143	\$947,532	\$1,021,242	\$1,109,860	\$1,118,602	\$1,123,822
Total	\$2,065,917	\$2,438,282	\$2,569,445	\$2,659,805	\$2,740,443	\$2,836,232	\$2,914,742	\$2,998,360	\$3,015,202	\$3,016,022



AGENDA ITEM

ORMAP Agreement

[WASCO COUNTY ORMAP GRANT APPLICATION](#)

[DEPARTMENT OF REVENUE ORMAP IGA CONTRACT #3681-17](#)

ORMAP Grant Application

Section I. County and Grant Information			
A. County: Wasco		B. Funding Cycle: Fall 2017	
C. Project will help meet ORMAP Goal(s): 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 X 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/>		D. Fund Request: \$68,240	
Section II. Summary of Project			Department Assessment
A. Brief Overview of the Request			<input type="checkbox"/> Pass <input type="checkbox"/> Fail
Wasco County is seeking \$68,240 to remap 1,200 taxlot polygons and capture 176 control points to continue the conversion of Wasco County tax maps to meet ORMAP technical specifications. This is the 4 th phase of a multi-year project.			
Scope and Deliverables			
<i>Check</i>	<i>Deliverables</i>	<i>Brief description of the deliverables</i>	
X	Tax Lot Conversion	1,200 polygons in 2N 12E & 1N 13E Sections 4-8	
X	Tax Map Conversion	Index maps in 2N 12E & 1N 13E Sections 4-8 containing 1,200 polygons	
X	Control Points	176 control points collected by the Surveyor in preparation for County remapping of 1N 13E Sections 2, 3, 9, 10 & 11	
<input type="checkbox"/>	Development		
<input type="checkbox"/>	Other Assistance		
<input type="checkbox"/>	Other Deliverable		
<input type="checkbox"/>	Hardware/Software		
B. Projected Project Completion Date (projects should not exceed one year)			
December 31, 2018			
C. Total Costs of Project (add lines as necessary)			
Deliverable	Number of Items	Cost per Item	Total Cost
Control Points	176	\$115	\$20,240
Tax lot remapping	1,200	\$40	\$48,000
D. Partnerships and Contributions (add lines as necessary)			
Partner		Contribution	
Wasco County Surveyor		GPS equipment, computers, vehicle with gear	
Wasco County Assessor & GIS staff, map research and review		\$6000	
Total Match		\$6000	
A. Assessor's Signature & Date:		<i>See file copy</i>	
F. Fiscal Coordinator – Name & Contact Number:		Tyler Stone, County Administrator 541-506-2520	
G. Project Coordinator – Name & Title:		Ivan Donahue Surveyor/Engineer Technician	

E-mail address:	ivand@co.wasco.or.us
Phone Number:	541-506-2656
Mailing Address:	2705 E 2 nd St The Dalles, OR 97058

Section III. Detail Project Information –Answer all questions

A. Overview

1. Describe what the project is trying to accomplish.

This project will remap 1,200 polygons (using control points captured in the spring 2016 & fall 2016 grants) and collect an additional 176 control points in preparation for continuing the remapping in follow-on grants. At the completion of the entire project Wasco County, taxlots will meet ORMAP technical specifications consistent with Goal 6.

2. What part(s) of the county does this project cover (Township, Range, and Sections, if applicable)?

Remapping of the remaining 80 polygons in 2N 12E and start remapping of 1N 13E Sections 4-8 which had control points gathered in the Fall 2016 grant cycle.

Capture of 176 control points in 1N 13E sections 2, 3, 9, 10 & 11 (44 index maps and 3,312 polygons).

3. What is the status/outcome of all previously funded ORMAP projects? (Please include funding cycles and a “status map” of your county.)

Spring 2016: 100% Complete

Fall 2016: 100% Complete

Spring 2017: Current project, expected completion date June 2018

A small portion of Wasco County is at Goal 3 (see attached map), the remainder is Goal 2.

4. Describe, in detail, your technical approach to the project (such as, mapping methodology).

A. Review existing documents

B. The Surveyor will research control points in the office.

C. The technicians will find corners in the field and collect coordinates for control points, working under the direct supervision of the surveyor, to sub- foot accuracy using real-time GPS. The county maintains survey grade GPS equipment. Providing this equipment to the project is an additional cost match

5. Describe the project deliverables.

Tax Maps containing 1200 polygons meeting ORMAP technical specifications and Oregon Department of Revenue cartographic specifications.

176 Control points with Sub-Foot Accuracy. GPS data file will contain similar to the following information for each point: Northing, Easting, Reference Survey Number, Observation Date, Observation Id, Township, Range, Section, Corner (< 1' accuracy, ddd – mm - 000 coordinate format, WGS84)

6. Who will be doing the work (county staff, contractor, or DOR staff)? Please define their roles.

- Wasco County Surveyor will collect the control points.
- Lane County Information Services will perform the tax lot remapping.
- Wasco County GIS and Assessor staff will provide assistance with locating general location of preferred points and QC on final products.

7. How will the county cartographer integrate the deliverables into the County’s maintenance plan?

Lane County Information Services maintains the tax lot maps for Wasco County. This project will have no impact on maintenance.

8. Provide a project timeline with milestones or completion dates.

Control point collection and remapping of tax lots will begin in January 2018 with completion in December 2018

9. Does this project have any partnerships? If yes, please identify them.

No.

10. Describe any innovations utilized by this project.

The results of this project are intended to utilize the ESRI Parcel Fabric technology to improve relative and positional accuracy of data maintained in the ORMAP ESRI data schema format. The new GPS points will be conveyed to BLM for possible input and update of calculated CadNSDI data.

11. Detail Costs (who is paying for what).

Wasco County Assessor & GIS Staff - \$6000 (Wasco County)

Wasco County Surveyor - \$20,240 (Grant)

Lane County remapping - \$48,000 (Grant)

B. Quality Control

1. Who will be responsible for quality control (QC)?

Wasco County Surveyor

2. Will county cartography staff review the deliverables?

No. Deliverables will be reviewed by Lane County Information Services

3. Will there be a review by Department of Revenue's cartography staff?

If requested

4. Describe QC procedures.

Survey control points will meet County survey specifications for mapping.

County staff will review each map provided by Lane County information services by visually inspecting the map. The new product will be compared to previous maps and inconsistencies will be investigated.

C. Project Detail

1. Is this project an "edge matching project"? If so, how much of the county boundary will be completed?

No. However, see Jefferson County's grant request for this cycle proposing to edge match their northern/our southern boundaries.

2. Is this project part of an ongoing or multi-phased remapping project?

Yes. This is the 4th phase of a planned multi-year project.

3. What percentage of the county tax lots and tax maps meet the ORMAP technical specifications?

	Total Countywide	Meet Tech Specs	Percent Complete
Tax Lots	16,446	2,175	13.2%
Tax Maps	665	74	11.1%

There is no documentation listing which index maps meet ORMAP technical specifications. Review by the Department of Revenue and Lane County Information Services staff state many of the maps are "fairly close."

Therefore, the percent complete above is worst-case; other taxlots/index maps may meet technical specifications, there is just no way to tell.

4. Upon completion of this project will your county meet goal 6 (100% of tax maps meeting technical specification)?

No. This is the fourth part of a planned multiyear project.

5. Is this project part of a multi-county effort? If so, please explain.

No.

6. Will the project cost be affected if it is not fully funding this cycle?

Possibly. If labor costs increase so will the amounts requested in follow-on grants.

D. Data Availability

1. Does the county have a data sharing agreement with the State?

Yes

GIS Framework Data License –signed 2005

GIS Cadastral Data Sharing License Agreement v1.3 – signed 2009

Wasco County GIS Cadastral Data Sharing License Agreement v3.0 – signed 2016

Wasco County GIS Cadastral Data Sharing License Agreement v3.0 (2017) – signed 2017

2. Identify any data restrictions or licensing issues.

There are no data restrictions or licenses required. Data is shared with other public agencies and funding partners are no cost and sold to all other parties.

E. Background Information

Any other information that you feel may help support the project.

This project continues Wasco County on the path to having all of its tax lots meet ORMAP specifications. It is forecast to take approximately 8 years depending on funding from ORMAP and our in-house capacity (see below).

The outline of our plan is to have the surveyors get one funding cycle "ahead" of Lane County information services in their collection of control points. Then Lane County Information Services will not be held up by any issues with the collection of additional control points. Also, the surveyors will have some capacity if there are a few additional points that need to be captured to help the current cycle of remapping.

The collection of the control points for this grant will help near completion for the City of The Dalles area to be remapped (this is the most populated area in our county).

The Surveyor plans to collect all control points with urban accuracy (sub foot) regardless of their location in the county. Positional accuracy of less than that makes the final product of little value for the surveying community.

F. Other Issues - Please identify.

None.

G. Racial and Ethnic Impact Statement

RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons¹ in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1. ☐ The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

☐ Women
☐ Persons with Disabilities
☐ African-Americans
☐ Hispanics
☐ Asians or Pacific Islanders
☐ American Indians
☐ Alaskan Natives

2. ☐ The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

☐ Women
☐ Persons with Disabilities
☐ African-Americans
☐ Hispanics
☐ Asians or Pacific Islanders
☐ American Indians
☐ Alaskan Natives

3. ☒ The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 20 day of September, 2017, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Signature: /s/ Jill Amery

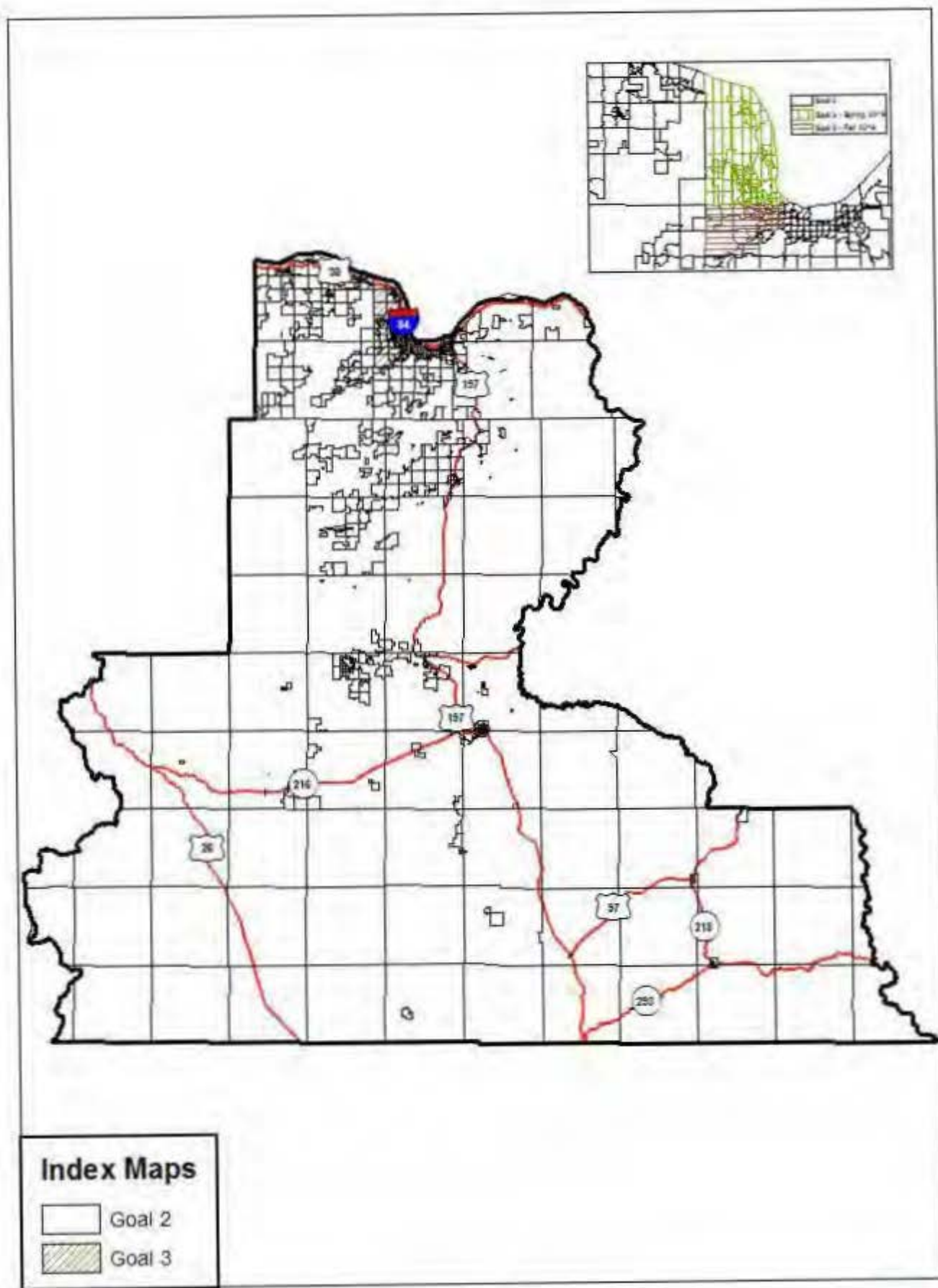
Printed Name: Jill Amery Title: Wasco County Assessor

¹“Minority persons” are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.

Submit completed forms to:

Mail	Contact Information
ORMAP Project Coordinator Oregon Department of Revenue Property Tax Division 955 Center St. NE Salem OR 97301-2555	Tel: 503-586-8128 Fax: 503-945-8737 or.map@state.or.us

Wasco County Fall 2017
ORMAP Goal Status



Index Maps

- Goal 2
- Goal 3

Date: 9/12/2017



0 10 20
Miles



**DEPARTMENT OF REVENUE
ORMAP INTERGOVERNMENTAL AGREEMENT
CONTRACT #3681-17**

This Agreement is entered into by and between the State of Oregon, acting by and through the Department of Revenue ("Department") and Wasco County ("County").

WHEREAS, under ORS 306.135 the Department is charged with developing a base map system to facilitate and improve the administration of the ad valorem property tax system;

WHEREAS, pursuant to ORS 190.110, the Department may cooperate, by agreement or otherwise, with a unit of local government in performing the duties imposed upon it by ORS 306.135.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree to the following:

I. EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION

- A. Effective Date of Agreement. This Agreement shall become effective on the date this Agreement has been signed by every party and all required approvals have been obtained.
- B. Award. The Department shall provide funds in the amount of **\$68,240.00** (the "Award") to the County to fund all or part of the activities set forth in Exhibit A ("Proposal") which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the "Project". All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the "Total Project". (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use the Award other than for costs for the Project.
- C. Project Completion. County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by **December 31, 2018** ("Project Completion Date"). Final billing for the Project shall be submitted to the Department on or before *January 31, 2019*.

II. DISBURSEMENTS.

- A. Disbursement of Funds by the Department. Subject to Section IV, upon receipt of the County's request for disbursement, the Department shall disburse the

Award to the County on a cost reimbursement basis. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.

- B. Overpayment. In the event that the aggregate amount of the Department's disbursements hereunder exceeds the costs of the County for the Project, the County agrees to refund to the Department the amount paid in excess of such costs within thirty (30) days of final billing by the County or the Project Completion Date, whichever is earlier.
- C. Disallowed Costs. The County agrees that payment(s) under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Department not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the County shall immediately upon demand pay the Department the amount of such excess.
- D. Cost Savings. Any cost savings realized on the Total Project shall be prorated between the funding sources based on the percentage of their respective cash contributions as set forth in the Proposal. In no event shall the Department pay for more than its pro rata share of the County's actual out-of-pocket cost of the Total Project.
- E. No Duplicate Payment. The County shall not be compensated for, or receive any other duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.

III. REPRESENTATIONS AND WARRANTIES

County represents and warrants to the Department that (1) it has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Total Project shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) those persons performing work on the Total Project shall, at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform work on the Total Project, and (5) Exhibit A presents a good faith estimate of the costs of the Total Project and the Project and accurately states the amount of other funds, whether in cash or through binding commitment(s), available for payment of the costs of the Total Project.

IV. CONDITIONS TO DISBURSEMENT

- A. Conditions Precedent to Disbursement. The Department shall not be obligated to disburse any funds hereunder for Project costs unless (1) there exists no event of default or default which with notice or lapse of time or both will become an event of default hereunder, and (2) the Department has received from the County (i) a request for disbursement signed by a duly authorized representative of the County (which shall, among other things, state that the County has or will have sufficient funds to complete the Total Project by the Project Completion Date), (ii) an itemized invoice and (iii) such other documentation as the Department may require, all in form and substance satisfactory to the Department; further, the Department shall only be obligated to disburse Award funds to the extent that the portion of the Award represented by the aggregate amount of all disbursements made through the date of the disbursement request (including the amount of the disbursement request) does not exceed the percentage of the Project completed through the date of the disbursement request, as determined by the Department.
- B. Conditions Precedent to Final Disbursement. The Department shall not be obligated to make final disbursement hereunder until a final payment request and such documentation as may be required by the Department, all in form and substance satisfactory to the Department, shall be submitted by the County to the Department. Final payment will be made to the County within forty-five (45) days of approval by the Department.

V. COVENANTS

- A. Assignment. If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. Payments. To the extent required by state and federal law, the County agrees to:
1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
 2. All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). County shall require and ensure that each of its subcontractors complies with these requirements.

- C. Liabilities. County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to its employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

- D. Compliance with Applicable Law. The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270, as amended from time to time, which are incorporated by reference herein. The parties shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg))
- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and the Oregon Local Budget Law, ORS 294.305 to 294.565.. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

- G. Project Ownership. The Department acknowledges and agrees that the Project is the exclusive property of the County. The County acknowledges and agrees that the Department is not responsible or liable in any manner for the completion or maintenance of the Project or Total Project.

VI. TERMINATION; REMEDIES

- A. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder to the extent that the amount of funds disbursed exceeds the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.

B. Termination Because of Non-Appropriation or Project Ineligibility.

1. The Department, at any time upon prior written notice to the County, may terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall.

C. Termination for Default. The Department may, at any time upon thirty (30) days prior written notice to the County, terminate this Agreement if:

1. The design and implementation of the Total Project is not pursued with due diligence; or
2. The cadastral portions of the Total Project do not conform to the Department of Revenue Oregon Cadastral Map System; or

3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
 4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal.
 5. The County violates any other provision of this Agreement.
- D. Rights and Remedies. The County shall, within thirty (30) days of its receipt of the notice described in Section VI.C above, reimburse the Department for all funds disbursed hereunder to the extent that the funds disbursed exceed the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department as of the date of County's receipt of the notice described in Section VI.C above. Further, the Department shall have any and all rights and remedies available at law or in equity.

VII. GENERAL PROVISIONS

- A. Force Majeure. Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. No Third Party Beneficiaries. The Department and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- D. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their respective successors and assigns; provided however that the County may not

assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.

- E. Severability. The Department and the County agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.
- F. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the Department or the County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- G. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- H. Governing Law; Venue. This Agreement 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 the Department and/or other agency or department of the State of Oregon and the County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion 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 District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- I. Merger Clause; Amendment; Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE DEPARTMENT AND THE COUNTY ON THE SUBJECT MATTER HEREOF. NO MODIFICATION OR

CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE DEPARTMENT AND THE COUNTY, AND NO CONSENT OR WAIVER SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM SUCH CONSENT OR WAIVER IS BEING ENFORCED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE DEPARTMENT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE DEPARTMENT OF THAT PROVISION OR ANY OTHER PROVISION. THE COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS.

DEPARTMENT:

State of Oregon, acting by and through its
Department of Revenue
Authorized Agency Signature

By: _____
Joshua Hardage, Contracts & Procurement Manager

Date: _____

COUNTY:

Wasco County

By: _____
Title: _____

Date: _____
Telephone: _____
Fax No: _____

EXHIBIT A

AWARD LETTER COUNTY GRANT PROPOSAL



Oregon

Kate Brown, Governor

**Department of Revenue
Property Tax Division**

955 Center St NE

PO Box 14380

Salem, OR 97309-5075

www.oregon.gov/dor

November 8, 2017

Ivan Donahue
Surveyor/Engineer Technician
2705 E 2nd St
The Dalles, OR 97058

Dear Mr. Donahue

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from January 1, 2018 through December 31, 2018.

Listed below are the deliverables as outlined in your grant request. In order to expedite the payment process for you, please use the "ORMAP Invoice" form, you can download a copy from the ORMAP site. Please state the correct contract number on the chart and complete the information requested for each task or deliverable.

Contract Number:		
Task	Deliverable	Award Amount
1	176 Control Points	\$20,240.00
2	1,200 Taxlots	\$48,000.00
Total		\$68,240.00

If you have questions, please contact the ORMAP Coordinator, Philip McClellan (503-586-8128).

Best wishes for a successful project.

With regards,

Bram N. Ekstrand
Property Tax Assistance and Oversight Section Manager
Oregon Department of Revenue

cc: County Assessor
DOR Finance Department
File



AGENDA ITEM

GIS Fee Waiver Request

[NORTH WASCO PARKS & RECREATION GIS FEE WAIVER REQUEST](#)

[STAFF MEMO](#)



Wasco County Board of Commissioners
511 Washington St
Room 302
The Dalles, OR 97058

November 3rd, 2017

Dear Wasco County Board of Commissioners:

The Northern Wasco County Park and Recreation District (NWCPRD) requests a waiver of GIS fees as part of the preparation of a new Park and Recreation Master Plan. NWCPRD serves approximately 20,000 residents, and maintains 8 parks; approximately 160 developed acres, 80 undeveloped acres, and 10 miles of trail.

The purpose of a Park and Recreation Master Plan is to prepare a guiding vision for the parks system and provide direction for both short and long-range planning by integrating community input with best practices in community recreation planning. After identifying system assets and needs, the Park and Recreation Master Plan provides goals, policies, recommendations, and implementation measures to shape the development of the park system over the next 20 years. A Park District Master Plan will also help inform the Wasco County Comprehensive Plan update that is currently underway.

To begin the master planning process, NWCPRD requests GIS data to support analysis and mapping efforts. The GIS data will help inform prioritization of projects, assess whether all demographic profiles of community members are being adequately served by the parks system, and determine potential site restrictions and opportunities that may have bearing on final site design for certain parks. GIS data requested from Wasco County includes: Roads, Tax Lots, Administrative Boundaries, Populated Places, Zoning – The Dalles, Zoning – Wasco County, and Zoning – Environmental Protection Districts.

A waiver for GIS fees will help reduce project costs, and enable more of the project budget to be spent on public outreach, park design and plan implementation.

Thank you for your time, and we appreciate your consideration.

Scott Baker
Executive Director
Northern Wasco County Parks and Recreation District



MEMORANDUM

SUBJECT: North Wasco Parks and Recreation District GIS Fee Waiver Request

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TYCHO GRANVILLE

DATE: 12.6.2017

BACKGROUND INFORMATION:

GIS partners (City of The Dalles, Sherman County, Mid-Columbia Fire and Rescue, and Northern Wasco Public Utility District) pay into the system to receive GIS data. Whenever Wasco County receives a fee waiver request for GIS data, partners are contacted for their feedback. In this instance, one partner did not support the waiver, one partner did support the waiver and the remaining two partners expressed no opinion regarding the granting of the waiver.

Staff's concern is that the request is for a significant amount of data (we would normally charge \$1,690) which would be provided to an outside vendor that is being contracted by NWPRD. We would want to insure with an agreement that the data be used only for this project. While I have no recommendation on whether or not to grant the waiver, I do have some concern regarding the precedent that would be set in granting the waiver.



AGENDA ITEM

Watershed Council

[2017 ANNUAL WATERSHED COUNCIL REPORT](#)

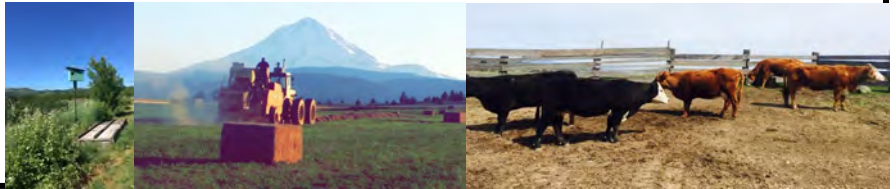
Wasco County Watershed Councils Annual Report FY 2016/2017

Wasco County Watershed Councils Coordinating Board

The Coordinating Board held four regular meetings. Check-in meetings were conducted the first of every month to review progress on the work plan and project grants. The board reflected on achievements to date and the work that had been accomplished under the 2015-2017 biennium work plan. John Runyon met with the council to revisit the Action Plan and discuss new strategies for a potential restoration analysis. John Byers, (ODA) and Meta Loftsgaarden, (OWEB) paid the board a visit to share updates from their respective agencies, and congratulate the board on their hard work and strong partnerships that are recognized throughout the state. The board used their time with John and Meta to share their recent accomplishments and discuss the future of watersheds and agriculture.

Coordinating Board and Council Chairs:

Mosier - Kris McNall & Bryce Molesworth
The Dalles - Ken Bailey & Bruce Lumper
Fifteenmile - Bill Hammel & Phil Kaser
White River - Pat Davis & Herb Snodgrass
Bakeoven / Buck Hollow - Bob Krein



Mosier

Mike Igo who has been heavily involved in the restoration effort after the train derailment and spill. Groundwater clean up and monitoring has been an important topic as well. Bob Schwarz from DEQ has provided the council with monthly contamination results from the UPRR nine monitoring wells and biosparging system that were put in place as a result of the oil spill. Council members continued their focus with OWRD, GSI and the SWCD to gain access to wells in Priority Zone 1 the first area identified as the most likely to have commingling issues. The council has worked together to inform the public of the crucial situation and how they can help save Mosier wells from going dry. The Council worked with the SWCD to secure funding for the Mosier Deep Well project. This project consists of drilling two deep wells with depths up to 1,600 feet, to access an untapped Columbia River Basalt (CRB) aquifer. This project seeks to remove the two largest irrigation water users in the watershed to reduce water demand on the upper CRB aquifers. The goal is to improve long-term groundwater supply availability and stream flows in Mosier Creek.

The Dalles

The Dalles Watershed Council held three meetings and one summer celebration. The council received annual reports on data collection under the Pesticide Stewardship Partnership from DEQ; E. coli monitoring; and ODFW's Steelhead report in Mill Creek. ODA's Kirk Cook attended the council meetings and is interested in partnering with the SWCD and the council on a pesticide workshop and a stewardship grant to offset the costs of monitoring. ODFW also reached out to The Dalles council and worked collaboratively to identify potential fish passage barriers in the Mill Creek Watershed. Council members, SWCD technicians, City of The Dalles employees, and ODFW have focused efforts on a barrier on the South Fork of Mill Creek. ODFW engineers are in the process of designing the passage concept and the council and SWCD are seeking funding. The project will not eliminate the concrete barrier above the Wicks treatment plant, but modify the structure to allow for juvenile fish passage in the low flow summer months. Nate Woodard has led the effort for Urban Conservation Planning and is continuing to develop an education and outreach program for urban creekside landowners.





Fifteenmile

The Fifteenmile Watershed Council held four meetings. The FAST program completed its third successful year with more participants than ever. The 2016 irrigation season was very

different from the previous year with no alerts being issued the entire season. The above ground storage feasibility study identified a subsurface option as a potential alternative. The Fifteenmile Subsurface Storage Feasibility Study kicked off in February with GSI and Anderson Perry being the awarded the contract. 50% of Phase 1 was completed summer of 2017 and the study will continue unless a fatal flaw is identified. OWRD, USGS, GSI, GeoSystems Analysis and ODFW have all been active participants in council meetings, providing updates from their ground water surveys, steelhead fish counts, and hydrological work that has been completed throughout the year. All of this has helped the council to gain knowledge on the geology, hydrology and water availability of a subsurface storage facility. The council received the 2016 data results from DEQ on the Pesticide Stewardship Partnership. Along with The Dalles watershed council, Fifteenmile also worked with ODA on a stewardship grant to help with monitoring and sampling costs as well as provide funds for a pesticide applicators workshop. The Fifteenmile Council also had the privilege of taking the new Executive Director of ODA, Alexis Taylor, on a tour of the watershed. Council members, the SWCD and NRCS staff were able to show off successful projects in the watershed as well as discuss the weed management plan on the Deschutes River, LEPA/LESA irrigation technologies on Dufur Valley, the success of FAST and instream leasing, as well as the PSP program.

Bakeoven / Buck Hollow

The Bakeoven/ Buck Hollow Watershed Council held one meeting this fiscal year. Every winter the council conducts a meeting following the local neighborhood meeting in Maupin. Neighborhood meetings provide local landowners with updates from NRCS on Conservation Programs, FSA and the Farm Bill, OSU, SWCD and Wy'East RC&D. Council members gathered landowners from throughout the watershed to discuss resource concerns, needs and how the SWCD and NRCS can help achieve their range management goals. The council and landowners discussed next steps for a Resource Management Plan. The SWCD and council was awarded an Technical Assistance grant through OWEB for the next two years to take inventory and identify projects in the watershed to address those resource concerns outlined by the private landowners. Once a strategic plan is in place the SWCD and watershed council will apply to OWEB for an implementation grant.



White River

The White River Watershed Council held one meeting this past fiscal year following the local neighborhood meeting. They received an update from the USFS regarding funding opportunities. The

Farmers Conservation Alliance provided the council with a model of a dual fish screen like the one that will be installed for the Three Mile Creek Fish Screen Project. The council and local irrigators are also very involved with the Forest Collaborative Group. Over the last few years the watershed council has focused their efforts on the Regional Conservation Partnership Program (RCPP). This project includes the removal of fish passage barriers to increase fish habitat access; Improve irrigation efficiency; and Restores flows in 21.9 miles of stream. This past year the Rock Creek Pipeline-Phase II construction was completed. A total of 6,604 feet of pipeline was installed.



AGENDA ITEM

Audit Update

[AUDIT STATUS MEMO](#)

[PROPOSAL TO COMPLETE AUDIT](#)



MEMORANDUM

SUBJECT: Fiscal Year 2017 Audit Status

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MIKE MIDDLETON

DATE: 11/28/17

The audit process is still having problems this year. The primary issues are the same as in prior annual audits. This will cause the audit report to be issued by January 31st instead of by December 31st.

The issues are reconciliations not completed, cash and receivables are misstated, and several schedules that should have been prepared were not. These issues have brought the audit to a stop while I finish the reconciliations and needed schedules.

To get the audit back on track, I have brought in Debbie Smith-Wagar to assist. A plan has been created – and is currently underway – to accomplish this goal. The target is to have the information to the auditors on Friday, December 1st. Due to the holiday season, the auditors will not be able to complete the process sooner than the January 31st date.

Long-term process changes to be made are setting a monthly reconciliation review date with the Treasurer. This will keep a light on the process so it does not get pushed aside. There will be a clear list of the reconciliations expected and to be reviewed. Additionally, the plan is to simplify the cash reconciliation process by changing the accounting structure. The plan is to bring in assistance at next year end to verify year end processing and audit preparation.

Until the Finance Manager position is filled, the plan is to continue to utilize Debbie on a contract basis to assist in keeping on top of the workload.



Proposal to complete audit

This is a bullet point and timeline of the necessary tasks to get the audit completed. This will still result in a late audit.

- Contact Debbie for extra assistance
 - Will be here on 11/27, 11/29, 12/1, 12/6-8, 12/13-15
 - The dates through 12/1 will focus on reconciliations and prep work for auditors
 - Following weeks to assist with putting changes and processes in place to prevent a repeat
- Contact Carol to discuss needs, expectations and timeline
 - Will get all reconciliations to Carol/Amanda by 12/1
 - Prefer to stop progress on GL until all entries/reconciliations done/verified
 - Except Payroll – this will continue and will complete on 11/24
 - Audit Report to us by January 31st due to holiday scheduling
- Balance/Reconcile Cash
 - Entries compiled by Debbie entered 11/21
 - Complete Cash reconciliation week of 11/27
 - Debbie will be assisting for 3 days next week
 - Relates to the Accounts Receivable
 - Agency fund cash balance calculated by auditors different than trial balance shown
 - Reviewed and started corrections. Will be done by Friday 11/24 EOD
 - Vet with cash reconciliation
- Accounts/Taxes Receivable
 - 6/30 Tax Receivable not set up in docs send to auditors
 - Corrected. Review will be completed by 11/24 EOD
 - 6/30 Accounts Receivable reconciliation reviewed and completed by 11/29
 - Tied to Cash Balancing
- Accounts Payable
 - 6/30 AP will be reviewed and additional reconciliation done by 11/30
 - Reviewed processing of Agency Payments with staff that caused AP issue
- PILT
 - Distributed FY17 PILT this week
 - Discussed proper processing with staff 11/22

- Transfers
 - Corrected as of 11/21
- Beginning Fund Balance
 - Corrected fund 208 11/22 – improperly voided check fixed
- Payroll Report Reconciliations
 - Completed and with auditors

Target Dates, Tasks, and Status

Date	Task	Status
11/21/17	Cash correction Entries	Done 11/21/17
	Transfers reconciled/corrected	Done 11/21/17
11/22/17	Beginning Fund balance issue addressed	in process
11/24/17	Payroll Reports Reconciled and to Auditors	Done 11/22/17
	Tax Receivable reviewed and adjust	Done 11/24/17
	Review and adjust Agency cash balances	Done 11/24/17
11/27/17	Debbie Assisting – Reconciliations	-
	Cash reconciliation complete	in process
11/29/17	Debbie Assisting – Reconciliations	-
	AR reconciliations complete & reviewed	11/29/17
11/30/17	Complete AP recon & review	
12/1/17	Debbie Assisting – Reconciliations	
	All FY17 Reconciliations to Auditors	
12/6/17	Debbie Assisting – Reconciliations (FY18)	
12/7/17	Debbie Assisting – Reconciliations (FY18)	
12/8/17	Debbie Assisting – Reconciliations (FY18)	
12/13/17	Debbie Assisting – Reconciliations (FY18)	
12/14/17	Debbie Assisting – Reconciliations (FY18)	
12/15/17	Debbie Assisting – Reconciliations (FY18)	
1/31/2018	Audit Report Issued (dated)	



AGENDA ITEM

CGCC Prevention Collaboration Agreement

[MOU BETWEEN YOUTH THINK, HOOD RIVER COUNTY PREVENTION
DEPARTMENT AND COLUMBIA GORGE COMMUNITY COLLEGE](#)



Columbia Gorge Community College
building dreams, transforming lives

Memorandum of Understanding
Between YouthThink, Hood River County Prevention Department
and Columbia Gorge Community College (DAAPP program)

Alcohol, tobacco and other substance abuse are among the most important public health and safety problems facing college students and our communities.

The Drug and Alcohol Abuse Prevention Program (DAAPP) at Columbia Gorge Community College provides information, events, resources and support services in an effort to increase awareness of the impacts of alcohol, tobacco and other drug use and prevent abuse of these substances among members of the college community. CGCC is committed to maintaining a drug-free institution to create a safe and healthful campus and work environment and to assist its students and employees who may have problems with alcohol or other drugs.

YouthThink and the Hood River County Prevention Department both strive toward healthy, safe, and drug free communities. Prevention efforts are based on brain science and best practices for the young adults attending CGCC.

As a formal statement of collaboration on mutually beneficial activities toward shared goals of alcohol, tobacco and other drug abuse prevention and awareness, YouthThink, Hood River County Prevention and Columbia Gorge Community College (DAAPP program) agree to:

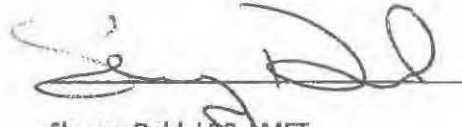
1. Collaborate on one major drug and alcohol abuse awareness campaign on each campus each year, and additional campaigns as specific needs are identified.
2. Suggest current informational materials and resources for the campus community.
3. Define and construct additional strategies on each campus for more effective prevention and awareness of alcohol, tobacco and other drug abuse prevention programs, including development of informational and evaluative needs assessment to inform those strategies.
4. Determine how the college may be able to assist with any larger community efforts (i.e. assisting with survey responses for HR Prevents grant funded program, marketing of YouthThink Boot Camps).
5. Explore feasibility of and student interest in a Health and Wellness group/club that will be active on each campus to organize student-led activities related to substance use prevention and awareness and provide additional input into program effectiveness.

This memorandum is in effect for two years from the date of signature. After this time, the MOU will be evaluated and updated for continued collaborative efforts.

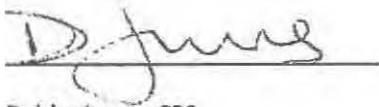
Signatures



Eric Studebaker, PhD
Chief Student Services Officer
Columbia Gorge Community College



Shayna Dahl, LPC, IMFT
Student Support Services Coordinator
Columbia Gorge Community College



Debby Jones, CPS
YouthThink Coordinator
Wasco County



Belinda Ballah, BA, CPS
Director
Hood River County Prevention Department



Molly Rogers
Director
Wasco County Youth Services Department



AGENDA ITEM

Tri-County Hazardous Waste Steering Committee Report

[TRI-COUNTY HAZARDOUS WASTE AND RECYCLING PROGRAM
PRESENTATION](#)

Mission: To help protect our Mid-Columbia region by providing services to reduce the impacts of hazardous wastes and to improve materials management for the benefit of human and watershed health.



Tri-County

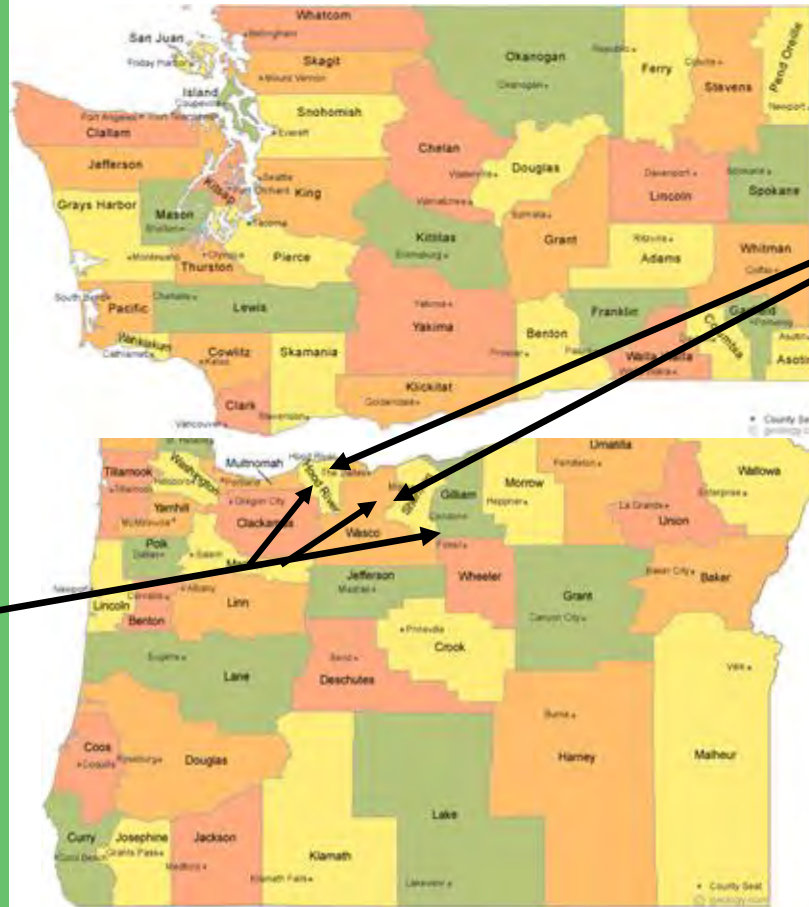
Hazardous Waste & Recycling Program



We Are Here...

Counties

- Hood River
- Wasco
- Sherman



Cities

- Cascade Locks
- Hood River
- Mosier
- The Dalles
- Dufur
- Maupin

JUST THE FACTS...

- Inter-Governmental Agreement
- Lead Agency, Wasco County
- Steering Committee
- Funded thru garbage fees
- Collections started in 2006

JUST THE FACTS...

(Just...) 2 Program Staff to Cover:

- 3 Counties + 6 Cities
- 3760 Square Miles
- 20+ Schools
- 2 Hazardous Waste facilities
- 19 Hazardous Waste Events per Year

We Collect Hazardous Waste...

At Hood River facility



We Collect Hazardous Waste...



We Collect Hazardous Waste...

At The Dalles facility



We Collect Hazardous Waste...



We Collect Hazardous Waste...



We Collect Hazardous Waste...

At Remote Events (Parkdale)



We Collect Chemicals from Farmers



And Unwanted Medicine too ...



And Unwanted Medicine too ...



We collect E-Waste too ...



Electronics collaboration with Maupin High School...



Electronics collaboration with Maupin High School...



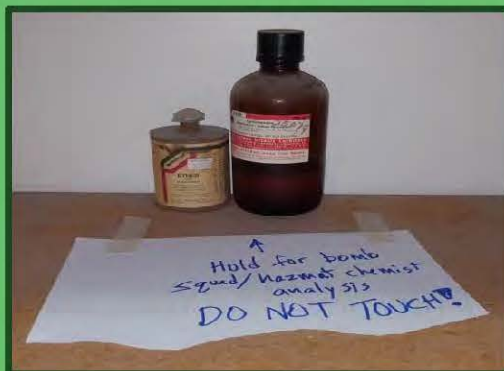
Electronics collaboration with Maupin High School...



We Collect Hazardous Waste At SCHOOLS...



And we Coordinate Safety Trainings and Lab Clean-Outs At SCHOOLS too ...



We Support Event Recycling



We Support Event Recycling...small



We Support Event Recycling... big



New Program- Abatement and Recycling Assistance



Compost- Schools



Grants



We Sell Compost Bins...



Organic Material



Organic Material... on Fire!



Dirt Hugger



Dirt Hugger



Dirt Hugger



Partnerships...



Tri-County

Hazardous Waste & Recycling Program



Partnerships...



Tri-County

Hazardous Waste & Recycling Program



Partnerships...



Tri-County

Hazardous Waste & Recycling Program





We Outreach in the Community





We Outreach in the Community





And Master Recyclers too...





And *Master Recyclers* too...





And Master Recyclers too...



Rural Recycling Depots- GOOD



Rural Recycling Depots - BAD



Rural Recycling Depots- UGLY





We Study Garbage too...





We track 'Product Stewardship'

- ✓ Paint
 - ✓ Electronics
 - ✓ Beverage Containers
 - ☐ Hazardous Waste
 - ☐ Pharmaceuticals

 - ☐ Fluorescent Lamps
 - ☐ Batteries
 - ☐ Pesticides
- ☐ Radioactive Devices
 - ☐ Tires
 - ☐ Telephone Books
 - ☐ Packaging
 - ☐ Motor Oil
 - ☐ Carpet
 - ☐ Medical Sharps
 - ☐ Mercury Thermostats
 - ☐ Gas Cylinders
 - ☐ Mattresses









Post A&P?





What it's all about...

Keep me safe

with these 5 simple tips

1. Rule #1: Keep household chemicals stored UP and safely away from babies.

2. Read the label: Avoid products with the words "poison" or "danger". Buy the least toxic product that will do the job.

3. Buy chemical products only when necessary. There are many non-toxic cleaners you can make yourself. Go to "Create a Healthy Home" section on our website for recipes.



for purchasing
household cleaners!

4. Skip aerosol sprays. Aerosols may cause air pollution. Instead, choose solid or gel products, or pump sprays.

5. Drop off any unwanted chemicals at our regular hazardous waste collection events. Go to www.tricountyrecycle.com for our schedule and what we accept.

Tri-County
Hazardous Waste & Recycling Program



tricountyrecycle.com
541-506-2636

WWW.TRICOUNTYRECYCLE.COM



[Home](#) [About Us](#) [Recycle](#) [Hazardous Waste](#) [Discussion](#) [Master Recycler](#) [Grants](#)

What's New?

- Expanded Bottle Bill
- Electronic Waste Recycling
- Unwanted Medicines
 - Cell phones
- School Lab Clean-Outs
 - Flex Packaging
 - Contamination

Reduce Waste + Recycle More





AGENDA ITEM

National Scenic Area Land Use Development Ordinance Update

[STAFF MEMO](#)

[STAFF SUMMARY](#)

[PLANNING RECOMMENDATION & BOARD OPTIONS](#)

[STAFF REPORT](#)

[PROPOSED AMENDMENTS](#)

[ORDINANCE 17-003](#)



Memo

TO: Wasco County Board of County Commissioners

FROM: Will Smith, Senior Planner; Riley Marcus, Associate Planner

DATE: December 6, 2017 Board of County Commissioners Meeting

SUBJECT: NSA LUDO Updates

In February of 2016, the Columbia River Gorge Commission adopted revisions to their Management Plan. This was in response to an Oregon Court of Appeals' decision after a previous Management Plan update went through litigation. These revisions included mandatory changes to the General Management Area guidelines as well as mandatory changes to the Special Management Area guidelines that the U.S. Forest Service had already adopted.

These revisions were transmitted to all six National Scenic Area counties in July of 2017, requiring adoption into each local National Scenic Area (NSA) land use ordinance within 270 days. Wasco County Planning staff received the amendments and incorporated them into the Wasco County NSA Land Use and Development Ordinance (LUDO) for your review. Wasco County Planning staff has also taken this opportunity to update the NSA LUDO with minor formatting and grammatical edits. On October 19, 2017 staff presented these proposed changes to the Wasco County Planning Commission. They made some edits and recommended approval of this ordinance update to the Board of County Commissioners.

If the Board of County Commissioners approves staff's revisions based on these mandatory changes to our ordinances, staff will then submit the revised NSA ordinance to the Gorge Commission for approval. The final step will be approval of the ordinance by the U.S. Secretary of Agriculture, or his designee.

The intent of these changes is to clarify some of the processes used to protect Scenic, Cultural, Natural, and Recreational resources in the Gorge. Anticipated impacts include slightly longer staff reports for some proposed developments and may require additional information for application completeness when a natural or cultural resource is present.

Please take a few minutes before our meeting to review the items in the attached packet, and write down any ideas or recommendations for further updates that you may have for us. Please also keep in mind that the Columbia River Gorge Commission is currently undertaking an update to the Management Plan (Gorge 2020) which should contain more substantive updates when that work is complete in 2020.

We look forward to meeting with you and are happy to answer any questions in anticipation of the meeting. Please feel free to schedule office hours or reach out to us by phone/email.



SUMMARY OF INFORMATION

Prepared for Board of County Commissioners Hearing

File Number: PLALEG-17-10-0001

Request: Amend the Wasco County National Scenic Area Land Use and Development Ordinance (WC NSA LUDO)

1. Add the definition of "Adversely Affect" from the Management Plan into the WC NSA LUDO.
2. Adopt SMA language into the GMA sections of the WC NSA LUDO ensuring no adverse cumulative effects for natural resources.
3. Adopt new language into the WC NSA LUDO from the Management Plan regarding requiring a reconnaissance survey if any element of any land use application requires a reconnaissance survey.
4. Correct grammatical, formatting and spelling errors within the WC NSA LUDO.

Prepared By: Will Smith, Senior Planner; Riley Marcus, Associate Planner, on behalf of the Wasco County Planning Commission

Prepared For: Wasco County Board of Commissioners

Board of County Commissioners

Hearing Date: December 6, 2017

Procedure Type: Legislative

Applicant: Wasco County

Owners & Location: Amendments will affect development for all zones inside the Columbia River Gorge National Scenic Area within Wasco County.

Planning Commission

Recommendation: Recommend approval of the WC NSA LUDO amendments to the Wasco County Board of County Commissioners and the Gorge Commission, with the findings in Planning Commission report PLALEG-17-10-0001 and the additional edits suggested by the Planning Commission.

Attachments:

- A. Planning Commission Recommendation & Board Options
- B. Staff Report
- C. Proposed Ordinance Text Amendments

ATTACHMENT A – PLANNING COMMISSION RECOMMENDATION

The full Planning Commission recommendation (Staff Report) with all proposed findings of fact and conclusions of law is enclosed as **Attachment B** and was made available at the Wasco County Planning Department and Board of Commissioners Office for review one week prior to the December 6, 2017, hearing. The full staff report is made a part of the record. This summary does not supersede or alter any of the findings or conclusions in the Staff Report, but summarizes the results of the Planning Commission's review and recommendation made October 19, 2017.

PLANNING COMMISSION RECOMMENDATION:

REQUEST: Amend the Wasco County National Scenic Area Land Use and Development Ordinance (WC NSA LUDO)

1. Add the definition of "Adversely Affect" from the Management Plan into the WC NSA LUDO.
2. Adopt SMA language into the GMA sections of the WC NSA LUDO ensuring no adverse cumulative effects for natural resources.
3. Adopt new language into the WC NSA LUDO from the Management Plan regarding requiring a reconnaissance survey if any element of any land use application requires a reconnaissance survey.
4. Correct grammatical, formatting and spelling errors within the WC NSA LUDO.

Recommendation: Upheld the recommendation of the Director, and recommend approval of the WC NSA LUDO amendments to the Wasco County Board of County Commissioners and the Gorge Commission, with the findings in Planning Commission report PLALEG-17-10-0001 and the additional edits suggested by the Planning Commission.

BOARD OPTIONS

Continue:

- Based on testimony and evidence presented at the hearing, continue the hearing if necessary. Note: additional testimony may provide specific reasons to approve or deny.

Approval:

- Based upon all of the findings of fact, the Board may approve the request as recommended by the Planning Commission; or
- Based upon amended findings of fact, the Board may approve the request with amendments.

Denial:

- Based upon amended findings of fact, the Board may deny the request.

ATTACHMENT B – STAFF REPORT

Amendments to the Wasco County National Scenic Area Land Use and Development Ordinance PLALEG-17-10-0001

Request:	<u>Amend the Wasco County National Scenic Area Land Use and Development Ordinance (WC NSA LUDO)</u> <ol style="list-style-type: none">1. Add the definition of “Adversely Affect” from the Management Plan into the WC NSA LUDO.2. Adopt SMA language into the GMA sections of the WC NSA LUDO ensuring no adverse cumulative effects for natural resources.3. Adopt new language into the WC NSA LUDO from the Management Plan regarding requiring a reconnaissance survey if any element of any land use application requires a reconnaissance survey.4. Correct grammatical, formatting and spelling errors within the WC NSA LUDO.
Prepared by:	Will Smith, Senior Planner
Prepared for:	Wasco County Board of County Commissioners
Applicant:	Wasco County Planning Department
Staff Recommendation:	Approval of the Wasco County Planning Commission recommendation to adopt the proposed amendments of the WC NSA LUDO.
Board of County Commissioners	
Hearing Date:	December 6, 2017
Procedure Type:	Legislative
Attachments:	- Attachment C: WC NSA LUDO Proposed Changes (Strikes and Underlines)

I. APPLICABLE CRITERIA

B. Wasco County National Scenic Area Land Use & Development Ordinance (WC NSA LUDO)

Chapter 9 – Zone Change, Ordinance Amendment and Revision of Urban Area Boundaries

Section 9.050 Conditions Relative to the Approval of a Zone Change

Section 9.060 Amendments to the Zoning Ordinance

Section 9.070	Recommendation on Zone Change or Amendment to the Land Use and Development Ordinance
Section 9.080	Notice of Planning Commission Recommendation
Section 9.090	Action By County Governing Body
Section 9.100	Action by the Gorge Commission

II. SUBMITTED COMMENTS

As of November 20, 2017 the Wasco County Planning Department has received no comments about the proposed revisions.

III. PUBLIC INVOLVEMENT

In addition to the hearings associated with this legislative process, which allows for public testimony and the ability to provide written comment, Wasco County has included the following measures to ensure the process is open to the public.

A. Newspaper Notification

Planning Commission Hearing #1:

The notice for Planning Commission Hearing #1 was published in The Dalles Chronicle on September 15, 2017, more than 15 days prior to the October 19, 2017 hearing date.

Board of County Commissioners Hearing #1:

The notice for Board of County Commission Hearing #1 was published in The Dalles Chronicle on November 21, 2017, more than 10 days prior to the December 6, 2017 hearing date.

B. Information Available on Website

The information regarding the proposed amendments was placed on the Wasco County Planning & Development Department Website (<http://co.wasco.or.us/departments/planning/index.php>) on October 12, 2017. If updates are made following each hearing, the webpage will be updated to reflect such changes. At the time of this document, the following information was available:

- A listing of the hearing dates, times and locations.
- The drafts of the proposed amendments
- Staff report describing the process and changes
- A way to submit comments via email

IV. FINDINGS

A. WC NSA LUDO CRITERIA

1. Chapter 9 – Zone Change, Ordinance Amendment and Revision of Urban Area Boundaries

SECTION 9.050 Conditions Relative to the Approval of a Zone Change

FINDING: The request is not for a zone change therefore this section does not apply. It is included in this report due to requirements in Section 9.060.

SECTION 9.060 Amendments to the Zoning Ordinance

Amendments to this Ordinance may be initiated as follows:

*(***)*

D. By request of the Director of Planning or the District Attorney to conform the Ordinance to changes in the State Law;

E. Any Ordinance amendment that will require an amendment to the Management Plan shall first be reviewed by the Gorge Commission and concurred upon by the Secretary of Agriculture pursuant to those procedures set out in Section 9.100, Amendment to the Management Plan. Upon amendment of the Management Plan, the application shall be reviewed by the County, pursuant to those procedures set out in Sections 9.050, 9.060, 9.070, 9.080 and 9.090 of this ordinance.

FINDING: The Director of Planning for Wasco County is requesting that these changes be made to the WC NSA LUDO to conform to the Oregon Court of Appeals decision in *Friends of the Columbia Gorge v. Columbia River Gorge Commission*, issued in 2012. These ordinance revisions required an amendment of the Management Plan. These changes were adopted on February 9, 2016 by the Gorge Commission, and thence adopted by the U.S. Secretary of Agriculture designee on August 4, 2016.

On September 6, 2017 the Wasco County Board of County Commissioners (BOCC) unanimously approved staff's request to initiate the amending of the WC NSA LUDO. On September 7, 2017, Staff conveyed that information to the Gorge Commission with a letter indicating the County's intent to be consistent with the transmitted revisions and to adopt them within 270 days.

Requirements in Section 9.050 are addressed above; Sections 9.070, 9.080, and 9.090 are addressed below. Staff finds that this request complies with Section 9.060.D. and E.

*(***)*

SECTION 9.070 Recommendation on Zone Change or Amendment to the Land Use and Development Ordinance

After the hearing, the Approving Authority shall recommend that the proposed zone change or amendment to the Zoning Ordinance be granted or denied. The Planning Director or his/her assistants shall reduce to writing the Planning Commission's recommendations together with a brief statement of the facts and reasons upon which such recommendation is based.

FINDING: This criterion in Section 9.070 was met.

- The Planning Commission conducted a legally notified hearing on October 19, 2017 at 5:30 pm at the Columbia Gorge Community College, Lecture Hall, Building 2, Room 2.384, 400 E Scenic Drive, The Dalles, Oregon. Staff will present their report and those in the audience will have the opportunity to provide testimony.

- Following this, or any further hearings if necessary, criterion c. will be adhered to in two ways. The first will be in the form of a notice of the Planning Commission recommendation to all persons who provided written comments or testified at either hearing and all affected agencies. This notice will include a very brief statement indicating the recommendation.
- Should anyone wish to find a more detailed statement of facts this report will be available on the Wasco County website before and after each hearing and upon request at the Wasco County Planning Department. This report will transform throughout the process according to the following:
 - At the Planning Commission hearing(s) the first draft of this report which includes all of the facts and reasons to support the decision is the Staff Report.
 - At the Board of County Commissioner's hearing the Staff Report becomes the Planning Commission Report and includes any additional facts and reasons to the support the decision made by the Planning Commission.
 - A final version which is the Board of County Commissioner's Report includes any additional facts and reasons to support the decision made by the Board of County Commissioner's.

SECTION 9.080 Notice of Planning Commission Recommendation

Within ten (10) days of the Planning Commission hearing, the Director of Planning or his/ her assistants shall give notice thereof to any persons who signed in and testified at the hearing and to such other persons as may have requested the same in writing.

FINDING: This Criterion in Section 9.080 was met.

- No persons or agencies, or their representatives, submitted written testimony or provided oral testimony at the Planning Commission hearing or requested to receive notification of the action of the Planning Commission. A notice of the vote of the Planning Commission was signed by the Planning Director on behalf of the Chair of the Planning Commission on November 20, 2017.

SECTION 9.090 Action by County Governing Body

Upon receipt of the Commission report, the County Governing Body shall take such action as may appear appropriate to that body, or as it feels the public interest requires, provided that in no event shall the County Court act until at least twenty (20) days after the Notice of Planning Commission Recommendation has been mailed.

FINDING: This Criterion in Section 9.090 was met.

- A hearing on this matter with the Wasco County Board of County Commissioners is scheduled for December 6, 2017. The Planning Commission met on this matter on October 19, 2017, more than 20 days prior to the scheduled Board of County Commissioners meeting on this report. No persons or agencies, or their representatives submitted testimony at this hearing, nor requested to be notified in writing regarding this decision, and no mailing of the Notice of Planning Commission

Recommendation was required per Section 9.080. Notice of Planning Commission Recommendation was signed on November 20, 2017.

SECTION 9.100 Action by the Gorge Commission

The Columbia River Gorge Scenic Area Act governs the process for counties to adopt land use ordinances consistent with the management plan. The following is a summary of 16 U.S.C. § 544e (7)(b):

All ordinance amendments shall require review by the Gorge Commission, and approval, before the ordinance amendments can be implemented.

Upon receipt of the final order of the Ordinance amendment by the County Court, the Gorge Commission shall schedule a hearing on the matter and take such action as may appear appropriate to that body.

Within ninety (90) days after receipt of the final order by the County Court of the ordinance amendments, the Gorge Commission, by majority vote including at least three members from each State, shall approve the ordinance amendments, unless the Gorge Commission determines the ordinance amendments are inconsistent with the Management Plan for the Columbia River Gorge National Scenic Area.

Should the Gorge Commission fail to act within ninety (90) days, the ordinance amendments shall be deemed to be approved.

The commission shall submit amendments to the Special Management Area ordinance to the Secretary of Agriculture. If the Secretary fails to act within ninety (90) days the Secretary shall be deemed to have concurred on the Special Management Area ordinance amendments.

FINDING: This criterion in Section 9.100 will be met.

- After the Wasco County Board of County Commissioners meets on this matter on December 6, 2017, and upon receipt of the final order of the Ordinance amendment by the Board, the Gorge Commission shall schedule a hearing on the matter and take such action as may appear appropriate to that body.

Attachment C

Proposed Ordinance Text Amendments

DETAILED TABLE OF CONTENTS

CHAPTER 1 INTRODUCTORY PROVISIONS

<u>SECTION</u>		<u>PAGE</u>
1.010	AUTHORITY	1-1
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CHAPTER 1 INTRODUCTORY PROVISIONS

SECTION 1.010 Authority

This Ordinance is enacted pursuant to the provisions of Oregon Revised Statutes Chapters 92, 197, 203, and 215, and Public Law 99-663, Section 7.

SECTION 1.020 Title

This Ordinance shall be known as the National Scenic Area Land Use and Development Ordinance for Wasco County.

SECTION 1.030 Purpose

The purposes of this Ordinance are: To promote public health, safety, convenience, and general welfare; to reduce congestion upon the streets and highways; to prevent excessive population density and the overcrowding of land; to provide for adequate air and light; to conserve natural resources and encourage the orderly growth of the County; to promote safety from fire and natural disaster; to assist in rendering adequate police and fire protection; to facilitate adequate and economic provision for public improvements, for recreation areas, and for public utilities and services; to conserve, stabilize, and protect property values; and to encourage the most appropriate use of land, all in accordance with the Comprehensive Plan for Wasco County and the Management Plan for the Columbia River Gorge National Scenic Area.

SECTION 1.040 Severability

The provisions of this Ordinance are severable. If any section, sentence, clause, or phrase of this Ordinance is adjudged to be invalid by a court of competent jurisdiction, that decision shall not affect the validity of the remaining portion of this Ordinance. The Director, the Director's designee or other Approving Authority shall not approve a development or use of land that has been previously divided or otherwise developed in violation of this Ordinance, regardless of whether the applicant or created the violation, unless the violation can be rectified as part of the development proposal.

SECTION 1.050 Repeal

The following ordinances, together with all amendments thereto are hereby repealed:

"Wasco County Zoning Ordinance", adopted February 3, 1982.

"Wasco County Subdivision and Land Development Ordinance", adopted February 3, 1982.

"Wasco County Mobile Home and Recreational Vehicle Park Ordinance".

"Wasco County Land Use and Development Ordinance adopted June 1985, amended July 19, 1989" only for that portion of Wasco County within the Columbia River Gorge National Scenic Area as depicted on the map entitled "Boundary Map, Columbia River Gorge National Scenic Area", numbered NSA-001, sheet 1 and 2, and dated September 1986.

"Wasco County National Scenic Area Land Use and Development Ordinance", adopted May 1994, Revised July 1994.

SECTION 1.060 Effective Date

This Ordinance shall become effective when the final draft, approved by the Gorge Commission and the Secretary of Agriculture, is reviewed and approved by the Wasco County Court and filed with the Wasco County Clerk. Amendments hereto, unless otherwise specified, shall become effective when filed with the County Clerk.

SECTION 1.070 Interpretation and Scope

Interpretation: The provisions of this Ordinance shall be liberally construed to effect the purpose. These provisions are declared to be the minimum requirements to fulfill objectives. When conditions herein imposed are less restrictive than comparative provisions imposed by any other provision of this Ordinance by resolution of State Law or State Administration regulations, or Management Plan Guidelines, then the more restrictive shall govern.

Scope: This Ordinance is enacted to regulate and restrict the location and use of buildings, structures, and land for residence, trade, industry, and other land use activities; to regulate and limit the height, number of stories, and size of buildings and other structures hereafter erected or altered; to regulate and limit the density of population and to divide Wasco County into districts or zones of such number, shape and area as may be deemed best to carry out these regulations and to provide for the enforcement of these regulations.

SECTION 1.080 Compliance Required

No structure or premises in the Columbia River Gorge National Scenic Area portion of Wasco County shall hereafter be used or occupied and no part or structure or part thereof shall be erected, moved, reconstructed, extended, enlarged, or altered contrary to the provisions of this Ordinance.

- A.** This Ordinance shall protect treaty and other rights of Indian tribes. Nothing in this Ordinance may interfere with the exercise of those rights.
- B.** Lands held in trust by the Secretary of the Interior for Indian tribes or for individual members of Indian tribes, and lands acquired by the U.S. Army Corps of Engineers and administered by the Secretary of the Interior for the benefit of Indian tribes or of individual members of Indian tribes, shall be exempt from regulation under the Management Plan or this Ordinance. This exemption shall extend to lands selected by the U.S. Army Corps of Engineers as "in lieu" fishing sites pursuant to Public Law 11-581 before or after the effective date of the Management Plan. For those "in lieu" sites chosen after the effective date of the Management Plan, the exemption shall commence upon selection by the U.S. Army Corps of Engineers.
- C.** Rights to surface or ground water shall be exempt from regulation under the Management Plan or this Ordinance.
- D.** Water transportation activities, including those facilities necessary for navigation, on the Columbia River or its tributaries shall be exempt from regulation under the Management Plan or this Ordinance.
- E.** The operation, maintenance, and modification of existing transmission facilities of the Bonneville Power Administration shall be exempt from regulation under the Management Plan or this Ordinance.
- F.** Neither the Management Plan nor this Ordinance may affect laws, rules or regulations pertaining to hunting or fishing.
- G.** This Ordinance shall not establish any buffer zone or protective perimeters outside the boundaries of the Scenic Area.
- H.** The operation, maintenance, and improvement of navigation facilities at Bonneville Dam pursuant to federal law, except for the off-site disposal of excavation material, shall be exempt from regulation under the Management Plan or this Ordinance.
- I.** In the GMA, the rights and responsibilities of non-federal timber landowners under the Forest Practices Acts of Oregon, shall be exempt from regulation under the Management Plan or this Ordinance.

SECTION 1.090 Special Rule (SMA Only)

Parcels in the SMA with a GMA designation result from the Section 8(o) process whereby the Forest Service designated properties as either GMA Forest Land or GMA Agriculture Land guidelines or designation.

SECTION 1.100 Editorial Revision

Editorial revision will be in compliance with the following procedures. The District Attorney may at any time direct such changes regarding currently maintained copies of this Ordinance and amendments as the Legislative Council is authorized to perform regarding acts of the Legislature, pursuant to Oregon Revised Statute 173.160, provided that such editorial revisions be directed by written memorandum filed with the County Clerk and with the Planning Department, but subject to disapproval by the Planning Commission at next regular meeting thereafter. Editorial revisions shall become effective, unless disapproved by the Planning Commission, on the first regular meeting of the Planning Commission after the directing memorandum is filed with the County Clerk. All such revisions must be submitted to the Gorge Commission and Forest Service for approval prior to becoming effective.

SECTION 1.200 Definitions

For the purpose of this Ordinance, certain words and terms are defined as follows: Words used in the present tense include the future; words in the singular number include the plural, and words in the plural include the singular.

Abandoned WECS - A WECS that does not generate energy during a period of twelve (12) consecutive months for reasons other than lack of wind, lack of demand for the electricity produced, repair, or modernization.

Accepted Agricultural Practice - A mode of operation that is common to farms or ranches of similar nature, necessary for the operation of such farms or ranches to obtain a profit in money and customarily utilized in conjunction with agricultural use.

Access - A way or means of approach to provide pedestrian, bicycle, and/or motor vehicular entrances or exits to a property. Includes driveways and private accesses.

Access easement - An easement recorded for the purpose of providing vehicle, bicycle, and/or pedestrian access from a public or private road to a parcel across intervening property under separate ownership from the parcel being provided access. See Private Easement Road.

Accessory structure/building - A structure or detached building whose use is incidental and subordinate to that of the main use of the property, and that is located on the same parcel as the main building or use. The term "detached" means that the main building and accessory building do not share a common wall. An accessory building connected to the main building by a breezeway is a detached building.

Accessory Use - A use customarily incidental and subordinate to the primary use and located on the same legal parcel.

Active Wildlife Site - A wildlife site that has been used within the past 5 years by a sensitive wildlife species.

Addition - An extension or increase in the area or height of an existing building.

Adversely affect or Adversely affecting – A reasonable likelihood of more than moderate adverse consequences ~~of~~ to the scenic, cultural, recreation or natural resources of the scenic area, the determination of which is based on-

- (1) The context of a proposed action;
- (2) The intensity of a proposed action, including the magnitude and duration of an impact and the likelihood of its occurrence;

Comment [WS1]: PC edit

- (3) The relationship between a proposed action and other similar actions which are individually insignificant but which may have cumulatively significant impacts;
- (4) And proved mitigation measures which the proponent of an action will implement as part of the proposal to reduce otherwise significant effects to an insignificant level.

Agency Official - The federal, state, or local agency head or designee who has authority over a proposed project.

Agricultural Land - Means lands classified by the US Natural Resource Conservation Service as predominantly Class I-VI in Eastern Oregon; land in other soil classes that is suitable for farm use as defined in ORS 215.203 taking into consideration soil fertility; suitability for grazing; climatic conditions; existing and future availability of water for farm irrigation purposes; existing land use patterns; technological and energy inputs required; and accepted farming practices; land that is necessary to permit farm practices to be undertaken on adjacent or nearby agricultural lands; and land in capability classes other than I - VI that is adjacent to or intermingled with lands in capability classes I - VI within a farm unit shall be inventoried as agricultural lands even though this land may not be cropped or grazed. Agricultural land does not include land within acknowledged urban growth boundaries or land within acknowledged exception areas for Goal 3 or 4.

Agricultural Purposes - The predominant and gainful use of land for the following purposes: the growing of hay, grain, seed, row crops, horticultural crops, livestock, poultry and produce.

Agricultural specialist (SMA) - A person such as a county extension agent with a demonstrated knowledge of farming operations, and a demonstrated ability to interpret and recommend methods to implement regulations pertaining to agriculture. Such abilities are usually obtained through a combination of higher education and experience.

Agricultural structure/building - A structure or building located on a farm or ranch and used in the operation for the storage, repair and maintenance of farm equipment, and supplies or for the raising and/or storage of crops and livestock. These include, but are not limited to: Barns, silos, workshops, equipment sheds, greenhouses, wind machines (orchards), processing facilities, storage bins and structures.

Agricultural Use - The current employment of land for the primary purpose of obtaining a profit in money by raising, harvesting and selling of crops or by the feeding, breeding, management and sale of, or production of, livestock, poultry, fur-bearing animals or honeybees or for dairying and the sale of dairy products or any other agricultural or horticultural use, or animal husbandry or any combination thereof, including Christmas

Comment [WC2]: Revisions adopted into the Management Plan in response to the Oregon Court of Appeals' decision in *Friends of the Columbia Gorge v Columbia River Gorge Commission*. Added into the NSA LUDO as required to match with the MP.

trees, as defined by Oregon Revised Statute 215.203(3). Current employment of land for agricultural use includes:

- a. The operation or use of farmland subject to any agriculture-related government program;
- b. Land lying fallow for 1 year as a normal and regular requirement of good agricultural husbandry;
- c. Land planted in orchards or other perennial prior to maturity; and
- d. Land under buildings supporting accepted agricultural practices. Current employment does not include livestock feed lots.

Agricultural use does not include livestock feedlots.

Air – The mixture of gases comprising the Earth’s atmosphere.

Comment [WC3]: Added to align with MP.

All Weather Road - A road that has, depending upon design criteria, a six [to eight] or more inches of gravel base, smooth surface, that a two wheel drive vehicle can use all year round. Confirmation of "all weather" to be made by the Wasco County Public Works Department.

Alley - A secondary means of access to abutting property, if dedicated as a public way.

Altered - A change, addition, or modification in structure; where the term "altered" is used in connection with a change of occupancy, it is intended to apply to changes of occupancy from one trade or use to another, or from one division or use to another.

Anadromous fish - Species of fish that migrate upstream to freshwater after spending part of their life in the ocean (saltwater).

Anaerobic - A condition in which molecular oxygen is absent (or effectively so) from the environment.

Apartment - A building or portion thereof designed for residential use and containing three or more dwelling units.

Apartment House - Three or more household units with walls or ceilings common to another unit.

Approach Road – That portion of any access, driveway or other facility that immediately abuts upon a public or county road and provides ingress to or egress from said public or county road.

Approving Authority - The County Governing Body or the body designated by the County Governing Body to administer all or part of this ordinance.

Arterial Road or Street - A road or street used primarily. to carry high levels of regional vehicular traffic at high speeds; connects the collector road system to freeways; provides connection to other cities and communities; serves major traffic movements; access control may be provided through medians and/or channelization. The typical average daily traffic exceeds 2,000.

Aquaculture - The cultivation, maintenance and harvesting of aquatic species.

Aquatic area - The water area of a stream, pond, or lake measured at the ordinary high water mark.

Archaeological resources - See cultural resource.

Archival research - Research in primary documents that is likely to yield information regarding human occupation of the area in question, including but not limited to deed, census, cartographic, and judicial records.

Automobile and Trailer Sales Area - An open area, other than a street, used for the display, sale, or rental of new or used motor vehicles or trailers and where no repair work is done except minor incidental repair of motor vehicles or trailers to be displayed, sold or rented on the premises.

Automobile Repair Garage - A building or portion thereof used for the care and repair of motor vehicles or where such vehicles are parked or stored for compensation, hire or sale.

Automobile Service Station - Any premises used for supplying gasoline, oil, minor accessories, and services, excluding body and fender repair for automobiles at retail direct to the customer.

Automobile Wrecking Yard - Any property where more than two vehicles, including Recreational Vehicles not licensed or operable, or parts thereof, are: wrecked, dismantled, disassembled, or substantially altered and are stored in the open and are not being restored to operation; or any land, building, or structure used for wrecking or storing of such motor vehicles or parts thereof for a period exceeding three (3) months in any non-consecutive 12 month period.

Awning - An awning is defined as any accessory shade structure supported by posts or columns and partially supported by a mobile home.

Basement - A portion of a building, partly underground, which is less than one-half of its height measured from finished floor to finished ceiling above the average grade of the adjoining ground, and not deemed a story unless the ceiling is six (6) feet or more above the ground.

Batch Plant, Concrete or Asphalt - Means the storage, preparation, and manufacturing of concrete or asphalt including customary equipment and accessory buildings. Also called Redi-Mix plant.

Bed and Breakfast Inn - A single-family dwelling where lodging and a morning meal for guests only are offered for compensation, having no more than five (5) sleeping rooms for this purpose. Rooms shall be rented on a daily basis. An establishment where more than one (1) meal per day is offered shall not be deemed a bed and breakfast inn. An establishment with more than five (5) sleeping rooms shall be deemed a hotel. Bed and breakfast inns are clearly incidental to the use of a structure as a single-family dwelling and are owner occupied and operated. Bed and breakfast inns operate as transient accommodations, not as rooming or boarding houses.

Best management practices - Conservation techniques and management measures that:

- a. control soil loss and reduce water quality degradation caused by nutrients, animal waste, toxins, and sediment; and
- b. minimize adverse affects to groundwater and surface-water flow and circulation patterns; and
- c. maintain the chemical, biological, and physical characteristics of wetlands, ponds, streams, and riparian areas.

Bikeway - Any road, path, or way that is in some manner specifically open to bicycle travel, regardless of whether such facilities are designated for the exclusive use of bicycles or are shared with other transportation modes.

Bike Lane - A defined portion of the roadway which has been designated by striping, signing and pavement markings for the preferential or exclusive use of bicyclists.

Bio-diversity (SMA) - A diversity of biological organisms at the genetic, species, ecosystem, and landscape levels.

Blade - An element of a WECS rotor which forms an aerodynamic surface or surfaces to convert movement of air into mechanical energy or torque.

Block - An area of land within a subdivision which area may be entirely bounded by

streets, highways or ways (except alleys), and the exterior boundary or boundaries of the subdivision.

Boarding House - A building or premise where meals and lodging are offered for compensation for three (3) or more persons but not more than nine (9) persons; and having no more than five (5) sleeping rooms for this purpose. An establishment where meals are served for compensation for more than nine (9) persons shall be deemed a restaurant. An establishment with more than five (5) sleeping rooms shall be deemed a hotel.

Boat Landing - Cleared area or developed structure used to facilitate launching or retrieving watercraft.

Buffer Zone - An area adjacent to a wetland, stream, pond, or other sensitive area that is established and managed to protect sensitive natural resources from human disturbance. In instances that involve a wetland, stream, or pond, the buffer zone includes all or a portion of the riparian area.

Building - Any structure used or intended for supporting or sheltering any use or occupancy. Buildings have a roof supported by columns or walls. They include, but are not limited to, dwellings, garages, barns, sheds and shop buildings.

Building Line - A line on a plat indicating the limit beyond which buildings or structures may not be erected.

Business - Employment of one or more persons for the purpose of earning a livelihood or a profit in money.

Cabana - A room enclosure erected or constructed adjacent to a mobile home for use as an addition to a mobile home.

Camp, Campground, Tourist, or Trailer Park - Any area or tract of land used or designed to accommodate two or more camping outfits, including cabins.

Campsite - Single camping unit, usually consisting of a cleared, level area for a tent, and may include a parking spur, fire ring, table and other amenities.

Canopy closure (SMA) - For forest practices, the percentage measuring the degree to which one layer of a tree canopy blocks sunlight or obscures the sky as measured from below.

Capability - The ability of land to produce forest or agricultural products due to characteristics of the land itself, such as soil, slope, exposure or other natural factors.

Carport - A covered shelter for an automobile open on two or more sides. A carport may be freestanding or partially supported by a dwelling unit or mobile home.

Cascadian Architecture - Architectural style using native rock work, large timber and steeply pitched roofs in a rustic manner.

Catastrophic Situations (SMA) - Forces such as fire, insect and disease infestations and earth movements.

Cellar - A story having more than one-half of its height below the average level of the adjoining ground and which has less than six (6) feet of its height above the average level of the adjoining ground.

Cemetery - Land dedicated for burial purposes, including mortuary, crematory, mausoleum, and columbarium, when operated within the boundary of the cemetery.

Child Care Center - A facility providing day care to three or more children, but not including:

- a. The provision of care that is primarily educational unless provided to a preschool child for more than 4 hours a day;
- b. The provision of care that is primarily supervised training in a specific subject, including but not limited to dancing, gymnastics, drama, music or religion;
- c. Provision of short term care associated with group or social activities.
- d. The provision of day care in the provider's home in the family living quarters for less than 13 children.

Church - A building, together with its accessory buildings and uses, where persons regularly assemble for public worship, and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain public worship.

Class I Stream - Waters which are valuable for domestic use, are important for angling or other recreation, and/or used by significant numbers of fish for spawning, rearing, or migration routes as designated by the Oregon Department of Forestry. Stream flows may be perennial or intermittent.

Class II Stream - Any headwater streams or minor drainages that generally have limited or no direct value for angling or other recreation as designated by the Oregon Department of Forestry. They are used by only a few, if any, fish for spawning or rearing. Their principal value is their influence on water quality or quantity downstream in Class I waters.

Stream flow may be perennial or intermittent.

Clinic - Single or multiple offices for physicians, surgeons, dentists, chiropractors, osteopaths, and other members of the healing arts, including a pharmacy in any such building.

Club or Lodge - A building and facilities owned and operated for a social or recreational purpose, to which membership is required for participation, but is not operated primarily for profit or to render a service which is customarily carried on as a business. A club does not include a public rehabilitation facility of any kind.

Collector Road or Street (Major) - A road used primarily to serve traffic between neighborhoods and community facilities; principal carrier between arterials and local roads; provides some degree of access to adjacent properties, while maintaining circulation and mobility for all users; carries lower traffic volumes at slower speeds than arterials; typically has two or three lanes; bicycle facilities may be exclusive or shared roadways depending on traffic volumes, speeds, and extent of bicycle travel. The typical average daily traffic ranges from 500 to 2,000.

Collector Road or Street (Minor) - A road used primarily to connect rural residential areas with arterials and major collector roads; has slower speeds to enhance safety; bicycle facilities may be exclusive or shared roadways depending on traffic volumes, speeds, and extent of bicycle travel. The typical average daily traffic ranges from 250 to 400.

Columbia River Gorge National Scenic Area Graphic Signing System - Sign design standards developed for the Scenic Area for public signs in and adjacent to public road rights-of-way.

Commercial Development/Use - Any facility or use of land or water whose function is primarily retail buying or selling of goods or services or both. This does not include fruit or produce stands.

Commercial Forest Products - These include timber for lumber, pulp, and fire wood for commercial purposes.

Commercial Recreation - Any private (non-governmental) recreational activity or facility on privately owned land, excluding non-profit facilities. This does not include operation of a public recreation facility by a private vendor.

Commercial Utility Facility - Any energy facility or commercial energy facility.

Common Area - Any area or space designed for joint use of tenants.

Communication Facility - A facility constructed for the purpose of transmitting telegraph, telephone, microwave, television, radio, and other similar signals.

Community Center or Hall - A building and facilities owned and operated by a governmental agency or non-profit community organization whose membership is open to any resident of the community in which the center or hall is located.

Community Facility - Basic utilities and services necessary to support public service needs, including, but not limited to water and power utilities, sanitation facilities, public micro-wave stations and communications facilities, schools, roads and highways. This does not include sanitary landfills.

Community Management - The person who owns or has charge, care or control of the mobile home development.

Community Sanitary-Sewer System - A public or private system of underground pipes of sufficient capacity to carry domestic sewage from an area to connected treatment and disposal facilities, as approved by the Oregon Department of Environmental Quality.

Community Water-Supply System - A public or private system of underground distribution pipes providing a continuous supply of potable water from a center source in quantities sufficient to meet domestic and fire protection needs for three (3) or more dwellings, as approved by the State of Oregon Department of Human Resources, Health Division.

Comprehensive Plan - The generalized, coordinated land use map and policy statement of the governing body of Wasco County that interrelates all functional and natural systems and activities relative to the use of lands including, but not limited to sewer and water systems, transportation systems, educational systems, recreational facilities, and natural resources and air and water quality management programs.

Condominium - Property, any part of which is residential in nature, submitted and approved in accordance with the provisions of ORS 100.005 to 100.910.

Conduit - Any tunnel, canal, pipeline, aqueduct, flume, ditch or similar man-made water conveyance.

Consultant Engineer - A professional engineer, registered in the State of Oregon, who is retained by and responsible to an applicant for the design and construction of subdivisions and required public or private improvements. Although a Civil Engineer is preferable, any engineer who is qualified to perform the work involved, and so certified, may be a consultant engineer.

Consulting Parties (cultural resources) - Organizations or individuals who submit

substantive written comments to a local government in a timely manner because they are concerned with the effects of a proposed use on cultural resources.

Contiguous Land - Parcels or other lands that are under the same ownership and have a common boundary, regardless of whether or not portions of the parcels have separate tax lot numbers, lie in different counties, lie in different sections or government lots, lie in different land use or zoning designations or are separated by public or private roads. Contiguous land does not include parcels which meet only at a single point.

Corner Lot - A lot at least two adjacent sides of which abut streets other than alleys, provided the angle of intersection of the adjacent street does not exceed 135 degrees.

Corridor - The length and width of a right-of-way or tenancy containing or intended for a transmission facility and other uses in, or intended for, the same right-of-way.

County - The County of Wasco, Oregon.

County Governing Body - The County Governing Body of Wasco County, Oregon.

County Road - A public road which has been designated as a county road and formally accepted for maintenance by the Wasco County Governing Body. A county road shall not act as a dividing feature of a lot-of-record.

County Road District – For purposes of improving county roads or public roads within the boundaries of a city or drainage district, county road districts may be formed from contiguous territory within the county. All road improvements are initiated through a petition process approved by the County Governing Body. To fund the road improvements, county road districts may assess, levy and collect taxes on all taxable property within the district. See ORS 371.055.

Court - An open, unoccupied space, other than a yard, on the same lot with a building and bounded on two sides by such building.

Court Apartment - One to four multiple dwellings arranged around two or three sides of a court which opens into a street.

Cross Access - A service drive providing vehicular access between two or more separate sites, so that the driver need not enter the public street system between sites.

Created Opening - A created forest opening with less than 40 percent average canopy closure of overstory trees and less than 60 percent average canopy closure of understory trees averaging less than 5 inches diameter at breast height for coniferous forests and less than 25 percent total canopy cover for oak woodlands. This definition does not include agricultural fields.

Creation (wetlands) - A human activity that converts an upland into a wetland. This definition presumes that the area to be converted has not been a wetland in recent times (100 to 200 years).

Cul-De-Sac - A street with only one outlet having sufficient space at the closed end to provide a vehicular turning area.

Cultivation - Any activity that prepares land for raising crops by turning, breaking, or loosening the soil. Cultivation includes plowing, harrowing, leveling, and tilling.

Cultural Resource - Evidence of human occupation or activity that is important in the history, architecture, archaeology or culture of a community or region. Cultural resources include, but are not limited to, the following:

--**Archaeological resources.** Physical evidence or ruins of human occupation or activity located on or below the surface of the ground that are at least 50 years old. Archaeological resources include, but are not limited to, the remains of houses, villages, camp and fishing sites and cave shelters; rock art such as petroglyphs and pictographs; artifacts such as arrowheads, utensils, tools, fragments of tools and utensils, obsidian flakes or other material by-products from tool and utensil making activities; and graves, human remains and associated artifacts.

--**Historic buildings and structures.** Standing or above-ground buildings and structures that are at least 50 years old. Historic buildings and structures include, but are not limited to, log cabins, barns, canals, flumes, pipelines, highways and tunnels.

--**Traditional cultural properties.** Locations, buildings, structures, and objects that are associated with cultural beliefs, customs or practices of a living community that are rooted in that community's history and are important in maintaining the continuing cultural identity of the community.

Traditional cultural properties include, but are not limited to, a location associated with the traditional beliefs of a Native American group about its origins or its cultural history; a location where a community has traditionally carried out artistic or other cultural practices important in maintaining its historical identity; and a location where Native American religious practitioners have historically gone, and go today, to perform ceremonial activities. Objects may include petroglyphs, pictographs, rock cairns or other rock structures, trees and rock outcrops.

Cumulative Effects - The combined effects of two or more activities. The effects may be related to the number of individual activities, or to the number of repeated activities on the same piece of ground. Cumulative effects can result from individually minor but collectively significant actions taking place over a period of time.

Curb Line - The line dividing the roadway from the planting strip or footway.

Cut - an area where soil or earth are excavated or removed in conjunction with development activities.

Dam - Any man-made structure that impounds water.

Day Nursery - Any institution, establishment or place, other than a group day care home, in which are commonly received at one time, three or more children not of common parentage, under the age of six years, for a period or periods not exceeding twelve hours, for the purpose of being given board, care or training apart from their parents or guardians for compensation or reward.

Dedicated Site - Area actively devoted to the current use and as delineated on the site plan.

Deer and Elk Winter Range - Areas normally used, or capable of being used, by deer and elk from December through April.

Design - The description, either written or graphic, of any street or alley alignments, grade or width, alignment of width of easements and rights-of-way for drainage or irrigation purposes and sanitary facilities, and lot area, width or layout.

Destruction of Wetlands - Loss of the wetlands or any of its component parts, including the filling, draining, or other adverse effect to the sustainable functioning of the wetland.

Developed Recreation - Recreational opportunities characterized by high-density use on specific sites and requiring facilities installation. Density of use, amount of site development, and type of recreation site can vary widely across the spectrum of recreation activities.

Developed road prism (SMA) - The area of the ground associated with a particular road and containing the road surface, ditch, shoulder, retaining walls, or other developed features. Does not include the natural appearing portions of cut and fill slopes.

Development - Any land division, structure, including but not limited to new construction of buildings and structures, and mining, dredging, filling, grading, paving, and excavation.

Developer - A subdivider, or if not creating a subdivision, a person who proposes to, or does develop the land, whether it be for public or private purposes.

Diameter at Breast Height (dbh) - Refers to the diameter of a tree as measured at breast height.

Diversion - Any structure that deflects a portion of the water from a stream channel.

Dock - A structure built over or floating upon the water and used as a landing place for boats and other marine transport, fishing, swimming, and other recreational uses.

Double Frontage Lot - A lot having frontage on two parallel or approximately parallel streets.

Drive-In - A business establishment so developed that its retail or service character is dependent on providing a driveway approach for parking space for motor vehicles so as to serve patrons while in the motor vehicle, or within a building on the same premises and devoted to the same purpose as the drive-in service.

The term drive-in shall include any business establishment dispensing food or drink on a self-service basis and for consumption outside the building.

Driveway - A private access providing ingress and egress to and from within a single property, or portion of a single property to a public road, private road or private easement road.

Driveway, Shared - When land uses on two or more lots or parcels share one driveway. A Private Easement Road must be created for any new shared driveway crossing another property.

Duplex - A building containing two dwelling units and designed for occupancy by two families.

Dwelling, Single Family - A detached building containing one dwelling unit and designed for occupancy by one family only.

Dwelling Unit - A single unit designed for occupancy by one family and having not more than one cooking area or kitchen.

Earth materials - Any rock, natural soil or any combination thereof. Earth materials do not include non-earth or processed materials, including, but not limited to, construction debris (e.g., concrete, asphalt, wood), organic waste (e.g., cull fruit, food waste) and industrial byproducts (e.g., slag, wood waste).

Easement - A grant of the right to use a strip of land for specific purposes. Includes but is not limited to access easements and utility easements.

Effect on Treaty Rights - To bring about a change in, to influence, to modify, or to have a consequence to Indian treaty or treaty related rights in the Treaties of 1855 with the Nez Perce, Umatilla, Warm Springs and Yakima tribes, executed between the individual Indian tribes and the Congress of the United States and as adjudicated by the Federal courts.

Emergency/disaster - A sudden unexpected occurrence, either the result of human or natural forces, necessitating immediate action to prevent or mitigate significant loss or damage to life, health, property, essential public services, or the environment.

Emergency/disaster response - Actions involving any development (such as new structures, grading, or excavation) or vegetation removal that must be taken immediately in response to an emergency/disaster event (as defined above). Emergency/disaster response actions not involving any structural development or ground-disturbance (such as use of emergency transport vehicles, communications activities or traffic control measures) are not included in this definition and are not affected by these provisions.

Endangered and Threatened Species - Those species of plants and animals listed or proposed for listing as of October 1, 1978, in 41 FED REG 24524. (June 16, 1976) and 50 CFR Part 17, and its amendments and species listed or proposed for listing by the State of Oregon.

Endemic - Plant and animal species that are found only in the vicinity of the Columbia River Gorge area.

The Management Plan for the Columbia River Gorge National Scenic Area lists Columbia Gorge and vicinity endemic plant species in Table 7.

Enhancement (natural resources) - A human activity that increases one or more functions of an existing wetland, stream, lake, riparian area, or other sensitive area. Enhancement is generally limited to a wetland, stream, lake, riparian area, or other sensitive area that is degraded. Enhancing an area that is in good or excellent condition may reduce biological diversity and eliminate other natural functions and may not be desirable.

Ephemeral streams (SMA) - streams that contain flowing water only during, and for a short duration after, precipitation events.

Ethnography - The descriptive and analytic study of the culture of particular groups. An ethnographer seeks to understand a group through interviews with its members and often through living in and observing it.

Existing Use or Structure - Any use or structure that was legally established. "Legally

established" means:

- a. the landowner or developer obtained applicable land use and building permits and complied with land use regulations and other laws that were in effect at the time the use or structure was established, or that were in effect at the time the landowner or developer corrected an improperly established use or structure; and
- b. the use or structure was initially operated or constructed according to those applicable permits, land use regulations and other laws, or has been operated or constructed according to permits obtained to correct an improperly established use or structure; and
- c. any changes to the original use or structure must comply with all applicable permit requirements, land use regulations and other laws that were in effect at the time the change was established.

Expando - Room or rooms that fold, collapse, or telescope into a mobile home.

Exploration, Development (extraction and excavation) and Production of Mineral Resources - Includes all or any part of the process of surface, underground or submerged mining of mineral resources. Minerals include soil, coal, clay, stone, sand, gravel, metallic ore, oil and gases and any other material or substance excavated for commercial, industrial or construction use. This definition includes all exploration and mining, regardless of area disturbed or volume mined. Production of mineral resources means the use of portable crushing, on-site stockpiling, washing, milling, screening, or sorting equipment or other similar methods of initial treatment of a mineral resource to transport to another site for use or further processing. Secondary processing such as concrete or asphalt batch plants are considered industrial uses.

Family -

- a. Any one of the following shall be considered a family when living together as a single housekeeping unit within a dwelling unit (excluding servants):
 1. An individual or two or more persons related by blood, marriage, legal adoption, foster care or guardianship; or,
 2. A group of not more than five (5) unrelated persons; or,
 3. Residential Home - A residence for (5) or fewer unrelated mentally or physically handicapped persons and staff persons who need not be related to each other or any other home resident. A residential home must be approved as an Adult Care Home by the Wasco County Planning Department.

- b. Each group described herein or portion thereof, shall be considered a separate family.

Family Hardship Dwelling - A mobile home or recreational vehicle used temporarily during a family hardship situation when an additional dwelling is allowed to house aged or infirm person or persons physically incapable of maintaining a complete separate residence apart from their family.

Farm Management Plan - Shall include information applicable to the specific farm use from the following list:

- proof that the parcel is enrolled in a farm deferral program with the Wasco County Assessor;
- written description of the current and/or proposed farm operation that identifies the number of acres of land in production, type and number of acres planted to a specific crop;
- the current and/or proposed number of animals grazing or being raised on the farm parcel;
- existing and/or proposed farm structures (including irrigation sprinklers) supporting the farm use and existing water rights.
- description of the existing and/or proposed number of employees, including owners, working the farm parcel, and their responsibilities and the hours per week they will be principally engaged in the farm use.
- a map that shows the location of all current and/or proposed farm activities including but not limited to registered fields, grazing areas, areas dedicated to farm structures, acres and location of water rights (Farm Services Agency map); and
- a schedule of all proposed agricultural uses which shall be initiated within one year and complete within five years

Feedlot - See Livestock Feedlot.

Fence, Protective - A fence at least six feet tall designed to restrict passage through the fence. A protective fence includes stockade, woven wood, chain link and others, but not split rail or primarily barbed wire.

Fence, Site-Obscuring - A fence consisting of wood, metal, or masonry, or an evergreen hedge or other evergreen planting, arranged in such a way as to obstruct vision.

Fill - The placement, deposition or stockpiling of sand, sediment or other earth materials to create new uplands or create an elevation above the existing surface.

Finished grade - The final elevation of the ground level of a property after construction is completed.

Fire Break - A break in ground cover fuels, adjacent to and surrounding buildings.

Floor Area - The sum of the horizontal areas of each floor of a building, measured from the interior faces of the exterior walls or from the centerline of the walls separating two buildings. The floor area measurement is exclusive of unfinished attics and basements, attached garages & carports, and covered or uncovered porches, decks, and breezeways

Flow - The volume of water passing through a hydroelectric facility during a given period. Flow is expressed in cubic feet per second.

Footprint - The area that falls directly beneath and shares the same perimeter as a structure.

Forbs - Broad-leaved herbs, in contrast to ferns, fern allies, and grasses and grasslike plants.

Foreground (SMA) - One-half mile either side of traveled road or trail.

Forest health (SMA) - A measure of the robustness of forest ecosystems. Forests are deemed healthy when they have capacity across the landscape for renewal, for the maintenance of wildlife habitats, for recovery from a wide range of disturbances, and for retention of their resilience.

Forest Practice (SMA) - Any activity conducted on or directly pertaining to forested land and relating to forest ecosystem management including but not limited to growing, thinning, or removing live or dead forest tree or shrub species, road and trail construction, reforestation, fertilizing, brush control, prevention of wildfire, and suppression of diseases and insects. The removal of hazardous trees is excluded. Uses that include establishment, management or harvest of Christmas trees, nursery stock, or fiber producing tree species requiring intensive cultivation (irrigation, fertilization, etc.) and a harvest rotation of 12 years or less are considered agricultural uses.

Forest Practice (GMA) - Those activities related to the growing and harvesting of forest tree species as defined by the Oregon Forest Practices Act.

Forest Products - Commodities produced from a forest, including, but not limited to, timber products, boughs, mushrooms, pine cones, and huckleberries.

Forest Service - U.S. Forest Service, National Scenic Area Office, located in Hood River, Oregon.

Forest stand structure (SMA) - The number, types and spacing of tree species, tree sizes, and canopy layers contained in a stand of trees.

Forest Use - The growing, propagation and harvesting of forest tree species and other forest products.

Foster Home - A home licensed by the State and providing shelter and food to not more than five (5) persons in addition to the primary owner or occupant of the home.

Frontage - All the property fronting on one (1) side of a street between intersecting or intercepting streets, or between a street and a right-of-way, waterway and/or dead-end street shall determine only the boundary of the frontage on the side of the street which it intercepts.

Fully Screened - A description of the relative visibility of a structure where that structure is not visible as viewed from a specified vantage point.

Future Street - A proposed right-of-way as may be designated by the Planning Commission, or such other agency or authority as provided for herein, which street is necessary for the future subdivision of property, shown on the subdivision plats and/or maps, but that the present dedication and construction of such street is not warranted.

Garage, Public - A structure in which are provided facilities for the repair of motor vehicles, including body and fender repair, painting, rebuilding, reconditioning, upholstering, or other vehicle maintenance repair, or where such vehicles are parked or stored.

GMA Only - This is a reference mechanism throughout this ordinance to signify that a use or criteria is only applicable in the General Management Area.

GMA & SMA - This is a reference mechanism throughout this ordinance to signify that a use or criteria is applicable in both the General Management Area and the Special Management Area.

Gorge Commission - The Columbia River Gorge Commission as established by Public Law 99-663, the Columbia River Gorge National Scenic Area Act.

Grade (Adjacent Ground Elevation) - The lowest point of elevation of the finished surface of the ground between the exterior wall of a building and a point five (5) feet distant from said wall, or the lowest point of elevation of the finished surface of the ground

between the exterior wall of a building and the property line if it is less than five (5) feet distant from said wall.

Grade (ground level) - The average elevation of the finished ground elevation as defined by the Uniform Building Code.

Grading - Any excavating or filling of earth materials or any combination thereof, including the land in its excavated or filled condition.

Gross Building Area - The total area taken on a horizontal plane at the mean grade level of the principal building, and all accessory buildings, exclusive of uncovered porches, terraces, steps, roof overhang and balconies.

Group Day Care Home - A facility located in a single-family dwelling that is certified by the Children's Services Division to care for six (6) to twelve (12) children under the age of thirteen (13) at one time. A group day care home must be within the home of the care provider, and is considered a residential use in residential and commercial zones.

Group Home - A licensed home maintained and supervised by adults for the purpose of providing care, food and lodging for retarded adults, elderly persons, or children under the age of eighteen (18) years, unattended by parent(s) or guardian(s) where the number of unrelated persons living together as one household commonly exceeds five.

Guest House - Living quarters within a separate structure, with no kitchen or laundry facilities, located on the same lot-of-record with a primary dwelling, and occupied solely by temporary guests. Such quarters shall not be rented or otherwise used as a separate dwelling unit. See Section 4.110 for "Guest House" development standards.

Guy Wire - A cable or wire used as a semi-flexible tension support between a guy anchor and a tower.

Half Street - One-half of the right-of-way of a public way equally divided by the property or border line, dedicated to the public together with the total width, here, of the public way by all owners, at the time of the recording of any plat including such half street or way.

Hazard tree (SMA) - A tree with a structural defect that will predictably result in whole or partial failure within 1.5 tree lengths of a road or maintained development. A defective tree is hazardous only when its failure could result in danger to people or damage to structures, vehicles, or other property.

Head - The vertical distance from the highest water level of a dam, diversion, or intake for a hydroelectric facility to the elevation where water from the facility is discharged. Head is expressed in feet.

Health Officer - The North Central Public Health District Health Unit Officer or Environmental Health Officer.

Height of Building - The greatest vertical distance between the point of lowest finished grade adjoining any exterior wall of a building and the highest point of the roof, such as the highest coping or parapet of a flat roof, the highest deck line of a mansard roof, or the highest ridge of a hip, gable, gambrel, shed or other pitched roof.

Herbaceous - A plant with no persistent woody stem above the ground, with characteristics of an herb.

Herbs - Nonwoody (herbaceous) plants, including grasses and grasslike plants, forbs, fern allies, and nonwoody vines. (Note: Seedlings of woody plants that are less than 3 feet tall shall be considered part of the herbaceous layer.)

High Water Line or Mark - The highest water level a stream or lake reaches during normal seasonal run-off.

Historic Buildings and Structures - See cultural resource.

Historic Survey - Actions that document the form, style, integrity, and physical condition of historic buildings and structures. Historic surveys may include archival research, architectural drawings, and photographs.

Holdings - All contiguous lands in a single ownership.

Home Occupation - Any lawful activity carried on within a dwelling or other building normally associated with uses permitted in the zone and which said activity is secondary to the primary use of the property for residential purposes.

Horizontal Axis WECS - A WECS on which the rotor axis substantially is parallel to the ground.

Horse, Boarding of (GMA) - The stabling, feeding and grooming , or the use of stalls for the care of horses not belonging to the owner of the property, and related facilities, such as training areas, corrals and exercise tracks. These facilities are either operated for a fee or by a nonprofit organization.

The boarding of horses does not include the following:

- a. The mere pasturage of horses or the boarding of horses not owned by the property owner for the purpose of breeding with the owner's stock;
- b. The boarding of horses for friends or guests where no charge is made; and

- c. Equestrian activities when the raising, feeding, training or grooming of horses is a farm use by the property owner of the land qualifying for farm assessment under regulations of the State Department of Revenue.

Horticulture - The cultivation of plants, garden crops, trees and/or nursery stock.

Hospital, General - An institution providing health services, primarily for in-patients, and medical, psychiatric or surgical diagnosis and care of the sick or injured, including as an integral part of the institution such related facilities as laboratories, out-patient facilities, central service facilities, retail facilities, for the needs of patients, staff and doctors' offices, and residential facilities for staff and patients.

Hospital, Mental - A hospital used exclusively for the treatment of persons suffering from nervous or mental disorders.

Hotel - A building or portion thereof of more than five (5) sleeping rooms designed or used for occupancy of individuals who are lodged with or without meals, and in which no provision is made for cooking in any individual room or suite.

Hydric Soil - A soil that is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions in the upper part.

Immediate Family Member - Family member of the first degree of kinship or equivalent thereof.

In-lieu Sites - sites acquired by the Army Corps of Engineers and transferred to the Bureau of Indian Affairs for treaty fishing, in lieu of those usual and accustomed fishing areas lost by inundation from reservoir construction. These sites were acquired under the provisions of Public Law 14 and Public Law 100-581, Section 401. Additional in-lieu sites will be provided for.

Indian Tribal Government - The governing bodies of the Nez Perce Tribes (Nez Perce Tribal Executive Committee), the Confederated Tribes of the Umatilla Indian Reservation (Board of Trustee), the Confederated Tribes of the Warm Springs Reservation of Oregon (Tribal Council), and the Confederated Tribes and Bands of the Yakima Indian Nation (Tribal Council).

Indian Tribes - The Nez Perce Tribe, the Confederated Tribes and Bands of the Yakima Indian Nation, the Confederated Tribes of the Warm Springs Reservation of Oregon, and the Confederated Tribes of the Umatilla Indian Reservation.

Industrial Uses - Any use of land or water primarily involved in:

- a. Assembly or manufacture of goods or products;

- b. Processing or reprocessing of raw materials, processing of recyclable materials or agricultural products not produced within a constituent farm unit;
- c. Storage or warehousing, handling or distribution of manufactured goods or products, raw materials, agricultural products, forest products or recyclable materials for purposes other than retail sale and service; or
- d. Production of electric power for commercial purposes.

New industrial uses shall not be allowed in the Scenic Area outside Urban Areas.

Interpretive Displays - Signs and structures which provide for the convenience, education, and enjoyment of visitors, helping them to understand and appreciate natural and cultural resources and their relationship to them.

Junk Yard - Any property where persons are engaged in breaking up, dismantling, sorting, distributing, buying or selling of any scrap, waste materials or junk.

Key Components - The attributes that are essential to maintain the long-term use and productivity of a wildlife site. The key components vary by species and wildlife site. Examples include fledgling and perching trees, watering sites, and foraging habitat.

Key Viewing Area (KVA) - Those portions of important public roads, parks or other vantage points within the Scenic Area from which the public views Scenic landscapes. These include:

- Historic Columbia River Highway
- Crown Point
- Highway I-84, including rest stops
- Multnomah Falls
- Washington State Route 14
- Beacon Rock
- Panorama Point Park
- Cape Horn
- Dog Mountain Trail
- Cook-Underwood Road
- Rowena Plateau and Nature Conservancy Viewpoint
- Portland Women's Forum State Park
- Bridal Veil State Park
- Larch Mountain
- Rooster Rock State Park
- Bonneville Dam Visitor Centers
- Columbia River

- Washington State Route 141
- Washington State Route 142
- Oregon Highway 35
- Sandy River
- Pacific Crest Trail

SMA only:

- Old Washington State Route 14 (County Road 1230)
- Wyeth Bench Road
- Larch Mountain Road
- Sherrard Point on Larch Mountain

Kitchen - A place where food is cooked or prepared as well as the place where the facilities and equipment used to cook, prepare and store food are located.

Land Division - The division or redivision of contiguous land(s) into tracts, parcels, sites or divisions, regardless of the proposed parcel or tract size or use. A land division includes, but is not limited to short subdivisions, partitions and subdivisions. Land division does not include the creation of cemetery plots while used for that purpose.

Landscaping - Improving the aesthetics of a piece of land by the grading, clearing and use of natural or artificial material. Landscaping may be subject to Chapter 14.

Landscape Setting - The combination of land use, landform and vegetation patterns which distinguish an area in appearance and character from other portions of the Scenic Area.

Livestock Feedlot - Stockyards and commercial livestock finishing yards for cattle, sheep, swine and fur bearers. Feedlots do not include winter pasture or winter hay-feeding grounds.

Loading Space - An off-street space or berth on the same lot or parcel with a building or use, or contiguous to a group of buildings or uses, for the temporary parking of a vehicle while loading or unloading persons, merchandise or material, and which space or berth abuts upon a street, alley or other appropriate means of ingress and egress.

Local Access Road – Public road over which the public has a right of use that is a matter of public record and was legally created at the time of dedication, but has not been accepted for maintenance by the county, state or the US highway systems. Local access roads are privately maintained.

Local Road or Street - A road or street primarily used to provide direct access to adjacent land uses; characterized by short roadway distances, slow speeds, and low volumes; offers a high level of accessibility; serves passenger cars, pedestrians, and

bicycles, but not through trucks. Local roads may be paved or unpaved. The typical average daily traffic is less than 250.

Lot - A unit of land that is created by a subdivision of land.

Lot Area - The total horizontal area within the lot lines of a lot.

Lot, Corner - A lot fronting on two (2) or more streets at their junction, said streets forming with each other an angle of forty-five (45) degrees up to and including one hundred thirty-five (135) degrees.

Lot Depth - The perpendicular distance measured from the mid-point of the front lot line to the mid-point of the opposite lot line.

Lot, Interior - A lot other than a corner lot.

Lot Lines - The lines bounding a lot as defined herein.

Lot Line Adjustment - Relocation of one or more common boundary lines between two contiguous parcels that does not create additional parcels. See Property Line Adjustment and Replat.

Lot Line (Front) - In the case of an interior lot, a line separating the lot from the street; and in the case of a corner lot, a line separating the narrowest frontage of the lot from the street.

Lot Line (Rear) - The line dividing one lot from another and on the opposite side of the lot from the front lot line, and in the case of an irregular or triangular shaped lot, a line ten (10) feet in length within the lot parallel to and at the maximum distance from the front lot line.

Lot Line (Side) - In the case of an interior lot, a line separating one lot from the abutting lot or lots fronting on the same street, and in the case of a corner lot, a line separating one lot from the abutting lot or lots fronting on the same street.

Lot (Through) - An interior lot having frontage on two (2) streets.

Lot Width - The horizontal distance between the side lot lines measured at right angles to the lot depth at a point midway between the front and rear lot lines.

Maintenance - Ordinary upkeep or preservation of a serviceable structure affected by wear or natural elements. Maintenance does not change the original size, scope, configuration or design of a structure.

Maintenance includes, but is not limited to, painting and refinishing, regrouting masonry, patching roofs, grading gravel roads and road shoulders, cleaning and armoring ditches and culverts, filling potholes, controlling vegetation within rights-of-way, removing trees and other roadside hazards within rights-of-way, and testing and treating utility poles.

Management Plan - The Management Plan for the Columbia River Gorge National Scenic Area.

Manufacture - The processing or converting of raw, unfinished, or finished materials or products or any combination thereof into an article or substance of different character, or for use for a different character or purpose.

Map - A final diagram, drawing or other writing concerning a land division.

Medical Hardship – Means a temporary circumstance caused by serious illness or infirmity, not to exceed two years in duration, and authorized by a licensed medical practitioner (Medical Doctor, Physicians Assistant or Nurse Practitioner).

Metes and Bounds - The method used to describe a tract or tracts of land for the purposes of ownership or for building development, as contrasted with the description of a part of a properly approved and recorded subdivision plat by the lot number and block designation.

Mitigation - The use of any or all of the following actions:

- a. Avoiding the impact altogether by not taking a certain action or parts of an action;
- b. Minimizing impacts by limiting the degree or magnitude of the action and its implementation;
- c. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment; or
- d. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action.

Mobile Home -

- a. A residential trailer, a structure constructed for movement on the public highways, that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, is being used for residential purposes and was constructed before January 1, 1962.
- b. A mobile house, a structure constructed for movement on the public highways, that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, is

being used for residential purposes and was constructed between January 1, 1962, and June 15, 1976, and met the construction requirements of Oregon mobile home law in effect at the time of construction.

- c. A manufactured home, a structure constructed for movement on the public highways, that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, is being used for residential purposes and was constructed in accordance with federal manufactured housing construction and safety standards regulations in effect at the time of construction.

Mobile Home Community - A mobile home development and related utilities and facilities, including the mobile homes and all of the people living within the development.

Mobile Home Lot - A parcel of land for the placement of a mobile home and the exclusive use of its occupants.

Mobile Home Park - Any place where four (4) or more mobile homes are located within five hundred (500) feet of one another on a lot, tract or parcel of land under the same ownership, the primary purpose of which is to rent space or keep space for rent to any person for a charge or fee paid or to be paid for the rental or use of facilities or to offer space free in connection with securing the trade or patronage of such person.

Mobile Home Space - A plot or parcel of land within the mobile home park, designed to accommodate one (1) mobile home.

Mobile Home Stand - That part of a mobile home space which has been reserved for the placement of the mobile home, appurtenant structures, or additions.

Modular Unit - A fabricated, transportable building unit, other than a mobile home, designed to be incorporated at a building site into a structure to be used for residential and/or commercial, industrial, or agricultural purposes, with all of the following characteristics:

- a. Having an electrical meter base permanently attached to the structure.
- b. Designed and built to the specification of the State or County Building Code for conventional structures in effect at the time of its construction.
- c. Having a permanent foundation.

Mosaic (SMA) - The dispersal of overstory and understory leave trees in irregularly spaced clumps of varying sizes throughout an irregularly shaped created forest opening.

Motor Home - A self-propelled recreation vehicle that is not used as a permanent residence.

Multi-family Dwelling - A dwelling constructed or modified into two or more single-family units.

Native Species - Species that naturally inhabit an area.

Natural Areas - Areas sited in the Columbia River Gorge National Scenic Area Management Plan (Table 10, page I-138 through I-139) as having Representative Plant Communities or as being Botanically Significant.

Natural grade - The undisturbed elevation of the ground level of a property before any excavation or construction operations.

Natural Resource-Based Recreation (SMA) - Recreation activities, uses or facilities that essentially depend on the unique natural, scenic, or cultural resources found within the Scenic Area. Campgrounds, trails, boating and windsurfing facilities, swimming beaches, picnic sites, viewpoints, interpretive parks, and similar outdoor recreation facilities are considered resource-based; whereas golf courses, tennis courts, and rental cabins are not.

Natural Resources - Naturally occurring features including land, water, air, plants, animals, including fish, plant and animal habitat, and scenery.

Natural Resource Specialist - A person with professional qualifications including an academic degree or sufficient professional experience in the subject matter the specialist is being asked to analyze or evaluate.

Negotiate - Any activity preliminary to the execution of a binding agreement for the sale of land in a subdivision or partition, including but not limited to, advertising, solicitation, and promotion of such sale of land.

Net Metering - A simplified method of metering the energy consumed and produced at a private property that has its own renewable energy generator, such as a wind turbine. Under net metering, excess electricity produced by the wind turbine will spin the existing electricity meter backwards, effectively banking the electricity until it is needed by the customer.

Nonconforming lot or parcel - A lot or parcel lawfully created which does not conform to the current requirements of the zone in which it is located.

Nonconforming Structure or Use - A lawful existing structure or use at the time this Ordinance or any amendment thereto becomes effective, which does not conform to the

requirements of the zone in which it is located.

Non-profit Organizations - An organization whose non-profit status has been approved by the U.S. Internal Revenue Service.

Not visually evident (SMA) - A visual quality standard that provides for development or uses that are not visually noticeable to the casual visitor. Developments or uses shall only repeat form, line, color, and texture that are frequently found in the natural landscape, while changes in their qualities of size, amount, intensity, direction, pattern, etc., shall not be noticeable.

Nursing Home - Any home or institution maintained or operating for the nursing and care of four (4) or more ill or infirm adults, not requiring hospital care or hospital facilities.

Official Map - Specifically describes the location of streets, highways, public parks, drainage systems and other public installations, both existing and planned, in the community. Once land has been placed on the official map, the Ordinance so providing restricts any further construction with the planned rights-of-way. The Official Map helps to implement the comprehensive plan.

Old Growth (SMA) - A forest stand usually at least 180-220 years old with moderate to high canopy closure; a multi-layered, multi-species canopy dominated by large overstory trees; high incidence of large trees, some with broken tops and other indications of old and decaying wood (decadence); numerous large snags, and heavy accumulations of wood, including large logs on the ground.

Operational (SMA) - For new agricultural use, an agricultural use shall be deemed operational when the improvements and investments described in the Stewardship Plan are in place on the parcel.

Ordinary High Water Mark - The mark on all streams, ponds, and lakes that will be found by examining the bed and banks and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years, as to mark upon the soil a vegetative character distinct from that of the abutting upland. In any area where the ordinary high water mark cannot be found, the line of mean high water shall substitute.

ORS. - The Oregon Revised Statutes.

Other related major structure (SMA) - A structure related to a dwelling on a parcel in the SMA that is less than 40 acres in size, which is not incidental and subordinate to the main use of the property. A building or structure that satisfies the definition of "accessory building" is not an "other related major structure" or a "major development action."

Overstory (SMA) - For forest practices, the tall or mature trees that rise above the shorter or immature understory trees.

Owner - The individual, firm, association, syndicate, partnership, or corporation having sufficient proprietary interest in the land sought to be subdivided to commence and maintain proceedings to subdivide the same under these regulations.

Parcel (Legal)/Lot of Record - A unit of land created as follows:

- a. A lot in an existing, duly recorded subdivision; or
- b. A parcel in an existing, duly recorded partition (including major or minor land partitions); or
- c. By deed or land sales contract prior to 4 September 1974.

A unit of land shall not be considered a separate parcel (legal)/lot of record simply because the subject tract of land:

- a. Is a unit of land created solely to establish a separate tax account;
- b. Lies in different counties;
- c. Lies in different sections or government lots;
- d. Lies in different land use or zoning designations; or
- e. Is dissected by a public or private road.

Consolidation: See Section 13.200 for "Consolidation of Undeveloped Subdivisions."

Parking Lot, Private - Open off-street area used for temporary parking of more than three (3) automobiles, and available with or without charge, and with the permission of owner only.

Parking Lot, Public - Open off-street area used for temporary parking of more than three (3) automobiles, and available for public use with or without charge.

Parking Space - A minimum gross area available for the parking of a standard American automobile.

Parkway - A park-like major thoroughfare with broad rights-of-way and wide median areas, designed and landscaped to furnish a safe and pleasing drive between parks,

scenic areas and principal objectives.

Partition - Either an act of partitioning land or an area or tract of land partitioned as defined in this section.

Partition Land - To divide an area or tract of land into two or three parcels within a calendar year when such area or tract of land exists as a unit or contiguous units of land under single ownership at the beginning of such year. "Partition land" does not include divisions of land resulting from the creation of cemetery lots; and "partition land" does not include any adjustment of a lot line by the relocation of a common boundary where any additional parcel is not created and where the existing parcel reduced in size by the adjustment is not reduced below the minimum lot size established by an applicable zoning ordinance. "Partition land" does not include the sale of a lot in a recorded subdivision, even though the lot may have been acquired prior to the sale with other contiguous lots or property by a single owner.

Party - With respect to administrative actions, the following persons or entities only, who file a timely statement or request for hearing as provided by general provisions of this Ordinance, are hereby defined as a party:

- a. The applicant and all owners or contract purchasers of record, as shown in the files of the Wasco County Assessor's Office, of the property which is the subject of the application.
- b. All property owners of record, as provided in (a) above, within the notification area, as described in Table 2-1, of the property which is the subject of the application.
- c. A Citizen Advisory Group pursuant to the Citizen Involvement Program approved pursuant to ORS. 197.160.
- d. Any affected unit of local government or public district or state or federal agency.
- e. Any other person, or his representative, who is specifically, personally or adversely affected in the subject matter, as determined by the Approving Authority.

Pathway - A walkway conforming to Chapter 21 that is not within a street right-of-way.

Pedestrian Way - A way or right-of-way for pedestrian traffic.

Person - An individual, firm, partnership, corporation, company, association, syndicate, or any legal entity, and including any trustee, receiver, assignee, or other similar representative thereof.

Place of Public Assembly - A structure which is designed to accommodate more than

twenty-five (25) persons at one time for such purposes as deliberation, education, worship, shopping, entertainment or amusement.

Planning Commission - The Wasco County Planning Commission.

Planning Control Area - An area in a state of incomplete development within which special control is to be exercised over land partitioning.

Plat - A special and final map, diagram or drawing of a subdivision, major or minor partition prepared from completed information, containing writings, descriptions, locations, specification, dedications, provisions, and information concerning a subdivision, being drawn to scale to geometrically represent defined land and setting forth all mathematical data necessary to the identification, location and perpetuation of the various land boundaries indicated thereon, without recourse to supplementary metes and bounds description for conveyances.

Porch - Outside walking area, the floor of which is elevated more than eight (8) inches from the ground.

Practicable - Able to be done, considering technology and cost.

Pre-existing - Existing prior to the adoption of the Columbia River Gorge National Scenic Area Management Plan.

Prevailing Wind Direction - Within 45 degrees of the direction from which wind flows for at least 20 percent of the year based on at least one year's site-specific recorded wind data.

Previously disturbed - An area of land where the natural surface has been graded, excavated, paved and/or graveled.

Private Easement Road - A minimum 30 foot wide private easement in any zone that provides ingress and egress to a public or private road for not more than three (3) units of land and serves not more than three (3) units of land.

Private Road - A road in a resource zone (F-1, F-2, & A-1) whose primary purpose is to provide access for resource activities, that was accepted by the County Governing Body pursuant to Section 21.300 of this Ordinance or has been previously recognized by the County Governing Body and which is not public, but which intersects with an existing public road.

Project Area - The geographic area or areas within which new development and uses may cause changes in the character or use of cultural resources, if any such resources exist.

Property Line Adjustment - The relocation a common property line between two abutting properties. See Lot Line Adjustment.

Public Road - A road over which the public has a right of use that is a matter of public record and was legally created at the time of dedication.

Public Use Facility - Recreation development(s) which meet the definition of "recreation facility" in this ordinance and are open for use by the general public. Private clubs and other facilities limited to members or otherwise restricted in availability shall not be considered public use facilities.

Ramada - A freestanding roof or shade structure installed above the roof of a mobile home that provides protection from rain, snow, sun or other forms of inclement weather.

Rare Plant Species - Used in a generic sense to refer to various categories of sensitive plants cited in federal and state programs.

Reconnaissance Survey - Actions conducted to determine if archaeological resources are present in an area that would be affected by a proposed use. Reconnaissance surveys may include archival research, surface surveys, subsurface testing, and ethnographic research.

Recreation Facility - A cluster or grouping of recreational developments or improvements located in relatively close proximity to one another, and which are not separated in distance by more than one-quarter mile of land not containing any such developments or improvements, except for roads and/or pathways.

Recreation Opportunity Spectrum (ROS) - A means of classifying areas in relation to the types of recreation opportunities and experiences they provide or are appropriate for. The spectrum ranges from primitive (wilderness areas) to urban (highly modified areas).

- a. Primitive: Remote, inaccessible areas with a high degree of solitude and with resources essentially unmodified.
- b. Semiprimitive: Areas accessible only by primitive transportation routes, with low to moderately infrequent human encounters and with only subtle modifications to the natural setting.
- c. Roaded Natural: Roaded areas with moderately frequent human encounters and with resource modifications evident.
- d. Rural: Roaded areas with moderate to highly frequent human encounters and with the natural setting dominated by cultural modifications.

- e. Suburban: Areas representing the rural-urban interface, with urban-like roads, structures, highly frequent human encounters, and dominant resource modifications encroaching into the rural landscape.
- f. Urban: Highly accessible, roaded areas dominated by human encounters and human-related structures.

Recreation Resources - Areas and facilities that provide recreation opportunities and experiences. Recreation resources include semi-primitive areas with few facilities and developed sites.

Recreational Vehicle or Camping Vehicle - A vacation trailer or other unit with or without motive power which is designed for human occupancy and to be used temporarily for recreational or emergency purposes, but not for residential purposes, and is identified as a recreational vehicle by the manufacturer. A recreational or camping vehicle shall be considered a dwelling unit if *any* of the following are true:

- a. It is connected to a sewer system (including septic tank) except for the purpose of emptying the holding tanks; after such time it must be disconnected;
- b. It is connected to water or electrical lines except for purposes of charging the batteries or filling water tanks; after such time it must be disconnected;

NOTE: Allowances can be made for subsections a and b above if in the opinion of the Compliance Officer evidence suggests that the use of the RV is occasional and temporary for the purpose of accommodating visitors

- c. It is occupied for more than 60 days, on the same property, in any consecutive 12 month period; or
- d. It is parked on property that is without a legally placed dwelling for more than 30 days during any 6 month period.

Recreational Vehicle Park - A lot or tract where the primary land use is the parking, on a fee or other basis, occupied by motor homes, truck campers, travel trailers, or other recreational vehicles.

Regularly maintained - An area of land that has been previously disturbed and where periodic actions have been taken to:

- a. keep the area clear of vegetation (e.g., shoulders, utility yards); and
- b. limit the height and type of vegetation (e.g., utility rights-of-way), and/or

c. establish and retain non-native vegetation (e.g., landscaped medians, rest area grounds).

Rehabilitation (Natural Resources) - A human activity that returns a wetland, stream, buffer zone, or other sensitive area that was disturbed during construction of a permitted use to its natural or pre-construction condition.

Remnant old forest (SMA) - Large trees in the overstory that are well into the mature growth state (older than 180 years).

Repair - Replacement or reconstruction of a part of a serviceable structure after damage, decay or wear. A repair returns a structure to its original and previously authorized and undamaged condition (in kind). It does not change the original size, scope, configuration or design of a structure, nor does it excavate beyond the depth of the original structure.

Repair includes, but is not limited to, re-roofing a building, replacing damaged guardrails, reconstructing a rotten deck or porch, replacing a broken window or door, replacing a utility pole and associated anchors, replacing a section of broken water or sewer line, replacing a damaged or defective utility line, reconstructing a portion of a building damaged by fire or a natural event, and replacing railroad ties or rails.

Replat - The act of platting the lots, parcels and easements in a recorded subdivision or partition plat to achieve a reconfiguration of the existing subdivision or partition plat, to increase or decrease the number of lots in a subdivision, or to correct an error or irregularity in the original plat.

Reserved Open Space - Land areas reserved through public dedication, public ownership, easements, covenants, or other devices for public use and limited development.

Residential Trailer - A portable residence that is transportable on public highways by permanently attached axles, the dimensions of which do not exceed thirty-two (32) feet in length, or eight (8) feet in width, or any equivalent dimension combination.

Resource-based Recreation - Those recreation uses which are essentially dependent upon the natural, scenic or cultural resources of the Scenic Area and which do not adversely affect those resources upon which they depend.

Restaurant - A public establishment for the purpose of selling meals to customers.

Restoration (Wetlands) - A human activity that converts an area that was formerly a wetland back into a wetland. This definition presumes that the area to be restored no

longer qualifies as a wetland because of past activities, alterations, or catastrophic events.

Retirement Center - A building or group of buildings containing separate dwelling units designed for and occupied principally (at least one occupant of each dwelling unit), by persons over the age of sixty (60) years, excluding convalescent and nursing care as a function of the center.

Reversed Corner Lot - A corner lot where the street side line is substantially a continuation of the front lot line of the first lot to its rear.

Review Types –

a. Type I (Ministerial/Nondiscretionary)

These procedures are decided by the Director, or the Director's designee without public notice or public hearing. They do not require interpretation or the exercise of policy or legal judgment in evaluating approval standards. Type I does not qualify as a "land use decision" under Oregon Revised Statute (ORS) 197.015(11).

b. Type II(Administrative/Discretionary)

These procedures are decided by the Director or the Director's designee with notice, as established by Chapter 2, and appeal period established by ORS 215.416(11). They do require interpretation or the exercise of policy or legal judgment in evaluating approval standards and qualify as a land use decision under ORS 197.015(11). An appeal of a Type II decision becomes a Type III review.

c. Type III(Quasi Judicial/Planning Commission or County Governing Body)

Planning Commission

These procedures are initially heard and decided solely by the Planning Commission or on appeal from the Planning Director with the hearings process, notice and appeal period governed by ORS 197.763. They do require interpretation or the exercise of policy or legal judgment in evaluating approval standards and qualify as a land use decision under ORS 197.015(11).

County Governing Body

These procedures are initially heard and decided solely by the County Governing Body or on appeal from the Planning Commission with the hearings process, notice and appeal period governed by ORS 197.763. They do require interpretation or the exercise of policy or legal judgment in evaluating approval standards and qualify as a land use decision under ORS 197.015(11).

d. Type IV(Legislative/County Governing Body)

These procedures are heard and decided solely by the County Governing Body after

an initial hearing and recommendation is made by the Planning Commission. The hearings process, notice and appeal period are governed by ORS 197.763. They do require substantial interpretation or the exercise of policy or legal judgment and qualify as a land use decision under ORS 197.015(11).

Review uses - Proposed uses and developments that must be reviewed by Wasco County to determine if they comply with the Wasco County National Scenic Area Land Use and Development Ordinance.

Right-of-Way - The area between boundary lines of a road, street or other easement. Right-of-way includes passageways such as freeways, pedestrian connections, alleys, and all streets. A right-of-way shall be dedicated or deeded to the public for public use and under the control of a public agency, or it shall be dedicated or deeded and privately owned.

Riparian Area - The area immediately adjacent to streams, ponds, lakes, and wetlands that directly contributes to the water quality and habitat components of the water body. This may include areas that have high water tables and soils and vegetation that exhibit characteristics of wetness, as well as upland areas immediately adjacent to the water body that directly contribute shade, nutrients, cover, or debris, or that directly enhance water quality within the water body.

Road - The entire right-of-way of any public or private way that provides ingress to or egress from property by means of vehicles or other means or that provides travel between places by means of vehicles. "Road" includes, but is not limited to:

- a. Ways described as streets, highways, throughways, or alleys;
- b. Road-related structures that are in the right-of-way such as tunnels, culverts or similar structures; and
- c. Structures that provide for continuity of the right-of-way such as bridges.

Roadway - The portion or portions of a right-of-way developed for vehicular traffic.

Rotor - A system of rotating aerodynamic elements and hub assembly attached to a shaft that converts the kinetic energy in the wind into mechanical energy or a rotating element in an electrical generator.

Rotor Diameter - Twice the distance from the center of rotation to the outermost point of the blade.

Sale or Sell - Includes every disposition or transfer of land in a subdivision or partition or an interest or estate therein.

Scenic Area - The Columbia River Gorge National Scenic Area.

Scenic Travel Corridor - Those portions of Interstate 84, the Historic Columbia River Highway, Oregon Highway 35, and Washington State Routes 14, 141, and 142 located in the Scenic Area, specifically designated to be managed as scenic and recreational travel routes.

School, Commercial - A building where instruction is given to pupils in arts, crafts, or trades, and operated as a commercial enterprise, as distinguished from schools endowed and/or supported by taxation.

School, Elementary - A school offering instruction to one (1) or more grades, between and including the fifth through the eighth, exclusively, or in combination with grades lower than the fifth.

School, High - A school offering instruction to one (1) or more grades, between and including the ninth through the twelfth, or in combination with the seventh and eighth grades.

School, Nursery - A school offering instruction and guided activity to kindergarten or pre-kindergarten classes.

School, Primary - A school offering instruction to one (1) or more grades, between and including kindergarten through the fourth.

School, Private or Parochial - A school under the control of and financed primarily by a religious or philanthropic and non-profit institution operating in conformance with relevant State Department of Education regulations.

School, Public - A school under the control of and financed by legally constituted public school districts in the State of Oregon.

Seasonal Farm Worker - Any person who, for an agreed remuneration or rate of pay, performs temporary labor for another to work in production of farm products or planting, cultivating or harvesting of seasonal agricultural crops or in forestation or reforestation of lands, including but not limited to, the planting, transplanting, tubing, pre-commercial thinning and thinning of trees and seedlings, the clearing, piling and disposal of brush and slash and other related activities.

Secretary - The Secretary of Agriculture.

Sectional Home - Defined the same as a modular home.

Sensitive Plant Species - Plant species that are

- a. endemic to the Columbia River Gorge and vicinity,
- b. listed as endangered or threatened pursuant to federal or state endangered species acts, or
- c. listed as endangered, threatened or sensitive by the Oregon Natural Heritage Program as they appear in lists on file at the Columbia River Gorge Commission Office.

In the Special Management Area, sensitive plant species also include plant species recognized by the Regional Forester as needing special management to prevent them from being placed on federal or state endangered species lists. The Forest Service and Gorge Commission are responsible for necessary updates to the lists.

Sensitive Wildlife Species - Animal species that are:

- a. listed as endangered or threatened pursuant to federal or state endangered species acts,
- b. listed as sensitive by the Oregon Fish and Wildlife Commission, or
- c. considered to be of special interest to the public, limited to great blue heron, osprey, mountain goat, golden eagle, and prairie falcon as they appear on lists on file at the Columbia River Gorge Commission office.

In the Special Management Area, sensitive wildlife species also include animal species recognized by the Regional Forester as needing special management to prevent them from being placed on federal or state endangered species lists. The Forest Service and Gorge Commission are responsible for updating the referenced lists.

Service Station - A business operated for the purpose of retailing and delivering motor vehicle fuel into the fuel tanks of motor vehicles.

Serviceable - Presently useable.

Sewage - Water-carried human or animal waste and kitchen, bath, or laundry waste, from a building, together with such groundwater infiltration and surface water as may be present.

Shall - Action is mandatory.

Should - Action is encouraged.

Shrub - A woody plant usually greater than 3 feet but less than 20 feet tall that generally exhibits several erect, spreading, or prostrate stems and has a bushy appearance. (Note: For the Management Plan, seedlings of woody plants that are less than 3 feet tall shall be considered part of the herbaceous layer.)

Sidewalk - A pedestrian walkway with permanent surfacing.

Sign - Any placard, poster, billboard, advertising structure or inscribed surface, pattern or artificial lighting, pictorial or symbolic ornament, emblematic structure, banner, fluttering apparatus, statue, model, ornamental figure, or other visually communicative or expressive device that is visible from an out-of-doors position and is used to advertise or call the public's attention to any public, business, commercial, industrial, recreational or any other activity, object for sale or lease, person or place, or to bear any kind of message. It includes any surface on which a name, text, device, signal, ornament, logotype, or advertising matters is made visible. The meaning of "sign" shall also include any sign currently in disuse, but still visible from an out-of-doors position, any frame or support structure erected specifically to bear or uphold a sign.

Sign, Advertising - A sign which directs attention to a business, product, activity, or service which is not necessarily conducted, sold or offered upon the premises where such a sign is located.

Significant Adverse Effect - A consequence of a facility that irreparably reduces management of or damages a resource listed as a standard and identified in the comprehensive plan and the Wasco County Land Use and Development ordinances.

Significant Archaeological Sites - Sites possessing valuable artifacts or evidence of prehistoric cultures, including areas catalogued by the National Park Service, United States Department of the Interior, and areas identified by academic institutions.

Significant Change - A change in an existing facility which increases the impact of the facility on abutting properties. This provision shall be interpreted broadly to invoke review of any potentially significant change. However, a significant change shall not include ordinary and regular maintenance, actions such as research, monitoring, and impact mitigation that were authorized or required by law. Significant change shall not include other actions, such as reconducting, which may increase the useful life of the facility without increasing long-term, off-site impacts.

Significant Cultural Resource (SMA) - A cultural resource that is included in, or eligible for inclusion in, the National Register of Historic Places. [The criteria for evaluating the eligibility of properties for the National Register of Historic Places appears in "National Register Criteria for Evaluation" (36 CFR 60.)]

Significant Interference with Wind Access - A ten (10) percent decrease in wind speed caused by an obstruction(s).

Single-wide Mobile Home - One (1) complete living unit constructed on a single chassis.

Skyline - The line which represents the place at which a landform, such as a cliff, bluff or ridge, meets the sky, as viewed from a specified vantage point. In areas with thick, unbroken tree cover, the skyline is generally formed by the top of the vegetative canopy. In treeless areas or areas with more open tree cover, the skyline is generally formed by the surface of the ground.

Slope - An incline in an oblique direction from the perpendicular.

SMA Only - This is a reference mechanism throughout this ordinance to signify that a use or criteria is only applicable in the Special Management Area.

Soil Capability Class - A classification system developed by the U.S. Soil Conservation Service to group soils as to their capability for agricultural use.

Solid Waste - All putrescible and non-putrescible waste, including, but not limited to, garbage, rubbish, refuse, ashes, waste paper and cardboard, grass clippings, composts, sewer sludge, residential, commercial, and industrial appliances, equipment and furniture, discarded or inoperable vehicles, vehicle parts or vehicle tires, manure, vegetable or animal solid and semisolid waste and dead animals. The term Solid Waste does not include:

- a. Materials used for fertilizer or for other productive purposes on land in the growing and harvesting of crops or the raising of fowl or animals;
- b. Septic tank and cesspool pumping or chemical toilet waste;
- c. Reusable beverage containers as defined in ORS 459A.725; and
- d. Source separated principal recyclable materials as defined in ORS Chapter 459 and the Rules promulgated thereunder, which have been purchased or exchanged for fair market value.

Special District - Any unit of local government other than city or county, authorized and regulated by statute. Special district includes, but is not limited to: water control districts, irrigation districts, port districts, regional air quality control authorities, fire districts, mass transit districts, sanitary districts, and Soil & Water Conservation District.

Special Road District – For the purposes of improving roads, special road districts may be formed from contiguous territory lying within the county and not incorporated within the

limits of a city. Special road districts are governed by a board of commissioners, either appointed or elected. Special road districts have the following powers: to make contracts; to acquire, hold, receive and dispose of real and personal property; to sue and be sued; to exercise the power of eminent domain; to assess, levy and collect taxes on all taxable property within the district; and to do any other act necessary to carry out purposes of the special road district. See ORS 371.305.

Special Habitat Area - Wetlands, mudflats, shallow water, and riparian vegetation that have high values for waterfowl, shorebirds, raptors, songbirds, upland game, and reptiles.

Special Streams - Streams that are primary water supplies for fish hatcheries and rearing ponds.

Stable, Private - A detached accessory building for the keeping of horses owned by the occupants of the premises and which are not kept for remuneration or profit.

Stand - A group of trees possessing uniformity with regard to type, age, vigor, or size.

Standard Drawing - A drawing drawn to the specifications as established by the County Planning Director or County Roadmaster.

Story - A single floor level of a structure as defined by the Uniform Building Code.

Story, Half - A story under a gable, hip or gambrel roof, the wall plates of which on at least two (2) opposite exterior walls are not more than two (2) feet above the floor of such story.

Streams - Areas where surface water produces a defined channel or bed, including bedrock channels, gravel beds, sand and silt beds, springs and defined-channel swales. The channel or bed does not have to contain water year-round. This definition is not meant to include irrigation ditches, canals, storm or surface-water runoff structures or other artificial watercourses unless they are used to convey streams naturally occurring prior to construction in such water-courses.

For this ordinance, streams are categorized into two classes: perennial streams and intermittent streams. Perennial stream means a stream that flows year-round during years of normal precipitation. Intermittent stream means a stream that flows only part of the year, or seasonally, during years of normal precipitation.

Street - The entire width between the right-of-way lines of every way for vehicular and pedestrian traffic, and includes terms, "roads", "highways", "land", "place", "avenue", "alley", and other similar designations.

Street Plug or Reserve Strip - A narrow strip of land controlling access to a street or half street, title to which is dedicated to the County and the disposal of which land shall be

placed within the jurisdiction of the County Governing Body for disposal under conditions approved by the Commission.

Structure - That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner. This includes, but is not limited to buildings, walls, fences, roads, parking lots, signs and additions/alterations to structures.

Subdivide - To effect a subdivision, as applied to this Ordinance.

Subdivider - Any person, as defined herein, who undertakes proceedings to effect a subdivision of land, including changes in street or lot lines, for the purpose of transfer of ownership of development.

Subdivide Land - To divide an area or tract of land into four or more lots within a calendar year when such area or tract of land exists as a unit or contiguous units of land under a single ownership at the beginning of such year.

Subdivision - Either an act of subdividing land or an area or tract of land subdivided as defined in this section.

Submit - To deliver a document (e.g., land use application, written comment) to a reviewing agency's office by personal delivery, commercial delivery, mail, fax, or E-mail. When a document must be submitted within a specified period, it must arrive at the reviewing agency's office by the close of business on the last day of the specified period.

Subsurface Testing - Any procedure that removes material from beneath the ground surface for the purpose of identifying cultural resources, such as shovel tests, posthole digger tests and auger borings.

Suitability - The appropriateness of land for production of agricultural or forest products or for recreation, considering its capability for production, surrounding uses and features associated with development, compatibility with scenic, cultural, natural and recreation resources, compatibility among uses, and other cultural factors, such as roads, powerlines, dwellings and size of ownership.

Swept Area - Area perpendicular to the wind velocity that a rotor will cover during one complete rotation.

Tax Lot - An identification number assigned by the Oregon Department of Revenue to delineate property ownership for the purpose of taxation.

Tentative Plan Map for a Partition - A drawing or diagram prepared from completed

information, in compliance with regulations and ordinances adopted pursuant to O.R.S. 92.046, and regulations of O.R.S. 209.205, representing defined land, setting forth intentions in writing, and including relative mathematical and descriptive data for preparation of conveyances by metes and bounds descriptions.

Thinning (SMA) - A forest practice intended to create favorable conditions for the continued growth of trees within an existing stand of trees. A thinning becomes a forest opening in coniferous forests when the average canopy closure of the overstory layer is zero or less than 40 percent and the understory layer is less than 60 percent average canopy closure of trees averaging less than 5 inches diameter at breast height. A thinning becomes a forest opening in oak woodlands when the total average canopy closure is less than 25 percent.

Tiedowns - Strapping or cables attached to the mobile home and connected to anchors embedded in the ground, which secure a mobile home from damage and movement during high winds.

Total canopy closure (SMA) - For forest practices, the percentage measuring the degree to which all layers of the tree canopy combine together to block sunlight or obscure the sky as measured from below.

Total WECS Height - The height of a WECS measured from ground level to the highest vertical extension of a WECS.

Tourist Court - A group of attached or detached buildings containing separate rooms or living units for the temporary use of automobile travelers, having garage attached or parking space adjacent to every unit, including auto courts, motels, or motor cottages.

Tract - All contiguous lots, parcels or lot of records under the same ownership.

Travelers Accommodations - Any establishment having rooms rented or kept from rent on a daily or weekly basis to travelers or transients for a charge or fee paid or to be paid for rental use or use of facilities.

Travel Trailer - A recreation vehicle that is not used as a permanent residence, is transportable on public highways by permanently attached axles, and does not exceed thirty-two (32) feet in length, or eight (8) feet in width, or any equivalent dimension combination.

Treatment (SMA) - For forest practices, a site-specific operation that carries out the forest management objectives for an area.

Treaty Rights or Other Rights - Rights reserved by the Indian tribes through the Treaties of 1855. These include the right of fishing at all usual and accustomed places,

as well as the privilege of pasturing livestock and hunting and gathering on open and unclaimed lands in common with the citizens of the states.

Tributary Fish Habitat - Streams that are used by anadromous or resident fish for spawning, rearing and/or migration.

Truck Camper - A recreation vehicle, camper, or canopy that fits onto the bed of a pickup or flat-bed truck, and that is not used as a permanent residence.

Understory (SMA) - For forest practices, the shorter or immature trees below the tall or mature overstory trees.

Undertaking - Any project, activity, program or development or change in land use that can result in changes in the character or use of a cultural resource, if any such cultural resources is located in the area of potential effects. For federal undertakings, the project, activity, or program must be under the direct or indirect jurisdiction of a federal agency or licensed or assisted by a federal agency. Undertakings include new and continuing projects, activities, or programs and any of their elements [36 CFR 800.16(y)].

Unimproved Lands - Lands that generally do not have developments such as buildings or structures.

Unique Ecologic Associations - Land areas where species composition, vegetative characteristics, or systems variations produce ecologic patterns of unusual and rare quality that cannot be observed elsewhere in Wasco County.

Unique Geological Features - Fossil beds, formation type locations, and major structural features that cannot be observed elsewhere in the State of Oregon.

Unit of Land - An area of contiguous land at least of sufficient size to meet minimum zoning requirements for use, coverage of an area, and to provide such yards and other open spaces as are required by this Ordinance; such property shall have frontage on a public street, or such other access approved by the Commission or Court under provisions of this ordinance. A unit of land may be:

- a. A single lot of record;
- b. A lot as defined herein;
- c. A parcel, as defined herein.

Upland - any area that does not qualify as a wetland because the associated hydrologic regime is not sufficiently wet to elicit development of vegetation, soils and/or hydrologic

characteristics associated with wetlands.

Use - The purpose for which land or a building is arranged, designed or intended, or for which either land or a building is not or may be occupied or maintained.

Use, Conditional - The term applied to a use which may be permitted by the application for, and the issuance of a Conditional Use Permit.

Use Permit - A permit allowing a specific use.

Use, Professional - The place of business of a person engaged in a profession such as accountant, architect, artist, attorney-at-law, professional engineer, land surveyor, insurance agent, real estate broker, landscape architect, or practitioner of the human healing arts.

Use, Prohibited - A use not allowed in a zoning district.

Uses allowed outright - New uses and developments that may occur without being reviewed by Wasco County to determine if they are consistent with the Wasco County National Scenic Area Land Use and Development Ordinance.

Utility Facility - Any structure which provides for the transmission or distribution of water, sewer, fuel, electricity, communications.

Variance - A specific deviation from a part of this Ordinance.

Vehicle Site - The area or place used for parking occupied residential trailers or recreational vehicles, and may include sewer, water, gas or electrical hook-ups. Places used to store unoccupied recreational vehicles are not considered to be recreational vehicle sites.

Vertical Axis WECS - A WECS which rotor axis is vertical.

Vested right - The right to develop or continue to develop a use, development or structure that was reviewed and approved pursuant to the Wasco County Land Use and Development Ordinance.

Veterinary Hospital - An institution providing overnight medical services for sick and injured animals, and including such related facilities as laboratories, X-ray, and boarding.

Veterinary Office - An office which provides medical services for sick and injured animals on an out-patient basis.

Walkway - A sidewalk or pathway, including access ways, providing a pedestrian

connection that is improved to County standards, or to other roadway authority standards, as applicable. See also, Access, Pathway, Sidewalk.

Viewshed - A landscape unit seen from a key viewing area.

Visual Quality Objective (VQO) - Is a set of visual management goals established by the Forest Service to achieve a desired visual objective. These objectives include retention and partial retention, and others in the Mt. Hood and Gifford Pinchot National Forest Plans.

Visually Subordinate - A description of the relative visibility of a structure or use where that structure or use does not noticeably contrast with the surrounding landscape, as viewed from a specified vantage point. As opposed to structures which are fully screened, structures which are visually subordinate may be partially visible. They are not visually dominant in relation to their surroundings. Visually subordinate forest practices in the SMA shall repeat form, line, color, or texture common to the natural landscape, while changes in their qualities of size, amount, intensity, direction, pattern, etc., shall not dominate the natural landscape setting.

Waterbody - A lake, wetland, or Class I or Class II stream.

Water-Dependent - Uses that absolutely require, and cannot exist without, access or proximity to, or siting within, a water body to fulfill their basic purpose. Water-dependent uses include, but are not limited to, docks, wharfs, piers, dolphins, certain fish and wildlife structures, boat launch facilities, and marinas. Dwellings, parking lots, spoil and dump sites, roads, restaurants, trails and paths, trailer parks, resorts, and motels are not water-dependent.

Water-Related - Uses not directly dependent upon access to a water body, but whose presence facilitates public access to and enjoyment of a water body. In the General Management Area, water-related uses shall be limited to boardwalks, trails and paths, observation decks, and interpretive aids, such as kiosks and signs.

WECS - See Wind Energy Conversion System.

WECS Site - The lot or lots upon which a WECS is situated. If abutting lots are used primarily for WECS, the WECS site encompasses all such abutting lots.

WECS Tower - Subsystem of a WECS that supports the rotor, or other collection device, above-ground.

Wetlands - Areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and under normal circumstances do support,

a prevalence or vegetation typically adapted for life in saturated soil conditions. This does not include riparian areas, rivers, streams, and lakes.

Wetlands Functions - The beneficial roles that wetlands serve, including storage, conveyance, and attenuation of floodwaters and stormwaters; groundwater recharge and discharge; protection of water quality and reduction of sediment and erosion; production of waterfowl, game and nongame birds, mammals, and other living resources; protection of habitat for endangered, threatened, and sensitive species; food chain support for a broad range of wildlife and fisheries; educational, historical, and archaeological value protection; and scenic, aesthetic, and recreational amenities.

Wildlife Areas - Areas identified and inventoried by wildlife biologists from several federal and state resource agencies that have special values including:

- a. Areas that are used by wildlife species that have limited or declining populations.
- b. Habitats that are highly vulnerable to the effects of new development and uses.
- c. Areas that support large numbers of wildlife species.
- d. Areas that are essential to the long-term existence of a given species, including breeding habitat, seasonal ranges, and movement corridors.
- e. Habitat of limited availability.

The Management Plan for the Columbia River Gorge National Scenic Area lists the types of habitat areas inventoried in Table 4, page I-129. The Columbia River Gorge Commission has a list on file of the habitat sites. The Forest Service and Gorge Commission will provide and update mapped inventory information for County use.

Wind Energy Conversion System (WECS) - A device that converts the kinetic energy in the wind into electric energy. The WECS includes all parts of the system except transmission lines.

Wind Energy Facility - One or two WECS including all parts of the system on the same tract.

Wind Measurement Device - An instrument for measuring wind speed and/or direction, including the tower or pole upon which it is mounted.

Winery - An agricultural facility used for processing grapes into wine, including laboratories, processing areas, offices, and storage areas. A winery is distinct from a wine sales/tasting room; each of these uses must be explicitly reviewed and approved.

Wine sales/tasting room - A facility that is accessory to a winery and used for tasting

and retail sales of wine, including interior space (e.g., wine bar, sitting room) and exterior space (e.g., patio, veranda). A wine sales/tasting room shall not be used for preparing or serving meals or hosting weddings, receptions or other commercial events, unless allowed, reviewed and approved under the "Commercial Events", Section 20.300 of this Ordinance. A wine sales/tasting room is distinct from a winery; each of these uses must be explicitly reviewed and approved.

Woody Plant - A seed plant (gymnosperm or angiosperm) that develops persistent, hard, fibrous tissues.

Yard - An open space on a lot with a building and bounded on one (1) or more sides by such building, such space being unoccupied and unobstructed from the ground upward.

Yard, Front - A yard between the front line of the main building (exclusive of steps), and the front property line. Front property line is that side of a lot or parcel where access is obtained from a street or road.

Yard, Rear - An open, unoccupied space on the same lot with the main building, between the rear line of the main building (exclusive of steps, porches, and accessory buildings), and the rear line of the lot.

Yard, Side - An open, unoccupied space on the same lot with the main building, between the side wall line of the main building and the side line of the lot.

Yurt: A round, domed shelter of cloth or canvas on a collapsible frame. (ORS 215.283(2)(c))

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CHAPTER 10 RESOURCE ENHANCEMENT PROJECTS, DISPOSAL SITES AND MINERAL & AGGREGATE REVIEW

SECTION 10.100 Resource Enhancement Projects (GMA & SMA)

Resource enhancement projects for the purpose of enhancing scenic, cultural, recreation and/or natural resources, which may include new structures (e.g., fish ladders, sediment barriers) and/or activities (e.g., closing and revegetating unused roads, recontouring abandoned quarries) subject to the following criteria:

- A.** Applications for resource enhancement projects must describe the goals and benefits of the proposed enhancement project. They must also thoroughly document the condition of the resource before and after the proposed enhancement project.
- B.** In addition to other guidelines that protect scenic, cultural, recreation, and natural resources, quarry enhancement projects shall comply with the following:
 - 1.** Application Requirements. In addition to other applicable requirements, land use applications for quarry enhancement projects shall include a reclamation plan that provides all the applicable information specified in 10.300(A) except the words "pre-reclamation" and "post-reclamation" should replace the words "pre-mining" and "post-mining," respectively, and the appropriate state agency or local government does not have to approve the reclamation plan and meet the requirements of 10.300(B)(1) if any of the quarry enhancement project is visible from Key Viewing Areas.
 - 2.** Scenic Resource Standard. Quarry enhancement projects shall restore the site to a natural appearance that blends with and emulates surrounding landforms to the maximum extent practicable.
 - 3.** Natural Resource Standard. Sites shall be replanted using native plants found in the landscape setting or ecoregion to the maximum extent practicable.
 - 4.** Time Frames. The following time frames shall apply to quarry enhancement projects:
 - a.** All grading (e.g., excavating, filling and re-contouring) shall be completed within one (1) year of the date an applicant begins on-the-ground work.
 - b.** All landscaping shall be planted within one (1) year of the date an applicant completes the grading.
 - c.** An applicant may request one one-year extension to the one year grading time frame if a project is unexpectedly delayed by adverse weather or

emergency/disaster. Such requests shall be considered an administrative action. An applicant shall submit such a request to the reviewing agency after grading has commenced and before the one year grading time frame has expired.

- d. An applicant may also request one six-month extension to the one (1) year landscaping time frame if a project is unexpectedly delayed by adverse weather or emergency/disaster. Such requests shall be considered an administrative action. An applicant shall submit such a request to the reviewing agency after landscaping has commenced and before the one-year landscaping time frame has expired.

SECTION 10.200 Disposal Sites (GMA & SMA)

Disposal sites managed and operated by the Oregon Department of Transportation, or the Wasco County Public Works department for earth materials and any intermixed vegetation generated by routine or emergency/disaster public road maintenance activities within the Scenic Area, subject to the following:

- A. Application Requirements. In addition to other applicable requirements, land use applications for disposal sites shall include the same information that applicants are required to submit for expansion of existing quarries and production and/or development of mineral resources in the GMA which are indicated in 10.300(A) & (B)(1), Mineral and Aggregate Review, in addition to the following:
 - 1. Cultural resource reconnaissance and historic surveys, as required by Section 14.500. Disposal sites shall be considered a “large-scale use”.
 - 2. Field surveys to identify sensitive wildlife areas or sites and sensitive plants as described in Section 14.600.
- B. Siting Standard. The proposed disposal site shall only be approved if the applicant demonstrates it is not practicable to locate the disposal site outside the Scenic Area or inside an Urban Area. At a minimum, the applicant shall submit a feasibility and suitability analysis that compares the proposed disposal site to existing or potential disposal sites located both outside the Scenic Area and inside an Urban Area.
- C. Scenic Resource Standards. Disposal sites shall comply with the same scenic resources protection standards as expansion of existing quarries and production and/or development of mineral resources in the GMA, in 10.300(B)(2) through (5).

SECTION 10.300 Mineral and Aggregate Review (GMA Only)

A. All Mineral and Aggregate Operations

- 1. For all new production and/or development of mineral resources and expansion

of existing quarries, a reclamation plan is required in addition to the site plan. The reclamation plan shall address the restoration of the site to a natural appearance which blends with and emulates surrounding landforms to the maximum extent practicable. At a minimum, such reclamation plans shall include:

- a. A map of the site, at a scale of 1" = 200' or a scale at greater detail with ten (10) foot contour intervals or less, showing pre-mining existing grades and post-mining, final grades; locations of topsoil stockpiles for eventual reclamation use; location of catch-basins or similar drainage and erosion control features employed for the duration of the use; and the location of storage, processing and equipment areas employed for the duration of the use;
 - b. Cross-sectional drawings of the site showing pre-mining and post-mining grades;
 - c. Descriptions of the proposed use, in terms of estimated quantity and type of material removed, estimated duration of the use, and processing activities;
 - d. A landscaping plan providing for revegetation consistent with the vegetation patterns of the subject landscape setting, indicating the species, number, size and location of plantings for the final reclaimed grade, as well as a description of irrigation provisions or other measures necessary to ensure the survival of plantings.
 - e. Descriptions of drainage/erosion control features to be employed for the duration of the use.
2. All reclamation plans for new quarries or expansion of existing quarries shall be sent to the Oregon Department of Geological and Mineral Industries (DOGAMI) for review and comment. DOGAMI shall have 30 calendar days from the date a reclamation plan is mailed to submit written comments on the proposal. DOGAMI comments shall address the following:
 - a. whether the proposed mining is subject to state reclamation permit requirements;
 - b. if subject to state jurisdiction, whether an application has been received for a state reclamation permit and, if so, the current status of the application; and
 - c. for uses subject to state jurisdiction, any issues or concerns regarding consistency with state reclamation requirements, or any suggested modifications to comply with state reclamation requirements.

The County may request technical assistance from DOGAMI and other State Agencies on reclamation plans for proposed mining not within the state agency's

jurisdiction.

B. Mineral and Aggregate Operations Visible from Key Viewing Areas

1. For proposed mining and associated activities on lands visible from Key Viewing Areas applicants shall submit perspective drawings of the proposed mining areas as seen from applicable Key Viewing Areas.
2. Expansion of existing quarries and new production and/or development of mineral resources proposed on sites more than three miles from the nearest Key Viewing Areas from which it is visible may be allowed upon a demonstration that the site plan requirements for such proposals **that are pursuant to this chapter** have been met, a reclamation plan to restore the site to a natural appearance that blends with and emulates surrounding landforms to the maximum extent practicable has been approved, and the area to be mined and the area to be used for primary processing, equipment storage, stockpiling, etc., associated with the use would be visually subordinate in the GMA as seen from any Key Viewing areas based on findings addressing the extent of visibility of proposed mining activities from Key Viewing Areas, including:
 - a. a list of Key Viewing Areas from which exposed mining surfaces (and associated facilities/ activities) would be visible;
 - b. an estimate of the surface area of exposed mining surfaces which would be visible from those Key Viewing Areas;
 - c. the distance from those Key Viewing Areas and the linear distance along those Key Viewing Areas from which proposed mining surfaces are visible;
 - d. the slope and aspect of mining surfaces relative to those portions of Key Viewing Areas from which they are visible;
 - e. the degree to which potentially visible mining surfaces are screened from Key Viewing Areas by existing vegetation, including winter screening and considerations;
 - f. The degree to which potentially visible mining surfaces would be screened by new plantings, berms, etc., and approximate time frames to achieve such results, including winter screening considerations.
3. An interim time period to achieve compliance with visual subordination requirements in the GMA, for expansion of existing quarries and development of new quarries located more than three miles from the nearest visible Key Viewing Area shall be established prior to approval. The interim time period shall be based on site-specific topographic and visual conditions, but shall not exceed three years beyond the date of approval.

Comment [WS1]: PC edit

Comment [WC2]: Language was included in the Management Plan, and not the NSA LUDO. Added to align the two

4. New production and/or development of mineral resources on sites less than 3 miles from the nearest Key Viewing Area may be allowed upon a demonstration that the area to be mined and the area used for primary processing, equipment storage, stockpiling, etc, associated with the use would be fully screened from any Key Viewing Area as described in 5 below. The applicant shall also meet the requirements of B(2) above.
5. An interim time period to achieve compliance with full screening requirements for new quarries located less than three miles from the nearest visible Key Viewing Area shall be established prior to approval. The interim time period shall be based on site-specific topographic and visual conditions, but shall not exceed one year beyond the date of approval. Quarrying activity occurring prior to achieving compliance with full screening requirements shall be limited to activities necessary to provide screening, for example the creation of berms and planting of trees.

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CHAPTER 14 SCENIC AREA REVIEW

SECTION 14.010 Purpose

The purpose of the Scenic Area Review is to preserve, protect and enhance the scenic, natural, cultural and recreational values of the Gorge and to assure that development occurs in a manner which is compatible with its unique qualities.

SECTION 14.020 Complete Application Submittal Requirements for a Scenic Area Review

A. Application Form Requirements

1. Project applicant's name and address.
2. Property owner's name and address if different than 1 above.
3. Location of the proposed use, including township, range, section, and tax lot number.
4. A written description of the proposed use, including details on the height, dimensions, exterior color(s), and construction materials of proposed structures.
5. A list of Key Viewing Areas that are visible from the proposed development site and from which the proposed use would be visible.
6. Legal parcel documentation.
7. Legal structure documentation. Evidence that a structure was lawfully established shall include the following:
 - a. Wasco County Assessor records verifying the structure was built prior to 4 September 1974; or
 - b. Any one of the following:
 - (1) a valid Oregon State Building Codes permit signed by the Wasco County Planning Department between 4 September 1974 and 17 November 1986; or
 - (2) a valid Wasco Sherman Health Department septic permit before 1 January 1985; or
 - (3) a valid Land Use Compatibility Statement signed by the Wasco County Planning Department between 1 January 1985 and 17 November 1986, or

- (4) National Scenic Area approval by either the Columbia River Gorge Commission, the USDA Forest Service, or the Wasco County Planning Department, after 17 November 1986, and a valid Oregon State Building Codes permit signed by the Wasco County Planning Department.

8. Signatures of the owners or authorized representatives.

B. Site Plan

A complete site plan shall be submitted for all new development, except for buildings smaller than 60 square feet in area and less than or equal to 10 feet in height, as measured at the roof peak.

The site plan shall be prepared at a scale of 1" = 200' or a scale providing greater detail which clearly indicates the following information:

ALL DEVELOPMENT

1. Boundaries, dimensions, and size of the subject parcel.
2. Location, size, and shape, of all existing and proposed buildings and structures on the subject parcel.
3. Access: Indicate all existing and proposed points of ingress and egress and whether they are public or private.
4. Location, dimensions and method of improvement of all roads, access drives, trails, and parking areas with individual parking spaces and internal circulation patterns.

Access drives shall be constructed to a minimum of twelve (12) feet in width and not exceed a grade of twelve (12) percent with turnouts provided at a minimum of every five hundred (500) feet.

5. Location of existing and proposed services, including wells or other water supplies, sewage disposal systems, telephone and power poles and lines. Telephone and power supply systems shall be underground whenever practical.
6. The location of the pond, stream, tank or sump with storage of not less than 1,000 gallons if the well or water system is not capable of delivering twenty (20) gallons per minute.
7. The location of a standpipe (water spigot) a minimum of fifty (50) feet from each flammable structure if the development includes a plumbed water system.
8. Location, size and dimension of all yards and setbacks and all spaces between

buildings.

9. Lighting: General nature and location (not including interior building lighting).
10. Outdoor storage and activities, if permitted in the zone, showing type, location and height of screening devices, including trash and recycling storage locations and their pick up locations.
11. Location and depth of all proposed grading, filling, ditching and excavating unless a grading plan is required by F below.
12. North arrow and map scale.
13. Significant terrain features and landforms.
14. Bodies of water and watercourses.

NON RESIDENTIAL DEVELOPMENT

15. Signs: Locations, size, height, material and method of illumination.
16. Loading: Location, dimensions, internal circulation and access from public right-of-way.
17. General locations for all temporary facilities associated with a commercial event.

C. Material Samples - As part of a complete application, material samples for all exterior surfaces of proposed structures shall be submitted. Material samples may be paint samples, stain samples, a piece of the physical construction material, brochures, manufactures specifications, or other material or information that is adequate to represent the final exterior appearance. Samples shall be required for all exterior parts of proposed structure(s) including but not limited to:

1. Main
2. Trim or Secondary
3. Roof. The roof shall be constructed of fire resistant material.
4. Window frames, sills, and sashes
5. Doors, including garage doors, and
6. Hooding for exterior lighting

D. Landscaping Plan - A detailed plan for landscaping which shall clearly illustrate:
(The landscaping plan may be included on the site plan if there is adequate detail to show all of the required information.)

1. The location, height and species of existing trees and vegetation. Indicate which are proposed to be removed. The landscaping plan shall include detailed information to the level of individual trees and groupings of vegetation for the proposed development area and all topographically visible corridors between the proposed development area and Key Viewing Areas. The landscaping information for the remainder of the property may be generalized.
2. The location, height and species of individually proposed trees and vegetation groupings.
3. Indicate the fifty (50) foot fuel break surrounding each new building and how this area will meet hazardous fuels reduction standards.

Irrigated or fire resistant vegetation may be planted within the fuel break. This could include green lawns and low shrubs (less than 24 inches in height). Trees should be spaced with greater than fifteen (15) feet between the crowns and pruned to remove dead and low [less than eight (8) feet] branches. Accumulated leaves, needles, and other dead vegetation shall be removed from beneath trees.

4. The location of automatic sprinkler systems or other irrigation provisions to ensure survival of landscape planting for screening purposes.

E. Elevation Drawing - Elevation drawings shall show the appearance of all sides of proposed structures and shall include natural grade, finished grade, and the geometrical exterior of at least the length and width of structures as seen from a horizontal view. Elevation drawings shall be drawn to scale.

F. Grading Plan

1. All applications for structural development, except for trails in the SMA, involving more than 100 cubic yards of grading with slopes greater than 10 percent shall include a grading plan.
2. All proposed structural development involving more than 200 cubic yards of grading on sites visible from Key Viewing Areas shall include a grading plan
3. All grading plans shall include the following:
 - a. A map of the site, prepared at a scale of 1 inch equals 200 feet (1:2,400) or a scale providing greater detail, with contour intervals of at least 5 feet, including:

- (1)** Natural and finished grades.
 - (2)** Location of all areas to be graded, with cut banks and fill slopes delineated.
 - (3)** Estimated dimensions of graded areas.
- b.** A narrative description (may be submitted on the grading plan site map and accompanying drawings) of the proposed grading activity, including:
- (1)** Its purpose.
 - (2)** An estimate of the total volume of material to be moved.
 - (3)** The height of all cut banks and fill slopes.
 - (4)** Provisions to be used for compactions, drainage, and stabilization of graded areas. (Preparation of this information by a licensed engineer or engineering geologist is recommended.)
 - (5)** A description of all plant materials used to revegetate exposed slopes and banks, including the species, number, size, and location of plants, and a description of irrigation provisions or other measures necessary to ensure the survival of plantings.
 - (6)** A description of any other interim or permanent erosion control measures to be used.

SECTION 14.100 Provisions For All New Development (GMA & SMA)

- A. All new development, except uses allowed through the expedited review process, shall be reviewed under the applicable sections of Key Viewing Areas, Scenic Travel Corridors, Landscape Settings, Natural Resources, Cultural Resources, and Recreation Resources.

SITING

- B. New buildings and roads shall be sited and designed to retain the existing topography and to minimize grading activities to the maximum extent practicable.

DESIGN/COLOR

- C. New buildings shall be compatible with the general scale (height, dimensions and overall mass) of existing nearby development. Expansion of existing development shall comply with this guideline to the maximum extent practicable.
- D. Unless expressly exempted by other provisions, colors of all exterior surfaces of structures on sites not visible from Key Viewing Areas shall be earth-tones found at the specific site or in the surrounding landscape. The specific colors or list of acceptable colors shall be included as a condition of approval. The Scenic Resources Implementation Handbook will include a recommended palette of colors. (SMA ONLY)
- E. Additions to existing buildings smaller in total square area than the existing building may be the same color as the existing building unless the additional square footage will result in the building not being visually subordinate. Additions larger than the existing building shall be of dark earth-tone colors found at the specific site or in the surrounding landscape. The specific colors or list of acceptable colors shall be included as a condition of approval. The *Scenic Resources Implementation Handbook* will include a recommended palette of colors.
- F. Outdoor lighting shall be directed downward, sited, limited in intensity, shielded and hooded in a manner that prevents the lighting from projecting onto adjacent properties, roadways, and the Columbia River as well as preventing the lighting from being highly visible from Key Viewing Areas and from noticeably contrasting with the surrounding landscape setting. Shielding and hooding materials shall be composed of nonreflective opaque materials. There shall be no visual pollution due to the siting or brilliance, nor shall it constitute a hazard for traffic.

LANDSCAPING

- G. All ground disturbance as a result of site development shall be revegetated no later than the next planting season (Oct-April) with native species. The property owners

and their successors in interest shall be responsible for survival of planted vegetation, and replacement of such vegetation that does not survive.

- H. Except as is necessary for site development or fire safety purposes, the existing tree cover screening the development area on the subject parcel from Key Viewing Areas and trees that provide a back drop on the subject parcel which help the development area achieve visual subordination, shall be retained. Additionally, unless allowed to be removed as part of the review use, all trees and vegetation within buffer zones for wetlands, streams, lakes, ponds and riparian areas shall be retained in their natural condition. Any of these trees or other trees required to be planted as a condition of approval that die for any reason shall be replaced by the current property owner or successors in interest no later than the next planting season (Oct-April) after their death with trees of the same species or from the list in the landscape setting for the property.

To ensure survival, new trees and replacement trees shall meet the following requirements

1. All trees shall be at least 4 feet tall at planting, well branched, and formed.
2. Each tree shall be braced with 3 guy wires and protected from livestock and wildlife. The guy wires need to be removed after two winters.
3. The trees must be irrigated until they are well established.
4. Trees that die or are damaged shall be replaced with trees that meet the planting requirements above.

SECTION 14.200 Key Viewing Areas

The following is required for all development that occurs on parcels/lots topographically visible from Key Viewing Areas.

- A.** Each development and land use shall be visually subordinate to its setting in the GMA and meet the required scenic standard (visually subordinate or visually not evident) in the SMA as seen from Key Viewing Areas. The extent and type of conditions applied to a proposed development to achieve visual subordination shall be proportionate to its potential visual impacts as seen from Key Viewing Areas.
 - 1.** Decisions shall include written findings addressing the factors influencing potential visual impact including but not limited to:
 - a.** The number of Key Viewing Areas it is visible from;
 - b.** The distance from the building site to the Key Viewing Areas it is visible from;
 - c.** The linear distance along the Key Viewing Areas from which the building site is visible (for linear Key Viewing Areas, such as roads and the Columbia River);
 - d.** The difference in elevation between the building site and Key Viewing Areas;
 - e.** The nature and extent of topographic and vegetative back screening behind the building site as seen from Key Viewing Areas;
 - f.** The amount of area of the building site exposed to Key Viewing Areas; and
 - g.** The degree of existing vegetation providing screening.
 - 2.** Conditions may be applied to various elements of proposed developments to ensure they are visually subordinate to their setting in the GMA and meet the required scenic standard (visually subordinate or visually not evident) in the SMA as seen from key viewing areas, including but not limited to:
 - a.** siting (location of development on the subject property, building orientation, and other elements);
 - c.** design (color, reflectivity, size, shape, height, architectural and design details and other elements); and
 - d.** new landscaping.

SITING

- B.** New development shall be sited to achieve visual subordination from Key Viewing Areas, unless the siting would place such development in a buffer specified for protection of wetlands, riparian corridors, endemic and listed plants, sensitive wildlife sites or conflict with standards to protect cultural resources. In such situations, development shall comply with this standard to the maximum extent practicable. (GMA Only)
- C.** New development shall be sited to achieve visual subordination utilizing existing topography, and/or existing vegetation as needed in the GMA and meet the required scenic standard (visually subordinate or visually not evident) in the SMA from Key Viewing Areas.
- D.** Driveways and buildings shall be designed and sited to minimize visibility of cut banks and fill slopes from Key Viewing Areas.
- E.** The silhouette of new buildings shall remain below the skyline of a bluff, cliff or ridge as seen from Key Viewing Areas. A variance in the General Management Area may be granted according to Chapter 6 if application of the guidelines would leave the owner without a reasonable economic use. The variance shall be the minimum necessary to allow the use and may be applied only after all reasonable efforts to modify the design, building height and site to comply with the criteria have been made.
- F.** An alteration to a building built prior to November 17, 1986, which already protrudes above the skyline of a bluff, cliff or ridge as seen from a Key Viewing Area, may itself protrude above the skyline if:

 - 1. The altered building, through use of color, landscaping and/or other mitigation measures, contrasts less with its setting than before the alteration; and
 - 2. There is no practicable alternative means of altering the building without increasing the protrusion.
- G.** Except for water-dependent development and for water-related recreation development, development shall be set back 100 feet from the ordinary high water mark of the Columbia River below Bonneville Dam, and 100 feet from the normal pool elevation of the Columbia River above Bonneville Dam, unless the setback would render a property unbuildable. In such cases, variances to this guideline may be authorized according to Chapter 6 of this Ordinance. In the SMA the setbacks described above shall be 200 feet.
- H.** New buildings shall not be permitted on lands visible from Key Viewing Areas with slopes in excess of 30 percent. Variances to this guideline may be authorized

according to Chapter 6 of this Ordinance if its application would render a property unbuildable. In determining the slope, the average percent slope of the proposed building site shall be utilized.

Design/Color

- I. Unless expressly exempted by other provisions in this chapter, colors of all exterior surfaces of structures visible from Key Viewing Areas shall be dark earth-tones found at the specific site or in the surrounding landscape. The specific colors or list of acceptable colors shall be included as a condition of approval. The Scenic Resources Implementation Handbook will include a recommended palette of colors.
- J. The exterior of buildings in the GMA and structures in the SMA on lands seen from Key Viewing Areas shall be composed of nonreflective materials or materials with low reflectivity, unless the structure would be fully screened from all key viewing areas by existing topographic features. The Scenic Resources Implementation Handbook will include a list of recommended exterior materials. These recommended materials and other materials may be deemed consistent with this criterion, including those where the specific application meets recommended thresholds in the "Visibility and Reflectivity Matrices" in the Implementation Handbook (once they are created). Continuous surfaces of glass unscreened from Key Viewing Areas shall be limited to ensure visual subordination. Recommended square footage limitations for such surfaces will be provided for guidance in the Implementation Handbook.

Landscaping

- K. The following criteria shall apply to new landscaping used to screen development from Key Viewing Areas:
 - 1. New landscaping (including new earth berms) shall be required only when application of all other available guidelines in this chapter is not sufficient to make the development visually subordinate in the GMA and meet the required scenic standard (visually subordinate or visually not evident) in the SMA from Key Viewing Areas. Alternate sites shall be considered prior to using new landscaping to achieve visual subordination. Development shall be sited to avoid the need for new landscaping wherever possible.
 - 2. If new landscaping is required to make a proposed development visually subordinate in the GMA and meet the required scenic standard (visually subordinate or visually not evident) in the SMA from Key Viewing Areas, existing on-site vegetative screening and other visibility factors shall be analyzed to determine the extent of new landscaping, and the size of new trees needed to achieve the standard. Any vegetation planted pursuant to this criterion shall be sized to provide sufficient screening to make the development visually subordinate within five years or less from the commencement of construction.

3. Unless as specified otherwise by provisions in this chapter, landscaping shall be installed as soon as practicable, and prior to project completion.
4. Conditions regarding new landscaping or retention of existing vegetation for new developments shall meet both scenic guidelines and the fuel break guidelines listed in the fire protection standards for each zone.

MISCELLANEOUS

- L. Determination of potential visual effects and compliance with visual subordination policies shall include consideration of the cumulative effects of proposed developments.
- M. New main lines on lands visible from Key Viewing Areas for the transmission of electricity, gas, oil, other fuels, or communications, except for connections to individual users or small clusters of individual users, shall be built in existing transmission corridors unless it can be demonstrated that use of existing corridors is not practicable. Such new lines shall be underground as a first preference unless it can be demonstrated to be impracticable.
- N. New communication facilities (antennae, dishes, etc.) on lands visible from Key Viewing Areas, which require an open and unobstructed site shall be built upon existing facilities unless it can be demonstrated that use of existing facilities is not practicable.
- O. New communications facilities may protrude above a skyline visible from a Key Viewing Area only upon demonstration that:
 1. The facility is necessary for public service;
 2. The break in the skyline is seen only in the background; and
 3. The break in the skyline is the minimum necessary to provide the service.
- P. Overpasses, safety and directional signs and other road and highway facilities may protrude above a skyline visible from a Key Viewing Area only upon a demonstration that:
 1. The facility is necessary for public service;
 2. The break in the skyline is the minimum necessary to provide the service.
- Q. In addition to all applicable criteria above, all Mineral and Aggregate related uses on lands visible from Key Viewing Areas shall meet all applicable criteria in Chapter 10.

R. In addition to the GMA standards, the following will be required in the SMA.

1. New developments and land uses shall be evaluated to ensure that the required scenic standard is met and that scenic resources are not adversely affected, including cumulative effects, based on the degree of visibility from Key Viewing Areas.
2. Sites approved for development to achieve scenic standards shall be consistent with guidelines to protect wetlands, riparian corridors, sensitive plant or wildlife sites and the buffer zones of each of these natural resources, and guidelines to protect cultural resources.
3. In all landscape settings, scenic standards in Table below shall be met by blending new development with the adjacent natural landscape elements rather than with existing development.

Comment [WC1]: These were listed in the MP. Added into the NSA LUDO to align.

REQUIRED SMA SCENIC STANDARDS		
LANDSCAPE SETTING	LAND USE DESIGNATION	SCENIC STANDARD
Coniferous Woodland, Oak-Pine Woodland	Forest (National Forest Lands), Open Space	Not Visually Evident
River Bottomlands	Open Space	Not Visually Evident
Gorge Walls, Canyonlands, Wildlands	Forest, Agriculture, Public Recreation, Open Space	Not Visually Evident
Coniferous Woodland, Oak-Pine Woodland	Forest, Agriculture, Residential, Public Recreation	Visually Subordinate
Residential	Residential	Visually Subordinate
Pastoral	Forest, Agriculture, Public Recreation, Open Space	Visually Subordinate
River Bottomlands	Forest, Agriculture, Public Recreation	Visually Subordinate

4. Structure height shall remain below the average tree canopy height of the natural vegetation adjacent to the structure, except if it has been demonstrated that meeting this criterion is not feasible considering the function of the structure.
5. Seasonal lighting displays shall be permitted on a temporary basis, not to exceed 3 months.
6. Proposed developments or land uses shall be sited to achieve the applicable scenic standard. Development shall be designed to fit the natural topography, to

take advantage of landform and vegetation screening, and to minimize visible grading or other modifications of landforms, vegetation cover, and natural characteristics. When screening of development is needed to meet the scenic standard from key viewing areas, use of existing topography and vegetation shall be given priority over other means of achieving the scenic standard such as planting new vegetation or using artificial berms.

S. The following are not required to meet scenic standards:

1. Uses and activities in Developed Settings as specified in 14.400(J), Landscape Settings.
2. Rehabilitation of or modification of significant historic structures, carried out in compliance with the National Register of Historic Places guidelines (SMA)/National Parks Service regulations for such structures (GMA). To be eligible for such exemption, the structure must be included in or eligible for the National Register of Historic Places or be in the process of applying for a determination of significance pursuant to such regulations. Rehabilitation of or modifications to structures meeting this guideline shall be consistent with National Park Service regulations for such structures.
3. Shoreline developments, uses and activities on the mainstream of the Columbia River that are adjoining Urban Areas.

SECTION 14.300 Scenic Travel Corridors (GMA & SMA)

- A.** Several state and federal highways, renowned as highly scenic travel and recreation corridors, traverse the National Scenic Area. These travelways parallel the Columbia River and several of its major tributaries. Among these well-known roads are the Historic Columbia River Highway and Interstate 84 (recently designated as one of the most scenic highways in America by Rand McNally).

The "Scenic Travel Corridors" program in the Management Plan acknowledges the importance of these travelways to the National Scenic Area. It provides measures to protect and enhance the scenic qualities of the landscapes within the foregrounds of these roads. Many of the standards included in this section require implementing actions from the state agencies charged with managing these scenic byways, in coordination with local governments.

- B.** The Historic Columbia River Highway and Interstate 84 are designated as Scenic Travel Corridors. Development along these corridors shall be subject to the following standards:
1. For the purposes of implementing this section, the foreground of a Scenic Travel Corridor shall include those lands within one-quarter mile of the edge of pavement of the Scenic Travel Corridor roadway.
 2. All new buildings and alterations to existing buildings shall be set back at least 100 feet from the edge of pavement of the Scenic Travel Corridor roadway. A variance to this setback requirement may be granted pursuant to Chapter 6. All new parking lots and expansions of existing parking lots shall be set back at least 100 feet from the edge of pavement of the Scenic Travel Corridor roadway, to the maximum extent practicable.
 3. Additions to existing buildings or expansion of existing parking lots located within 100 feet of the edge of pavement of a Scenic Travel Corridor roadway shall comply with standard 2 of this subsection to the maximum extent practicable.
 4. All proposed vegetation management projects in public rights-of-way to provide or improve views shall include the following:
 - a. An evaluation of potential visual impacts of the proposed project as seen from any Key Viewing Area;
 - b. An inventory of any rare plants, special wildlife habitat, wetlands or riparian areas on the project site. If such resources are determined to be present, the project shall comply with applicable Management Plan guidelines to protect the resources.

5. When evaluating which locations to consider undergrounding of signal wires or powerlines, railroads and utility companies shall prioritize those areas specifically recommended as extreme or high priorities for undergrounding in the *Columbia River Gorge National Scenic Area Corridor Visual Inventory*, prepared in April, 1990.
 6. New production and/or development of mineral resources proposed within one-quarter mile of the edge of pavement of a Scenic Travel Corridor may be allowed upon a demonstration that full visual screening of the site from the Scenic Travel Corridor can be achieved by use of existing topographic features or existing vegetation designed to be retained through the planned duration of the proposed project. An exception to this may be granted if planting of new vegetation in the vicinity of the access road to the mining area would achieve full screening. If existing vegetation is partly or fully employed to achieve visual screening, over 75 percent of the tree canopy area shall be coniferous species providing adequate winter screening. Mining and associated primary processing of mineral resources is prohibited within 100 feet of a Scenic Travel Corridor, as measured from the edge of pavement, except for access roads. An interim time period to achieve compliance with full screening requirements shall be established prior to approval. The interim time period shall be based on site-specific topographic and visual conditions, but shall not exceed one year beyond the date of approval. Quarrying activity occurring prior to achieving compliance with full screening requirements shall be limited to activities necessary to provide such screening (creation of berms, etc.).
 7. Expansion of existing quarries may be allowed pursuant to Section 10.300(B)(2). Compliance with visual subordination requirements shall be achieved within timeframes specified in Section 10.300(B)(3). **(GMA Only)**
- C. In the SMA the following additional criteria shall apply to development within the immediate foregrounds of Key Viewing Areas. Immediate foregrounds are defined as within the developed prism of a road or trail KVA or within the boundary of the developed area.
1. The proposed development shall be designed and sited to meet the applicable scenic standard from the foreground of the subject KVA. If the development cannot meet the standard, findings must be made documenting why the project cannot meet the requirements in the previous section and why it cannot be redesigned or wholly or partly relocated to meet the scenic standard.
 2. Findings must evaluate the following:
 - a. The limiting factors to meeting the required scenic standard and/or applicable guidelines from the previous section,
 - b. Reduction in project size;

- c. Options for alternative sites for all or part of the project, considering parcel configuration and on-site topographic or vegetative screening;
 - d. Options for design changes including changing the design shape, configuration, color, height, or texture in order to meet the scenic standard.
- 3. Form, line, color, texture, and design of a proposed development shall be evaluated to ensure that the development blends with its setting as seen from the foreground of key viewing areas:
 - a. Form and Line-Design of the development shall minimize changes to the form of the natural landscape. Development shall borrow form and line from the landscape setting and blend with the form and line of the landscape setting. Design of the development shall avoid contrasting form and line that unnecessarily call attention to the development.
 - b. Color-Color shall be found in the project's surrounding landscape setting. Colors shall be chosen and repeated as needed to provide unity to the whole design.
 - c. Texture-Textures borrowed from the landscape setting shall be emphasized in the design of structures. Landscape textures are generally rough, irregular, and complex rather than smooth, regular, and uniform.
 - d. Design-Design solutions shall be compatible with the natural scenic quality of the Gorge. Building materials shall be natural or natural appearing. Building materials such as concrete, steel, aluminum, or plastic shall use form, line color and texture to harmonize with the natural environment. Design shall balance all design elements into a harmonious whole, using repetition of elements and blending of elements as necessary.
- 4. Screening from key viewing areas shall be encouraged for existing and required for new road maintenance, warehouse, and stockpile areas.

SECTION 14.400 Landscape Settings (GMA & SMA)

Landscape settings are the combination of land uses, landforms and vegetation patterns which distinguish an area in appearance and character from other portions of the National Scenic Area.

Landscape Setting goals, policies and guidelines, as defined and identified in the Management Plan, represent a long-term vision of scenic protection as expressed in the landscape. The following design standards are provided to ensure that new developments are compatible with and maintain the character of their settings. These standards are not intended to limit imagination, variety or creative design solutions.

The Scenic Resources Implementation Handbook shall include recommended species for each landscape setting and minimum recommended sizes of new trees planted (based on average growth rates expected for recommended species).

A. Pastoral Landscape Setting

GMA Only

1. Accessory structures, outbuildings and accessways shall be clustered together as much as possible, particularly towards the edges of existing meadows, pastures and farm fields.
2. In portions of this setting visible from Key Viewing Areas, the following standards shall be employed to achieve visual subordination for new development and expansion of existing development:
 - a. Vegetative landscaping shall, where feasible, retain the open character of existing pastures and fields.
 - b. At least half of any trees planted for screening purposes shall be species native to the setting or commonly found in the area. Such species include fruit trees, Douglas fir, Lombardy poplar (usually in rows), Oregon white oak, bigleaf maple, and black locust (primarily in the eastern Gorge).
 - c. At least one-quarter of any trees planted for screening shall be coniferous for winter screening.

SMA Only

3. Pastoral areas shall retain the overall appearance of an agricultural landscape. The use of plant species in rows as commonly found in the landscape setting is encouraged. The use of plant species common to the landscape setting shall be encouraged.

B. Coniferous Woodland Landscape Setting

GMA Only

1. Structure height shall remain below the forest canopy level.
2. In portions of this setting visible from Key Viewing Areas, the following standards shall be employed to achieve visual subordination for new development and expansion of existing development:
 - a. At least half of any trees planted for screening purposes shall be species native to the setting. Such species include: Douglas fir, grand fir, western red cedar, western hemlock, bigleaf maple, red alder, ponderosa pine and Oregon white oak, and various native willows (for riparian areas).
 - b. At least half of any trees planted for screening purposes shall be coniferous to provide winter screening.

SMA Only

3. Woodlands areas shall retain the overall appearance of a woodland landscape. New developments and land uses shall retain the overall visual character of the natural appearance of the Coniferous Woodland landscape.
 - a. Use of plant species native to the landscape setting shall be encouraged. Where non-native plants are used, they shall have native appearing characteristics.
 - b. Buildings shall be encouraged to have a vertical overall appearance.

C. Oak-Pine Woodland Landscape Setting

GMA Only

1. Structure height shall remain below the tree canopy level in wooded portions of this setting.
2. In portions of this setting visible from Key Viewing Areas, the following standards shall be employed to achieve visual subordination for new development and expansion of existing development.
 - a. At least half of any tree species planted for screening purposes shall be species native to the setting. Such species include: Oregon white oak, ponderosa pine, Douglas fir.

- b. At least half of any trees planted for screening purposes shall be coniferous to provide winter screening.

For substantially wooded portions:

- c. Except as is necessary for construction of access roads, building pads, leach fields, etc., the existing tree cover screening the development from Key Viewing Areas shall be retained.

Comment [WC2]: Included in Management Plan. Added to align with the NSA LUDO

For treeless portions or portions with scattered tree cover:

- d. Structures shall be sited on portions of the property which provide maximum screening from Key Viewing Areas utilizing existing topographic features.
- e. Patterns of plantings for screening vegetation shall be in character with the surroundings. Residences in grassy, open areas or savannahs shall be partly screened with trees in small groupings and openings between groupings.
- f. Accessory structures, outbuildings and accessways shall be clustered together as much as possible, particularly towards the edges of existing meadows, pastures and farm fields.

SMA Only

- 3. Woodland areas should retain the overall appearance of a woodland landscape. New developments and land uses shall retain the overall visual character of the natural appearance of the Oak/Pine Woodland landscape.
 - a. Use of plant species native to the landscape setting shall be encouraged. Where non-native plants are used, they shall have native appearing characteristics.
 - b. Buildings shall be encouraged to have horizontal overall appearance.

D. Grassland Landscape Setting

GMA Only

- 1. Accessory structures, outbuildings and accessways shall be clustered together as much as possible. Exceptions to this criterion, where necessary for farming operations, are permitted.
- 2. In portions of this setting visible from Key Viewing Areas, the following standard shall be employed to achieve visual subordination standards for new development and expansion of existing development:

- a. Structures shall be sited on portions of the property which provide maximum screening from Key Viewing Areas utilizing existing topographic features.
- b. Lower structures which emphasize horizontal lines and blend with this sweeping landscape shall be encouraged rather than very tall structures.
- c. Planting of trees for screening shall not be extensive, in character with the openness of this setting. Where utilized, screening vegetation shall either tie in with near-by riparian vegetation in seasonal drainages or emulate windrows. At least half of any trees planted for screening purposes shall be species native to the setting or commonly found in the area. Such species include: Oregon white oak, Lombardy poplar, black locust, black cottonwood (wet locations), Russian olive and ponderosa pine.

E. Rural Residential Landscape Setting

GMA Only

1. In portions of this setting visible from Key Viewing Areas, and not exempt from visual subordination standards (see J below), the following standards shall be employed to achieve visual subordination for new development:
 - a. At least half of any trees planted for screening purposes shall be species native to the setting or commonly found in the area.
 - b. At least half of any trees planted for screening purposes shall be coniferous to provide winter screening.

F. Rural Residential/Pastoral, Coniferous Woodland or Oak-Pine Woodland Landscape Setting

GMA Only

1. New development in this setting shall meet the design standards described for both the Rural Residential setting and the more rural setting with which it is combined (either Pastoral, Coniferous Woodland, or Oak-Pine Woodland), unless it can be demonstrated that compliance with the guidelines for the more rural setting is impracticable. Expansion of existing development shall comply with this guideline to the maximum extent practicable.
2. In the event of a possible conflict between the two sets of standards, the standards for the more rural setting (Coniferous Woodland, Pastoral, or Oak-Pine Woodland) shall apply, unless it can be demonstrated that application of such standards would not be practicable.

Comment [WC3]: This was in the Management Plan. Added to the NSA LUDO to align.

G. Residential Landscape Setting

GMA Only

1. In portions of this setting visible from Key Viewing Areas *and not exempt from visual subordination* standards (see J below), the following standards shall be employed to achieve visual subordination for new development and expansion of existing development:
 - a. Structures' exteriors shall be non-reflective unless fully screened from Key Viewing Areas with existing vegetation and/or topography.
 - b. At least half of any trees planted for screening purposes shall be species native to the setting or commonly found in the area.
 - c. At least half of any trees planted for screening purposes shall be coniferous to provide winter screening.

Comment [WC4]: This is within the Management Plan, added to NSA LUDO to align.

SMA Only

2. The Residential setting is characterized by concentrations of dwellings.
 - a. Use of plant species native to the landscape setting shall be encouraged. Where non-native plants are used, they shall have native appearing characteristics.
 - b. At Rowena Dell, new buildings shall have a rustic appearance and use natural materials.

H. River Bottomlands Landscape Setting

GMA Only

1. In portions of this setting visible from Key Viewing Areas, the following standards shall be employed to achieve visual subordination for new development and expansion of existing development:
 - a. At least half of any trees planted for screening purposes shall be species native to the River Bottomland setting. Public recreation developments are encouraged to maximize the percentage of planted screening vegetation native to this setting. Such native species include: black cottonwood, bigleaf maple, red alder, Oregon white ash, Douglas fir, western red cedar and western hemlock (west Gorge) and various native willow species.
 - b. At least one-quarter of any trees planted for screening purposes shall be coniferous for winter screening.

SMA Only

2. River bottomlands shall retain the overall visual character of a floodplain and associated islands:
 - a. Buildings shall have an overall horizontal appearance in areas with little tree cover.
 - b. Use of plant species native to the landscape setting shall be encouraged. Where non-native plants are used, they shall have native-appearing characteristics.

I. Gorge Walls, Canyonlands and Wildlands Landscape Setting

GMA Only

1. New development and expansion of existing development shall be screened so as to not be seen from Key Viewing Areas to the maximum extent practicable.
2. All trees planted to screen permitted development and uses from Key Viewing Areas shall be native to the area.
3. All buildings shall be limited in height to 1 1/2 stories.
4. The exteriors of structures shall be non-reflective.
5. Signage shall be limited to natural materials such as wood or stone, and natural colors (GMA only) or earth-tone colors (SMA or GMA), unless public safety concerns or federal or state highway standards require otherwise.

Comment [WC5]: This is in the Management Plan, added to the NSA LUDO to better align.

SMA Only

6. New developments and land uses shall retain the overall visual character of the natural appearing landscape:
 - a. Structures, including signs, shall have a rustic appearance, use non-reflective materials, have low contrast with the surrounding landscape, and be of Cascadian architectural style.
 - b. Temporary roads must be promptly closed and revegetated.
 - c. New utilities must be below ground surface, where feasible.
 - d. Use of plant species non-native to the Columbia River Gorge shall not be allowed.

J. Special Settings

GMA Only

1. Two landscape settings in Wasco County are considered developed settings: Rural Residential and Residential. Of all General Management Area lands in these two settings, two particular areas which are not visually sensitive have been identified. New development in these settings shall be compatible with the setting, but not necessarily visually subordinate. New developments in these settings are exempt from the color and siting guidelines in the Key Viewing Areas section of this chapter. These areas are:
 - a. Murray's Addition subdivision, The Dalles (Residential)
 - b. Two small areas south of The Dalles in Sections 9 and 10, Township 1N, Range 13E (Residential).
2. The Gorge Discovery Center site at Crates Point is designated River Bottom lands. The scope of development planned for the site may not make visual subordination possible. The Discovery Center site shall be designed and developed to be visually subordinate from Key Viewing Areas and compatible with its landscape setting to the maximum extent possible.

K. The following guidelines shall apply to new landscaping used to screen development from key viewing areas: **(SMA Only)**

1. New landscaping (including new earth berms) to achieve the required scenic standard from key viewing areas shall be required only when application of all other available guidelines in this chapter is not sufficient to make the development meet the scenic standard from key viewing areas. Development shall be sited to avoid the need for new landscaping wherever possible.
2. If new landscaping is necessary to meet the required standard, existing on-site vegetative screening and other visibility factors shall be analyzed to determine the extent of new landscaping, and the size of new trees needed to achieve the standard. Any vegetation planted pursuant to this guideline shall be sized to provide sufficient screening to meet the scenic standard within five years or less from the commencement of construction.
3. Landscaping shall be installed as soon as practicable, and prior to project completion. Applicants and successors in interest for the subject parcel are responsible for the proper maintenance and survival of planted vegetation, and replacement of such vegetation that does not survive.

4. The Building in the Scenic Area Handbook includes recommended species for each landscape setting consistent with the Landscape Settings Design Guidelines in this chapter, and minimum recommended sizes of new trees planted (based on average growth rates expected for recommended species).

Comment [WC6]: In the Management Plan, but not in the NSA LUDO. Added to align

Section 14.500 Cultural Resources (GMA Only)

A. Purpose:

1. Protect and enhance cultural resources.
2. Ensure that proposed development and uses do not have an adverse effect on significant cultural resources.

B. Applicability of the Cultural Resource Reconnaissance and Historic Survey Requirements

1. The reconnaissance survey standards of C, Cultural Resource Reconnaissance and Historic Survey, apply until a cultural resource survey of the General Management Areas is complete.

a. A reconnaissance survey shall be required for all proposed uses, except:

- (1) The modification, expansion, replacement, or reconstruction of existing buildings and structures.
- (2) Proposed uses that would not disturb the ground, including:
 - (a) land divisions and lot-line adjustments/replats;
 - (b) storage sheds that do not require a foundation;
 - (c) low-intensity recreation uses, such as fishing, hunting, and hiking;
 - (d) installation of surface chemical toilets;
 - (e) hand treatment of brush within established rights-of-way; and
 - (f) new uses of existing structures.
- (3) Proposed uses that involve minor ground disturbance, as defined by depth and extent, including:
 - (a) repair and maintenance of lawfully constructed and serviceable structures;
 - (b) home gardens;
 - (c) live-stock grazing;

- (d) cultivation that employs minimum tillage techniques, such as replanting pastures using a grassland drill;
- (e) construction of fences;
- (f) new utility poles that are installed using an auger, post-hole digger, or similar implement; and
- (g) placement of mobile homes where septic systems and underground facilities are not involved.

The Gorge Commission will review all land use applications and determine if proposed uses would have a minor ground disturbance.

- (4) Proposed uses that occur on sites that have been disturbed by human activities, provided the proposed uses do not exceed depth and extent of existing ground disturbance.
 - (a) To qualify for this exception, a project applicant must demonstrate that land disturbing activities occurred in the project area.
 - (b) Land disturbing activities include grading and cultivation.
- (5) Proposed uses that would occur on sites that have been adequately surveyed in the past.
 - (a) The project applicant must demonstrate that the project area has been adequately surveyed to qualify for this exception.
 - (b) Past surveys must have been conducted by a qualified professional and must include a surface survey and subsurface testing.
 - (c) The nature and extent of any cultural resources in the project area must be adequately documented.
- (6) Proposed uses occurring in areas that have a low probability of containing cultural resources, except:
 - (a) residential development that involves two or more new dwellings for the same project applicant;
 - (b) recreation facilities that contain parking areas for more than 10 cars, overnight camping facilities, boat ramps, and visitor information and

environmental education facilities;

(c) public transportation facilities that are outside improved rights-of-way;

(d) electric facilities, lines, equipment, and appurtenances that are 33 kilovolts or greater; and

(e) communications, water and sewer, and natural gas transmission (as opposed to distribution) lines, pipes, equipment, and appurtenances.

Areas that have a low probability of containing cultural resources will be identified using the results of reconnaissance surveys conducted by the Gorge Commission, the U.S. Forest Service, public agencies, and private archaeologists.

- b. A reconnaissance survey shall be required for all proposed uses within 500 feet of a known cultural resource, including those listed above in (a)(1) through (6). The location of known cultural resources are shown in the cultural resource inventory.
2. A historic survey shall be required for all proposed uses that would alter the exterior architectural appearance of buildings and structures that are 50 years old or older, or compromise features of the surrounding area that are important in defining the historic or architectural character of the buildings or structures that are 50 years old or older.
3. The Gorge Commission will conduct and pay for all reconnaissance and historic surveys for small-scale uses in the General Management Area.
 - a. When archaeological resources or traditional cultural properties are discovered, the Gorge Commission also will identify the approximate boundaries of the resource or property and delineate a reasonable buffer zone.
 - b. Reconnaissance surveys and buffer zone delineations for large-scale uses shall be the responsibility of the project applicant.
 - c. The Gorge Commission will conduct and pay for evaluations of significance and mitigation plans for cultural resources that are discovered during construction, subsection G, for small and large-scale uses in the General Management Area.
 - d. For this Ordinance, large-scale uses include development involving:
 - (1) two or more new residential dwellings;
 - (2) recreation facilities;
 - (3) commercial and industrial development;

- (4) public transportation facilities;
 - (5) electric facilities, lines, equipment, and appurtenances that are 33 kilovolts or greater;
 - (6) communications, water and sewer, and natural gas transmission (as opposed to distribution) lines, pipes, equipment, and appurtenances; and
 - (7) disposal sites
4. The primary responsibility and cost of preparing an Evaluation of Significance D; Assessment of Affect, E; or Mitigation Plan, F, shall be borne by the project applicant.
- a. If the applicant has no practicable alternative, according to (5) below, Practicable Alternative Test, allowing them to avoid an affected cultural resource, or is seeking to make a change or addition to a historic resource, the Forest Service has agreed to provide services to aid in the preparation of the Evaluation of Significance, Assessment of Effect, or Mitigation Plan to the greatest extent possible.
 - b. The responsibility for and cost of any development necessary to protect or mitigate effects on the cultural resource shall be borne by the project applicant.
5. All cultural resource surveys, evaluations, assessments, and mitigation plans shall be performed by professionals whose expertise reflects the type of cultural resources that are involved. Principal investigators shall meet the professional standards published in 36 Code of Federal Regulations (CFR) Part 61 and Guidelines for evaluating and Documenting Traditional Cultural Properties (Parker and King, no date).
- a. If cultural resources may be affected by a proposed use, an evaluation shall be performed to determine if they are significant. Cultural resources are significant if one of the following criteria is satisfied:
 - (1) The cultural resources are included in, or eligible for inclusion in, the National Register of Historic Places.
- The criteria for evaluating the eligibility of cultural resources for the National Register of Historic Places appear in the "National Register Criteria for Evaluation" (36 CFR 60.4). Cultural resources are eligible for the National Register of Historic Places if they possess integrity of location, design, setting, materials, workmanship, feeling, and association. In addition, they must meet one or more of the following criteria:
- (1) Have an association with events that have made a

significant contribution to the broad patterns of the history of this region.

- (2) Have an association with the lives of persons significant in the past.
- (3) Embody the distinctive characteristics of a type, period, or method of construction, or represent the work of a master, or possess high artistic values, or represent a significant and distinguishable entity whose components may lack individual distinction.
- (4) Yield, or may be likely to yield, information important in prehistory or history.

- (2) The cultural resources are determined to be culturally significant by an Indian tribal government, based on criteria developed by that Indian tribal government and filed with the Gorge Commission.

- b. If a project applicant's and Indian tribal government's evaluations of significance contradict, the Cultural Advisory Committee (CAC) shall review the applicant's evaluation and Indian tribal government's substantiated concerns. The CAC will submit a recommendation to the local government as to whether affected cultural resources are significant.
- c. If cultural resources are determined to be significant, there shall be a professional assessment of the effects of the proposed use. The assessment shall be based on the criteria published in "Protection of Historic Properties" (36 CFR 800.5).
- d. A mitigation plan shall be prepared if a proposed use would have an adverse effect on significant cultural resources. The criteria published in "Resolution of Adverse Effects" (36 CFR 800.6) shall be used to determine if a proposed use would have an adverse effect.
- e. Mitigation measures shall ensure that a proposed use would have no adverse effect on significant cultural resources. Uses that would adversely affect significant cultural resources shall be prohibited.
- f. Avoidance is the preferred method of cultural resource protection. Other mitigation measures to reduce the effect of a proposed use on cultural resources shall be used only if avoidance is not practicable.
- g. The state historic preservation officer (SHPO) shall have an opportunity to review all cultural resource surveys, evaluations, assessments, and mitigation plans. Based on comments submitted by the SHPO and interested persons, the local government shall make a final decision on whether the proposed use would be consistent with the cultural resource goals, policies, and guidelines.

- h. The SHPO may delegate all or a portion of his/her responsibilities under these goals, objectives, policies, and guidelines to a local government that establishes a Certified Local Government, as provided in the National Historic Preservation Act of 1966.
 - i. If cultural resources are discovered during construction activities, all construction shall cease until the resources are inventoried and evaluated. If the resources are determined to be significant, a mitigation plan shall be prepared.
 - j. If human remains are discovered during a cultural resource survey or during construction activities, all activities shall cease and the proper officials and governments shall be notified. Human remains shall be treated in accordance with state laws. A mitigation plan shall be prepared if the remains are reinterred or preserved in their original position.
 - k. Provide incentives to protect and enhance historically significant buildings by allowing uses of such buildings that are compatible with their historic character and that provide public appreciation and enjoyment of them as cultural resources.
6. Determination of potential effects to significant cultural resources shall include consideration of cumulative effects of proposed developments that are subject to any of the following: 1) a reconnaissance or historic survey; 2) a determination of significance; 3) an assessment of effect; or 4) a mitigation plan.

Comment [WS1]: Include for clarity. In MP already, adding to LUDO.

Comment [WS2]: Added per new cumulative effects requirements.

Practicable Alternative Test

An alternative site for a proposed use shall be considered practicable if it is available and the proposed use can be undertaken on that site after taking into consideration cost, technology, logistics, and overall project purposes.

A practicable alternative does not exist if a project applicant satisfactorily demonstrates all of the following:

- a. The basic purpose of the use cannot be reasonably accomplished using one or more other sites in the vicinity that would avoid or result in less adverse effects on cultural resources;
- b. The basic purpose of the use cannot be reasonably accomplished by reducing its size, scope, configuration, or density as proposed, or by changing the design of the use in a way that would avoid or result in less adverse effects on cultural resources; and
- c. Reasonable attempts were made to remove or accommodate constraints that caused a project applicant to reject alternatives to the use as proposed. Such constraints include inadequate infrastructure, parcel size, and land use designations. If a land use designation or recreation intensity class is a

constraint, an applicant must request a management plan amendment to demonstrate that practicable alternatives do not exist.

C. Cultural Resource Reconnaissance and Historic Surveys

1. Gorge Commission/Tribal Government Notice

- a. In addition to other public notice requirements that may exist, the County shall notify the Indian tribal governments when:
 - (1) a reconnaissance survey is required; or
 - (2) cultural resources that are prehistoric or otherwise associated with Native Americans exist in the project area.
- b. Notices sent to Indian tribal governments shall include a site plan as stipulated in Section 14.040.
- c. Indian tribal governments shall have 20 calendar days from the date a notice is mailed to submit written comments to the County Planning Office.
 - (1) Written comments should describe the nature and extent of any cultural resources that exist in the project area and identify individuals with specific knowledge about them.
 - (2) The County shall send a copy of all comments to the Gorge Commission.

2. Consultation and Ethnographic Research

- a. When written comments are submitted to the County Planning Office in a timely manner, the project applicant shall offer to meet with the interested persons within 10 calendar days.
 - (1) The 10 day consultation period may be extended upon agreement between the project applicant and the interested persons.
 - (2) Consultation meetings should provide an opportunity for interested persons to explain how the proposed use may affect cultural resources. Recommendations to avoid potential conflicts should be discussed.
 - (3) All written comments and consultation meeting minutes shall be incorporated into the reconnaissance or historic survey report. In instances where a survey is not required, all such information shall be recorded and addressed in a report that typifies a survey report;

inapplicable elements may be omitted.

- b. A project applicant who is proposing a large-scale use or development shall conduct interviews and other forms of ethnographic research if interested persons submit a written request for such research.

- (1) All requests must include a description of the cultural resources that may be affected by the proposed use and identify knowledgeable informants.
- (2) Ethnographic research shall be conducted by qualified specialists. Tape recordings, maps, photographs, and minutes shall be used when appropriate.
- (3) All written comments, consultation meeting minutes and ethnographic research shall be incorporated into the reconnaissance or historic survey report. In instances where a survey is not required, all such information shall be recorded and addressed in a report that typifies a survey report.

3. Notice of Survey Results

- a. The County shall submit a copy of all cultural resource survey reports to the State Historic Preservation Office and the Indian tribal governments.

- (1) Survey reports may include measures to avoid affected cultural resources, such as a map that shows a reasonable buffer zone.
- (2) The State Historic Preservation Office and the tribes shall have 30 calendar days from the date a survey report is mailed to submit written comments to the County Planning Office.
- (3) The County shall record and address all written comments in its development review order.

4. Conclusion of the Cultural Resource Protection Process

- a. The County Planning Office will make a final decision on whether the proposed use would be consistent with the cultural resource goals, policies, guidelines, and standards.
- b. If the final decision contradicts the comments submitted by the State Historic Preservation Office, the County must justify how it reached an opposing conclusion.
- c. The cultural resource protection process may conclude when one of the following conditions exist:

- (1) The proposed use does not require a reconnaissance or historic survey, no cultural

resources are known to exist in the project area, and no substantiated concerns were voiced by interested persons within 20 calendar days of the date that a notice was mailed.

- (2) A reconnaissance survey demonstrates that cultural resources do not exist in the project area and no substantiated concerns were voiced by interested persons within 20 calendar days of the date that a notice was mailed.
- (3) The proposed use would avoid archaeological resources and traditional cultural resources that exist in the project area.
 - (a) To meet this standard, a reasonable buffer zone must be established around the affected resources or properties;
 - (b) All ground disturbing activities shall be prohibited within the buffer zone.
 - (c) Buffer zones must preserve the integrity and context of cultural resources. They will vary in width depending on the eventual use of the project area, the type of cultural resources that are present, and the characteristics for which the cultural resources may be significant.
 - (d) A deed covenant, easement, or other appropriate mechanism shall be developed to ensure that the buffer zone and the cultural resources are protected.
 - (e) An evaluation of significance shall be conducted if a project applicant decides not to avoid the affected cultural resource. In these instances, the reconnaissance survey and survey report shall be incorporated into the evaluation of significance.
- (4) A historic survey demonstrates that the proposed use would not have an effect on historic buildings or structures because:
 - (a) The State Historic Preservation Office concludes that the historic buildings or structures are clearly not significant, as determined using the criteria in the "National Register Criteria for Evaluation" (36 CFR Part 60.4); or
 - (b) The proposed use would not compromise the historic or architectural character of the affected buildings or structures, or compromise features of the site that are important in defining the overall historic character of the affected buildings or structures, as determined by the guidelines and standards in The Secretary of the Interior's Standards for Rehabilitation (U.S. Department of the Interior 1990) and The Secretary of the Interior's Standards for Historic Preservation Projects (U.S. Department of the Interior

1983).

(5) The historic survey conducted by the Gorge Commission may provide sufficient information to satisfy these standards.

(a) If it does not, architectural and building plans, photographs, and archival research may be required; and

(b) The project applicant shall be responsible for providing information beyond that included in the survey conducted by the Gorge Commission.

(6) The historic survey and report must demonstrate that these standards have been clearly and absolutely satisfied. If the State Historic Preservation Office or the County Planning Office question whether these standards have been satisfied, the project applicant shall conduct an evaluation of significance, according to D below, Evaluation of Significance.

D. Evaluation of Significance

1. Evaluation Criteria

Cultural resources are significant if one of the following criteria is satisfied.

a. The cultural resources are included in, or eligible for inclusion in, the National Register of Historic Places.

The criteria for evaluating the eligibility of cultural resources for the National Register of Historic Places appear in the "National Register Criteria for Evaluation" (36 CFR 60.4). Cultural resources are eligible for the National Register of Historic Places if they possess integrity of location, design, setting, materials, workmanship, feeling, and association. In addition, they must meet one or more of the following criteria.

(1) Have an association with events that have made a significant contribution to the broad patterns of the history of this region.

(2) Have an association with the lives of persons significant in the past.

(3) Embody the distinctive characteristics of a type, period, or method of construction, or represent the work of a master, or possess high artistic components may lack individual distinction.

(4) Yield, or may be likely to yield, information important in prehistory or history.

- b. The cultural resources are determined to be culturally significant by an Indian tribal government, based on criteria developed by that Indian tribal government and filed with the Gorge Commission.

2. Evaluation Process and Information Needs

If cultural resources would be affected by a new use, an evaluation of their significance shall be conducted. Evaluations of significance shall meet the following standards:

Evaluations of significance shall follow the procedures in How to Apply the National Register Criteria for Evaluation (U.S. Department of the Interior n.d.) and Guidelines for the Evaluation and Documentation of Traditional Cultural Properties (Parker and King n.d.). They shall be presented within local and regional contexts and shall be guided by previous research and current research designs that are relevant to specific research questions for the Columbia River Gorge.

- a. To evaluate the significance of cultural resources, the information gathered during the reconnaissance or historic survey may have to be supplemented. Detailed field mapping, subsurface testing, photographic documentation, laboratory analyses, and archival research may be required.
- b. The project applicant shall contact Indian tribal governments and interested persons, as appropriate. Ethnographic research shall be undertaken as necessary to fully evaluate the significance of the cultural resources.
- c. The evaluation of significance shall follow the principles, guidelines, and report format recommended by the State Historic Preservation Office. It shall incorporate the results of the reconnaissance or historic survey and shall
illustrate why each cultural resource is or is not significant. Findings shall be presented within the context of relevant local and regional research.
- d. All documentation used to support the evaluation of significance shall be cited.
 - (1) Evidence of consultation with Indian tribal governments and other interested persons shall be presented.
 - (2) All comments, recommendations, and correspondence from Indian tribal governments and interested persons shall be appended to the evaluation of significance.

3. Notice of Evaluation Results

If the evaluation of significance demonstrates that the cultural resources are not significant, the County shall submit a copy of the evaluation of significance to the State

Historic Preservation Office and the Indian tribal governments.

- a. The State Historic Preservation Office, Indian tribal governments, and interested persons shall have 30 calendar days from the date the evaluation of significance is mailed to submit written comments to the County Planning Office.
- b. The County Planning Office shall record and address all written comments in its development review order.

4. Cultural Resources are Culturally Significant

If an Indian tribal government believes that the affected cultural resources are culturally significant, contrary to the evaluation submitted by the project applicant, the Cultural Advisory Committee shall make an independent review of the applicant's evaluation and the Indian tribal government's substantiated concerns.

- a. The Cultural Advisory Committee will formulate a recommendation regarding the significance of the cultural resources.
- b. The Indian tribal government must substantiate its concerns in a written report.
 - (1) The report must be submitted to the County Planning Office, Cultural Advisory Committee, and the project applicant within 15 calendar days from the date the evaluation of significance is mailed.
 - (2) The Cultural Advisory Committee must submit its recommendation to the County Planning Office within 30 calendar days from the date the evaluation of significance is mailed.

5. Conclusion of the Cultural Resource Protection Process

The County will make a final decision on whether the affected resources are significant.

- a. If the final decision contradicts the comments or recommendations submitted by the State Historic Preservation Office or Cultural Advisory Committee, the County must justify how it reached an opposing conclusion.
- b. The cultural resource protection process may conclude if the affected cultural resources are not significant.
- c. If the project applicant or the County determines that the cultural resources are significant, the effects of the proposed use shall be assessed according to E below, Assessment of Effect.

E. Assessment of Effect

1. Evaluation Criteria and Information Needs

If a use would affect significant cultural resources, an assessment shall be made to determine if it would have no effect, no adverse effect, or an adverse effect. The assessment shall meet the following standards:

Comment [WS3]: Changed back to could per PC edits

Comment [WS4]: Changed to could from would. MP language uses could.

- a. The assessment of effect shall be based on the criteria published in "Protection of Historic Properties" (36 CFR Part 800.5) and shall incorporate the results of the reconnaissance or historic survey and the evaluation of significance. All documentation shall follow the requirements listed in 36 CFR Part 800.11.
 - (1) Proposed uses have an effect on cultural resources when they alter or destroy characteristics of the resources that make them significant [36 CFR Part 800.5].
 - (2) Proposed uses are considered to have an adverse effect when they may diminish the integrity of the cultural resource's location, design, setting, materials, workmanship, feeling, or association [36 CFR Part 800.5]. Adverse effects on cultural resources include, but are not limited to:
 - (a) Physical destruction, damage, or alteration of all or part of the cultural resource;
 - (b) Isolation of the cultural resource from its setting or alteration of the character of the resource's setting when that character contributes to the resource's qualification as being significant;
 - (c) Introduction of visual, audible, or atmospheric elements that are out of character with the cultural resource or its setting;
 - (d) Neglect of a significant cultural resource resulting in its deterioration or destruction, except as described in 36 CFR 800.5; and
 - (e) Transfer, lease, or sale of the cultural resource.
- b. The assessment of effect shall be prepared in consultation with Indian tribal governments and interested persons, as appropriate. The concerns and recommendations voiced by Indian tribal governments and interested persons shall be recorded and addressed in the assessment.
- c. The effects of a proposed use that would otherwise be determined to be adverse may be considered to not be adverse in the following instances:

- (1) The cultural resources are of value only for their potential contribution to archeological, historical, or architectural research, and when such value can be substantially preserved through the conduct of appropriate research before development begins, and such research is conducted in accordance with applicable professional standards and guidelines;
- (2) The undertaking is limited to the rehabilitation of buildings and structures, and is conducted in a manner that preserves the historical and architectural character of affected cultural resources through conformance with The Secretary of the Interior's Standards for Rehabilitation (U.S. Department of the Interior 1990) and The Secretary of the Interior's Standards for Historic Preservation Projects (U.S. Department of the Interior 1983); or
- (3) The proposed use is limited to the transfer, lease, or sale of cultural resources, and adequate restrictions or conditions are included to ensure preservation of the significant features of the resources.

2. Notice of Assessment Results

If the assessment of effect concludes that the proposed use would have no effect or no adverse effect on significant cultural resources, the County shall submit a copy of the assessment to the State Historic Preservation Office and the Indian tribal governments

- a. The State Historic Preservation Office, Indian tribal governments, and interested persons shall have 30 calendar days from the date the assessment of effect is mailed to submit written comments to the County Planning Office.
- b. The County shall record and address all written comments in its development review order.

3. Conclusion of the Cultural Resource Protection Process

The County will make a final decision on whether the proposed use would have no effect, no adverse effect, or an adverse effect.

- a. If the final decision contradicts the comments submitted by the State Historic Preservation Office, the County must justify how it reached an opposing conclusion.
- b. The cultural resource protection process may conclude if the proposed use would have no effect or no adverse effect on significant cultural resources.
- c. A mitigation plan shall be prepared if a project applicant or the County

determines that the proposed use would have an adverse effect on significant cultural resources according to F below, Mitigation Plans.

F. Mitigation Plans

1. Mitigation Plan Criteria and Information Needs

Mitigation plans shall be prepared when proposed uses would have an adverse effect on significant cultural resources. The plans must reduce an adverse effect to no effect or no adverse effect. Mitigation plans shall meet the following guidelines:

- a. Mitigation plans shall be prepared in consultation with persons who have concerns about or knowledge of the affected cultural resources, including Indian tribal governments, Native Americans, local governments whose jurisdiction encompasses the project area, and the State Historic Preservation Office.
- b. Avoidance of cultural resources through project design and modification is preferred. Avoidance may be effected by reducing the size, scope, configuration, and density of the proposed use.
- c. Alternative mitigation measures shall be used only if avoidance is not practicable.
 - (1) Alternative measures include, but are not limited to, burial under fill, stabilization, removal of the cultural resource to a safer place, and partial to full excavation and recordation.
 - (2) If the mitigation plan includes buffer zones to protect cultural resources, a deed covenant, easement, or other appropriate mechanism must be developed and recorded in county deeds and records.
- d. Mitigation plans shall incorporate the results of the reconnaissance or historic survey, the evaluation of significance, and the assessment of effect, and shall provide the documentation required in 36 CFR Part 800.11, including, but not limited to:
 - (1) A description and evaluation of any alternatives or mitigation measures that the project applicant proposes for reducing the effects of the proposed use;
 - (2) A description of any alternatives or mitigation measures that were considered but not chosen and the reasons for their rejection;
 - (3) Documentation of consultation with the State Historic Preservation Office regarding any alternatives or mitigation measures;

- (4) A description of the project applicant's efforts to obtain and consider the views of Indian tribal governments, interested persons, and local governments; and
- (5) Copies of any written recommendations submitted to the County Planning Office or project applicant regarding the effects of the proposed use on cultural resources and alternatives to avoid or reduce those effects.

2. Notice of Mitigation Plan Results

If a mitigation plan reduces the effect of a use from an adverse effect to no effect or no adverse effect, the local government shall submit a copy of the mitigation plan to the State Historic Preservation Office and the Indian tribal governments.

- a. The State Historic Preservation Office, Indian tribal governments, and interested persons shall have 30 calendar days from the date the mitigation plan is mailed to submit written comments to the County Planning Office.
- b. The local government shall record and address all written comments in its development review order.

3. Conclusion of the Cultural Resource Protection Process

The County will make a final decision on whether the mitigation plan would reduce an adverse effect to no effect or no adverse effect.

- a. If the final decision contradicts the comments submitted by the State Historic Preservation Office, the County must justify how it reached an opposing conclusion.
- b. The cultural resource protection process may conclude if a mitigation plan would reduce an adverse effect to no effect or no adverse effect.
- c. The proposed use shall be prohibited when acceptable mitigation measures fail to reduce an adverse effect to no effect or no adverse effect.

G. Cultural Resources Discovered After Construction Begins

The following procedures shall be effected when cultural resources are discovered during construction activities. All survey and evaluation reports and mitigation plans shall be submitted to the local government and the SHPO. Indian tribal governments also shall receive a copy of all reports and plans if the cultural resources are prehistoric or otherwise associated with Native Americans.

Comment [WS5]: Language already in MP, added to LUDO.

- 1. Halt Construction: All construction activities within 100 feet of the discovered

cultural resource shall cease. The cultural resources shall remain as found; further disturbance is prohibited.

2. Notification: The project applicant shall notify the County Planning Office and the Gorge Commission within 24 hours of the discovery. If the cultural resources are prehistoric or otherwise associated with Native Americans, the project applicant shall also notify the Indian tribal governments within 24 hours.
3. Survey and Evaluation: The Gorge Commission will survey the cultural resources after obtaining written permission from the landowner and appropriate permits from the State Historic Preservation Office (see, ORS 358.905 to 358.955).
 - a. The Commission will gather enough information to evaluate the significance of the cultural resources.
 - b. The survey and evaluation will be documented in a report that generally follows the criteria in the "Reconnaissance Survey Reports--Large Scale Uses" and "Evaluation of Significance. Evaluation Criteria and Information Needs" of this chapter.
 - c. Based on the survey and evaluation report and any written comments, the County will make a final decision on whether the resources are significant.
 - d. Construction activities may recommence if the cultural resources are not significant.
 - e. A mitigation plan will be prepared by the Gorge Commission if the affected cultural resources are significant.
4. Mitigation Plan: Mitigation plans shall be prepared according to the information, consultation, and report guidelines contained in F above, Mitigation Plans.
5. All survey and evaluation reports and mitigation plans shall be submitted to the County Planning Office and the State Historic Preservation Office.
6. Indian tribal governments also shall receive a copy of all reports and plans if the cultural resources are prehistoric or otherwise associated with Native Americans.
7. Construction activities may recommence when the conditions in the mitigation plan have been executed.

H. Discovery of Human Remains

The following procedures shall be effected when human remains are discovered during

a cultural resource survey or during construction. Human remains means articulated or disarticulated human skeletal remains, bones, or teeth, with or without attendant burial artifacts.

1. Halt Activities: All survey, excavation, and construction activities shall cease. The human remains shall not be disturbed any further.
2. Notification: Local law enforcement officials, the County Planning Office, the Gorge Commission, and the Indian tribal governments shall be contacted immediately.
3. Inspection: The county coroner, or appropriate official, shall inspect the remains at the project site and determine if they are prehistoric/historic or modern. Representatives from the Indian tribal governments shall have an opportunity to monitor the inspection.
4. Jurisdiction: If the remains are modern, the appropriate law enforcement officials will assume jurisdiction and the cultural resource protection process may conclude.
5. Treatment: Prehistoric/historic remains of Native Americans shall generally be treated in accordance with the procedures set forth in Oregon Revised Statutes, chapter 97.740 to 97.760.
6. If the human remains will be reinterred or preserved in their original position, a mitigation plan shall be prepared in accordance with the consultation and report requirements specified in F above, Mitigation Plans.
 - a. The mitigation plan shall accommodate the cultural and religious concerns of Native Americans.
 - b. The cultural resource protection process may conclude when the conditions set forth in F above, Mitigation Plans, are met and the mitigation plan is executed.

I. Reconnaissance Surveys -- Small Scale Uses

Reconnaissance surveys for small-scale uses shall generally include a surface survey and subsurface testing. They shall meet the following guidelines:

1. A surface survey of the project area shall be conducted, except for inundated areas and impenetrable thickets.
2. Subsurface testing shall be conducted if the surface survey reveals that cultural resources may be present.
3. Subsurface probes will be placed at intervals sufficient to determine the absence or presence of cultural resources.

J. Reconnaissance Survey Reports--Small Scale Uses

The results of a reconnaissance survey shall be documented in a confidential report that includes:

1. A description of the fieldwork methodology used to identify cultural resources, including a description of the type and extent of the reconnaissance survey.
2. A description of any cultural resources that were discovered in the project area, including a written description and photographs.
3. A map that shows the project area, the areas surveyed, the location of subsurface probes, and if applicable, the approximate boundaries of the affected cultural resources and a reasonable buffer zone.

K. Reconnaissance Surveys--Large Scale Uses

Reconnaissance surveys for large-scale uses shall be designed by a qualified professional. A written description of the survey shall be submitted to and approved by the Gorge Commission's designated archaeologist.

Reconnaissance surveys shall reflect the physical characteristics of the project area and the design and potential effects of the proposed use. They shall meet the following standards:

1. Archival research shall be performed prior to any field work. It should entail a thorough examination of tax records; historic maps, photographs, and drawings; previous archaeological, historic, and ethnographic research; cultural resource inventories and records maintained by federal, state, and local agencies; and primary historic accounts, such as diaries, journals, letters, and newspapers.
2. Surface surveys shall include the entire project area, except for inundated areas and impenetrable thickets.
3. Subsurface probes shall be placed at intervals sufficient to document the presence or absence of cultural resources.
4. Archaeological site inventory forms shall be submitted to the State Historic Preservation Office whenever cultural resources are discovered.

L. Reconnaissance Survey Reports--Large Scale Uses

The results of a reconnaissance survey for large-scale uses shall be documented in a confidential report. Reconnaissance survey reports shall include:

1. A description of the proposed use, including drawings and maps.
2. A description of the project area, including soils, vegetation, topography, drainage, past alterations, and existing land use.
3. A list of the documents and records examined during the archival research and a description of any prehistoric or historic events associated with the project area.
4. A description of the fieldwork methodology used to identify cultural resources, including a map that shows the project area, the areas surveyed, and the location of subsurface probes. The map shall be prepared at a scale of 1 inch equals 100 feet (1:1,200), or a scale providing greater detail.
5. An inventory of the cultural resources that exist in the project area, including a written description, photographs, drawings, and a map. The map shall be prepared at a scale of 1 inch equals 100 feet (1:1,200), or a scale providing greater detail.
6. A summary of all written comments submitted by Indian tribal governments and other interested persons.
7. A preliminary assessment of whether the proposed use would or would not have an effect on cultural resources. This assessment shall incorporate concerns and recommendations voiced during consultation meetings and information obtained through archival and ethnographic research and field surveys.

M. Historic Surveys and Reports

Historic surveys shall document the location, form, style, integrity, and physical condition of historic buildings and structures.

1. Historic surveys shall include original photographs and maps. Archival research, blueprints, and drawings should be used as necessary.
2. Historic surveys shall describe any uses that will alter or destroy the exterior architectural appearance of the historic buildings or structures, or compromise features of the site that are important in defining the overall historic character of the historic buildings or structures.
3. The project applicant shall provide detailed architectural drawings and building plans that clearly illustrate all proposed alterations.

N. Cultural Advisory Committee

The Gorge Commission will establish a Cultural Advisory Committee within 200 days after

the Secretary of Agriculture concurs with the Management Plan. The Cultural Advisory Committee will be comprised of cultural resource professionals, interested individuals, and at least one representative from each of the four Indian tribes.

The Cultural Advisory Committee will perform six principal functions:

1. Monitor cultural resource surveys, evaluations, impact assessments, and mitigation plans;
2. Periodically formulate and submit recommendations to the State Historic Preservation Office, local governments, and the Gorge Commission regarding cultural resource surveys, evaluations, impact assessments, and mitigation plans;
3. Monitor cultural resource decisions made by the State Historic Preservation Office and the local governments;
4. Recommend procedural and administrative changes to the Gorge Commission that would improve the cultural resource protection process;
5. Advise the Gorge Commission on the design and implementation of future cultural resource inventories, including oral history programs and survey strategies; and
6. Review evaluations of significance when a disagreement arises between a project applicant and an Indian tribal government.
 - a. In these instances, the Cultural Advisory Committee will submit written recommendations to the local government.
 - b. Recommendations will be based on the evaluation prepared by the project applicant, reports submitted by Indian tribal governments, and comments submitted by interested persons, including the State Historic Preservation Office.

Section 14.510 Cultural Resources (SMA Only)

In addition to the standards and conditions listed in this chapter for the GMA, the following standards apply to all lands in the Special Management Area:

- A. If a standard or condition of this Section is more restrictive than other sections of this chapter, this section is controlling;
- B. This section is applicable to all Federal agencies for new developments and land uses on all Federal lands, federally assisted projects and forest practices. The Forest Service will provide for completing the requirements of this Section for forest practices and National Forest system lands.
- C. All projects that are not included for review in B above shall be reviewed under Section 14.500 of this Chapter.
- D. All cultural resource surveys, evaluations, assessments, and mitigation plans shall be performed by professionals whose expertise reflects the type of cultural resources that are involved. Principal Investigators shall meet the professional standards published in 36 CFR Part 61.
- E. For federal or federally assisted undertakings, the reviewing agency will complete its consultation responsibilities under Section 106 of the Historic Preservation Act of 1966. [36 CFR 800.2]
- F. Discovery During Construction:
 - 1. All authorizations for new developments or land uses shall be conditioned to require the immediate notification of the reviewing agency in the event of the inadvertent discovery of cultural resources during construction or development.
 - 2. In the event of the discovery of cultural resources, particularly human bone or burials, work in the immediate area of discovery shall be suspended until a cultural resource professional can evaluate the potential significance of the discovery, and recommend measures to protect and/or recover the resource.
 - 3. If the discovered material is suspected to be human bone or a burial, the following procedure shall be used:
 - a. Stop all work in the vicinity of the discovery.
 - b. The applicant shall immediately notify the Forest Service, the applicant's cultural resource professional, the County coroner, and appropriate law enforcement agencies.

- c. The Forest Service shall notify the tribal governments if the discovery is determined to be an Indian burial or a cultural resource.

G. Effects to Cultural Resources

Reviewing agencies shall use the following steps under 36 CFR 800.4 for assessing potential effects to cultural resources. and 36 CFR 800.5 for assessing adverse effects to cultural resources

1. Literature Review and Consultation

- a. An assessment of the presence of any cultural resources, listed on the National Register of Historic Places at the national, state or local level, on or within the area of potential direct and indirect impacts.
- b. A search of state and County, National Scenic Area/Forest Service and any other pertinent inventories, such as archives and photographs, to identify cultural resources, including consultation with the State Historic Preservation Office and tribal governments. State and tribal government response [to the consultation request](#) shall be within 30 days.
- c. Consultation with cultural resource professionals knowledgeable about the area.

2. Field Inventory

- a. As determined by G(1) above, the presence of a recorded or known cultural resource, including those reported in consultation with the tribal governments on or within the immediate vicinity of a new development or land use, shall require a field inventory by a cultural resource professional.
- b. Tribal representatives shall be invited to participate in the field inventory.
- c. The field inventory shall consist of one or the other of the following standards, as determined by the cultural resource professional:

(1) Complete Survey:

- (a) The systematic examination of the ground surface through a controlled procedure, such as walking an area in evenly-spaced transects.
- (b) A complete survey may also require techniques such as clearing of vegetation, auguring or shovel probing of subsurface soils for the presence of buried cultural resources.

(2) Sample Survey:

- (a) The sampling of an area to assess the potential of cultural resources within the area of proposed development or use.
 - (b) This technique is generally used for large or difficult to survey parcels, and is generally accomplished by a stratified random or non-stratified random sampling strategy.
 - (c) A parcel is either stratified by variables such as vegetation, topography or elevation, or by non-environmental factors such as a survey grid.
 - (d) Under this method, statistically valid samples are selected and surveyed to indicate the probability of presence, numbers and types of cultural resources throughout the sampling strata.
 - (e) Depending on the results of the sample, a complete survey may or may not subsequently be recommended.
- d. A field inventory report is required, and shall include the following:
- (1) A narrative integrating the Literature Review in G(1) with the Field Inventory G(2).
 - (2) A description of the Field Inventory methodology utilized under G(2), describing the type and extent of field inventory, supplemented by maps which graphically illustrate the areas surveyed, not surveyed, and the rationale for each.
 - (3) A statement of the presence or absence of cultural resources within the area of the new development or land in use.
 - (4) When cultural resources are not located, a statement of the likelihood of buried or otherwise concealed cultural resources shall be included.
 - (5) Recommendations and standards for monitoring, if appropriate, shall be included.
- e. Report format shall follow that specified by the Oregon State Historic Preservation Office.
- f. The field inventory report shall be presented to the Forest Service for review.

3. Evaluations of Significance

- a. When cultural resources are found within the area of the new development or land use, an evaluation of significance shall be completed for each cultural resource relative to the criteria of the National Register of Historic Places (36 CFR 60.4).
- b. Evaluations of cultural resource significance shall be guided by previous and current research designs relevant to specific research questions for the area.
- c. Evaluations of the significance of traditional cultural properties shall follow National Register Bulletin 38, "Guidelines for the Evaluation and Documentation of Traditional Cultural Properties", within local and regional contexts.
- d. Recommendations for eligibility of individual cultural resources under National Register Criteria A through D (36 CFR 60.4) shall be completed for each identified resource. The Forest Service shall review evaluations for adequacy.
- e. Evidence of consultation with tribal governments and individuals with knowledge of the cultural resources in the project area, and documentation of their concerns, shall be included as part of the evaluation of significance.

4. Assessment of Effect

- a. For each significant (i.e., National Register eligible) cultural resource inventoried within the area of the proposed development or change in use, assessments of effect shall be completed, using the criteria outlined in 36 CFR 800.5 "Assessing Effects". Evidence of consultation with tribal governments and individuals with knowledge of the cultural resources of the project area shall be included for (b) through (d) below. The Forest Service shall review each determination for adequacy.
- b. If the proposed development or change in use will have "No Adverse Effect" (36 CFR 800.4) to a significant cultural resource, documentation for that finding shall be completed, following the "Documentation Standards" of 36 CFR 800.11. If the proposed development or change in use will have an effect then the criteria of adverse effect must be applied (36 CFR 800.5).
- c. If the proposed development or change in use will have an "Adverse Effect" as defined by 36 CFR 800.5 to a cultural resource, the type and extent of "Adverse Effect" upon the qualities of the property that make it eligible to the National Register shall be documented (36 CFR 800.6 "Resolution of Adverse Effects"). This documentation shall follow the process outlined under 36 CFR 800.11, ("Failure to Resolve Adverse Effects").

- d. If the "effect" appears to be beneficial (i.e., an enhancement to cultural resources), documentation shall be completed for the recommendation of that effect upon the qualities of the cultural resource that make it eligible to the National Register. This documentation shall follow the process outlined under 36 CFR 800.11 "Standards".

5. Mitigation

- a. If there will be an effect on cultural resources, measures shall be provided (36 CFR 800.6 "Resolution of Adverse Effects") for mitigation of effects. These measures shall address factors such as avoidance of the property through project design or modification and subsequent protection, burial under fill, data recovery excavations, and other appropriate measures.
- b. Evidence of consultation with tribal governments and individuals with knowledge of the resources to be affected, and documentation of their concerns, shall be included for all mitigation proposals.
- c. The Forest Service shall review all mitigation proposals for adequacy.

Comment [WS6]: LUDO said "or other measures which are proposed to mitigate effects", this is the way it is phrased in MP.

- 6. Determination of potential effects to significant cultural resources shall include consideration of cumulative effects of proposed developments that are subject to any of the following: 1) a reconnaissance or historic survey; 2) a determination of significance; 3) an assessment of effect; or 4) a mitigation plan.

Comment [WS7]: Added per new requirements.

SECTION 14.600 Natural Resources (GMA Only)

A. Wetlands

1. Purpose

- a. Achieve no overall net loss of wetlands acreage and functions.
- b. Increase the quantity and quality of wetlands.

2. Rules for Delineating Wetlands Boundaries

- a. The approximate location and extent of wetlands in the Scenic Area is shown on the National Wetlands Inventory (U.S. Fish and Wildlife Service 1987). In addition, the list of hydric soils and the soil survey maps shall be used as an indicator of wetlands.

~~b.~~ Some wetlands may not be shown on the wetland inventory or soil survey maps. Wetlands that are discovered by the County planning staff during an inspection of a potential site shall be delineated and protected unless the proposed development is clearly sited beyond the wetland buffers as stated in A(3).

~~eb.~~ Determining the exact location of a wetlands boundary shall be the responsibility of the project applicant.

(1) Wetlands boundaries shall be delineated using the procedures specified in the Corps of Engineers Wetlands Delineation Manual (Wetlands Research Program Technical Report Y-87-1, on-line edition, updated through March 21, 1997)

(2) All wetlands delineations shall be conducted by a professional who has been trained to use the federal delineation procedures, such as a soil scientist, botanist, or wetlands ecologist.

~~ec.~~ The County may verify the accuracy of, and may render adjustments to, a wetlands boundary delineation.

~~e.~~ In the event the adjusted boundary delineation is contested by the project applicant, the County shall, at the applicant's expense, obtain professional services to render a final delineation.

3. Wetlands Buffer Zones

- a. The width of wetlands buffer zones shall be based on the dominant vegetation community that exists in a buffer zone.
- b. The dominant vegetation community in a buffer zone is the vegetation

community that covers the most surface area of that portion of the buffer zone that lies between the proposed activity and the affected wetland. Vegetation communities are classified as forest, shrub, or herbaceous.

(1) A forest vegetation community is characterized by trees with an average height equal to or greater than 20 feet, accompanied by a shrub layer; trees must form a canopy cover of at least 40 percent and shrubs must form a canopy cover of at least 40 percent.

~~(2)~~ A forest community without a shrub component that forms a canopy cover of at least 40 percent shall be considered a shrub vegetation community.

~~(23)~~ A shrub vegetation community is characterized by shrubs and trees that are greater than 3 feet tall and form a canopy cover of at least 40 percent.

~~(34)~~ A herbaceous vegetation community is characterized by the presence of herbs, including grass and grasslike plants, forbs, ferns, and nonwoody vines.

c. Buffer zones shall be measured outward from a wetlands boundary on a horizontal scale that is perpendicular to the wetlands boundary. The following buffer zone widths shall be required.

(1) Forest communities: 75 feet

(2) Shrub communities: 100 feet

(3) Herbaceous communities: 150 feet

d. Except as otherwise allowed, wetlands buffer zones shall be retained in their natural condition.

~~e.~~ When a buffer zone is disturbed by a new use, it shall be replanted with native plant species.

4. Modification to Serviceable Structures and Placement of Minor Water Dependent and Water-Related Structures in Wetlands

The following uses may be allowed in wetlands and wetland buffer zones, subject to (5) below, Approval Criteria for Modifications to Serviceable Structures and Minor Water-Dependent and Water-Related Structures in Wetlands, (7) below Site Plans, and the remaining applicable sections of this Chapter.

a. The modification, expansion, replacement, or reconstruction of serviceable structures, if such actions would not:

- (1) Increase the size of an existing structure by more than 100 percent;
- (2) Result in a loss of wetlands acreage or functions; and
- (3) Intrude further into a wetland or wetlands buffer zone.

New structures shall be considered to be intruding further into a wetland or wetlands buffer zone if any portion of the structure is located closer to the wetland or wetlands buffer zone than the existing structure.

- b. The construction of minor water-related recreation structures that are available for public use. Structures in this category shall be limited to boardwalks; trails and paths, provided their surface is not constructed of impervious materials; observation decks; and interpretive aids, such as kiosks and signs.
 - c. The construction of water-dependent structures that are placed on pilings, if the pilings allow unobstructed flow of water and are not placed so close together that they effectively convert an aquatic area to dry land. Structures in this category shall be limited to public and private docks and boat houses, and fish and wildlife management structures that are constructed by federal, state, or tribal resource agencies.
5. Approval Criteria for Modifications to Serviceable Structures and Minor Water-Dependent and Water-Related Structures in Wetlands. The uses listed in (4) above may only be allowed upon findings that:
- a. Practicable alternatives, as determined by E below, Practicable Alternative Test, minimizing the impacts of the structure do not exist;
 - b. All reasonable measures have been applied to ensure that the structure will result in the minimum feasible alteration or destruction of a wetland's functions, existing contour, vegetation, fish and wildlife resources, and hydrology;
 - c. All wetlands that are altered or destroyed shall be restored, replaced, or enhanced according to (8) below, Wetlands, Compensation Plan
 - d. The structure will be constructed using best management practices;
 - e. Areas disturbed during construction of the structure will be rehabilitated to the maximum extent practicable; and
 - f. The structure complies with all applicable federal, state, and local laws.
6. Other Uses and Activities Located in Wetlands or Wetland Buffer Zones.

Except for uses permitted without review in Section 3.100 and 3.180(B) (Open Space) and Modifications to Serviceable Structures and Placement of Minor Water-Dependent and Water-Related Structures in Wetlands as specified in (4) above, other uses authorized by the applicable zoning designation may be allowed in wetlands and wetland buffer zones subject to (7) below, Site Plans, the remaining applicable sections of this Chapter and the following criteria:

- a. The proposed use is water-dependent, or is not water-dependent but has no practicable alternative as determined by E, Practicable Alternative Test.
- b. The proposed use is in the public interest as determined by F, Public Interest Test.
- c. Measures will be applied to ensure that the proposed use results in the minimum feasible alteration or destruction of the wetland's functions, existing contour, vegetation, fish and wildlife resources, and hydrology.
- d. Groundwater and surface-water quality will not be degraded by the proposed use.
- e. Those portions of a proposed use that are not water-dependent or have a practicable alternative will not be located in wetlands or wetlands buffer zones.
- f. The proposed use complies with all applicable federal, state, and local laws.
- g. Areas that are disturbed during construction of the proposed use will be rehabilitated to the maximum extent practicable.
- h. Unavoidable impacts to wetlands will be offset through the deliberate restoration, creation, or enhancement of wetlands. Wetlands restoration, creation, and enhancement are not alternatives to the guidelines listed above; they shall be used only as a last resort to offset unavoidable wetlands impacts. Wetlands restoration, creation, and enhancement shall be in accordance with Subsection (8) below, Wetlands Compensation Plans.

The following wetlands restoration, creation, and enhancement guidelines shall apply:

- (1) Impacts to wetlands shall be offset by restoring or creating new wetlands or by enhancing degraded wetlands. Wetlands restoration shall be the preferred alternative.
- (2) Wetlands restoration, creation, and enhancement projects shall be conducted in accordance with a wetlands compensation plan.
- (3) Wetlands restoration, creation, and enhancement projects shall use native

vegetation.

- (4) The size of replacement wetlands shall equal or exceed the following ratios. The first number specifies the acreage of wetlands requiring replacement and the second number specifies the acreage of wetlands altered or destroyed.

(a) Restoration: 2:1

(b) Creation: 3:1

(c) Enhancement: 4:1

- (5) Replacement wetlands shall replicate the functions of the wetland that will be altered or destroyed such that no net loss of wetlands function occurs.

- (6) Replacement wetlands should replicate the type of wetland that will be altered or destroyed. If this standard is not feasible or practical due to technical constraints, a wetland type of equal or greater benefit may be substituted, provided that no net loss of wetlands functions occurs.

- (7) Wetlands restoration, creation, or enhancement should occur within 1,000 feet of the affected wetland. If this guideline is not practicable due to physical or technical constraints, replacement shall occur within the same watershed and as close to the altered or destroyed wetland as practicable.

- (8) Wetlands restoration, creation, and enhancement efforts should be completed before a wetland is altered or destroyed. If it is not practicable to complete all restoration, creation, and enhancement efforts before the wetland is altered or destroyed, these efforts shall be completed before the new use is occupied or used.

- (9) Five years after a wetland is restored, created, or enhanced at least 75 percent of the replacement vegetation must survive. The project applicant shall monitor the hydrology and vegetation of the replacement wetland and shall take corrective measures to ensure that it conforms with the approved wetlands compensation plan and this guideline.

- (10) Proposed uses in wetlands and wetland buffer zones shall be evaluated for adverse effects, including cumulative effects, and adverse effects shall be prohibited.

Comment [WS1]: New language per adverse effects requirements.

7. Site Plans

In addition to the information required in all site plans, site plans for proposed uses in wetlands or wetlands buffer zones shall include: a site plan map prepared at a scale of 1 inch equals 100 feet (1:1,200), or a scale providing

greater detail; the exact boundary of the wetland and the wetlands buffer zone; and a description of actions that would alter or destroy the wetland.

8. Wetlands Compensation Plans

Wetlands compensation plans shall be prepared when a project applicant is required to restore, create, or enhance wetlands. They shall satisfy the following guidelines:

- a. Wetlands compensation plans shall be prepared by a qualified professional.
- b. The primary responsibility and cost of preparing wetland compensation plans shall be borne by the applicant. If the applicant has no practicable alternative, according to E below, Practicable Alternative Test, to locating within the wetland or wetland buffer area, the Forest Service has agreed to provide assistance in the preparation of the plan, to the greatest extent possible.
- c. Wetland compensation plans shall provide for land acquisition, construction, maintenance, and monitoring of replacement wetlands.
- d. Wetlands compensation plans shall include an ecological assessment of the wetland that will be altered or destroyed and the wetland that will be restored, created, or enhanced. This assessment shall include information on flora, fauna, hydrology, and wetlands functions.
- e. Compensation plans shall also assess the suitability of the proposed site for establishing a replacement, wetland, including a description of the water source and drainage patterns, topography, wildlife habitat opportunities, and value of the existing area to be converted.
- f. Compensation plans shall provide pPlan view and cross-sectional, scaled drawings; topographic survey data, including elevations at contour intervals no greater than 1 foot, slope percentages, and final grade elevations; and other technical information shall be provided in sufficient detail to explain and illustrate:
 - (1) Soil and substrata conditions, grading, and erosion and sediment control needed for wetland construction and long-term survival.
 - (2) Planting plans that specify native plant species, quantities, size, spacing, or density; source of plant materials or seeds; timing, season, water, and nutrient requirements for planting; and where appropriate, measures to protect plants from predation.
 - (3) Water-quality parameters, water source, water depths, water-control structures, and water-level maintenance practices needed to achieve the necessary hydrologic conditions.

Comment [WS2]: LUDO just said "Plan", Adding ;language to clarify what it is referring to

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- g.** A 5-year monitoring, maintenance, and replacement program shall be included in all plans. At a minimum, a project applicant shall provide an annual report that documents milestones, successes, problems, and contingency actions. Photographic monitoring stations shall be established and photographs shall be used to monitor the replacement wetland.
- h.** A project applicant shall demonstrate sufficient fiscal, technical, and administrative competence to successfully execute a wetlands compensation plan.
- (1)** The Director may require the owner of the property to sign a contract with the County for enforcement of the Wetland Compensation Plan. Such contract shall be executed within thirty (30) days after approval is granted, provided, however, that the Director may grant time extensions due to practical difficulty. The Director shall have the authority to execute such contracts on behalf of the County. If a contract is required, no building permit shall be issued for the use covered by the application, nor construction commence until the executed contract is recorded on the real property records of Wasco County and filed in the County Journal. Such contract shall not restrict the power of subsequent administrative action, with or without conditions. Such contracts shall be enforceable against the signing parties, their heirs, successors, and assigns by Wasco County by appropriate action in law or suit in equity for the benefit of public health, safety and welfare.
- (2)** A bond, in a form acceptable to the Director or, upon appeal or review, by the Commission or County Court or a cash deposit from the property owner(s) or contract purchaser(s) in such amount as will assure compliance with the Wetland Compensation Plan may be required. Such bond or deposit shall be posted before any building permits will be issued or construction may commence.

B. Streams, Ponds, Lakes, and Riparian Areas

1. Purpose

- a.** Protect water quality, natural drainage, and fish and wildlife habitat of streams, ponds, lakes, and riparian areas.
- b.** Enhance aquatic and riparian areas.

2. Stream, Pond, and Lake Buffer Zones

- a.** Buffer zones shall generally be measured landward from the ordinary high water-mark on a horizontal scale that is perpendicular to the ordinary high water-mark. On the main stem of the Columbia River above Bonneville Dam, buffer zones shall be measured landward from the normal pool elevation of the Columbia River. The following buffer widths shall be required:
 - (1)** Streams used by anadromous or resident fish (tributary fish habitat), special streams, intermittent streams that include year-round pools, and perennial streams: 100 feet.
 - (2)** Intermittent streams, provided they are not used by anadromous or resident fish: 50 feet.
 - (3)** Ponds and lakes:
 - (a)** The pond or lake buffer zones shall be based on the dominant vegetation community that exists in a buffer zone.
 - (b)** The dominant vegetation community in a buffer zone is the vegetation community that covers the most surface area of that portion of the buffer zone that lies between the proposed activity and the affected pond or lake. Vegetation communities are classified as forest, shrub, or herbaceous.
 - (i)** A forest vegetation community is characterized by trees with an average height equal to or greater than 20 feet, accompanied by a shrub layer; trees must form a canopy cover of at least 40 percent and shrubs must form a canopy cover of at least 40 percent.
 - (ii)** A forest community without a shrub component that forms a canopy cover of at least 40 percent shall be considered a shrub vegetation community.
 - (iii)** A shrub vegetation community is characterized by shrubs and trees that are greater than 3 feet tall and form a canopy cover of at least 40 percent.

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~~(iiiv)~~—A herbaceous vegetation community is characterized by the presence of herbs, including grass and grasslike plants, forbs, ferns, and nonwoody vines.

(c) Buffer zones shall be measured outward from a pond or lake boundary on a horizontal scale that is perpendicular to the pond or lake boundary. The following buffer zone widths shall be required.

(i) Forest communities: 75 feet

(ii) Shrub communities: 100 feet

(iii) Herbaceous communities: 150 feet

(d) When a buffer zone is disturbed by a new use, it shall be replanted with native plant species.

b. Determining the exact location of the ordinary highwater-mark or normal pool elevation shall be the responsibility of the project applicant. The County may verify the accuracy of, and may render adjustments to, an ordinary high water-mark or normal pool delineation. In the event the adjusted boundary delineation is contested by the project applicant, the County shall, at the project applicant's expense, obtain professional services to render a final delineation.

c. Except as otherwise allowed, buffer zones shall be retained in their natural condition. When a buffer zone is disturbed by a new use, it shall be replanted with native plant species.

3. Modifications to Serviceable Structures and Placement of Minor Water-Dependent and Water-Related Structures in Aquatic Riparian Areas.

The following uses may be allowed in streams, ponds, lakes, and riparian areas, ~~and their buffer zones~~ subject to (4) below, Approval Criteria for Modifications to Serviceable Structures and Placement of Minor Water-Dependent and Water-Related Structures in Aquatic Riparian Areas, (6) below, Site Plans, the remaining applicable sections of this Chapter and the following:

Comment [WS3]: Language that was in MP but not in LUDO.

a. The modification, expansion, replacement or reconstruction of serviceable structures, provided that such actions would not:

(1) Increase the size of an existing structure by more than 100 percent,

(2) Result in a loss of water quality, natural drainage, and fish and wildlife habitat, or

(3) Intrude further into a stream, pond, lake, or buffer zone.

New structures shall be considered intruding further into a stream, pond, lake, or buffer zone if any portion of the structure is located closer to the stream, pond, lake, or buffer zone than the existing structure.

- b. The construction of minor water-related recreation structures that are available for public use. Structures in this category shall be limited to boardwalks; trails and paths, provided their surface is not constructed of impervious materials; observation decks; and interpretive aids, such as kiosks and signs.
 - c. The construction of minor water-dependent structures that are placed on pilings, if the pilings allow unobstructed flow of water and are not placed so close together that they effectively convert an aquatic area to dry land. Structures in this category shall be limited to public and private docks and boat houses, and fish and wildlife management structures that are constructed by federal, state or tribal resource agencies.
4. Approval Criteria for Modifications to Serviceable Structures and Minor Water-Dependent and Water-Related Structures in Aquatic and Riparian areas. The uses listed in (3) above may only be allowed upon findings that:
- a. Practicable alternatives, as determined by E below, Practicable Alternative Test, minimizing the impacts of the structure do not exist;
 - b. All reasonable measures have been applied to ensure that the structure will result in the minimum feasible alteration or destruction of water quality, natural drainage, and fish and wildlife habitat of streams, ponds, lakes, and riparian areas;
 - c. All aquatic and riparian areas that are altered or destroyed shall be restored, replaced, or enhanced according to (7) below, Rehabilitation and Enhancement Plans;
 - d. The structure will be constructed using best management practices;
 - e. Areas disturbed during construction of the structure will be rehabilitated to the maximum extent practicable; and
 - f. The structure complies with all applicable, federal, state and local laws.
5. Other Uses and Activities Located in Aquatic and Riparian Areas

Except for uses permitted without review in 3.100 and 3.180(B) (Open Space) and modifications to serviceable structures and placement of minor water-dependent and water-related structures in aquatic and riparian areas as specified in (3) above, other uses authorized by the applicable zoning designation may be allowed in aquatic and riparian areas subject to (6) below, Site Plans, the

remaining applicable sections of this Chapter, and the following criteria:

- a. The proposed use is water-dependent, or is not water-dependent but has no practicable alternative as determined by E below, Practicable Alternative Test of this section.
- b. The proposed use is in the public interest as determined by F below, Public Interest Test of this section.
- c. Measures have been applied to ensure that the proposed use results in minimum feasible impacts to water quality, natural drainage, and fish and wildlife habitat of the affected stream, pond, lake and/or buffer zone.

As a starting point, the following mitigation measures shall be considered when new uses are proposed in streams, ponds, lakes, and buffer zones:

- (1) Construction shall occur during periods when fish and wildlife are least sensitive to disturbance. Work in streams, ponds, and lakes shall be conducted during the periods specified in "Oregon Guidelines for Timing of In-Water Work to Protect Fish and Wildlife Resources" (Oregon Department of Fish and Wildlife 2000) unless otherwise coordinated with and approved by the Oregon Department of Fish and Wildlife.
 - (2) All natural vegetation shall be retained to the greatest extent practicable, including aquatic and riparian vegetation.
 - (3) Nonstructural controls and natural processes shall be used to the greatest extent practicable.
 - (4) Bridges, roads, pipeline and utility corridors, and other water crossings shall be minimized and should serve multiple purposes and properties.
 - (5) Stream channels shall not be placed in culverts unless absolutely necessary for property access. Bridges are preferred for water crossings to reduce disruption to streams, ponds, lakes, and their banks. When culverts are necessary, oversized culverts with open bottoms that maintain the channel's width and grade should be used.
 - (6) Temporary and permanent control measures shall be applied to minimize erosion and sedimentation when riparian areas are disturbed, including slope netting berms and ditches, tree protection, sediment barriers, infiltration systems, and culverts.
- d. Groundwater and surface-water quality will not be degraded by the proposed use.
 - e. Those portions of a proposed use that are not water-dependent or have a practicable alternative will be located outside of stream, pond, and lake buffer

zones.

- f. The **proposed** use complies with all applicable federal, state, and local laws.

Comment [WS4]: Language that was in MP but not in LUDO

- g. Unavoidable impacts to aquatic and riparian areas will be offset through rehabilitation and enhancement.

Rehabilitation and enhancement shall achieve no net loss of water quality, natural drainage, and fish and wildlife habitat of the affected stream, pond, lake, and/or buffer zone. When a project area has been disturbed in the past it shall be rehabilitated to its natural condition to the maximum extent practicable.

When a project area cannot be completely rehabilitated, such as when a boat launch permanently displaces aquatic and riparian areas, enhancement shall also be required.

The following rehabilitation and enhancement standards shall apply:

- (1) Rehabilitation and enhancement projects shall be conducted in accordance with a rehabilitation and enhancement plan.
- (2) Natural hydrologic conditions shall be replicated, including current patterns, circulation, velocity, volume, and normal water fluctuation.
- (3) Natural stream channel and shoreline dimensions shall be replicated, including depth, width, length, cross-sectional profile, and gradient.
- (4) The bed of the affected aquatic area shall be rehabilitated with identical or similar materials.
- (5) Riparian areas shall be rehabilitated to their original configuration, including slope and contour.
- (6) Fish and wildlife habitat features shall be replicated, including pool-riffle ratios, substrata, and structures. Structures include large woody debris and boulders.
- (7) Stream channels and banks, shorelines, and riparian areas shall be replanted with native plant species that replicate the original vegetation community.
- (8) Rehabilitation and enhancement efforts shall be completed no later than 90 days after the aquatic area or buffer zone has been altered or destroyed, or as soon thereafter as is practicable.
- (9) Three years after an aquatic area or buffer zone is rehabilitated or

enhanced, at least 75 percent of the replacement vegetation must survive. The project applicant shall monitor the replacement vegetation and take corrective measures to meet this standard.

6. Proposed uses in streams, ponds, lakes, and riparian areas and their buffer zones shall be evaluated for adverse effects, including cumulative effects, and adverse effects shall be prohibited.

Comment [WS5]: New language per cumulative effects requirements

7. Site Plans

In addition to the information required in all site plans, site plans for proposed uses in streams, ponds, lakes, and their buffer zones shall include: a map prepared at a scale of 1 inch equals 100 feet (1:1,200), or a scale providing greater detail; the exact boundary of the ordinary high water-mark or normal pool elevation and the prescribed buffer zone; and a description of actions that would alter or destroy the stream, pond, lake, or riparian area.

8. Rehabilitation and Enhancement Plans

Rehabilitation and enhancement plans shall be prepared when a project applicant is required to rehabilitate or enhance a stream, pond, lake, and/or buffer zone. They shall satisfy the following standards:

- a. Rehabilitation and enhancement plans shall be primarily the responsibility of the applicant. If the applicant has no practicable alternative, according to E below, Practicable Alternative Test, to locating within the stream, pond, lake, riparian zone, or buffer area, the Forest Service has agreed to provide assistance in the preparation of the plan, to the greatest extent possible.
- b. Rehabilitation and enhancement plans shall be prepared by qualified professionals, such as fish or wildlife biologists.
- c. All plans shall include an assessment of the physical characteristics and natural functions of the affected stream, pond, lake, and/or buffer zone. This assessment shall include hydrology, flora, and fauna.
- d. Plans shall include plan view and cross-sectional, scaled drawings; topographic survey data, including elevations at contour intervals of at least 2 feet, slope percentages, and final grade elevations; and other technical information shall be provided in sufficient detail to explain and illustrate:
 - (1) Soil and substrata conditions, grading and excavation, and erosion and sediment control needed to successfully rehabilitate and enhance the stream, pond, lake, and buffer zone.
 - (2) Planting plans that specify native plant species, quantities, size, spacing, or density; source of plant materials or seeds; timing, season, water, and

Comment [WS6]: LUDO Just said "Plan". Language added from MP to clarify what it is referring to

nutrient requirements for planting; and where appropriate, measures to protect plants from predation.

- (3)** Water-quality parameters, construction techniques, management measures, and design specifications needed to maintain hydrologic conditions and water quality.
- e.** A 3-year monitoring, maintenance, and replacement program shall be included in all rehabilitation and enhancement plans. At a minimum, a project applicant shall prepare an annual report that documents milestones, successes, problems, and contingency actions. Photographic monitoring shall be used to monitor all rehabilitation and enhancement efforts.
- f.** A project applicant shall demonstrate sufficient fiscal, administrative, and technical competence to successfully execute and monitor a rehabilitation and enhancement plan.
- (1)** The Director may require the owner of the property to sign a contract with the County for enforcement of the Rehabilitation and Enhancement Plan. Such contract shall be executed within thirty (30) days after approval is granted, provided, however, that the Director may grant time extensions due to practical difficulty. The Director shall have the authority to execute such contracts on behalf of the County. If a contract is required, no building permit shall be issued for the use covered by the application, nor construction commence, until the executed contract is recorded on the real property records of Wasco County and filed in the County Journal. Such contract shall not restrict the power of subsequent administrative action, with or without conditions. Such contracts shall be enforceable against the signing parties, their heirs, successors, and assigns by Wasco County by appropriate action in law or suit in equity for the benefit of public health, safety and welfare.
- (2)** A bond, in a form acceptable to the Director or, upon appeal or review, by the Commission or County Court or a cash deposit from the property owner(s) or contract purchaser(s) in such amount as will assure compliance with the Rehabilitation and Enhancement Plan may be required. Such bond or deposit shall be posted before any building permits will be issued or construction may commence.

C. Wildlife Habitat

1. Purpose:

- a. Ensure that new uses do not adversely affect sensitive wildlife areas and sites.

b. "Sensitive wildlife areas" means the 17 land and water areas that are included in the wildlife inventory of the Management Plan.

"Sensitive wildlife sites" is used here in a generic sense to refer to sites that are used by species that are:

- (1) Listed as endangered or threatened pursuant to federal or state endangered species acts,
- (2) Listed as sensitive by the Oregon Fish and Wildlife Commission, or

(3) (3) — Considered to be of special interest to the public, limited to great blue heron, osprey, mountain goat, golden eagle, and prairie falcon. _

(4) Updated lists of species included in (1), (2), and (3) above can be found on the website for the Wildlife Division of Oregon Department of Fish and Wildlife. A list also is maintained by the USDA Forest Service – Scenic Area Office and available at the Gorge Commission office and on its website.

b. Enhance wildlife habitat that has been altered or destroyed by past uses.

2. Approval Criteria for Fences in Deer and Elk Winter Range

New fences in deer and elk winter range shall comply with the following standards.

- a. New fences in deer and elk winter range shall be allowed only when necessary to control livestock or exclude wildlife from specified areas, such as gardens or sensitive wildlife sites. The areas fenced shall be the minimum necessary to meet the immediate needs of the project applicant.
- b. New and replacement fences that are allowed in winter range shall comply with the guidelines in *Specifications for Structural Range Improvements* (Sanderson et. al. 1990), as summarized below, unless the project applicant demonstrates the need for an alternative design:

(1) To make it easier for deer to jump over the fence, the top wire shall not be more than 42 inches high.

(2) The distance between the top two wires is critical for adult deer because

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Comment [WS7]: This language was in
MP but not in LUDO. Wanted to
clarify that updates to this list
may come available

their hind legs often become entangled between these wires. A gap of at least 10 inches shall be maintained between the top two wires to make it easier for deer to free themselves if they become entangled.

(3) The bottom wire shall be at least 16 inches above the ground to allow fawns to crawl under the fence. It should consist of smooth wire because barbs often injure animals as they crawl under fences.

(4) Stays, or braces placed between strands of wire, shall be positioned between fence posts where deer are most likely to cross. Stays create a more rigid fence, which allows deer a better chance to wiggle free if their hind legs become caught between the top two wires.

c. Woven wire fences may be authorized only when a project applicant clearly demonstrates that such a fence is required to meet his/her specific and immediate needs, such as controlling hogs and sheep.

3. Uses and Activities Permitted within 1,000 feet of a Sensitive Wildlife Area or Site.

Except for uses permitted without review in Section 3.100 and 3.180(B) (Open Space), uses and activities authorized by the applicable designation may be allowed within 1,000 feet of a sensitive wildlife area or site subject to (4) below, Site Plans and Field Surveys, the remaining applicable sections this Chapter and the following criteria:

a. Uses that are proposed within 1,000 feet of a sensitive wildlife area or site shall be reviewed by the Oregon Department of Fish and Wildlife.

(1) The approximate locations of sensitive wildlife areas and sites are shown in the wildlife inventory.

(2) State wildlife biologists will help to determine if a new use would adversely affect a sensitive wildlife area or site.

b. The Site plan shall be submitted to the Oregon Department of Fish and Wildlife by the County. State wildlife biologists will review the site plan and their field survey records. They will:

(1) Identify/verify the precise location of the wildlife area or site,

(2) Ascertain whether the wildlife area or site is active or abandoned,

(3) Determine if the proposed use may compromise the integrity of the wildlife area or site or occur during the time of the year when wildlife species are sensitive to disturbance, such as nesting or rearing seasons, and

(4) In some instances, state wildlife biologists may conduct field surveys to

verify the wildlife inventory and assess the potential effects of a proposed use.

c. The following factors may be considered when site plans are reviewed:

- (1)** Biology of the affected wildlife species.
- (2)** Published guidelines regarding the protection and management of the affected wildlife species. The Oregon Department of Forestry has prepared technical papers that include management guidelines for osprey and great blue heron.
- (3)** Physical characteristics of the subject parcel and vicinity, including topography and vegetation.
- (4)** Historic, current, and proposed uses in the vicinity of the sensitive wildlife area or site.
- (5)** Existing condition of the wildlife area or site and the surrounding habitat and the useful life of the area or site.

d. The wildlife protection process may terminate if the County, in consultation with the state wildlife agency, determines:

- (1)** The sensitive wildlife area or site is not active, or
- (2)** The proposed use would not compromise the integrity of the wildlife area or site or occur during the time of the year when wildlife species are sensitive to disturbance.

e. If the County, in consultation with the State wildlife agency, determines that the proposed use would have only minor effects on the wildlife area or site that could be eliminated through mitigation measures recommended by the state wildlife biologist, or by simply modifying the site plan or regulating the timing of new uses:

- (1)** A letter shall be sent to the project applicant that describes the effects and measures needed to eliminate them.
- (2)** If the project applicant accepts these recommendations, the County will incorporate them into its development review order, and
- (3)** The wildlife protection process may conclude.

f. If the County, in consultation, with Oregon Department of Fish and Wildlife, determines that the proposed use would adversely affect a sensitive wildlife area or site and the effects of the proposed use cannot be eliminated through site plan modifications or project timing, the project applicant shall prepare a

wildlife management plan as specified in 5, Wildlife Management Plans.

- g. The County shall submit a copy of all field surveys and wildlife management plans to Oregon Department of Fish and Wildlife.

(1) The state wildlife agency will have 20 days from the date that a field survey or management plan is mailed to submit written comments to the County Planning Office.

(2) The ~~local government~~County shall record and address any written comments submitted by the state wildlife agency in its development review order.

~~(3)h.~~ Based on the comments from the state wildlife agency, the County will make a final decision on whether the proposed use would be consistent with the wildlife policies and guidelines.

~~(1)~~ If the final decision contradicts the comments submitted by the state wildlife agency, the County shall justify how it reached an opposing conclusion.

~~h. (2)~~ The County shall require the project applicant to revise the wildlife management plan to ensure that the proposed use would not adversely affect a sensitive wildlife area or site.

~~4. Proposed uses within 1,000 feet of a sensitive wildlife area or site shall be evaluated for adverse effects, including cumulative effects, and adverse effects shall be prohibited.~~

45. Site Plans and Field Surveys

a. In addition to the information required for all site plans, site plans for uses within 1,000 feet of a sensitive wildlife area or site shall include a map prepared at a scale of 1 inch equals 100 feet (1:1,200), or a scale providing greater detail.

b. A field survey to identify sensitive wildlife areas or sites shall be required for:

- (1) Land divisions that create four or more parcels;
- (2) Recreation facilities that contain parking areas for more than 10 cars, overnight camping facilities, boat ramps, and visitor information and environmental education facilities;
- (3) Public transportation facilities that are outside improved rights-of-way;
- (4) Electric facilities, lines, equipment, and appurtenances that are 33 kilovolts or greater; and

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Comment [WS8]: New language per cumulative effects requirements

- (5) Communications, water and sewer, and natural gas transmission (as opposed to distribution) lines, pipes, equipment, and appurtenances and other project related activities, except when all of their impacts will occur inside previously disturbed road, railroad or utility corridors, or existing developed utility sites, that are maintained annually.
- c. Field surveys shall cover all areas affected by the proposed use or recreation facility. They shall be conducted by a professional wildlife biologist hired by the project applicant. All sensitive wildlife areas and sites discovered in a project area shall be described and shown on the site plan map.

65. Wildlife Management Plans

Wildlife management plan shall be prepared when a proposed use is likely to adversely affect a sensitive wildlife area or site. Their primary purpose is to document the special characteristics of a project site and the habitat requirements of affected wildlife species. This information provides a basis for the project applicant to redesign the proposed use in a manner that protects sensitive wildlife areas and sites, maximizes his/her development options, and mitigates temporary impacts to the wildlife area or site and/or buffer zone.

Wildlife management plans shall meet with the following standards:

- a. Wildlife management plans shall be prepared by a professional wildlife biologist.
- b. The primary responsibility and cost of preparing wildlife management plans shall be borne by the applicant. If the applicant has no practicable alternative, according to E below, Practicable Alternative Test, to locating within 1,000 feet of a sensitive wildlife area or site, the Forest Service has agreed to provide assistance in the preparation of the plan, to the greatest extent possible.
- c. All relevant background information shall be documented and considered, including biology of the affected species, published protection and management guidelines, physical characteristics of the subject parcel, past and present use of the subject parcel, and useful life of the wildlife area or site.
- d. The core habitat of the sensitive wildlife species shall be delineated. It shall encompass the sensitive wildlife area or site and the attributes, or key components, that are essential to maintain the long-term use and integrity of the wildlife area or site.
- e. A wildlife buffer zone shall be employed. It shall be wide enough to ensure that the core habitat is not adversely affected by new uses, or natural forces, such as fire and wind. Buffer zones shall be delineated on the site plan map and shall reflect the physical characteristics of the project site and the biology

of the affected species.

- f. The size, scope, configuration, or density of new uses within the core habitat and the wildlife buffer zone shall be regulated to protect scenic wildlife species. The timing and duration of all uses shall also be regulated to ensure that they do not occur during the time of the year when wildlife species are sensitive to disturbance. The following standards shall apply:
 - (1) New uses shall generally be prohibited within the core habitat. Exceptions may include uses that have temporary and negligible effects, such as the installation of minor underground utilities or the maintenance of existing structures. Low intensity, non-destructive uses may be conditionally authorized in the core habitat.
 - (2) Intensive uses shall be generally prohibited in wildlife buffer zones. Such uses may be conditionally authorized when a wildlife area or site is inhabited seasonally, provided they will have only temporary effects on the wildlife buffer zone and rehabilitation and/or enhancement will be completed before a particular species returns.
- g. Rehabilitation and/or enhancement shall be required when new uses are authorized within wildlife buffer zones.
 - (1) When a buffer zone has been altered or degraded in the past, it shall be rehabilitated to its natural condition to the maximum extent practicable.
 - (2) When complete rehabilitation is not possible, such as when new structures permanently displace wildlife habitat, enhancement shall also be required.
 - (3) Enhancement shall achieve no net loss of the integrity of the wildlife area or site.
 - (4) Rehabilitation and enhancement actions shall be documented in the wildlife management plan and shall include a map and text.
- h. The project applicant shall prepare and implement a 3-year monitoring plan when the affected wildlife area or site is occupied by a species that is listed as endangered or threatened pursuant to federal or state wildlife lists.
 - (1) It shall include an annual report and shall track the status of the wildlife area or site and the success of rehabilitation and/or enhancement actions.
 - (2) At the end of 3 years, rehabilitation and enhancement efforts may conclude if they are successful.
 - (3) In instances where rehabilitation and enhancement efforts have failed, the monitoring process shall be extended until the applicant satisfies the rehabilitation and enhancement standards.

D. Rare Plants

1. Purpose

- a.** Ensure that new uses do not adversely affect plant species that are, according to lists kept current by the Gorge Commission:

- (1)** endemic to the Columbia River Gorge and vicinity,

- (2)** listed as endangered or threatened pursuant to federal or state endangered species acts, or

- (3)** listed as endangered or threatened on list (1) or list (2), by the Oregon Natural Heritage Program. (For brevity, these species will be referred to as "sensitive" plant species.)

- b.** Encourage the protection of plant species that are classified "Review" {list 3}, or "Watch" {list 4} by the Oregon Natural Heritage Program.

- c.** Enhance the natural habitat of rare plant species.

2. Sensitive Plant Buffer Zones:

- a.** A 200 foot buffer zone shall be maintained around sensitive plants. Buffer zones shall remain in an undisturbed, natural condition.

- b.** Buffer zones may be reduced if a project applicant demonstrates that intervening topography, vegetation, manmade features, or natural plant habitat boundaries negate the need for a 200 foot radius. Under no circumstances shall the buffer zone be less than 25 feet.

- c.** Requests to reduce buffer zones shall be considered if a professional botanist or plant ecologist hired by the project applicant:

- (1)** identifies the precise location of the sensitive plants,

- (2)** describes the biology of the sensitive plants, and

- (3)** demonstrates that the proposed use will not have any negative effects, either direct or indirect, on the affected plants and the surrounding habitat that is vital to their long-term survival.

- (4)** All requests shall be prepared as a written report. Published literature regarding the biology of the affected plants and recommendations regarding their protection and management shall be cited. The report shall include detailed maps and photographs.

d. The County shall submit all requests to reduce sensitive plant species buffer zones to the Oregon Natural Heritage Program.

(1) The state heritage program will have 20 days from the date that such a request is mailed to submit written comments to the County Planning Office.

(2) The County shall record and address any written comments submitted by the state heritage program in its development review order.

(3) Based on the comments from the state heritage program, the County will make a final decision on whether the reduced buffer zone is justified. If the final decision contradicts the comments submitted by the state heritage program, the ~~local government~~County shall justify how it reached an opposing conclusion.

Comment [WS9]: In all other cases "local government" was already replaced with "County".

3. Uses and Activities Permitted Within 1,000 Feet of a Sensitive Plant

Except for uses permitted without review in Section 3.100 and 3.180(B) (Open Space) uses and activities authorized by the applicable zoning designation may be allowed within 1,000 feet of a sensitive plant subject to (4) below, Site Plans and Field Surveys, the remaining applicable sections of this Chapter and the following criteria:

a. Uses that are proposed within 1,000 feet of a sensitive plant shall be reviewed by the Oregon Natural Heritage Program.

(1) The approximate locations of sensitive plants are shown in the rare plant species inventory.

(2) State heritage staffs will help determine if a new use would invade the buffer zone of sensitive plants.

b. Site plans shall be submitted to the State Natural Heritage Program by the County.

(1) The State Heritage staff will review the site plan and their field survey records.

(2) The State Heritage Office will identify the precise location of the affected plants and delineate a 200 foot buffer zone on the project applicant's site plan.

(3) If the field survey records of the state heritage program are inadequate, the project applicant shall hire a person with recognized expertise in botany or plant ecology to ascertain the precise location of the affected plants.

- c. The rare plant protection process may conclude if the ~~local government~~County, in consultation with the State Heritage Program, determines that the proposed use would be located outside of a sensitive plant buffer zone.
- d. New uses shall be prohibited within sensitive plant species buffer zones, except for those uses that are allowed outright.
- e. If a proposed use must be allowed within a sensitive plant buffer zone in accordance with Chapter 6, Variances the project applicant shall prepare a protection and rehabilitation plan that complies with the standards in (7) below, Protection and Rehabilitation Plans.
- f. The County shall submit a copy of all field surveys and protection and rehabilitation plans to the Oregon Natural Heritage Program.
 - (1) The state heritage program will have 20 days from the date that a field survey is mailed to submit written comments to the County.
 - (2) The County shall record and address any written comments submitted by the state heritage program in its development review order.
- g. Based on the comments from the State Heritage Program, the County will make a final decision on whether the proposed use would be consistent with the rare plant policies and guidelines. If the final decision contradicts the comments submitted by the state heritage program, the County shall justify how it reached an opposing conclusion.

- 4. Proposed uses within 1,000 feet of a sensitive plant shall be evaluated for adverse effects, including cumulative effects, and adverse effects shall be prohibited.

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Comment [WS10]: New language per cumulative effects requirements.

5. Site Plans and Field Surveys

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- a. In addition to the information required in all site plans, site plans for uses within 1,000 feet of a sensitive plant shall include a map prepared at a scale of 1 inch equals 100 feet (1:1,200), or a scale providing greater detail.
- b. A field survey to identify sensitive plants shall be required for:
 - (1) land divisions that create four or more parcels;
 - (2) recreation facilities that contain parking areas for more than 10 cars, overnight camping facilities, boat ramps, and visitor information and environmental education facilities;

- (3) Public transportation facilities that are outside improved rights-of-way;
 - (4) electric facilities, lines, equipment, and appurtenances that are 33 kilovolts or greater; and
 - (5) communications, water and sewer, and natural gas transmission (as opposed to distribution) lines, pipes, equipment and appurtenances and other project related activities, except when all of their impacts will occur inside previously disturbed road, railroad or utility corridors, or existing developed utility sites, that are maintained annually.
- c. Field surveys shall cover all areas affected by the proposed use or recreation facility.
- (1) Field surveys shall be conducted by a person with recognized expertise in botany or plant ecology hired by the project applicant.
 - (2) Field surveys shall identify the precise location of the sensitive plants and delineate a 200 foot buffer zone.
 - (3) The results of a field surveys shall be shown on the site plan map.

65. Protection and Rehabilitation Plans

Protection and rehabilitation plans shall minimize and offset unavoidable impacts that result from a new use that occurs within a sensitive plant buffer zone as the result of a variance granted according to Chapter 6. All plans shall meet the following guidelines:

- a. Protection and rehabilitation plans shall be prepared by a professional botanist or plant ecologist.
- b. The primary responsibility and cost of preparing protection and rehabilitation plans shall be borne by the applicant. Recognizing the limited number of situations in which an applicant will be forced to locate within a sensitive plant buffer area, the Forest Service has agreed to provide assistance in the preparation of these plans, to the greatest extent possible.
- c. Construction, protection, and rehabilitation activities shall occur during the time of the year when ground disturbance will be minimized and protection, rehabilitation, and replacement efforts will be maximized.
- d. Sensitive plants that will be destroyed shall be transplanted or replaced to the maximum extent practicable.
 - (1) Replacement is used here to mean the establishment of a particular plant species in areas of suitable habitat not affected by new uses.

Comment [WS11]: MP has "standards", PC wanted to keep "guidelines" in this case

- (2) Replacement may be accomplished by seeds, cuttings, or other appropriate methods.
- (3) Replacement shall occur as close to the original plant site as practicable.
- (4) The project applicant shall ensure that at least 75 percent of the replacement plants survive three years after the date they are planted.
- e. Sensitive plants and their surrounding habitat that will not be altered or destroyed shall be protected and maintained. Appropriate protection and maintenance techniques shall be applied, such as fencing, conservation buffers, livestock management, and noxious weed control.
- f. Habitat of a sensitive plant that will be affected by temporary uses shall be rehabilitated to a natural condition.
- g. Protection efforts shall be implemented before construction activities begin. Rehabilitation efforts shall be implemented immediately after the plants and their surrounding habitat are disturbed.
- h. Protection and rehabilitation plans shall include maps, photographs, and text. The text shall:
 - (1) Describe the biology of sensitive plant species that will be affected by a proposed use.
 - (2) Explain the techniques that will be used to protect sensitive plants and their surrounding habitat that will not be altered or destroyed.
 - (3) Describe the rehabilitation and enhancement actions that will minimize and offset the impacts that will result from a proposed use.
 - (4) Include a 3-year monitoring, maintenance, and replacement program. The project applicant shall prepare and submit to the ~~local government~~County an annual report that documents milestones, successes, problems, and contingency actions.

E. Practicable Alternative Test

An alternative site for a proposed use shall be considered practicable if it is available and the proposed use can be undertaken on that site after taking into consideration cost, technology, logistics, and overall project purposes.

A practicable alternative does not exist if a project applicant satisfactorily demonstrates all of the following:

1. The basic purpose of the use cannot be reasonably accomplished using one or more other sites in the vicinity that would avoid or result in less adverse effects on wetlands, streams, ponds, lakes, riparian areas, wildlife, or plant areas and sites; and
2. The basic purpose of the use cannot be reasonably accomplished by reducing its size, scope, configuration, or density ~~as proposed~~, or by changing the design of the use in a way that would avoid or result in less adverse effects on wetlands, streams, ponds, lakes, riparian areas, wildlife or plant areas and sites.; and
2. Reasonable attempts were made to remove or accommodate constraints that caused a project applicant to reject alternatives to the use as proposed. Such constraints include inadequate infrastructure, parcel size, and land use designations. If a land use designation or recreation intensity class is a constraint, an applicant must request a management plan amendment to demonstrate that practicable alternatives do not exist.

Comment [WS12]: Not in MP

F. Public Interest Test

The following factors shall be considered when determining if a proposed use is in the public interest:

1. The extent of public need for the proposed use.
2. The extent and permanence of beneficial or detrimental effects that the proposed use may have on the public and private uses for which the property is suited.
3. The functions and size of the wetland, stream, pond, lake, or riparian area that may be affected.
4. The economic value of the proposed use to the general area.
2. The ecological value of the wetland, stream, pond, lake, or riparian area and probable effect on public health and safety, fish, plants, and wildlife.

SECTION 14.610 Natural Resources (SMA Only)

A. Water Resources (Wetlands, Streams, Ponds, Lakes, and Riparian Areas)

1. Purpose - Protect and enhance the quantity and quality of water resources and their functions.
2. All new developments and uses, as described in a site plan prepared by the applicant, shall be evaluated using the following guidelines to ensure that natural resources are protected from adverse effects. Cumulative effects analysis is not required for expedited review uses or developments. Comments from state and federal agencies shall be carefully considered.
 - a. All Water Resources shall, in part, be protected by establishing undisturbed buffer zones as specified in (2)(a) and (b) below. These buffer zones are measured horizontally from a wetland, stream, lake, or pond boundary as defined below.
 - (1) All buffer zones shall be retained undisturbed and in their natural condition, except as permitted with a Mitigation Plan as described in E below.
 - (2) Buffer zones shall be measured outward from the bank full flow boundary for streams, the high water mark for ponds and lakes, the normal pool elevation for the Columbia River, and the wetland delineation boundary for wetlands on a horizontal scale that is perpendicular to the wetlands, stream, pond or lake boundary. On the main stem of the Columbia River above Bonneville Dam, buffer zones shall be measured landward from the normal pool elevation of the Columbia River. The following buffer zone widths shall be required:
 - (a) A minimum 200 foot buffer on each wetland, pond, lake, and each bank of a perennial or fish bearing stream, some of which can be intermittent.
 - (b) A 50-foot buffer zone along each bank of intermittent (including ephemeral), non-fish bearing streams.
 - (c) Maintenance, repair, reconstruction and realignment of roads and railroads within their rights-of-way shall be exempted from the wetlands and riparian guidelines upon demonstration of all of the following:
 - i. The wetland within the right-of-way is a drainage ditch not part of a larger wetland outside of the right-of-way.
 - ii. The wetland is not critical habitat.
 - iii. Proposed activities within the right-of-way would not adversely

Comment [WS13]: New language per cumulative effects requirements

affect a wetland adjacent to the right-of-way.

(3) The buffer width shall be increased for the following:

- (a)** When the channel migration zone exceeds the recommended buffer width, the buffer width shall extend to the outer edge of the channel migration zone.
- (b)** When the frequently flooded area exceeds the recommended riparian buffer zone width, the buffer width shall be extended to the outer edge of the frequently flooded area.
- (c)** When an erosion or landslide hazard area exceeds the recommended width of the buffer, the buffer width shall be extended to include the hazard area.

(4) Buffer zones can be reconfigured if a project applicant demonstrates all of the following:

- (a)** the integrity and function of the buffer zones is maintained,
- (b)** the total buffer area on the development proposal is not decreased,
- (c)** the width reduction shall not occur within another buffer, and
- (d)** the buffer zone width is not reduced more than 50% at any particular location. Such features as intervening topography, vegetation, man made features, natural plant or wildlife habitat boundaries, and flood plain characteristics could be considered.

(5) Requests to reconfigure buffer zones shall be considered if an appropriate professional (botanist, plant ecologist, wildlife biologist, or hydrologist), hired by the project applicant

- (a)** identifies the precise location of the sensitive wildlife/plant or water resource,
- (b)** describes the biology of the sensitive wildlife/plant or hydrologic condition of the water resource, and
- (c)** demonstrates that the proposed use will not have any negative effects, either direct or indirect, on the affected wildlife/plant and their surrounding habitat that is vital to their long-term survival or water resource and its long term function.

(6) The County shall submit all requests to re-configure sensitive wildlife/plant or water resource buffers to the Forest Service and the appropriate state agencies for review. All written comments shall be included in the project

file. Based on the comments from the state and federal agencies, the County will make a final decision on whether the reconfigured buffer zones are justified. If the final decision contradicts the comments submitted by the federal and state agencies, the County shall justify how it reached an opposing conclusion.

- b.** When a buffer zone is disturbed by a new use, it shall be replanted with only native plant species of the Columbia River Gorge.
- c.** The applicant shall be responsible for identifying all water resources and their appropriate buffers. (see above)
- d.** Wetlands Boundaries shall be delineated using the following:
 - (1)** The approximate location and extent of wetlands in the Scenic Area is shown on the National Wetlands Inventory (U. S. Department of the Interior 1987). In addition, the list of hydric soils and the soil survey maps shall be used as an indicator of wetlands.
 - (2)** Some wetlands may not be shown on the wetlands inventory or soil survey maps. Wetlands that are discovered by the local planning staff during an inspection of a potential project site shall be delineated and protected.
 - (3)** The project applicant shall be responsible for determining the exact location of a wetlands boundary. Wetlands boundaries shall be delineated using the procedures specified in the '1987 Corps of Engineers Wetland Delineation Manual (on-line Edition)'.
 - (4)** All wetlands delineations shall be conducted by a professional who has been trained to use the federal delineation procedures, such as a soil scientist, botanist, or wetlands ecologist.
- e.** Stream, pond, and lake boundaries shall be delineated using the bank full flow boundary for streams and the high water mark for ponds and lakes. The project applicant shall be responsible for determining the exact location of the appropriate boundary for the water resource.
- f.** The County may verify the accuracy of, and render adjustments to, a bank full flow, high water mark, normal pool elevation (for the Columbia River), or wetland boundary delineation. If the adjusted boundary is contested by the project applicant, the County shall obtain professional services, at the project applicant's expense, or the County will ask for technical assistance from the Forest Service to render a final delineation.
- g.** Buffer zones shall be undisturbed unless the following criteria have been satisfied:

- (1) The proposed use must have no practicable alternative as determined by the practicable alternative test.

Those portions of a proposed use that have a practicable alternative will not be located in wetlands, stream, pond, lake, and riparian areas and/or their buffer zone.

- (2) Filling and draining of wetlands shall be prohibited with exceptions related to public safety or restoration/enhancement activities as permitted when all of the following criteria have been met:

(a) A documented public safety hazard exists or a restoration/enhancement project exists that would benefit the public and is corrected or achieved only by impacting the wetland in question, and

(b) Impacts to the wetland must be the last possible documented alternative in fixing the public safety concern or completing the restoration/enhancement project, and

(c) The proposed project minimizes the impacts to the wetland.

- (5) Unavoidable impacts to wetlands and aquatic and riparian areas and their buffer zones shall be offset by deliberate restoration and enhancement or creation (wetlands only) measures as required by the completion of a Mitigation Plan as described in E below.

h. Proposed uses and development within wetlands, streams, ponds, lakes, riparian areas and their buffer zones shall be evaluated for cumulative effects to natural resources and cumulative effects that are adverse shall be prohibited.

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Comment [WS14]: New language per cumulative effects requirements

B. Wildlife and Plants

1. Purpose

- a. Protect (ensure that new uses do not adversely affect, including cumulative effects) and enhance the wildlife and plant diversity of the Gorge.
 - b. Encourage the protection of plant species that are classified as "List 3 (Review)" or "List 4 (Watch)" by the Oregon Natural Heritage Program.
 - c. Ensure that new uses do not adversely affect natural areas that are potentially eligible for the Oregon Register of Natural Heritage Resources.
2. All new developments and uses, as described in a site plan prepared by the applicant, shall be evaluated using the following guidelines to ensure that natural resources are protected from adverse effects. Comments from state and federal agencies shall be carefully considered.
- a. Protection of sensitive wildlife/plant areas and sites shall begin when proposed new developments or uses are within 1000 ft of a sensitive wildlife/plant site and/or area.

Sensitive Wildlife Areas and endemic plants are those areas depicted in the wildlife inventory and listed in the Priority Habitats Table below, including all Priority Habitats listed in this Chapter. The approximate locations of sensitive wildlife and/or plant areas and sites are shown in the wildlife and rare plant inventory.

- b. The County shall submit site plans (of uses that are proposed within 1,000 feet of a sensitive wildlife and/or plant area or site) for review to the Forest Service and Oregon Department of Fish and Wildlife and Oregon Natural Heritage Program for plant issues.
- c. The Forest Service wildlife biologists and/or botanists, in consultation with the appropriate state biologists, shall review the site plan and their field survey records. They shall:
 - (1) Identify/verify the precise location of the wildlife and/or plant area or site,
 - (2) Determine if a field survey will be required,
 - (2) Determine, based on the biology and habitat requirements of the affected wildlife/plant species, if the proposed use would compromise the integrity and function of or result in adverse affects (including cumulative effects) to the wildlife or plant area or site. This would include considering the time of year when wildlife or plant species are sensitive to disturbance, such as nesting, rearing seasons, or flowering season, and

- (4)** Delineate the undisturbed 200 ft buffer on the site plan for sensitive plants and/or the appropriate buffer for sensitive wildlife areas or sites, including nesting, roosting and perching sites.
- (a)** Buffer zones can be reconfigured if a project applicant demonstrates all of the following:
- i.** the integrity and function of the buffer zones is maintained,
 - ii.** the total buffer area on the development proposal is not decreased,
 - iii.** the width reduction shall not occur within another buffer, and
 - iv.** the buffer zone width is not reduced more than 50% at any particular location. Such features as intervening topography, vegetation, man made features, natural plant or wildlife habitat boundaries, and flood plain characteristics could be considered.
- (b)** Requests to reduce buffer zones shall be considered if an appropriate professional (botanist, plant ecologist, wildlife biologist, or hydrologist), hired by the project applicant,
- i.** identifies the precise location of the sensitive wildlife/plant or water resource,
 - ii.** describes the biology of the sensitive wildlife/plant or hydrologic condition of the water resource, and
 - iii.** demonstrates that the proposed use will not have any negative effects, either direct or indirect, on the affected wildlife/plant and their surrounding habitat that is vital to their long-term survival or water resource and its long term function.
- (c)** The County shall submit all requests to re-configure sensitive wildlife/plant or water resource buffers to the Forest Service and the appropriate state agencies for review. All written comments shall be included in the record of application and based on the comments from the state and federal agencies, the County will make a final decision on whether the reduced buffer zone is justified. If the final decision contradicts the comments submitted by the federal and state agencies, the County shall justify how it reached an opposing conclusion.
- d.** The County, in consultation with the State and federal wildlife biologists and/or botanists, shall use the following criteria in reviewing and evaluating the site plan to ensure that the proposed developments or uses do not compromise the integrity and function of or result in adverse affects to the wildlife or plant area or site:

- (1) Published guidelines regarding the protection and management of the affected wildlife/plant species. Examples include: the Oregon Department of Forestry has prepared technical papers that include management guidelines for osprey and great blue heron; ~~the Washington Department of Wildlife has prepared similar guidelines for a variety of species, including the western pond turtle, the peregrine falcon, and the Larch Mountain salamander (Rodrick and Milner 1991).~~
- (2) Physical characteristics of the subject parcel and vicinity, including topography and vegetation.
- (3) Historic, current, and proposed uses in the vicinity of the sensitive wildlife/plant area or site.
- (4) Existing condition of the wildlife/plant area or site and the surrounding habitat and the useful life of the area or site.
- (5) In areas of winter range, habitat components, such as forage, and thermal cover, important to the viability of the wildlife must be maintained or, if impacts are to occur, enhancement must mitigate the impacts so as to maintain overall values and function of winter range.
- (6) The site plan is consistent with the "Oregon Guidelines for Timing of In-Water Work to Protect Fish and Wildlife Resources" (Oregon Department of Fish and Wildlife 2000).
- (7) The site plan activities coincide with periods when fish and wildlife are least sensitive to disturbance. These would include, among others, nesting and brooding periods (from nest building to fledgling of young) and those periods specified.
- (8) The site plan illustrates that new developments and uses, including bridges, culverts, and utility corridors, shall not interfere with fish and wildlife passage.
- (9) Maintain, protect, and enhance the integrity and function of Priority Habitats (such as old growth forests, talus slopes, and oak woodlands) as listed on the following Priority Habitats Table. This includes maintaining structural, species, and age diversity, maintaining connectivity within and between plant communities, and ensuring that cumulative impacts are considered in documenting integrity and function.

Comment [WS15]: Everything else from WA state in the MP was left out of the LUDO

PRIORITY HABITATS TABLE	
Priority Habitats	Criteria

Aspen stands	High fish and wildlife species diversity, limited availability, high vulnerability to habitat alteration.
Caves	Significant wildlife breeding habitat, limited availability, dependent species.
Old-growth forest	High fish and wildlife density, species diversity, breeding habitat, seasonal ranges, and limited and declining availability, high vulnerability.
Oregon white oak woodlands	Comparatively high fish and wildlife density, species diversity, declining availability, high vulnerability
Prairies and steppe	Comparatively high fish and wildlife density, species diversity, important breeding habitat, declining and limited availability, high vulnerability.
Riparian	High fish and wildlife density, species diversity, breeding habitat, movement corridor, high vulnerability, dependent species.
Wetlands	High species density, high species diversity, important breeding habitat and seasonal ranges, limited availability, high vulnerability.
Snags and logs	High fish and wildlife density, species diversity, limited availability, high vulnerability, dependent species.
Talus	Limited availability, unique and dependent species, high vulnerability.
Cliffs	Significant breeding habitat, limited availability, dependent species.
Dunes	Unique species habitat, limited availability, high vulnerability, dependent species.

e. The wildlife/plant protection process may terminate if the County, in consultation with the Forest Service and state wildlife agency or Heritage program, determines

(1) the sensitive wildlife area or site is not active, or

(2) the proposed use is not within the buffer zones and would not compromise the integrity of the wildlife/plant area or site, and

(3) the proposed use is within the buffer and could be easily moved out of the buffer by simply modifying the project proposal (site plan modifications). If the project applicant accepts these recommendations, the ~~local government~~County shall incorporate them into its development review order and the wildlife/plant protection process may conclude.

- f. If the above measures fail to eliminate the adverse affects, the proposed project shall be prohibited, unless the project applicant can meet the Practicable Alternative Test in D below, and prepare a Mitigation Plan pursuant to E below to offset the adverse effects by deliberate restoration and enhancement.
- g. The County shall submit a copy of all field surveys (if completed) and mitigation plans to the Forest Service and appropriate state agencies. The County shall include all comments in the record of application and address any written comments submitted by the state and federal wildlife agency/heritage programs in its development review order.

Based on the comments from the state and federal wildlife agency/heritage program, the County shall make a final decision on whether the proposed use would be consistent with the wildlife/plant policies and guidelines. If the final decision contradicts the comments submitted by the state and federal wildlife agency/heritage program, the County shall justify how it reached an opposing conclusion.

- h. The County shall require the project applicant to revise the mitigation plan as necessary to ensure that the proposed use would not adversely affect a sensitive wildlife/plant area or site.
- i. Proposed uses and developments within 1,000 feet of sensitive wildlife areas and sites or within 1,000 feet of rare plants shall be evaluated for cumulative effects to natural resources and cumulative effects that are adverse shall be prohibited.

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Comment [WS16]: New language per cumulative effects requirements

C. Soil Productivity

Soil productivity shall be protected using the following criteria:

1. A description or illustration showing the mitigation measures to control soil erosion and stream sedimentation.
2. New developments and land uses shall control all soil movement within the area shown on the site plan.
3. The soil area disturbed by new development or land uses, except for new cultivation, shall not exceed 15 percent of the project area.
4. Within 1 year of project completion, 80 percent of the project area with surface disturbance shall be established with effective native ground cover species or other soil-stabilizing methods to prevent soil erosion until the area has 80 percent vegetative cover.

D. Practicable Alternative Test

An alternative site for a proposed use shall be considered practicable if it is available and the proposed use can be undertaken on that site after taking into consideration cost, technology, logistics, and overall project purposes.

A practicable alternative does not exist if a project applicant satisfactorily demonstrates all of the following:

1. The basic purpose of the use cannot be reasonably accomplished using one or more other sites in the vicinity that would avoid or result in less adverse effects on wetlands, ponds, lakes, riparian areas, wildlife or plant areas and/or sites.
2. The basic purpose of the use cannot be reasonably accomplished by reducing its proposed size, scope, configuration, or density, or by changing the design of the use in a way that would avoid or result in less adverse effects on wetlands, ponds, lakes, riparian areas, wildlife or plant areas and/or sites.
3. Reasonable attempts were made to remove or accommodate constraints that caused a project applicant to reject alternatives to the proposed use. Such constraints include inadequate infrastructure, parcel size, and land use designations. If a land use designation or recreation intensity class is a constraint, an applicant must request a Management Plan amendment to demonstrate that practicable alternatives do not exist.

E. Mitigation Plan

1. Mitigation Plan shall be prepared when:

- a. The proposed development or use is within a buffer zone (wetland, pond, lakes, riparian areas, wildlife or plant areas and/or sites)
 - b. There is no practicable alternative according to D below, Practicable Alternative Test.
- 2. In all cases, Mitigation Plans are the responsibility of the applicant and shall be prepared by an appropriate professional (botanist/ecologist for plant sites, a wildlife/fish biologist for wildlife/fish sites, and a qualified professional for water resource sites).
- 3. The primary purpose of this information is to provide a basis for the project applicant to redesign the proposed use in a manner that protects sensitive water resources, and wildlife/plant areas and sites, that maximizes his/her development options, and that mitigates, through restoration, enhancement, and replacement measures, impacts to the water resources and/or wildlife/plant area or site and/or buffer zones.
- 4. The applicant shall submit the mitigation plan to the County. The County shall submit a copy of the mitigation plan to the Forest Service, and appropriate state agencies. If the final decision contradicts the comments submitted by the state and federal wildlife agency/heritage program, the County shall justify how it reached an opposing conclusion.
- 5. A project applicant shall demonstrate sufficient fiscal, technical, and administrative competence to successfully execute a mitigation plan involving wetland creation.
- 6. Mitigation plans shall include maps, photographs, and text. The text shall:
 - a. Describe the biology and/or function of the sensitive resources (eg. Wildlife/plant species, or wetland) that will be affected by a proposed use. An ecological assessment of the sensitive resource to be altered or destroyed and the condition of the resource that will result after restoration will be required. Reference published protection and management guidelines.
 - b. Describe the physical characteristics of the subject parcel, past, present, and future uses, and the past, present, and future potential impacts to the sensitive resources. Include the size, scope, configuration, or density of new uses being proposed within the buffer zone.
 - c. Explain the techniques that will be used to protect the sensitive resources and their surrounding habitat that will not be altered or destroyed (for examples, delineation of core habitat of the sensitive wildlife/plant species and key components that are essential to maintain the long-term use and integrity of the wildlife/plant area or site).

- d. Show how restoration, enhancement, and replacement (creation) measures will be applied to ensure that the proposed use results in minimum feasible impacts to sensitive resources, their buffer zones, and associated habitats.
 - e. Show how the proposed restoration, enhancement, or replacement (creation) mitigation measures are NOT alternatives to avoidance. A proposed development/use must first avoid a sensitive resource, and only if this is not possible should restoration, enhancement, or creation be considered as mitigation. In reviewing mitigation plans, the County, appropriate state agencies, and Forest Service shall critically examine all proposals to ensure that they are indeed last resort options.
7. At a minimum, a project applicant shall provide to the County a progress report every 3-years that documents milestones, successes, problems, and contingency actions. Photographic monitoring stations shall be established and photographs shall be used to monitor all mitigation progress.
8. A final monitoring report shall be submitted to the County for review upon completion of the restoration, enhancement, or replacement activity. This monitoring report shall document successes, problems encountered, resource recovery, status of any sensitive wildlife/plant species and shall demonstrate the success of restoration and/or enhancement actions. The County shall submit copies of the monitoring report to the Forest Service; who shall offer technical assistance to the County in helping to evaluate the completion of the mitigation plan. In instances where restoration and enhancement efforts have failed, the monitoring process shall be extended until the applicant satisfies the restoration and enhancement guidelines.
9. Mitigation measures to offset impacts to resources and/or buffers shall result in no net loss of water quality, natural drainage, fish/wildlife/plant habitat, and water resources by addressing the following:
- a. Restoration and enhancement efforts shall be completed no later than one year after the sensitive resource or buffer zone has been altered or destroyed, or as soon thereafter as is practicable.
 - b. All natural vegetation within the buffer zone shall be retained to the greatest extent practicable. Appropriate protection and maintenance techniques shall be applied, such as fencing, conservation buffers, livestock management, and noxious weed control. Within five years, at least 75 percent of the replacement vegetation must survive. All plantings must be with native plant species that replicate the original vegetation community.
 - c. Habitat that will be affected by either temporary or permanent uses shall be rehabilitated to a natural condition. Habitat shall be replicated in composition, structure, and function, including tree, shrub and herbaceous species, snags, pool-riffle ratios, substrata, and structures, such as large woody debris and boulders.

- d. If this standard is not feasible or practical because of technical constraints, a sensitive resource of equal or greater benefit may be substituted, provided that no net loss of sensitive resource functions occurs and provided the County, in consultation with the appropriate State and Federal agency, determine that such substitution is justified.
- e. Sensitive plants that will be destroyed shall be transplanted or replaced, to the maximum extent practicable. Replacement is used here to mean the establishment of a particular plant species in areas of suitable habitat not affected by new uses. Replacement may be accomplished by seeds, cuttings, or other appropriate methods.

Replacement shall occur as close to the original plant site as practicable. The project applicant shall ensure that at least 75 percent of the replacement plants survive 3 years after the date they are planted

- f. Nonstructural controls and natural processes shall be used to the greatest extent practicable.
 - (1) Bridges, roads, pipeline and utility corridors, and other water crossings shall be minimized and should serve multiple purposes and properties.
 - (2) Stream channels shall not be placed in culverts unless absolutely necessary for property access. Bridges are preferred for water crossings to reduce disruption to hydrologic and biologic functions. Culverts shall only be permitted if there are no practicable alternatives as demonstrated by the 'Practical Alternative Test'.
 - (3) Fish passage shall be protected from obstruction.
 - (4) Restoration of fish passage should occur wherever possible.
 - (5) Show location and nature of temporary and permanent control measures that shall be applied to minimize erosion and sedimentation when riparian areas are disturbed, including slope netting, berms and ditches, tree protection, sediment barriers, infiltration systems, and culverts.
 - (6) Groundwater and surface water quality will not be degraded by the proposed use. Natural hydrologic conditions shall be maintained, restored, or enhanced in such a manner that replicates natural conditions, including current patterns (circulation, velocity, volume, and normal water fluctuation), natural stream channel and shoreline dimensions and materials, including slope, depth, width, length, cross-sectional profile, and gradient.
 - (7) Those portions of a proposed use that are not water-dependent or that have a practicable alternative will be located outside of stream, pond, and

lake buffer zones.

(8) Streambank and shoreline stability shall be maintained or restored with natural revegetation.

(9) The size of restored, enhanced, and replacement (creation) wetlands shall equal or exceed the following ratios. The first number specifies the required acreage of replacement wetlands, and the second number specifies the acreage of wetlands altered or destroyed.

Restoration: 2: 1

Creation: 3: 1

Enhancement: 4: 1

- g.** Wetland creation mitigation shall be deemed complete when the wetland is self-functioning for 5 consecutive years. Self-functioning is defined by the expected function of the wetland as written in the mitigation plan. The monitoring report shall be submitted to the County to ensure compliance. The Forest Service, in consultation with appropriate state agencies, shall extend technical assistance to the County to help evaluate such reports and any subsequent activities associated with compliance.
- h.** Wetland restoration/enhancement can be mitigated successfully by donating appropriate funds to a non-profit wetland conservancy or land trust with explicit instructions that those funds are to be used specifically to purchase protection easements or fee title protection of appropriate wetlands acreage in or adjacent to the Columbia River Gorge meeting the ratios given above in (f)(9) above. These transactions shall be explained in detail in the Mitigation Plan and shall be fully monitored and documented in the monitoring report.

SECTION 14.700 Recreation Resources (GMA Only)

A. Purpose

1. Protect and enhance recreation resources consistent with Indian treaty rights.
2. Protect scenic, natural, cultural and recreation resources when providing new recreation opportunities.

B. Recreation Intensity Classes (RIC)

The following uses are permitted in the applicable Recreation Intensity Class designation, subject to compliance with Subsections (C) Approval Criteria for Recreation Uses and (D) Facility Design Standards for all Recreation Projects.

1. Recreation Intensity Class 1 (Very Low Intensity)

- a. Parking areas for a maximum of 10 cars for any allowed uses in Recreation Intensity Class 1.
- b. Trails for hiking, equestrian, and mountain biking use.
- c. Pathways for pedestrian and bicycling use.
- d. Trailheads (with provisions for hitching rails and equestrian trailers at trailheads accommodating equestrian use).
- e. Scenic viewpoints and overlooks.
- f. Wildlife/botanical viewing and nature study areas.
- g. River access areas.
- h. Simple interpretive signs and/or displays, not to exceed a total of 50 square feet.
- i. Entry name signs, not to exceed 10 square feet per sign.
- j. Boat docks, piers, or wharfs.
- k. Picnic areas.
- l. Restrooms/comfort facilities.

Comment [WC1]: Added to match Management Plan.

2. Recreation Intensity Class 2 (Low Intensity)

- A. All uses permitted in Recreation Intensity Class 1.

Comment [WC2]: Added to match Management Plan.

B. Parking areas for a maximum of 25 cars, to serve any allowed uses in Recreation Intensity Class 2. Parking spaces for campground units are to be included in this number.

Comment [WC3]: Edited to match Management Plan.

C. Simple interpretive signs and displays, not to exceed a total of 100 square feet.

D. Entry name signs, not to exceed 20 square feet per sign.

E. Boat ramps, not to exceed two lanes.

F. Campgrounds for 20 units or less, tent sites only.

3. Recreation Intensity Class 3 (Moderate Intensity)

Comment [WC4]: Added to match MP

A. All uses permitted in Recreation Intensity Classes 1 and 2.

B. Parking areas for a maximum of 75 cars, to serve any allowed uses in Recreation Intensity Class 3. Parking spaces for campground units are to be included in this number.

Comment [WC5]: Edited to match MP

C. Interpretive signs, displays and/or facilities.

D. Visitor information and environmental education signs, displays or facilities.

E. Entry name signs not to exceed 32 square feet per sign.

F. Boat ramps, not to exceed three lanes.

G. Concession stands, pursuant to applicable policies in this chapter.

H. Campgrounds for 50 individual units or less for tents and/or recreational vehicles, with a total density of no more than 10 units per acre (density to be measured based on total size of recreation facility and may include required buffer and setback areas). Class 3 campgrounds may also include one group campsite area, in addition to the individual campground units or parking area maximums allowed as described herein.

4. Recreation Intensity Class 4 (High Intensity)

Comment [WC6]: Added to match MP

A. All uses permitted in Recreation Intensity Classes 1, 2, and 3.

B. Parking areas for a maximum of 250 cars to serve any allowed uses in Recreation Intensity Class 4. Parking spaces for campground units are to be included in this number.

Comment [WC7]: Edited to match MP

C. Horseback riding stables and associated facilities.

- D. Entry name signs, not to exceed 40 square feet per sign.
- E. Boat ramps.
- F. Campgrounds for 175 individual units or less for tents and/or recreation vehicles with a total density of no more than 10 units per acre (density to be measured based on total size of recreation facility and may include required buffer and setback areas). Class 4 campgrounds may also include up to 3 group campsite areas, in addition to individual campsite units or parking area maximums allowed as described herein.

Approval Criteria for Recreation Uses

1. For all proposed recreation projects outside of Public or Commercial Recreation designations, project applicants shall demonstrate compliance with the following criteria (if applicable) as a condition of project approval:

- A. Compliance with all applicable guidelines in the Management Plan for the protection of scenic, cultural, recreation, and natural resources. Cumulative effects of proposed recreation projects on landscape settings shall be based on the "Compatible Recreation Use Guideline" for the landscape setting in which the proposed project is located (see Section 14.400 Landscape Settings)

Cumulative effects of proposed recreation projects on landscape settings shall be based on the stated "compatible recreation use" for the designated landscape setting in which the proposed project is located.

- B. For proposed recreation projects in or adjacent to lands designated Large or Small-Scale Agriculture, Commercial Forest Land, or Large or Small Woodland:

- (1) The use would not seriously interfere with accepted forest or agricultural practices on surrounding lands devoted to forest or farm uses. Provision of on-site buffers may be used to partially or fully comply with this criterion, depending upon project design and/or site conditions.

- (2) A declaration has been signed by the project applicant or owner and recorded with County deeds and records specifying that the applicant or owner is aware that operators are entitled to carry on accepted forest or farm practices on lands designated Large or Small-Scale Agriculture, Commercial Forest Land or Large or Small Woodland.

- C. For proposed projects including facilities for outdoor fires for cooking or other purposes, or proposed campgrounds:

- (1) The project applicant shall demonstrate that a sufficient quantity of water necessary for fire suppression (as determined pursuant to applicable fire codes or the County fire marshal) is readily available to the proposed facility, either through connection to a community water system or on-site wells,

Comment [WC8]: Edited to match MP. Some new language included.

Comment [WC9]: Changed to reflect section in the NSA LUDO, not the section from the MP

storage tanks, sumps, ponds or similar storage devices. If connection to a community water system is proposed, the project applicant shall demonstrate that the water system has adequate capacity to meet the facility's emergency fire suppression needs without adversely affecting the remainder of the water system with respect to fire suppression capabilities.

Comment [WC10]: Edited to match MP. We had this as a separate standard

- (2) To provide access for fire-fighting equipment, access drives shall be constructed to a minimum of 12 feet in width and a maximum grade of 12 percent. Access drives shall be maintained to a level that is passable to fire-fighting equipment.
- D. For proposed trail or trailhead projects: compliance with applicable trail policies in the Management Plan.
- E. For proposed projects providing boating or windsurfing access to the Columbia River or its tributaries: compliance with applicable "River Access and Protection of Treaty Rights" objectives in the Management Plan.
- F. For proposed projects on public lands or proposed projects providing access to the Columbia River or its tributaries shall comply with guidelines for protection of tribal treaty rights, as defined in Sections 14.800 and 14.810, Indian Tribal Treaty Rights and Consultation.
- G. Proposed projects which include interpretation of natural or cultural resources shall demonstrate that the interpretive facilities will not adversely affect natural or cultural resources and that appropriate and necessary resource protection measures shall be employed.

For proposed Recreation Intensity Class 4 projects (except for projects predominantly devoted to boat access), demonstration that the project accommodates provision of mass transportation access to the site. The number and size of the mass transportation facilities shall reflect the physical capacity of the site. This requirement may be waived upon a demonstration that providing such facilities would result in overuse of the site, either degrading the quality of the recreation experience or adversely affecting other resources at the site.

Comment [WC11]: Edited to match MP. Was all broken up before.

Facility Design Standards for All Recreation Projects

1. Recreation facilities which are not resource-based in nature may be included at sites providing resource-based recreation uses consistent with the standards and criteria contained herein, as long as such facilities comprise no more than one-third of the total land area dedicated to recreation uses and/or facilities. Required landscaped buffers may be included in calculations of total land area dedicated to recreation uses and/or facilities.
2. The facility design standards contained herein are intended to apply to individual recreation facilities. For the purposes of these standards, a recreation facility is considered a cluster or grouping of recreational developments or improvements

located in relatively close proximity to one another.

To be considered a separate facility from other developments or improvements within the same Recreation Intensity Class, recreation developments or improvements must be separated by at least one-quarter mile of undeveloped land (excluding trails, pathways, or access roads) from such developments or improvements.

3. Parking areas, access roads, and campsites shall be sited and designed to fit into the existing natural contours as much as possible, both to minimize ground-disturbing grading activities and utilize topography to screen parking areas and associated structures. Parking areas, access roads, and campsites shall be sited and set back sufficiently from bluffs so as to be visually subordinate as seen from Key Viewing Areas.
4. Existing vegetation, particularly mature trees, shall be maintained to the maximum extent practicable, and utilized to screen parking areas and campsites from Key Viewing Areas and satisfy requirements for perimeter and interior landscaped buffers.
5. Parking areas providing over 50 spaces shall be divided into discrete "islands" separated by unpaved, landscaped buffer areas.
6. Lineal frontage of parking areas and campsite loops to Scenic Travel Corridors shall be minimized to the greatest extent practicable.
7. Ingress/egress points shall be consolidated to the maximum extent practicable, providing for adequate emergency access pursuant to applicable fire and safety codes.
8. Signage shall be limited to that necessary to provide relevant, recreation or facility information, interpretive information, vehicular and pedestrian direction, and for safety purposes.
9. Exterior lighting shall be shielded, designed, and sited in a manner that prevents such lighting from projecting offsite or being highly visible from key viewing areas.
10. Innovative designs and materials which reduce visual impacts (such as "turf blocks" instead of conventional asphalt paving) shall be encouraged through incentives such as additional allowable parking spaces and reduce required minimum interior or perimeter landscaped buffers. Upon determination that potential visual impacts have been substantially reduced by use of such designs and materials, the County shall allow either reductions in required minimum interior or perimeter landscape buffers up to 50 percent of what would otherwise be required, or additional parking spaces not to exceed 10 percent of what would otherwise be permitted.

Comment [WC12]: Added in to match MP

11. A majority of trees, shrubs, and other plants in landscaped areas shall be species native or naturalized to the landscaped setting in which they occur. The landscape setting design guidelines Section 14.400 specify appropriate species.
12. All structures shall be designed so that height, exterior colors, reflectivity, mass, and siting enable them to blend with and not noticeably contrast with their setting.
13. Landscape buffers around the perimeter of parking areas accommodating more than 10 vehicles shall be provided. Minimum required widths are 5 feet for 20 vehicles or less, 20 feet for 50 vehicles or less, 30 feet for 100 vehicles or less, and 40 feet for 250 vehicles or less.
14. Interior landscaped buffers breaking up continuous areas of parking shall be provided for any parking areas over 50 spaces in size. The minimum width of interior landscaped buffers between each parking lot of 50 spaces or less shall be 20 feet.
15. Within required perimeter and interior landscaped buffer areas, a minimum of one tree of at least 6 feet in height shall be planted for every 10 lineal feet as averaged for the entire perimeter width. A minimum of 25 percent of planted species in perimeter buffers shall be coniferous to provide screening during the winter. Project applicants are encouraged to place such trees in random groupings approximating natural conditions. In addition to the required trees, landscaping shall include appropriate shrubs, groundcover and other plant materials.
16. Minimum required perimeter landscape buffer widths for parking areas or campgrounds may be reduced by as much as 50 percent, at the discretion of the County, if existing vegetation stands and/or existing topography are utilized such that the development is not visible from any Key Viewing Area.
17. Grading or soil compaction within the "drip line" of existing mature trees shall be avoided to the maximum extent practicable, to reduce risk of root damage and associated tree mortality.
18. All parking areas and campsites shall be set back from Scenic Travel Corridors, and the Columbia River and its major tributaries at least 100 feet.
 - a. Required perimeter landscaped buffers may be included when calculating such setbacks.
 - b. Setbacks from rivers shall be measured from the ordinary high water mark.
 - c. Setbacks from Scenic Travel Corridors shall be measured from the edge of road pavements.
19. Project applicants shall utilize measures and equipment necessary for the proper maintenance and survival of all vegetation utilized to meet the landscape

Comment [WC13]: Changed from MP to reflect the NSA LUDO section that discusses landscape settings.

Comment [WC14]: Added in to match MP

standards contained herein, and shall be responsible for such maintenance and survival.

- 20.** All parking areas shall be set back from property boundaries by at least 50 feet. All campsites and associated facilities shall be set back from property boundaries by at least 100 feet.
- 21.** All proposed projects at levels consistent with Recreation Intensity Class 4 (except proposals predominantly devoted to boat access) shall comply with C(9) above regarding provision of mass transportation access.

Variances and Plan Amendments

- 1.** The County may grant a variance to the setback and buffer requirements contained in this Chapter in accordance with Chapter 6 and upon findings that the following conditions exist:
 - A.** The proposed project is a public use, resource-based recreation facility providing or supporting either recreational access to the Columbia River and its tributaries, or recreational opportunities associated with a Scenic Travel Corridor;
 - B.** All reasonable measures to redesign the proposed project to comply with required setbacks and buffers have been explored, and application of those setbacks and buffers would prohibit a viable recreation use of the site as proposed;
 - C.** Resource impacts have been mitigated to less than adverse levels through design provisions and mitigation measures.
 - D.** The variance is the minimum necessary to accommodate the use.
- 2.** The County may grant a variance of up to 10 percent to the standards of Recreation Intensity Class 4 for parking and campground units upon demonstration that:

(The provisions of Chapter 6, Variances shall not apply)

- A.** Demand and use levels for the proposed activity(s), particularly in the area where the site is proposed, are high and expected to remain so and/or increase. Statewide Comprehensive Outdoor Recreation Plan (SCORP) data and data from Scenic Area recreation demand studies shall be relied upon to meet this criterion in the absence of current applicable studies.
- B.** The proposed use is dependent on resources present at the site.
- C.** Reasonable alternative sites, including those in nearby Urban Areas, offering similar opportunities have been evaluated and it has been demonstrated that

the proposed use cannot be adequately accommodated elsewhere.

- D. The proposed use is consistent with the goals, objectives and policies for recreation in the Management Plan.
 - E. Through site design and/or mitigation measures, the proposed use can be implemented without adversely affecting scenic, natural or cultural resources, and adjacent land uses.
 - F. Through site design and/or mitigation measures, the proposed use can be implemented without affecting treaty rights.
3. Proposals to change the Recreation Intensity Class of an area to a different class shall require a plan amendment, pursuant to Policies 1 through 4 in "Amendment of the Management Plan" (Part IV, Chapter 1, Gorge Commission Role) of the Management Plan for the Columbia River Gorge National Scenic Area.

F. Proposed development on properties Adjacent to Listed Recreation Sites

Recreation sites shall be protected from adjacent uses that would detract from their use and enjoyment. If new buildings or structures may detract from the use and enjoyment of established recreation sites on adjacent parcels, an appropriate buffer shall be established between the building/structure and the parcel.

Comment [WC15]: This was in another location in our NSA LUDO, edited to align with the MP.

SECTION 14.710 Recreation Resources (SMA Only)

The following standards apply to the lands in the Special Management Area:

- A.** If a standard or condition of this subsection is more restrictive than other subsections of this section, this subsection is controlling;
- B.** New developments and land uses shall not displace existing recreational use.
- C.** Protect recreation resources from adverse effects by evaluating new developments and land uses as proposed in the site plan. An analysis of both on- and off-site cumulative effects shall be required.
- D.** New pedestrian or equestrian trails shall not have motorized uses, except for emergency services.
- E.** Mitigation measures shall be provided to preclude adverse effects on the recreation resource.
- F.** The facility guidelines are intended to apply to individual recreation facilities. For the purposes of these standards, a recreation facility is considered a cluster or grouping of recreational developments or improvements located in relatively close proximity to one another. Recreation developments or improvements to be considered a separate facility from other developments or improvements within the same Recreation Intensity Class must be separated by at least one-quarter mile of undeveloped land (excluding trails, pathways, or access roads) from such developments or improvements.
- G.** New development and reconstruction of scenic routes (see Part III, Chapter 1: Recreation Development Plan in the Management Plan) shall include provisions for bicycle lanes.
- H.** New interpretive or education programs and/or facilities shall follow the recommendations of the "Interpretive Strategy for the Columbia River Gorge National Scenic Area."
- I.** Only natural resource-based recreation shall be allowed.
- J.** Recreation resources shall be protected by limiting development and uses as per the Recreation Intensity Classes.
- K.** Recreation Intensity Classes - (RIC)

The following uses are permitted in the applicable Recreation Intensity Class designation.

1. Recreation Intensity Class 1 (Very Low Intensity)

Comment [WC16]: Added to align with MP.

Emphasis is to provide opportunities for semi-primitive recreation opportunities.

- A. Uses permitted are those in which people participate in outdoor activities to realize experiences such as solitude, tension reduction, and nature appreciation.
- B. Maximum site design capacity shall not exceed 35 people at one time on the site. Maximum design capacity for parking areas shall be 10 vehicles.
- C. The following uses may be permitted:
 - (1) Trails and trailheads.
 - (2) Parking areas.
 - (3) Dispersed campsites accessible only by a trail.
 - (4) Viewpoints and overlooks.
 - (5) Picnic areas.
 - (6) Signs.
 - (7) Interpretive exhibits and displays.
 - (8) Restrooms.

2. Recreation Intensity Class 2 (Low Intensity)

Comment [WC17]: Added to align with MP

Emphasis is to provide semi-primitive recreation opportunities.

- A. Permitted uses are those that provide settings where people can participate in activities such as physical fitness, outdoor learning, relaxation, and escape from noise and crowds.
- B. The maximum site design capacity shall not exceed 70 people at one time on the site. The maximum design capacity shall be 25 vehicles.
- C. All uses permitted in Class 1 are permitted in Class 2. The following uses may also be permitted:
 - (1) Campgrounds for twenty (20) units or less, tent sites only.

Comment [WC18]: Our NSA LUDO originally said "Campground with vehicle access". Changed to align with MP

(2) Boat anchorages designed for no more than 10 boats at one time.

(3) Swimming areas.

3. Recreation Intensity Class 3 (Moderate Intensity)

Comment [WC19]: Added to align with MP

Emphasis is on facilities with design themes emphasizing the natural qualities of the area. Developments are complementary to the natural landscape, yet can accommodate moderate numbers of people.

A. Permitted uses are those in which people can participate in activities to realize experiences such as group socialization, nature appreciation, relaxation, cultural learning, and physical activity.

B. Maximum site design capacity shall not exceed 250 people at the site. The maximum design capacity shall be 50 vehicles. The GMA vehicle capacity level of 75 vehicles would be approved if enhancement or mitigation measures for scenic, cultural, or natural resources are approved for at least 10% of the site.

C. Accommodation of facilities for mass transportation (bus parking, etc.) shall be required for all new (Recreation Intensity Class 3 day-use recreation sites, except for sites predominantly devoted to boat access.

D. All uses permitted in Classes 1 and 2 are permitted in Class 3. The following uses may also be permitted:

(1) Campgrounds improvement may include water, power, sewer, and sewage dump stations.

(2) Boat anchorages designed for not more than 15 boats.

(3) Public visitor, interpretive, historic, and environmental education facilities.

(4) Full service restrooms, may include showers.

(5) Boat ramps.

(6) Riding stables.

4. Recreation Intensity Class 4 (High Intensity)

Comment [WC20]:

Emphasis is ~~for on~~ providing ~~read~~ ~~roaded~~ natural, rural, and suburban recreation opportunities with a high level of social interaction.

Comment [WS21]: PC edit was to remove the word "road" because it looked like a typo. Staff looked at the management plan after the PC hearing and realized it reads "on providing roaded" in the MP.

- A.** Permitted uses are those in which people can participate in activities to realize experiences such as socialization, cultural and natural history appreciation, and physical activity.
- B.** The maximum design capacity shall not exceed 1,000 people at one time on the site. The maximum design capacity for parking areas shall be 200 vehicles. The GMA vehicle capacity level of 250 vehicles would be approved if enhancement or mitigation measures for scenic, cultural, or natural resources are approved for at least 20% of the site.
- C.** Accommodation of facilities for mass transportation (bus parking, etc.) shall be required for all new Recreation Intensity Class 4 day-use recreation sites, except for sites predominantly devoted to boat access.
- D.** All uses permitted in Classes 1, 2, and 3 are permitted in Class 4.
- E.** The County may grant a variance of up to 10 percent to the guidelines of Recreation Intensity Class 4 for parking and campground units upon demonstration that all of the following conditions exist:

(The provisions of Chapter 6, Variances shall not apply)

 - (1)** Demand and use levels for the proposed activity(s), particularly in the area where the site is proposed, are high and expected to remain so and/or increase. Statewide Comprehensive Outdoor Recreation Plan (SCORP) data and data from National Scenic Area recreation demand studies shall be relied upon to meet the criterion in the absence of current applicable studies.
 - (2)** The proposed use is dependent on resources present at the site.
 - (3)** Reasonable alternative sites offering similar opportunities, including those in Urban Areas, have been evaluated, and it has been demonstrated that the proposed use cannot be adequately accommodated elsewhere.
 - (4)** The proposed use is consistent with the goals, objectives, and policies in this chapter.
 - (5)** Through site design and/or mitigation measures, the proposed use can be implemented without adversely affecting scenic, natural, or cultural resources and adjacent land uses.
 - (6)** Though site design and/or mitigation measures, the proposed use can be implemented without affecting treaty rights.
- F.** Mass transportation shall be considered and implemented, if feasible, for all

proposed variances to Recreation Intensity Class 4.

L. Proposals to change the recreation intensity class of an area shall require a Management Plan amendment pursuant to policies listed in Section 9.090 of this Ordinance and in accordance with applicable Gorge Commission Rules.

M. Proposed development on properties Adjacent to Listed Recreation Sites

Recreation sites shall be protected from adjacent uses that would detract from their use and enjoyment. If new buildings or structures may detract from the use and enjoyment of established recreation sites on adjacent parcels, an appropriate buffer shall be established between the building/structure and the parcel.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF WASCO COUNTY, OREGON

IN THE MATTER OF THE WASCO COUNTY)
PLANNING DEPARTMENT'S REQUEST TO)
APPROVE THE PROPOSED LEGISLATIVE) ORDINANCE NO.17-003
AMENDMENTS TO UPDATE THE WASCO)
COUNTY NATIONAL SCENIC AREA LAND USE)
AND DEVELOPMENT ORDINANCE TO CREATE)
CONSISTENCY WITH UPDATES TO THE)
MANAGEMENT PLAN OF THE COLUMBIA RIVER
GORGE NATIONAL SCENIC AREA AND MAKE
OTHER AMENDMENTS APPROPRIATE FOR
WASCO COUNTY (FILE NUMBER PLALEG-10-10-
0001)

NOW ON THIS DAY, the above-entitled matter having come on regularly for
consideration, said day being one duly set in term for the transaction of public business and a
majority of the Board of County Commissioners being present; and

WHEREAS, the Columbia River Gorge Commission adopted revisions to the
Management Plan for the Columbia River Gorge National Scenic Area on February 9, 2016 and
the Wasco County National Scenic Area Land Use and Development Ordinance is required to
be consistent with the Management Plan for the Columbia River Gorge National Scenic Area.
The Wasco County Planning Department therefore requested to initiate a legislative text
amendment to the Wasco County National Scenic Area Land Use and Development Ordinance
to create consistency with the Management Plan for the Columbia River Gorge National Scenic
Area and make other amendments appropriate for Wasco County;

WHEREAS, The Wasco County Planning Department was directed by the Executive
Director of the Columbia River Gorge Commission on July 20, 2017 in accordance with Sections

1 7(b) and 8(h) of the National Scenic Area Act and pursuant to Section 9.020(A) of the Wasco
2 County Land Use & Development Ordinance to initiate a legislative text amendment to the
3 Wasco County National Scenic Area Land Use and Development Ordinance to create
4 consistency with the Management Plan for the Columbia River Gorge National Scenic Area and
5 make other amendments appropriate for Wasco County; and

6 WHEREAS, That on March 13, 2017 the Wasco County Planning Department sent
7 notification to all property owners in the unincorporated portion of Wasco County within the
8 National Scenic Area of the Planning Commission hearing scheduled for April 11, 2017; and

9 WHEREAS, That on October 19, 2017, the Wasco County Planning Commission met to
10 conduct a legally notified public hearing on the above matter. The Commission reviewed the
11 record, heard the Staff recommendation and all relevant testimony from parties, deliberated and
12 voted unanimously to elevate the request for a legislative amendment to the Wasco County
13 National Scenic Area Land Use and Development Ordinance with a recommendation of
14 approval to the Wasco County Board of County Commissioners with additional amendments;
15 and

16 WHEREAS, That on December 6, 2017 at the hour of 6:00 p.m. in the Tygh Valley
17 Community Center located at 57594 Tygh Valley Road, Tygh Valley, OR 97063 the Wasco
18 County Board of County Commissioners met to conduct the first of two legally notified public
19 hearings on the above matter. The Board of County Commissioners reviewed recommendations
20 by the Wasco County Planning Commission, staff's presentation, and received testimony from
21 the public. The meeting was continued to December 20, 2017 pursuant to Chapter 9 timeline
22 requirements of legislative text amendments to the ordinance; and

23 WHEREAS, That on December 20, 2017 at the hour of 9:00 a.m. in the Wasco County
24 Courtroom, Room 202, of the Wasco County Courthouse, the Wasco County Board of County
25 Commissioners met to conduct the second of two legally notified public hearings on the above
26 matter. The Board of County Commissioners again reviewed the ordinance updates and

1 received additional public testimony. The Commissioners deliberated on this matter, and on a
2 vote of 3-0 approved the recommendation by the Wasco County Planning Commission on the
3 above matter and as laid out in **the staff report and amended zoning ordinances**; and

4 NOW THEREFORE IT IS HEREBY ORDERED: That the request by the Wasco County
5 Planning Department for a legislative text amendment to the National Scenic Area Land Use
6 and Development Ordinance to create consistency with the Management Plan for the Columbia
7 River Gorge National Scenic Area and make other amendments appropriate for Wasco County
8 is hereby approved; and

9 WHEREAS, Pursuant to Section 9.090 of the Wasco County National Scenic Area Land
10 Use and Development Ordinance and Sections 7(b) and 8(h) of the National Scenic Area Act,
11 all General Management Plan Ordinance amendments shall require review and approval by the
12 Gorge Commission before they can be implemented and all Special Management Area
13 Ordinance amendments require concurrence by the US Secretary of Agriculture before they can
14 be implemented. The Board of County Commissioners approved amendments are hereby
15 transmitted to the Gorge Commission for their review of the General Management Area
16 Ordinance amendments and the US Secretary of Agriculture's review of the Special
17 Management Area Ordinance amendments. If the General Management Area Ordinance
18 amendments are approved by the Gorge Commission and the Special Management Area
19 Ordinance amendments are concurred with by the US Secretary of Agriculture, the
20 amendments will become effective on the date of concurrence by the US Secretary of
21 Agriculture if later than the date of approval of the Gorge Commission.

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2
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SIGNED this 20th day of December, 2017

WASCO COUNTY BOARD
OF COMMISSIONERS

APPROVED AS TO FORM:

ROD RUNYON, Commission Chair

KRISTEN CAMPBELL
Wasco County District Attorney

STEVE KRAMER, County Commissioner

SCOTT HEGE, County Commissioner



AGENDA ITEM

Quitclaim Deed

[MARY HANLON/LARRY BLACK DEED](#)

Grantor's Name: **Wasco County**

After recording return and send all tax statements to:

Mary Hanlon

315 E 10th St

The Dalles, OR 97058

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **WASCO COUNTY, a Political Subdivision of the State of Oregon**, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto, **Mary Hanlon and to Larry Black, as joint tenants with undivided one half (1/2) interests**, hereinafter called grantees and unto grantees' heirs, successors and assigns all of the grantor's right, title, and interest in that certain real property with the tenements, hereditaments and appurtenances there unto belonging or in any way appertaining, situated in the **County of Wasco**, State of Oregon, as described:

NO DEED REF NOT A PART OF 7200
APPROX 10 FT STRIP APPEARS TO BE PART
OF 7100;
FTLPO
POR OF BLUFF ADDN LOT 3, BLK 4, AND
OF NEYCE & GIBSON'S ADDN LOT 1 BLK 7
DESC AS:
BAAP ON N R/W LI E 10TH ST, AT POINT
OF INTERSECTION OF W R/W LI CASE ST
EXT OF R.W LI 219 FT;
TH E PLL WITH SD N R/W LI OF E 10TH
ST 10 FT;
TH S PLL WITH W LI LOT 3, BLK 7
NEYCE & GIBSON'S ADDN TO SD N R/W LI
E 10TH ST;
TH NWLY ALG N LI 10TH ST TO POB

EXCEPT: Rights of the public in and to that portion of herein described property lying within public roads and highways

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is **\$0.00 and other valuable consideration**. In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this ____ day of _____ 2017; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized thereto by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336

AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY CONTAIN ENVIRONMENTAL HAZARDS, CONTAMINATION, AND/OR WETLANDS. SELLER ASSUMES NO RESPONSIBILITY AND IS IN NO WAY LIABLE FOR ANY CLEANUP, ABATEMENT, MITIGATION, REMEDIATION OR OTHER ACTIONS IN CONNECTION WITH THESE POSSIBLE CONDITIONS.

WASCO COUNTY BOARD OF COMMISSIONERS

Rod, L. Runyon, Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner

STATE OF OREGON)
) §
COUNTY OF WASCO)

Personally appeared before me this 16th day of August, 2017, the above-named Rod L. Runyon, Wasco County Commissioner, Scott C. Hege, Wasco County Commissioner and Steven D. Kramer, Wasco County Commissioner, and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for Oregon



AGENDA ITEM

Subdivision Plat

[CITY OF THE DALLES DECISION](#)

[PLAT MAP](#)



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

PLANNING DEPARTMENT
(541) 296-5481 X 1125

NOTICE OF ADMINISTRATIVE DECISION

SUB 69-17

Northwest Aluminum Company

DECISION DATE: November 22, 2017

APPLICANT: Northwest Aluminum Company

REQUEST: To partition one large parcel into four parcels.

LOCATION: 3313 W. Second Street, further described as
2N 13E 28 tax lot 700

**COMPREHENSIVE PLAN
and ZONING DESIGNATIONS:** "I" Industrial

PROPERTY OWNER: Northwest Aluminum Company

AUTHORITY: City of The Dalles Land Use and Development
Ordinance 98-1222.

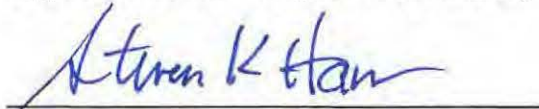
DECISION: Based on the findings of fact and conclusions in the staff report of **SUB 69-17**, the request by **Northwest Aluminum Company** to partition one lot into four smaller lots is hereby **approved** with the following conditions:

1. No development is proposed with this application. All future development shall be in accordance with the Land Use and Development Ordinance. The LUDO is on line at www.ci.the-dalles.or.us under Public Documents.
2. Easements must be provided for all public utilities on private property and shown on the final plat.
3. Joint access and utility easements must be shown on the final plat.
4. A 5' public utility easement (PUE) is required along the portions of the property that border River Road – and must be shown on the final plat.
5. Submission of a final plat in accordance with the LUDO and conditions of this decision must be submitted to the Planning Director within 2 years of the effective approval date of this decision. The Director may grant, at the applicant's request, a onetime extension of up to 1 year if, in the Director's opinion, conditions related to the project and surrounding area have not

changed. The applicant must request an extension in writing at least 45 days prior to approval expiration.

6. Recording the Final Subdivision Plat. When all required signatures have been obtained on the final subdivision plat, the applicant shall record the subdivision plat and any required covenants with the Wasco County Clerk.

Signed this 22nd day of November, 2017, by



Steven K. Harris - AICP, Director
Planning Department

TIME LIMITS: The period of approval is valid for the time period specified for the particular application type in Ordinance No. 98-1222. All conditions of approval shall be fulfilled within the time limit set forth in the approval thereof, or, if no specific time has been set forth, within a reasonable time. Failure to fulfill any of the conditions of approval within the time limits imposed can be considered grounds for revocation of approval by the Director.

Please Note! No guarantee of extension or subsequent approval either expressed or implied can be made by the City of The Dalles Community Development Department. Please take care in implementing your approved proposal in a timely manner.

APPEAL PROCESS: The Director's approval, approval with conditions, or denial is the City's final decision, and may be appealed to the Planning Commission if a completed Notice of Appeal is received by the Director no later than 5:00 p.m. on the 10th day following the date of the mailing of the Notice of Administrative Decision. The following may file an appeal of administrative decisions:

1. Any party of record to the particular administrative action.
2. A person entitled to notice and to whom no notice was mailed. (A person to whom notice is mailed is deemed notified even if notice is not received.)
3. The Historic Landmarks Commission, the Planning Commission, or the City Council by majority vote.

A complete record of application for administrative action is available for review upon request during regular business hours, or copies can be ordered at a reasonable price, at the City of The Dalles Community Development Department. Notice of Appeal forms are also available at The Dalles Community Development Office. The fee to file a Notice of Appeal is \$380.00. **The appeal process is regulated by Section 3.020.080: Appeal Procedures of Ordinance No. 98-1222, The City of The Dalles Land Use and Development Ordinance.**

PLAT OF
NORTHWEST ALUMINUM SUBDIVISION
TAX LOT 2N-13-28 700, PARCEL 2, PARTITION PLAT 2017-0013
LYING IN SECTIONS 28 AND 29,
TOWNSHIP 2 N., RANGE 13 E., W.M.
CITY OF THE DALLES, WASCO COUNTY, OREGON
NOVEMBER 30, 2017

**WASCO COUNTY
SURVEYOR'S OFFICE**

Survey No. _____

Filed _____

By _____

RECORDING INFORMATION

Document Number _____

Plat Number _____

Slide Number _____

OWNER:

TAX LOT 2N-13E-28 700
NORTHWEST ALUMINUM CO.
3313 W. SECOND STREET
THE DALLES, OREGON. 97058
SCOTT TILLMAN, PRESIDENT

LOT 1 8.59 AC.
LOT 2 1.90 AC.
LOT 3 96.80 AC.
LOT 4 0.70 AC.
TOTAL 107.99 ACRES
(TAX LOT 2N-13E-28 700)

LEGEND:

REF.# SURVEY REFERENCE NUMBER
FND. FOUND
CALC. CALCULATED
MON. MONUMENT
C.S.# COUNTY SURVEY NUMBER
COR. CORNER
R/W RIGHT OF WAY
DOC. DOCUMENT
ALUM. ALUMINUM
APPROX. APPROXIMATE
P.P. PARTITION PLAT
L.C. LAND CORNER
BK/Pg BOOK/PAGE
P.U.E. PUBLIC UTILITY EASEMENT
EASE. EASEMENT

ENGINEER / SURVEYOR:

TENNESON ENGINEERING CORP.
3775 CRATES WAY
The Dalles, Oregon. 97058
Ph. 541-296-9177
FAX 541-296-6657

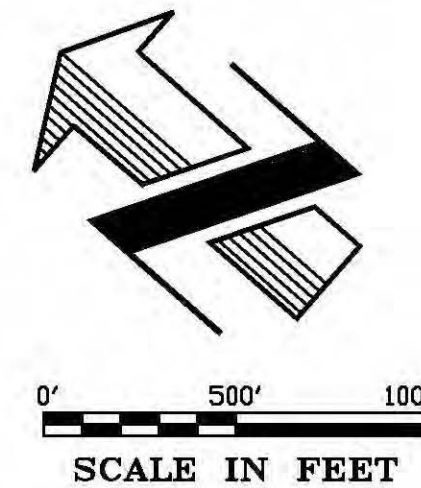


REGISTERED
PROFESSIONAL
LAND SURVEYOR

FOR REVIEW ONLY

OREGON
JANUARY 21, 1997
BRADLEY R. HUFFMON
2786

EXPIRES: 06/30/2019



SEE SHEET 4 FOR
CURVE AND LINE TABLES

INDEX:

- SHEET 1 OVERALL PLAN, INDEX AND LEGEND
SHEET 2 LOTS 1, 2 & PORTION OF LOT 3 DETAILS
SHEET 3 LOT 4 AND PORTION OF LOT 3 DETAILS
SHEET 4 CURVE & LINE TABLES, NOTES AND DETAIL
SHEET 5 SURVEYOR'S CERTIFICATE, NARRATIVE,
REFERENCES AND APPROVALS

PLOT DATE: 11/30/2017

OFFICE COPY SHEET 1 OF 5

TAX LOT 2N-13-28 700, PARCEL 2, PARTITION PLAT 2017-0013
LYING IN SECTIONS 28 AND 29,
TOWNSHIP 2 N., RANGE 13 E., W.M.
CITY OF THE DALLES, WASCO COUNTY, OREGON
NOVEMBER 30, 2017

- SET 5/8"ø x 30" REBAR W/ YELLOW PLASTIC CAP, "HUFFMON LS 2786"
- FOUND 5/8" REBAR W/ YELLOW PLAS. CAP, "HUFFMON LS 2786" PER REF. #12
- FOUND 5/8"ø REBAR W/ YELLOW PLASTIC CAP, "HUFFMON LS 2786" PER REF. #8
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- FOUND BRASS SCREW AND WASHER, INSCRIBED "LS 2786" UNLESS OTHERWISE NOTED
- FOUND MONUMENTS, AS NOTED.
- CALCULATED CORNERS, NOT SET.

LOT 1
8.59 ACRES

PARCEL 2
PAR. PLAT
2017-0013

PARCEL 1
PAR. PLAT 2017-0013
(NOT A PART)
TAX LOT 2N-13-28 1000

INITIAL POINT
FND. 5/8" REBAR
WITHOUT CAP,
REPLACED CAP.

SEE DETAIL
(SHEET 4)

TAX LOT 2N-13E-28 700
NORTHWEST ALUMINUM CO.
3313 W. SECOND STREET
THE DALLES, OREGON. 97058
SCOTT TILLMAN, PRESIDENT

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LOT 2	1.90	AC.
LOT 3	96.80	AC.
LOT 4	0.70	AC.

TOTAL 107.99 ACRES
(TAX LOT 2N-13E-28 700)

REF.#	SURVEY REFERENCE NUMBER
FND.	FOUND
CALC.	CALCULATED
MON.	MONUMENT
C.S.#	COUNTY SURVEY NUMBER
COR	CORNER
R/W	RIGHT OF WAY
DOC.	DOCUMENT
ALUM.	ALUMINUM
APPROX.	APPROXIMATE
P.P.	PARTITION PLAT
L.C.	LAND CORNER
BK/PG	BOOK/PAGE
P.U.E.	PUBLIC UTILITY EASEMENT
EASE.	EASEMENT
L.M.C.	LOCKHEED MARTIN CORP.

TENNESON ENGINEERING CORP.
3775 CRATES WAY
The Dalles, Oregon. 97058
Ph. 541-296-9177
FAX 541-296-6657

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 21, 1997
BRADLEY R. HUFFMON
2786

EXPIRES: 06/30/2019

OFFICE COPY
SHEET 2 OF 5

W.O. #14979.SUB

PLOT DATE: 11/30/2017

(SEE SHEET 3)

LOT 3

PLAT OF NORTHWEST ALUMINUM SUBDIVISION

TAX LOT 2N-13-28 700, PARCEL 2, PARTITION PLAT 2017-0013

LYING IN SECTIONS 28 AND 29,

TOWNSHIP 2 N., RANGE 13 E., W.M.

CITY OF THE DALLES, WASCO COUNTY, OREGON

NOVEMBER 30, 2017

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LOT 3 96.80 AC.
LOT 4 0.70 AC.

TOTAL 107.99 ACRES
(TAX LOT 2N-13E-28 700)

WASCO COUNTY
SURVEYOR'S OFFICE

Survey No. _____

Filed _____

By _____

RECORDING INFORMATION

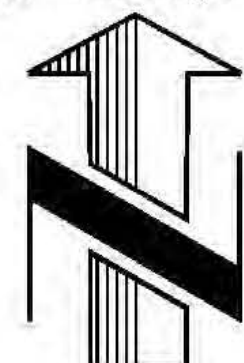
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Plat Number _____

Slide Number _____

OWNER:

TAX LOT 2N-13E-28 700
NORTHWEST ALUMINUM CO.
3313 W. SECOND STREET
THE DALLES, OREGON. 97058
SCOTT TILLMAN, PRESIDENT



0' 100' 200' 400'
SCALE IN FEET

LEGEND:

REF. # SURVEY REFERENCE NUMBER
FND. FOUND
CALC. CALCULATED
MON. MONUMENT
C.S.# COUNTY SURVEY NUMBER
COR. CORNER
R/W RIGHT OF WAY
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ALUM. ALUMINUM
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FOR REVIEW ONLY

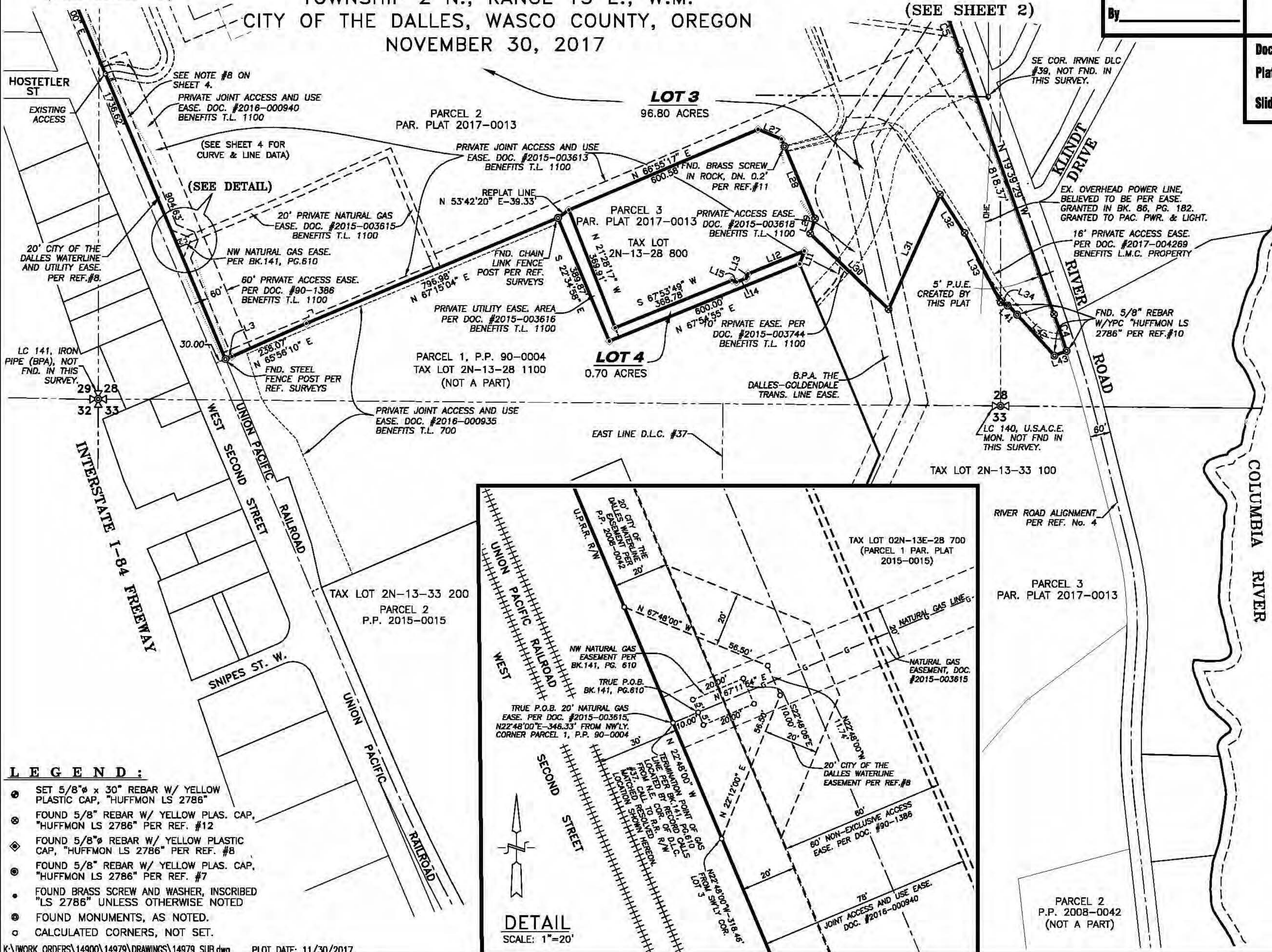
OREGON
JANUARY 21, 1997
BRADLEY R. HUFFMON
2786

EXPIRES: 06/30/2019

OFFICE COPY
SHEET 3 OF 5

(SEE SHEET 2)

(SEE SHEET 2)



LEGEND:

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DETAIL
SCALE: 1"=20'

PLAT OF
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TAX LOT 2N-13-28 700, PARCEL 2, PARTITION PLAT 2017-0013
LYING IN SECTIONS 28 AND 29,
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CITY OF THE DALLES, WASCO COUNTY, OREGON
NOVEMBER 30, 2017

OWNER:

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NORTHWEST ALUMINUM CO.
3313 W. SECOND STREET
THE DALLES, OREGON. 97058
SCOTT TILLMAN, PRESIDENT

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LOT 3 96.80 AC.
LOT 4 0.70 AC.

TOTAL 107.99 ACRES
(TAX LOT 2N-13E-28 700)

**WASCO COUNTY
SURVEYOR'S OFFICE**

Survey No. _____

Filed _____

By _____

PLOT DATE: 11/30/2017

RECORDING INFORMATION

Document Number _____

Plat Number _____

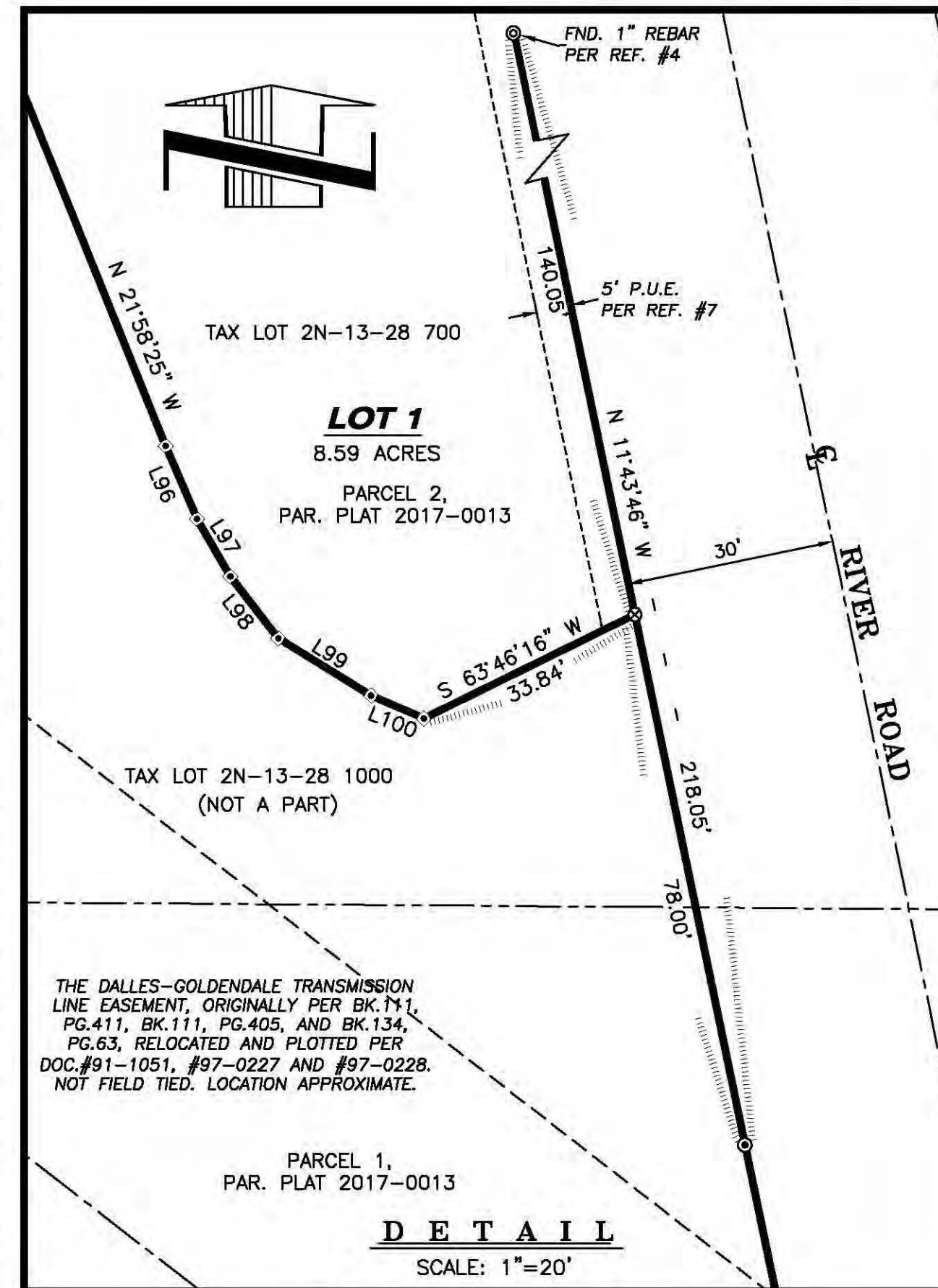
Slide Number _____

LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 22°48'00" E	24.20'	L58 TO L61 ARE NOT USED		
L2	S 67°12'00" W	20.00'	L62	S 38°18'21" E	45.61'
L3	N 68°42'49" E	20.48'	L63	S 35°47'38" E	20.25'
L4	S 76°20'37" W	82.48'	L64	S 31°45'44" E	9.65'
L5	S 58°45'02" E	162.80'	L65	S 28°40'01" E	41.47'
L6	N 85°42'19" E	193.52'	L66	N 32°46'45" W	9.44'
L7	N 59°41'22" E	165.52'	L67	S 37°14'38" E	9.96'
L8 TO L10 ARE NOT USED			L68	S 38°17'08" E	29.77'
L11	N 20°12'54" E	40.30'	L69	N 23°48'51" E	20.68'
L12	S 67°53'49" W	177.58'	L70	N 26°26'50" E	29.97'
L13	S 22°53'49" W	14.13'	L71	S 28°59'09" W	188.21'
L14	S 67°53'49" W	30.00'	L72	S 29°32'54" W	138.47'
L15	N 67°06'11" W	14.13'	L73	N 28°38'01" E	20.09'
L16 TO L26 ARE NOT USED			L74	N 27°49'39" E	11.45'
L27	S 67°29'38" E	74.57'	L75	S 20°33'51" W	43.78'
L28	S 22°53'24" E	251.90'	L76	S 16°19'19" W	43.13'
L29	S 18°23'08" W	46.04'	L77	S 10°45'13" W	9.25'
L30	S 45°56'45" E	318.42'	L78	S 06°38'31" W	10.04'
L31	N 24°07'55" E	367.33'	L79	S 06°25'51" W	79.98'
L32	N 32°44'03" W	132.97'	L80	S 28°38'59" W	92.65'
L33	S 27°28'22" E	229.26'	L81	N 29°53'33" E	18.74'
L34	S 65°49'02" E	22.10'	L82	N 29°30'44" E	19.35'
L35 TO L40 ARE NOT USED			L83	N 32°00'23" E	30.57'
L41	S 46°12'34" E	38.15'	L84	N 82°20'58" E	58.97'
L42	S 42°15'30" E	162.19'	L85	S 42°12'20" E	22.28'
L43	N 68°13'39" E	37.83'	L86	N 60°42'33" W	57.65'
L44	S 73°58'01" W	201.35'	L87	S 33°28'08" E	32.73'
L45	S 74°31'50" E	187.84'	L88	S 34°15'08" E	101.77'
L46	S 00°07'00" W	157.28'	L89	S 35°34'14" E	20.30'
L47	N 67°38'45" E	22.29'	L90	N 40°52'15" W	31.93'
L48	N 23°06'55" W	173.15'	L91	N 42°47'11" W	48.96'
L49	S 65°44'55" W	119.56'	L92	N 28°43'47" W	116.42'
L50	S 65°44'55" W	352.44'	L93	N 26°52'38" W	11.15'
L51	S 74°31'50" E	56.42'	L94	N 23°27'50" W	19.97'
L52	N 12°14'01" W	584.80'	L95	N 21°58'25" W	95.89'
L53	N 65°44'55" E	89.23'	L96	N 23°10'13" W	11.45'
L54	S 41°45'35" E	67.45'	L97	S 30°14'45" E	9.57'
L55	N 22°21'15" W	80.85'	L98	N 37°41'22" W	11.26'
L56 IS NOT USED			L99	N 58°22'36" W	15.69'
L57	N 86°27'22" E	25.65'	L100	S 66°33'34" E	8.30'

CURVE TABLE

CURVE	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1 TO C3 ARE NOT USED						
C4	01°59'52"	3243.95'	113.11'	56.56'	N 18°39'33" W	113.11'
C5	00°43'12"	11510.47'	144.64'	72.32'	N 19°17'53" W	144.64'
C6	07°12'30"	1174.39'	147.75'	73.97'	N 15°20'02" W	147.65'
C7 TO C8 ARE NOT USED						
C9	59°33'31"	106.82'	111.04'	61.12'	S 03°33'14" E	106.10'
C10	27°38'15"	124.23'	59.93'	30.56'	S 20°10'29" W	59.35'
C11	37°35'19"	91.96'	60.33'	31.30'	S 52°14'08" W	59.25'
C12	10°46'48"	717.69'	135.03'	67.71'	N 46°52'26" W	134.83'
C13	11°33'28"	467.15'	94.24'	47.28'	N 36°57'07" W	94.08'
C14	02°32'00"	5699.74'	252.01'	126.03'	N 12°59'46" W	251.99'
C15	24°11'24"	391.98'	165.49'	84.00'	N 77°07'41" W	164.27'



K:\WORK ORDERS\14900\14979\DRAWINGS\14979 SUB.dwg

LEGEND:

- SET 5/8" x 30" REBAR W/ YELLOW PLASTIC CAP, "HUFFMON LS 2786"
- FOUND 5/8" REBAR W/ YELLOW PLAS. CAP, "HUFFMON LS 2786" PER REF. #12
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- FOUND BRASS SCREW AND WASHER, INSCRIBED "LS 2786" UNLESS OTHERWISE NOTED
- FOUND MONUMENTS, AS NOTED.
- CALCULATED CORNERS, NOT SET.

NOTES:

- BEARINGS ARE BASED ON THE NORTHWESTERLY LINE OF PARCEL 2 AS ESTABLISHED IN PARTITION PLAT 2006-0046 (REF.#7) AS SHOWN ON SHEET 2.
- CITY OF THE DALLES GEOLOGIC HAZARD ZONE "C".
- CITY OF THE DALLES SANITARY SEWER AND POTABLE WATER SYSTEMS AREA AVAILABLE TO THE PROPERTY. THE SUBJECT PROPERTY ALSO CONTAINS ITS OWN PUBLIC WATER SYSTEM.
- ZONING IS INDUSTRIAL (I).
- THERE ARE NO PHYSICAL OR ENVIRONMENTAL CONSTRAINTS SUCH AS EROSION CONTROL, GROUND SLOPE, FLOOD WAYS, FLOOD PLAINS, NATURAL DRAINAGE WAYS OR GEOLOGIC HAZARD AREAS ASSOCIATED WITH THIS SITE.
- THE SITE CONTAINS NATURAL FEATURES SUCH AS STREAMS, PONDS, IDENTIFIED WETLANDS, SOLID ROCK OUTCROPPINGS AND MATURE (GREATER THAN 14") NATIVE AND ORNAMENTAL TREES. IT WAS BEYOND THE SCOPE OF THIS PARTITION TO ATTEMPT TO MAP ALL OF THESE FEATURES.
- THIS LAND USE ACTION WAS REVIEWED AND GRANTED APPROVAL BY THE CITY OF THE DALLES AS SUB 69-17.
- U.P.R.R. R/W CONSTRUCTED FROM REF. #5 USING RECORD CURVE DATA. FOUND MONUMENTS DO NOT RESOLVE WELL WITH RECORD DATA. THE MONUMENTS APPARENTLY ARE FOR A NEW ALIGNMENT POSSIBLY TO ALLOW GREATER SPEEDS. THIS WOULD NOT MOVE THE R/W, THEREFORE THE TANGENTS WERE HELD. MONUMENTS FOUND WERE NOT ALWAYS AT THE CENTER OF THE TRACKS.
- MONUMENTS SET ON NOVEMBER 15, 2017.
- THIS MAP SHOWS OR NOTES ALL EASEMENT TYPE ENCUMBRANCES LISTED WITHIN AMERITITLE PRELIMINARY TITLE REPORT ISSUED UNDER TITLE No. 119143AM, REPORT No. 8 DATED OCTOBER 30, 2017.
- FOR MAP CLARITY ONLY MINIMAL DIMENSIONING OF RECORD EASEMENTS IS SHOWN. EASEMENT LINE WORK IS SHOWN IN IT'S RECORD LOCATION. THE RECORD DOCUMENT CAN BE REVIEWED FOR DIMENSIONAL DATA. WHERE THERE IS A DIFFERENCE FROM THE RECORD DOCUMENT OR THE DOCUMENT IS DIFFICULT TO FOLLOW, DIMENSIONING IS SHOWN.
- PARCEL 2 OF PARTITION PLAT 91-0016 SUBJECT TO AFFIDAVIT OF AMENDMENT RECORDED AT DOC. #2004-2939. NOT FURTHER NOTED ON THE MAP.
- THE PORTIONS OF THE PLATTED PROPERTY LYING WITHIN PARCEL 3, PARTITION PLAT 91-0016 AND PARCEL 1, PARTITION PLAT 2008-0042 ARE SUBJECT TO EASEMENT AND EQUITABLE SERVITUDE GRANTED TO OREGON D.E.Q. PER DOC. #2012-004312. NOT FURTHER SHOWN OR NOTED ON THE MAP.
- PARCEL 3, PARTITION PLAT 91-0016 AND PARCEL 1, PARTITION PLAT 2015-0015 SUBJECT TO WATER SHARING AND EASEMENT AGREEMENT PER DOC. #2015-003744 AND 2015-003745. NOT FURTHER SHOWN ON THE MAP.
- PROPERTY SUBJECT TO WATER SHARING AND EASEMENT AGREEMENT PER DOC. #2015-003745.
- PROPERTY SUBJECT TO AGREEMENTS WITH THE CITY OF THE DALLES PER DOC. #2006-005493, 2006-005495 AND 2008-005261.
- ACCESS BY LOT 4 TO A PUBLIC RIGHT OF WAY IS VIA THE JOINT ACCESS AND USE EASEMENT RECORDED AT DOC. #2015-003613.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

FOR REVIEW ONLY

OREGON
JANUARY 21, 1997
BRADLEY R. HUFFMON
2786

ENGINEER / SURVEYOR:

TENNESON ENGINEERING CORP.
3775 CRATES WAY
The Dalles, Oregon. 97058
Ph. 541-296-9177
FAX 541-296-6657



OFFICE COPY

EXPIRES: 05/30/2018

SHEET 4 OF 5

REFERENCES :

- 1) PARTITION PLAT 91-0016 FOR MARTIN MARIETTA CORP. BY TENNESON ENGINEERING CORP. W.O. #7628, RECORDED AUGUST 30, 1991 C.S. BK. 7, PG. 134
- 2) PROPERTY LINE ADJUSTMENT PLAT M.P. #96-0001 FOR NORTHWEST ALUMINUM CO. BY TENNESON ENGINEERING CORP. W.O. #8558, RECORDED JANUARY 8, 1996 DOC. #96-0077, SLIDE C-17A C.S. BK. 9, PG. 169
- 3) PROPERTY LINE ADJUSTMENT PLAT FOR NORTHWEST ALUMINUM CO. BY TENNESON ENGINEERING CORP. W.O. #10249, RECORDED JUNE 11, 2002 DOC. #2002-3024, SLIDE C-173B C.S. BK. 12, PG. 96
- 4) RIVER ROAD ALIGNMENT MAP BY WASCO COUNTY ROAD DEPT. JANUARY, 1971 C.S. B-16-2
- 5) RIGHT OF WAY AND TRACK MAP OREGON-WASHINGTON RAILROAD & NAVIGATION CO. MAIN LINE PORTLAND TO THE DALLES, JUNE 30, 1916 REVISED DECEMBER 30, 1927.
- 6) PARTITION PLAT 90-0004 FOR MARTIN MARIETTA BY TENNESON ENGINEERING CORP. C.S. BK. 7, PG. 59
- 7) PARTITION PLAT 2006-0046 FOR NORTHWEST ALUMINUM CO. BY TENNESON ENGINEERING CORP. W.O. #11852, RECORDED SEPTEMBER 20, 2006 DOC. #2006-5496 (SLIDE D-13A) C.S. 14-119
- 8) PARTITION PLAT 2008-0042 FOR NORTHWEST ALUMINUM CO. BY TENNESON ENGINEERING CORP. W.O. #12376, RECORDED DECEMBER 31, 2008 DOC. #2008-005319 (SLIDE D-73A) C.S. #16-025
- 9) PARTITION PLAT 2011-0003 FOR NORTHWEST ALUMINUM CO. BY TENNESON ENGINEERING CORP. W.O. #13558, RECORDED JANUARY 19, 2011 DOC. #2011-000215 (SLIDE D-96A) C.S. #17-014
- 10) SURVEY FOR CAMP DRESSER AND McKEE, INC. BY TENNESON ENGINEERING CORP. W.O. #13449, FILED JUNE 28, 2010 C.S. #16-113
- 11) PARTITION PLAT 2015-0015 FOR NORTHWEST ALUMINUM CO. BY TENNESON ENGINEERING CORP. W.O. #14658, RECORDED NOVEMBER 19, 2015 DOC. #2015-004543 (SLIDE D-135B) C.S. #18-107
- 12) PARTITION PLAT 2017-0013 FOR NORTHWEST ALUMINUM CO. BY TENNESON ENGINEERING CORP. W.O. #14979, RECORDED OCTOBER 26, 2017 DOC. #2017-004255 (SLIDE D-153B) C.S. #19-069
- 13) SURVEY FOR CRESTLINE CONSTRUCTION BY COLUMBIA RIVER SURVEYING & MAPPING FILED JULY 2, 2014 C.S. #18-052

PLAT OF
NORTHWEST ALUMINUM SUBDIVISION
TAX LOT 2N-13-28 700, PARCEL 2, PARTITION PLAT 2017-0013
LYING IN SECTIONS 28 AND 29,
TOWNSHIP 2 N., RANGE 13 E., W.M.
CITY OF THE DALLES, WASCO COUNTY, OREGON
NOVEMBER 30, 2017

NARRATIVE :

THE PURPOSE OF THIS SURVEY WAS TO COMPLETE A FOUR LOT SUBDIVISION OF TAX LOT 02N-13E-28 700. THE SUBJECT PROPERTY LIES IN SECTIONS 28 AND 29, TOWNSHIP 2 NORTH, RANGE 13 EAST, W.M. THE PLATTED PROPERTY WILL BE KNOWN AS THE NORTHWEST ALUMINUM SUBDIVISION. PRIOR TO COMPLETING THE FIELD WORK AND MAPPING NECESSARY FOR THIS SUBDIVISION, RESEARCH WAS MADE TO OBTAIN COPIES OF PRIOR SURVEYS OR PLATS CONDUCTED ON OR IN THE VICINITY OF THE SUBJECT PROPERTY AND TO OBTAIN A COPY OF A CURRENT PRELIMINARY TITLE REPORT. PRIOR SURVEYS THAT WERE UTILIZED AS A PART OF THE RESOLUTION SHOWN HEREON ARE LISTED AS REFERENCES.

THE SUBJECT PROPERTY IS PARCEL 2 OF PARTITION PLAT 2017-0013. THIS PARTITION ESTABLISHED AND FULLY MONUMENTED THE EXTERIOR BOUNDARY OF THE SUBJECT PROPERTY AND WAS COMPLETED IMMEDIATELY PRIOR TO THIS SUBDIVISION PLAT. MONUMENTS WERE RECOVERED ON THE EXTERIOR BOUNDARY OF THE SUBJECT PROPERTY, IDENTICALLY MATCHING THOSE RECOVERED OR SET IN THE CREATING PARTITION PLAT. THE RESOLUTION OF THE BOUNDARY OF PARCEL 2 SHOWN HEREON IDENTICALLY MATCHES THE CREATING PARTITION. WITH RESOLUTION OF THE BOUNDARY OF THE SUBJECT PROPERTY, IT WAS DIVIDED INTO FOUR LOTS AS SHOWN PER LANDOWNER DIRECTION. NEW MONUMENTS WERE SET WHERE REQUIRED ON THE LOT LINES. THE MAP ALSO SHOWS ALL EASEMENT AND AGREEMENT DOCUMENTS OF RECORD AS DISCLOSED BY THE CURRENT PRELIMINARY TITLE REPORT EITHER ON THE FACE OF THE MAP OR BY NOTE. THIS COMPLETED THE WORK FOR THIS SUBDIVISION PLAT.

SET MONUMENTS ARE 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "HUFFMON PLS 2786".

SURVEYOR'S CERTIFICATE:

I, BRADLEY R. HUFFMON, REGISTERED LAND SURVEYOR NO. 2786 IN THE STATE OF OREGON, BEING FIRST DULY SWORN, DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH LEGAL MONUMENTS, ACCORDING TO ORS CHAPTER 92 AND THE CITY OF THE DALLES LAND USE DEVELOPMENT ORDINANCE, THE LAND REPRESENTED ON THE PLAT OF THE NORTHWEST ALUMINUM SUBDIVISION LYING IN SECTIONS 28 AND 29, TOWNSHIP 2 NORTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, CITY OF THE DALLES, WASCO COUNTY, OREGON. THE INITIAL POINT FOR SAID PLAT IS THE 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "HUFFMON PLS 2786" FOUND AT THE NORTHEAST CORNER OF THE SUBJECT PROPERTY AS SET IN PARTITION PLAT 2006-0046. THE PLATTED PROPERTY IS DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARTITION PLAT 2017-0013, AS RECORDED OCTOBER 26, 2017, AT DOCUMENT #2017-004255 (SLIDE D-153B), DEED RECORDS OF WASCO COUNTY.

CONTAINS 107.99 ACRES.

LOT 1 8.59 AC.
LOT 2 1.90 AC.
LOT 3 96.80 AC.
LOT 4 0.70 AC.

TOTAL 107.99 ACRES
(TAX LOT 2N-13E-28 700)

APPROVALS :

I HEREBY CERTIFY THAT I HAVE EXAMINED THE SURVEY DATA, LAYOUT OF ROADS, MONUMENTS AND EASEMENTS AND THAT THE PLAT CONFORMS TO THE APPROVED PRELIMINARY PLAN OF "NORTHWEST ALUMINUM SUBDIVISION" IN THE CITY OF THE DALLES, WASCO COUNTY, OREGON AND I HEREBY APPROVE SAID PLAT.

WASCO COUNTY SURVEYOR DATE

I HEREBY CERTIFY THAT THE PLAT OF "NORTHWEST ALUMINUM SUBDIVISION" IN THE CITY OF THE DALLES, WASCO COUNTY, OREGON, CONFORMS TO THE APPROVED PRELIMINARY PLAN AND, BY DIRECTION OF THE PLANNING COMMISSION, I HEREBY APPROVE THIS FINAL PLAT.

THE DALLES PLANNING COMMISSION DATE
CHAIRMAN

APPROVALS :

THIS PLAT OF "NORTHWEST ALUMINUM SUBDIVISION" IN THE CITY OF THE DALLES, WASCO COUNTY, OREGON WAS EXAMINED AND APPROVED BY:

WASCO COUNTY COMMISSIONER DATE

WASCO COUNTY COMMISSIONER DATE

WASCO COUNTY COMMISSIONER DATE

THE DALLES CITY COUNCIL DATE

THE DALLES CITY ENGINEER DATE

THE DALLES PLANNING DIRECTOR DATE

WASCO COUNTY
SURVEYOR'S OFFICE

Survey No. _____

Filed _____

By _____

RECORDING INFORMATION

Document Number _____

Plat Number _____

Slide Number _____

OWNER:

TAX LOT 2N-13E-28 700
NORTHWEST ALUMINUM CO.
3313 W. SECOND STREET
THE DALLES, OREGON. 97058
SCOTT TILLMAN, PRESIDENT

DECLARATION :

I, SCOTT TILLMAN, PRESIDENT OF NORTHWEST ALUMINUM COMPANY, AS OWNER OF THE LAND SHOWN ON THE PLAT HEREUNTO ATTACHED AND MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE ALSO HEREUNTO ATTACHED DEDICATE TO THE PUBLIC FOREVER THE PUBLIC UTILITY EASEMENT SHOWN HEREON AND DECLARE THE PLAT OF "NORTHWEST ALUMINUM SUBDIVISION" TO BE A CORRECT SUBDIVISION PLAT IN ACCORDANCE WITH THE PROVISIONS OF ORS CHAPTER 92 AS LOCATED IN SECTIONS 28 AND 29, TOWNSHIP 2 NORTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, CITY OF THE DALLES, WASCO COUNTY, OREGON.

SCOTT TILLMAN, PRESIDENT, NORTHWEST ALUMINUM COMPANY

ACKNOWLEDGEMENT :

ON THIS ____ DAY OF _____, 2017 BEFORE ME A NOTARY PUBLIC FOR THE STATE OF _____, APPEARED SCOTT TILLMAN, KNOWN TO ME PERSONALLY, WHO BEING FIRST DULY SWORN, SAID THAT HE DID ACKNOWLEDGE THIS INSTRUMENT OF HIS FREE AND VOLUNTARY ACT.

Notary Signature _____

Notary Printed Name _____

Notary Public State of _____, County of _____

COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____

APPROVALS :

I HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT OF "NORTHWEST ALUMINUM SUBDIVISION" IN THE CITY OF THE DALLES, WASCO COUNTY, OREGON, AND THAT THE NAME ADOPTED FOR SAID PLAT IS A PROPER NAME AND NOT INCLUDED IN ANY OTHER SUBDIVISION IN WASCO COUNTY AND FURTHER CERTIFY THAT ALL TAXES AND ASSESSMENTS DUE OR WILL BECOME DUE THEREON DURING THE CALENDAR YEAR HAVE BEEN FULLY PAID AS REQUIRED BY LAW AND I HEREBY APPROVE SAID PLAT.

WASCO COUNTY ASSESSOR DATE

WASCO COUNTY TAX COLLECTOR DATE

ENGINEER / SURVEYOR:

TENNESON ENGINEERING CORP.
3775 CRATES WAY
The Dalles, Oregon. 97058
Ph. 541-296-9177
FAX 541-296-6657



OFFICE COPY

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 21, 1997
BRADLEY R. HUFFMON
2786

EXPIRES: 06/30/2019



AGENDA ITEM

Radio System Change Order

[STAFF MEMO](#)

[HARRIS AGREEMENT](#)

[CHANGE ORDER REQUEST](#)



Board of Commissioners,

The Wasco County 911 Dispatch Communications Center has been informed by the existing vendor that their current radio based dispatch consoles (Motorola Gold Elite consoles) and core system will no longer be supported and needs to be replaced as well as the voice logger. This was approved in the current budget in the 911 Equipment Reserve Fund.

The dispatch manager Joe Davitt and Sheriff Lane Magill spoke to vendors that supply these services and selected Harris Communications as the vendor of choice. Harris Communication submitted a proposal under Oregon Price Agreement #0491.

Manager Davitt and Sheriff Magill are requesting an exemption from the competitive selection process from the Local Contracting Review Board, under Public Contracting Regulations article 18. Cooperative Procurement Exemption, which states the following:

“Also referred to as “piggy-backing”, cooperative procurements are purchases conducted by or on behalf of one or more contracting agencies. A cooperative procurement includes but is not limited to multiparty contracts and price agreements.”

“(1) As provided by ORS 279A.200 to 279A.225”

The Oregon Price Agreement #0491 is a cooperative procurement agreement that was conducted by the State of Oregon DAS and includes all ORCPP members, of which Wasco County is a member. Thus qualifying for this Cooperative Procurement Exemption. We recommend the exemption be granted.

We also request that the contract be approved for the purchase of the system including the change order to the original contract for the expansion from 8 channels to 16 channels to accommodate all current radios.

Cost associated with the contract:

Total as proposed: \$310,000.00

Change order need for additional 8 Channels: \$28,167.36

1st Year annual Software FX = \$10,000.00 (this is included in the \$310,000)



2nd Year and beyond annual cost:

Software FX = \$10,000.00

Priority TAC (service and support) = \$15,000.00

Total Annual after 1st year will be \$25,000.00

The plan to pay for the new consoles is to use either a 3 year or 5 year lease purchase. This is with a down payment of \$150,000 and annual payments of \$51,492 for the 3 year or \$31,800 for the 5 year. This is to be paid out of the 911 Equipment Reserve which has a balance of \$240,545 available. The intent is to not deplete the fund completely to \$0 yet by having a reserve to meet the annual lease payments. This will give the 911 Fund time to set aside funds for the final payments. The lease would be with PNC Bank

The Sheriff has proposed that the change order for \$28,167.36 be funded through the Sheriff's department by not filling the vacant deputy position.

Proposed motion:

{Move to approve the Cooperative Procurement Exemption for the contract between Harris Corporation and Wasco County Oregon for the purchase of the radio system and approve the Contract entering into a capital lease for a term of 5 years with PNC Bank to finance the approved purchase.}

{Move to approve the funding of the Change order as requested from Sheriff office funds.}

Thank you,

Paul Ferguson, Information Services Director

**HARRIS CORPORATION
DOMESTIC STANDARD CONDITIONS OF SALE & SERVICES
FOR
WASCO COUNTY OREGON**

THIS CONTRACT IS PLACED AGAINST PRICE AGREEMENT #0491. THE PRICE AGREEMENT TERMS AND CONDITIONS APPLY TO THIS CONTRACT AND TAKE PRECEDENCE OVER ALL CONFLICTING TERMS AND CONDITIONS.

Unless otherwise agreed in writing, the following terms and condition of Sale shall apply to the Hardware and Service to be provided by Harris Corporation, through its Communication Systems Segment (hereinafter "Seller") as set forth in the SOW (defined below). The contract between Buyer and Seller shall be formed when Buyer's Order is accepted by Seller.

1. STATEMENT OF WORK.

Buyer now desires to contract with Seller to provide Buyer with the radio communications system equipment and services set forth in Exhibit A, Proposal and Statement of Work (SOW). The SOW describes the work to be performed by Seller to deliver and install the Hardware and provide the other Services under this agreement. Seller shall furnish, deliver and install the Hardware and Software and provide the Documentation Deliverables and Services in accordance with the terms of the SOW. Buyer and Seller each agree to perform their respective tasks and obligations as set forth in the SOW. Buyer will be responsible for providing all Federal Communications Commission frequency licenses for the Hardware. Seller shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in the Commonwealth of Oregon.

2. WARRANTY.

A. Seller warrants to the original purchaser for use (hereinafter "Buyer") that Equipment manufactured by or for the Seller shall be free from defects in material and workmanship, and shall conform to its published specifications. With respect to all non-Seller Equipment, Seller gives no warranty, and only the warranty, if any, given by the manufacturer shall apply. Seller warrants the installation services furnished by Seller hereunder shall be free from defects in and workmanship for one (1) year.

B. Seller's obligations set forth in Paragraph C below shall apply only to failures to meet the above warranties occurring within the following periods of time from date of sale to the Buyer and are conditioned on Buyer's giving written notice to Seller within thirty (30) days of such occurrence:

1. for fuses and non-rechargeable batteries, operable on arrival only.
2. for parts and accessories (except as noted in B.1 and B.5), ninety (90) days.
3. for XG-75, P7300, P7200, P7100^{IP}, P5500, P5400, P5300, P5200, P5100, P3300, M7300, M7200 (including V-TAC), M7100^{IP}, M5300 M3300 and SG5300 radios, two (2) years, effective 10/01/2007.

4. for Unity® XG-100P and XG-100M, three (3) years.
5. for Six-Bay battery Chargers (12082-0314-xx and CH-104570-xxx), one (1) year.
6. for all other equipment of Seller's manufacture, one (1) year.

C. If any Equipment fails to meet the foregoing warranties, Seller shall correct the failure at its option (i) by repairing any defective or damaged part or parts thereof, (ii) by making available at Seller's factory any necessary repaired or replacement parts, or (iii) by replacing the failed Equipment with equivalent new or refurbished Equipment. Any repaired or replacement part furnished hereunder shall be warranted for the remainder of the warranty period of the Equipment in which it is installed. Where such failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price. Labor to perform warranty service will be provided at no charge during the warranty period only for the Equipment covered under Paragraph B.3-B.4. To be eligible for no-charge labor, service must be performed at a Seller factory (for OpenSky® Equipment only), by an Authorized Service Center (ASC) or other Servicer approved for these purposes either at its place of business during normal business hours, for mobile or personal equipment, or at the Buyer's location, for fixed location equipment. Service on fixed location equipment more than thirty (30) miles from the Service Center or other approved Servicer's place of business will include a charge for transportation.

D. Seller's obligations under Paragraph C shall not apply to any Equipment, or part thereof, which (i) has been modified or otherwise altered other than pursuant to Seller's written instructions or written approval or, (ii) is normally consumed in operation or, (iii) has a normal life inherently shorter than the warranty periods specified in Paragraph B, or (iv) is not properly stored, installed, used, maintained or repaired, or, (v) has been subjected to any other kind of misuse or detrimental exposure, or has been involved in an accident.

E. The preceding paragraphs set forth the exclusive remedies for claims based upon defects in or nonconformity of the Equipment, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether oral, written, expressed, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES.

3. LIMITATIONS OF LIABILITY.

A. THE TOTAL LIABILITY OF SELLER, INCLUDING ITS SUBCONTRACTORS OR SUPPLIERS, ON ANY AND ALL CLAIMS WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR PATENT INFRINGEMENT) OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATION UNDER THIS AGREEMENT RESULTING HERE FROM OR FROM THE MANUFACTURE, SALE, DELIVERY, REPAIR, REPLACEMENT OR USE OF ANY EQUIPMENT OR THE FURNISHING OF ANY SERVICE, SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE EQUIPMENT OR SERVICE WHICH GIVES RISE TO THE CLAIM. EXCEPT AS TO TITLE ANY SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD SPECIFIED IN THE ARTICLE ENTITLED "WARRANTY".

B. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL SELLER, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF BUYERS CUSTOMERS FOR SUCH DAMAGES. IF BUYER TRANSFERS TITLE TO, OR LEASES THE EQUIPMENT SOLD HEREUNDER TO, OR OTHERWISE PERMITS OR SUFFERS USE BY, ANY THIRD PARTY, BUYER SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING SELLER AND ITS SUBCONTRACTORS AND SUPPLIERS THE PROTECTION OF THE PRECEDING SENTENCE.

4. PATENTS.

A. Seller warrants that the Equipment furnished hereunder, and any part thereof, shall be delivered free of a rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller at its expense shall defend, or may settle, any suit or proceeding against Buyer so far as based on a claimed infringement which breaches this warranty. In case any such Equipment, or any part thereof, is in such suit held to constitute such an infringement and if the use of said Equipment or part is enjoined, Seller shall, at its expense and option, either procure for Buyer the right to continue using said Equipment or part, or replace same with an non-infringing equipment, or modify same so it becomes non-infringing, or remove said Equipment and refund the purchase price (less reasonable depreciation for use and any transportation costs separately paid by Buyer). The foregoing states the entire liability of Seller for patent infringement by said Equipment or any part thereof, and is subject to

the limitations of liability set forth in the article entitled "Limitation of Liability".

B. The preceding paragraph shall not apply to any Equipment or part manufactured to Buyer's design, or to the use of any Equipment or part furnished hereunder in conjunction with any other equipment, in a combination not furnished by Seller as a part of this transaction. As to any such Equipment, part, use or combination, Seller assumes no liability whatsoever for patent infringement.

5. COVERAGE, INTERFERENCE, AND THIRD PARTY FACILITIES.

Representations concerning the distance at which usable radio signals will be transmitted and received by the Equipment supplied hereunder shall not be binding upon the Seller unless reduced to a writing signed by an official of Seller in Lynchburg, Virginia and made a part of this instrument. Radio systems are subject to degradation of service from natural phenomena and other causes beyond the reasonable control of the Seller such as motor ignition and other electrical noises, and interference from other users assigned to the same or adjacent frequencies. The Seller cannot be responsible for interference or disruption of service caused by operation of other radio systems or by natural phenomena or by motor ignition or other interference over which there is no reasonable control. Such interference and noise can be minimized by addition (at Buyer's expense) of corrective devices adapted for particular locations and installations. Seller will make recommendations as to the use of such devices; however, total freedom from noise and interference cannot be guaranteed. In the event Buyer utilizes facilities or services supplied by others such as Common Carrier Services or shared services, Seller shall have no responsibility for the availability or adequacy of any such facilities or services.

6. DELAYS.

Seller shall not be liable for delays in delivery or performance or for failure to manufacture or deliver or perform due to (i) causes beyond its reasonable control, or (ii) acts of God, acts of Buyer, acts of civil or military authority, governmental priorities, strikes or other labor disturbances, floods, epidemics, war, riot, delays in transportation or car shortages, or (iii) inability on account of causes beyond the reasonable control of Seller or its suppliers to obtain necessary materials, components, services, or facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

7. DELIVERY AND RISK OF LOSS.

Shipping dates are approximate and are based upon prompt receipt of all necessary information. Delivery will be made F.O.B. destination to Buyer. Shipping and handling charges will be paid by or billed to the Buyer. Risk of loss or damages passes to Buyer upon delivery to Buyer.

8. TERMS OF PAYMENT, LATE CHARGES.

Equipment on Buyer's order will be billed as shipments are made, and payment is due 30 days from the date of invoice unless stated otherwise on the accepted

order. Services, if any, will be billed upon completion and is due 30 days from the date of invoice. If manufacture or shipment is delayed by the Buyer, payment, based on the contract price and the percentage of completion, shall become immediately due. Equipment held for the Buyer shall be at its risk and expense. All amounts past due over thirty (30) days shall accrue interest from their due date at the rate of one and one-half percent (1-1/2%) per month (or such lesser rate as may be the maximum permissible rate under applicable law). If after default, this contract is placed with an attorney for collection, Buyer agrees to pay reasonable attorney's fees

9. SECURITY TITLE.

Security title and right of possession without legal process of the Equipment sold hereunder shall remain with the Seller until all payments hereunder (including deferred payments whether evidenced by note or otherwise) shall have been made in cash, and the Buyer agrees to do all acts necessary to perfect and maintain such right and security title in the Seller. It is the intention of the parties that the Equipment delivered hereunder shall remain personal property until all payments have been made in full.

10. TAXES.

In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with a tax-exemption certificate acceptable to the taxing authorities.

11. CANCELLATION CHARGES.

Buyer may cancel an accepted order in the following manner only: Prior to delivery, submit notice to the attention of Customer Service via (a) PSPC_CustomerFocus@harris.com; b) Fax 1-800-833-7592; or (c) Harris Corporation, Communication Systems Segment, P.O. Box 2000, Lynchburg, VA 24501. Said notice must be received prior to delivery of any Equipment (including vendor items drop-shipped to the address appearing on the face of Buyer's Order) and must be accompanied by payment of cancellation charges equal to 15% of the cancelled portion of the order; (2) After delivery of any Equipment on Buyer's Order, the order may be canceled only with the Seller's written consent. Request for cancellation should be addressed as instructed above, and said request must be accompanied by payment of restocking charges equal to 25% of the total order price. Any deposit monies held by Seller will be credited against the cancellation or restocking charges.

12. GENERAL.

A. Buyer is solely responsible for obtaining and complying with any necessary permits and licenses from the Federal Communications Commission, or any other Federal, State or local governmental authority, related to the purchase, installation, erection and operation of any Equipment purchased hereunder.

B. The provisions of these conditions of sale are for the benefit of the parties hereto and not for any other person. The delegation or assignment by Buyer of any

or all of its duties or rights hereunder without Seller's prior written consent shall be void.

C. Seller will comply with applicable Federal, State and local laws and regulations as of the date of Seller's acceptance of Buyer's Order which relate to equal employment opportunity (including applicable provisions of Executive Order 11246, as amended), workmen's compensation, and the manufacture in Seller's facilities of the Equipment delivered hereunder (including applicable provisions of the Fair Labor Standards Act of 1938, as amended). The price and, if necessary, delivery of any Equipment will be equitably adjusted to compensate Seller for the cost of compliance with laws or regulations except as specified above.

D. A perpetual, nonexclusive, non-transferable, fully paid license is granted hereunder which gives the Buyer the right to use the software embedded in the products manufactured by the Seller, and any modifications thereof, only for Buyer's own use. The license granted hereunder may not be assigned or transferred without the prior written consent of the Seller.

E. The invalidity, in whole or in part, of any Article or paragraph hereof shall not affect the validity of the remainder of such Article or paragraph.

F. The validity, performance and all matters relating to the interpretation and effect of these conditions of sale and any amendment hereto shall be governed by the laws of the State of Oregon. Venue for any legal proceedings shall be in any state or federal court located in State of Oregon.

G. These conditions of sale constitute the entire understanding between the Buyer and Seller concerning the subject hereof, and any representation, promise, understanding, proposal, agreement, warranty, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on Seller. No modification, amendment, rescission, waiver or other change of these terms and conditions shall be binding on Seller unless specifically agreed upon in writing by Seller. ANY ADDITIONAL OR CONFLICTING TERMS AND CONDITIONS PROPOSED BY BUYER MUST BE SPECIFICALLY AGREED UPON BY SELLER IN WRITING OTHERWISE THE ADDITIONAL OR CONFLICTING TERMS AND CONDITIONS PROPOSED BY BUYER ARE DEEMED REJECTED BY SELLER. SELLER DOES NOT ASSUME ANY OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE SALE OF ITS EQUIPMENT OTHER THAN THOSE EXPRESSLY STATED IN THIS INSTRUMENT, AND DOES NOT AUTHORIZE ANY PERSON (INCLUDING SELLER'S MANUFACTURER'S REPRESENTATIVES AND SALES AGENTS) TO ASSUME FOR SELLER ANY OTHER OBLIGATIONS OR LIABILITIES.



IN WITNESS WHEREOF, Buyer and Seller have
executed this Contract.

BUYER

Wasco County
511 Washington St. Suite 102
The Dalles, OR 97058

By: [Signature]

Name: Lane Magill

Title: Sheniff

Date: 6/26/17

SELLER

Harris Corporation
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501

By: [Signature]

Name: Thomas Clair

Title: Contracts Manager

Date: 6/29/17

EXHIBIT A

STATEMENT OF WORK



HARRIS CORPORATION

**221 Jefferson Ridge Parkway
Lynchburg, VA 24501
Phone: 434-455-6600
www.harris.com**

March 7, 2017

Sheriff Lane Magill
Wasco County
511 Washington St. Suite 102
The Dalles, OR 97058

Subject: Four Seat Symphony Solution supported by the BeOn Unite Core

Dear Sheriff Magill,

Harris Corporation, RF Communications Division, is pleased to provide Wasco County with this Firm Fixed Proposal for the P25 Symphony Solution for four seats. The Symphony solution is Harris' latest IP based, state of the art, dispatch offering. The BeOn Unite Core which is the platform for the Symphony consoles, gives Wasco County the opportunity to upgrade their radio sites in the future, and also provides the BeOn feature for encrypted mobile phone technology for users.

Harris looks forward to collaboratively developing a Contract based off of the existing Oregon Price Agreement #0491. Attached to the proposal are Statements of Work to be used as a basis for the PO.

Harris values our commitment to Wasco County as a new client in ensuring that your needs are met with this proposal in order to have this be a successful project. As your team reviews this Harris Firm Fixed Proposal response, please do not hesitate to contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Jennine Weber". The signature is written in a cursive, flowing style.

Jennine Weber

Area Sales Manager

COMMUNICATION SYSTEMS / HARRIS CORPORATION MOBILE: +1-503-568-5867

Email: Jennine.Weber@Harris.com

WASCO COUNTY

PROPOSAL FOR: VIDA UNITE & SYMPHONY SYSTEM



VIDA UNITE & SYMPHONY SYSTEM

Wasco County, Oregon | March 2017

Confidential Information:

Harris Corporation, through its Communication Systems Segment (Harris Corporation), complies with all federal, state and local laws, ordinances, rules, and regulations regarding disclosure. However, Harris Corporation must still protect its trade secrets, intellectual property, and other confidential and competition sensitive business information. The enclosed proposal includes pricing, system design, trade secret and other confidential and competition sensitive information which is labeled as such in the proposal. Disclosure of any portion of this proposal shall be permitted only after the express written consent of Harris Corporation is provided. After award notification and upon official written request, Harris Corporation will disclose any proposal information that is no longer considered confidential or competition sensitive.

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1.Introduction

Harris Corporation appreciates the opportunity to provide Wasco County the attached firm price proposal to replace the existing dispatch center located at 425 E. 7th Street, The Dalles, Oregon. Wasco County's has been informed by the existing vendor that their dispatch center will no longer be supported and needs to be replaced. Harris Corporation's proposed system includes the latest Symphony IP based dispatch consoles connected to a BeOn Unite Core, NetworkFirst Gateways, and an upgraded Eventide Logging Recorder.

1.1 Overview

The Harris proposal is designed to provide Wasco County with a dispatch solution that seamlessly ties into their existing infrastructure. The Symphony platform is Harris Corporation's latest IP based, state of the art, dispatch console product offering. The BeOn Unite Core has the ability to support newer trunked radio technologies, like P25. If Wasco County decides to upgrade their radio sites in the future, the BeOn Unite Core will support the upgrade with minimal changes to centralized equipment and provide full compatibility with the new Symphony Dispatch center. Until that time, the highly configurable Symphony Consoles will provide a user friendly interface for the dispatchers, while the BeOn feature includes low cost options to support additional users with the mobile phone BeOn technology

1.2 Existing Configuration

The Wasco County System utilizes multiple vendors to cover just under 2,400 square miles. The Analog Conventional system consists of six (6) repeaters in the VHF band and a single repeater in the UHF band. The repeaters are manufactured by Ashwood, Daniels, and Motorola. The dispatch center consists of four (4) Motorola Gold Elite consoles. All repeaters are accessed by the dispatch center with CTCSS tone frequencies.

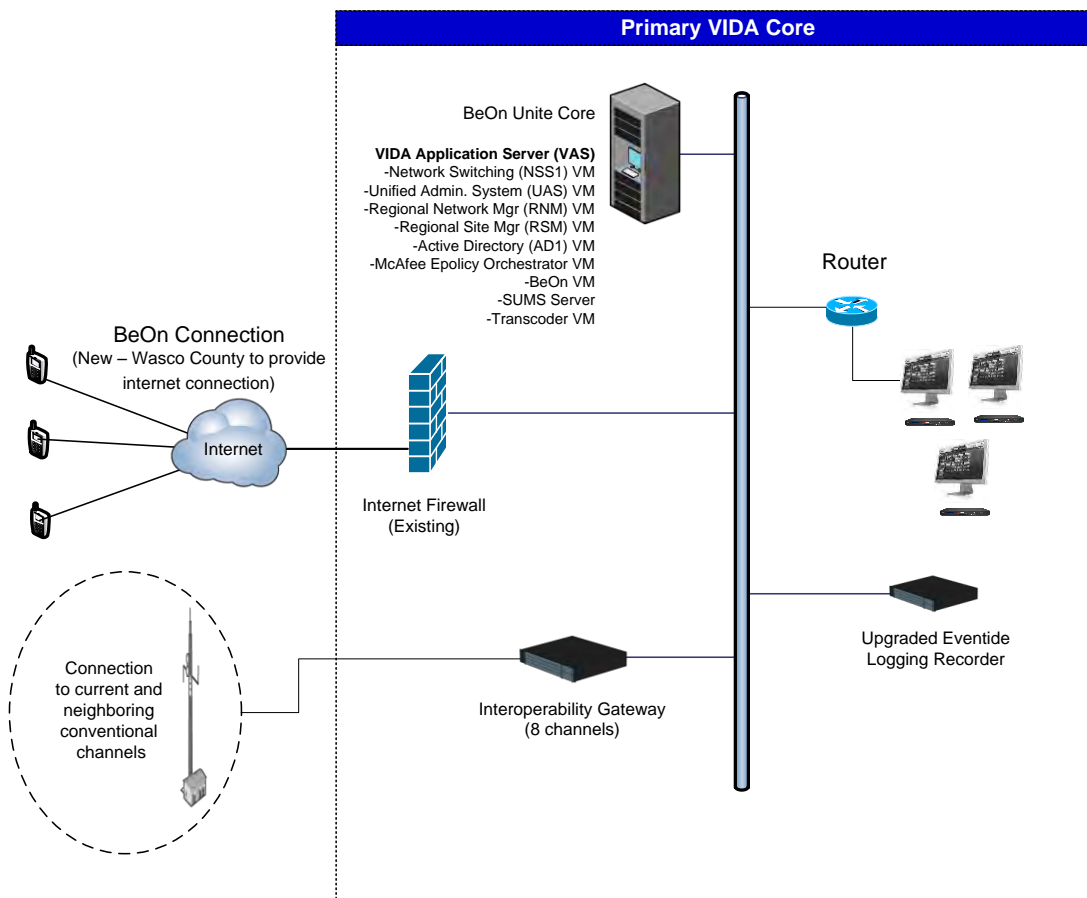
2. System Description for WASCO

The Harris Corporation's proposal is designed to replace the console interface while keeping the existing radio system intact. The BeOn Unite core will allow Wasco to upgrade the radio system when or if they choose to replace the radio system.

The following is a high level listing of the equipment provided:

- Harris BeOn Unite Core.
 - 50 BeOn Application Client licenses for iOS or Android Smartphones
- Three (3) Symphony Dispatch Consoles
 - Each Symphony Dispatch Console includes
 - ♦ 21.5" Flat panel touchscreen
 - ♦ 2 Speakers
 - ♦ 1 Footswitch
 - ♦ 6 wire jackbox with wired headset
 - ♦ Keyboard and mouse
- NetworkFirst Interoperability Gateway with eight (8) talkpaths
- Eventide NexLog 740 IP-based Voice Logging Recorder

Figure 1. System Diagram



2.1 Equipment Description

The Harris BeOn solution is a Voice over IP (VoIP) based, Push-to-Talk (PTT) communications system operating over public or private wireless networks. The solution extends onto the broadband capable third generation (3G) and 4G/LTE cellular networks. This includes the ability to provide highly integrated interoperability services between BeOn users on the cellular network and users of traditional Private Mobile Radio (PMR) networks. The Harris BeOn Unite System IP core network switching technology is the foundation for the BeOn application infrastructure. As a result, the application and product suite provides many advanced features not found in competing technologies, and provides internetworking of those services between public and private communications networks. The BeOn user application can be downloaded to commercial-off-the-shelf (COTS) Android¹ or iOS² smartphones.

¹ Android is an open source mobile operating system distributed by Google Inc.

² iOS is a mobile operating system developed and distributed by Apple® Inc.

2.1.1 VIDA BeOn Unite - Network Switching Center

The VIDA BeOn Unite Network Switching Center (NSC) is the heart of the Harris BeOn Unite network. It is scalable to meet the needs of every network, from small rural networks up to large county and statewide networks. The Network Switching Center manages the hardware and software components of the network, and routes calls among users and standard LAN/WAN networking equipment. All of the components in the Network Switching Center are commercial off-the-shelf (COTS) computer and networking equipment that leverage the Internet Protocol (IP) industry.

2.1.1.1 Management and Administration

The NSC includes two management and administration applications: the Regional Network Manager (RNM) and the Unified Administration System (UAS). The RNM provides management support for the various hardware and software components that make up the network. It identifies faults, provides audible alerts, and reconfigures system components to maintain continuous operations. The UAS provides the capability to define and structure the systems, sites, talkgroups, users, and other resources.

2.1.1.2 Call Routing

Through its call routing applications, the NSC routes calls to and from each voice group or mobile data user on a real-time basis. It regulates voice and data traffic on the network. Each voice user belongs to a voice group of peers. A network administrator assigns the members of a voice group and sets the voice group parameters including priority, hang time, preferred site, and response time. The NSC maintains these voice group files. The NSC routes the IP voice traffic of one member to all the other members of a given voice group.

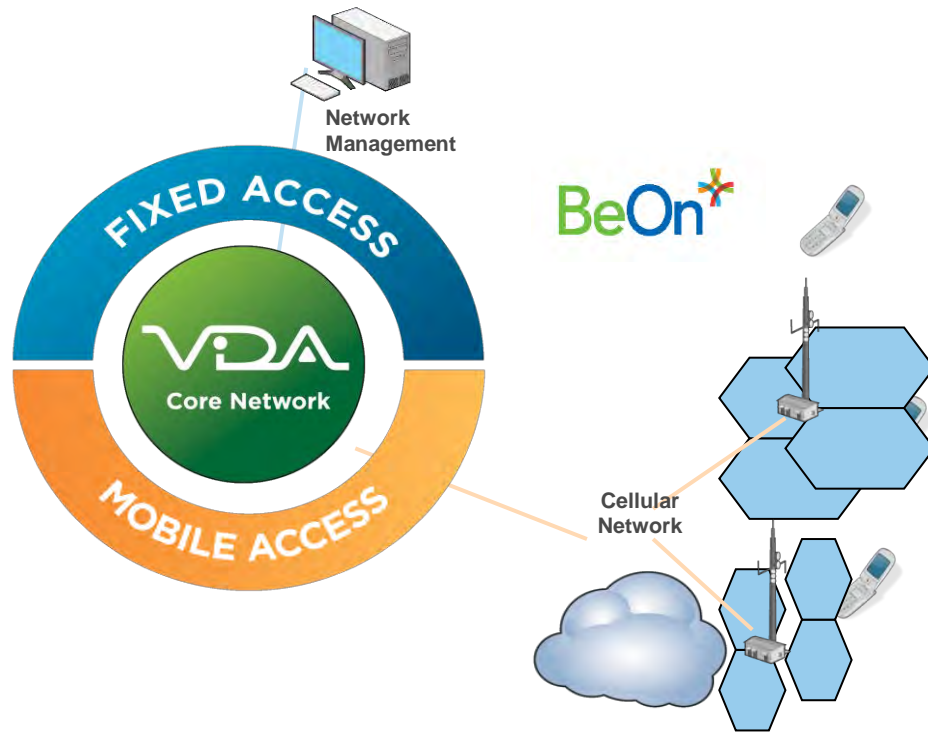
2.1.2 VIDA BeOn Unite – BeOn Service

The BeOn Access Point and Assignment Server are required network elements providing the interface between a BeOn Client, registered on a Commercial Cellular Network, and the Harris BeOn Network.

2.1.2.1 BeOn Access Point

The BeOn Access Point (AP or LAP) is the primary point of contact for BeOn subscribers interfacing with the Harris Network Switching Center (NSC). The AP proxies for all BeOn subscribers to the network, mapping the traditional PTT services of the LMR network to the BeOn users running the subscriber application. Each BeOn network, depending on loading and topology, needs one or more APs to support subscribers within a given region.

Figure 2. BeOn System Diagram



2.1.2.2 BeOn Assignment Server

The BeOn Assignment Server (AS or LAS) acts as the “home” server for BeOn clients registering onto the system. The AS determines which BeOn AP should serve each unique subscriber, and manages movement of subscribers between APs when system conditions or roaming warrant changes. Both the BeOn AP and BeOn AS can also be deployed in clusters (multiple servers) for both load balancing and redundancy purposes.

2.1.2.3 Client Minimum Requirements

The BeOn solution is supported on commercial handsets using the Android or iOS Operating Systems. To ensure audio quality and general performance of the BeOn solution, the State should choose a smartphone model that works well as a data device on the carrier’s network and operates in strong coverage areas. Additional factors to consider when selecting an Android phone for BeOn include the following:

- Android Honeycomb 3.x or higher operating system
- 3G capability is required and 4G will improve PTT performance. BeOn can also be supported on Wi-Fi
- Battery life - some users like to add an extended life battery
- Ruggedness of device
- Position and size of button that will be used for PTT. Some devices such as the Casio GZ have a dedicated button that can be mapped for PTT functionality. If there is no dedicated PTT button, then PTT and emergency are typically mapped to the up/down volume button. Larger buttons are better and most users prefer the volume button to be on the left side of the phone.
- Loudness of speaker. Some phones have poor volume on the external speaker, which can make it difficult to hear a BeOn call in a noisy environment. Harris is also working on a Bluetooth speaker microphone that will alleviate this issue on phones with a weak speaker.
- Examples include, but are not limited to, Galaxy Nexus, Nexus 4/5/5X/6/6P/7/10

Microsoft Windows client requires the following minimum requirements:

- Minimum hardware: 2.0GHz Intel Core i3 processor (Core i7 recommended) with 4GB of RAM and 200MB free HD space
- Minimum OS: Windows 7 with 32-bit Java SE 7u6 (or later)

iOS handset minimum requirements include the iPhone 4 and operating system iOS 6.1 Release and above.

- Examples include, but are not limited to, iPhone 4/4S, iPhone 5/5C/5S, iPhone 6/6 Plus/6S, iPhone 6S Plus and SE, and iPhone 7

2.1.3 Symphony Consoles

The Symphony Dispatch Platform connects directly to the radio network over an IP network and the BeOn Unite Core. It supports the Symphony software applications and provides high-performance computing and graphics capability to support 24-hour mission-critical dispatch operation. It uses a solid-state design that makes it completely silent and more reliable than other hardware platforms and it incorporates both the workstation and audio functions into a compact, single rack-unit design. A variety of console accessories and licensed features are available to suit the needs of individual agencies or individual dispatchers.

Symphony Dispatch Hardware Specifications are listed in **Error! Reference source not found.**

Figure 3. Symphony Dispatch Hardware Specifications

Specification	Description
General	
Operating Modes	Conventional Analog
Symphony Dispatch Platform	Solid state hardware Customized for 24/7 dispatch operation Microsoft® Windows Based
Dispatch Applications Supported	Symphony Dispatch Console
Display	21.5" Flat panel touchscreen
Power Requirement SDP Power Consumption	85–264 VAC, 47-63 Hz 70W
Physical	
Mounting	Desktop, under desk, or rack mounted
Typical Dimensions (HxWxD) in inches	Symphony Dispatch Platform: 1.75 x 16.5 x 11.7 Keyboard: 2x20x9
External Interfaces per Console	
Speakers	1 select and 1 unselect
Footswitch	One
Headset	6-wire jackbox Wired headset

2.1.3.1 Symphony Console Feature Highlights

Figure 4 identifies the features the Symphony console provides to dispatchers.

Figure 4. Symphony Console Feature Highlights

Console Feature	Harris' Implementation
Talkgroup Patch – Ability for the dispatcher to connect two or more talkgroups for a conversation.	The Symphony console supports patches, which temporarily combines two or more modules. Each console supports up to five patches with up to 15 entities (groups and/or channels) each. All entities patched together can communicate with one another. The console supports pre-configured patches.
Conventional interface – Ability to permanently patch talkgroups with conventional channels from existing systems.	The Symphony console has the capability to patch trunked talkgroups with conventional channels for interoperability.
Instant Recall Recorder – A software based instant recall recorder at each console position.	Each Symphony console has an integrated Call Check Recorder.
Dispatcher Interrupt – The dispatcher has the capability to drop an on-going conversation and use that voice channel.	Symphony consoles can be programmed to have the capability to interrupt ongoing conversations and seize a voice channel for other use.
Emergency Alarm – Dispatcher can receive an emergency notification upon radio user depressing a single button.	During emergencies, the console gives both visual and audible alerts. The module and page with the emergency is displayed in red. The module and the call history displays the alias of the unit declaring the emergency. Further, the emergency is displayed in the system information panel, in red.
Multiple (customized) Operator Screens – Console can store customized screen settings for shift changes, emergency situation(s), and special events.	The Symphony console supports a flexible graphical user interface environment via multiple screen configurations. The number and types of modules, module location, number of pages (up to eight, and color schemes for the screen are user definable.
Channel Marker – The console can insert a channel marker	The dispatcher can utilize channel markers during emergencies to prevent other users from interrupting the current audio conversation.

2.1.3.1.1 Conventional Base Station Control

The Symphony Console supports conventional base station control with special modules. This allows dispatch communications via conventional radio units operating on the respective base station frequencies for over the air control. This provides the same functionality as the existing console-control interface.

2.1.3.1.2 Basic Functionality on Symphony for Conventional Control

Communication modules are the fundamental components for communicating through the console. Each communication module is individually programmed with a single entity representing a talk group, a radio unit, a conventional channel, another console, a Patch, or a SimulSelect. When an entity is programmed into a module, all audio related to that entity is routed to the console. Communication modules provide incoming call monitoring and outgoing console-originated call transmissions.

The console's Patch feature allows trunked talk groups and/or conventional channels to be connected as one common communication entity. When groups and/or channels are patched, they are considered to be "in" an active patch. Patched groups essentially become one talk group when the patch is active. Typically, a patch is active only on a temporary basis when common communications across normal group/channel boundaries are required.

Any group can be patched. However, if an Announcement Group is patched, talk groups associated with that Announcement Group cannot be included in another patch. Conventional channels can be patched. Symphony can be licensed for up to 16 patches active at one time, though the offering includes 8 patches with 16 definitions. Additional patches can be added with optional licenses. Modules included in a Patch are identified via colored tags on the top of each module. Each patch can be created, activated when needed, and deactivated. Each patch can consist of up to fifteen patchable entities. If a group or a conventional channel is currently in an active patch, it cannot be placed in another patch by the original console or by any other console in the system.

When a radio unit or another console in the system transmits on a group or conventional channel that is in an active patch, the transmission is broadcast on all groups and/or channels in the patch. If the call originates from a trunked radio unit, the caller's unit name or unit ID number displays in all of the patched modules at the console. If the call originates from a conventional radio, the respective conventional channel's name or ID number displays in all of the patched modules. Basically, in each patched communication module, incoming call indications are identical to those that appear in non-patched modules.

Additional Conventional Features Supported:

- If the call originates from a conventional radio, the respective conventional channel's name or ID number displays in all of the patched modules.
- "SimulSelect" allows simultaneous selection of up to fifteen trunked talk groups, individual trunked radio units, and/or conventional channels. Any conventional channel can be SimulSelected
- ADPCM is supported for Analog conventional stations
- MDC-1200
- Enable Channel Change Tone: When enabled, Symphony will play a tone whenever the current channel on a conventional station is changed. This can be used to notify dispatchers of changes made by other consoles.

2.1.3.1.3 Foot Pedal

A foot pedal is included to allow hands-free transmit operation by pressing the foot pedal to initiate a PTT.

2.1.3.1.4 Headset Jack

The headset jack accepts six-wire headsets for voice and PTT functionality. A second headset jack can be installed at each position to allow real-time monitoring by a trainer or supervisor. The headset can be connected through a hardwired connection or an encrypted cordless adapter; both have PTT capability.

2.1.3.1.5 Select/Unselect Speakers

High power speakers designed for voice are available with the consoles. In a typical two-speaker configuration, one is designated the select speaker and the other unselect. The select speaker generates the audio from the selected communication module. The unselect speaker reproduces the sum of the audio from all the other modules. The console can accommodate up to eight speakers configured as a single select speaker and up to seven unselect speakers. These speakers have controls for volume, bass, and treble as well as an LED that informs the dispatcher when audio is present. This volume control supplements the volume control associated with individual communication modules.

For unselected modules that share a common unselect speaker, changing the speaker's volume setting with the mechanical control changes the audio level of all the summed unselect audio. This is in contrast to module volume control where volume settings can be controlled on an individual module basis. The speaker LED is significant as it will alert the dispatcher when audio is present, even if the volume is low or in a high noise area. This also aids in identifying the active speaker in a multi-speaker configuration.

2.1.4 Eventide Logging Recorder

Harris proposes an IP-based P25 compatible logging recorder from Eventide that allows the County to record all conventional radio traffic, all 911 calls, and call taker administrative calls. The Eventide NexLog 740 IP-based voice logging recorder is designed for the Mission Critical Dispatch Market. The NexLog 740 provides archival and instant recall recording for Harris' VIDA P25 trunked radio system. It reliably captures and stores IP audio and call-related metadata for easy retrieval. The recordings are instantly available for replay, research, incident reconstruction, burn to CD/Blu-ray, and export.

The EIA/TIA 19" rack mountable NexLog 740 includes a Raid 5 3 TB disk array for over 500,000 hours of recording internally. Recordings can automatically copy to a Network Attached Storage device for geo-diverse archiving and for longer term storage. The configured disk array is field upgradeable to 4, 6, 8, 10, or 12 TBs. The proposed recorder comes standard with HTML5 browser-based user interface for the search, replay, and transfer of recordings. The Eventide NexLog 740 is a purpose built Linux appliance that provides a robust IT environment enabling it to support 24 hours a day, 7 days a week, 365 days a year operations.

The NexLog 740 records VoIP, digital telephone, analog telephone, analog radio, 9-1-1 and NG9-1-1 calls. The recorder supports a minimum of 16 analog channels, 24 channel Passive T1, and 10 VoIP channels. In addition, eight concurrent user logins are available. Multiple search and playback techniques are available on the logging recorder including the following:

- Console position
- P25 emergency call activation
- User unit ID
- Talkgroup
- Individual call
- RF channel (for conventional repeaters/base stations only)
- Date

- Time
- ANI/ALI data

Connecting to the logging recorder occurs at the IP network level through the proposed Harris BeOn Unite core, similar to the Symphony Console's IP connection. The VIDA core includes a common time reference to synchronize the logging recorder, consoles and radio system.

Included in this proposal are the following items.

- NexLog 740 Base System Hardware
- Channel Input Cards and Licenses
- Recording-Related Items and Licenses
- Web Access Playback Licenses
- Integration and Interface Licenses
- Vocoder

Eventide Installation, Support, and Training are optional and can be purchased directly with Eventide or be added to this quote.

3. Implementation Plan

Harris' proposal to Wasco County, OR provides the system design and implementation services to deploy dispatch consoles and connect them to the existing county radios through a new BeOn Unite core.

3.1 Contract Signing

The project will begin on signing of the contract or when a notice to proceed has been issued, which is the start date from which all schedule activities are measured.

3.2 Customer Design Review

Following contract signing, Harris will schedule an introductory conference call with Wasco County to kick-off the project. Harris will use the information obtained from the kick-off meeting, contract documents, and regulatory and engineering documentation, to present a final design at the Customer Design Review meeting with Wasco County. Wasco County will review this documentation and, after Harris responds to all questions, send to Harris an approval of this documentation and authorization to order equipment.

3.3 Manufacturing and Staging

After notice to proceed has been issued, the project team will procure material and schedule manufacturing. The factory will receive orders to manufacture the Harris equipment and Harris will place orders with vendor/subcontractors. After manufacturing and test, technicians prepare the equipment for delivery to the sites.

Harris will ship the equipment and materials to a Wasco County-provided storage area at or near the point of installation.

3.4 Site Development

The proposed Harris offering will utilize the existing Wasco County infrastructure which will include shelters/equipment rooms, towers, primary and backup power systems, and backhaul. The scope of Harris responsibility for this project does not include any site enhancement or development.

However, as a result of post-contract site survey, the project team may identify to Wasco County any required site development needs. Site development will be the responsibility of Wasco County and shall occur prior to the delivery of the new Harris system equipment in accordance with the project schedule. Site development shall be performed in accordance with the following Harris standards:

- Standards for Site Construction LBI-39148
- Site Grounding and Lightning Protection AE/LZT 123 4618/1

3.5 Infrastructure Equipment

Systems for installation include:

- BeOn Unite core
- NetworkFirst Gateway (NFG) with 8 Talk Paths

- Three Symphony Dispatch Consoles

3.6 System Installation

The Harris installation team will install the new equipment at the locations disclosed in the system design.

The installation plan will be developed during the initial phase of the project and presented to Wasco County for review and approval at the project kick-off meeting. The installation plan will coordinate all activities of the project team, minimizing construction conflicts and ensuring that system implementation proceeds efficiently. Where currently operational communications equipment co-exists with the installation of the Wasco County new BeOn Unite core and dispatch consoles, the project team will take great care to ensure that there is minimal disruption in service.

Harris and its subcontractors will provide the installation and commissioning activities to ensure the dispatch project is professionally implemented in accordance with the implementation schedule and the needs of Wasco County's stakeholders. The implementation schedule is included in this scope of work.

3.6.1 User Equipment

Wasco County will be responsible for providing suitable cellular devices for use on the new BeOn system. The scope of Harris responsibility for this project does not include any user devices, device programming, or cellular carrier services.

3.7 Acceptance Testing

Harris will perform systems acceptance testing according to the agreed upon Acceptance Test Plan (ATP) and system contract. The project team will notify Wasco County when installations are complete and the system is ready for acceptance testing.

The system engineer will provide documentation defining each of the test areas. The ATP procedures contain a short description, test methodology, and a record form for logging results and acceptance signatures for each test. Upon satisfactory completion of each testing phase, the project manager will present the system acceptance documentation to Wasco County's project manager.

3.8 Final Acceptance

With the completion of ATP tests, and submission of the final drawing package, the project manager will submit the final system acceptance letter for Wasco County to sign. With the final acceptance, the project manager will arrange a meeting with the field service team to review maintenance support during the warranty period. The team will provide the contact information and procedures used to obtain service during the warranty period. Contact numbers and procedures will be provided for standard business hours and after hours.

With final acceptance approval, Wasco County can proceed with cutover and begin transitioning users onto the new system.

3.9 Warranty Support

The warranty period will begin immediately after final system acceptance. Standard warranty response times are 8:00 a.m. to 5:00 p.m. Eastern on business days. Optional maintenance support is available that provides services such as emergency on-site response as well as preventive maintenance and software maintenance service.

4. Responsibility Matrix

The Responsibility Matrix section:

- Describes the general project responsibilities of both parties to perform
- Defines the responsibilities of all parties for the implementation of the project

4.1 General Requirements

Figure 5 describes the general project responsibilities of both parties to perform which are not specifically associated with any specific site or equipment install.

Figure 5. General Requirements Responsibility Matrix

Tasks	Harris	Wasco County	Comments
Designate a Harris project manager	X		
Designate a Wasco County project manager		X	
Manage the Harris project team	X		
Establish project communications protocol and maintain communications log as required	X		
Conduct internal project review meetings and submit status updates	X		
Conduct project update calls	X		
Participate in project update calls		X	
Report project progress as compared to project schedule	X		
Manage and control the flow of products and equipment from the factory to meet the project schedule	X		
Review change orders with Harris project manager and provide approval		X	
Review and approve submitted design documents within five (5) business days or respond with revisions		X	
Provide written approval for major milestones such as staging, ATP, and final acceptance		X	
Provide timely responses to issues and questions		X	
Designate system administrators		X	
Provide access to all buildings and sites, including temporary ID badges for Harris project team		X	
Provide parking permits for Harris project team for any restricted parking areas		X	
Provide adequate road access for delivery vehicles		X	

Tasks	Harris	Wasco County	Comments
Arrange for temporary parking to off-load equipment at all buildings and sites		X	
Warehouse/storage space for the new equipment at no charge to Harris		X	
Clean up site and remove all debris and unwanted material stemming from equipment installations	X		
Remove any hazardous material found on site		X	
Each site shelter(s)/equipment room(s) has or will have: <ul style="list-style-type: none"> Space for the new system equipment Adequate primary, backup power (UPS and generator) and HVAC for the new system equipment. Sufficient network connectivity to support the new system equipment 		X	
Existing shelters and equipment rooms meet all local, state and federal grounding and lightning specifications		X	
Any mobile device updates, such as a flash update or application load required to support the new BeOn configuration		X	

4.2 Customer Design Review

Figure 6 describes the Customer Design Review responsibilities of both parties to perform.

Figure 6. Customer Design Review Responsibility Matrix

Tasks	Harris	Wasco County	Comments
Kickoff Meeting and Preliminary Design Review			
Assemble project team and arrange conference call with City of Wichita	X		
Assemble customer team for Kick-off Conference Call		X	
Provide a team and propose a schedule for Customer Design Review & site survey.	X		
Present preliminary information on design	X		
Present preliminary information on implementation schedule	X		
Prepare for Customer Design Review			
Develop required drawings	X		
Verify network IP availability		X	
Develop site electrical loads	X		
Develop implementation plan	X		
Develop formal project schedule	X		
Prepare ATP documents	X		
Provide answers to Harris questions		X	
Customer Design Review			
System block diagrams	X		
List of deliverable equipment	X		
Network IP connection status		X	
Rack elevation drawings	X		
AC power and BTU loads	X		
Review preliminary cutover plan	X		
Review ATP	X		
Project schedule	X		
Provide appropriate personnel to review documents		X	
Provide location for CDR meeting		X	
Approve the design following CDR meeting		X	5 days

4.3 Manufacturing and Staging

After notice to proceed has been issued, the project team will procure material and schedule manufacturing. The factory will receive orders to manufacture the equipment. In addition, vendor/subcontractor items will be ordered. After manufacturing and test, the equipment will be prepared for delivery to the sites.

Figure 7. Manufacturing & Staging Responsibility Matrix

Tasks	Harris	Wasco County	Comments
Stage to standard factory configurations	X		
Provide ISP service IP addresses & network Info required to configure VPN router		X	
Complete user data questionnaire		X	
Ship equipment	X		

Harris will also require network configuration and Internet Service Provider (ISP) information in order to factory configure the BeOn system firewall. If this info is not provided during factory staging, on-site networking configuration will have to be performed at an additional Time, Material and Travel cost to Wasco County. Ports 20,000 and 20,001 will have to be opened on customer's enterprise network prior to Harris BeOn system being placed into service.

4.4 Install Requirements

Harris will be responsible for the installation of all new, BeOn Unite core, BeOn Server, NFG, and Symphony consoles fixed equipment contained in the following detailed description of work as agreed in the contract. Installation at each site will be scheduled in conjunction with the delivery of equipment. The County shall have completed any necessary site development work required prior to the delivery of equipment. Installation of all new Harris equipment will be completed by Harris or their representatives in a neat and professional manner, employing a standard of workmanship consistent with Harris' BeOn Unite Installation/Configuration Manual -14221-7100-3030 and in compliance with applicable NEC, EIA, FAA, and FCC standards and regulations.

Harris will furnish all required cabling for the new equipment including individual equipment power cords, individual equipment grounding pigtails, and other intra-cabinet wiring. Cable ties will secure each cable run, with excess material folded back and neatly coiled. The final as-built documentation package will detail all intra-rack cable. Installation technicians will properly ground all cabinets, racks, enclosures, and transmission-line surge protectors to the site's single-point grounding system. Ground connections will be connected using approved irreversible compression connectors or irreversible lugs and splices. All painted surfaces where ground connections are made will be scraped clean of paint. Dissimilar metal connections will require treatment with an anti-oxidant compound.

The County will be responsible for site development and improvements at each site as defined in this Statement of Work. Harris assumes all existing shelters/equipment rooms, generators, UPS', and backhaul equipment will be re-used and/or replacements provided by the County. Wasco County shall provide UPS back-up power, by-pass circuitry, distribution breakers. The County shall provide two

20amp power outlets and main grounding runs immediately above or below each new rack as per the Harris provided design details. All other connections; Interop, ISP...etc will be in the same room and within 20 feet of the new equipment interface ports.

Harris Scope of Work for VIDA Unite core with BeOn and collocated NFG with 8 TPs and 3 Symphony consoles:

1. Install VIDA Unite cabinet with NFG.
2. Make up power & grounding connections.
3. Make connections to customer ISP service.
4. Install 3 Symphony Consoles.
5. Power up Unite core and BeOn service following proper start up procedures.
6. Power up NFG.
7. Power up Consoles

Dispatch consoles will communicate to Wasco county's repeaters through the Harris Network First Gateway using tone control. Existing radio repeaters, existing user radio equipment, and/or antenna systems will not be touched or changed in any way. Harris's proposal includes five system engineering man days for field integrations and configurations, which includes making the connection from the NetworkFirst Gateway output to the Wasco control station/mobile radio input. The demarcation point between the NetworkFirst Gateway and the control station/mobile radio inputs will be a standard punch block installed in the room designated for the network core equipment. It is assumed that the control stations are within acceptable coverage of Wasco County's radio sites and have acceptable performance. If additional man hours are needed to make and test the connections, due to unanticipated or existing coverage conditions, Harris can provide additional services as a change order to the contract.

Figure 8. System Installation Responsibility Matrix

Tasks	Harris Installer	Wasco County	Comments
Move new equipment from receiving to install site	X		
Provide space, power, and grounding connections per Harris design specifications and standards		X	
Install VIDA BeOn Unite cabinet per Harris standards	X		
Install three (3) Symphony Consoles	X		County to provide adequate space and power
Install one Network First Gateway with 8 Talk Paths			
Make Connection from Network First Gateway to Customer's Control Station	X		5 system engineering man days included for this effort
Make up power & grounding connections per Harris standards	X		

Tasks	Harris Installer	Wasco County	Comments
Provide IP Network and Ethernet ports for Dispatch Consoles to connect to VIDA Core		X	
Fabricate and make connections to customer IP Network	X		
Provide ISP service for BeOn functionality & Harris VPN Access		X	
Fabricate and make connections to customer ISP service	X		
Provide racks, support shelves, power supplies, installation and all other items or tasks required to provision Interop radio functionality		X	
Neatly label and tie wrap all intra-rack cables to Harris specifications	X		
Remove all installation debris	X		

Wasco County scope of work for the BeOn Unite core and collocated NFG and Symphony includes all supporting installation hardware, including power supplies, cabinet or rack and support shelves & brackets.

4.5 Turn Up Requirements

Harris will turn up and test the new BeOn Unite core and collocated NFG along with the Symphony consoles. The following list describes Harris's scope of work:

1. Prepare installation instructions, drawings and wiring schematics.
2. Complete firewall configuration.
3. Pretest BeOn functionality w/ standard ATP test.
4. Pretest NFG functionality w/ standard ATP test.
5. Pretest Symphony functionality w/ standard ATP test
6. Enter final user data.

Figure 9. System Installation Responsibility Matrix

Tasks	Harris	Wasco County	Comments
Power up BeOn Unite core	X		
Complete firewall configuration	X		
Installation drawings & wiring instructions	X		
Pretest BeOn, Symphony and NFG Interop functionality w/ standard ATP test	X		
Enter final BeOn user data	X	X	

Harris will provide the following system documentation for the equipment provided:

1. Equipment Rack Up Diagram
2. System Network Schematic
3. Technical Maintenance Manuals and User Guides

4.6 Acceptance Testing

Systems acceptance testing will be performed according to the agreed upon ATP and system contract. The project team will notify the County when installations are complete and the system is ready for acceptance testing.

Figure 10. Acceptance Testing Responsibility Matrix

Tasks	Harris	Wasco County	Comments
Provide appropriate team members to participate in acceptance tests	X	X	
Test BeOn, Symphony and NFG Interop functionality according to standard ATP test	X		Customer witness
Submit final ATP results	X		
Approve final ATP results		X	Within 5 business days

4.7 Final Acceptance

With the completion of ATP tests, and submission of the final drawing package, the project manager will submit the final system acceptance letter for Wasco County to sign. With final acceptance approval, Wasco County can proceed with cutover and begin transitioning users onto the new system.

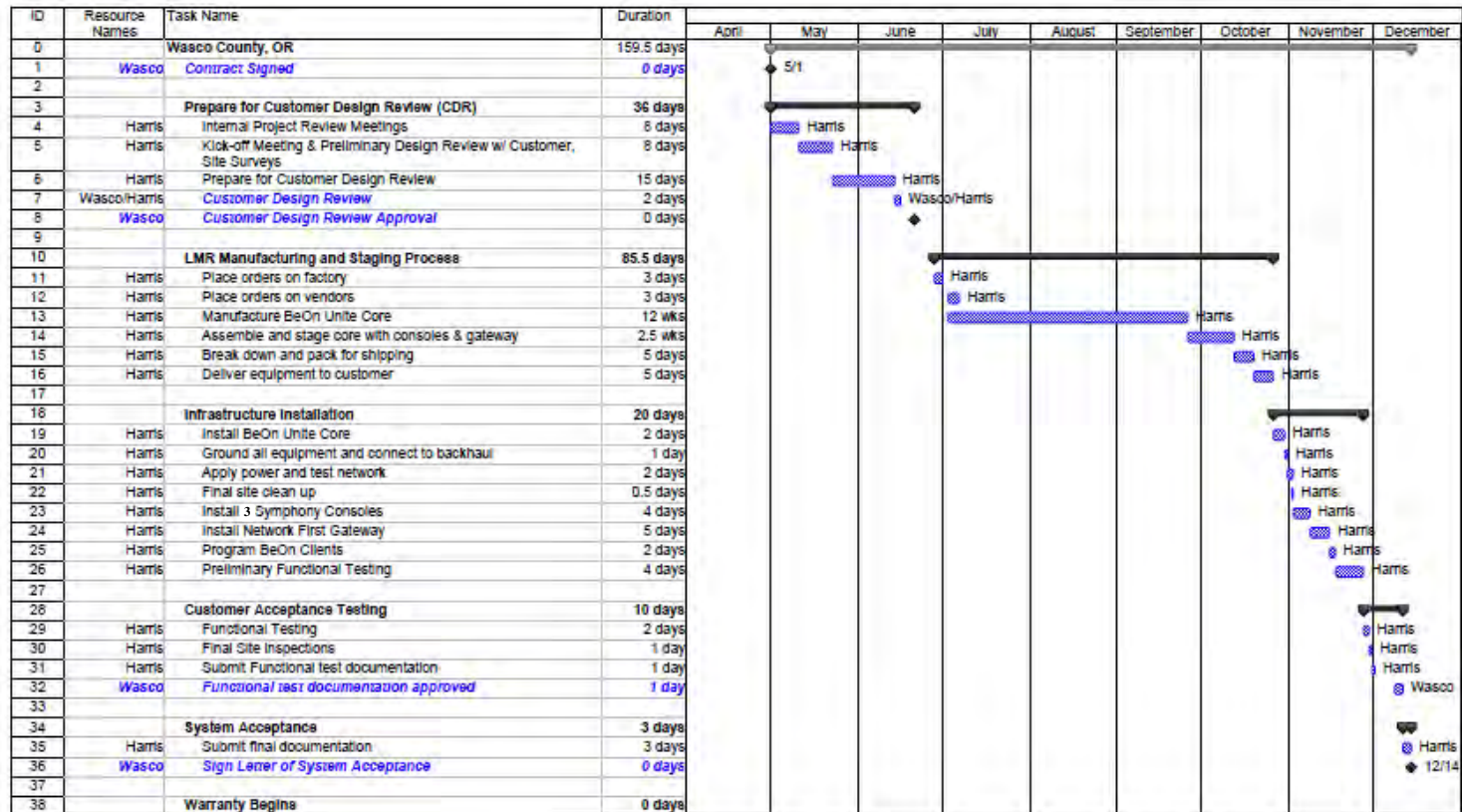
Figure 11. Final Acceptance Responsibility Matrix

Tasks	Harris	Wasco County	Comments
Submit final drawing package and as-built drawings	X		
Submit letter of final system acceptance	X		
Provide warranty and contact information	X		
Meet with Harris to review warranty contact procedures and outline system support and services requirements		X	
Sign letter of final system acceptance		X	Within 2 business days of receipt

4.8 Schedule

The project schedule for Wasco County, Oregon is provided in this section. This schedule was developed using Microsoft Project ® and is provided as part of this scope of work.

Wasco County, Oregon



4.9 Deliverables

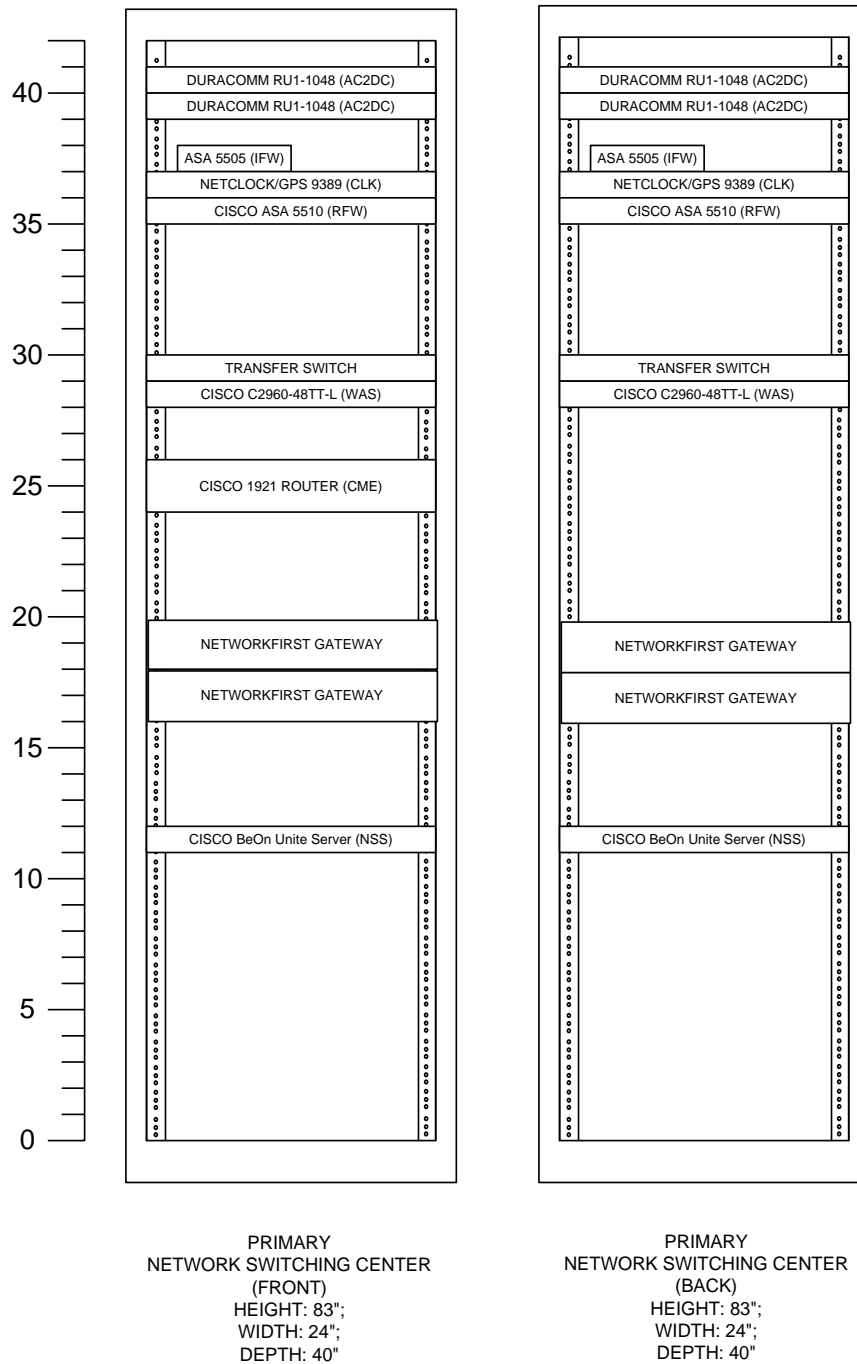
Harris will deliver the following items as part of this statement of work:

4.9.1 Equipment

Item	Qty
BeOn Unite Core	
EQUIP,BEON CORE W/NF,110V	1
Cable,Ethernet Cat5 Booted,Gray,3ft	1
MODULE,DVU,UAC,INTEROP GATEWAY,NON-AES	1
Cable,Audio,4-Slot Chassis GWB,10ft	4
Software, Epolicy Orch VM	1
FEATURE,NO AES ENCRYPTION	1
Symphony Consoles	
ROUTER,AC,NO ENCRYPTION,CISCO	1
KIT,MOUNTING HARDWARE,ROUTER	1
1-PORT,EHWIC,CU/OPTICAL GIGABIT ETHERNET	1
CISCO MODULE,SX MULTIMODE,FIBR	1
Switch,Cisco 2960,8-Port	1
KIT,MOUNTING HARDWARE,2960 8-PORT	1
SW,SYMPHONY PC APP & WIN 8 IMAGE	1
CONSOLE, BUNDLE, FOUNDATION, WIN8.1	3
SPEAKER, NANO, SYMPHONY	6
MONITOR, 21.5" CLASS,TOUCHSCREEN,HD	3
MOUSE, OPTICAL, USB, SCROLL WHEEL	3
KEYBOARD, 104 KEY, USB, HUB	3
SINGLE FOOTSWITCH, USB, SYMPHONY	3
JACK BOX, 6 WIRE	3
Adapter,6 Wire Jackbox to Headset	3
HEADSET,OVER-THE HEAD SOLID BOOM	3
MANUAL,OP/INSTA/CONFIG,SYMPHONY,CD	3
CABLE,MONITOR, DVID TO DVID 16FT	3

4.9.2 Rack Drawings

The Harris Solution requires a small footprint of rack space to support the network elements. A single RF rack can hold the core as well as interoperability gateways.



4.9.3 Training

Harris will conduct a customized three-day course at a facility provided by Wasco County for up to ten (10) participants on mutually agreeable dates based on instructor, student and equipment availability. This course will include the following topics:

- **System Administration & Operation** - This training module will provide Wasco County personnel with the knowledge and skills to configure and use the Unified Administration System (UAS) to manage the new console system. The training includes an overview of the features and capabilities of the system, and an introduction to equipment, components, and operational processes. Participants are also introduced to the Regional Network Manager (RNM), which is used to view network activity, monitor equipment status, and generate performance summary reports.
- **Symphony Console Configuration** – This training module will provide participants with the knowledge and skills to configure the Symphony Dispatch Console including operational functions and screen layout. Participants learn how to setup the operation and layout of the console using the console's configuration program.
- **Symphony Console Operation** - The training module will cover tasks performed using the Symphony Dispatch Console including selecting communication modules; transmitting and receiving calls; reviewing call history and playing back audio; modifying communication modules; creating, modifying and transmitting on patches and simulelects; changing console setups; and using special and enhanced console features. This module will be conducted using a train-the-trainer format.

5.Pricing and Payment

5.1 Pricing

Wasco County BeOn Unite with Symphony Consoles and NetworkFirst Gateway		
Description	Qty.	Total
BeOn Unite Core with Symphony Consoles and NetworkFirst Gateway		
BeOn Unite Core	1	\$170,805.10
Symphony Consoles	3	\$133,972.87
NetworkFirst Gateway	8 talkpaths	included
Eventide Logging Recorder	1	\$44,890.00
Services		
Systems Engineering	lot	\$49,111.00
Project Management	lot	\$25,260.00
Staging and Freight	lot	\$29,250.00
Installation	lot	\$26,807.88
Training	lot	\$14,200.00
Software FX	lot	\$10,000.00
One Time Customer Discount		-\$194,296.85
TOTAL PROPOSAL PRICE		\$310,000.00

5.2 Payment

Harris is pleased to provide the CUSTOMER with the following firm fixed price proposal. Pricing is valid for 120 days from submittal date of this proposal. This offer is based upon the enclosed terms and conditions provided in Section 6.

6. Terms and Conditions

Harris has included in this proposal Harris's Standard Terms and Conditions for the County's review. This proposal and any subsequent agreements are controlled by the Oregon Wireless Interoperability Network Radio System Services, Equipment and Software Price Agreement # 0491. Harris' proposal is priced based on the aforementioned documents. Changes resulting from negotiations may impact Harris' proposed price and may require an updated pricing proposal. Using these documents as the basis of negotiations, we look forward to establishing a mutually agreeable set of terms and conditions. This proposal shall server as Exhibit A, Statement of Work to the Standard Terms and Conditions.

7. Appendices

The following documents are attached:

- Harris's Standard Terms and Conditions
- Financing Information
- Field Acceptance Test Plan
- Equipment Specifications

**HARRIS CORPORATION
DOMESTIC STANDARD CONDITIONS OF SALE & SERVICES
FOR
WASCO COUNTY OREGON**

THIS CONTRACT IS PLACED AGAINST PRICE AGREEMENT #0491. THE PRICE AGREEMENT TERMS AND CONDITIONS APPLY TO THIS CONTRACT AND TAKE PRECEDENCE OVER ALL CONFLICTING TERMS AND CONDITIONS.

Unless otherwise agreed in writing, the following terms and condition of Sale shall apply to the Hardware and Service to be provided by Harris Corporation, through its Communication Systems Segment (hereinafter "Seller") as set forth in the SOW (defined below). The contract between Buyer and Seller shall be formed when Buyer's Order is accepted by Seller.

1. STATEMENT OF WORK.

Buyer now desires to contract with Seller to provide Buyer with the radio communications system equipment and services set forth in Exhibit A, Proposal and Statement of Work (SOW). The SOW describes the work to be performed by Seller to deliver and install the Hardware and provide the other Services under this agreement. Seller shall furnish, deliver and install the Hardware and Software and provide the Documentation Deliverables and Services in accordance with the terms of the SOW. Buyer and Seller each agree to perform their respective tasks and obligations as set forth in the SOW. Buyer will be responsible for providing all Federal Communications Commission frequency licenses for the Hardware. Seller shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in the Commonwealth of Oregon.

2. WARRANTY.

A. Seller warrants to the original purchaser for use (hereinafter "Buyer") that Equipment manufactured by or for the Seller shall be free from defects in material and workmanship, and shall conform to its published specifications. With respect to all non-Seller Equipment, Seller gives no warranty, and only the warranty, if any, given by the manufacturer shall apply. Seller warrants the installation services furnished by Seller hereunder shall be free from defects in and workmanship for one (1) year.

B. Seller's obligations set forth in Paragraph C below shall apply only to failures to meet the above warranties occurring within the following periods of time from date of sale to the Buyer and are conditioned on Buyer's giving written notice to Seller within thirty (30) days of such occurrence:

1. for fuses and non-rechargeable batteries, operable on arrival only.
2. for parts and accessories (except as noted in B.1 and B.5), ninety (90) days.
3. for XG-75, P7300, P7200, P7100^{IP}, P5500, P5400, P5300, P5200, P5100, P3300, M7300, M7200 (including V-TAC), M7100^{IP}, M5300 M3300 and SG5300 radios, two (2) years, effective 10/01/2007.

4. for Unity® XG-100P and XG-100M, three (3) years.
5. for Six-Bay battery Chargers (12082-0314-xx and CH-104570-xxx), one (1) year.
6. for all other equipment of Seller's manufacture, one (1) year.

C. If any Equipment fails to meet the foregoing warranties, Seller shall correct the failure at its option (i) by repairing any defective or damaged part or parts thereof, (ii) by making available at Seller's factory any necessary repaired or replacement parts, or (iii) by replacing the failed Equipment with equivalent new or refurbished Equipment. Any repaired or replacement part furnished hereunder shall be warranted for the remainder of the warranty period of the Equipment in which it is installed. Where such failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price. Labor to perform warranty service will be provided at no charge during the warranty period only for the Equipment covered under Paragraph B.3-B.4. To be eligible for no-charge labor, service must be performed at a Seller factory (for OpenSky® Equipment only), by an Authorized Service Center (ASC) or other Servicer approved for these purposes either at its place of business during normal business hours, for mobile or personal equipment, or at the Buyer's location, for fixed location equipment. Service on fixed location equipment more than thirty (30) miles from the Service Center or other approved Servicer's place of business will include a charge for transportation.

D. Seller's obligations under Paragraph C shall not apply to any Equipment, or part thereof, which (i) has been modified or otherwise altered other than pursuant to Seller's written instructions or written approval or, (ii) is normally consumed in operation or, (iii) has a normal life inherently shorter than the warranty periods specified in Paragraph B, or (iv) is not properly stored, installed, used, maintained or repaired, or, (v) has been subjected to any other kind of misuse or detrimental exposure, or has been involved in an accident.

E. The preceding paragraphs set forth the exclusive remedies for claims based upon defects in or nonconformity of the Equipment, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether oral, written, expressed, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES.

3. LIMITATIONS OF LIABILITY.

A. THE TOTAL LIABILITY OF SELLER, INCLUDING ITS SUBCONTRACTORS OR SUPPLIERS, ON ANY AND ALL CLAIMS WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR PATENT INFRINGEMENT) OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATION UNDER THIS AGREEMENT RESULTING HERE FROM OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY EQUIPMENT OR THE FURNISHING OF ANY SERVICE, SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE EQUIPMENT OR SERVICE WHICH GIVES RISE TO THE CLAIM. EXCEPT AS TO TITLE ANY SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD SPECIFIED IN THE ARTICLE ENTITLED "WARRANTY".

B. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL SELLER, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF BUYERS CUSTOMERS FOR SUCH DAMAGES. IF BUYER TRANSFERS TITLE TO, OR LEASES THE EQUIPMENT SOLD HEREUNDER TO, OR OTHERWISE PERMITS OR SUFFERS USE BY, ANY THIRD PARTY, BUYER SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING SELLER AND ITS SUBCONTRACTORS AND SUPPLIERS THE PROTECTION OF THE PRECEDING SENTENCE.

4. PATENTS.

A. Seller warrants that the Equipment furnished hereunder, and any part thereof, shall be delivered free of a rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller at its expense shall defend, or may settle, any suit or proceeding against Buyer so far as based on a claimed infringement which breaches this warranty. In case any such Equipment, or any part thereof, is in such suit held to constitute such an infringement and if the use of said Equipment or part is enjoined, Seller shall, at its expense and option, either procure for Buyer the right to continue using said Equipment or part, or replace same with an non-infringing equipment, or modify same so it becomes non-infringing, or remove said Equipment and refund the purchase price (less reasonable depreciation for use and any transportation costs separately paid by Buyer). The foregoing states the entire liability of Seller for patent infringement by said Equipment or any part thereof, and is subject to

the limitations of liability set forth in the article entitled "Limitation of Liability".

B. The preceding paragraph shall not apply to any Equipment or part manufactured to Buyer's design, or to the use of any Equipment or part furnished hereunder in conjunction with any other equipment, in a combination not furnished by Seller as a part of this transaction. As to any such Equipment, part, use or combination, Seller assumes no liability whatsoever for patent infringement.

5. COVERAGE, INTERFERENCE, AND THIRD PARTY FACILITIES.

Representations concerning the distance at which usable radio signals will be transmitted and received by the Equipment supplied hereunder shall not be binding upon the Seller unless reduced to a writing signed by an official of Seller in Lynchburg, Virginia and made a part of this instrument. Radio systems are subject to degradation of service from natural phenomena and other causes beyond the reasonable control of the Seller such as motor ignition and other electrical noises, and interference from other users assigned to the same or adjacent frequencies. The Seller cannot be responsible for interference or disruption of service caused by operation of other radio systems or by natural phenomena or by motor ignition or other interference over which there is no reasonable control. Such interference and noise can be minimized by addition (at Buyer's expense) of corrective devices adapted for particular locations and installations. Seller will make recommendations as to the use of such devices; however, total freedom from noise and interference cannot be guaranteed. In the event Buyer utilizes facilities or services supplied by others such as Common Carrier Services or shared services, Seller shall have no responsibility for the availability or adequacy of any such facilities or services.

6. DELAYS.

Seller shall not be liable for delays in delivery or performance or for failure to manufacture or deliver or perform due to (i) causes beyond its reasonable control, or (ii) acts of God, acts of Buyer, acts of civil or military authority, governmental priorities, strikes or other labor disturbances, floods, epidemics, war, riot, delays in transportation or car shortages, or (iii) inability on account of causes beyond the reasonable control of Seller or its suppliers to obtain necessary materials, components, services, or facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

7. DELIVERY AND RISK OF LOSS.

Shipping dates are approximate and are based upon prompt receipt of all necessary information. Delivery will be made F.O.B. destination to Buyer. Shipping and handling charges will be paid by or billed to the Buyer. Risk of loss or damages passes to Buyer upon delivery to Buyer.

8. TERMS OF PAYMENT, LATE CHARGES.

Equipment on Buyer's order will be billed as shipments are made, and payment is due 30 days from the date of invoice unless stated otherwise on the accepted

order. Services, if any, will be billed upon completion and is due 30 days from the date of invoice. If manufacture or shipment is delayed by the Buyer, payment, based on the contract price and the percentage of completion, shall become immediately due. Equipment held for the Buyer shall be at its risk and expense. All amounts past due over thirty (30) days shall accrue interest from their due date at the rate of one and one-half percent (1-1/2%) per month (or such lesser rate as may be the maximum permissible rate under applicable law). If after default, this contract is placed with an attorney for collection, Buyer agrees to pay reasonable attorney's fees

9. SECURITY TITLE.

Security title and right of possession without legal process of the Equipment sold hereunder shall remain with the Seller until all payments hereunder (including deferred payments whether evidenced by note or otherwise) shall have been made in cash, and the Buyer agrees to do all acts necessary to perfect and maintain such right and security title in the Seller. It is the intention of the parties that the Equipment delivered hereunder shall remain personal property until all payments have been made in full.

10. TAXES.

In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with a tax-exemption certificate acceptable to the taxing authorities.

11. CANCELLATION CHARGES.

Buyer may cancel an accepted order in the following manner only: Prior to delivery, submit notice to the attention of Customer Service via (a) PSPC_CustomerFocus@harris.com; b) Fax 1-800-833-7592; or (c) Harris Corporation, Communication Systems Segment, P.O. Box 2000, Lynchburg, VA 24501. Said notice must be received prior to delivery of any Equipment (including vendor items drop-shipped to the address appearing on the face of Buyer's Order) and must be accompanied by payment of cancellation charges equal to 15% of the cancelled portion of the order; (2) After delivery of any Equipment on Buyer's Order, the order may be canceled only with the Seller's written consent. Request for cancellation should be addressed as instructed above, and said request must be accompanied by payment of restocking charges equal to 25% of the total order price. Any deposit monies held by Seller will be credited against the cancellation or restocking charges.

12. GENERAL.

A. Buyer is solely responsible for obtaining and complying with any necessary permits and licenses from the Federal Communications Commission, or any other Federal, State or local governmental authority, related to the purchase, installation, erection and operation of any Equipment purchased hereunder.

B. The provisions of these conditions of sale are for the benefit of the parties hereto and not for any other person. The delegation or assignment by Buyer of any

or all of its duties or rights hereunder without Seller's prior written consent shall be void.

C. Seller will comply with applicable Federal, State and local laws and regulations as of the date of Seller's acceptance of Buyer's Order which relate to equal employment opportunity (including applicable provisions of Executive Order 11246, as amended), workmen's compensation, and the manufacture in Seller's facilities of the Equipment delivered hereunder (including applicable provisions of the Fair Labor Standards Act of 1938, as amended). The price and, if necessary, delivery of any Equipment will be equitably adjusted to compensate Seller for the cost of compliance with laws or regulations except as specified above.

D. A perpetual, nonexclusive, non-transferable, fully paid license is granted hereunder which gives the Buyer the right to use the software embedded in the products manufactured by the Seller, and any modifications thereof, only for Buyer's own use. The license granted hereunder may not be assigned or transferred without the prior written consent of the Seller.

E. The invalidity, in whole or in part, of any Article or paragraph hereof shall not affect the validity of the remainder of such Article or paragraph.

F. The validity, performance and all matters relating to the interpretation and effect of these conditions of sale and any amendment hereto shall be governed by the laws of the State of Oregon. Venue for any legal proceedings shall be in any state or federal court located in State of Oregon.

G. These conditions of sale constitute the entire understanding between the Buyer and Seller concerning the subject hereof, and any representation, promise, understanding, proposal, agreement, warranty, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on Seller. No modification, amendment, rescission, waiver or other change of these terms and conditions shall be binding on Seller unless specifically agreed upon in writing by Seller. ANY ADDITIONAL OR CONFLICTING TERMS AND CONDITIONS PROPOSED BY BUYER MUST BE SPECIFICALLY AGREED UPON BY SELLER IN WRITING OTHERWISE THE ADDITIONAL OR CONFLICTING TERMS AND CONDITIONS PROPOSED BY BUYER ARE DEEMED REJECTED BY SELLER. SELLER DOES NOT ASSUME ANY OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE SALE OF ITS EQUIPMENT OTHER THAN THOSE EXPRESSLY STATED IN THIS INSTRUMENT, AND DOES NOT AUTHORIZE ANY PERSON (INCLUDING SELLER'S MANUFACTURER'S REPRESENTATIVES AND SALES AGENTS) TO ASSUME FOR SELLER ANY OTHER OBLIGATIONS OR LIABILITIES.

Financing Options

Grant Programs

The Harris Grant Funding Program Office tracks US government grant activity in which interoperable communications equipment, planning and implementation of systems is an authorized expenditure. The grant assistance program from Harris is a no-cost program provided to our customers and partners in the public safety community so that we can assist the First Responder community in identifying funding opportunities. It is our goal to provide information, grant guidance and industry “Best Practices” for a roadmap to successfully receive grant funding. We have an experienced staff that can guide Wasco County, OR through the various funding opportunities that become available throughout the coming years.

Leasing vs. Purchasing Options

Harris Financing business solutions help local officials manage the challenges of a difficult economic environment. Harris Finance professionals offer customized financing solutions that spread the cost of the critical communication technology to match the timing of current and future fiscal budgets, revenues and cash flows.

Considering the current economic conditions and financial uncertainty, bond financing may not be the most effective option. Bond ratings may be affected or the County/Agency may be reaching its bond limits impacting the ability to raise the needed funds. Lease financing is a low cost method of procuring your needed public safety system. Current leasing rates are at the lowest rates in years and you can realize your system implementation plans with a term lease that meets your needs.

Leasing Option

In these times of tight constrained budgets, Harris offers financing for qualified customers and end users acquiring Harris equipment and services. Harris works with strategic financing partners, such as Bank of America, to provide financing solutions to address the needs of Wasco County, OR. Harris offers:

- Full System Financing – Infrastructure, radios (portables/mobiles) and services
- Customized Financing Program – Radios only, Infrastructure only
- Provide a customized budget and cash flow timing solution aligning your system needs and internal budget
- Spread the cost of Harris technology to match the timing of revenues and budget
- Match cost to the utility and useful life of the asset
- Create a budget solution that helps the customer “bridge” the current and constrained budget period
- We offer customized financing with rates and terms that provides an attractive alternative to the bond approach

- Terms from 12 months to 15 years
- Payments can be structured – Monthly, Quarterly, Semi-Annually or Annually
- Tax-exempt financing available for qualified customers
- Leverage Bank of America equipment financing programs extensive experience with municipalities.
- Current tax exempt municipal lease-purchase rates are at the lowest rates in years and you can realize your system implementation plans with a term lease that meets your needs

Working together, Harris can provide Wasco County, OR with the financing solutions they need. The Harris Finance program allows for financing arrangements provided by regional financial partners.

The following preliminary rate quotation from PNC are indicative of the current market , and is based on money costs at 03/06/2017. Rates shown are indicative pending market conditions and credit review. Actual rates and formal proposal required and subject to lender credit approval, also subject to documentation acceptable to all parties.

3 yrs	5 yrs	7 yrs
2.128	2.415	2.652 BQ
2.15	2.466	2.742 NBQ

*BQ= Bank Qualified, NBQ=Non Bank Qualified

System Lease Example

System Value	\$300,000.00
Annual interest rate.....	2.415%
Number of years.....	5
Number of compounding periods.....	12
Number of payment periods.....	60
Monthly payment amount.....	\$5,312.97

Radio Financing is also available in two, three or five year terms. For any additional information or questions regarding financing options, please contact Jennifer Lipscomb.

Capital Purchase Option

Harris can also provide Wasco County, OR with our standard Milestone Payments, should the County choose to purchase the radio system by conventional means.

Harris provides milestone payment plans that allow for payment of the system over the implementation period as milestones are completed.

PPP – Public Private Partnerships

Harris has experience working with Public Private Partnerships or Alternative Finance Program Agreements. Depending on the size and leasing term of the opportunity, we can explore Alternative Finance Programs with our financing partners.

Summary

The Harris Corporation Public Safety and Professional Communications business has extensive experience with deferred and incentive based payment structures. These LMR systems in most cases are paid for in milestone payments over the implementation phase of the project. The milestone payments are paid as the incentive is met or the noted milestone is achieved.

We have provided alternative financing arrangements for customers that have deferred payments up to 20 years. Our history in North America and Canada in the Public Safety Community has been one of success and long term relationships. Harris will work with Wasco County, OR to help you fund your new system.

We can assist you with obtaining grant funding, provide leasing or other extended payment terms, sell you the entire system as a one-time program, or simply sell you equipment when needed in a phased approach. Harris will adjust the solution to meet your budget and technical requirements.



Sample
Functional Field Test Procedures
For
Wasco County, Oregon
Symphony Console
Functional Testing

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ABOUT THIS DOCUMENT

This document was specifically prepared for the customer shown below. Each section of this document is individually maintained in the Harris document control system.

Customer: Wasco County, Oregon

Prepared By: Craig Inouye

DOCUMENT USAGE

Many of the tests in this document will need to be run on multiple pieces of equipment. For tests that need to be run multiple times, log in the comment section of the result box the identifier of the equipment tested. Although specific tests are not included relating to electrical measurements or timing parameters of equipment, these tests and levels are conducted and recorded as part of Harris' standard production and/or installation practices. These parameters include but are not limited to:

- Transmit Frequency and Deviation
- Output and Reflected Power
- Receiver Sensitivity
- Receiver Multicoupler Gain (if applicable)
- Receiver Preamplifier Gain (if applicable)
- Combiner Loss (if applicable)
- Audio line out
- Audio line in

SUBSCRIBER UNIT USAGE

All tests for subscriber (terminal) units in this document will be performed with Harris subscriber units unless the test setup identifies another Vendor's subscriber unit to be used.

1. CUSTOMER APPROVAL

These Test Procedures have been read and approved for use as the Functional System Acceptance Test.

Customer Representative

Harris Corporation Representative

Signature and Date

Signature and Date

Printed name and title

Printed name and title

2. SYSTEM ACCEPTANCE

This Acceptance Test Procedure has been fully and successfully completed with all action items resolved.

Customer Representative

Harris Corporation Representative

Signature

Signature

Printed name and title

Printed name and title

Date

Date

FUNCTIONAL TESTING CLARIFICATION

Equipment inspection and testing in addition to staging acceptance testing is performed at the Harris staging facility. Staging tests as detailed in this matrix verifies basic equipment functionality in addition to its functionality as part of an overall system. Equipment as received from Harris and third party manufacturing suppliers is supplied with manufacturer test results, as applicable. Test results documentation will be that from the staging functional acceptance tests. Equipment tests will be performed in the field after installation both as part of equipment commissioning and overall final functional acceptance testing. Test results documentation will be from the final functional acceptance tests.

3. Field Test

3.1 Visual Inspection

Purpose: Verify the system has been installed following Harris installation standards.

Expected Results: The installation should look clean and the documentation should reflect the installation.

Setup:
None

Execution:

- ☐ Verify the area is clean and that all cabinets and racks are both clear of debris and clean.
- ☐ Verify all equipment racks are spaced per the drawings, secured and grounded.
- ☐ Verify all nameplates and labels are in place.
- ☐ Verify all protective foam, tape, and packing material has been removed.
- ☐ Verify all punchblocks are labeled.

Results	(Pass/Fail)	_____
Tester:	_____	Date: _____
Comments:	_____ _____ _____	

4. SYMPHONY DISPATCH FEATURE SET

All Testing done in this section should be done with a user that is in the 'Console' User Group.

4.1 Transmitting With a Microphone (Group Calls, I Calls)

Purpose: Confirms the console operator can initiate communication with a terminal radio using the console select functions and foot pedal, for both Group and I Calls.

Expected Results: Confirms communication with the terminal radio

Setup: Radio set to TG64001 Analog and console programmed with talk groupTG64001 Analog

Execution:

1. Press the INSTANT TX function (for example right mouse button) on the module with the test group. Verify
 - ☐ that a channel access tone is heard, a
 - ☐ ripple effect on the 'TX' indicator is displayed
 - ☐ that the call is heard on the radio.
2. Release the Instant TX key
3. Right click on the gear symbol for TG64002 and select 'Select' to make TG64002 the selected talk group. Verify
 - ☐ that the module for TG64002 is highlighted indicating that it is the selected talk group
 - ☐ the module at the top center of the screen changes to 'TG64002'

4. Make call on 64002TG by:
 - a. Press the PTT foot pedal.
 - ☐ verify that a channel access tone is heard,
 - ☐ the halo around the 'TX' indicator is displayed
 - ☐ that the call is heard on the radio
 - ☐ verify audio is head at a radio on talk group 64002TG
 - i. Release the foot pedal to end the call
 - b. Press the headset button.
 - ☐ verify that a channel access tone is heard
 - ☐ the halo around the 'TX' indicator is displayed
 - ☐ that the call is heard on the radio
 - ☐ verify audio is head at a radio on talk group 64002TG
 - i. Release the headset button to end the call.
 - c. Select the 64002TG button with the mouse.
 - ☐ verify that a channel access tone is heard
 - ☐ the halo around the 'TX' indicator is displayed
 - ☐ that the call is heard on the radio
 - ☐ verify audio is head at a radio on talk group 64002TG
 - i. Release the mouse button to end the call.

Results	(Pass/Fail)	_____
Tester:	_____	Date: _____
Comments:	_____ _____ _____	

4.2 Receiving Calls (Unit ID Display, Talk group ID Display, Aliasing)

- Purpose:** Confirm the console operator can receive communications from a terminal radio, using both talkgroup and individual calling.
- Expected Results:** Communications are initiated and received on the appropriate speaker (select or unselect) and the radio's ID is displayed.
- Setup:** Console should have talk groups 64001TU and 64002TU programmed with 64002TU selected and Radio set to TG64001 P25

4.2.1 Talk Group Call

Execution:

1. Key the radio and verify
 - ☐ That the call is heard at the unselect speaker
 - ☐ That the calling radio ID is displayed on the module for TG64001
 - ☐ A green light id displayed indicating an incoming call on module TG64001
2. Switch the radios talk group to 64002TU and key the radio.
 - ☐ That the call is heard at the select speaker
 - ☐ That the calling radio ID is displayed on the module for TG64002
 - ☐ A green light id displayed indicating an incoming call on module TG64002

Results	(Pass/Fail)	_____
Tester: _____	Date:	_____
Comments: _____		

4.2.2 Individual Call (Unit – Unit)

Execution:

1. Right click on the 'Harris' box on the top left hand side of the screen.
2. Select 'Open Directory' this will open a pop up window for the 'Directory'
3. Select the 'Users' tab
4. Select 'Radio 1' under the "ALIAS" column
5. Press the 'Radio 1' button the right side to the screen to place an individual call to radio 1.
 - ☐ Verify the ripple effect on the 'TX' indicator is displayed
 - ☐ Verify a ringing tone will be heard at the console and the radio
 - ☐ Verify radio displays 'INDV' and consoles 'ID'
6. Respond to the console by PTTing the radio
 - ☐ Verify that the call is heard on the console and that the calling radio's ID and the Call Indicator are displayed.

Results	(Pass/Fail)	_____
Tester: _____	Date:	_____
Comments: _____		

4.3 Emergency Call and Emergency Alarm

Purpose: Confirms the console indicates an emergency declared by a terminal radio and can reset and clear the emergency.

Expected Results: The console indicates and can clear the emergency.

Setup: This test requires a test radio capable of generating and clearing an emergency (i.e. Supervisor Radio).

Radio Description	Radio Lid	Talk Group Description	Talk Group ID
Radio 1	998001	TG64001 P25	64001

Execution:

1. Select the 64002TG in the console. Using the test radio, declare an emergency on 64001TG.
 - ☐ Verify the module for '64001TG' turns red,
 - ☐ Verify the ID/Name of the test radio is displayed
 - ☐ Verify emergency alert tone is heard on the console.
2. Select the triangle with a '!' to access the emergency menu.
 - ☐ the acknowledge 'Ack' button is red
 - ☐ the check box is red
3. Using the radio, transmit on the talk group
 - ☐ Verify that the call is received by the console.
4. With the console, transmit on the group with the emergency.
 - ☐ Verify the test radio receives the call, and is still in emergency mode.
5. Acknowledge the emergency by selecting the 'Ack' button
 - ☐ Verify the button changes from 'Ack' to clear

- ☐ verify the radio and the console are still in emergency mode
- 6. Clear the emergency by selecting the 'Clear X' button
 - ☐ Verify the console clears the emergency
 - ☐ Verify the radio clears the emergency
- 7. Transmit on the radio
- 8. Verify the emergency is cleared and normal group calls have resumed.
- 9. Select 64001TG group selected on the console, declare an emergency on the test group by pressing the 'Emer Declare'.
 - ☐ Verify the console and radio have the same indications as steps 2 to 4.
- 10. Acknowledge by hitting 'Ack' in step 4
- 11. Clear the emergency with the console.

Results	(Pass/Fail)	_____
Tester: _____	Date:	_____
Comments:	_____	

4.4 System Wide Call (All Call & Announcements)

Purpose: Confirm the console can initiate system wide calls.

Expected Results: The console can initiate both All Calls and Announcement Calls.

Setup: Program console modules with the 'TG64000 P25' talk group

Radio Description	Radio Lid	Talk Group Description	Talk Group ID
Radio 1	998001	TG64051 P25	64051
Radio 2	998002	TG64052 P25	64052
Radio 3	998003	TG64001 P25	64001
Radio 4	998004	TG64001 P25	64002

Execution:

1. Press INSTANT TX on the module with 'TG64000 P25'.
 - ☐ Verify that a channel access tone is heard,
 - ☐ Verify the ripple effect on the 'TX' indicator is displayed
 - ☐ Verify that the call is heard at all radios
2. Release the Instant TX key.
3. Press INSTANT TX on the module with 'TG64051 P25'.
 - ☐ Verify that a channel access tone is heard,
 - ☐ Verify the ripple effect is displayed
 - ☐ Verify the call is heard at Radios 1. Verify Radios 2, 3
 - ☐ Verify radio 4 did not hear the audio.
4. Release the Instant TX key.
5. Press INSTANT TX on the module with 'TG64001 P25'.

- ☐ Verify that a channel access tone is heard,
 - ☐ The ripple effect is displayed,
 - ☐ The call is heard at Radios 3.
 - ☐ Verify that Radios 1 2
 - ☐ Radio 4 did not hear the audio.
6. Release the Instant TX key.

Results	(Pass/Fail)	_____
Tester:	_____	Date: _____
Comments:	_____	

4.5 Alert Tones

Purpose: Confirm the console can initiate alert tones which can be heard at the terminal radio.

Expected Results: The tones can be initiated and heard.

Setup: Console 1 programmed with TG64052 and TG64051 selected.

Radio Description	Radio Lid	Talk Group Description	Talk Group ID
Radio 1	998001	TG64001 P25	64001
Radio 2	998002	TG64002 P25	64002

Execution:

1. Make TG64001 P25 the selected talk group.
2. Select the tones tab on the talk group module.
3. Key the console with a method other than the mouse.
4. Radio 1 will receive the call.
 - ☐ While still transmitting, select one of the three ALERT TONE keys by selecting the drop down list next to the orange button.
5. Test that all three alert tones can be heard on the radio.
 - ☐ Verify the ALERT TONE is received by Radio 1 and also heard on the console (to hear the tones on the console, press and hold the foot pedal and listen for the tone on the SELECT speaker).
6. While not transmitting, press and hold one of the ALERT TONE keys.
 - ☐ Verify the console transmits on talkgroup, TG64051 P25, Radio 1 receives the call, and the alert tone is heard by Radio 1 and the console (to hear the tone on the console, press and hold one of the alert tone keys and listen for the tone on the SELECT speaker).

7. When the ALERT TONE key is released

- ☐ Verify the call on Radio 1 drops

Results	(Pass/Fail)	_____
Tester: _____	Date:	_____
Comments: _____		

4.6 Console Pre-Empt

Purpose: Confirm the console can pre-empt an ongoing call between terminal radios.

Expected Results: The call started by the radio will be interrupted by the console.

Setup: Console 1 programmed with talk-group TG64051 P25

Radio Description	Radio Lid	Talk Group Description	Talk Group ID
Radio 1	998001	TG64001 P25	64001
Radio 2	998001	TG64001 P25	64001

Execution:

1. Key Radio 1 on the TG64001 and hold the call up. Verify that audio is heard at Radio 2 and the console.
2. Key the console on TG64001 and hold the while continuing to hold the call up on Radio 1
 - ☐ Verify the console pre-empts
 - ☐ Verify that the transmit indicator is displayed along with the pre-empted caller LID and CALL indicator
 - ☐ Verify that the second radio begins to hear the console audio and not the first radio call.
 - ☐ Verify that the pre-empted radio audio is still heard on the pre-empting console.
3. Un-key the first Radio.
 - ☐ Verify that the pre-empted caller LID and CALL indicators are removed and the pre-empted radio audio is no longer heard on the pre-empting console.

4. Un-key the console.

Results	(Pass/Fail)	_____
Tester: _____	Date:	_____
Comments: _____		

4.7 Simulselect

Purpose: Confirms operation of the console Simulselect feature, which allows multiple talk groups to be selected for communication simultaneously.

Expected Results: The console can select multiple talk groups and communication is allowed.

Setup Console 1 programmed with talk groups TG64051 P25, TG64052 P25, TG64053 P25, and TG64054 P25.

Radio Description	Radio Lid	Talk Group Description	Talk Group ID
Radio 1	998001	TG64051 P25	64051
Radio 2	998002	TG64052 P25	64052
Radio 3	998003	TG64001 P25	64001
Radio 4	998004	TG64001 P25	64002

Execution:

1. Create simulselect group on the 4 test group modules
2. Place a call from the console on the simulselect group
 - ☐ Verify that the call is heard all four radios
3. Place a call from each radio
 - ☐ Verify that only the console hears the calls
 - ☐ Verify only the radios on similar talk groups here the call

4. Deactivate the simulselect group.

Results	(Pass/Fail)	_____
Tester: _____	Date:	_____
Comments: _____		

4.8 Patch

Purpose: Confirms the console patch feature creates shared communication between multiple selected talk groups.

Expected Results: The patched talk groups can communicate.

Setup Console 1 programmed with talk groups TG64051 P25, TG64052 P25, TG64053 P25, and TG64054 P25.

Radio Description	Radio Lid	Talk Group Description	Talk Group ID
Radio 1	998001	TG64051 P25	64051
Radio 2	998002	TG64052 P25	64052
Radio 3	998003	TG64001 P25	64001
Radio 4	998004	TG64001 P25	64002

Execution:

1. Create patch on PATCH 1 with all four groups above.
2. Place a call from the newly created patch
 - ☐ Verify that the call is heard on all the radios
3. Place a call from each radio
 - ☐ Verify that the call is heard on the console and each radio.

4. Deactivate the patch.

Results	(Pass/Fail)	_____
Tester: _____	Date:	_____
Comments: _____		

4.9 Console to Console Cross-mute

Purpose: Confirm creation of a cross-mute of another console to quiet the muted consoles audio on the local console.

Expected Results: The cross-muted console's audio cannot be heard on the local console.

Setup: Establish two consoles (A and B) to test the Crossmute function. The Consoles must be on the same NSC. Program and select a test group on both consoles.

Execution:

1. Place a call on console A on the test group.
 - ☐ Verify that console B can hear console A.
2. Open the Symphony Configuration Utility for console B in the 'General' section add the ID for console A to the 'Cross Mute' list.
3. Select 'Apply' to save the changes.
4. Place a call on console A on the test group
 - ☐ Verify the call can't be heard at console B.
5. Restore the desired cross mute setup.

Results	(Pass/Fail)	_____
Tester: _____	Date:	_____
Comments: _____		

4.10 Call History

Purpose: Confirms a history of calls processed at the console.

Expected Results: The history is accessible and valid.

Setup: This test compares programmed module call activity to the history scroll lists. Utility page, dispatch menu will be selected. Select either the "Select History" or "Unselect History".

Execution:

1. Press the 'Scroll Up' and 'Scroll Down' buttons to scroll through the Unselect call history list.
☐ Compare these calls with known activity.
2. Press the 'Scroll Up' and 'Scroll Down' buttons to scroll through the selected call history list.
☐ Compare these calls with known activity.
3. Press the 'Esc' button to exit the history scroll mode.
4. To monitor call history on a single group use the 'module history' button on the 'module modify' menu.
5. Use the 'scroll up' and 'scroll down' buttons to scroll through the calls for the picked module.
☐ Compare these calls with known activity.

Results	(Pass/Fail)	_____
Tester: _____	Date:	_____
Comments: _____		

5. VIDA INTER-OPERABILITY GATEWAY TEST

5.1 Local Interoperability

Purpose: The purpose of this test is to verify correct functionality of the Interoperability Gateway.

Expected Results: Verify that the conventional repeaters are enabled for interoperability with P25 subscribers.

Setup: The Interoperability Gateway connects via 4-wire audio connections in its Universal Access Cards (UAC) cards to interoperability radio units (mobile or desktop). The Gateway also connects to a router and the Network Switching Center (NSC) to provide call functionality across the network.

Execution:

1. Select Inter-op group 1 on the radio.
2. Initiate a call from the radio to group 1
 - ☐ Verify that audio is heard on inter-op group 1 radio.
3. Initiate a call from the inter-op group 1 radio to group 1
 - ☐ Verify that audio is heard on the radio.

Results	(Pass/Fail)	_____
Tester: _____	Date:	_____
Comments:	_____ _____ _____	

[illegible]

7. ACRONYMS AND DEFINITIONS

ACI	Access Control Item (used with respect to computer system security)
Ack	Acknowledgement
AD	Active Directory
ADPCM	Adaptive Differential Pulse Code Modulation, a speech codec which can also digitize tones successfully
Advanced P25 Radio	A Harris radio which supports proprietary advanced P25 features, such as provisioning and emergency auto PTT
AES	Advanced Encryption Standard
AFC	Automatic Frequency Control
AGID	Announcement Group ID. The Announcement Group is a wider area talkgroup associated with the priority talkgroup. The VNIC maintains a database of GIDs and AGIDs, and during registration sends the appropriate AGID to the subscriber device, corresponding to his priority talkgroup. The radio then watches for voice calls addressed to the GID and AGID
ALGID	Algorithm ID, an 8 bit field which identifies the voice encryption algorithm
AM	Amplitude Modulation
AMBE	Advanced Multi Band Excitation, a voice codec developed by Digital Voice Systems Inc. (DVSII) and used in P25

ANI	Automatic Number Identification
AOC	Agency Operations Center
API	Application Programming Interface
ARP	Address Resolution Protocol
ARQ	Automatic Repeat Request
AVL	Automatic Vehicle Location
Basic P25 Radio	A P25 radio which does not support the Harris proprietary features such as registration on conventional systems, provisioning and software download
BCH	A family of error correction and detection codes which were invented by Bose, Ray-Chaudhuri and Hocquenghem
C4FM	Compatible 4-level FM, an FM modulation technique that is similar to CQPSK modulation
CAD	Computer Aided Dispatch
CAI	Common Air Interface (usually in reference to P25)
CBC	Cipher Block Chaining
CCIR	Comite Consultatif Internationale pour la Radio, a forerunner of the ITU-R
CDPD	Cellular Digital Packet Data
CEB	Console Electronics Bank, a Motorola analog voice switch
CEC	Central Electronics Controller, a version of the Harris EDACS IMC which was used as a local voice switch for

	dispatch consoles
CME	Cisco Mobility Exchange (Telco Interconnect)
CNM	Central Network Manager, a Harris product
Confirmed Call	A confirmed call is a special type of call where the call is queued until all sites have resources available, or until the confirmed call timer expires (configurable, typically one or two seconds)
COR	Carrier Operated Relay
COTS	Commercial Off The Shelf
CQPSK	Compatible QPSK, a form of QPSK modulation which is similar to C4FM modulation
CRC	Cyclic Redundancy Check, a form of error detection coding
CSMA	Carrier Sense Multiple Access, a means where many subscriber devices can share access to a radio channel and minimize the risk of collisions
CTCSS	Continuous Tone Coded Squelch System
DCOMP	Data Payload Compression, a four bit field in the P25 SMDCP header which specifies the nature of user payload data compression (presently no compression is supported)
DES	Digital Encryption Standard
dibit	Two bits which represent an analog channel symbol
DM	Device Manager
DMZ	Demilitarized Zone

DNS	Domain Name Server
DoS	Denial of Service, a type of Internet attack
DTMF	Dual Tone Multi Frequency
DUID	Data Unit ID, a 4 bit field of the NID which indicates the format of the control channel packet
E&M	Ear and Mouth (a form of telephone signaling)
ECB	Electronic Code Book, a mode of AES operation
EDACS	Enhanced Digital Access Communications System, a proprietary Harris system
EIA	Electronics Industry Association
EIGRP	Enhanced Interior Gateway Protocol, a proprietary Cisco routing protocol
ERTT	Emergency Request To Talk
ES	Encryption Sync Word (240 bits). This includes the 72 bit Message Indicator (MI), 8 bit Algorithm ID (ALGID), and 16 bit Key ID (KID), which total 96 bits. A RS inner code adds 48 parity bits, then a Hamming outer code adds 96 parity bits for a total length of 240 bits
ESN	Electronic Serial Number (64 bits)
ETDU	Extended Terminator Data Unit
FDMA	Frequency Division Multiple Access
FEMA	Federal Emergency Management System (US Government)
FIPS 140-2	Federal Information Processing Standard, publication 140-2. The title is "Security Requirements for

	Cryptographic Modules”
FLA	Four Letter Acronym (to be avoided if at all possible)
FM	Frequency Modulation
FMF	Full Message Flag, in packet data unit header blocks
FNE	Fixed Network Equipment. In the P25 world, the FNE is the network infrastructure including the base site and VNIC
Foreign Radio	A radio roaming to this site from another region or WACN
FS	Frame Synchronization (a 48 bit field in the control channel)
FSK	Frequency Shift Keying
FTP	File Transfer Protocol
FX	A comprehensive software maintenance program that provides semiannual upgrades to Harris developed software applications
GID	Group ID (16 bit). This corresponds to a talkgroup. The Group ID is unique within a VNIC, and can be reused on other VNICs within the same WACN. Some of the older P25 documents refer to the GID as a Talkgroup ID (TGID)
GMIM	Gateway Mastr III Interface Module, an interface controller card that plugs into the EDACS IMC
Golay	An error correcting code named in honor of Marcel Golay
GSM610	Full Rate digital speech coding standard initially developed for digital mobile phone systems with a 13.3 dbit/s bit rate.

G-STAR	A type of tone signaling used by GE radio
GVIU	Gateway Voice Interface Unit, an interface controller card that plugs into the EDACS IMC
HA	High Availability
H-CPM	Harmonized Continuous Phase Modulation (used for the P25 Phase 2 inbound channel)
H-DQPSK	Harmonized differential Quadrature Phase Shift Keying (used for the P25 Phase 2 outbound channel)
HDU	Header Data Unit, the first block transmitted on the CAI in a voice call
HIDPS	Host based Intrusion Detection and Prevention System (a McAfee product)
IAVA	Information Assurance Vulnerability Alert
ICMP	Internet Control Message Protocol
IFW	Internet Firewall
IG	Interoperability Gateway
I-ISCH	Information Inter-slot Control Channel (Phase 2)
IMBE	Improved Multi Band Excitation, a voice codec developed by Digital Voice Systems Inc. (DVSII) and used in P25
IMC	Integrated Multisite and Console controller, this is the EDACS voice switch
Individual Call	An individual call is a private call between one user and another. It can be between two radios, or between one radio and a dispatch console
IOS	Internetwork Operating System (a Cisco product)

IP	Internet Protocol
IPS	Intrusion Prevention System
ISCH	Inter-slot Signaling Channel (Phase 2)
ISP	Inbound Signaling Packet (on the control channel)
ISSI	Inter Sub System Interface. This is the interface between WACNs, in the Harris architecture an interface between a VNIC and a foreign P25 system
KEK	Key Encryption Key
KID	16 bit Encryption Key ID
KMF	Key Management Facility
KMM	Key Management Message
LAN	Local Area Network
LC	Link Control word, transmitted in the LDU on the CAI
LCF	Link Control Format, an 8 bit field that specifies the format of the LC word
LCH	Logical Channel (Phase 2)
LDU	Logical Link Data Unit, the blocks that follow the HDU on the CAI
LDU1	Contains the LC word
LDU2	Contains the ES word

LED	Light Emitting Diode
LMR	Land Mobile Radio
LMS	LAN Management Solution
LRA	Location Registration Area. "This defines the region of a Registration Area in which a subscriber unit may roam without the need to indicate a location update to the network. The Registration Area will typically consist of a number of LRAs. The LRA may be a single site or a collection of sites of an RFSS. The octet's exact meaning is a system design issue and explicit numerical assignments are to be made by the system designer". For Harris an LRA is a trunked site or a conventional channel (we generally set LRA, RFSS ID and Site ID to be the same value). Motorola has an architecture where more than one RF site can be controlled by one RFSS controller (RFSS basically equals LRA) so you can roam from one RF site to another without re-registering
LSD	Low Speed Data
MASTR V	A Harris base station product
MDIS	Mobile Data Intermediate System, a Harris data switch used in Harris' OpenSky Architecture
MES	Mobile End System, a subscriber radio
MFID	Manufacturer ID. An 8 bit field identifying the manufacturer of the subscriber device. The default value is zero, indicating conformance with the P25 specification. A non-zero value indicates that the message format deviates from the standard (for example a proprietary feature)
MI	Message Indicator, the 72 bit initialization vector for the voice encryption algorithm
MIM	Mastr III Interface Module, an interface controller card that plugs into the EDACS IMC

MME	Miniature Mobility Exchange, which consists of Harris software running on a SitePro card at the base site. The MME runs the SNDCP layer of the data protocol and is the equivalent of the P25 RFG (RF Gateway)
MRC	Mobile Routing and Control. In the P25 world, this is the device at the mobile radio which speaks SNDCP (usually it is the mobile radio itself)
MTU	Maximum Transmitted Unit, used in SNDCP
N(S)	A 3 bit sequence number for the packet data unit
NAC	Network Access Code. A 12 bit field in the control channel, used as a colour code to identify co-channel interferers from other sites. This code can be unique to a site (RFSS), or can be reused within the region
Nack	Negative acknowledgement, a type of control message
NID	Network Identifier. A 16 bit field in the control channel, consisting of a 12 bit Network Access Code and a 4 bit Data Unit ID. Error correction coding expands the NID to 64 bits
NIDS	Network Intrusion Detection
NOC	Network Operations Center
NPQR	New Product Quotation Request
NSAPI	Network Service Access Point Identifier, used in SNDCP
NSC	Network Switching Center
NSS	Network Switching Server
NWS	Network Sentry

OFB	Output Feedback, a mode of DES encryption
OSP	Outbound Signaling Packet (on the control channel)
OTAP	Over The Air Programming
OTAR	Over The Air Rekeying
P25	Project 25, a suite of standards for digital radio communications, developed by the Association of Public Safety Communications Officials (APCO) under the TIA TR-8 engineering committee, and published as the TIA-102 set of documents
PCOMP	IP Header Compression, a four bit field in the P25 SNDCP header which specifies the nature of TCP/IP header compression (presently only RFC1144 compression is supported)
PDU	Packet Data Unit
PEMA	Pennsylvania Emergency Management System
Personality ID Sequence Number	Provided by an advanced P25 subscriber device during registration, to inform the VNIC of its current personality. If necessary, the VNIC will provision the subscriber device with the most recent personality
PKI	Public Key Infrastructure, related to encryption and authentication
PN	Pseudo random Number, usually refers to a sequence of numbers that can be generated using a shift register and exor gates
PPM	Parts Per Million
Priority Talkgroup	The priority talkgroup selected on the subscriber device. Usually this is the talkgroup that the radio will transmit on when the user presses PTT

ProFile	A Harris product used for configuring radios over the P25 radio channel
ProScan	A Harris software algorithm used for radio roaming
PSAP	Public Safety Access Point, usually an agency dispatch center
PSP	Pennsylvania State Police
PSTN	Public Switched Telephone Network
PTT	Push To Talk
QAM	Quadrature Amplitude Modulation
QoS	Quality of Service
QPSK	Quadrature Phase Shift Keying
RA	Registration Area, home VNIC region
RADIUS	Remote Authentication Dial In User, a networking protocol that provides centralized authentication, authorization and accounting management
RAM	Random Access Memory
RAR	Regional Access Router
RF	Radio Frequency
RFC 1661	The Point to Point Protocol (PPP) is defined in the Internet Request for Comment documents 1570, 1661 and 1662
RFP	Request for Proposal

RFSS	RF Sub-System. In the Harris architecture an RFSS is a single site (in the Motorola world an RFSS is a Motorola Zone Controller, which can support a maximum of 32 channels spanning a number of sites). In the larger P25 world the term RFSS is ambiguous and should be avoided if possible
RFW	Regional Firewall
RMS	Regional Management Server
RNM	Regional Network Manager
RNM	Regional Network Manager
RS	Reed Solomon, a form of error detection and correction coding
RSM	Regional Site Manager, a server which runs the RSM, Activity Warehouse and Device Manager applications
RSSI	Received Signal Strength Indicator
RTT	Request To Talk. This is a mechanism where a radio user in the field wanting to speak with a dispatcher sends an inbound canned data message to the dispatcher, who later responds with (usually) an Individual Call
RVM	Regional VIDA Manager, a server which runs the UAS and RNM applications
SACCH	Slow Associated Control Channel (Phase 2)
SAID	System Assigned ID. Used in Patch and Simulselect, where the system assigns a new ID for the merged talkgroup and the radios monitor the new SAID instead of the old GIDs
SAN	Storage Area Network
SAP	Service Access Point, where the network provides a service

SEM	Security Event Manager (a LogLogic product)
SIA	McAfee Security Innovation Alliance
SID	Unit ID, a 24 bit part of SUID. Note that SID is a Harris acronym, and the field is referred to internally as either the SID or the Unit ID (SID was chosen as an acronym because UID was already used for Unified ID. SID sounds like LID, which is an EDACS acronym for a similar parameter). The SID is a value which is programmed into the radio for a WACN (customer system) and will always be unique within a WACN
SIEM	Security, Information, and Event Management
S-ISCH	Synchronization Inter-slot Control Channel (Phase 2)
Site Management Interface	A software entity which resides on the Network Sentry and is responsible for downloading the SID/GID database from the UAS and Regional Site Manager to the Traffic Controller
SitePro	A Harris circuit board that plugs into a MASTR III base station chassis and was used to generate the control channel
SMS	Site Management Services
SMS	Short Message Service
SMTP	Simple Mail Transfer Protocol
SNDCP	Subnetwork Dependent Convergence Protocol
SOAP	Simple Object Access Protocol, a protocol based on XML and relying upon lower layers such as SMTP, it provides a basic messaging framework upon which web services can be built
SOR	Signal Operated Relay

Sourcefire DFC	Defense Center
SS	Status Symbol (a two bit field in the control channel, used for channel access control signaling)
SSL	Secure Socket Layers
SSH	Secure Shell is a program to log into another computer over a network, to execute commands in a remote machine, and to move files from one machine to another. It provides strong authentication and secure communications over insecure channels. It is a replacement for rlogin, rsh, rcp, and rdist.
SU	Subscriber Unit. In the P25 world, an SU is a mobile or portable radio
SUID	Subscriber Unit ID. A 56 bit unique-in-the-world permanent identifier consisting of WACN, System ID, and SID
SUMS	Security Update Management Service (a Harris product)
SUMSplus	Version of SUMS
System ID	The System ID is a 12 bit field of the network address which identifies the VNIC
TAC	Technical Assistance Center, a Harris service
TACACS	Terminal Access Controller Access Control System
TDMA	Time Division Multiple Access
TDU	Terminator Data Unit, used to terminate a voice message
TEK	Traffic Encryption Key
Telnet	A terminal emulation program for TCP/IP networks such as the Internet. The Telnet program runs on your

	computer and connects your PC to a server on the network.
TGID	Talkgroup ID (16 bit, equivalent to GID). The P25 documents usually use GID but some of the older documents use TGID
TIA	Telecommunications Industry Association
TLA	Three Letter Acronym (to be avoided if at all possible)
Traffic Controller	Software entity which resides in a base station at the site and generates the P25 control channel
TRC	Tone Remote Control
Trunking Controller	In the larger P25 world, this is the device at the site which generates the control channel (In the Harris system it is a piece of software called a “control channel”, which resides on a SitePro card which plugs into a base station chassis)
TSBK	Trunking Signaling Block (a 196 bit field in the control channel)
Tx	Transmit
UAC	Unified Audio Card
UAS	Unified Administration Server
UDP	User Datagram Protocol
UID	Unified ID. This is a Harris specific acronym referring to an ID composed of the System ID and SID. The UID is a ten digit number in the form 604-415-4003, representing region, agency, and individual
Unitrends	Enterprise backup for VIDA networks

UPS	Uninterrupted Power Supply
VAS	VIDA Application Server
VCE	VIDA Console Exchange
VCH	Voice Channel (Phase 2)
VDOC	Voice and Data on Control (the control channel can assign itself as a traffic channel)
VIDA	Voice, Interoperability, Data, Access (a Harris system product)
VINI	Voice Independent Network Identifier. This is a Harris specific acronym referring to a value consisting of ESN, User ID and password, required by the proxy for registration with the VNIC
VLAN	Virtual Local Area Network
VM	Virtual Machine
VME	Versa Module Eurocard (IEEE 1014)
VNIC	Voice Network Interface Controller, the Harris voice switch
VOX	Voice Operated Switch
VPN	Virtual Private Network
VSWR	Voltage Standing Wave Ratio
VTCH	Voice Transport Control Channel (Phase 2)
VTI	VIDA Telephone Interconnect

WACN	Wide Area Communication Network (20 bit network ID, part of SUID). This is a customer network which can include many VNICs
WAR	Wide Area Router
WGID	Working Group ID (16 bit, usually the same value as the GID). This is the value which is actually used on the airlink. When a foreign radio roams in from another System ID (indicating a different VNIC) or WACN, its GID may conflict with GIDs used in this region. In this case the VNIC will provide the radio with a WGID which does not conflict, effectively a temporary GID
WUID	Working Unit ID (24 bit, usually the same value as the SID). This is the value which is actually used on the airlink. When a foreign radio roams in from another System ID (indicating a different VNIC) or WACN, its SID may conflict with SIDs used in this region. In this case the VNIC will provide the radio with a WUID which does not conflict, effectively a temporary SID
XML	Extensible Markup Language, used for building websites
Zeroize	A P25 control channel command which causes the mobile radio to erase its encryption keys (but then requires manual loading to restore encryption keys)

Integrated P25 Functionality

Group and individual calls, distress "emergency," end-to-end encryption, patch/simulselect and call play back

Enhanced PTT Capabilities

Live accessibility to radio user groups' present status, location, geographic mapping, real-time video, image sharing and streaming

BeOn[®] MOBILE APPLICATION

PUBLIC SAFETY'S
MOST ADVANCED P25
PUSH-TO-TALK APPLICATION

HARRIS[®] TECHNOLOGY TO CONNECT,
INFORM AND PROTECT[™]

harris.com | [#harriscorp](https://twitter.com/harriscorp)

INNOVATIVE. AFFORDABLE.

This versatile application supports multiple platforms, including Android, iOS and Microsoft Windows.

BeOn is the application that gives public safety users access to the functions of their Land Mobile Radio (LMR) networks—on standard smartphones, tablets and PCs.

Traditional radio users now have an affordable option to extend their Push-to-Talk (PTT) communications

far beyond the boundaries of regional radio systems.

BeOn provides a direct connection to the backbone of many LMR systems, and has been designed to fully support the features of P25 radio network technology.

This capability significantly enhances the efficiency of your current public safety LMR system. BeOn provides a powerful convergence of narrowband and broadband radio technologies, keeping you connected to your LMR anywhere you have a cellular data signal, WiFi or other data connectivity.





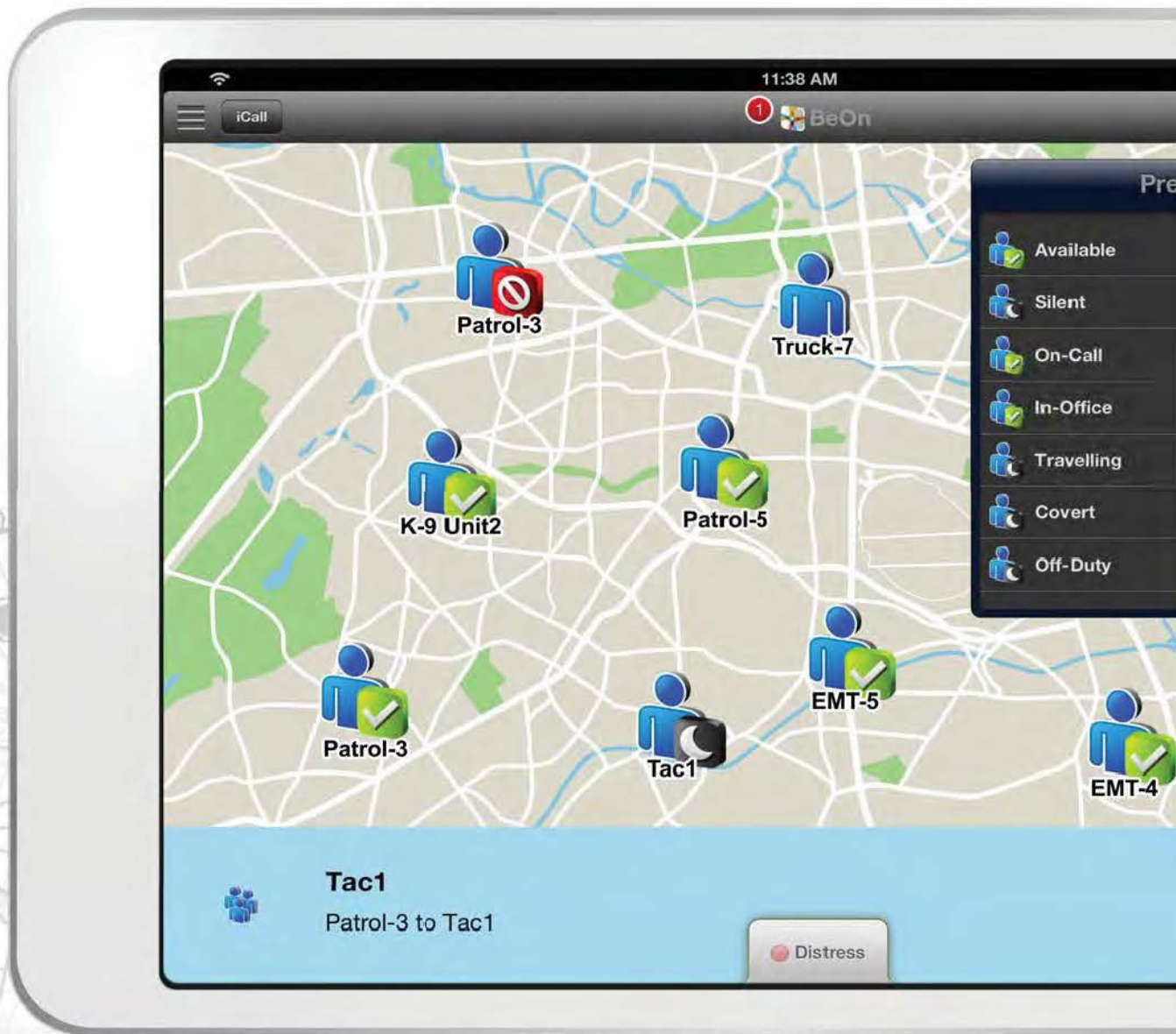
PUBLIC SAFETY'S MOST
ADVANCED P25-COMPATIBLE
PUSH-TO-TALK APPLICATION

Most advanced feature
set on the market

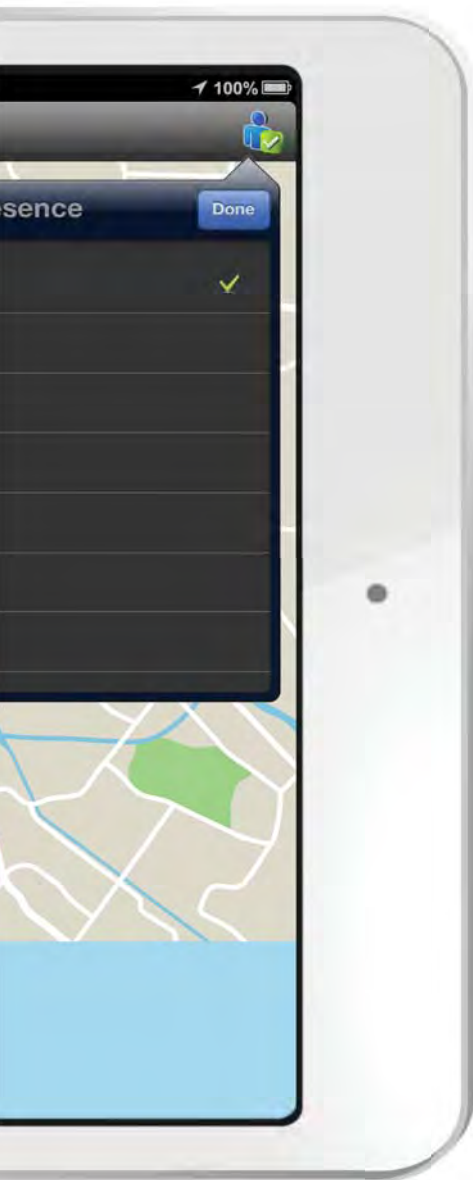
- Display location of LMR radios
- Full AES end-to-end encryption
- Group voice call
- Individual voice call
- Distress indication
- Announcement group calls
- Instant recall / call logging
- Console / supervisory override
- Talkgroup scanning
- Late call entry
- P25 confirmed call
- Priority / preemptive support
- P25 OTAR key management
- Console patch / simulselect
- Group location
- User presence indication
- Location privacy
- BeOn text messaging



NO MATTER YOUR NETWORK, WE'VE GOT YOU COVERED



BeOn offers an economical path to P25 upgrade through the use of legacy system gateways, or use BeOn as a stand-alone system.



The BeOn application can be used as a stand-alone system, or as an essential enhancement to any LMR network, including P25-based systems, Digital Mobile Radio (DMR) and legacy networks.

BeOn allows users to maintain a full set of advanced LMR features on an ordinary Smartphone, and will work anywhere in the world where cellular data service is available—regardless of the carrier.

BeOn can quickly be added to existing Harris VIDA® networks as a core service, deployed on legacy LMR networks via a gateway, run as

a stand-alone system or be added to some competitor systems.

By utilizing the capacity of broadband networks, BeOn helps divert traffic from narrowband communications—and provides an additional level of redundancy for those systems while reducing traffic load on the LMR system.



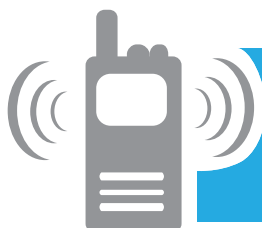
PUBLIC SAFETY LTE



LEGACY DEVICES AND SYSTEMS



BEON ENABLED DEVICES



P25 DEVICES AND SYSTEMS



Continuous connectivity with
the BeOn Windows Client

STAY CONNECTED WITHOUT BREAKING THE BANK

Command staff and administrators can stay in touch with LMR network activities using existing PCs and mobile devices.

Behind a desk or behind a screen at incident command, BeOn Windows Client allows users to stay in full, direct contact with their LMR system without investing in additional, more-costly equipment. BeOn is actually an application running on your commercial Smartphone or

PC, but it looks like an LMR radio to your system.

This makes BeOn the perfect solution for administrators that need to communicate or track location of team members—without the added expense of an additional LMR radio.

BeOn is the only
broadband PTT tool built
from the ground up to
support the P25 LMR
feature set.



TRULY INTEGRATED VOICE, TEXT AND PRESENCE SERVICES

MOST ADVANCED P25-COMPATIBLE APPLICATION ON THE MARKET

This feature-rich application delivers far more than just Push-to-Talk capability.

By enabling group communications between your LMR system and any broadband network, BeOn represents the convergence of LMR and LTE.

BeOn users can exchange text messages and pass real-time location and presence information between connected team members.







BeOn's security features are best in class; offering full AES end-to-end encryption, source code security validation and FIPS 140-2 compliance.



	P25	BeOn
P25 AMBE VOCODER	✓	✓
Group, individual and confirmed calls	✓	✓
Distress calls	✓	✓
Priority and preemption	✓	✓
256-bit AES encryption	✓	✓
Late call entry	✓	✓
Featured dispatch capabilities	✓	✓
Patch and Simulselect	✓	✓

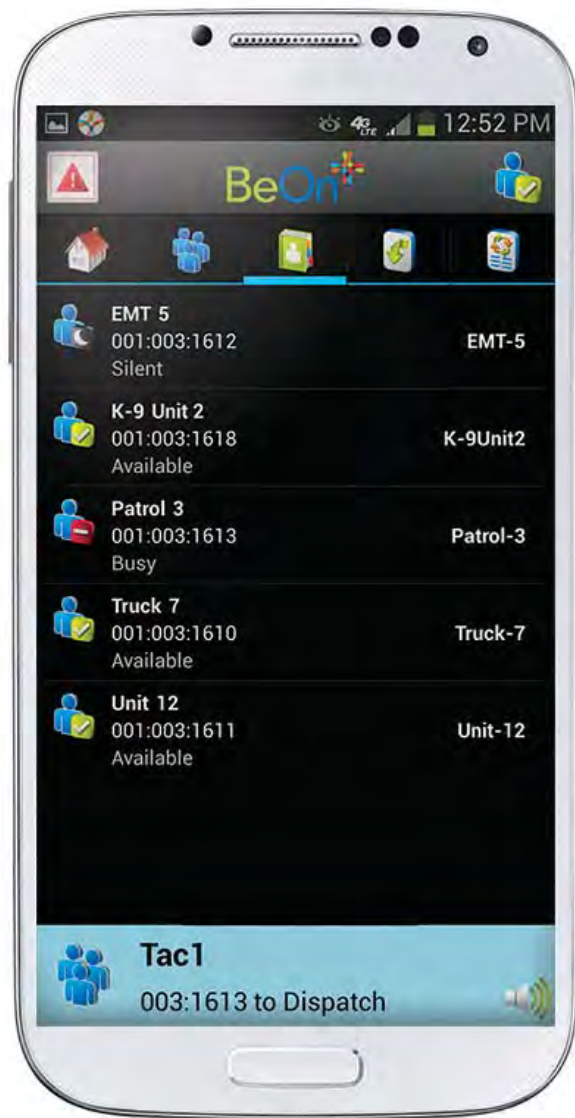
PROVIDES A SIMPLE, HIGHLY INTUITIVE INTERFACE

AN ON-SCREEN TABBED INTERFACE ALLOWS THE
USER TO QUICKLY ACCESS KEY FEATURES.

	Groups: Select or change talkgroups
	Contacts: Communicate individually or in groups with other BeOn users
	Events: View and replay missed conversations
	Profiles: Access available talkgroup sets
	BeOn: Confirms that the user is connected
	Presence: Users set their availability/status for other talkgroup members to see (i.e. available, silent, off-duty, covert, etc.)

About Harris Corporation

Harris Corporation is a leading technology innovator that creates mission-critical solutions that connect, inform and protect the world. The company's advanced technology provides information and insight to customers operating in demanding environments from ocean to orbit and everywhere in between. Harris has approximately \$7.5 billion in annualized revenue and supports customers in about 100 countries through four customer-focused business segments: Communication Systems, Space and Intelligence Systems, Electronic Systems, and Critical Networks.



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HARRIS® TECHNOLOGY TO CONNECT,
INFORM AND PROTECT™

SYMPHONY™

A DISPATCH EXPERIENCE
LIKE NO OTHER —
BECAUSE IT'S YOURS

Customizable Interface

Puts most-used features where
dispatchers need them.

Patented Baton™ Technology

Provides a dockable
display of radio system
status and controls.

HARRIS® TECHNOLOGY TO CONNECT,
INFORM AND PROTECT™

harris.com | [#harriscorp](https://twitter.com/harriscorp)



CONDUCT DISPATCH YOUR WAY

A dispatch experience designed by you.

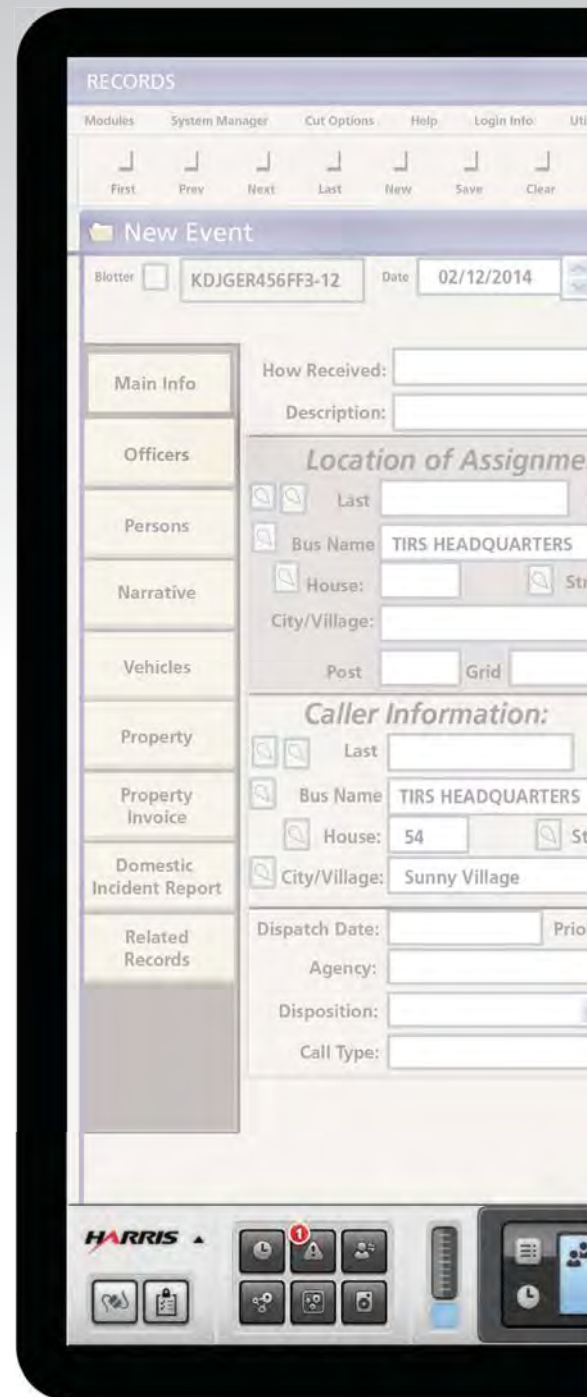
The Symphony full-screen application allows agencies to optimize the user interface to match their communication workflow. Symphony innovations like the Select Bar ensure that critical communications and features are always accessible, prominent and persistent.

Focus on what is important to you.

Customize your screen with multi-tabbed modules that let you assign audio to the headset and up to eight speakers, replay calls and handle emergency calls. All personalized just for you.

Place the Baton™ on any screen, anywhere.

Symphony's patented Baton technology extends the dispatch user interface to CAD terminals, allowing easy and full integration of LMR communications and CAD on a single monitor, mouse and keyboard.



POWERFUL. RELIABLE. CUSTOMIZABLE.

Learn more at Harris.com





North Patrol TX

SPEAKERS

1 2

MAIN

West Fire

Chief Jones

09:56 22

Innovative hardware platform provides:

- Silent operation with no moving components
- Flexible and simple mechanical configuration (mount in a rack, mount under a desk or use as a desktop unit)
- Vibration resistant for mobile installations
- Remote configuration capability
- End-to-end voice encryption for secure communications
- Superior lifecycle management
- Industry-standard, rugged connectors
- Ability to run the existing C3 MaestroIP™ application or the new Symphony application

State-of-the-art user interface includes:

- 1,024 modules, 3 module sizes
- 14 different module colors
- 32 predefined simulelects
- 16 user setups
- Up to 8 speakers
- Access to Aux I/O
- AES encryption
- 24-hour instant recall recorder
- Single button for last call replay
- Trunking or Conventional capability
- 16 active patches on a console
- Full paging support

GENERAL SPECIFICATIONS

PROCESSOR TYPE:

Intel® Core™ i7 Ivy Bridge processor

OPERATING SYSTEM:

Microsoft Windows®

TYPICAL DIMENSIONS (H X W X D):

Computer:
16.5 x 11.7 x 1.75 in.
(42 x 30 x 4.5 cm)

Display:
Multi-touchscreen capable

POWER:

85-264 VAC, 47-63 Hz input

OPERATING TEMPERATURE:

+32 to +104 °F (0 to +40 °C)

STORAGE TEMPERATURE:

-22 to +185 °F (-30 to +85 °C)

MTBF

10 years

ROHS COMPLIANT

UL CERTIFIED/FCC CERTIFIED



About Harris Corporation

Harris Corporation is a leading technology innovator, solving customers' toughest mission-critical challenges by providing solutions that connect, inform and protect. Harris supports customers in about 100 countries and has approximately \$7.5 billion in annual revenue and 21,000 employees worldwide. The company is organized into four business segments: Communication Systems, Space and Intelligence Systems, Electronic Systems and Critical Networks.

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HARRIS® TECHNOLOGY TO CONNECT,
INFORM AND PROTECT™



INTEROPERABILITY GATEWAY MULTI-CHANNEL VOICE INTERFACE

RELIABLE OPERATION FOR CRITICAL COMMUNICATIONS

The Interoperability Gateway is a software-based multi-channel codec module designed to interface the Internet Protocol (IP) digital network with analog equipment. Applications include connection to dispatch consoles and to analog voice base stations. In both cases, control of the Interoperability Gateway is implemented in software and may be customized easily for specific requirements.

FEATURES

The Interoperability Gateway is a multi-channel analog voice interface for P25®, OpenSky®, and NetworkFirst® packet-switched digital networks.

The gateway is a rack-mounted card cage designed to accept multiple VME circuit cards. It contains redundant integrated power supplies and provides forced ventilation for up to 3 Interoperability Gateway cards. Each card provides 4 audio interfaces for a total of 12 interfaces per chassis.

The Interoperability Gateway uses a VME-based backplane for power and signal routing, and offers rear mounting expansion slots for additional interface expansion.

DISPATCH CONSOLE INTERFACE

Each Interoperability Gateway receives and transmits packetized digital voice over an Ethernet interface for connection through a switch to the Voice, Interoperability, Data, and Access (VIDA®) network.

Interoperability Gateway modules offer a 4-wire balanced line level interface for the audio connection. Audio amplitude may be adjusted under software control, and signaling lines are opto-isolated and may be operated in "open collector" mode.

INTEROPERABILITY

When used to provide interoperability with other communications systems, network users are automatically connected to legacy system users by

selecting them as designated voice groups. This provides capabilities for cross-band inter-system operation.

In addition, the gateway supports the MDC-1200 signaling format for User ID and Emergency functions.

DIGITAL VOICE CODING

Digitized voice within the digital network is coded using AMBE® for OpenSky systems or IMBE™ for P25 systems. AMBE/IMBE digital voice is then encapsulated into IP packets and sent along with control messages into the IP digital network.

Additionally, the gateway supports the use of ADPCM for NetworkFirst systems and transmission of analog inputs to other VIDA products which support ADPCM.

GENERAL SPECIFICATIONS

Dimensions (H x W x D): 3.5 x 19.0 x 14.75 in.
(8.9 x 48.3 x 37.5 cm)

Rack: Standard 19-inch, 2 rack units high

Total Card Slots: 4

Weight: Approximately 13 lb
(5.9 kg)

Interoperability Gateway Codec Module:
With analog base station interoperability supporting the OpenSky, P25^{IP}, and ADPCM vocoders

Connectors:

DB-15:	Isolated audio in/out and Tx/Rx signaling
RJ45:	Ethernet interface
USB:	Command line/monitoring
Status LEDs:	DSP, clock, power, interface, network

Audio:

Audio I/O:	Balanced transformer isolated
Line Impedance:	600/10K ohm selectable
Nominal Input Range:	-25 to +12 dBm
Nominal Output Range:	-25 to +10 dBm
Frequency Response:	300 Hz to 3.5 kHz \pm 3.5 dB

GENERAL SPECIFICATIONS (CONT'D)

Communications:

Ethernet:	IEEE 802.3 compliant (10 Base-T and 100 Base-X)
USB:	38.4 kbps, ASCII ANSI-compliant terminal

Interoperability Gateway Chassis Interface:

Backplane Connectors:	VME
AC Power Module:	85 to 264 VAC (115-230 VAC nominal), 47-63 Hz
DC Power Module:	-36 to -72 VDC (-48 VDC nominal)
Current Consumption:	10A maximum
Cooling:	Redundant forced air with exhaust at rear of chassis

Environmental:

Operating Temperature:	-4 to +140°F (-20 to +60°C)
Storage Temperature:	-4 to +185°F (-20 to +85°C)
Humidity:	Not to exceed 95% and relative humidity at 122°F (+50°C)

Technical specifications are subject to change without notice. Product sales are subject to applicable U.S. export control laws.

About Harris Corporation

Harris Corporation is a leading technology innovator that creates mission-critical solutions that connect, inform and protect the world. The company's advanced technology provides information and insight to customers operating in demanding environments from ocean to orbit and everywhere in between. Harris has approximately \$8 billion in annual revenue and supports customers in 125 countries through four customer-focused business segments: Communication Systems, Space and Intelligence Systems, Electronic Systems, and Critical Networks.

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SYMPHONY™ DISPATCH SOLUTION

POWERFUL AND RELIABLE USER- CUSTOMIZED DISPATCH

FEATURES

Capable of combining over 1,000 communication modules at a single dispatch position.

Flexible and simple mechanical configuration (mount in a rack, mount under a desk, or use as a desktop unit).

Vibration resistant for mobile installations.

Supports trunked and conventional operation.

Provides superior life cycle management.

MAXIMIZE PRODUCTIVITY

Symphony was designed to simplify complex dispatch center operations with a clear and logical user interface. Dispatchers arrange their most utilized functions in a custom interface to optimize workflow. Multiple screen configurations can be created for scenarios ranging from crisis situations to shift changes. For agencies desiring integration with their CAD application, the patented Baton™ technology preserves screen space by presenting up to 95% of the

functionality of the full Symphony application on just 10% of the screen.

HIGHLIGHTS OF SYMPHONY

Highlights of the console include:

- Industry-leading capacity for active call, patch, and simulselect calls and integrated telephony support.
- Tracking modules to review call histories received on any programmed module.
- Support of the APCO P25 Standard.

GENERAL SPECIFICATIONS*

Processor Type:

Intel® Core™ i7 Ivy Bridge processor

Operating System:

Windows® 8 Professional 64-bit
Windows 7 Ultimate 32-bit

Typical Dimensions (H x W x D):

Computer:

16.5 x 11.7 x 1.75 in.
(42 x 30 x 4.5 cm)

Display:

Touchscreen capable from 19 to 48 inches

Power:

85-264 VAC, 47-63 Hz input

Operating Temperature:

+32 to 104°F (0 to +40°C)

Storage Temperature:

-22 to +185°F (-30 to +85°C)

MTBF:

10 years

RoHS Compliant

UL Certified

*Requires System Release SR10A or newer

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SYMPHONY DISPATCH PLATFORM (ENCLOSURE)

19-inch rack mount compatible metal housing

1U (1.75 in.) height

Front panel display, access, connections, and controls for:

Power	USB Accessories
DisplayPort™ (Video)	Solid-state Hard Drive
Auxiliary Audio Input	Backup Radio Switch
Auxiliary Audio Output	

EXTERNAL INTERFACES

Two 10/100/1000-Gigabit Ethernet ports with RJ45

7 USB 2.0 ports (excluding Audio Subsystem)

6 local Digital Inputs

5 local Solid-state Relay Outputs

AUDIO SUBSYSTEM

One 10/100 DSP-driven Ethernet Extender Interface with RJ45 connector

Analog Operator and Supervisor Headsets interfaced via DB-9F connectors on rear panel

USB Operator and Supervisor Headsets and Footswitches interfaces via USB Type A connectors on rear panel

Analog Desk/Gooseneck Microphone interface via DB-9F connector on rear panel

USB Desk Microphone interface via USB Type A connector on rear panel

Two spare USB 1.1 ports via USB Type A connectors on rear panel

Analog Paging Encoder interface via RJ45 connector on rear panel

8-channel Analog Speaker interface with ¼-inch TRS jacks on rear panel for audio connections

Analog Recorder interface via RJ45 connector on rear panel

Analog Call Director interface via RJ45 connector on rear panel

Analog Backup Radio interface via DB-9 Male connector on rear panel and mode selection switch mounted on front panel

Analog Building Intercom interface via RJ45 connector on rear panel

Two Auxiliary Audio Inputs via 3.5-mm TRS jack on rear panel

Two Auxiliary Ethernet DSP Extender ports on rear panel

VIDEO

Two DisplayPort Video Connections (can drive up to 4 monitors)

STORAGE

64 GB extended temperature SATA interface solid-state drive, externally accessible and removable via front panel

PRODUCT PERFORMANCE NOTE: THE PERFORMANCE OF ANY HARRIS CONSOLE (SYMPHONY DISPATCH CONSOLE) WITH ANY THIRD-PARTY HARDWARE (INCLUDING COMPUTERS) OTHER THAN HARRIS RECOMMENDED OR APPROVED HARDWARE IS NOT GUARANTEED BY HARRIS CORPORATION NOR WILL HARRIS CORPORATION OFFER ANY SOFTWARE OR OTHER CORRECTIONS TO IMPROVE THE PERFORMANCE OF THE HARRIS CONSOLE WITH SUCH THIRD-PARTY HARDWARE.

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Harris Corporation, RF Communications
Public Safety and Professional Communications
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501
Phone: 1-800-368-3277
Fax: 321-409-4393

Joe Davitt, Operation Manager
WASCO County
511 Washington St.
The Dalles, OR 97058

Date: 10.31.2017
Point of Contact: Jennine Weber
Title: Sales Rep
Phone: 503-568-5867
Email Address: jweber08@harris.com
Quote created by: K Penermon

Quote Name: WASCO-CIRCUIT UPGRADES

Item	Part Number	Description	Qty	List Price	Contract Discount (Less 26%)	Additional Discount (20%)	OSRP Sale Price	Extended Sale
10	MANG-SN5M	SERVICE,QUAD MODE VOCODER LICENSE	4	\$ 30.00	\$ 7.80	\$ 4.44	\$ 17.76	\$ 71.04
20	MANG-NAA3E	Module,DVU,UAC,Interoperability Gateway	1	\$ 11,500.00	\$ 2,990.00	\$ 1,702.00	\$ 6,808.00	\$ 6,808.00
30	MANG-GTWY	System Equipment,Interop Gateway	1	\$ 3,200.00	\$ 832.00	\$ 473.60	\$ 1,894.40	\$ 1,894.40
40	MANG-SN5M	SERVICE,QUAD MODE VOCODER LICENSE	4	\$ 30.00	\$ 7.80	\$ 4.44	\$ 17.76	\$ 71.04
80	MANG-4DVUS	Chassis,4-Slot Interoperability Gateway	1	\$ 15,750.00	\$ 4,095.00	\$ 2,331.00	\$ 9,324.00	\$ 9,324.00
90	MANG-NMN2U	Bracket Kit, Interoperability Gateway	1	\$ 82.00	\$ 21.32	\$ 12.14	\$ 48.54	\$ 48.54
100	MANG-NPS2J	Power Supply,AC,4-Slot Gateway Chassis	2	\$ 2,050.00	\$ 533.00	\$ 303.40	\$ 1,213.60	\$ 2,427.20
120	MANG-NAA3E	Module,DVU,UAC,Interoperability Gateway	1	\$ 11,500.00	\$ 2,990.00	\$ 1,702.00	\$ 6,808.00	\$ 6,808.00
130	MANG-NCL8S	Cable,Ethernet,6ft	1	\$ 27.00	\$ 7.02	\$ 4.00	\$ 15.98	\$ 15.98
140	MANG-NCA3L	Cable,Audio,4-Slot Chassis GWS,10ft	4	\$ 49.00	\$ 12.74	\$ 7.25	\$ 29.01	\$ 116.03
180	MANG-MN2A	Panel,Filler	3	\$ 155.00	\$ 40.30	\$ 22.94	\$ 91.76	\$ 275.28
210	MANG-NFW2C	SOFTWARE,UAC GWS,AES	1	\$ 455.00	\$ 118.30	\$ 67.34	\$ 269.36	\$ 269.36
220	MAMM-200NG	Manual,Instal,4-Slot,Interoperability Gtwy	1	\$ 65.00	\$ 16.90	\$ 9.62	\$ 38.48	\$ 38.48
TOTAL							\$	28,167.36

Terms and Conditions:

- Acceptance of this quote in the form of an order released to Harris constitutes acceptance of Harris Corporation's Standard Terms and Sale, unless otherwise agreed to by both parties or noted by contract reference herein. The most current version of Harris Corporation Standard Terms and Conditions of Sale (available at <http://www.pspc.harris.com/Service/Customerservice.asp>) are incorporated herein by reference and apply unless a superseding overriding agreement exists between the two companies.
- This document contains Harris Corporation proprietary information. All information provided shall not be disclosed nor duplicated for any purpose other than to evaluate this proposal. No further disclosure, reproduction, or use of any part thereof may be made except with Harris' prior written approval.
- These items/technical data are controlled by the United States government and cannot be exported from the United States or shared with a Foreign National without prior approval from the United States government. Delivery is dependent on receipt of an export license, when applicable.
- Pricing does not include installation, programming, taxes (if applicable), or shipping (if applicable). These items may be waived based on the terms and conditions which are applicable to this quote (Items 1 and/or 6) and could be subject to change.
- Pricing valid 30 days from quotation date unless otherwise noted.
- Oregon State Radio Project PA-0491 Amd 8. Reference MBP #29145

Purchase Order requirements:

Purchase Order issued to Harris Corporation - PSPC - 221 Jefferson Ridge Parkway - Lynchburg, VA 24501

The Purchase Order should include the following references:

Quote Name, Contract, and/or MBP# reference as noted in #6 above
All orders must contain valid model number, quantity, and price for each item
Frequencies must be supplied with order if applicable
Requested Delivery Date; If related to Grant Funding, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Shipping will default to Best Way, 5 day ground, unless otherwise specific. Special shipping/delivery instructions (ex. Delivery lift gate required?) must be noted if applicable. Non Standard packing will be billed to the customer.

Bill to and Ship to addresses must be included. If account number is available, please provide. If you have not ordered from Harris (or an authorized Harris dealer) before, please provide contact information to enable account setup.

Harris DUNS#: 101474992; Cage Code: 1PNR4



AGENDA ITEM

Building Codes Program

[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO AGENDA](#)



AGENDA ITEM

Executive Session – Pursuant to [ORS 192.660\(2\)\(h\)](#) Consultation with counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed

[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO AGENDA](#)



AGENDA ITEM

SOAK Outdoor Mass Gathering Permit Hearing

[SOAK LLC OMG APPLICATION](#)

[STAFF SUMMARY](#)

[OPTIONS & STAFF RECOMMENDATIONS](#)

[RECOMMENDED CONDITIONS](#)

[MAPS](#)

[STAFF REPORT](#)

[STAFF PRESENTATION](#)



Wasco County Planning Department
"Service, Sustainability & Solutions"
2705 East Second St. • The Dalles, OR 97058
(541) 506-2560 • wcplanning@co.wasco.or.us
www.co.wasco.or.us/planning

OUTDOOR MASS GATHERING

PLAOMG - _____

FEE: _____

Date Received: _____ Planner Initials: _____ Date Complete: _____ Planner Initials: _____

APPLICANT/ORGANIZER CONTACT:

Name: Thomas McElroy Name of Organization: SOAK LLC

Mailing Address: 3558 SE Hawthorne Ste 1

City: Portland State: OR Zip: 97214

Email: thomasmcelroy@gmail.com Phone: 503-970-1689

PROPERTY INFORMATION:

Township Range Section Tax Lot(s)	Tax ID	Acres	Owner
4S 13E (See Attachment: Affected Tax Lots)			

Property Address/Location: 89720 Davidson Grade Rd, Tygh Valley, OR 97063

DESCRIPTION OF THE EVENT: (Indicate what will happen and when; attach additional sheets if necessary)

See Outdoor Mass Gathering Permit narrative for full detail

☒ Additional pages/maps/pictures attached

EVENT DETAILS:

Estimated Attendance: 1800 Dates and Times of Event: May 24-28, 2018

First Day of Set-Up: May 22, 2018 Last Day of Tear-Down: May 29, 2018

On-Site Contact: Xandra Green 24 HR Phone #: 206-550-7746

Will sound amplification be used? ☒ YES ☐ NO If YES, explain: _____

We are an arts festival rather than a music festival, but attendees will play music on their own small P/A systems.

Will alcohol be available during the event? ☐ YES ☒ NO If YES, explain (attach OLCC Permit): _____

SITE PLAN

A general site plan is required and MUST show the types, numbers and locations of the following:

- | | | |
|---|--|--|
| <input type="checkbox"/> Existing Structures | <input type="checkbox"/> Proposed Temporary Structures | <input type="checkbox"/> Streams/Bodies of Water |
| <input type="checkbox"/> Water Supply | <input type="checkbox"/> Toilets & Washing Facilities | <input type="checkbox"/> Solid Waste Collection |
| <input type="checkbox"/> Food Prep & Service Facilities | <input type="checkbox"/> Parking, Ingress & Egress Surface | <input type="checkbox"/> Surrounding Vegetation |
| <input type="checkbox"/> Camping Areas | <input type="checkbox"/> First Aid/Medical Standby | <input type="checkbox"/> Other: _____ |

THE APPLICANT/PROPERTY OWNER SHALL CERTIFY THAT:

1. If the application is granted, Applicant will exercise the rights granted in accordance with the terms and subject to all the conditions and limitations of the approval.
2. Applicant will comply with all health and safety rules governing outdoor mass gatherings as adopted by the Oregon Department of Human Services and implemented through Wasco County's Land Use and Development Ordinance (LUDO) and other applicable regulations.
3. Applicant declares under penalties of false swearing (ORS 162.075 and 162.085) that all the above information and statements, site plan, attachments and exhibits transmitted herewith are true; and the applicants so acknowledge that any permit issued on the basis of this application may be revoked if it is found that any such statements are false.
4. Applicant and Property Owner hereby grant permission for and consent to Wasco County, its officers, agents and employees, as well as public health and fire control officers to come upon the above-described property to gather information and inspect the property whenever it is reasonably necessary for the purpose of processing this application and/or monitoring the terms and conditions of the permit issued and any other applicable laws or ordinances.
5. Applicant and Property Owner have read the entire contents of the application, including the procedures and criteria, and understand the requirements for approving or denying the application.

SIGNATURE OF APPLICANT AND EACH OWNER OF THE SUBJECT PROPERTY

Applicant/Organizer Signature:  Date: 9-1-2017

Printed Name: Thomas McElroy Organization: SOAK LLC

Owner Signature: _____ Date: _____

Printed Name: _____

Owner Signature: _____ Date: _____

Printed Name: _____

Owner Signature: _____ Date: _____

Printed Name: _____

SHADED AREA TO BE COMPLETED BY PLANNING DEPARTMENT

Legal Parcel

Deed/Land Use Action: _____

☐ NO

☐ YES

Previous Map and Tax Lot: _____

Past Land Use Actions: If yes, list file #(s) _____

Still subject to previous conditions?

☐ NO

☐ YES

☐ NO

☐ YES

Zoning: _____

Environmental Protection Districts – List applicable EPDs:

- ☐ EPD # _____
☐ EPD # _____
☐ EPD # _____
☐ EPD # _____

Water Resources

Are there bodies of water on property or adjacent properties?

☐ NO

☐ YES

List: _____

- ☐ Fish bearing (100 ft buffer) ☐ Non fish bearing (50 ft) ☐ Not identified (25 ft)
☐ Irrigation ditch (50 ft buffer)

Access:

Property has a legal access from: _____

County or ODOT approach permit is required?

☐ NO

☐ YES

Address:

Address exists and has been verified to be correct?

☐ NO

☐ YES

Address needs to be assigned after approval?

☐ NO

☐ YES

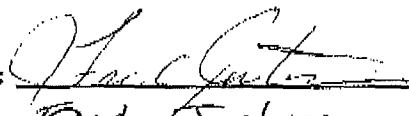
Pre-Application Conference Date & Time: _____

THE APPLICANT/PROPERTY OWNER SHALL CERTIFY THAT:

1. If the application is granted, Applicant will exercise the rights granted in accordance with the terms and subject to all the conditions and limitations of the approval.
2. Applicant will comply with all health and safety rules governing outdoor mass gatherings as adopted by the Oregon Department of Human Services and implemented through Wasco County's Land Use and Development Ordinance (LUDO) and other applicable regulations.
3. Applicant declares under penalties of false swearing (ORS 162.075 and 162.085) that all the above information and statements, site plan, attachments and exhibits transmitted herewith are true; and the applicants so acknowledge that any permit issued on the basis of this application may be revoked if it is found that any such statements are false.
4. Applicant and Property Owner hereby grant permission for and consent to Wasco County, its officers, agents and employees, as well as public health and fire control officers to come upon the above-described property to gather information and inspect the property whenever it is reasonably necessary for the purpose of processing this application and/or monitoring the terms and conditions of the permit issued and any other applicable laws or ordinances.
5. Applicant and Property Owner have read the entire contents of the application, including the procedures and criteria, and understand the requirements for approving or denying the application.

SIGNATURE OF APPLICANT AND EACH OWNER OF THE SUBJECT PROPERTYApplicant/Organizer Signature:  Date: 9-1-2017

Printed Name: Thomas McElroy Organization: SOAK LLC

Owner Signature:  Date: 9-14-17

Printed Name: Fred Justesen

Owner Signature:  Date: 9-14-17

Printed Name: Fred Justesen

Owner Signature: _____ Date: _____

Printed Name: _____

August 23, 2017

Dustin:

SOAK, LLC and Justesen Ranch submit this Outdoor Mass Gathering (OMG) Application for the SOAK*2018 art festival, scheduled from May 24-28, 2018. Please find enclosed the following materials:

1. Completed Application Form
2. Check for \$2500 application fee
3. Justesen Ranch Property Deed
4. Narrative for OMG Application, including attachments:
 - a. Attachment A: Bishop Sanitation Letter of Intent
 - b. Attachment B: Tygh Valley Water Letter of Intent
 - c. Attachment C: Gem Ice Letter of Intent
 - d. Attachment D: Crackerjack First Response Specialists Letter of Intent
 - e. Attachment E: Life Flight Network Letter of Intent
 - f. Attachment F: Vanguard Security Letter of Intent
 - g. Attachment G: SOAK*2018 Site Plan
 - h. Attachment H: SOAK*2018 Evacuation Plan
 - i. Attachment I: SOAK*2018 Traffic Control Plan
 - j. Attachment J: Affected Tax Lots

Please do not hesitate to reach out at any time with questions. I look forward to being in touch soon to confirm the scheduled Public Hearing date and time at your earliest convenience.

Warmly,

Xandra Green
Regional Contact, Burning Man Portland (on behalf of SOAK LLC)

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that JOHNNIE L. JUSTESSEN, hereinafter called the grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto FRED A. JUSTESSEN, hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Wasco and State of Oregon, described as follows, to wit:

An undivided one-half interest in and to that certain real property described in Exhibit A attached hereto and made a part hereof as if fully set out herein.

SUBJECT TO AND EXCEPTING:

1. The rights of the public in and to the portions thereof included within the boundaries of roads and highways.
2. The usual reservations as contained in patents issued by the United States of America.
3. Public utility easements including, but not limited to:
 - (a) Easement and right-of-way as granted to Pacific Power and Light Company by deed recorded in Deed Book 87, Page 349, which affects the South half of the southwest quarter of the Northeast quarter of Section 10. (Affects Parcel I)
 - (b) Telephone Line Right-of-Way Easement, Mountain Fir Lumber Co., Inc. to Telephone Utilities, Inc., recorded December 12, 1985, Wasco County, Oregon, Micro Film No. 85-2819. (Affects Parcels III & IV)
 - (c) Telephone Lien Right-of-Way Easement, Mountain Fir Lumber Co., Inc. to Telephone Utilities of Eastern Oregon, Inc., recorded August 3, 1988, Wasco County, Oregon, Micro Film No. 88-2247. (Affects Parcels II, IV & V)
 - (d) Telephone Cable Right-of-Way Easement, Mountain Fir Lumber Co., Inc. to Deschutes Telephone Company, recorded April 26, 1973, Wasco County, Oregon, Micro Film No. 73-0893. (Affects Parcel IV)
 - (e) Telephone Line Right-of-Way Easement, Mountain Fir Lumber Co. Tygh Valley Division to Deschutes Telephone Co., recorded July 30, 1991, Wasco County, Oregon, Micro Film No. 91-2539. (Affects Parcel IV)
4. As disclosed by the tax roll, portions of the real property described in Exhibit A have been zoned or classified for farm use. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$93,750.00.

IN WITNESS WHEREOF, the grantor has executed this instrument this 20 day of November, 1991.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

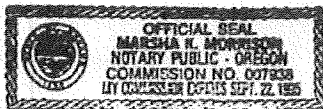
Jonnie L. Justesen

STATE OF OREGON }
County of Wasco } ss.
November 20, 1991

Personally appeared the above named JOHNNIE L. JUSTESSEN and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary 25:

Marsha K. Morrison
Notary Public for Oregon
My commission expires 9-22-95



After recording return to:

DICK & DICK
601 Washington St
The Dalles, OR 97058

Until a change is requested all tax statements shall be sent to the following address:

Fred A. Justesen
Grass Valley, OR 97029

914084

Microfilm No.

FILED WASCO CTY
THE DALLES, OR.

Nov 27 2 12 PM '91

K.A.
COUNTY CLERK
STATE OF OREGON
County of Wasco, OR

I certify that this document was received and recorded in the

DEED

records.
Karen H. LeBrun, County Clerk
By Ne Deputy
Return to

INDEXED

914084 (6)

EXHIBIT A

PARCEL I - CODY PROPERTY

Tract II, Wasco County Partition Plat
Filed by Mountain Fir Lumber Co., Inc.
Recorded as File No. 91-0010, July 17, 1991
More Particularly Described as:

A tract of land in the North one-half of Section 10, Township 4 South, Range 13 East, Willamette Meridian, Wasco County, Oregon, being more particularly described as follows:

Commencing at the southwesterly corner of the Plat of Juniper Addition in Wasco County, Oregon, said point being 30 feet easterly when measured at right angles from the centerline of the Old The Dalles-California Highway No. 197, now Wasco County Road No. 247, also known as Tygh Valley Road; thence North 32°52'13" East along the southerly line of said Plat of Juniper Addition 1.59 feet to a point being on the East side right-of-way of said Wasco County Road No. 247 on the tapered widening section of said road as deeded to Wasco County by instrument recorded Microfilm No. 78-0652, Microfilm Records for Wasco County, Oregon, said point further being 1,774.42 feet East and 169.56 feet South of the Northwest corner of said Section 10; thence along the line of the widened right-of-way of said County Road, South 48°22'08" East 84.98 feet to a point 40.00 feet easterly when measured at right angles from Engineer's Centerline Station as referred to in said conveying deed of widening of 38+50; thence continuing along said right-of-way 40.00 feet easterly of, when measured at right angles from and parallel with the centerline of said highway, South 42°39'30" East 346.08 feet to a 5/8" iron rod and true point of beginning of this description, said point being 2,072.46 feet East and 480.53 feet South of the Northwest corner of said Section 10; thence leaving said right-of-way North 44°46'14" East 746 feet, more or less, to the centerline of Tygh Creek; thence southeasterly and downstream along the centerline of Tygh Creek to its intersection with the East line of said Section 10; thence South along the East line of said Section 10 a distance of 800 feet, more or less, to the East one-quarter corner of said Section 10; thence westerly along said East-West centerline 2,280 feet, more or less, to an intersection with the easterly right-of-way line of said Old The Dalles-California Highway No. 197, now Wasco County Road No. 247, said point being South 89°54' East 300 feet, more or less, from the Center one-quarter corner of said Section 10; thence northerly along the easterly right-of-way line of said highway and county road 2,575 feet, more or less, to the point of beginning of this description.

TOGETHER WITH the Right of Way Easement granted by Wasco County to Mountain Fir Lumber Co., Inc. dated February 13, 1974 and recorded July 17, 1991 as Micro Film No. 91-2384, Wasco County Records.

EXCEPTING therefrom the following described nonexclusive perpetual road easement which is reserved to the Grantor, its successors and assigns, which easement shall be appurtenant to Tract I, Wasco County Partition Plat, filed by Mountain Fir Lumber Co., Inc., recorded as File No. 91-0010, July 17, 1991, Wasco County Records:

A strip of land 30 feet wide lying 15 feet on either side of the following described centerline:

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EXHIBIT A

Beginning at a point 2,072.46 feet East and 480.53 feet South of the Northwest corner of Section 10, Township 4 South, Range 13 East, Willamette Meridian, Wasco County, Oregon, thence North 44°46'14" East 12.64 feet to the true point of beginning of the centerline of this road easement; thence South 41°07'36" East 1,105.52 feet to a point; thence South 22°40'38" East 38.54 feet to the Easterly right-of-way line of the Old The Dalles-California Highway No. 197, now Wasco County Road No. 247, also known as Tygh Valley Road, and the termination of this road easement, EXCEPT any portion of the above-described road easement lying within the Old The Dalles-California Highway No. 197.

ALSO EXCEPTING therefrom that part conveyed to Wasco County by instrument recorded March 1, 1978 as Micro Film No. 78-0652, Wasco County Records.

ALSO EXCEPTING therefrom any part thereof lying Southerly of the most Northerly bank of the White River.

SUBJECT TO the rights of the Public in the roadway along the South boundary of the above described property.

PARCEL II - "FIVE ACRES SOUTH OF WHITE RIVER"

Beginning 802 feet North of the one-sixteenth section corner on the South boundary of the Southwest quarter of Section 10, in Township 4 South, Range 13 East of the Willamette Meridian. Running thence South 89° East a distance of 233 feet; thence South 60° East 449 feet; thence North 72° East 168 feet; thence North 31° East 100 feet, more or less, to the center of the channel of White River, thence following center of said channel, Northwesterly and upstream 968 feet to a point due North of the point of beginning; thence South 405 feet, more or less, to the point of beginning.

PARCEL III - "DUPLEX ACROSS WHITE RIVER"

Beginning at a point 22.14 chains North of the Southeast 1/16 corner of the West half of the Southeast quarter of Section 10, Township 4 South, Range 13 East of the Willamette Meridian; thence North 10.73 chains to center of White River; thence South 48° West 11.605 chains up White River; thence South 5° East 3.695 chains to center of road; thence North 85°11' East 8.345 chains to place of beginning, all in Section 10, Township 4 South, Range 13 East of the Willamette Meridian, SAVE AND EXCEPT that certain tract of land conveyed by Edwin S. Baxter and wife to Donald G. Iverson and wife, recorded in Book 113, Page 595, Deed Records of Wasco County, Oregon, as follows: Beginning at a point 1720 feet North of the Southeast 1/16 corner of the West half of the Southeast quarter of Section 10, Township 4 South, Range 13 East of the Willamette Meridian, said point being on the Northerly right-of-way line of The Dalles-California Highway; running thence North 450 feet to the center line of White River; thence South 48° West upstream along White River 500 feet to State Highway Bridge; thence Southeasterly along Northerly right of way line of The Dalles-California Highway 410 feet to point of beginning.

EXCEPTING Beginning at a point located North a distance of 1562.7 feet and East a distance of 15 feet, more or less, from the Southeast 1/16 section corner of the West half of the Southeast quarter of Section 10, Township 4 South, Range 13 East of the Willamette Meridian, in Wasco County, Oregon, which place of beginning is the Southeast corner of an existing fence on the Easterly and Southerly boundary of the property herein described; thence running West 111 feet, more or less, to the Easterly boundary of the Davidson Grade County Road No. 216, thence

914084 (4)

EXHIBIT A

Northerly along said boundary to the Southerly boundary of the Old The Dalles-California Highway, thence Northeasterly along the Southerly boundary of the Old The Dalles-California Highway 106.2 feet, more or less, to a point 3.1 feet North of the existing fence line, as extended, along the Easterly side of the property herein described, thence South following the existing fence line 70.6 feet, more or less, to the Southeast corner of the existing fence line on the Easterly and Southerly boundary of the property herein described and the point of beginning.

ALSO EXCEPTING, beginning at a point 22.14 chains (1,461.24 feet) North of the Southeast 1/16 corner of the West half of the Southeast quarter of Section 10, Township 4 South, Range 13 East of the Willamette Meridian; thence running North $117\frac{1}{2}$ feet; thence West 91 feet; thence South $122\frac{1}{2}$ feet; thence East 96 feet to the place of beginning, subject to an easement to the Pacific Power and Light Co.

ALSO EXCEPTING that property described in Bargain and Sale Deed, Mountain Fir Lumber Company to Wasco County, recorded November 22, 1982, Micro Film No. 82-2438.

PARCEL IV - "MAYFIELD PROPERTY"

The Northeast quarter of the northwest quarter of Section 15, Township 4 South, Range 13 East of the Willamette Meridian:

ALSO, beginning at the Southwest corner of the Southeast quarter of the Southwest quarter of Section 10, Township 4 South, Range 13 East of the Willamette Meridian and running thence North along the West line of said subdivision a distance of 594 feet; thence South $57^{\circ}18'$ East 93 feet; thence South $80^{\circ}20'$ East 143 feet; thence South $87^{\circ}31'$ East 231 feet; thence North $76^{\circ}00'$ East 166 feet; thence North $72^{\circ}00'$ East 168 feet; thence North $31^{\circ}00'$ East 100 feet, to the center of the channel of White River; thence Northeasterly and downstream along said channel, 1596 feet; thence leaving said channel and running South $05^{\circ}00'$ East 243.87 feet to the center of the County Road; thence North $85^{\circ}11'$ East 452.1 feet; thence South $02^{\circ}46'$ West 215.7 feet; thence East 107.25 feet to the East line of the Southwest quarter of the Southeast quarter of said Section 10; thence South $00^{\circ}11'$ West 1237.5 feet to the Southeast corner of said Southwest quarter of Southeast quarter; thence South $89^{\circ}58'$ West along the South lines of the Southwest quarter of the Southeast quarter and the Southeast quarter of the Southwest quarter of said Section 10, 2654 feet to the point of beginning.

EXCEPT the following described parcel which is reserved to the Grantor, its successors and assigns:

A tract of land in the Southwest one-quarter of Section 10 and the North one-half of the Northwest one-quarter of Section 15, Township 4 South, Range 13 East, Willamette Meridian, Wasco County, Oregon, being more particularly described as follows:

Beginning at the Southwest corner of the Southeast one-quarter of the Southwest one-quarter of said Section 10; thence North $00^{\circ}09'45''$ West at right angles to the South line of said Section 10 a distance of 45.77 feet; thence North $89^{\circ}50'15''$ East parallel with and 45.77 feet North of the South line of said Section 10 a distance of 1,108.90 feet; thence at right angles South $00^{\circ}09'45''$ East 737.42 feet; thence at right angles parallel with the North line of said Section 15, South $89^{\circ}50'15''$ West 1,108.90 feet; thence at right angles North $00^{\circ}09'45''$ West 691.65 feet to the true point of beginning of this description.

314084 (6)

EXHIBIT A

FURTHER EXCEPTING the following described perpetual road easement which is reserved to the Grantor, its successors and assigns, which shall be appurtenant to the above described excepted parcel:

A strip of land 30 feet wide lying 15 feet on either side of the following described centerline:

Beginning at a point on the East line of the above described tract, said point being North 00°09'45" West 225.45 feet from the Southeast corner of said tract, said point further being 212.77 feet South 89°50'15" West and thence 466.20 feet South 00°09'45" East of the North one-quarter corner of said Section 15; thence North 69°53'19" East 158.73 feet; thence North 77°08'43" East 106.80 feet; thence North 66°38'12" East 146.06 feet; thence South 88°40'01" East 73.51 feet; thence North 87°42'14" East 29.70 feet; thence North 47°12'53" East 28.18 feet; thence North 19°04'28" East 22.95 feet; thence North 00°51'19" West 28.80 feet; thence North 02°54'28" West 30.95 feet; thence North 07°01'38" West 125.55 feet; thence North 07°50'57" West 109.32 feet; thence North 09°11'50" East 106.92 feet; thence North 26°58'19" East 56.66 feet; thence North 33°41'43" East 89.60 feet; thence North 37°40'22" East 194.39 feet to the terminus of said centerline, said point being the northerly vacated terminus of Davidson Grade, Wasco County Road No. 216, as said road was vacated by Order of Wasco County Court dated September 25, 1974, said point of terminus further being described as being 386.86 feet North and 486.16 feet East of the North one-quarter corner of Section 15, Township 4 South, Range 13 East, Willamette Meridian, and at the point of intersection to a private road leading to the Glenn and Arlene Full residence.

The foregoing road easement reserved to Grantor, its successors and assigns, shall be nonexclusive and may be used by the Grantees, their heirs and assigns, for access to this Parcel IV, provided, however, Grantor, its successors and assigns, reserve the right to maintain a locked gate to control access to this road easement.

PARCEL V - "CARPENTER COURT"

Beginning 594 feet North of the 1/16 Section corner on the South boundary of the Southwest quarter of Section 10, Township 4 South, Range 13, East of the Willamette Meridian; running thence South 57°18' East a distance of 93 feet; thence South 80°20' East 143 feet; thence South 87°31' East 231 feet; thence North 76° East 166 feet, to a Pine tree, 14 inches in diameter; thence North 60° West 436 feet; thence North 89° West 233 feet to the West line of the Southeast quarter of the Southwest quarter of Section 10; thence South 178 feet to the point of beginning, containing 3.55 acres more or less. SAVE AND EXCEPT the parcel heretofore conveyed to Carl H. Miller and Elleraime Miller, his wife, as shown by deed recorded, Micro Film No. 66-0545, Wasco County, Oregon, March 15, 1966.

ALSO an easement 30 feet wide for a roadway; beginning at the Northwest corner of the above described tract and following the Northerly boundary of said tract to the Northeast corner thereof; and thence Easterly along the present used roadway to the County Road. This roadway to be used in common with others.

PARCEL VI - "GLENN T. FULL PROPERTY"

Northwest quarter of Northeast quarter of Section 15, Township 4 South, Range 13 East of the Willamette Meridian, in the County of

914064 (1)

EXHIBIT A

NOTARIAL PUBLIC

Wasco and State of Oregon; Also including vacated Davidson County Road, which was vacated by Order of the Wasco County Court dated September 25, 1974.

PARCEL VII - "PORTION OF MEYERS PROPERTY"

Beginning at a point 1,320.00 feet (80 rods) West and 1,237.50 feet (75 rods) North of the Section corner between Sections 10, 11, 14 and 15 in Township 4 South, Range 13 East of the Willamette Meridian; thence North 94.20 feet to a point; thence North 30°40'22" West 165.92 feet to a point; thence South 229.00 feet to a point; thence East 107.25 feet to the place of beginning; all in Wasco County, Oregon.

PARCEL VIII - "PECK PROPERTY"

The following described real property in Wasco County, Oregon:

The Southwest quarter of the Northeast quarter of Section 16, Township 4 South, Range 13 East of the Willamette Meridian, EXCEPT that portion lying South of the rimrock.

ALSO, the Southwest quarter of the Southwest quarter of Section 10; the Northwest quarter of the Northwest quarter of Section 15 lying North of the rimrock; the Northeast quarter of the Northeast quarter of Section 16 lying West of the rimrock, all in Township 4 South, Range 13 East of the Willamette Meridian, EXCEPTING THEREFROM that portion described in Deed, Paul Peck, et ux to Maria Peck, recorded December 1, 1969, Micro Film No. 69-2092, Wasco County, Oregon, TOGETHER WITH an easement thirty feet wide for a roadway beginning at the Southwest corner of that certain tract of land conveyed by Edwin B. Mayfield and wife to Neal W. Baker as recorded in Volume 113, Page 419, Deed Records of Wasco County, Oregon, and following the Southerly boundary line thereof to the Southeast corner thereof, and thence along the present used roadway Easterly to the County Road.

CERTIFICATES OF WATER RIGHT

TOGETHER WITH all of Grantor's right, title and interest in the following Certificates of Water Right relating to Parcels I, II, III, IV, V, VI and VIII. Grantor does not warrant the validity of these certificates of water right:

DATED	RECORDED IN STATE RECORD OF	
	WATER RIGHT CERTIFICATES	
	VOLUME	PAGE
1. April 30, 1979 Appurtenant to Parcel I	41	47965
2. April 30, 1979 Appurtenant to Parcel I	41	47968
3. November 14, 1958 Appurtenant to Parcels II, III, IV & V	17	24462
4. January 9, 1926 Appurtenant to Parcel VI	6	5768
5. January 6, 1960 Appurtenant to Parcel VIII	18	26405
6. October 17, 1960 Appurtenant to Parcels II, III, IV, V, VII and other property	20	27866

914084 (4)

EXHIBIT A

SOAK*2018 Outdoor Mass Gathering Permit Narrative

DATES: May 24-May 28, 2018

LOCATION: Justesen Ranch, 89720 Davidson Grade Rd, Tygh Valley

Water Supply (OAR 333-039-0015)	2
Drainage (OAR 333-039-0020)	3
Sewerage Facilities (OAR 333-039-0025)	3
Refuse Storage & Disposal (OAR 333-039-0030)	4
Food & Sanitary Food Service (OAR 333-039-0035)	5
Emergency Medical Facilities (OAR 333-039-0040)	5
Fire Protection and Prevention (333-039-0045)	6
Security Personnel (333-039-0050)	8
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SOAK, LLC (SOAK) provides the following information to demonstrate that SOAK will satisfy all applicable health and safety regulations governing outdoor mass gatherings (OMG).

Water Supply (OAR 333-039-0015)

(1) Required Amounts:

(a) A minimum of 12 gallons per person per day shall be available for the festival.

The requested 2018 maximum capacity is 1,800 people in total, over the course of the event. SOAK has contracted with Tygh Valley Water to provide access as needed to a 200,000+ gallons stored approximately 1 mile from the event site. SOAK has also contracted with Bishop Services to provide ~15 20-gallon hand washing stations to be serviced daily, stationed at each portable toilet bank, the medical station, and the ice vending station, for an additional ~300 gallons onsite. **See Attachment A, Bishop Services Letter of Intent, and Attachment B, Tygh Valley Water Letter of Intent.**

In addition, SOAK requires that each participant bring enough water for the duration of the event (i.e. 2 gallons per person per day) to meet the requirements, as stated in the Burning Man 10 Principles: (<http://burningman.org/culture/philosophical-center/10-principles/>)

Staff and participants used 0 gallons of the contracted water supply in 2015, 2016 and 2017.

(b) Storage facilities equal to one day's total water usage shall be provided, unless a greater or lesser amount, with a minimum of five gallons per person per day, is determined by Wasco County as sufficient or necessary.

In the 2017 OMG permit for SOAK, the County found that the storage and access plan described in section OAR 330-339-0015(1)(a) could satisfy this rule.

(c) A Wasco County approved well or water system may be used as a source of water, or in addition to Wasco County approved outside source.

Tygh Valley Water is a County-approved water source and will provide the festival with water required under this rule.

(d) An amount of water equal to one day's total usage requirements shall be kept in reserve at all times.

The County has previously found that OAR 330-339-0015(1)(b) and (1)(d) work together to ensure that adequate water is available for the festival. The County has found that "in reserve at all times" means 'readily available for use' but does not require that the water be stored onsite. Because Tygh Valley Water can provide 200,000+ gallons on an on-call basis, the County may find that this rule is satisfied.

Subpart (2) Bacteriological and Chemical Requirements.

This subsection of the rule requires that all drinking water be subject to testing and meet certain substance concentrations. SOAK, working with Tygh Valley Water District, will ensure that the Drinking Water Hauling Guidelines designated by Oregon Health Services are followed.

Subpart (3) Construction, Maintenance, and Design.

This subsection of the rule requires that the water supply system be constructed in a certain manner and with certain materials. Because SOAK does not utilize a water distribution system, the County may find that this rule does not apply.

Drainage (OAR 333-039-0020)

Justesen Ranch has previously been inspected by North Central Public Health District (NCPHD) and deemed to have proper and adequate drainage. It has also been found that Justesen Ranch has proper and adequate erosion control on site, including but not limited to protection from automotive and pedestrian traffic. Furthermore, Justesen Ranch has implemented and continues to implement best practices from its Agricultural and Recreation Management Plan.

Participants are prohibited from dumping materials including gray water, waste, or human waste onto the property surface or into the White River. If participants are found violating this rule, they will be ejected from the event. Participants must remove all waste, including gray water, when they exit the event. SOAK is a Leave No Trace event, as described in the Burning Man 10 Principles:

http://www.burningman.com/whatisburningman/about_burningman/principles.html

Sewerage Facilities (OAR 333-039-0025)

The only sections of this rule that apply to the Festival are subparts (3) and (4). SOAK is contracted with Bishop Sanitation for onsite sanitary facilities (e.g., portable toilets and handwashing stations); therefore, 333-039-0025(1) and (2) do not apply.

(3) Number and Location of Toilets and Privies

SOAK does not separately designate camping areas and planned activity areas; toilet placement will be in accordance with anticipated crowd concentration in each area of the festival site. Based on an 1,800-person maximum capacity, SOAK will provide approximately one toilet per 50 people with 1 hand-washing station at each toilet bank, which exceeds the 7 toilets per 800 people (or one toilet per 114 people) required by code Subpart B, Section (a). 40 or more portable toilets with hand sanitizer in each unit will be set up in banks, and 1 portable 20-gallon hand-washing station will be provided per bank. An appropriate amount of units will be ADA-compliant, including one toilet stationed next to the Medical tent. Each portable toilet and handwashing station will be pumped at least once per day.

SOAK does not provide greywater disposal services to participants. Participants must remove all waste, including gray water, when they exit the event. SOAK is a Leave No Trace event, as described in the Burning Man 10 Principles:

http://www.burningman.com/whatisburningman/about_burningman/principles.html

For these reasons, the County may find that SOAK LLC will meet the applicable requirements in OAR 330-039-0025.

(4) Liquid Wastes not Containing Human Excreta:

Food and liquor vendors are not allowed at the event, and SOAK does not provide shower facilities. SOAK does not provide greywater disposal services to participants. Participants must remove all waste, including gray water, when they exit the event. SOAK is a Leave No Trace event, as described in the Burning Man 10 Principles:

http://www.burningman.com/whatisburningman/about_burningman/principles.html

Refuse Storage & Disposal (OAR 333-039-0030)

This rule imposes 3 requirements for storing and disposing of refuse and solid waste:

(1) All refuse and solid waste shall be stored in fly-tight containers constructed of impervious material.

(2) Containers for refuse and solid waste storage shall be provided at a minimum ratio of one 30 gallon container for each 16 persons or fraction thereof anticipated or one cubic yard of container capacity for each 125 persons or fraction thereof anticipated.

(3) All refuse and solid waste shall be removed from storage containers at least once every 24 hours and transported and disposed of in a manner which is authorized and complies with state and local laws, ordinances and regulations.

In its 13-year history SOAK has never offered public refuse collection services. Although we operated with a 30-yard dumpster in 2015 and a 10-yard dumpster in 2016 and 2017, neither was publicly offered and neither was used. SOAK is a Leave No Trace event, as described in the Burning Man 10 Principles, and each participant is responsible for packing out what they pack in: http://www.burningman.com/whatisburningman/about_burningman/principles.html

In all previous years, event staff performed a sweep of the property before the event, bagging and removing existing debris in order to fulfill its role as stewards of the Justesen property. We will be repeating our pre-event site sweep for the 2018 event.

All participants are required to collect all of their own refuse in fly-tight containers made of impervious material. They are also required to perform a detailed search of their camp and surrounding areas for debris, referred to as "Matter Out of Place" (MOOP). Education about these participant responsibilities is performed before the event via the SOAK Survival Guide, SOAK website and SOAK Facebook event page, and during the event via face-to-face discussion

with event staff and volunteers. Because the principle of Leave No Trace is highly valued, event attendees not only look after their own camps, but typically don't hesitate to educate other attendees as needed.

After the event is over, SOAK employs an all-volunteer Leave No Trace team of approximately 20 volunteers that performs a line sweep of every accessible area of the event space. Its role is to collect debris that might have been left behind by participants or prior events utilizing the land. Everything collected is bagged, sorted, and either disposed or recycled in Portland, OR.

In the words of the landowners in 2015 and again in 2017, SOAK 'left the property cleaner than [we] found it'.

The dumpster contracted for SOAK*2015 did not require servicing and was entirely empty at pickup.

The dumpster borrowed from Fred Justesen for SOAK*2016 and SOAK*2017 was not used by staff or participants.

Given the nature of the SOAK festival, its ongoing efforts to inform and educate participants, and demonstration of its adherence to Burning Man's Leave No Trace principle, we ask that the county find that requirement (1) is satisfied, and that requirements (2) and (3) be waived for SOAK*2018.

Food & Sanitary Food Service (OAR 333-039-0035)

SOAK, LLC will re-sell packaged ice for food and medical safety purposes at this event; vending of any other type is prohibited. Ice will be pre-packaged and delivered to the site and stored in a refrigerated trailer provided by Gem Ice of The Dalles, OR. **See Attachment C, Gem Ice Letter of Intent.**

Emergency Medical Facilities (OAR 333-039-0040)

SOAK will utilize the same emergency medical control plan as in 2017. SOAK has again contracted with Adventure Medics for medical/crisis coverage during the event. These services will be available via a centrally located and clearly marked medical tent provided by Adventure Medics. Adventure Medics staff will be on duty at all times during the event, augmented by volunteer medical staff whose primary purpose is to roam the event site to provide proactive response to real or impending medical issues. SOAK's contract with Adventure Medics will satisfy all of the requirements set forth in OAR 330-039-0040(1)-(5). **See Attachment D, Adventure Medics Letter of Intent, which provides additional detail.**

Section (6) Communication, either telephone or radio-telephone, shall be provided to summon aid or notify the nearest hospital, law enforcement, or fire protection agency, as required.

SOAK utilizes UHF radios for onsite communications, and has telephone access, VOIP access, and access to Oregon Amateur Radio Output (Ham Radio).

Section (7) Ambulances shall be provided at the outdoor mass gathering for emergency evacuation of sick and injured persons at a ratio of one ambulance for each 10,000 persons anticipated or fraction thereof.

Adventure Medics and SOAK will coordinate with Life Flight Network to provide air ambulance services. We will be using the same Landing Zone (LZ) as last year, located at the Tygh Valley Community Center at 57594 Tygh Valley Rd, 97063. The coordinates will be provided to Life Flight in advance of the event. **See Attachment E, Life Flight Network Letter of Intent.**

Basic life support transport services will be provided by local ambulance service providers. Local 911 emergency responders involved in this plan include but are not limited to:

- South Wasco County Ambulance
- Tygh Valley Fire
- Wamic Fire
- Maupin Ambulance
- Dufur Ambulance
- Dufur Fire

Fire Protection and Prevention (333-039-0045)

(1) Each camping space shall be a minimum of 1,000 square feet or large enough to accommodate a parked camping vehicle, tent vehicle or tent, as the case may be, and to maintain at least 15 feet separation from any other camping vehicle, tent vehicle or tent, building, structure, or property line.

The authorities having jurisdiction are Tygh Valley VFD (north end) and Juniper Flats VFD (south end). SOAK will work with these districts to determine safe roadway access and fire prevention plans, including during scheduled ceremonial burns.

The event will not exceed the requested capacity of 1,800 participants and will allocate camping space to registered campers. Camp space is allocated depending on the number of planned participants and layout design of their camps. Given that many SOAK attendees camp in small groups with shared infrastructure, SOAK demonstrates compliance with subpart (1) using the 1,000 square feet per camping space requirement:

Total Space Calculations:

Total area suitable for camping = 43.3 acres (1,886,148 ft²)

Maximum attendance = 1800

Minimum space per person = 1048 ft² (allowing for 2096 two-person camps)

SOAK disallows “car camping”, which is defined as sleeping in a vehicle not designed for camping. Passenger vehicles not explicitly approved for festival access will be parked in a separate parking area adjacent to the festival Gate and Box Office.

(2) The organizer shall secure a written statement from the local fire protection agency having jurisdiction that fire protection complies with state and local laws, ordinances, and regulations, and is satisfactory with respect to anticipated crowds and location of the outdoor mass gathering.

The authorities having jurisdiction are Tygh Valley VFD (north end) and Juniper Flats VFD (south end). SOAK will work in conjunction with these districts to determine safe roadway access and fire prevention plans, including during scheduled ceremonial burns.

In addition to the requirements outlined in Sections (1) and (2), SOAK utilizes the following tools to prevent or maintain small unplanned fire incidents, if they occur:

- 4 wildland water backpacks
- 1 2-person ATV
- 1 Type 5-equivalent wildland fire engine (400+ gal., 100+ psi, 50+ gpm)
- 15 5-lb Class ABC fire extinguishers
- 1 CO2 Class C fire extinguisher

SOAK staffs a Volunteer Fire Safety Team that has been trained to use all onsite equipment. The fire safety team is present for and oversees all scheduled burns, and is on standby for any unplanned incidents.

In 13 years, SOAK has had zero fire-related incidents.

The Justesen Ranch offers three fully irrigated fields. The largest of these fields is where SOAK stages its scheduled burns. The field is located just south of Davidson Grade Road and is accessible by vehicle, including Emergency and Fire Equipment. This field offers the furthest travel distance from any dry crop fields, and is the area with the fewest amount of trees on the property. SOAK utilize the same ‘burn scars’ year after year to minimize impact to the Justesen Ranch.

In 2016 and 2017, SOAK increased its fire perimeter personnel and water trailer towing capacity. This capacity will be matched or increased in 2018.

Security Personnel (333-039-0050)

(1) The organizer shall maintain an accurate count of persons attending the outdoor mass gathering and shall provide adequate security arrangements to limit further admissions to the outdoor mass gathering when the anticipated number of persons have been admitted.

SOAK maintains a staff of internally trained peer-security resources, all of whom are equipped with radios to call for assistance if needed. Peer-security staff work in greater numbers during peak event hours, but have a minimum number on shift at all times:

- Peer (Internal) Event Security, "Rangers": *(8-18 on shift at all times)*. Specialized internal agency trained in conflict resolution, event resource education, law enforcement interactions, and chemically or mentally altered crisis care.
- Peer (Internal) Event Security, "Gate & Parking": *(4-16 on shift at a time)*. Specialized internal agency trained in event admission security, ID checks and wristband application, vehicle inspections (for contraband) and trespassing escalation (to event management, DPSST Security, and Law Enforcement when needed).
- Peer (Internal) Event Security, "Medical": *(4 on shift at a time)*. Volunteer medical staff who patrol the event site to assist contract Medical Services, trained in conflict resolution, and experienced in dealing with people in crisis.
- Peer (Internal) Event Security, "Event Management": *(3-4 on shift at all times)*. Event management staff all have prior experience working with Rangers and/or Gate groups.
- Unarmed DPSST Security Staff *(6 on shift at all times)*. This includes 1 DPSST Security Supervisor who is the primary contact for local law enforcement.

TOTAL CURRENT INTERNAL SECURITY RATIO: between 1:40 and 1:85 at all times

SOAK will have at least one (1) DPSST Certified Security Supervisor on shift at all times, as a point of contact for Law Enforcement who can be reached 24 hours per day during the entire event. In the event that a Law Enforcement response is needed, SOAK event management and the DPSST Security Supervisor will meet law enforcement at the central Medical / Operations HQ.

SOAK is utilizing the same security plan that was approved in 2017.

See Attachment F: Vanguard Security Letter of Intent

(2) The organizer shall secure a written statement from the chief law enforcement officer of the county in which the outdoor mass gathering is to take place that arrangements for security and the orderly flow of traffic to and from the outdoor mass gathering complies with state and local laws, ordinances, and regulations, and is

satisfactory with respect to anticipated crowds and location of the outdoor mass gathering.

SOAK is utilizing the same traffic management plan that was approved in 2016. We provided this year's security plan to Chief Deputy Chris McNeel via email on 10/3/2016 and no comments or concerns were expressed.

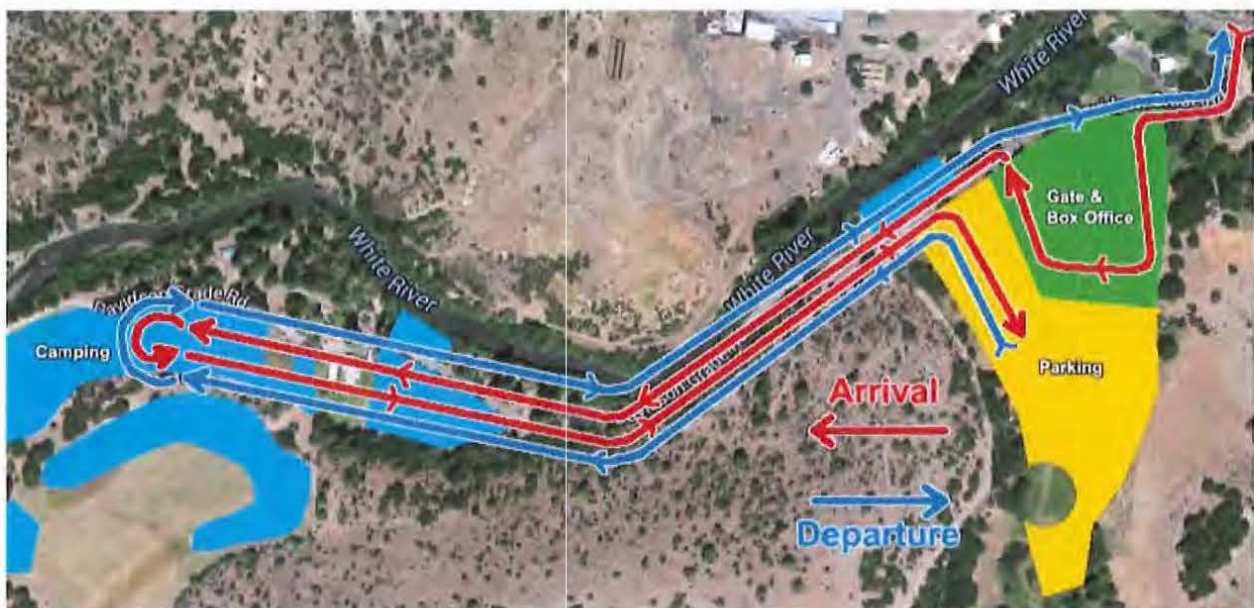
Traffic (OAR 333-039-0055)

This rule requires that SOAK satisfy 6 requirements. There have been no changes to the existing roadways that would prevent SOAK from demonstrating compliance. SOAK will use the same system as in 2015 and 2016:

1. We will encourage traffic to use OR-197 and turn at the southern intersection with Tygh Valley Road to discourage traffic through town and school zones.
2. MUTCD-approved signs placed at the south and north intersections of Tygh Valley Road and OR 197; signs will not impair the vision of drivers on the road.
3. Once on Tygh Valley Road, vehicles turn onto Davidson Grade Road and directed into the staging area on the event site property.
4. The event entrance will be clearly designated and well-lit at night, and will include multiple vehicle staging lanes to ensure no traffic backs up onto Davidson Grade Road or Tygh Valley Road.

In compliance with Sections (1), (2), (3), (4), and (5), SOAK has prepared a Traffic Control Plan demonstrating vehicle ingress and egress before, during and after the event. All roads have been previously graded by the municipality of Tygh Valley, OR and Wasco County, OR:

- US-197, a State of Oregon-maintained highway
- Tygh Valley Road, a Wasco County-maintained roadway
- Davidson Grade Road, a Tygh Valley, OR-maintained roadway for .24 miles, after which it becomes a private road maintained by deed holder & property owner Fred Justesen



(5) The organizer shall acquire approval from the local agency having jurisdiction for fire safety that the minimum width of all roads complies with state and local laws, ordinances, and regulations, and is satisfactory with respect to anticipated crowds and locations of the outdoor mass gatherings.

In Section (6), SOAK is required to provide a total of 135,000 square feet for parking to accommodate a maximum capacity of 1800 people (or approx. 3.1 acres). Based on historical parking data at this event site, we expect no more than 750 vehicles on site at peak hours.

SOAK*2017 participants brought approximately 800 vehicles.

Attachment A: Bishop Services Letter of Intent



Bishop Services, Inc.
Contract & Compliance Office
221 W. Main (P.O. Box 11)
Goldendale, WA 98620

24hr. 800.443.3473
Office: 509.773.4707
Fax: 509.773.5752
Website: bishopsanitation.com

July 27, 2017

SOAK, LLC
Portland Regional Burn event
producers@burningmanportland.com

Att: Melissa Casburn

RE: SOAK Portland Regional Burn 2018

Bishop Sanitation, Inc. intends to provide equipment and event support services for SOAK 2018 upon entering into a contractual agreement.

Bishop will meet or exceed the event requirements by providing at least (36) standard portable toilet units, (3) ADA compliant portable toilet units, (13) portable hand wash stations, and (4) four-station urinals to service the anticipated 1500 attendees, May 24-28, 2018.

Additionally, each portable toilet and hand-wash unit will be serviced at least once per day.

(2) 300 gallon greywater holding tanks will be supplied. These holding tanks will be serviced at least once per day by Bishop Sanitation, Inc. with the wastewater trucked off-site for disposal at a licensed facility. Additional holding tanks available upon request with five working days' notice.

We look forward to once again partnering with your organization. If you have any questions or comments, please contact Carrie House or myself at (509) 773-4707.



Sincerely,

Lisa Cunningham

Lisa Cunningham
Director of Business Development
lisa@bishopholdings.biz

Carrie House
Director of Contracts & Compliance
clysh@bishopservices.com

Attachment B: Tygh Valley Water Letter of Intent

 **JERRY TRIPP** <tvguytripp@hughes.net> Jul 30 (2 days ago)
to Melissa 



Melissa,

Yes the Tygh Valley water Dist. Will provide potable and non-potable water requirements for the 2018 SOAK gatherings in south Wasco Co, if needed approximately 21,600gal per day, May 24th thru may 28th 2018,

Gerald Tripp
Dir.
Tygh Valley water Dist.

Attachment C: Gem Ice Letter of Intent



Josh McNerney

Gem Ice, LLC

3003 East 2nd Street
The Dalles, OR 97058

(541) 296-5386
Info.gemice@gmail.com

8/7/2017

Dear Valued Customer,

At this time Gem Ice intends to service your event (SOAK Festival) in Tygh Valley, Oregon during the week of May 24-28 of 2018.

Please inform us ahead of time about any changes to planning or special requests that may arise.

Thank you for your loyal patronage.

Sincerely,

Josh McNerney

Manager
Gem Ice, LLC

Attachment D: Adventure Medics Letter of Intent



EXPERIENCED...PROFESSIONAL...RELIABLE

To Whom it may Concern,

This letter is to inform interested parties of our intent to provide medical services during SOAK Festival to take place on May 24-28, 2018.

Adventure Medics is an ALS transporting agency based in Bend, OR. We cover events ranging from festivals, concerts, ultramarathons, and wildland fires throughout Oregon. Our staffing includes EMTs, Paramedics, Nurses, and Emergency Room Physicians.

We are fully covered with liability, malpractice, and workmans comp insurance. Backed by a physician with standing orders like other ambulance agencies in the state.

For SOAK we will be providing our 40' mobile intensive care unit staffed with a Paramedic lead and two EMTs. Included with the unit will be our "mini ambulance" this UTV has been converted to safely transport patients to meet with our on-site ambulance. Both the care unit and the mini ambulance are equipped above and beyond what is standard on an ALS ambulance.

Our ALS ambulance will also be on site to handle emergency transports to the hospital.

Staffing will be on duty 24 hours a day and will include a minimum of 6 medical providers.

If you have any questions on our capabilities or standards please do not hesitate to contact us.

Sincerely,

Matt Sabelman

541-639-9993

Matt@advmedics.com

Attachment E: Life Flight Network Letter of Intent



22285 Yellow Gate Lane, Suite 102
Aurora, Oregon 97002
Office (503) 678-4364
Fax (503) 678-4369

August 15, 2017

Chris Schneider and Melissa Casburn
Burning Man Portland/SOAK, LLC
555 SE 99th Ave. Ste. 201
Portland, OR 97216

Chris and Melissa,

Life Flight Network is happy to provide our services for your event from May 24-28, 2018. Our understanding is that you need to have ALS transport services available in the case of a medical emergency that requires immediate transport to the closest most appropriate facility.

Our Services in the Region

Life Flight Network has an Airbus H135 helicopter and an AgustaWestland Koala 119 helicopter available in the region. Our closest aircraft is based in Dallesport, WA. This flight time for this helicopter to 89720 Davidson Grade Road Tygh Valley, OR is 14 minutes. The second helicopter in the region is in Redmond, OR and would have a 30 minute flight time. The critical care crews on these aircraft consist of a nurse and a paramedic.

Patients are generally transported to the closest most appropriate facility. From Tygh Valley, we would most likely transport to The Dalles, Portland, or Bend, depending upon the patient's unique circumstances.

Pricing

Burning Man Portland/SOAK, LLC will incur no charges for utilizing Life Flight Network during this event. We typically respond from our base location when requested. We bill the patient directly, a base fee plus a per loaded mile fee. We do have a membership program available for purchase that would result in no out-of-pocket expenses for a patient. If you would like to make this available for your participants I can get you further details.

Availability

We cannot guarantee availability, especially when considering factors beyond our control (on another flight, weather, unpredictable maintenance, etc.). In the event both Dallesport and Redmond are busy or otherwise unavailable, we have additional resources we could utilize in Aurora, La Grande, and Pendleton.

Please let me know if we can provide additional information. As we get closer, I'd like to discuss the specific logistics of utilizing LFN (how to contact us, how we will communicate once we're in the air, and where we will land).

Thank you,

Jacob Dalstra
Regional Director
(360) 241-8985

Attachment F: Vanguard Security Letter of Intent



921 SW 6th Ave Suite#3033
Portland, Oregon 97204-1202
www.vanguard-security.com

Letter of intent
Re: SOAK 2018

We are providing security for SOAK, Thurs May 24th, to Monday May 28th, 2018. We will be providing 24hr security coverage on the event perimeter, gate and patrols throughout.

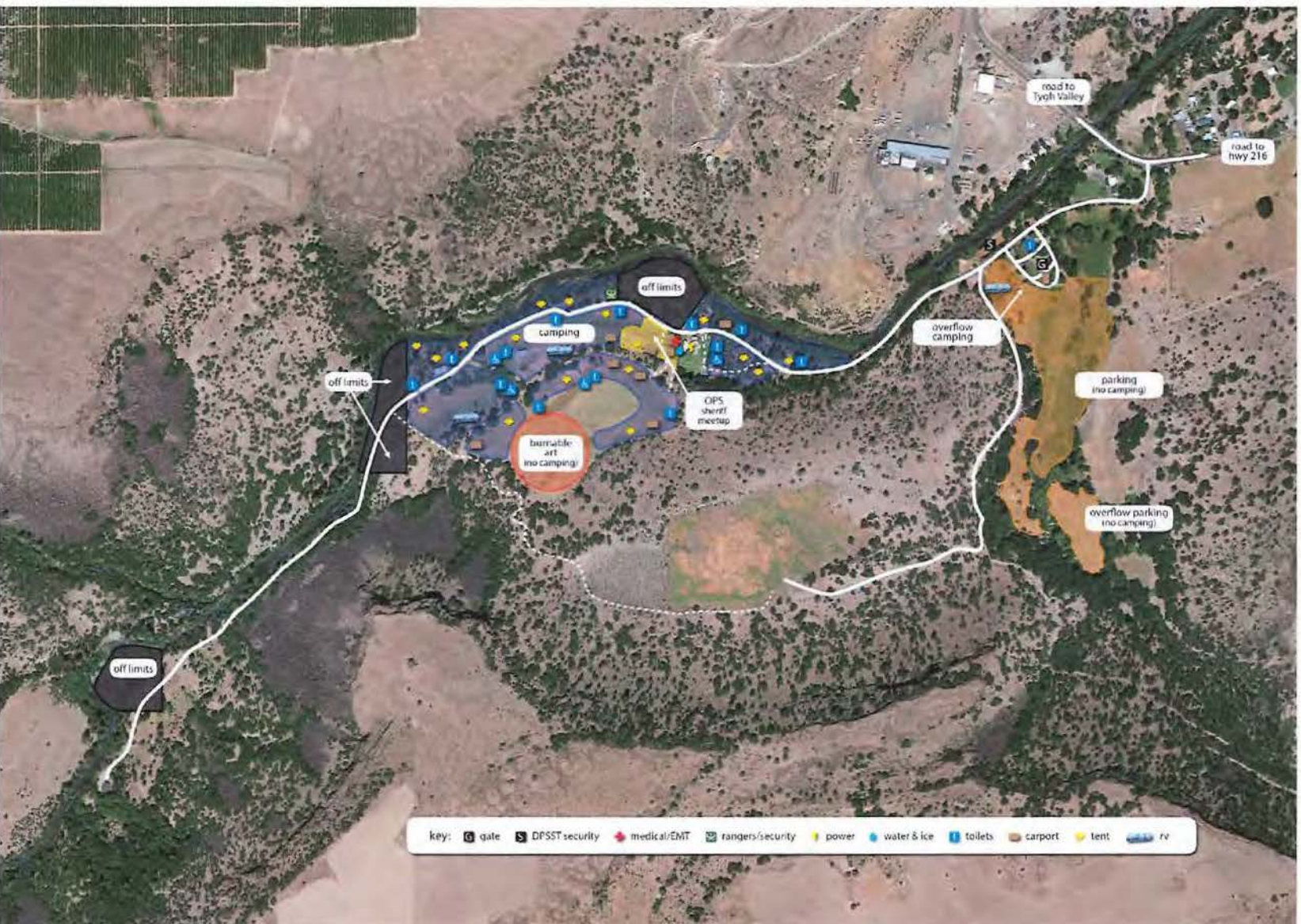
Our security staff and supervisors are all DPSST certified and have extensive experience in event and festival security. We thoroughly understand the unique challenges and concerns at all types of events, and are confident that this event will go very smoothly.

Looking forward to SOAK 2018

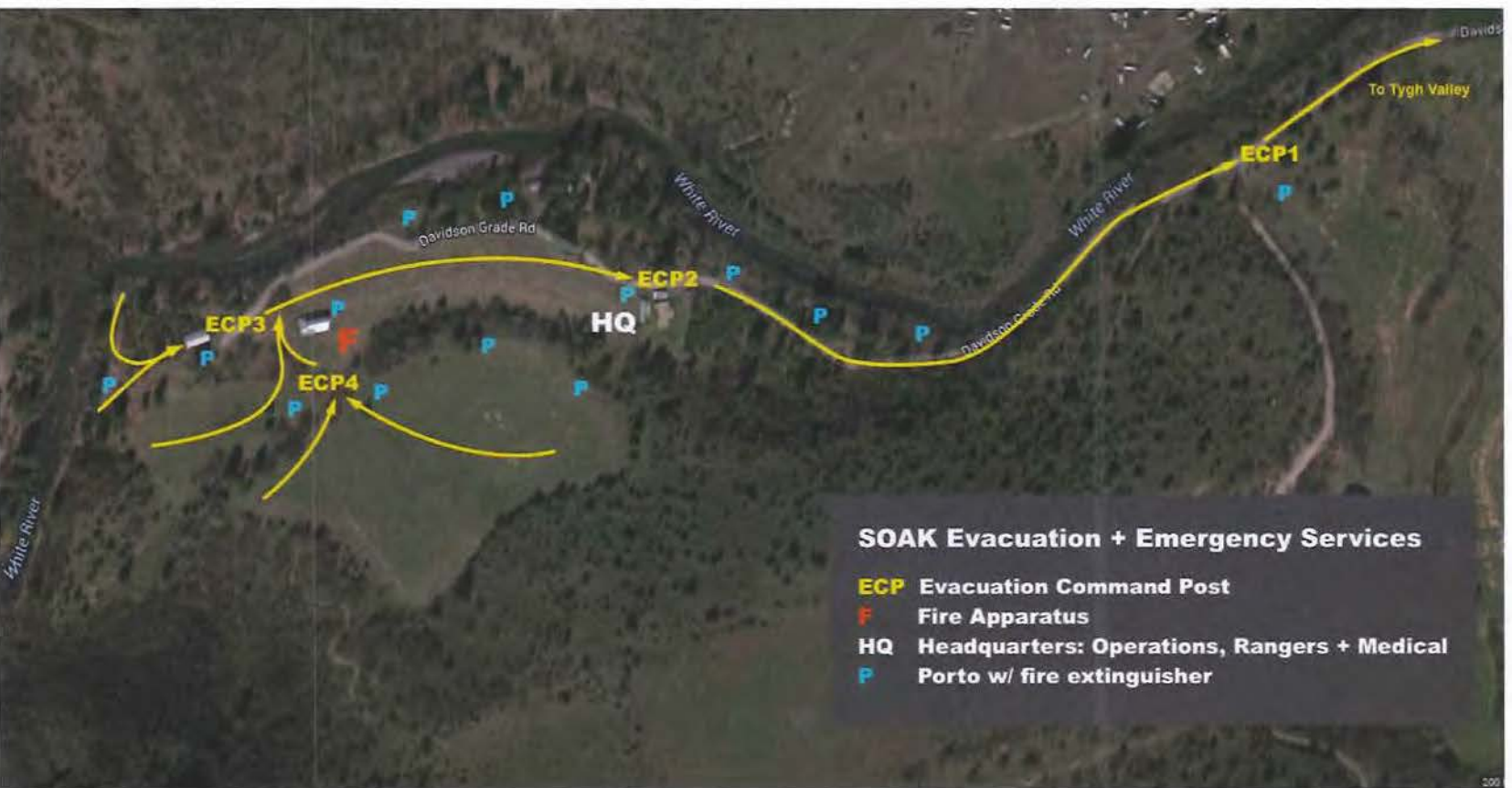
A handwritten signature in black ink, appearing to be "EH" or "Eric Hartmann", written in a cursive style.

Eric Hartmann
Security Supervisor
DPSST PSID#55208
Phone: (503) 272-1224
Email: erik@vanguard-security.com

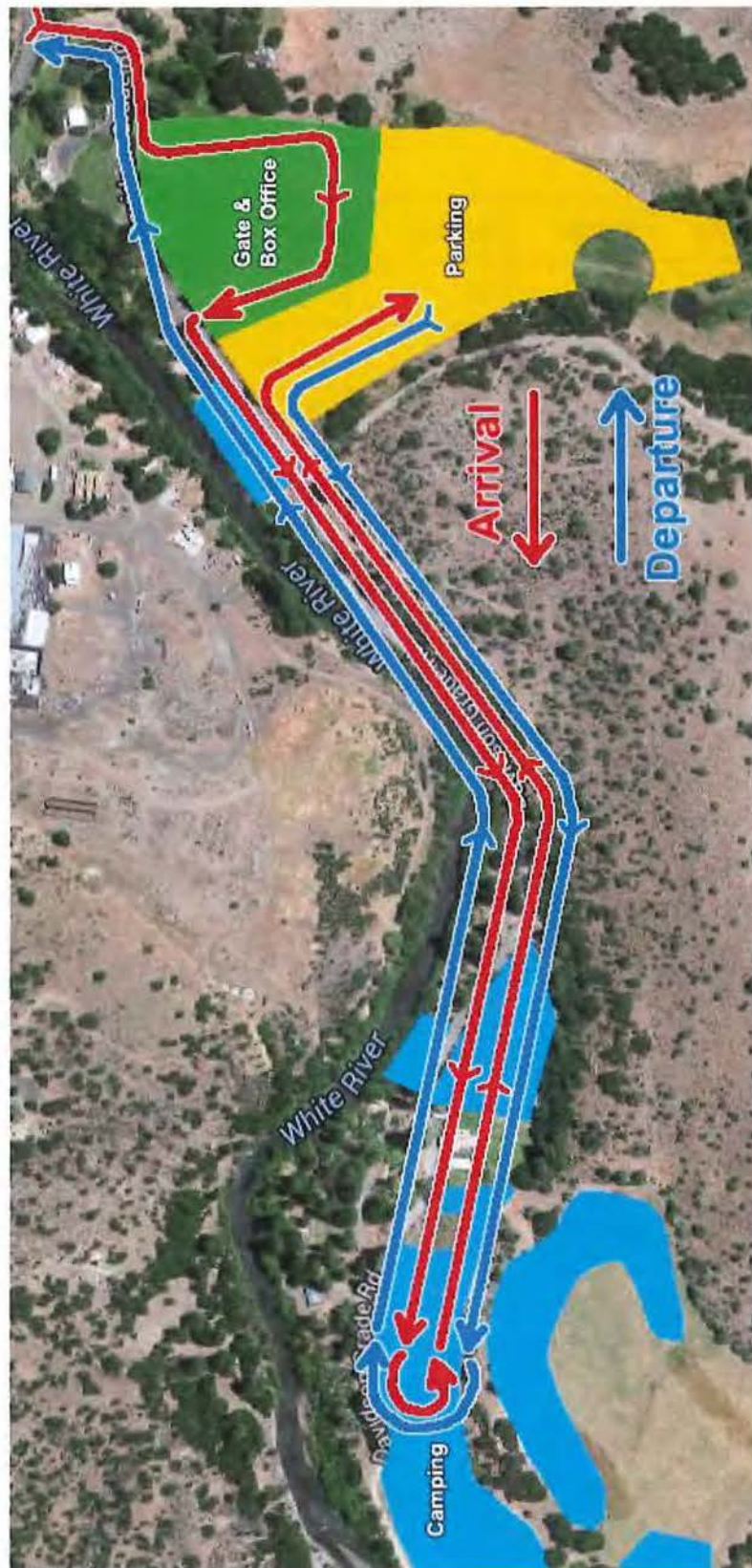
Attachment G: SOAK*2018 Site Plan



Attachment H: SOAK*2018 Evacuation Map



Attachment I: SOAK*2018 Traffic Control Plan



Attachment J: Affected Tax Lots

Primary address associated with tax lots:

89720 Davidson Grade Rd.

Tygh Valley, OR 97063

Tax Lot	Township	Range	Section	Acres
800	4S	13E	10	126.06
2200	4S	13E	16-15	163.62
401	4S	13E	10	77.31
100	4S	13E	15	67.29



PLANNING DEPARTMENT

2705 East Second Street • The Dalles, OR 97058
p: [541] 506-2560 • f: [541] 506-2561 • www.co.wasco.or.us

Pioneering pathways to prosperity.

SUMMARY OF INFORMATION

Prepared for Wasco County Board of Commissioners Hearing

FILE # PLAOMG-17-09-0003

HEARING DATE: December 6, 2017

PUBLISH DATE: November 26, 2017

REQUEST: Outdoor Mass Gathering permit for a camping and art festival entitled "SOAK 2018," (also known as "Burning Man Portland") to be held May 24-28, 2018. Estimated attendance is 1,800 including staff and volunteers.

RECOMMENDATION: **Approval**, with conditions

APPLICANT/OWNER INFORMATION:

Applicant: SOAK, LLC, 555 SE 99th Ave. Ste. 201, Portland, OR 97216

Owner: Fred Justesen and Jonnie Justesen, Justesen Ranch Recreation, 59720 Twin Lakes Road, Grass Valley, OR 97029.

PROPERTY INFORMATION:

Located in the White River Canyon, along Jake Davidson Grade Road, immediately south of Tygh Valley, Oregon. More specifically described as:

<u>Existing Tax Lots</u>	<u>Acct#</u>	<u>Acres</u>
4S 13E 10 800	10464	126.06
4S 13E 15 100	10445	67.29
4S 13E 0 (15-16) 2200	12314	163.62

ATTACHMENTS:

Prepared by Dawn Baird, Associate Planner

- A. Options & Staff Recommendation**
- B. Recommended Conditions**
- C. Maps (vicinity map and site plan)**
- D. Staff Report**

ATTACHMENT A – OPTIONS & STAFF RECOMMENDATION

Under ORS 433.750, the Board of County Commissioners is the only body authorized to issue an outdoor mass gathering permit in Wasco County. While Wasco County has exercised its authority to expand the definition of outdoor mass gathering, the only applicable regulations are those contained in ORS 433.735 to 433.770 and OAR 333 Division 39.

The following Staff Report provides important background information and addresses the applicable standards. After reviewing the applicable regulations, Staff has identified the following four options for consideration by the Board of County Commissioners.

Board of County Commissioner Options:

1. **Approve** the application for an Outdoor Mass Gathering, and accept the proposed conditions and findings contained in the Staff Report.
2. **Approve** the application for an Outdoor Mass Gathering with amended findings and conditions.
3. **Deny** the application with amended findings that the request does not comply with the applicable health and safety regulations contained in ORS 433.735 to 433.770 and OAR 333 Division 39
4. **Continue** the hearing, to a date and time certain, if additional information is needed to determine whether applicable standards and criteria are sufficiently addressed.

Staff Recommendation:

Staff recommends **Option 1** – Approve the application for an Outdoor Mass Gathering, and accept the proposed conditions and findings contained in the Staff Report (**Attachment D**).

ATTACHMENT B – RECOMMENDED CONDITIONS

The full staff report with all proposed findings of fact and conclusions of law is enclosed as **Attachment D** and was available at the Wasco County Planning Department for review one week prior to the December 6, 2017, public hearing. The full staff report is made a part of the record. This summary does not supersede or alter any of the findings or conclusions in the staff report, but summarizes the results of Staff's review and recommendation. The request and subsequent decision do not constitute land use decisions, as governed by Oregon law. All applicable standards are addressed in **Attachment D**.

Subject to the proposed findings contained in **Attachment D**, Staff recommends the following **conditions of approval**:

- A. Applicant and property owners shall comply with the application as reviewed and approved by the staff report, which is available at the Wasco County Planning Department. This report details the restrictions on aspects of the proposed event including but not limited to location, dimensions and use. This decision does not constitute tacit approval for any other development or use.
- B. **Attendance**: Maximum attendees for SOAK 2018 shall be 1,800, including staff and volunteers necessary to operate the event safely and effectively.
- C. **Insurance**: Applicant shall submit proof of a Commercial General Liability Insurance policy of not less than \$1,000,000 specific to SOAK 2018, naming Wasco County, its officers, agents, volunteers, and employees as an additional insured for the duration of the event and event clean up.
- D. **Water Supply**: Applicant shall comply with OAR 333-039-0015 requiring that 12 gallons of water are available per person, per day of the event and 5 gallons of water are stored per person, per day of the event. Any testing and hauling of drinking water shall be consistent with the *2008 Drinking Water Hauling Guidelines* and is coordinated with the North Central Public Health District. To meet this requirement, the applicant has proposed meeting part of the 5 gallon/person/day requirement by requiring that event participants bring their own water (at least 2 gallons/person/day), supplying 15 20-gallon hand washing stations (to be serviced daily), and providing a 3,000 gallon water truck on site daily, provided by Tygh Valley Water.
- E. **Water Quality**: All transport of water shall follow the standards contained within the *2008 Drinking Water Hauling Guidelines*. Documentation shall be provided by the applicant to demonstrate compliance with these guidelines, including the forms supplied by the State/North Central Public Health District to track chlorine levels of potable water when delivered. The chlorine that is being used to increase the chlorine levels needs to be an NSF certified product. There should a copy of that document available when the inspection takes place.
- F. **Grey Water**: No grey water is anticipated by the applicant. In coordination with the North Central Public Health District, the applicant shall develop a plan for unanticipated grey water storage needs.

- G. Refuse Storage and Disposal:** The applicant anticipates minimal refuse storage and disposal needs. Given that the event spans a holiday weekend, the applicant shall provide a plan for unanticipated refuse storage and disposal that is consistent with OAR 333.039.0030.
- H. Food and Sanitary Food Service:** No food vendors are proposed. If that changes, all food vendors shall comply with the applicable food and sanitary food service requirements listed in OAR 333-039-0035 and shall make themselves available for inspection during the event. Furthermore, only vendors with valid licenses, as provided by the Oregon Health Authority, shall be contracted to prepare and provide food for the event.
- I. Emergency Medical Facilities:** The applicant shall implement proposed emergency medical services outlined in the 2017 Letter of Intent from Adventure Medics. The applicant shall comply with any additional emergency medical services required or recommended by the local fire and emergency service providers having jurisdiction, as well as with North Central Public Health District requirements.
- J. Fire Protection:** The applicant shall secure written statements from the local fire protection agency having jurisdiction that fire protection and fire safety access complies with state and local laws, ordinances and regulations and is satisfactory with respect to anticipated crowds and location.
- K. Security Personnel:** At least one Department of Public Safety Standards and Training (DPSST) certified supervisor must be on shift at all times.
- L. Security and Personnel:**
1. Within event staff, a single point of contact must be clearly identified for security and law enforcement. Contact information for this individual shall be provided to the Wasco County Sheriff Department prior to the event.
 2. Applicant shall coordinate radio frequencies to be used during the event with the Wasco County Sheriff Department to prevent disruption of local emergency service provider communications.
- M. Traffic:**
1. Traffic Control Plan shall be implemented as submitted. If changes are proposed, they must be coordinated and approved by the Wasco County Public Works Department prior to the event.
 2. Each vehicle parking space shall have a minimum width of 10 feet and a minimum length of 20 feet, and parking shall be clearly marked. Parking shall be arranged to provide clear access to exits at all times.

ATTACHMENT C – MAPS

Vicinity Map

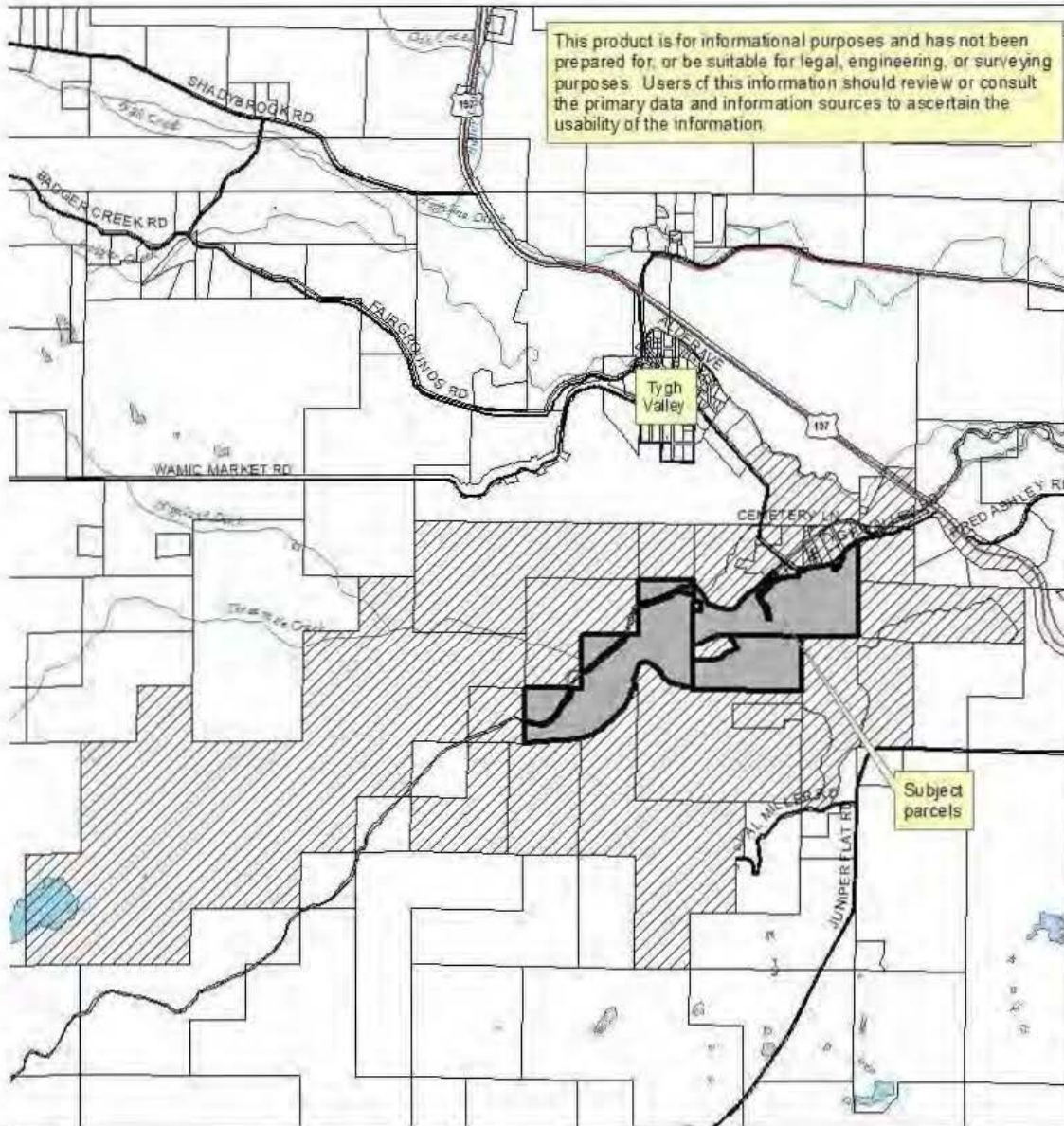
Applicant: Thomas McElroy for SOAK LLC

Owners: Jonnie L. Justesen, et. al.




4S 13E 10, Tax Lot 800; Account 10464

4S 13E 0, Tax Lot 2200; Account 12314

4S 13E 15, Tax Lot 100; Account 10445



Legend

-  SOAK (Justesen Ranch)
-  Owners within 750'
-  Taxlots

ATTACHMENT C – MAPS

Site Plan

Applicant: Thomas McElroy for SOAK LLC

Owners: Jonnie L. Justesen, et. al.

4S 13E 10, Tax Lot 800; Account 10464

4S 13E 0, Tax Lot 2200; Account 12314

4S 13E 15, Tax Lot 100; Account 10445



ATTACHMENT D – STAFF REPORT

File Number: PLAOMG-17-09-0003

Applicant: Thomas McElroy of SOAK, LLC
Event Coordinator and onsite contact is Xandra Green

Property Owner: Jonnie L. and Fred A. Justesen

Request: Outdoor Mass Gathering permit for a music and art festival entitled “SOAK 2018,” (also known as “Burning Man Portland”) May 24-28, 2018. Estimated attendance is 1,800 including staff and volunteers.

Event Location: White River Canyon, along Jake Davidson Grade Road, immediately south of Tygh Valley, Oregon. More specifically described as:

<u>Tax Lot#</u>	<u>Acct#</u>	<u>Acres</u>
4S 13E 10 800	10464	126.06
4S 13E 15 100	10445	67.29
4S 13E 0 (15-16) 2200	12314	163.62

Zoning: Exclusive Farm Use, A-1(160) and Tygh Valley Residential, TV-R

Procedure Type: Public Hearing, Wasco County Board of Commissioners

Staff Recommendation: Approval, with conditions

Hearing Date: 6 p.m., December 6, 2017

Hearing Location: Tygh Valley Community Center
57594 Tygh Valley Road
Tygh Valley, OR 97063

Prepared By: Dawn Baird, Associate Planner

Past Actions: 4S 13E 10 800
PLAOMG-16-01-0001, SOAK 2016 Outdoor Mass Gathering
PLAOMG-16-12-0003, SOAK 2017 Outdoor Mass Gathering
PLAARC-08-05-4307 - (PAR-07-101) Land division
PLAARC-08-06-5066 - (PAR-07-102) Land division

4S 13E 15 100
PLAOMG-16-01-0001, SOAK 2016 Outdoor Mass Gathering
PLAOMG-16-12-0003, SOAK 2017 Outdoor Mass Gathering

PLAARC-08-04-3812 - (REP-95-106) Lot line adjustment
PLAARC-08-06-5066 (see above)
PLAARC-08-05-3997 - (MIN-05-117) Replacement dwelling

4S 13E 0 2200

PLAOMG-16-01-0001, SOAK 2016 Outdoor Mass Gathering
PLAOMG-16-12-0003, SOAK 2017 Outdoor Mass Gathering
PLAARC-08-05-3756 - (LOC-05-WR) Water right

I. APPLICABLE STANDARDS

A. Wasco County Land Use & Development Ordinance (WCLUDO)

Chapter 3 - Basic Provisions

Section 3.210.B.13., Uses Permitted Without Review: Commercial Uses

B. Oregon Revised Statute (ORS)

ORS 433.735 to 433.770 Regulation of Outdoor Mass Gatherings

ORS 433.750, Permit application; procedure for issuance of permit; fee

ORS 433.755, Additional information; liability of permit holder; casualty insurance;
county as additional insured

C. Oregon Administrative Rules (OAR)

OAR 333 Division 39 - Regulations Governing Health and Safety at Outdoor Mass Gatherings

OAR 333-039-0015, Water Supply

OAR 333-039-0020, Drainage

OAR 333-039-0025, Sewerage Facilities

OAR 333-039-0030, Refuse Storage and Disposal

OAR 333-039-0035, Food and Sanitary Food Service

OAR 333-039-0040, Emergency Medical Facilities

OAR 333-039-0045, Fire Protection

OAR 333-039-0050, Security Personnel

OAR 333-039-0055, Traffic

II. BACKGROUND

- A. Legal Parcel:** The proposed event will occur on multiple properties owned by Jonnie & Fred Justesen, collectively known as “the Justesen Ranch” in the White River canyon, immediately south of Tygh Valley. The properties include three tax lots: 4S 13E 10 800; 4S 13E 15 100; and 4S 13E 0 (Sections 15, 16) 2200.

Section 1.090 of the Wasco County Land Use and Development Ordinance (LUDO) defines “legal parcel” as a unit of land created as follows: (a) A lot in an existing, duly

recorded subdivision; or (b) A parcel in an existing, duly recorded major or minor land partition; or (c) By deed or land sales contract prior to September 4, 1974.

- Tax Lots 4S 13E 10 800 and 4S 13E 15 100 were approved in their current configuration in Partition Plat PAR-07-122, filed with the Wasco County Clerk on June 12, 2008.
- Tax Lot 4S 13E 16-15 2200 was approved in its current configuration in 1995 by Property Line Adjustment Plat PLA-95-108-WAA18-A, filed with the Wasco County Clerk on November 7, 1995.

The subject properties are consistent with the LUDO definitions of a legal parcel. In addition to the recorded plats, deed documentation provided by the applicant confirms Fred and Jonnie Justesen are the owners of the subject parcels.

B. Site Description: As previously noted portions of three properties owned by the Justesens will be used for the proposed event. In total, the tax lots include approximately 357 acres. Site plans provided by the applicant indicate most of the proposed event will occur near Jake Davidson Grade Road, and will therefore only occur on a portion of the larger property.

The subject property consists of variable terrain and slopes with some level areas near Jake Davidson Grade Road; gently rolling hills maintained as pasture between the road and basalt rock buttes to the south; and the shoreline of the White River to the north. Much of the property is bordered by a buffer of oak and pine trees. Existing improvements to the property include residential development and agriculture structures. A portion of the White River also crosses through the subject property. The photo below was taken by staff at the site and provides an example of the characteristic landscape of the event site:



Surrounding Land Use: The subject parcel is located in the White River canyon, south of Tygh Valley. Within the canyon, lands contain a mixed forest of oak and pine trees with some open pastures and grassy areas. Outside of the canyon, the landscape rises in elevation with steep basalt rock outcrops and large buttes. Orchard and haying farm activities are visible in aerial photographs to the north and south of the event site. Two large tracts of public land zoned Exclusive Farm Use are located directly north and west of the property and are. Private properties to the north and north east are zoned Tygh Valley Residential and Tygh Valley Medium Commercial/Industrial. Properties to the south are zoned Exclusive Farm Use, are privately owned, and appear to be active ranching lands.

Using GIS and aerial photographs, an analysis of surrounding tax lots indicates that much of the community of Tygh Valley, including dozens of dwellings, is located within one mile of the proposed event. Most of the dwellings within one mile are located north of the event site, on the other side of a butte which provides intervening topography. The nearest dwellings are located on the subject parcel and on adjacent parcels also owned by Jonnie Justesen.

- C. Public Notice & Comments:** Per ORS 433.750(4), notice of the public hearing was published 10 days prior to the hearing on Monday, November 27, 2017, in *The Dalles Chronicle*. Additionally, on November 22, 2017, staff mailed the hearing notice to all owners of property within 750' of the subject parcel and partner agencies, and posted the application materials and hearing notice on the Planning Department website.

Agency Comments: The applicant was encouraged to work with agencies and departments directly to coordinate event and event application needs. Upon deeming the application complete, Staff notified partner agencies on October 16, 2017, and invited additional written comments. Comments were received from the following individuals and are briefly summarized here.

Lane Magill, Wasco County Sheriff; Chris McNeel, Wasco County Chief Deputy Sheriff
(E-mails dated October 16 & 31, 2017)

Questioned if amplified music could create a problem at night and wondered if a time limit should be required. After reviewing call logs for the 2017 SOAK event, no noise complaints were received regarding the event. If event coordinators are willing to deal with any noise problems that might arise, the Sheriff's Office does not think there needs to be a time limit for music. If there are problems, the event organizers should be aware that the County may have to look at placing a time limit on music in the future.

Staff Response: The applicant states that last year they formalized their Sound Policy and began to monitor decibel levels so they could have more informed conversations with Sound Camp leads. Setting expectations in the beginning and having objective data to which we can refer improves communication between all parties. SOAK utilizes their Gate crew as 'canaries': if they can hear a camp's music out at the event entrance, they will work with that camp to bring down their sound.

III. FINDINGS:

A. Wasco County Land Use and Development Ordinance (LUDO):

Chapter 3 contains Basic Provisions for each zone. Section 3.210, Exclusive Farm Use Zone, Section 3.210.B.13. allows outdoor gatherings as a commercial use permitted without review in the Exclusive Farm Use zone. It states:

“An outdoor gathering as defined in ORS 433.735 or other gathering of fewer than 3,000 persons that is not anticipated to continue for more than 120 hours in any three month period.”

ORS 433.735(1) generally defines outdoor mass gatherings as an assembly of more than 3,000 persons which continues or can reasonably be expected to continue for more than 24 consecutive hours but less than 120 hours within any three-month period and which is held primarily in open spaces and not in any permanent structure. Additionally, the provision listed above includes the gathering of fewer than 3,000 persons that is not anticipated to continue for more than 120 hours in any three month period in the Exclusive Farm Use zone. **NOTE:** A gathering described above is not subject to a land use decision or land use permitting. A Permit is required for *outdoor mass gathering*. *Permit Application, notice, and fee, requirements are outlined in ORS 433.750-755, to protect health and safety.*

FINDING: The LUDO text addressing outdoor mass gatherings is more expansive than the language found in ORS 433.735(1) because the statute allows counties to “otherwise define” outdoor mass gatherings. Wasco County expanded the definition of outdoor mass gathering in some zones to also include gatherings of “fewer than 3,000 persons” in the course of legislative updates to the LUDO which became effective on January 17, 2006. Consequently, an outdoor mass gathering permit became a pathway for anyone seeking authorization for a gathering of fewer than 3,000 people that is reasonably expected to continue for less than 120 hours. All such gatherings described above are subject to the outdoor mass gatherings regulations found in ORS 433.735 to 433.770.

The applicant is requesting approval for an outdoor mass gathering for an art and music festival entitled, “SOAK 2018,” May 24-28, 2018, on the Justesen Ranch located at 89720 Jake Davidson Road Tygh Valley, Oregon. The application form states that 1,800 people are anticipated to attend.

As proposed, the first day of set-up will be May 22, 2018. The event will begin May 24 and the box office will open to take tickets from participants. Participation in the event and arrival of additional participants will continue through May 28, 2018, with some exodus occurring throughout. The final clean up and final exodus will occur on May 29, 2018. Per the site plan and narrative submitted by the applicant, the event will be held primarily in open spaces and not in any permanent structures. The applicant proposes several temporary structures spread

throughout the festival site including a box office, lounges/shade structures, and interactive art displays.

Based on proposed event characteristics, estimated number of attendees and schedule, staff finds that this event constitutes an Outdoor Mass Gathering as defined in LUDO Section 3.210.B.13 and ORS 433.735. Staff recommends a **condition** that attendance is capped at 1,800, including staff and volunteers necessary to operate the event safely and effectively, as described throughout this report to be consistent with the size of event that has been coordinated with public health and safety agencies. With this condition, the request complies with Section 3.210.

Applicable rules from ORS 433.750-755 are addressed in B.

B. ORS 433.735 to 433.770 Regulation of Outdoor Mass Gatherings

433.750 Permit application; procedure for issuance of permit; fee.

*(1) The governing body of a county in which an outdoor mass gathering is to take place shall issue a permit upon application when the organizer demonstrates compliance with or the ability to comply with the health and safety rules governing outdoor mass gatherings to be regulated according to the anticipated crowd and adopted by the Oregon Health Authority (**).*

FINDING: The Board of County Commissioners is the only body authorized to issue an outdoor mass gathering permit in Wasco County. Furthermore, the use of “shall” in ORS 433.750(1) seems to require issuance of the permit *if* the application demonstrates the ability to comply with the applicable health and safety rules. This interpretation is well-established in case law going back to 1982. It was 1000 Friends v. Wasco County (LUBA 82-039), which found:

*The legislature’s decision to limit jurisdiction in this manner reflects the narrow range of review criteria and limited discretion available to the county governing body under ORS Chapter 433. (***) Land use considerations have no bearing on the decision to grant or deny an outdoor mass gathering permit given the limited criteria to be applied to the permit request.*

Staff is not aware of any case law which explicitly prevents a county governing body from imposing reasonable conditions in conjunction with a permit approval. Therefore, Staff recommends several conditions throughout this report to protect public health and safety. With the proposed conditions throughout this report, the request complies with ORS 433.750.

The referenced Oregon Health Authority rules (OAR 333 Division 39) are addressed beginning in C, below.

(2) Notice of the application shall be sent by the county governing body to the county sheriff or county chief law enforcement officer, the county health officer and the chief of the fire district in which the gathering is to be held.

FINDING: Staff notified partner agencies on October 16, 2017, of a complete application and invited additional written comments.

(3) Each officer receiving notice of the application under subsection (2) of this section who wishes to comment on the application shall submit such comment in writing to the county governing body not later than the hearing date. The comment may include recommendations related to the official functions of the officer as to granting the permit and any recommended conditions that should be imposed.

FINDING: Good faith coordination between both the applicant and partner agencies has been ongoing in order to address applicable regulations. Partner agencies were invited to submit additional comments once the current application was deemed complete. Notice of the hearing was provided to partner agencies on October 16, 2017 and additional comments were invited. Comments received have been made part of the record and are addressed throughout this report. Staff finds that the request complies with Criterion (3).

(4) The county governing body shall hold a public hearing on the issue of compliance with this section. Notice of the time and place of such hearing including a general explanation of the matter to be considered shall be published at least 10 calendar days before the hearing in a newspaper of general circulation in the county or, if there is none, it shall be posted in at least three public places in the county.

FINDING: A public hearing with the Wasco County Board of Commissioners was scheduled for December 6, 2017. Written notice of the hearing was published in *The Dalles Chronicle* newspaper on November 26, 2017, and mailed to adjacent property owners within 750 feet of the proposed event site on November 22, 2017. The application materials and hearing notice were also posted on the Wasco County Planning Department website on November 22, 2017. The request complies with Criterion (4).

433.755 Additional information required before permit issued; liability of permit holder; casualty insurance; county as additional insured.

*(1) (***) If the county governing body determines upon examination of the permit application that the outdoor mass gathering creates a potential for injury to persons or property, the county governing body may require organizers to obtain an insurance policy in an amount commensurate with the risk, but not exceeding \$1 million. The policy of casualty insurance shall provide coverage against liability for death, injury or disability of any human or for damage to property arising out of the outdoor mass gathering. The county shall be named as an additional insured under the policy.*

FINDING: Information obtained during prior reviews led staff to conclude that the proposed gathering creates a potential for injury to persons or property. During past events, staff required the applicant to provide a Commercial General Liability Insurance policy of not less

than \$1,000,000 specific to SOAK, LLC, and naming Wasco County, its officers, agents, volunteers, and employees as an additional insured as part of their application. A condition of approval is recommended requiring the applicant to provide proof of insurance, consistent with ORS 433.755(1). With the recommended condition of approval, staff finds that the request complies with Criterion (1).

C. Regulations Governing Health and Safety at Outdoor Mass Gatherings - Oregon Administrative Rules 333 Division 39 (as referenced in ORS 433.750(1)):

Oregon Administrative Rule 333-039-0015 - Water Supply

(1) Required Amounts:

- (a) A minimum of 12 gallons per person per day shall be available for the anticipated assembly;*
- (b) Storage facilities equal to one day's total water usage shall be provided, unless a greater or lesser amount, with a minimum of five gallons per person per day, is determined by the Division as sufficient or necessary, based on the availability and quantity of the reserve water supply and the required water demands for toilets, food vendors, camping areas and other facilities;*
- (c) A Division approved well or water system may be used as a source of water, or in addition to Division approved outside sources, to meet all requirements;*
- (d) An amount of water equal to one day's total usage shall be kept in reserve at all times.*

FINDING: The applicant stated that in 2017 there was no use of any contracted water and proposes that any water needs not met by the participants will be available through Tygh Valley Water. Tygh Valley Water District has stated that it would supply up to 21,600 gallons per day. Based on maximum attendance of 1,800 people (including attendees and staff/volunteers), 21,600 gallons of water per day would need to be available (1,800 people x 12 gallons per day = 21,600 gallons per day). The Oregon Health Authority approves municipal water systems and enforces drinking water quality standards. Staff recommends a **condition** is included to ensure 12 gallons of water are available per person, per day of the event and any testing and hauling of drinking water consistent with the *2008 Drinking Water Hauling Guidelines* and is coordinated with the North Central Public Health District.

Due to the large supply and availability of municipal water sources within close proximity to the event, Staff recommends a **condition** of approval requiring storage facilities be provided to meet the minimum requirement of 5 gallons/person/day. Maximum attendance (1,800 people) would require water storage facilities of 9,000 gallons. To meet this requirement, the applicant has proposed meeting part of the 5 gallon/person/day requirement by requiring event participants to bring their own water (at least 2 gallons/person/day), supplying 15 20-gallon hand washing stations (to be serviced daily), and providing a 3,000 gallon water truck on site daily, provided by Tygh Valley Water.

The applicant has interpreted (d) to require the same as “readily available.” Staff agrees that (d) does not explicitly require the reserve, equal to one day’s total usage, to be kept on site.

Assuming “one day’s total usage” refers to 5 gallons/person/day (9,000 gallons), it is possible that the applicant can meet that requirement on site with the well water source, the 3,000 gallon water truck, requiring participants to bring at least 2 gallons/person/day to enter the event and by providing the hand washing stations described above. Given this information, and the known availability of municipal water in the nearby area, Staff finds the reserve requirement of (d) is achieved. Staff finds the proposed source and supply method can provide the required volume, storage, and reserve of approved water for 1,800 people, therefore the request complies with Criterion (1).

(2) Bacteriological and Chemical Requirements:

- (a) All water provided shall give a negative result for the presence of coliform bacteria when subjected to standard laboratory test procedures for detecting the presence of coliform bacteria and shall be from sources and in containers approved by the Division;*
- (b) Water provided shall not contain the following substances in excess of amounts listed. The organizer shall provide a laboratory analysis report as evidence of this:*
Substance Concentration in mg/1:
 - (A) Arsenic -- 0.1;*
 - (B) Cadmium -- 1.0;*
 - (C) Chloride -- 250.0;*
 - (D) Copper -- 1.0;*
 - (E) Cyanide -- 0.01;*
 - (F) Fluoride -- 1.7;*
 - (G) Iron -- 0.3;*
 - (H) Lead -- 0.05;*
 - (I) Selenium -- 0.01;*
 - (J) Nitrate (NO₃) -- 45.0;*
 - (K) Total Dissolved Solids -- 500.0;*
 - (L) Zinc -- 5.0.*

FINDING: The applicant states that they will follow all transport and storage regulations outlined in the 2008 Drinking Water Hauling Guidelines to ensure compliance with this requirement. This is consistent with the procedure at the 2017 SOAK. Staff finds that the request complies with Criterion (2).

(3) Construction, Maintenance, and Design:

- (a) All parts of the water supply system shall be constructed of non-toxic materials;*
- (b) All water distribution lines and fittings shall be constructed of galvanized wrought iron, galvanized steel, copper, or NSF approved plastic pipe. All plastic pipe and fittings must bear the NSF seal;*
- (c) Pressure tanks and storage tanks shall be constructed of non-toxic materials. Tanks which have previously been used to contain toxic substances shall not be used;*
- (d) Prior to placing the water supply system into use, all portions of the system including storage tanks and distribution system shall be disinfected by adding a*

chlorine solution of not less than 50 mg/1 and retaining the mixture within all portions of the system for at least 24 hours. Following disinfection, the system is to be thoroughly flushed of the chlorine solution;

- (e) Hydrants equipped with self-closing faucets shall be provided at a ratio of not less than one for every 250 persons or fraction thereof anticipated;*
- (f) Each faucet shall be mounted on a minimum 36 inch riser. The riser is to be securely fastened to a supporting structure equal in strength to a four inch by four inch timber which is securely anchored in the ground;*
- (g) Each faucet and riser shall be accompanied by a seepage pit located directly beneath the faucet which shall have a minimum inside diameter of 12 inches and a minimum depth of three feet and shall be backfilled with clean coarse rock;*
- (h) All water distribution lines shall be installed at a minimum depth of 12 inches in the soil and shall be covered;*
- (i) If camping and activity areas are separately designated, 60 percent of the total required faucets shall be located within the area designated for camping, and 40 percent of the total required faucets shall be located in the area designated for activities;*
- (j) A minimum of one faucet shall be located not more than 25 lineal feet from each food service facility and a minimum of one faucet shall be located not more than 25 lineal feet from any emergency medical facility;*
- (k) Garden hoses, flexible hoses, pipes, or similar devices shall not be connected to any faucet or any other portion of the water supply system for personal convenience or any other reason;*
- (l) A minimum pressure of 20 pounds per square inch shall be maintained at all times and at all points within the water distribution system.*

FINDING: This subsection requires that the water supply system be constructed in a certain manner with certain materials. SOAK does not utilize a water distribution system, therefore Criterion (3) is not applicable to this request.

Oregon Administrative Rule 333-039-0020 - Drainage

- (1) The site selected for the outdoor mass gathering shall have good natural drainage. Areas which are swampy, or areas known to be susceptible to flash flooding are not acceptable.*
- (2) Roads at the outdoor mass gathering site shall be provided with culverts, tiles, and ditching wherever needed to protect such roads from erosion due to precipitation.*

FINDING: According to the applicant, the property was previously inspected for drainage by the North Central Public Health District and was deemed to be acceptable. The application materials state that the Justesen Ranch has employed best management practices to ensure proper erosion control from pedestrian and automobile traffic, farming and recreation impacts. Jake Davidson Grade Road is an existing and maintained road, and can provide access to the event. Staff finds the selected event site provides sufficient drainage and roads will be provided with adequate protections from erosion due to precipitation. The request complies with OAR 333-039-0020.

Oregon Administrative Rule 333-039-0025 - Sewerage Facilities

(1) Non-Water Carried Sewage Facilities...

Finding: No non-water carried sewage facilities (earth-pit privies) are proposed. One earth-pit toilet currently exists on the property, but will be closed to event participants. Instead, the applicant has contracted with Bishop Sanitation to provide 40 or more onsite portable toilets (5 will be ADA accessible). Staff finds that the request complies with Criterion (1)

(2) If water carried subsurface sewage disposal facilities are provided, they shall be governed by OAR 333-041-0001 through 333-041-0040, and by this reference are incorporated herein and made a part hereof...

Finding: No subsurface water carried sewage disposal facilities are proposed. Instead, the applicant has contracted with Bishop Sanitation to provide onsite portable toilets. The request complies with Criterion (2).

(3) Number and Location of Toilets and Privies:

- (a) Seven privies or toilets or any combination thereof shall be provided for each 800 persons or fraction thereof anticipated;*
- (b) If camping and planned activity areas are separately designated, sixty percent of the total required toilets or privies shall be located within the designated camping area and forty percent of the total required toilets or privies shall be located in the designated planned activity area. If areas are not designated, location and spacing of toilets and privies shall be in accordance with anticipated crowd clustering or grouping, or spaced uniformly throughout the entire mass gathering site;*
- (c) All chemical toilets, if provided, shall be located so as to be easily and readily serviced by servicing vehicles.*

FINDING: Bishop Sanitation will provide 40 or more portable toilets". Five toilets will be ADA accessible. The applicant proposes a total of 15 (2 Place) washing stations throughout the site. Based on maximum attendance of 1,800 (including staff/volunteers), this represents approximately 50 attendees per toilet, which exceeds the standard (7 toilets per 800 attendees or 114 attendees per toilet) listed above.

Per the submitted site plan, the applicant proposes toilets in proximity to camping areas and activity areas. With the exception of parking areas being located away from camping and activity areas, the event site is open and easily accessible. Staff finds that the quantity and location of the toilet facilities meets the standard, therefore the request complies with Criterion (3).

(4) Liquid Wastes not Containing Human Excreta:

- (a) Facilities shall be provided for the disposal of all liquid wastes not containing human excreta such as, but not limited to, kitchen or cooking waste water,*

- grease, dishwater, wash water, and bath water. These facilities shall be specifically identified by means of a sign which states "**Waste Water Disposal**";*
- (b) Such facilities shall consist of a seepage pit having a minimum depth of three feet and a lateral area of not less than 32 square feet. The pit shall be backfilled with clean, coarse rock and be protected by a one-fourth inch screen which is removable and will effectively trap food particles and prevent other wastes from entering the backfilled rock;*
 - (c) All food particles and other waste material shall be removed from the facilities at least once every 24 hours or at more frequent intervals if necessary to prevent fly and insect attraction;*
 - (d) Such facilities shall be located or spaced so as to uniformly serve the participants of the outdoor mass gathering;*
 - (e) One facility shall be provided for each 3,000 persons or fraction thereof anticipated;*
 - (f) At least one facility shall be located not more than 50 lineal feet from each food service facility.*

FINDING: The application materials state that food and liquor vendors are not allowed at the event, no shower facilities will be provided, and event participants are required to collect and remove all waste - including grey water - when they depart the event. Staff recommends a **condition** that a plan is developed in a manner consistent with this regulation to handle any unanticipated grey water storage needs. With the proposed condition of approval, staff finds that the request complies with Criterion (4).

Oregon Administrative Rule 333-039-0030 - Refuse Storage and Disposal

- (1) All refuse and solid waste shall be stored in fly-tight containers constructed of impervious material.*
- (2) Containers for refuse and solid waste storage shall be provided at a minimum ratio of one 30 gallon container for each 16 persons or fraction thereof anticipated or one cubic yard of container capacity for each 125 persons or fraction thereof anticipated.*
- (3) All refuse and solid waste shall be removed from storage containers at least once every 24 hours and transported and disposed of in a manner which is authorized and complies with state and local laws, ordinances and regulations.*

FINDING: In its 13-year history SOAK has never offered public refuse collection services. From 2015-2017 dumpsters were placed on the property but not offered publicly and neither was used. SOAK is a "Leave No Trace" event as described in the Burning Man 10 Principles and each participant is responsible for packing out what they pack in.

A sweep of the property will occur before the event where all debris is bagged and removed. Another sweep will occur after the event is over to collect debris that might have been left behind by participants or prior events utilizing the land. Everything is collected, bagged and disposed of in Portland, Oregon.

The owners found in 2015 and 2017 that SOAK left the property cleaner that they found it.

Dumpsters contracted for SOAK 2015, 2016 and 2017 were not used by staff or participants and were entirely empty at pickup which shows that the Leave No Trace principle has been successful therefore no on-site dumpers are proposed or required for SOAK 2018.

Staff finds that the request complies with Oregon Administrative Rule 333-039-0030.

Oregon Administrative Rule 333-039-0035 - Food and Sanitary Food Service

- (1) Food service facilities, if supplied, shall be located in clean surroundings and shall be maintained in a clean and sanitary condition.*
- (2) Food service facilities, if supplied, shall be so constructed and arranged that food, drink, utensils, and equipment will not be exposed to rodents, insects, dust, dirt, or other contamination. If flies are present, screening shall be required.*
- (3) The water supply for food service facilities shall be adequate in amount to serve the requirements of the facility and shall be safe for human consumption. Storage tanks or containers, when used, shall be of smooth, easily cleanable material, and shall be cleaned and sanitized each time they are refilled. Water shall not be dipped from a receptacle for drinking or culinary purposes.*
- (4) Toilet or privy facilities which comply with these rules shall be available within the immediate area for use by the food service facility personnel.*
- (5) Hand washing facilities shall be made available for the food service facility personnel. In lieu of a handwashing sink, there shall be provided a pan with soap and water for washing of hands, and a pan of water containing a bactericidal solution of 50 mg/1 of available chlorine or its equivalent for rinsing of hands. Sanitary paper towels shall be provided. The use of a common-type towel is prohibited. Utensil washing vats shall not be used for handwashing.*
- (6) (a) All multi-use utensils and all display cases or windows, counters, shelves, tables, refrigeration equipment, sinks, and other equipment used in connection with the operation of a food service facility shall be constructed as to be easily cleaned and shall be kept in good repair;*
(b) Utensils containing or plated with cadmium or lead shall not be used, provided, however, that solder containing lead may be used for jointing;
(c) Food containers with seams which are not sealed flush with the surface shall not be re-used. Single service containers and utensils shall not be re-used.
- (7) (a) Single service paper plates, cups, and plastic or wood knives, forks, and spoons are recommended but not required. If multiple use dishes, utensils, or equipment are used, they must be subjected to one of the following methods of bactericidal treatment after cleaning and washing:*

- (A) *Immersion for at least two minutes in clean, hot water at a temperature of at least 170° Fahrenheit. If hot water is used, a dependable thermometer shall be available at all times and shall be used. The pouring of scalding water over washed utensils is not acceptable as a satisfactory bactericidal treatment;*
 - (B) *Immersion for at least two minutes in a lukewarm chlorine bath. This bath shall be made up at a strength of at least 100 mg/1 of available chlorine. The bath shall not be used after its strength has been reduced to 50 mg/1;*
 - (C) *Immersion for at least two minutes in an approved quaternary ammonium bath containing at least 25 mg/1 as determined by a suitable field test.*
- (b) *In machine dishwashing, the hot water rinse shall be at least 170° Fahrenheit and shall be for a minimum of ten seconds;*
- (c) *In hand dishwashing, a three compartment sink shall be required. The first compartment shall be used for washing with a soap or detergent solution. The second compartment shall be used for clear water rinse, and the third compartment shall be used for the bactericidal solution and sanitizing bath.*
- (8) *If ice cream or frozen desserts are dipped and served at the food service facility, all scoops and dippers shall be kept in running water dipper wells.*
- (9) (a) *All refuse and solid waste shall be stored or collected in tightly covered, water impervious containers until removed from the food service facility. Such containers when emptied shall be washed to prevent them from attracting flies and rodents;*
- (b) *All dishwater and liquid wastes not containing human excreta shall be disposed of in accordance with OAR 333-039-0025(4)(a) to (f) of these rules.*
- (10)(a) *All readily perishable food shall be kept at or below 45° Fahrenheit except when being prepared or actually served. Readily perishable foods shall be stored in shallow containers under refrigeration until cooled below 45° Fahrenheit. When such foods have been cooled below 45° Fahrenheit, they may be stored in deep containers. Food shall not be served which has been stored, handled, or otherwise cared for in a manner not in compliance with these rules;*
- (b) *A dependable indicating thermometer shall be provided in each refrigerator;*
- (c) *All ice shall be stored and handled in such a way as to prevent contamination. Ice scoops or tongs shall be used to place ice in glasses or cups. Ice shall be obtained only at sources which are licensed under ORS Chapter 624 or 627.*
- (11) *All food products, raw, cooked, canned, or otherwise, shall be wholesome and free of spoilage during storage, preparation, and serving. All milk and milk products shall come from a source which is licensed and approved by the Oregon State Department of Agriculture. Home canned or home processed foods shall not be stored, prepared, or served by the food service facility.*

- (12) *Pre-cooked foods or meats must be kept at or below 45° Fahrenheit at all times and subjected to continuously applied heat which will sustain the internal temperature of the food item to not less than 140° until such time as it is served.*
- (13) *Bottled soda or fruit drinks may be cooled in tanks with water and ice provided the tanks contain not less than 50 mg/1 available chlorine. The tops of the containers shall not be submerged. Milk and milk products shall be kept at or below 45° Fahrenheit in dry refrigeration.*
- (14) *Canned soda or fruit drinks may be cooled in tanks of ice and water provided that the water contains not less than 50 mg/1 available chlorine.*
- (15) *All persons within the food service facility shall wear clean outer garments and shall keep their hands clean at all times while engaged in preparing or serving food and drink, or washing and storing utensils and equipment.*
- (16) *All persons while within a food service facility shall refrain from any personal action or conduct which would directly or indirectly harm the quality or wholesomeness of the food.*
- (17) *No live animals or fowl shall be permitted within the confines of any food service facility.*

FINDING: The application materials state that SOAK, LLC will re-sell packaged ice for food and medical safety purposes at this event but vending of any other type is prohibited. The ice will be pre-packaged, delivered to the site, and stored in a refrigerated trailer provided by Gem Ice of The Dalles. Given this information, OAR 333-039-0035 is not applicable.

Oregon Administrative Rule 333-039-0040 - Emergency Medical Facilities

- (1) *There shall be present at the outdoor mass gathering site for emergency medical services, physicians and nurses in the following ratios:*
- (a) *Daylight Hours -- At least one Oregon physician plus sufficient other physicians (licensed to practice medicine and surgery in any of the 50 states of the United States) to provide a ratio of one for each 10,000 persons attending or fraction thereof and one nurse for each 7,500 persons attending or fraction thereof;*
- (b) *Nighttime Hours - (1 a.m. to 7 a.m.) -- At least one Oregon physician plus sufficient other physicians (licensed to practice medicine and surgery in any of the 50 states of the United States) to provide a ratio of one for each 20,000 persons attending or fraction thereof and one nurse for each 15,000 persons attending or fraction thereof.*
- (2) *Facilities shall be provided in which physicians can provide patient care and treatment. The facility shall be enclosed, protected from the elements, and shall have chairs, examining tables with stirrups, and locked cabinets for equipment and*

medicine. All necessary medicine and instruments for conducting minor surgery and examinations shall be available.

- (3) Lighting within the emergency medical facilities shall be provided and shall be not less than 200 foot candles in areas where treatment and minor surgery are conducted.*
- (4) Attending physicians shall keep accurate records of patients and treatment, and shall notify the local health officer of all cases involving a communicable disease.*
- (5) Temporary holding facilities shall be provided for the sick and injured while awaiting transport to a hospital. The facility shall be enclosed, protected from the elements, and shall be furnished with one cot or bed for each 1,000 persons anticipated or fraction thereof.*

FINDING: SOAK will use the same emergency medical control plan as in 2017. SOAK has contracted with Adventure Medics for medical and crisis coverage during the event. Services will be available at a centrally located and clearly marked medical tent provided by Adventure Medics. Adventure Medics staff will be on duty at all times during the event augmented by volunteer medical staff whose primary purpose is to roam the event site to provide proactive response to real or impending medical issues. SOAK's contract with Adventure Medics will satisfy all of the requirements in OAR 333-039-0040. Staff finds that the request complies with Criteria (1) – (5).

- (6) Communication, either telephone or radio-telephone, shall be provided to summon aid or notify the nearest hospital, law enforcement, or fire protection agency, as required.*

FINDING: SOAK utilizes UHF radios for onsite communications, has telephone access, VOIP access, and access to Oregon Amateur Radio Output (Ham Radio). Staff finds that the request complies with Criterion (6).

- (7) Ambulances shall be provided at the outdoor mass gathering for emergency evacuation of sick and injured persons at a ratio of one ambulance for each 10,000 persons anticipated or fraction thereof.*

FINDING: The application states that Adventure Medics and SOAK will coordinate with Life Flight Network to provide air ambulance services. The 2017 Landing Zone (LZ) will be used for the 2018 event. This site is located at the Tygh Valley Community Center at 57594 Tygh Valley Road, Tygh Valley, Oregon, 97063. The coordinates of the LZ will be provided to Life Flight in advance of the event. Life Flight Network has provided SOAK with a Letter of Intent, dated August 15, 2017, agreeing to provide services for the next SOAK festival from May 24-28, 2018. Basic life support transport services will be provided by local ambulance service providers. Local 911 emergency responders included in this plan include but are not limited to:

- South Wasco County Ambulance
- Tygh Valley Fire District
- Wamic Rural Fire Protection District
- Maupin Ambulance
- Dufur Ambulance
- Dufur Fire Department.

Staff recommends a **condition** of approval that the applicant confirms emergency medical facility needs and any public health requirements with the North Central Public Health District and local emergency medical service providers and ambulance services prior to the event. With that **condition**, staff finds that the request complies with Criterion (7).

Oregon Administrative Rule 333-039-0045 - Fire Protection

(1) Each camping space shall be a minimum of 1,000 square feet or large enough to accommodate a parked camping vehicle, tent vehicle or tent, as the case may be, and to maintain at least 15 feet separation from any other camping vehicle, tent vehicle or tent, building, structure, or property line.

FINDING: Tygh Valley Rural Fire Protection District and Wamic Rural Fire Protection District have jurisdiction on the northern portion of the property, while Juniper Flat Volunteer Rural Fire Protection District has jurisdiction on the southern portion of the property. The application states that SOAK will work with these districts to determine safe roadway access and fire protection plans, including during scheduled ceremonial burns.

The event will not exceed the requested capacity of 1,800 participants and will allocate camping space to registered campers. Camp space is allocated depending on the number of planned participants and layout design of their camps. Many SOAK attendees camp in small groups with shared infrastructure.

The total area suitable for camping is 43.3 acres (1,886,148 square feet - SF). The maximum attendance is 1,800 persons. Considering the available camping acreage available and the anticipated attendance, each camping space will allow a minimum space per person of 1,048 SF. SOAK does not allow “car camping” which is defined as sleeping in a vehicle not designed for camping. Passenger vehicles not explicitly approved for festival access will be parked in a separate parking area adjacent to the festival Gate and Box Office.

Staff finds that the request complies with Criterion (1).

(2) The organizer shall secure a written statement from the local fire protection agency having jurisdiction that fire protection complies with state and local laws, ordinances, and regulations, and is satisfactory with respect to anticipated crowds and location of the outdoor mass gathering.

FINDING: Tygh Valley Rural Fire Protection District and Wamic Rural Fire Protection District have jurisdiction on the northern portion of the property, while Juniper Flat Volunteer Rural

Fire Protection District has jurisdiction on the southern portion of the property. The application states that SOAK will work with these districts to determine safe roadway access and fire protection plans, including during scheduled ceremonial burns.

In addition to the requirements outlined in Criteria (1) and (2), SOAK utilizes the following tools to prevent or maintain small unplanned fire incidents, if they occur:

- 4 wildland water packs
- 1 2-person ATV
- 1 Type 5 equivalent wildland fire engine (400+ gallons, 100+ psi, 50+ gpm)
- 15 5-lb. Class ABC fire extinguishers
- 1 CO2 extinguisher to remain with event operations staff in the event of a chemical or electrical fire.
- Staff a “volunteer fire safety team” which has been trained to use all on site equipment and will be available for any emergencies and onsite during scheduled ceremonial burns.

SOAK staffs a Volunteer Fire Safety Team that has been trained to use all onsite equipment. The fire safety team is present for and oversees all scheduled burns, and is on standby for any unplanned events. In 13 years, SOAK has not had any fire-related incidents.

The Justesen Ranch offers three fully irrigated fields. The largest field is where SOAK stages its scheduled burns. The field is located south of Davidson Grade Road and is accessible by vehicle, including Emergency and Fire Equipment. This field offers the furthest travel distance from any dry crop fields, and is the area with the fewest numbers of trees on the property. SOAK utilizes the same “burn scars” year after year to minimize the impact to the Justesen Ranch.

In 2016 and 2017, SOAK increased its fire perimeter personnel and water trailer towing capacity. This capacity will be matched or increased in 2018.

Scheduled ceremonial burns will be located in irrigated fields, directly accessible from Jake Davidson Grade Road and in the part of the property containing the fewest trees and furthest from neighboring wheat crops.

With a **condition** of approval to: (1) ensure the organizer secures a written statement from the local fire protection agencies with jurisdiction that the fire protection plan complies with all state and local laws, ordinances and regulations, and it satisfactory with respect to the anticipated number of participants and general location, and (2) implement the fire prevention recommendations made impacted agencies, staff finds that the request complies with Criterion (2).

Oregon Administrative Rule 333-039-0050 - Security Personnel

(1) The organizer shall maintain an accurate count of persons attending the outdoor mass gathering and shall provide adequate security arrangements to limit further

admissions to the outdoor mass gathering when the anticipated numbers of persons have been admitted.

- (2) *The organizer shall secure a written statement from the chief law enforcement officer of the county in which the outdoor mass gathering is to take place that arrangements for security and the orderly flow of traffic to and from the outdoor mass gathering complies with state and local laws, ordinances, and regulations, and is satisfactory with respect to anticipated crowds and location of the outdoor mass gathering.*

FINDING: The application states that SOAK maintains a staff of internally trained peer-security resources, all of whom are equipped with radios to call for assistance if needed. Peer-security staff work in greater numbers during peak event hours, but have a minimum number on shift at all times. (Please note, DPSST stands for Oregon Department of Public Safety Standards and Training.)

- Peer (Internal) Event Security, “Rangers”: (8-18 on shift at all times). Specialized internal agency trained in conflict resolution, event resource education, law enforcement interactions, and chemically or mentally altered crisis care.
- Peer (Internal) Event Security, “Gate & Parking”: (4-16 on shift at a time). Specialized internal agency trained in event admission security, ID checks and wristband application, vehicle inspections (for contraband) and trespassing escalation (to event management, DPSST Security, and Law Enforcement when needed).
- Peer (Internal) Event Security, “Medical” (4 on shift at a time). Volunteer medical staff that patrol the event site to assist contract Medical Services, trained in conflict resolution, and experienced in dealing with people in crisis.
- Peer (Internal) Event Security, “Event Management”: (3-4 on shift at all times). Event management staff all have prior experience working with Rangers and/or Gate groups.
- Unarmed DPSST Security Staff (6 on shift at all times). This includes 1 DPSST Security Supervisor who is the primary contact for local law enforcement.

SOAK will have at least one DPSST Certified Security Supervisor on shift at all times, as a point of contact for Law Enforcement who can be reached 24 hours per day during the entire event. In the event that a Law Enforcement response is needed, SOAK event management and the DPSST Security Supervisor will meet law enforcement at the central Medical Operations Headquarter. This is the same security plan that was approved in 2017.

In coordination with Chief Deputy Sheriff Chris McNeel and Sheriff Lane Magill, staff finds this ratio acceptable with a **condition** of approval that requires at least 1 DPSST supervisor to be on shift at all times and a clearly identified single point of contact for security and law enforcement. With the proposed condition of approval, staff finds that the request complies with security personnel rules of OAR 333-039-0050.

Oregon Administrative Rule 333-039-0055 - Traffic

- (1) The organizer shall provide easily accessible roads of all-weather construction at the outdoor mass gathering site.*
- (2) All roads shall be graded so as to be self-draining and shall be maintained in such condition that emergency and other required vehicles can move upon them unencumbered and can carry out their functions at all times.*
- (3) An ungraveled dirt road shall not be considered as being an all-weather road.*
- (4) No road or portion of any road constructed shall exceed a maximum grade of 12 percent.*

FINDING: Using Jake Davidson Grade Road, the existing access system on Justesen Ranch appears to support the existing residential and agriculture uses authorized on the property. The applicant proposes using the existing road system for festival traffic and states surfaces are all-weather. A staff visit to the site indicated the roads to be all-weather and well-maintained. A Traffic Control Plan (TCP) and Operations and Special Events Permit application was provided to Wasco County Public Works for review. In coordination with Public Works staff, staff finds the TCP sufficiently addresses traffic control measures and access controls. In sum, staff finds that roads serving the event site meet the standards listed in subparts (1) through (4).

- (5) The organizer shall acquire approval from the local agency having jurisdiction for fire safety that the minimum width of all roads complies with state and local laws, ordinances, and regulations, and is satisfactory with respect to anticipated crowds and locations of the outdoor mass gatherings.*

FINDING: Ongoing coordination continues with the local agencies having jurisdiction for fire safety. Staff recommends a **condition** of approval is included to require the applicant to secure written approval from the local agency having jurisdiction for fire safety to ensure the access roads are consistent with (5) above. With that condition, staff finds that the request complies with Criterion (5).

- (6) The organizer shall provide and designate a suitable area at the outdoor mass gathering for parking of motor vehicles:*
 - (a) The total area provided for motor vehicle parking shall be based on the following ratio: 300 square feet for every four persons anticipated;*
 - (b) Each motor vehicle parking space shall have a minimum width of ten feet and a minimum length of twenty feet and shall be clearly marked with lime;*
 - (c) The motor vehicle parking spaces shall be arranged to eliminate blockage of parked vehicles and allow vehicles free access to exits at all times.*

FINDING: The event will host a maximum of 1,800 people, including staff and volunteers. As part of the Traffic Control Plan, the applicant has provided information to demonstrate sufficient parking exists on the subject property. To ensure compliance, staff recommends **conditions** that (1) each vehicle parking space shall have a minimum width of 10 feet and minimum length of 20 feet, (2) parking areas shall be clearly marked, and (3) parking shall be arranged to provide clear access to exits at all time. With that condition, staff finds that the request complies with Criterion (c).

STAFF REPORT

DAWN BAIRD, ASSOCIATE PLANNER



December
6, 2017

Board of County Commissioners Hearing
PLAOMG-17-09-0003

Request



Outdoor Mass Gathering permit for a music and art festival entitled “SOAK 2018,” also known as Burning Man Portland.

Date of event: May 24-28, 2018.

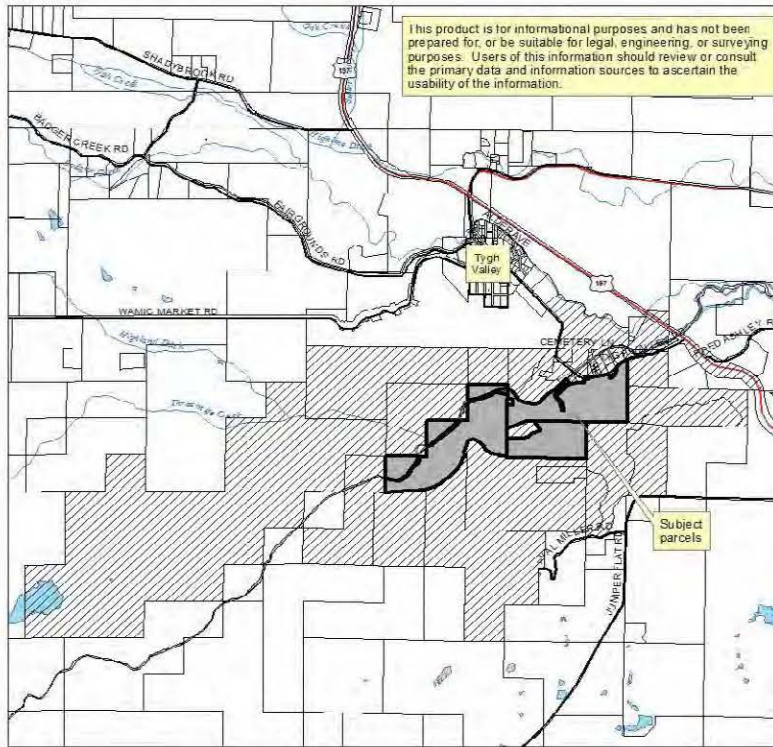
Maximum attendance: 1,800 including staff & volunteers.

Applicant: SOAK, LLC

Property Owner: Fred and Jonnie Justesen

Location: White River Canyon, Justesen Ranch, Tygh Valley

Vicinity Maps



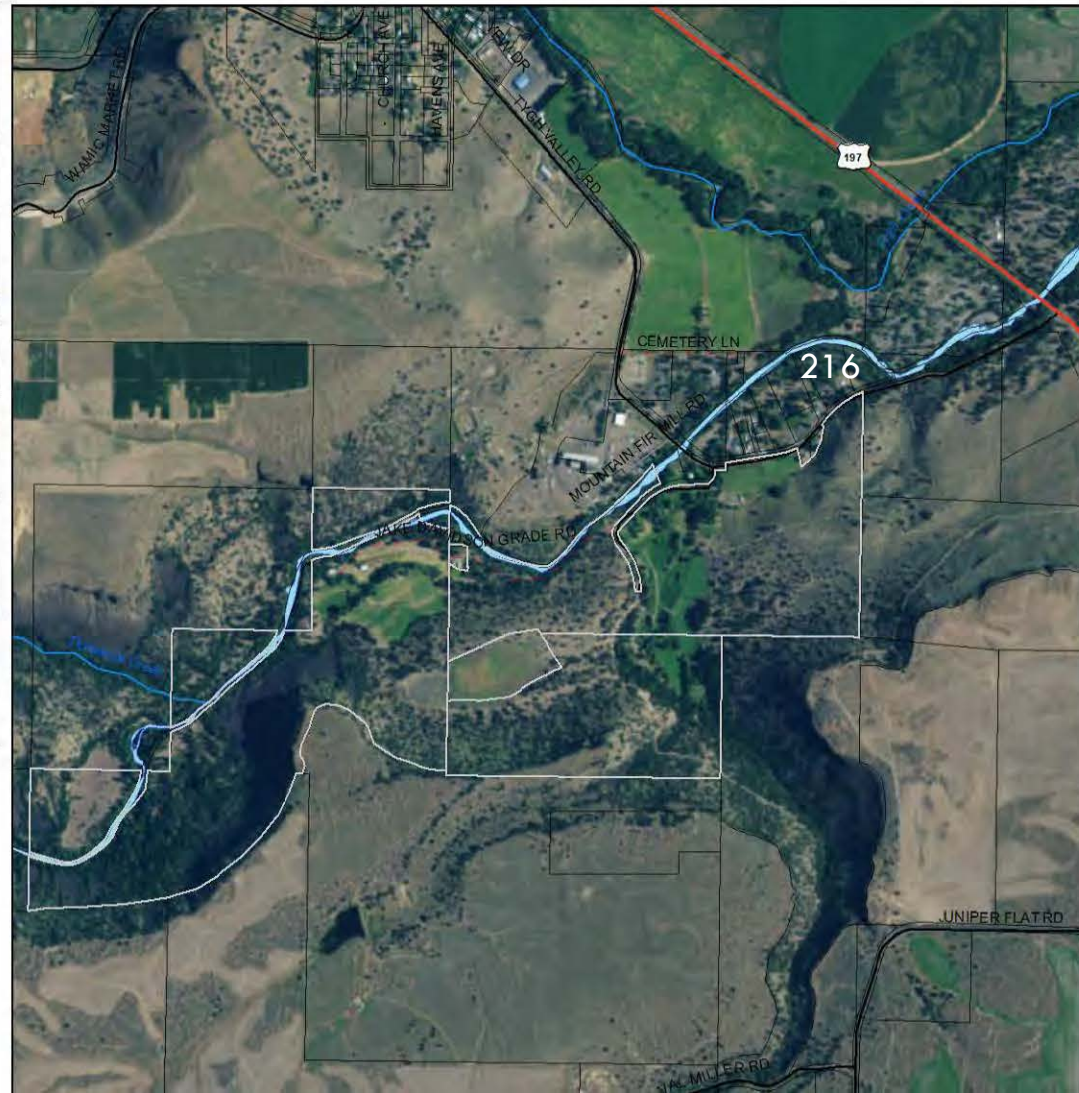
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Legend

- SOAK (Justesen Ranch)
- Owners within 750'
- Taxlots





Process Requirements

Statutory Requirements for Notice (ORS 433.750)

- (2) Notice of the application shall be sent to:
 - ▣ The county sheriff
 - ▣ The county health officer; and
 - ▣ The chief of the fire district with jurisdiction
- (4) The county governing body shall hold a public hearing
 - ▣ Notice of time and place shall be published 10 days before in a “newspaper of general circulation”

Process Summary



Wasco County Process – Defined by State Law

- ❑ Outdoor Mass Gatherings not a “land use decision”
- ❑ Process and rules outlined in ORS and OAR
- ❑ Our process exceeded statutory requirements regarding notice and transparency
- ❑ Relied on the expertise of our partner departments and agencies



Standards Addressed

ORS 433.750(1)

The governing body...shall issue a permit upon application when the organizer demonstrates compliance with or the ability to comply with the health and safety rules governing outdoor mass gatherings to be regulated according to the anticipated crowd and adopted by the Oregon Health Authority.

- 1000 Friends of Oregon v. Wasco County, LUBA 82-039
- Fence v. Jackson County, LUBA 94-137

Key Questions



- 1) Does the proposal meet the “Outdoor Mass Gathering” definition?
- 2) Does the request demonstrate compliance with or the ability to comply with the applicable health and safety rules?

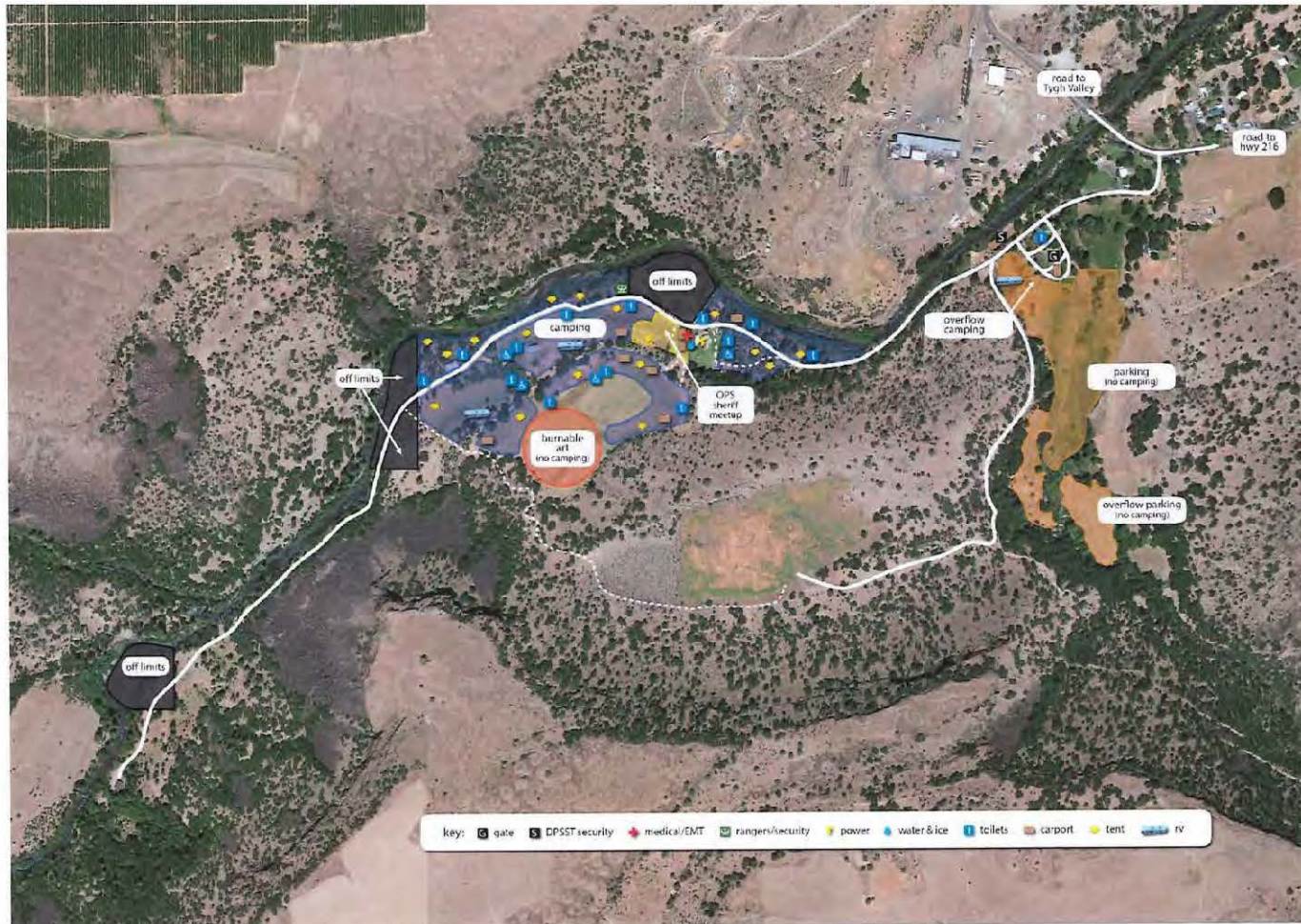
Standards Addressed



Oregon Administrative Rule (OAR) 330 Division 39

- ❑ OAR 333-039-0015 (Water Supply)
- ❑ OAR 333-039-0020 (Drainage)
- ❑ OAR 333-039-0025 (Sewerage Facilities)
- ❑ OAR 333-039-0030 (Refuse Storage and Disposal)
- ❑ OAR 333-039-0035 (Food and Sanitary Food Service)
- ❑ OAR 333-039-0040 (Emergency Medical Facilities)
- ❑ OAR 333-039-0045 (Fire Protection)
- ❑ OAR 333-039-0050 (Security Personnel)
- ❑ OAR 333-039-0055 (Traffic)

Site Plan



Staff Recommendation



Staff Recommends:

Approval of the application for an Outdoor Mass Gathering, subject to the conditions and findings contained in the Staff Report dated December 6, 2017.



FRIENDS OF THE COLUMBIA GORGE

VIA E-MAIL TO kathyw@co.wasco.or.us

December 5, 2016

Kathy White, Executive Assistant
Wasco County Board of County Commissioners
511 Washington St, Ste 302
The Dalles, Oregon 97058

Re: Updates to the Wasco County National Scenic Area Land Use and Development Ordinance – PLALEG-17-10-0010

Dear Ms. White:

Friends of the Columbia Gorge (“Friends”) is a non-profit organization with approximately 7,000 members dedicated to protecting and enhancing the resources of the Columbia River Gorge. Our membership includes hundreds of citizens who reside in the six counties within the Columbia River Gorge National Scenic Area.

Friends has reviewed the proposed changes to the Wasco County National Scenic Area Land Use and Development Ordinance (“NSA-LUDO”) and submits these comments. Please place them in the file for this matter, distribute them to the County Commissioners, and recognize us as a party to these proceedings.

In general, Friends supports the proposed changes to the NSA-LUDO to conform to the Management Plan for the Columbia River Gorge National Scenic Area (“Management Plan”).¹ Friends did identify a few changes that inject ambiguity into the NSA-LUDO and requests that changes be made to correct the issues:

- The addition to § 14.400.I.5 clarifying the allowable colors for development in the Gorge Walls, Canyonlands and Wildlands Landscape Setting is confusing. It is in the “GMA Only” section of the ordinance but prescribes colors for both the GMA and the SMA. Friends suggests

¹ These comments rely on the existence of the provisions in the savings clause in NSA-LUDO § 1.070.