



AGENDA: REGULAR SESSION

WEDNESDAY, DECEMBER 18, 2019

WASCO COUNTY BOARD OF COMMISSIONERS

WASCO COUNTY COURTHOUSE 511 WASHINGTON STREET, SUITE 302, THE DALLES, OR

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

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

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

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

9:00 a.m.	CALL TO ORDER 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. Corrections or Additions to the Agenda <u>Discussion Items</u> (Items of general Commission discussion, not otherwise listed on the Agenda) <u>Retirements</u> ; <u>ADPEP Grant Agreement</u> ; <u>MUNIS Exemption</u> ; <u>ME Agreement</u> ; <u>Lease</u> ; <u>VOCA Grant Agreement</u> <u>Consent Agenda</u> : <u>Minutes: 12.4.2019 Regular Session</u> ; <u>Reappointments</u> (Items of a routine nature: minutes, documents, items previously discussed.)
9:30 a.m.	<u>Comprehensive Plan Ordinance Updates</u> – Kelly Howsley-Glover
9:35 a.m.	<u>Urban Growth Boundary Ordinance Hearing</u> - Kelly Howsley-Glover
9:45 a.m.	<u>SOAK Outdoor Mass Gathering Public Hearing</u> – Brent Bybee
10:00 a.m.	<u>Recess to Service District Meetings</u>
10:05 a.m.	<u>STOP Center</u> – Lane Magill
10:20 a.m.	<u>Finance Policies</u> – Kayla Nelson
10:40 a.m.	<u>Watershed Councils Annual Report</u> – Abbie Forrest/Pat Davis
	COMMISSION CALL
	NEW/OLD BUSINESS
	ADJOURN

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



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
DECEMBER 18, 2019

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

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

At 9:00 a.m. Chair Kramer opened the Regular Session with the Pledge of Allegiance. Adjustments to the agenda:

- Added SRCH Agreement to Discussion List

Discussion Item – ADPEP Grant Agreement 162432

Prevention Coordinator Debby Jones explained that the Alcohol and Drug Prevention and Education Program funding used to be a pass-through grant administered by Mid-Columbia Center for Living. With changes in the State system, it became possible to contract directly which streamlines the process for all involved. This is block grant funding.

{{Vice-Chair Hege moved to approve Grant Agreement Number 162432 between Oregon Health Authority and Wasco County for programs intended to prevent alcohol, tobacco and drug use. Commissioner Schwartz seconded the motion which passed unanimously.}}

Discussion Item – Sustainable Relationships for Community Health

Ms. Jones explained that this is an agreement for screening services and allows us to be paid for her services as part of the grant. She stated that they are working for stronger relationships with medical providers to streamline workflow, screening, intervention and treatment for both youth and adults. The idea is to support those in crisis, but will also help with adolescent wellness visits. In addition, Hood River and Wasco County will work cooperatively to get young children and teens into boost camps.

{{Commissioner Schwartz moved to approve the Memorandum of

Agreement between Hood River County and Wasco County clarifying their roles as Sustainable Relationships for our Community Health partners. Vice-Chair Hege seconded the motion which passed unanimously.}}

Discussion Item – MUNIS Exemption

Finance Director Mike Middleton reviewed the memo included in the Packet. He explained that this will save money over going with a new vendor.

Vice-Chair Hege noted that the annual cost will be significantly more than the current system. Information Systems Director Paul Ferguson stated that the cost is about the same due to the hosting service that will be included. He stated that going through the numbers, it was about a \$3,000 less taking into account the staff time, server maintenance and upgrades. Mr. Stone added that we have not yet opened negotiations and may be able to reduce the costs further.

Vice-Chair Hege commented that the current system is very difficult to use and we need to move to a better platform.

{{Vice-Chair Hege moved to approve and exemption for the purchase of financial software under ORS 279B.075 and section 2a of the Wasco County Contracting Rules which state as follows: 279B.075 Sole-source procurements. (1) A contracting agency may award a contract for goods or services without competition if the Director of the Oregon Department of Administrative Services, a local contract review board, a state contracting agency, If the state contracting agency has procurement authority under ORS 279A.050, the State Chief Information Officer, with respect to goods or services described in subsection (2)(b) of this section and if the director has delegated the necessary authority to the State Chief Information Officer, or a person designated in writing by the director, board or state contracting agency with procurement authority under ORS 279A.050, determines in writing, in accordance with rules adopted under ORS 279A.065, that the goods or services, or class of goods or services, are available from only one source. (2) The determination of a sole source must be based on written findings that may include: (a) That the efficient utilization of existing goods requires acquiring compatible goods or services. Commissioner Schwartz seconded the motion which passed unanimously.}}

Discussion Item – Medical Examiner Agreement

Ms. Clark explained that Dr. McDonnell has resigned as Medical Examiner for Wasco County, although she will continue her other duties with North Central Public Health District. Dr. McDonnell has been instrumental in the search for a replacement and has identified Dr. Christopher Van Tilburg who is currently

serving as Medical Examiner for Hood River County. Dr. Van Tilburg has agreed to fill the position with Dr. McDonnell serving as a backup. The agreement in the Packet formalizes that arrangement.

Commissioner Schwartz asked about the costs. Vice-Chair Hege stated that he believes this will be an increase in the cost. Commissioner Schwartz noted that it is a hard position to fill and we are lucky to have Hood River step up to help.

{{{Vice-Chair Hege moved to approve The Medical Examiner Services Agreement between Wasco and Hood River Counties. Commissioner Schwartz seconded the motion which passed unanimously.}}}

Discussion Item – Lease

Mr. Stone explained that for a number of years the Columbia Gorge Health Council has occupied the County Building located at 610 Court Street; heretofore, we have not charged rent as we viewed it as an in-kind contribution to getting the Coordinated Care Organization started in this region. The organization is now well-established and the arrangement needs to be made formal with rent collected.

{{{Commissioner Schwartz moved to approve the lease agreement between Wasco County and the Columbia Gorge Health Council for 610 Court Street, The Dalles. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Consent Agenda – 12.4.2019 Minutes/Reappointments

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

County Clerk Lisa Gambee reported that there is a national effort through the National Association of Secretaries of State to encourage citizens to turn to local officials with any questions regarding information they are seeing around elections in an effort to stem the tide of misinformation. In addition, risk-limiting election audits will now be conducted – a statistically selected group of ballots will be used to determine the validity of election results.

Commissioner Schwartz asked how people without addresses are able to vote. Ms. Gambee replied that the homeless can register to vote by giving a general idea of their location, even if it is a park bench. That information will help to determine their district. They can come into the office to pick up a ballot or they can have it sent to general delivery at the Post Office.

Ms. Gambee said that her office is working on voter activation for 3,000 inactive Wasco County voters. So far they have found 300 that have moved to other states. They are contacting those states for verification so voters no longer residing in Wasco County can be cleared from our database.

Agenda Item – Comprehensive Plan Ordinance Update – 2nd Hearing

At 9:31 a.m. Chair Kramer opened public hearing for 921-18-000216, 921-18-000217, 921-18-000218, 921-18-000219 and 921-19-000125, a review of a recommendation made by the Wasco County Planning Commission for: A legislative hearing to consider approving amendments to the Wasco County Comprehensive Plan primarily relating to policies and implementation strategies for Natural Resources, Scenic and Historic Areas and Open Spaces, Natural Hazards, Public Facilities and Services and Energy Conservation. Amendments also include the adoption of a new format for the plan. These amendments relate to work tasks 13-16 and 19 of Wasco County's Periodic Review to update the Comprehensive Plan.

He continued by explaining the process for the hearing and asking the following questions:

- Does any Commission member wish to disqualify themselves for any personal or financial interest in this matter? There were none.
- Does any member of the audience wish to challenge the right of any Commission member to hear this matter? There were none.
- Is there any member of the audience who wishes to question the jurisdiction of this body to act on behalf of Wasco County in this matter? There were none.

Long-Range Planner Dr. Kelly Howsley-Glover noted that as requested at the first hearing, language has been added regarding alternative solid waste treatment. There being no questions or comments, Chair Kramer closed the hearing at 9:36 a.m.

{{{Commissioner Schwartz moved to approve Ordinance 19-007 in the matter of the Wasco County Planning Commission's request to approve proposed periodic review legislative amendments to update the Comprehensive Plan related to land use planning goals 5, 7, 11 and 13 in chapters 5, 7, 11 and 13 of Wasco County 2040, the comprehensive plan (file number 921-18-000216, 921-18-000217, 921-18-000218, 921-18-000219, and 921-19-000125). Vice-Chair Hege seconded the motion which passed unanimously.}}}

Dr. Howsley-Glover stated that she will now send the Ordinance to the State for approval.

Agenda Item – Urban Growth Boundary Ordinance – 2nd Hearing

At 9:39 a.m. Chair Kramer opened public hearing 921-19-000170 PLNG, a review of adoption by The Dalles City Council of: Updates to the City of The Dalles Land Use and Development Ordinance and Comprehensive Plan; the proposed amendments will have a widespread affect, on many properties and zones, and is therefore a legislative amendment.

He continued by explaining the process for the hearing and asking the following questions:

- Does any Commission member wish to disqualify themselves for any personal or financial interest in this matter? There were none.
- Does any member of the audience wish to challenge the right of any Commission member to hear this matter? There were none.
- Is there any member of the audience who wishes to question the jurisdiction of this body to act on behalf of Wasco County in this matter? There were none.

Dr. Howsley-Glover introduced City of The Dalles Senior Planner Dawn Hurt to help address concerns expressed by the Board at the first hearing.

Some discussion ensued around the accuracy of the maps provided regarding the industrial areas within the Urban Growth Boundary and outside of the Scenic Area.

Dr. Howsley-Glover stated that the house bill being applied in the Ordinance is meant to address housing issues in the State of Oregon. One of the items targets middle housing defined as units above and beyond single family housing. It requires cities with populations over 10,000 and counties with populations over 15,000 to allow for multi-unit housing – duplexes in all cases, tri or quadraplexes in some cases. It clearly identifies the Urban Growth Boundary as under the law.

Vice-Chair Hege asked for that section of the law to be pointed out. Ms. Howsley-Glover stated that within Section 2 it talks about what is exempt and it calls out lands that are not in the Urban Growth Boundary.

Vice-Chair Hege noted that in Section 4 it says this section does not apply to lands that are not incorporated and lack sufficient developed surfaces. In Section E states that lands that are not incorporated and are not zoned for planned urban development. Dr. Howsley-Glover responded that being designated as Urban

Growth Boundary is the definition of “planned for urban development.” Vice Chair Hege stated that he does not feel like this applies outside the City limits.

Ms. Hurt reported that the City of The Dalles is the first city in the state to implement the new state law.

Vice-Chair Hege asked about the RV element. Ms. Hurt replied that the City Code reflected State Regulations. They have cleaned it up to have it become a Building Code issue.

Chair Kramer closed the hearing at 9:56 a.m.

{{{Commissioner Schwartz moved to approve Ordinance 19-008 in the matter of the Wasco County Planning Commission’s request to approve city of The Dalles legislative amendments to the City of the Dalles Comprehensive Plan and Land Use and Development Ordinance impacting lands in the urban growth boundary (file number 921-19-000170 PLNG). Chair Kramer and Commissioner Schwartz voted “yay;” Vice-Chair Hege voted “nay.” Motion passed.}}}

Agenda Item – SOAK Outdoor Mass Gathering Permit Hearing

At 9:58 a.m. Chair Kramer opened a hearing for the purpose of considering:

921-19-000169-PLNG: a request for an Outdoor Mass Gathering permit for a music and art festival entitled “SOAK 2020,” (also known as “Burning Man Portland”) May 21st - 25th, 2020. Attendance is capped at 1,900 including staff and volunteers. He reviewed the process for the hearing and asked the following questions:

- Do any Commissioners wish to disqualify themselves for any personal or financial interest in this matter? There were none.
- Does any member of the audience wish to challenge the right of any Commissioner to hear this matter? There were none
- Is there any member of the audience who wishes to question the jurisdiction of this body to act on behalf of Wasco County in this matter? There were none.
- Do any Commissioners need to disclose ex-parte contacts? There were none

Associate Planner Brent Bybee reviewed his presentation (attached). He stated that we have received one comment (attached) regarding the length of time that music is allowed at the event. He stated that all criteria have been met; staff

recommends approval.

Chair Kramer asked if the organizers have seen the complaint. Mr. Bybee responded that they have not.

Vice-Chair Hege said that he recalls having time restrictions for noise when permitting the What the Festival outdoor mass gathering. Sheriff Lane Magill responded that the sound restriction began at midnight for the WTF event.

Vice-Chair Hege commented that it seems like our Ordinance would have a lower-end threshold for the number of attendees that constitute an outdoor mass gathering. Mr. Bybee stated that other jurisdictions have tiers for the outdoor mass gatherings; our ordinance ensures safety for even small gatherings. Planning Director Angie Brewer added that it is a mechanism for commercial events that are not otherwise allowed.

Commissioner Schwartz asked why there is a difference between the noise requirements from one festival to the other. Mr. Bybee replied that WTF was a music festival; SOAK is more of an art festival with some music that occurs.

Event organizer Tacy Brotherton stated that this is the fifth year for the SOAK event in Wasco County. The only change this year is the increase in the number of attendees with a corresponding increase in security. Currently, music is banned from 6 a.m. to 10 a.m.; bass is cut at 3 a.m. He stated that they have deejay music and there can be live bands. Attendees set up their own mini-stages; the organizers try to stage them so they do not face out from the event, but it is located in a canyon where sounds travel in ways that are not intended.

Ryan Gossma from Precipitation Northwest stated that over the last 5 years, they have taken feedback from the community and made changes as a result.

Vice-Chair Hege noted that WTF had to make significant modifications based on complaints about noise. One of the changes was to shut the stages down at midnight. He observed that the SOAK event has done very well; he encouraged them to work with the neighbors to resolve this issue.

The organizers responded that it is a very valid concern and they will further consider modifications once they are able to talk to the neighbors.

Vice-Chair Hege commented that staff is recommending approval and the applicant seems to be committed to working on the noise complaint. Hopefully, there will not be further complaints following the 2020 event.

Chair Kramer closed the hearing at 10:22 a.m.

{{Vice-Chair Hege moved to approve Order 19-155 approving an Outdoor Mass Gathering for SOAK 2020, an arts festival and camping event, May 21-25, 2020 file 921-19-000169-PLNG. Commissioner Schwartz seconded the motion which passed unanimously.}}

Agenda Item – STOP Center

Sheriff Magill reviewed a handout (attached), saying that the same document will be sent to the Local Public Safety Coordinating Councils from participating counties. He stated that for the last eight years he and others have been working on mental health issues in the region. Four years ago, an assessment was conducted to identify community needs; one item that was highlighted was mental health and its impact on our criminal justice system. GOBHI began another, more local, assessment in February – the four priorities from that assessment are included in the memo. A 10-person team has been assembled to seek solutions. One of the ideas is to create a 501 3C to provide equal representation and support funding. We want to be able to sustain it within the region. He concluded by expressing his determination and commitment to solving the issue.

Chair Kramer commented that Moro and Umatilla want to be part of the conversation. Representatives Smith and Barreto support the efforts; we have an opportunity to push this up the ladder rather than waiting for it to come down from the State.

Commissioner Schwartz commented that she has a lot of questions; she suggested that they schedule it for an upcoming work session.

Agenda Item – Watershed Report

Pat Davis, Chair of both the White River Watershed Council and the Watershed Council Coordinating Board, explained that a few years ago, the State asked local watershed councils to form a Coordinating Board to streamline work. The Board has become the primary point of contact for the State. One of the benefits of the new system is that the counties have become a lot more collaborative. It has also helped with funding and administrative work, increasing the number of projects we can take on.

Representatives from each Watershed Council in Wasco County reviewed their section of the annual watershed council report included in the Board Packet. Vice-Chair Hege asked Bakeoven Watershed Council Chair Bob Krein his thoughts on solar projects as they relate to the watershed. Mr. Krein noted that he has a vested

interest as there is a solar project that is partially on his property. He reported that we get about 11 inches of rain per year; as long as they maintain vegetative cover, there shouldn't be run-off.

Mr. Davis related that an article in the Oregonian reported on the die-off of salmon due to water temps. For years, we have not had a single salmon die in the 12-mile due to the efforts of irrigators who have agreed to cool the streams during hot spells.

15-Mile Watershed Council Chair Phil Kaser stated that our county is unique in collaboration; many counties do not have that collaborative relationship between the Soil and Water District and the Watershed Councils. Vice-Chair Hege concurred saying that he was on the Watershed Council Panel at the recent AOC conference, Oregon Watershed Enhancement Board representatives stated that Wasco County is the poster child for cooperation. He commended the Watershed Councils for doing it right.

Discussion Item – VOCA Grant

Victim's Assistance Coordinator Judy Urness explained that this is a recurring non-competitive grant. The only change is more funding for training and emergency services.

{{{Vice-Chair Hege moved to approve the Victims of Crime Act Criminal Fine Account 2019-2021 Non-competitive Grant Agreement DAVAP-00065 between the Oregon Department of Justice and Wasco County. Commissioner Schwartz seconded the motion which passed unanimously.}}}

Agenda Item – Finance Policies

Mr. Middleton explained that there are no substantive changes to the Investment Policy; it has been formatted to make it consistent with the other Finance Policies. He went on to say that there had been a twenty-two-page document outlining expenditures; it was overly detailed and restrictive. He and his staff have worked to make it more procedural.

{{{Vice-Chair Hege moved to approve the Wasco County Expenditures Policy to supersede any previously adopted Expenditure Policies. Commissioner Schwartz seconded the motion which passed unanimously.}}}

{{{Vice-Chair Hege moved to approve the Wasco County Investment Policy to supersede any previously adopted Investment Policies. Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item – District Meetings

At 11:31 Chair Kramer recessed the Regular Session to open meetings for the Wasco County Library Service District and the 4H and Extension Service District.

The Session reconvened at 11:35 a.m.

Commission Call

Commissioner Schwartz announced that she will be attending an Emergency Preparedness Workshop in March; Oregon Health Authority will be there along with Emergency Management.

Chair Kramer stated that Dennis Teitzel has reached out to him to talk about wildfire. Legislation will be coming forward again that might allow for more rangeland fire associations rather than forming districts.

Chair Kramer commented that last week there was a ruling that will impact one of our departments. He stated that he has a meeting set up with Mr. Nisley; the main concern is around staff and community as we move forward. He said that his goal is to make sure the department is kept whole and can provide services. He said that he will also be meeting with Judge Stauffer.

Chair Kramer recommended that Vice-Chair Hege take on the position of Chair and Commissioner Schwartz Vice-Chair for the next two years.

*****The Board was in consensus for Commissioner Hege to serve as Board Chair and Commissioner Schwartz to serve as Vice-Chair for the next two calendar years.*****

Commissioner Schwartz thanked Commissioner Kramer for being such a wonderful Chair during her first year on the Board.

The Session was adjourned at 11:45 a.m.

Summary of Actions

MOTIONS

- **To approve Grant Agreement Number 162432 between Oregon Health Authority and Wasco County for programs intended to prevent alcohol, tobacco and drug use.**
- **To approve the Memorandum of Agreement between Hood River County and Wasco County clarifying their roles as Sustainable Relationships for our Community Health partners.**

- **To approve and exemption for the purchase of financial software under ORS 279B.075 and section 2a of the Wasco County Contracting Rules which state as follows: *279B.075 Sole-source procurements. (1) A contracting agency may award a contract for goods or services without competition if the Director of the Oregon Department of Administrative Services, a local contract review board, a state contracting agency, If the state contracting agency has procurement authority under ORS 279A.050, the State Chief Information Officer, with respect to goods or services described in subsection (2)(b) of this section and if the director has delegated the necessary authority to the State Chief Information Officer, or a person designated in writing by the director, board or state contracting agency with procurement authority under ORS 279A.050, determines in writing, in accordance with rules adopted under ORS 279A.065, that the goods or services, or class of goods or services, are available from only one source. (2) The determination of a sole source must be based on written findings that may include: (a) That the efficient utilization of existing goods requires acquiring compatible goods or services.***
- **To approve The Medical Examiner Services Agreement between Wasco and Hood River Counties.**
- **To approve the lease agreement between Wasco County and the Columbia Gorge Health Council for 610 Court Street, The Dalles.**
- **To approve the Consent Agenda – 12.4.2019 Regular Session Minutes; reappointments.**
- **To approve Ordinance 19-007 in the matter of the Wasco County Planning Commission's request to approve proposed periodic review legislative amendments to update the Comprehensive Plan related to land use planning goals 5, 7, 11 and 13 in chapters 5, 7, 11 and 13 of Wasco County 2040, the comprehensive plan (file number 921-18-000216, 921-18-000217, 921-18-000218, 921-18-000219, and 921-19-000125).**
- **To approve Ordinance 19-008 in the matter of the Wasco County Planning Commission's request to approve city of The Dalles legislative amendments to the City of the Dalles Comprehensive Plan and Land Use and Development Ordinance impacting lands in the urban growth boundary (file number 921-19-000170 PLNG).**
- **To approve Order 19-155 approving an Outdoor Mass Gathering for SOAK 2020, an arts festival and camping event, May 21-25, 2020 file**

921-19-000169-PLNG.

- **to approve the Victims of Crime Act Criminal Fine Account 2019-2021 Non-competitive Grant Agreement DAVAP-00065 between the Oregon Department of Justice and Wasco County.**
- **To approve the Wasco County Expenditures Policy to supersede any previously adopted Expenditure Policies.**
- **To approve the Wasco County Investment Policy to supersede any previously adopted Investment Policies.**


CONSENSUS ITEMS

- **For Commissioner Hege to serve as Board Chair and Commissioner Schwartz to serve as Vice-Chair for the next two calendar years.**

Wasco County
Board of Commissioners



Steven D. Kramer, Board Chair



Scott C. Hege, Vice-Chair



Kathleen B. Schwartz, County Commissioner



DISCUSSION LIST

RETIREMENTS

ADPEP GRANT AGREEMENT – Debby Jones

MUNIS EXEMPTION – Mike Middleton

ME AGREEMENT – Kathy White

CCO LEASE AGREEMENT – Tyler Stone

VOCA GRANT AGREEMENT – Judy Urness



DISCUSSION ITEM

Retirements

[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM: RETURN TO AGENDA](#)



DISCUSSION ITEM

ADPEP Grant Agreement

[STAFF MEMO](#)

[ALCOHOL AND DRUG PREVENTION AND EDUCATION PROGRAM IGA](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: ADPEP Agreement

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEBBY JONES

DATE: 12/11/2019

BACKGROUND INFORMATION:

Historically the Substance Abuse Prevention block grant funds were funneled through the local mental health authority when prevention was housed under Addiction and Mental Health at the state level. During that time (pre CCO's) the county prevention plans were part of the biennial implementation plan for all mental health and substance abuse block grant funds that Mid-Columbia Center for Living received.

Three years ago the Oregon Health Authority Director dismantled AMH and set up new systems at the state level. Substance abuse prevention block grant dollars were moved into the state Public Health Division and under the Health Promotion Chronic Disease Prevention section. Counties have the final say as to who contracts out those dollars. YouthThink has had a strong and collaborative partnership with MCCFL and they continued as the financial holder of the contract. It was handled as a pass through funding process.

With the change in leadership with MCCFL, Molly Rogers and I discussed the option of having Wasco County be the official receiver of the funds and relieving MCCFL of the burden since there are no longer biennial implementation plans as in the past due to the CCO requirements.

Molly Rogers, Al Barton and Amanda Cue (from the state) continued this conversation and over the past few months the work of transferring the contract to Wasco County has been in place. There is no additional burden placed on Wasco County and the change will actually be more streamlined under the current state structure.



Grant Agreement Number 162432

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA,” and

**Wasco County
dba Wasco County Youth Services
202 East Fifth Street
The Dalles, Oregon 97058
Attn: Steve Kramer, Chair-Wasco County Board of Commissioners
Telephone: 541-506-2673
Facsimile: 541-506-2661
E-mail address: kathyw@co.waso.or.us
debbvj@co.wasco.or.us**

hereinafter referred to as “Recipient.”

**Public Health Division
Health Promotion & Chronic Disease Prevention Section
800 NE Oregon Street, Suite 730
Portland, OR 97232
Agreement Administrator: Amanda Cue or delegate
Telephone: 971-673-1121
Facsimile: 971-673-0994
E-mail address: amanda.c.cue@state.or.us**

1. Effective Date and Duration.

Upon approval of this Agreement by the parties, and when required, the Department of Justice, this amendment shall become effective on **July 1, 2019** regardless the date this amendment has been fully executed by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2021**. Agreement termination shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

- a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: Information Required by 2 CFR 200.331(a)(1)

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

- b. 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 documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, C, and E.

3. Grant Disbursement Generally.

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$123,501**. OHA will not disburse grant funds to Recipient in excess of the not-to-exceed amount and will not disburse grant funds until this Agreement has been signed by all parties. OHA will disburse the grant funds to Recipient as described in Exhibit A.

4. Vendor or Subrecipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

☒ Recipient is a subrecipient ☐ Recipient is a vendor ☐ Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: **93.959**

5. **Recipient Data and Certification.**

- a. **Recipient Information.** Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): Wasco County

Street address: 511 Washington Street, Suite 101

City, state, zip code: The Dalles, OR 97058

Email address: mollyr@co.wasco.or.us

Telephone: (541) 506.2667 Facsimile: (541) 506.2551

Proof of Insurance: Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: SAIF

Policy #: 482892 Expiration Date: 6.30.2020

- b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

(1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to the OHA Contract Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;

(2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;

- (3) The information shown in this Section 5a. “Recipient Information”, is Recipient’s true, accurate and correct information;
- (4) To the best of the undersigned’s knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) Recipient and Recipient’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) Recipient is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) Recipient is not subject to backup withholding because:
- (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- (8) Recipient Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN within 10 days.

RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

6. **Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

Wasco County
dba Wasco County Youth Services
By:

_____ Authorized Signature	_____ Steven D. Kramer Printed Name
_____ Chair, Wasco County Board of Commissioners	_____ December 18, 2019
_____ Title	_____ Date

State of Oregon acting by and through its Oregon Health Authority
By:

_____ Authorized Signature	_____ Printed Name
_____ Title	_____ Date

Approved for Legal Sufficiency:

Not required per OAR 137-045-0030(1)(a)

_____ Department of Justice	_____ Date
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OHA Program Review:

Approved by Amanda Cue via email on December 4, 2019; email in agreement file.

APPROVED AS TO FORM:

Bradley V. Timmons
Wasco County Counsel
162432-01ob
OHA IGA Grant Agreement (reviewed by DOJ)

EXHIBIT A
Part 1
Program Description

1. Alcohol and Drug Prevention and Education Program (ADPEP)

Alcohol and Drug Prevention and Education Program (ADPEP) funds are used to prevent alcohol, tobacco and drugs use and associated effects, across the lifespan. The **ADPEP** objective is to help plan, implement and evaluate strategies that prevent substance abuse, by reducing of risk factors and increasing protective factors associated with alcohol, tobacco and other drugs. (See <https://www.samhsa.gov/grants/block-grants/sabg>)

ADPEP programs, defined by the National Academies of Science Continuum of Care prevention categories, include promotion, universal direct, universal indirect, selective, and indicated prevention:

- Promotion and universal prevention address the entire population with messages and programs aimed at prevention or delaying the use of alcohol, tobacco and other drugs.
- Selective prevention targets are subsets of the total population that are deemed to be at risk for substance abuse by virtue of membership in a particular population segment.
- Indicated prevention is designed to prevent the onset of substance abuse in individuals who do not meet criteria for addiction but who are showing elevated levels of risk and early danger signs.

ADPEP programs support implementation of the Center for Substance Abuse Prevention's (CSAP) six strategies:

- 1) Information Dissemination;
- 2) Prevention Education;
- 3) Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives;
- 4) Community Based Processes;
- 5) Environmental/Social Policy; and
- 6) Problem Identification and Referral.

2. Required Recipient Activities (each an “Activity”)

- 2.1** Recipient shall submit to Oregon Health Authority (OHA) for approval, a Biennial Alcohol and Drug Prevention and Education Program (ADPEP) Plan (“Biennial ADPEP Plan”), for 2021-23 which details the strategies to be implemented, as outlined in this Program Description and as described in annual guidance documents provided by OHA and the goals, objectives and outcomes to be achieved by implementing those strategies.

(Completion Due: the 2021-23 Biennial ADPEP Plan is due June 1, 2021).

Note: the parties acknowledge that Recipient, or a prior grant Recipient, has submitted a Biennial ADPEP Plan for 2019-21 to OHA for approval which, if approved by OHA, is the “OHA-approved **2019-21** Biennial ADPEP Plan” referred to in Section 2.2.

- 2.2** Recipient shall implement the Recipient’s OHA-approved **2019-21** Biennial ADPEP Plan, including but not limited to, the following types of activities:

- Information Dissemination – local implementation of media campaigns; Public Service Announcements (PSA);
- Prevention Education – assuring school policy supports evidence-based school curricula and parenting education and skill building; peer leadership; classroom education;
- Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives - youth leadership and community service projects that support policy strategies and goals; mentoring programs;
- Community Based Processes - community engagement and mobilization; Building and effectively managing prevention coalitions;
- Environmental/Social Policy - school policies and community or organizational rules and laws regulating alcohol, tobacco and other drugs; and
- Problem Identification and Referral – sustainable referral systems to evidence-based health care systems, services and providers.

(Completion Due: on an ongoing basis throughout the term of this Agreement).

- 2.3** Recipient shall coordinate efforts among diverse stakeholders and related programs (e.g. other alcohol and drug efforts such as prescription drug overdose, tobacco prevention, mental health and suicide prevention) in local communities.

Such coordination offers a shared benefit of coordinated mobilization and leveraged resources to achieve local policy and environmental change goals and measurable improvement in health status. Recipients must determine how best to coordinate with local Tobacco Prevention and Education Program (TPEP) to include in the biennial plan detail of coordinated strategies. Per the ADPEP Program Guidance for the 2019-2021 Biennium for program requirements, recipient shall share finalized biennial program plan with TPEP Coordinators within a shared service area to aid in greater coordination and collaboration.

(Completion Due: on an ongoing basis throughout the term of this Agreement).

- 2.4** Recipient shall participate in site visits, state trainings, meetings and evaluation activities as requested or required by OHA.

(Completion Due: on an ongoing basis throughout the term of this Agreement).

3. Reporting Requirements

- 3.1** Recipient shall report to OHA semi-annually to describe progress made in completing activities and achieving the goals and objectives set forth in the Recipient's OHA-approved Biennial ADPEP Plan. If Recipient completes fewer than 75% of the planned activities in its OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan for two consecutive calendar quarters in one state fiscal year recipient will not be eligible to receive funding under this Grant Agreement during the next state fiscal year.

(Semi-Annual Progress Reports Due: on an ongoing basis throughout the term of this Agreement each six months beginning with the first report in January 2020 and as otherwise requested by OHA).

- 3.2** Recipient shall submit written annual Progress reports to OHA using forms and procedures provided by OHA to describe results in achieving the goals and objectives through implementing the evidence-based strategies set forth in the Recipient's OHA-approved Biennial ADPEP Plan as well as any obstacles encountered, successes and lessons learned. **(Annual Progress Reports Due: July 30, 2019 (for the period of July 1, 2018 – June 30, 2019) and July 30, 2020 (for the period of July 1, 2019 – June 30, 2020)).**

Note: if this Agreement is extended for 2021-23 by an amendment, OHA will include an Annual Progress Report requirement for the period of July 1, 2020 – June 30, 2021 in the extension amendment.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Expenditure of Grant Funds.

- a. OHA will reimburse Recipient for allowable expenses incurred in performing Program activities as described in **Exhibit A, Part 1, Program Description** consistent with the OHA approved Budget* for the subject period.

***Note re: Budget Adjustments:**

Budget adjustments of up to 10% of the cumulative grant award amount are allowable between or within Budget categories and line items. No OHA approval is required for such adjustments, but Recipient shall notify the OHA Agreement Administrator of all such changes.

Budget adjustments exceeding 10% of the cumulative grant award amount between or within Budget categories and line items require the prior written approval of the OHA Agreement Administrator.

- b. Recipient shall prepare and submit written Expenditure Reports and Reimbursement Requests at least quarterly and no more than monthly and within 30 days of the subject period end.
- c. Recipient's Expenditure Reports and Reimbursement Requests shall include:
- Recipient's name
 - Agreement number;
 - Agreement not-to-exceed (NTE) amount;
 - Budget NTE amount per Activity;
 - An itemized list of Program expenses to be reimbursed for the subject period such as personnel, fringe, travel, supplies, indirect, other); and
 - Amounts billed by Recipient for current Reimbursement Request period by Activity; and
 - The Cumulative amounts billed by Recipient to date per Activity; and
- d. Recipient's Expenditure Reports shall include a detailed accounting report of the itemized expenses. Supporting documentation of Program expenses must be maintained by Recipient and made available to OHA upon request. Recipient shall revise and resubmit Expenditure Reports to OHA's satisfaction.
- e. Recipient shall send all Expenditure Reports and Reimbursement Request, to OHA's Contract Administrator (**Amanda Cue**) at following email addresses, or to any other address as OHA may indicate in writing to Recipient:
amanda.c.cue@state.or.us.

2. Travel and Other Expenses.

OHA will reimburse Recipient for travel and other expenses included in the OHA-approved budget.

EXHIBIT A

Part 3 Special Terms and Conditions

1. HIPAA Compliance.

The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). Recipient is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504. Recipient's failure to comply with these requirements shall constitute a default under this Agreement and such default shall not be subject to Exhibit B, Limitation of Liabilities.

- a. **Consultation and Testing.** If Recipient reasonably believes that the Recipient's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Recipient shall promptly consult the OHA Information Security Office. Recipient or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
- b. **Data Transactions Systems.** If Recipient intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Recipient shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.

2. Federal Whistleblower Protection.

Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Pilot Program for Enhancement of Employee Whistleblower Protection.

EXHIBIT B
Standard Terms and Conditions

1. Governing Law, Consent to Jurisdiction.

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 OHA or any other agency or department of the State of Oregon, or both, and Recipient 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 the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. 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. This Section shall survive expiration or termination of this Agreement.

2. Compliance with Law.

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.

3. Independent Parties.

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

4. Grant Funds; Payments.

- a.** Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA’s participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
- b.** Disbursement Method. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must

maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to OHA on a OHA-approved form.

5. Recovery of Overpayments.

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.

6. Reserved.

7. 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 a 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. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient 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 the State on the one hand and of the Recipient 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. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

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

This Section shall survive expiration or termination of this Agreement.

8. Indemnification by Subcontractors.

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

9. Default; Remedies; Termination.

a. Default by Recipient. Recipient shall be in default under this Agreement if:

- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
- (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 9.c.(2);
- (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or

- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
 - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 9.a.
- (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

10. Insurance.

All employers, including Recipient, 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). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

11. Records Maintenance, Access.

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

12. Information Privacy/Security/Access.

If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

13. Assignment of Agreement, Successors in Interest.

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.

- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

14. Resolution of Disputes.

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. This Section shall survive expiration or termination of this Agreement.

15. Subcontracts.

Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries.

OHA and Recipient 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

17. Severability.

The parties 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 provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

18. 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, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication

or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

19. Headings.

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

20. Amendments; Waiver; Consent.

OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The 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. This Section shall survive the expiration or termination of this Agreement.

21. Merger Clause.

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.

22. Limitation of Liabilities.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

EXHIBIT C

SUBCONTRACTOR INSURANCE REQUIREMENTS

Recipient shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Recipient and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. 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 Agency. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor 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 Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when the Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, 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). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

☐ Required ☒ Not required

AUTOMOBILE LIABILITY INSURANCE:

☐ Required ☒ Not required

PROFESSIONAL LIABILITY:

☐ Required ☒ Not required

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

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, Contractor 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 this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and Recipient's acceptance of all Services required under this Subcontract, or, (ii) Recipient's or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Recipient shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Recipient shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions.

Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of OHA Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.

2. Equal Employment Opportunity.

If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations.

If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of

facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. Energy Efficiency.

Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

5. Truth in Lobbying. By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or

video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f.** No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g.** The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h.** No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery.

Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. Audits.

- a.** Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b.** If Recipient expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at

2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Recipient expends less than \$750,000 in a federal fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance Access".

8. Debarment and Suspension.

Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. Drug-Free Workplace.

Recipient shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Recipient certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Recipient's workplace or while providing services to OHA Clients. Recipient's notice shall specify the actions that will be taken by Recipient against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by 41 U.S.C. 8104; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Recipient, or any of Recipient's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Recipient or Recipient's employee, officer, agent or subcontractor has used

a controlled substance, prescription or non-prescription medication that impairs the Recipient or Recipient's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. Pro-Children Act.

Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

11. Medicaid Services.

Recipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Recipient shall acknowledge Recipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).

12. Agency-based Voter Registration.

If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration

opportunities be offered where an individual may apply for or receive an application for public assistance.

13. Disclosure.

- a.** 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b.** 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c.** As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- d.** Recipient shall make the disclosures required by this Section to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

14. Federal Intellectual Property Rights Notice.

The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms

“grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:

- a.** The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- c.** The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

EXHIBIT E

Information Required by 2 CFR 200.331(a)(1)*

Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): **Wasco County**
2. Subrecipient's DUNS number: **084415959**
3. Federal Award Identification Number (FAIN): **B08TI010043-19 and 2B08TI010043-20**
4. Federal Award Date: **10/01/2018-9/30/2020**
5. Sub-award Period of Performance Start and End Date: From **7/1/2019** to **06/30/2021**
6. Total Amount of Federal Funds Obligated by this Agreement: **\$107,630**
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: **\$107,630**
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: **\$107,630**.
9. Federal award project description: **Provides block grant resources for treatment services (OHA Health Services) and foundational substance abuse prevention (PHD) to address alcohol, tobacco and other drugs.**
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of Federal awarding agency: **Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment**
 - (b) Name of pass-through entity: **Oregon Health Authority**
 - (c) Contact information for awarding official of the pass-through entity: **Luci Longoria, Manager, State Policy, Systems and Environmental Change ; 971-673-1064; luci.longoria@state.or.us**
11. CFDA Number and Name: **93.959 (Substance Abuse Prevention and Treatment Block Grant)**
Amount: **\$20,581,505^[BLO1]**
12. Is Award Research and Development? ☐ Yes ☒ No
13. Indirect cost rate for the Federal award: **5%**

*For the purposes of this Exhibit, the term “Subrecipient” refers to Wasco County and the term “pass-through entity” refers to Oregon Health Authority.

**The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year.



MOTION

SUBJECT: Proposed ADPEP Motion

I move to approve Grant Agreement Number 162432 between Oregon Health Authority and Wasco County for programs intended to prevent alcohol, tobacco and drug use.



DISCUSSION ITEM

Munis Exemption

[STAFF MEMO](#)



MEMORANDUM

SUBJECT: ERP SOFTWARE UPGRADE SOLE SOURCE EXEMPTION REQUEST

TO: BOARD OF COUNTY COMMISSIONERS, COUNTY ADMINISTRATOR

FROM: MIKE MIDDLETON & KAYLA NELSON, FINANCE DEPARTMENT

DATE: 12/4/2019

BACKGROUND INFORMATION:

Wasco County invested in Eden software in 2005 as the County's primary financial software. The average useful life of Enterprise Resource Planning software like Eden is 10 years, and Wasco County has now surpassed 14 years. Eden software stopped releasing enhancements 2 years ago and currently has less than 200 active clients.

As the Eden software has become antiquated, the administrative workload is becoming excessive and requiring additional effort for all staff. Departments are unable to pull reports without assistance from finance, processes are inconsistent because of system limitations, and even simple analysis requires exporting to Excel. Wasco County is in a position to upgrade our software with Tyler Technologies.

In FY 2017, Wasco County purchased Eden Web Extensions, which the Finance department completed implementation of in late FY 2018 once fully staffed. This enabled online access to timekeeping and other HR/payroll information. Later in FY 2019, the staff implemented two new modules in Eden for contract and asset management. At a total investment of over \$40,000 over three years, the intent was to build mature processes and gather more usable data for a future upgrade. This also enabled Wasco County to procure these modules at a rate lower than comparable software packages.

In the most recent years, system limitations have become more of a barrier. Notes from our audit firm, specifically, over the past two years addressed internal control concerns that Eden simply cannot manage. These included the ability to approve payroll and approve addition of new vendors. These particular issues are being solved via manual processes, such as through email and locking permissions for specific functions that should otherwise be usable by most staff.

Approximate Tyler Technologies Spend Since 2006:

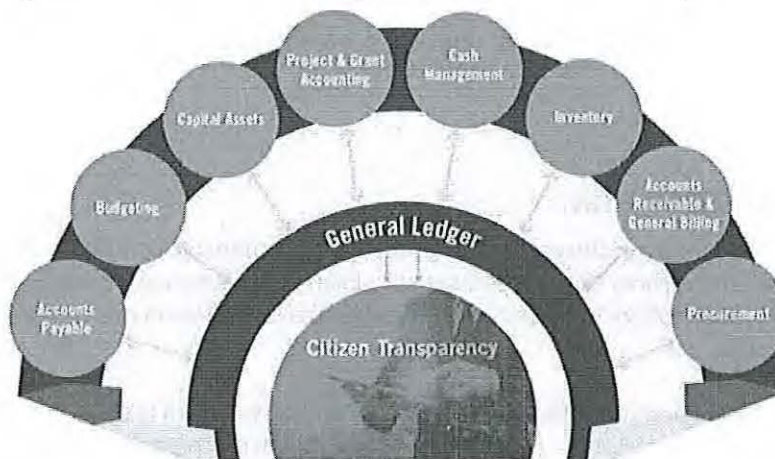
Type	Total	Annual Average
Eden Licenses	\$78,650	
Eden Maintenance / Support	\$211,946	\$19,200
Eden Services (Implementation, Training, etc.)	\$142,499	\$14,250

Last year's maintenance for Eden was \$22,347.76 (excluding internal employee services and hardware).

Tyler Technologies has an “evergreen” philosophy which means all license fees are waived when upgrading from existing software. Wasco County is eligible for waived software license costs for comparable modules already owned in Eden.

MUNIS SOFTWARE:

The recommended up to date software for a municipal government the size of Wasco County is called Munis. Munis is a web-based, fully integrated Enterprise Resource Planning software. Users can access real-time data from any device.



Central Budget Entry

Line	Account	Project	Description	2015 Adopted	2015 Adopted	2015 Adopted	2015 Adopted	2015 Adopted	2015 Adopted
10	4010	4010	Salaries & Benefits	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
20	4020	4020	Salaries & Benefits	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
30	4030	4030	Salaries & Benefits	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
40	4040	4040	Salaries & Benefits	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
50	4050	4050	Salaries & Benefits	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
60	4060	4060	Salaries & Benefits	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
70	4070	4070	Salaries & Benefits	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
80	4080	4080	Salaries & Benefits	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
90	4090	4090	Salaries & Benefits	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
100	4100	4100	Salaries & Benefits	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000

Central Budget Entry

The financial modules within Munis are comparable to that of Eden, with additional functionality like a report writer, content management, and analytics tools. Current cost for equivalent modules in Munis is \$121,100, all of which would be waived as part of our upgrade. Tyler Technologies also offers a hosted solution for Munis, as opposed to the current on - premise structure of Eden. The proposed Munis model and details provided below are based on this hosted solution.

FINANCIAL SUMMARY:

The estimated total one time cost for Munis is \$268,000 plus \$60,000 in hosting fees:

Munis Estimated Cost by Fiscal Year

Fiscal Year	Expense
2020	Approx. \$50,000
2021	Approx. \$150,000
2022	Approx. \$68,000 + \$60,000 for hosting

Munis Estimated Cost by Type

Type	Expense
License / Hardware	\$48,275
Implementation Services	\$197,140
Conversion Fees	\$22,990
Hosting Fees	\$60,000 per year

Munis Detailed Estimated Cost

	Description	License	Implementation Services	Data Conversion	Total One Time	Annual Fees	Current Fees
Current Modules: No License Fees	Accounting/GL		\$ 17,920.00	\$ 10,200.00		\$ 11,016.00	\$ 1,448.47
	Accounts Payable		\$ 5,120.00			\$ 3,240.00	
	Budgeting		\$ 6,400.00			\$ 3,240.00	\$ 644.37
	Capital Assets		\$ 6,400.00	\$ 2,000.00		\$ 2,772.00	
	Contract Management		\$ 2,560.00	\$ 3,000.00		\$ 1,188.00	\$ 1,395.23
	Project Accounting		\$ 5,120.00	\$ 4,000.00		\$ 2,160.00	\$ 816.87
	Purchasing		\$ 10,880.00	\$ 1,800.00		\$ 4,572.00	\$ 173.80
	Payroll		\$ 26,880.00	\$ 18,800.00		\$ 6,228.00	\$ 1,793.35
	Human Resources		\$ 14,080.00			\$ 5,184.00	\$ 827.71
	Accounts Receivable		\$ 10,240.00			\$ 2,376.00	\$ 579.19
	Billing		\$ 5,120.00	\$ 6,180.00		\$ 1,620.00	
	Misc Eden Specific Support			\$ (22,990.00)			\$ 14,668.77
			\$ 110,720.00	\$ 22,990.00	\$ 133,710.00	\$ 43,596.00	\$ 22,347.76
Required For Implementation	Tyler ReadyForms	\$ 7,500.00				\$ 3,000.00	
	Tyler Content Manager	\$ 14,000.00	\$ 5,120.00			\$ 5,040.00	
	Munis Analytics	\$ 9,400.00	\$ 12,800.00			\$ 3,384.00	
	Install Fee - New Server		\$ 6,000.00				
	Project Planning Services		\$ 5,000.00				
	Tyler ReadyForms Config.		\$ 1,500.00				
	Tyler Secure Sig. System		\$ 1,650.00				
	VPN Device	\$ 4,000.00					
Recommended	Travel Expenses (Estimated)		\$ 47,950.00				
		\$ 34,900.00	\$ 80,020.00	\$ -	\$ 114,920.00	\$ 11,424.00	
	Recruiting	\$ 2,750.00	\$ 2,560.00			\$ 990.00	
	CAFR Statement Builder	\$ 10,625.00	\$ 3,840.00			\$ 3,826.00	
Additional Modules Available		\$ 13,375.00	\$ 6,400.00	\$ -	\$ 19,775.00	\$ 4,816.00	
	Total Cost (Recommended) >>>					\$ 268,405.00	\$ 59,836.00
	Socrata Open Finance		\$ 3,200.00			\$ 12,000.00	
	Bid Management	\$ 3,300.00	\$ 2,560.00			\$ 594.00	
	Cash Management	\$ 5,000.00	\$ 2,560.00			\$ 900.00	
	Employee Exp. Reimb.	\$ 4,000.00	\$ 3,840.00			\$ 720.00	
	eProcurement	\$ 5,000.00	\$ 3,840.00			\$ 900.00	
		\$ 17,300.00	\$ 16,000.00	\$ -	\$ 33,300.00	\$ 15,114.00	

PURCHASING IMPLICATIONS:

At a total upgrade cost of over \$150,000, a typical procurement of this size would require a formal bid process. The nature of this purchase is one that a sole source exemption would be appropriate. Our purchasing policy related to sole source exemptions mirrors the State's:

279B.075 Sole-source procurements. (1) A contracting agency may award a contract for goods or services without competition if the Director of the Oregon Department of Administrative Services, a local contract review board, a state contracting agency, if the state contracting agency has procurement authority under ORS 279A.050, the State Chief Information Officer, with respect to goods or services described in subsection (2)(b) of this section and if the director has delegated the necessary authority to the State Chief Information Officer, or a person designated in writing by the director, board or state contracting agency with procurement authority under ORS 279A.050, determines in writing, in accordance with rules adopted under ORS 279A.065, that the goods or services, or class of goods or services, are available from only one source.

(2) The determination of a sole source must be based on written findings that may include:

- (a) That the efficient utilization of existing goods requires acquiring compatible goods or services;
- (b) That the goods or services required to exchange software or data with other public or private agencies are available from only one source;
- (c) That the goods or services are for use in a pilot or an experimental project; or
- (d) Other findings that support the conclusion that the goods or services are available from only one source.

(3) To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms that are advantageous to the contracting agency. [2003 c.794 §55; 2005 c.103 §8c; 2015 c.807 §24]

Justification for sole source exemption:

- 1) The existing software and databases are Tyler Technologies based, and therefore are most compatible with other Tyler Technologies products
- 2) The existing amount of data would most successfully be converted with the help of Tyler Technologies staff expertise as they have continued to move staff from Eden to Munis Support teams (100,000+ AP invoice records, 2500+ vendor records, over 500+ employee records plus over 160,000 payroll records, contract and asset records, etc.)
- 3) Tyler Technologies considers the move from Eden to Munis a true "upgrade" and not a new purchase.

TENTATIVE IMPLEMENTATION TIMELINE:

December 4, 2019 (Board Work Session): Introduce upgrade to board

December 18, 2019 (Board Meeting): Approve sole source and begin contract negotiation

February 5, 2020 (Board Meeting): Execute contract, purchase required software

June 1, 2020: Project kickoff (3-4 months lead time for Tyler Tech to begin scheduling)

July 1, 2021: Financials Go-Live

Jan 1, 2022: Payroll Go-Live



DISCUSSION ITEM

ME Agreement

[INTRODUCTORY COMMUNICATION](#)

[MEDICAL EXAMINER SERVICES AGREEMENT](#)

[MOTION LANGUAGE](#)



Public Health
Prevent. Promote. Protect.

NORTH CENTRAL PUBLIC HEALTH DISTRICT

"Caring For Our Communities"

419 East Seventh Street
The Dalles, OR 97058-2676
541-506-2600

December 4, 2019

Wasco County
Eric Nisley, District Attorney
Kathy Clark, Executive Assistant
511 Washington Street, Suite 101
The Dalles, OR 97058

Greetings,

As shared with your Commissioner representative at the North Central Public Health District board meeting in November, Dr. Miriam McDonell has decided to resign as principal medical examiner for the region. We thank her for her many years of service in this difficult role to the people of Wasco, Sherman and Gilliam Counties. She has worked diligently to form relationships with law enforcement, EMS and funeral directors in the region. Her service to families has been exemplary in the very difficult circumstances under which she meets them.

As this is a difficult position to fill in rural communities, Dr. McDonell has been searching for a replacement that will provide the right fit for our communities. Dr. Christopher Van Tilburg who is currently serving as Health Officer and Medical Examiner for Hood River County has agreed to fill this position. Dr. McDonell will remain his back up.

Please expect to receive a contract from Trish Elliott with Hood River County Public Health Department soon.

Sincerely,

Teri L. Thalhofer, RN, BSN
Director, NCPHD

cc: Dr. Miriam McDonell
Trish Elliott, Director HR Co Health Dept.

MEDICAL EXAMINER SERVICES AGREEMENT
BETWEEN
Wasco County and Hood River County

THIS AGREEMENT, made this _____ day of _____ by and between Wasco County (hereinafter "Wasco County"), a political subdivision of the State of Oregon, and Hood River County (hereinafter "Hood River County"), a home rule county and political subdivision of the State of Oregon.

RECITALS:

1. WHEREAS, ORS Chapter 190 authorizes governmental entities such as counties to enter into written agreements for the performance of any or all functions and activities that either entity has the authority to perform on its own.
2. WHEREAS, Wasco County is required to provide medical examiner services and does not have a County Medical Examiner;
3. WHEREAS, Oregon law provides that the public health officer is the county medical officer where no other medical examiner is available;
4. WHEREAS, Hood River County has a Licensed Medical Provider who is able to provide medical examiner services and act as a County Medical Examiner; and
5. WHEREAS, Wasco County wishes to enter this Agreement with Hood River County for medical examiner services.

AGREEMENT

Section 1. This agreement if effective _____. Hood River County shall provide Medical Examiner Services in the following locations:

- Wasco County, Oregon.

Section 2. Hood River County will provide medical examiner services for Wasco County as follows:

- A. Medical Provider will hold an active license to practice medicine in Oregon.
- B. Licensed Medical Provider will oversee work performed by the Medico-legal Death Investigator, when that service is available through trained law enforcement personnel.
- C. Medical Examiner, or Deputy Medical Examiner will be available by phone to city, county and state law enforcement as reasonable. County District Attorney is recognized as backup medical examiner in case ME is unavailable.
- D. Licensed Medical Provider will be available at their discretion to be physically present at crime scenes as necessary and after consultation with County District Attorney or Deputy District Attorney.

- E. Licensed Medical Provider will work with city, county and state law enforcement to ascertain cause of death in designated medical Examiner cases.
- F. Licensed Medical Provider will obtain medical records as needed, and interview family members and others, in order to ascertain cause of death in designated Medical Examiner cases.
- G. Licensed Medical Provider will assist law enforcement in relaying medical information to family members and others, when appropriate.
- H. Licensed Medical Provider will complete Medical Examiner Reports and files with the Oregon State Medical Examiner's Office.
- I. Licensed Medical Provider will work with State medical Examiner's Office as appropriate.
- J. Licensed Medical Provider will accurately log all hours spent working on Medical Examiner cases in Wasco County on a monthly basis, and specify the work performed.
- K. Licensed Medical Provider will be compensated at regular hourly wage for performing Medical Examiner tasks.

Section 3. WASCO County Responsibilities:

- A. Deputy Medical Examiner is contracted with Wasco County through North Central Public Health and is a separate agreement.
- B. WASCO County District Attorney is recognized as backup medical examiner in case Chief and Deputy Medical Examiners are unavailable.
- C. WASCO County will cover costs associated with transport and autopsy of remains as indicated.
- D. WASCO County will compensate Hood River County at regular hourly wage for performing Medical Examiner tasks.
- E. WASCO County will pay invoices within 30 days of receipt.

Section 4. Wasco County will compensate Hood River County for medical examiner services at the rate of \$ 120.00 per hour, and an additional 10% of the hourly rate for Hood River County overhead for administrative support. Wasco County will also reimburse Hood River County for 25% of training costs including registration fees, meals, lodging as well as mileage at standard rate for travel associated with Medical Examiner services provided in Wasco County. No Party shall be responsible for direct payment of salaries, wages or benefits of any employee of the other.

Section 5. For the work to be performed under this agreement, the Party's performance of its obligations hereunder is conditioned upon compliance with the provisions of ORS 279B.220, 279B.230, and 279B.235, which are incorporated herein by this reference.

Section 6. This agreement is perpetual and shall remain in effect until such time as written notice of termination is given by either party to the other at least 30 days prior to the date of termination. The parties agree they will confer annually on the compensation detailed in Section 3 above, and adjust this figure by mutual agreement if necessary.

Section 7. Neither this Agreement nor any of the rights granted by this Agreement may be assigned or transferred by either Party.

Section 8. The terms of this Agreement shall be binding upon and inure to the benefit of each of the Parties and each of their respective administrators, agents, representatives, successors and assigns.

Section 9. AGENCY AND PARTNERSHIP

9.1 It is agreed by and between the Parties that Hood River County or Wasco County, upon request, is carrying out a function on behalf of Wasco County or Hood River County, and the requesting agency has the right of direction or control of the manner in which Wasco County or Hood River County delivers services under this Agreement and exercises control over the activities of Wasco County or Hood River County when providing agreed upon services. However, all persons shall continue to be subject to the standards of performance and disciplinary rules and other terms and conditions of their employer.

9.2 Neither Party is, by virtue of this Agreement, a partner or joint venture with the other Party and neither Party shall have any obligation with respect to the other Party's debts or liabilities of whatever kind or nature.

Section 10. INDEMNIFICATION

10.1 To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Wasco County shall defend, save, hold harmless and indemnify Hood River County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Wasco County or its officers, employees, contractors, or agents under this Agreement.

10.2 To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Hood River County shall defend, save, hold harmless and indemnify Wasco County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Hood River County or its officers, employees, contractors, or agents under this Agreement.

10.3 Neither Party shall be liable to the other for any incidental or consequential damages arising out of or related to this Contract. Neither Party shall be liable for any damages of any sort arising solely from the termination of this contract or any part hereof in accordance with its terms.

Section 11. Each Party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, age or sexual orientation, suffer discrimination in the performance of this agreement when employed by either Party. Each Party agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Section V of the Rehabilitation Act of 1973 as amended, and all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each Party shall comply with the Americans with Disabilities Act of 1990 as amended, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

Section 12. Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or events that cannot be reasonably foreseen or provided

against. In such event, the period for performance shall be extended for the period of such delay. Upon the cessation of the cause of delay or nonperformance, the affected party shall resume the performance of its obligations under this agreement. Either party may terminate this agreement, effective with the giving of written notice, after determining such delays or failure will prevent successful performance in accordance with the terms of this agreement.

Section 13. In the event an action, lawsuit, or proceeding, including appeal therefrom is brought for failure to fulfill or comply with any of the terms of this Agreement, each Party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

Section 14. The failure by any Party to enforce any provision of this agreement shall not constitute a waiver by that Party of that provision or of any other provision of this Agreement.

Section 15. Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this Agreement which shall remain in full force and effect.

Section 16. The headings of this Agreement are for convenience only and shall not be used to construe or interpret any provisions of this Agreement.

Section 17. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

Section 18. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

Section 19. ENTIRE AGREEMENT

19.1 This Agreement constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any and all prior or contemporaneous agreements or understandings between the Parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein.

19.2 This Agreement may not be modified or amended except by a writing signed by both Parties.

Section 20. This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

Approved:

WASCO COUNTY BOARD OF COMMISSIONERS

By: Scott Hege, Commissioner

Dated: _____, 2019

By: Steve Kramer, Commissioner

Dated: _____, 2019

Kathy Schwartz, Commissioner

Dated: _____, 2019

Approved for Legal Sufficiency:

Wasco County Counsel

Approved:

HOOD RIVER COUNTY BOARD OF COMMISSIONERS

By: Michael Oates, Chairperson

Dated: _____, 2019

Hood River County Counsel



MOTION

SUBJECT: Proposed Medical Examiner Services Agreement Motion

I move to approve The Medical Examiner Services Agreement between Wasco and Hood River Counties.



DISCUSSION ITEM

CCO Lease

[LEASE AGREEMENT](#)

[MOTION LANGUAGE](#)

FACILITY LEASE AGREEMENT

This Lease Agreement ("Lease") is made effective as of December 18, 2019, by and between Wasco County, 511 Washington Street, The Dalles, Oregon, 97058, a political subdivision of the State of Oregon ("Landlord"), and Columbia Gorge Health Council, an Oregon non-profit corporation ("Tenant").

1. PREMISES: Landlord leases to Tenant the 610 Court Street, The Dalles, Oregon 97058.

2. USE OF PREMISES:

2.1 Permitted Use: The Premises shall be occupied by Tenant for use as a professional office and for other lawful uses related thereto. Any other use of the Premises during the term of this Lease is prohibited unless approved in writing by Landlord.

2.2 Restrictions on Use: In connection with the use of the Premises, Tenant shall:

- (a) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant's specific use.
- (b) Refrain from any activity; unless approved by Landlord that would make it impossible to insure the Premises, would increase the insurance rate, or would prevent Landlord from taking advantage of any rule allowing Landlord to obtain reduced insurance premium rates, unless Tenant pays the additional cost of insurance.
- (c) Refrain from any use that would be reasonably offensive to other tenants or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Premises.
- (d) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer, architect or licensed Electrician selected by the Landlord.
- (e) Refrain from making any marks on, or attaching any sign, insignia, antenna, aerial, or other device, to the exterior or interior walls, windows, or roof of the Premises without the written consent of Landlord.

3. ACCEPTANCE OF PREMISES: Tenant has examined the Premises and accepts them in "as is" condition. Except as specifically set forth, no representations or warranties as to the condition of the Premises have been made by Landlord or its agents. Landlord shall have no liability to Tenant for any damage or injury caused by the condition of the Premises.

All furnishings, appliances, fixtures, improvements, surface coverings, decoration, and other contents of the Premises shall be provided by Tenant at its own expense, as further provided in this Lease. Landlord hereby represents that, as of the date of commencement of the Lease, the plumbing is in working order, and the Premises are served by a heating and cooling system suitable for the proposed use.

4. **SQUARE FOOTAGE:** N/A

5. **TERM:** The original term of the Lease shall be from December 16, 2019 through December 15, 2021 unless sooner terminated as hereinafter provided. Add language that termination prior to the 2021 date can be done with 60 days' notice.

6. **EXTENSION:** Upon mutual acceptance this lease may be renewed for subsequent three year terms as hereinafter provided. Tenant must provide Landlord with no less than 90 days' notice of its intent to renew. Landlord shall then have 45 days to provide Tenant with notice of its intent to agree to such renewal, or of its election not to renew. If the Landlord does not provide Tenant with notice of its intent to agree to such renewal within 45 days of Tenant's notice of intent to renew, Landlord will be deemed to have elected not to renew.

Landlord's notice of election not to renew the Lease shall be binding on both parties, and the Lease shall expire at the end of the original term.

7. **LEASE PAYMENTS:** A monthly payment of \$1,180 shall be made on or before the 1st of each month of the lease, or on the first business day thereafter.

8. **ESCALATION:** The base rent provided in section 7 shall be increased for each year by the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics for the Portland Metropolitan Area using the U.S. City Average-All Urban Centers.

Such a percentage increase shall take effect on January 1st of each year beginning January 1, 2020. In no event shall the change exceed four percent (4%) per year.

9. **LATE PAYMENTS:** N/A

10. **POSSESSION:** Tenant shall be entitled to possession of the Premises on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

11. **HOLDOVER/PERSONAL PROPERTY:**

10.1 If Tenant does not vacate at the time required, Landlord shall have the option to treat Tenant as month-to-month Tenant, subject to all terms of this Lease except for term and renewal.

Failure to remove personal property, fixtures, or other items in accordance with this Lease may, at the option of Landlord, be deemed a holdover.

Such tenancy shall be terminable at the end of any monthly rental period upon 30 days' written notice from Landlord. Tenant waives any right to any other notice.

- 10.2 At the end of the Lease term, Tenant shall remove from the Premises all of its personal property. If requested to do so by Landlord, Tenant shall also remove all fixtures provided by Tenant. Failure to remove any such item at expiration or termination may, at the option of Landlord, be deemed abandonment of such property.

Landlord may retain the property and all rights of Tenant to it shall cease or, by 15 days' notice to Tenant, Landlord may hold Tenant to its obligation to remove and Landlord may thereafter remove said items and place them in public storage on Tenant's account. Tenant shall be liable to Landlord for reimbursement of all costs incurred by Landlord.

12. ALTERATIONS:

- 12.1 Alterations Prohibited: Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written approval. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit.

- 12.2 Ownership and Removal of Alterations: All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent specifically provides otherwise.

Non-structural Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the Premises restored at the termination of the Lease unless the applicable Landlord's consent specifically provides otherwise.

13. REMODELING OR STRUCTURAL IMPROVEMENTS:

- 13.1 Subject to the requirements of Section 11 Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required or desired by Tenant to use the Premises as specified in Section 2.

Tenant may also construct or install such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes, subject to Landlord's review and approval as described below.

- 13.2 Before construction or remodel of said Premises, Tenant agrees to prepare, or cause to be prepared, and to submit to the Landlord for its approval, two sets of fully dimensioned one-quarter inch (1/4") scale drawings showing the layout of the demised Premises and any other matter that would affect the construction design of the demised Premises, Tenant's estimated costs, and the names of all of Tenant's contractors and subcontractors.
- 13.3 Landlord's approval of the plans, specifications, and working drawings from Tenant's alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules, and regulations of governmental agencies or authorities.
- 13.4 All work performed by Tenant on the Premises shall be done in strict compliance with all applicable building, fire, sanitary, and safety codes, and other applicable laws, statutes, regulations, and ordinances and Tenant shall secure all necessary permits for the work to the extent required by law. All plans for construction, alteration, or changes shall be signed and sealed by an architect or engineer licensed by the State of Oregon.
- 13.5 Tenant shall keep the Premises free from all liens in connection with any work. All work performed by Tenant shall be carried forward expeditiously, shall not interfere with Landlord's work, and shall be completed within a reasonable time. All work shall be completed in a good workmanlike manner.

Landlord or Landlord's agents shall have the right at all reasonable times to inspect the quality and progress of the work.

Tenant agrees to provide Landlord with an "as built" sepia of the Premises and the improvements at completion of Tenant's construction.

- 13.6 All Construction, alterations, or other work performed on or about said Premises shall be done in such a way as to interfere as little as reasonably possible with the use of the adjoining Premises by other Tenants.
- 13.7 Tenant shall be responsible for payment of any system development fee or tax, including but not limited to sewer connection charges, associated with its interior improvements to the Premises. Tenant shall also be responsible for any other charges, fees, or licenses necessary to obtain utility service, permit occupancy, or operate its business within the Premises.
14. **SIGNS:** Tenant may install signs at locations approved by the Landlord. Tenant will be responsible for obtaining all necessary sign permits.

All signs must meet all City standards and codes. Tenant shall remove its signs at the termination of the Lease. Exterior sign design and placement shall be subject to Landlord's advance written permission.

15. MAINTENANCE AND REPAIRS:

15.1 Tenant's Obligations: The following shall be the responsibility of Tenant:

- (a) Maintenance and repair of all Tenant's own equipment and equipment installed by Tenant.
- (b) Any interior remodeling or redecorating (i.e. painting, etc.), subject to notice and approval of Landlord.
- (c) Regular maintenance of floor coverings.
- (d) Repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches due to normal use.

ii) Landlord's Obligations: The following shall be the responsibility of Landlord:

- (a) All structural repairs and maintenance to the exterior surfaces of the Premises, which includes the exterior walls, floor columns, roof, and exterior painting.
- (b) Repair and maintenance of sidewalks, driveways, service areas, curbs, parking areas and common areas.
- (c) Repair of plumbing, electrical, heating and air conditioning systems within the Premises.
- (d) Repair and maintenance of the irrigation system.
- (e) Regular (quarterly) pumping of the septic tank.
- (f) Repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches not due to normal use.
- (g) All other repairs to the Premises which may be necessary for the continued use of the premises.
- (h) Locks and keys to the building.

16. LANDLORD ACCESS:

16.1 Landlord and its agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting same, showing same to prospective Tenants, purchasers, or lenders; and making such alterations, repairs, improvements, or additions to the Premises as Landlord may deem necessary or desirable.

17. UTILITIES AND SERVICES:

- 17.1 Tenant shall be responsible for janitorial services. Landlord will be responsible for all utilities in connection with the Premises including, but not limited to, natural gas, electric, water, sewer/ septic, telephone and internet connectivity.

18. INSURANCE:

- 18.1 Liability Insurance: During the term of this Lease and before using the Premises, Tenant shall obtain and keep in force for the mutual benefit of Landlord and Tenant, comprehensive general liability insurance at Tenant's cost as follows: Comprehensive general liability insurance (in a responsible company) for bodily injury, death, and property damage with limits of not less than \$2,000,000 for each occurrence.

The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Lease.

Such insurance shall name, as additional insured, Landlord, and its officers, agents, and employees.

The insurance shall provide that the insurance shall not terminate or be canceled without 30 days' written notice first being given to Landlord. If the insurance is canceled or terminated prior to termination of the Lease, Tenant shall provide a new policy with the same terms. Tenant agrees to maintain continuous, uninterrupted coverage for the duration of the Lease. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Tenant.

- 18.2. Certificates of Insurance: Certificates evidencing such insurance and bearing endorsements requiring 30 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the Premises. Tenant shall maintain, on file with Landlord, a certificate of insurance certifying the coverage required in subsection 17.1.

A certificate of insurance, or copy thereof, shall be attached to this Lease as Exhibit B, if applicable, and shall be incorporated herein and made a term and part of this Lease.

The adequacy of the insurance shall be subject to the approval of the Landlord's Risk Manager or Attorney from time to time. Failure to maintain liability insurance shall be cause for immediate termination of this Lease by Landlord.

- 18.3 Workers' Compensation Insurance:

- a. If Tenant is subject employer under the Oregon Workers' Compensation law, it shall comply with ORS 656.017, by providing workers' compensation coverage for all its subject workers. A certificate of

insurance, or copy thereof, shall be attached to this Lease as Exhibit C, if applicable, and shall be incorporated herein and made a term and part of this Lease.

The adequacy of the insurance shall be subject to the approval of Landlord's Risk Manager or Attorney from time to time. The Tenant further agrees to maintain workers' compensation insurance coverage for the duration of this Lease. Tenant's failure to maintain insurance providing workers compensation coverage shall be cause for immediate termination of the Lease.

- b. In the event the Tenant's workers compensation insurance coverage is due to expire during the term of this Lease, the Tenant agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Tenant agrees to provide the Landlord such further certification of workers' compensation insurance as renewals of said insurance occur.

- 19. SUBROGATION:** Tenant shall be responsible for insuring its' personal property and trade fixtures located on the Premises and any alterations or Tenant improvements it has made to the Premises.

Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer, if the policy does not expressly permit a waiver of subrogation.

- 20. HOLD HARMLESS AND INDEMNITY:** Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims arising from Tenant's use of the Premises or from the conduct of its business, or from any activity, or things which may be permitted or suffered by Tenant in or about the Premises, and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any act or omission of Tenant or any of its agents, contractors, employees, or invitees, and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or action nor proceeding brought thereon. Tenant's obligations under this Section shall survive the termination of this Lease. Nothing contained herein shall be deemed a waiver of any defenses or limits available to Tenant under the Oregon Tort Claims Act.

21. TAXES AND ASSESSMENTS: Tenant shall be responsible for any taxes, fees, or other assessments.

22. DESTRUCTION OR CONDEMNATION OF PREMISES: If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty (60) days, after the occurrence of the destruction, and if the costs or repair is less than \$10,000, Landlord shall repair the Premises.

However, if the damage is not repairable within sixty (60) days, or if the cost of repair is \$10,000 or more, or if the Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty (20) days written notice of such event or condition by either party.

If a material portion of the Premises is acquired through the lawful exercise of the power of eminent domain, material being more than 25% of the square footage, Tenant shall have the option of terminating this Lease by providing Landlord with 30 days written notice of its intent to do so.

If the entire Premises are acquired through the lawful exercise of the power of eminent domain, this Lease shall terminate upon the date the condemning authority takes possession of the Premises, unless an alternative date is agreed upon.

In the case of either a partial or total taking, Landlord is entitled to all proceeds paid by any condemning authority. In no case shall Tenant be entitled to share in any condemnation proceeds.

23. MECHANICS' LIENS: Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics' lien nor any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to give actual advance notice to any contractors, subcontractors, or suppliers, of goods, labor, or services that such liens will not be valid.

24. DEFAULTS: Tenant shall be in default of this Lease, if Tenant fails to fulfill any Lease obligation or term by which Tenant is bound.

Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 30 days (or any other obligation within 15 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlords by reason of Tenant's defaults.

1. **Default.** The following shall be events of default:

- a. **Default in Rent.** Failure of Tenant to pay any rent or other charge within 30 days after written notice that it is due.
- b. **Default in Other Covenants.** Failure of Tenant to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of rent or other charges) within 30 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Tenant begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable, but in no event not more than 180 days.

2. **Remedies on Default.** Upon Tenant's default under the terms of this Lease, Landlord shall have the following remedies:

- a. **Termination.** In the event of a default the Lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.
- b. **Damages.** Damages as described in the Lease.
- c. **Right to Sue More than Once.** Landlord may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.
- d. **Remedies Cumulative.** The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

25. **ATTORNEY FEES:** If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney's fees, including attorney's fees that a court may adjudge reasonable on any appeal there under. Any such action shall be in the Circuit Court of Wasco County.

26. **NOTICE:** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid and addressed as follows:

LANDLORD: Wasco County
 Facilities Operations Manager
 Employee & Administrative Services Department

511 Washington Street
The Dalles, OR 97058

TENANT: Trey Rigert, Chair
 Columbia Gorge Health Council
 511 Washington Street, Suite 101
 The Dalles, OR 97058

Such addresses may be changed from time-to-time by either party by providing notice as set forth above.

27. **ASSIGNABILITY/SUBLETTING:** No part of the Premises may be assigned, mortgaged or subleased or may a right of use of any portion of the Premises be conferred on any third person by any other means by Tenant, without prior written consent of Landlord, except as noted herein.
28. **HAZARDOUS MATERIALS:** For purposes of this Lease, “hazardous material” means any material or substance which may pose a present or future threat to human health or the environment, including Hazardous Waste as that term is used in Resources Conservation and Recovery Act (42 USC 6901 et seq.).

Tenant shall not use, store, generate, release, deposit, or emit any additional hazardous material in connection with its use of the Premises, nor shall Tenant increase the volume or change the manner of use, storage, generation, release, deposit, or emission of any hazardous material that has previously been approved by Landlord, without prior written notification to Landlord and Landlord’s written approval of the change. Such notification shall inform Landlord about the proposed change, its environmental significance, the classification of any additional waste, and precautions to be taken by Tenant with regard to the additional hazardous material or the increase or change in use, storage, generation, release, or deposit. Landlord reserves the right, in its sole discretion, to request additional information and to withhold its approval. Tenant shall comply with all laws governing the use, storage, generation, release, deposit, or emission of hazardous material in connection with its use of the Premises.

Tenant shall indemnify, defend (with counsel satisfactory to Landlord), and hold harmless Landlord, its present and future officers, directors, employees, contractors, and agents from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, costs, and expenses incidental thereto, including the cost of defense, settlement, and reasonable attorney’s fees, which any or all of them may hereafter suffer, incur, be responsible for, or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination or other adverse effects on the environment, or any violation or alleged violation of any statute, ordinance, order, rule, or regulation of any governmental entity or agency to the extent caused by, arising out of, or connected with the presence of any hazardous material on the Premises, which hazardous material is on the Premises as a result of the act or omission of Tenant, its officers, employees, agents, contractors, or invitees.

29. DAMAGES:

28.1 In the event of termination on default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Lease term, the following amounts as damages:

- a. The loss of reasonable rental value from the date of default until an acceptable new Tenant has been or, with the exercise of reasonable efforts, could have been secured.
- b. The reasonable cost of re-entry and re-letting, including without limitation, the cost of any clean up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the Premises upon termination and to leave them in the required condition, any remodeling cost, attorney fees, court costs, broker commissions, and advertising costs.
- c. Any excess of the value of the rent and all of Tenant's other obligations under this Lease over the reasonable expected return from the Premises for the period commencing on the earlier of the date of trial or the date the Premises are relet and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

28.2 Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.

30. OBSERVANCE OF LANDLORD'S RULES. Tenant agrees to comply with all reasonable rules and regulations respecting use of the Premises and adjacent areas promulgated by Landlord from time-to-time and communicated to Tenant in writing. Tenant shall permit Landlord to make reasonable inspection of the Premises from time-to-time to determine whether Tenant is complying with Landlord's rules and regulations and the provisions of this Lease.

31. ENTIRE AGREEMENT/AMENDMENT: This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

32. SEVERABILITY: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as to limited.

33. **WAIVER:** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.
34. **CUMULATIVE RIGHTS:** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.
35. **RECORDATION.** This Lease shall not be recorded without the written consent of Landlord.
36. **GOVERNING LAW:** This Lease shall be construed in accordance with the laws of the State of Oregon.
37. **FORCE MAJEURE:** Neither party hereto shall be deemed to be in default of any provisions of the Lease, for any failure in performance resulting from acts or events beyond the reasonable control of such party.
37. **NON-DISCRIMINATION:** No person shall be subject to discrimination in the receipt of any services or benefits made possible by, or resulting from, this Lease on the grounds of sex, race, color, religion, creed, marital status, age, national origin, or disability. Any violation of this provision may be considered a material breach of this Agreement and grounds for termination by Landlord. However, if the discrimination shall have been carried out by an employee who has been trained by Tenant not to discriminate, such violation may not be considered a material breach of this Agreement or grounds for termination by Landlord.
38. **TERMINATION:** At any time during the lease term, either party may terminate this Lease without further obligations of liability to the other, with not less than ninety (90) days prior notice to the other.

Columbia Gorge Health Council
Tenant

By: _____
Karen Joplin, Chair

Date: _____, 2018.

Wasco County, Oregon
Landlord

Steven D. Kramer, Chair

Date: December 18, 2019.

APPROVED AS TO FORM:

Scott C. Hege, Vice-Chair

Date: December 18, 2019.

Bradley V. Timmons
Wasco County Counsel

Kathleen B. Schwartz, Commissioner

Date: _____, 2019.



MOTION

SUBJECT: Proposed Lease Agreement Motion

I move to approve the lease agreement between Wasco County and the Columbia Gorge Health Council for 610 Court Street, The Dalles.



DISCUSSION ITEM

VOCA Grant Agreement

[VICTIMS OF CRIME ACT CRIMINAL FINE ACCOUNT GRANT AGREEMENT](#)

[MOTION LANGUAGE](#)



DEPARTMENT OF JUSTICE
CRIME VICTIM AND SURVIVOR SERVICES DIVISION

MEMORANDUM

DATE: November 26, 2019

TO: 2019-2021 VOCA and CFA Non-Competitive Grant Recipients

FROM: Diane Harvey, Fund Coordinator

Attached is your agency's 2019-2021 VOCA and CFA Non-Competitive Grant Agreement. Please download the entire document and have your authorized official sign the following pages:

- The final page of the Grant Agreement;
- Exhibit A – Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements;
- Exhibit B – Standard Assurances;
- Exhibit C – Single Audit Certification Letter;
- Exhibit D – Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants issued by the Oregon Department of Justice; and
- Exhibit E - Victims of Crime Act Special Conditions

Once the Grant Agreement is signed, please upload a copy of the signed Grant Agreement and Exhibits in the “Grantee Signed Grant Agreement” upload field on the “Grant Agreement Upload” page in your application in E-Grants. Once the documents are uploaded, you will need to **change the application status in CVSSD E-Grants to “Agreement Accepted”**.

Once the signed Grant Agreement and Exhibits have been uploaded in E-Grants, a copy of the Grant Agreement signed by both your authorized official and CVSSD Director Shannon Sivell will be uploaded into E-Grants and the status of your application will be changed to “Grant Awarded.” You will find the uploaded copy of your grant agreement under the “Agreement Upload” form on the Forms Menu of your application.

If you have any questions regarding this Grant Agreement, please contact Terri Johnson, Grant Specialist, at 503-378-4548.



DEPARTMENT OF JUSTICE
Crime Victim and Survivor Services Division

**VICTIMS OF CRIME ACT
CRIMINAL FINE ACCOUNT
2019-2021 VOCA AND CFA NON-COMPETITIVE
GRANT AWARD COVER SHEET**

1. Applicant Agency's Name and Address: Wasco County, acting by and through its District Attorney's Office 511 Washington St., Ste. 304 The Dalles, OR 97058-2231 Contact Name: Ms. Judy Urness Telephone: (541) 506-2685 E-mail: judyu@co.wasco.or.us	2. Special Conditions: This grant project is approved subject to such conditions or limitations as set forth in the attached Grant Agreement. 3. Statutory Authority for Grant: VOCA: Federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 1061 ET SEQ and ORS 147.231 (1) CFA: ORS 147.227 and OAR 137-078-0000
4. Award Number: VOCA/CFA-2019-WascoCo.DAVAP-00065	5. Award Date: October 1, 2019
6. Grantee Tax Identification Number: 95-6002315	7. DUNS Number: 084415959
8. Type of Party Receiving Funds: <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	9. Project Period: October 1, 2019 - September 30, 2021
10. VOCA Category: General Victim Services	11. Total VOCA Grant Award Amount / Match Amount: \$243,372.00/ \$ 60,843.00
12. VOCA CFDA Number: CFDA 16-575	13. Total CFA Grant Award Amount: Year 1 CFA Request: \$ 25,296.43 Year 2 CFA Request: \$ 25,295.56 Carry Over: \$ 2,264.89 Total CFA Award: \$ 52,856.87 14. Total CFA Payment Amounts: Total CFA Request: \$ 50,591.98 Offset (Unspent 2017-19): \$ 0.00 Total CFA Payment: \$ 50,591.98 Quarterly CFA Payments: \$ 6,324.00
15. Indirect Cost Rate: waived	16. Total Federal Award Amount: \$243,372.00
17. VOCA Annual Narrative Report Due Dates: October 31, 2020 October 31, 2021 (final)	18. VOCA and CFA Financial & Outcome Measures Reports, VOCA PMT Report, and CFA Statistical Report Due Dates: January 31, 2020 January 31, 2021 April 30, 2020 April 30, 2021 July 20, 2020 July 20, 2021 October 31, 2020 October 31, 2021 (final)
This award is contingent upon the Grantee agreeing to the terms of award for the grant entitled "2019-2021 VOCA and CFA Non-Competitive Project Grant". The Grant Agreement must be signed by an authorized official in order to validate the acceptance of this award.	

**OREGON DEPARTMENT OF JUSTICE
VOCA AND CFA INTERGOVERNMENTAL GRANT AWARD**

**2019-2021 VOCA AND CFA NON-COMPETITIVE GRANT AGREEMENT
VOCA/CFA-2019-WascoCo.DAVAP-00065**

BETWEEN: State of Oregon, acting by and through (Grantor)
its Department of Justice,
1162 Court St. NE
Salem, Oregon 97301-4096

AND: Wasco County, acting by and through its District Attorney's Office (Grantee)
511 Washington St., Ste. 304
The Dalles, OR 97058-2231

PROJECT START DATE: October 1, 2019

GRANT AWARD PROVISIONS

**SECTION 1
LEGAL BASIS OF AWARD**

Section 1.01. Legal Basis of Award.

- (a) Pursuant to the federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 10601 *et.seq.* (“VOCA”) and ORS 147.231(1), Grantor is authorized to enter into a grant agreement and to make an award from funds received under VOCA to Grantee for the purposes set forth herein.
- (b) Pursuant to ORS 137.143, a monetary obligation is imposed upon a convicted person. Those obligations are deposited into the Criminal Fine Account (“CFA”), and pursuant to ORS 147.227 (1), Grantor is authorized to enter into a Grant Agreement and to make an award, from funds in the Criminal Injuries Compensation Account that are received from the CFA, to Grantee for the purposes set forth herein.

Section 1.02. Agreement Parties. This Intergovernmental Grant Award Agreement, hereafter referred to as “Agreement”, is between Grantor and the forenamed Grantee.

Section 1.03. Effective Date. When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective, and have a Project start date of as of October 1, 2019.

Section 1.04. Agreement Documents. This Agreement includes the following documents listed in descending order of precedence and incorporated into this Agreement. 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.

- (a) This Agreement without any Exhibits.
- (b) Exhibits A through E as described in Section 2.04 (c).
- (c) Exhibit F.

- (d) The most current versions of the VOCA Handbook available at the Grantor's web page under **VOCA Federal Rules and State Guidelines** <https://www.doj.state.or.us/crime-victims/grant-funds-programs/victims-of-crime-act-voca-assistance-fund/> ("VOCA Handbook") and the CFA Grant Management Handbook available at the Grantor's web page at <https://www.doj.state.or.us/crime-victims/grant-funds-programs/criminal-fine-account-cfa-funding/>, ("CFA Grant Management Handbook").
- (e) 2019-2021 VOCA and CFA Non-Competitive Grant Funds Request for Applications for Awards ("VOCA and CFA RFA").
- (f) Grantee's VOCA and CFA Application from the VOCA and CFA Non-Competitive Application to include the general information for all Grantees, (Form A, Cover Page; Form D, Staff Roster; Form G, Crime Victim Compensation Information; Form H, Project Description; Form J, MOUs, Contracts and Subawards(if applicable); Form K, Program Income (if applicable); Form L, Client Feedback – Common Outcome Measures; and Form M, Attachments to Upload), the Grantee's VOCA Application as defined in Section 1.04 (g) herein, and the Grantee's CFA Application as defined in Section 1.04 (h) herein, are collectively referred to as the "Grantee's VOCA and CFA Application."
- (g) Grantee's VOCA Application from the VOCA and CFA RFA to include the following and collectively referred to as "Grantee's VOCA Application"
 - i. Form B, VOCA Services Checklist
 - ii. Form C, as applicable, Underserved Funds
 - iii. Forms N-R of the Grantee's VOCA and CFA Application, the "VOCA Budget"
- (h) Grantee's CFA Application from the VOCA and CFA RFA to include the following and collectively referred to as "Grantee's CFA Application."
 - (i) Form I, Policies and Procedures Narrative; and
 - (ii) Forms N, O, P, and R of the Grantee's VOCA and CFA Application, the "CFA Budget".

Section 1.05. Requirements for Pass-Through Entities. Information required by 2 CFR 200.331 for pass-through entities to include on all subawards is contained herein or available for VOCA at: https://justice.oregon.gov/crime-victims/pdf/voca_pass_through_agreement_requirements.pdf.

SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with the maximum not-to-exceed amount of **\$293,963.98** (the "Grant") from VOCA and CFA, to financially support and assist Grantee's implementation of the Grantee's VOCA and CFA Application (as described in Section 1.04), and all supplemental documents submitted by Grantee to Grantor, all of which are incorporated herein by this reference and collectively referred to as the "Project".

Fund	Year 1 Funds	Year 2 Funds	Offset-Unspent	Total Maximum Funds
VOCA	\$124,579.00	\$124,579.00	N/A	\$243,372.00
CFA	\$ 25,296.43	\$ 25,295.56	\$ 0.00	\$ 50,591.98

Section 2.02. Grant Award. In accordance with the terms and conditions of this Agreement, Grantee shall implement the VOCA and CFA as described in the Project.

Section 2.03. Disbursement of Grant Money. Subject to Sections 2.04, 2.05, and 2.06, Grantor shall disburse the Grant money to Grantee as follows:

- (a) For VOCA funds, disbursements shall be on a quarterly eligible expense reimbursement basis after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained and when Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (iii) this Agreement terminates as provided herein.
- (b) For CFA funds, the first installment shall be disbursed as soon as practicable after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained. Thereafter the Grant shall be disbursed in amounts to be determined by Grantor on or about each following January 31, April 30, July 31, October 31 until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (iii) this Agreement terminates as provided herein

Section 2.04. Conditions Precedent to Each Disbursement. Grantor's obligation to disburse Grant money to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Grantor has received sufficient federal and state funds under VOCA, CFA and the Criminal Injuries Compensation Account to allow the Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) Grantor, the CFA and the Criminal Injuries Compensation Account has each received sufficient funding appropriations, limitations, allotments, or other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantor has received a copy of **Exhibit A**, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, **Exhibit B**, Standard Assurances, **Exhibit C**, Single Audit Certification Letter, **Exhibit D**, Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice, **Exhibit E**, Victims of Crime Act Special Conditions, and **Exhibit F**, Subcontractor Insurance Requirements, all in the form attached hereto and incorporated herein by this reference, duly executed and delivered on behalf of Grantee by an authorized official of Grantee;
- (d) Grantee certifies insurance coverage in full force for the duration of this Agreement;
- (e) If Grantee expends \$750,000 or more in federal funds from all sources Grantee has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F;
- (f) If Grantee agency does not claim an exemption from the Equal Employment Opportunity Plan ("EEOP") requirement (Grantee is an educational, medical or non-profit institution or an Indian Tribe; or Grantee has less than 50 employees; or Grantee was awarded less than \$25,000 in

federal U.S. Department of Justice funds), Grantee has prepared, maintained on file, submitted to the Office for Civil Rights for review (if receiving a single award of \$500,000 or more), and implemented an EEOP;

- (g) Grantee is current in all reporting requirements of all active or prior VOCA grants, including, but not limited to:
 - (i) Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed;
 - (ii) Grantor has received the completed Annual VOCA Narrative Report as described Section 5.07 and in the most recent version of the VOCA Grant Management Handbook;
 - (iii) Grantor has received the completed VOCA Performance Measurement Tool report as described in Section 5.07; and
 - (iii) Grantor has received the Client Feedback Form and Outcome Measure Report as described in Section 5.07.
- (h) Grantee is current in all reporting requirements of all active or prior CFA grants, including, but not limited to:
 - i. Grantor has received from Grantee a quarterly financial report as described in Section 5.07 appropriately describing the expenses for the reporting period; and
 - ii. Grantor has received from Grantee the completed CFA quarterly statistical reports as described in Section 5.07 and in the most recent version of the CFA Grant Management Handbook.
- (i) No default as described in Section 6.03 has occurred; and
- (j) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Supplemental Grant Agreement Conditions. If Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement:

none

Section 2.06. Grant Availability Termination. The availability of Grant money under this Agreement and Grantor's obligation to disburse Grant money pursuant to Section 2.03 shall end on **September 30, 2021** (the "Availability Termination Date"). Grantor will not disburse any Grant money for expenses which Grantee incurs after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Grantor accepts Grantee's completed reports, as described in Section 5.07, or on **September 30, 2021**, whichever date occurs first, exclusive of financial and narrative reports which are due no later than 30 days after the Availability Termination Dates. Agreement termination shall not extinguish or prejudice Grantor's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant money is limited to those expenditures necessary to implement the Project. All Grant money must be for expenses that are eligible under applicable federal and State of Oregon law, and as described in the most recent versions of the VOCA Handbook and the CFA Grant Management Handbook. Furthermore, Grantee's expenditure of Grant

money must be in accordance with the Project VOCA Budget set forth in the Grantee's VOCA Application and Grantee's CFA Application.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant money for (i) indirect costs defined in 2 CFR 200.56 in excess of a federally-approved Negotiated Indirect Cost Rate, or in excess of ten percent (10%) if Grantee does not have a federally approved Negotiated Indirect Cost Rate, (ii) unallowable costs as listed in 2 CFR Part 200 and OAR 137-078-0041 (2)(a), (iii) to provide services to persons other than those described in Section 5.18(a), (iv) for any purpose prohibited by any provision of this Agreement, or (v) to retire any debt or to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement. A detailed list of unallowable costs is referenced in the most recent version of the VOCA Handbook and can be found on the Crime Victim and Survivor Services Division ("CVSSD") website at <https://www.doj.state.or.us/crime-victims/grant-funds-programs/victims-of-crime-act-voca-assistance-fund/#vocafederalrules>. A detailed list of unallowable CFA costs can be found in most recent version of the CFA Grant Management Handbook.

Section 3.03. Unexpended Grant Money. Any VOCA Grant money disbursed to Grantee, or any interest earned by Grantee on the Grant money, that is not expended by Grantee in accordance with this Agreement by the Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended federal funds under this Section 3.03 by paying to Grantor the amount of unexpended federal funds or permitting Grantor to recover the amount of the unexpended federal funds from future payments to Grantee from Grantor. If Grantee fails to return the amount of the unexpended federal funds within fifteen (15) days after the Availability Termination Date or the date this Agreement is terminated, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment of the Grant money from Grantor to Grantee, including but not limited to, any payment of federal funds to Grantee from Grantor under this Agreement and any payment of federal funds to Grantee from Grantor under any contract or agreement, present or future, between Grantor and Grantee.

If any CFA Grant money disbursed to Grantee, or any interest earned by Grantee on the CFA Grant money, is not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated, then at Grantor's discretion: (i) Grantee may retain a portion or all of such money with a demonstration satisfactory to Grantor of how it will be incorporated into the new fiscal year program or used in a subsequent grant award, or (ii) some or all of the unexpended CFA Grant money shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended CFA funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor.

SECTION 4

GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01. Existence and Power. Grantee is a political subdivision of the State of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, any provision of Grantee's articles of incorporation or bylaws, or any provision of Grantee's charter or other organizational document and (c) 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 are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04. Approvals. 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.

SECTION 5 GRANTEE'S AGREEMENTS

Section 5.01. Project Commencement. Grantee shall cause the Project to be operational no later than 60 days from the date of this Agreement. If the Project is not operational by that date, Grantee must submit a letter to Grantor describing steps taken to initiate the Project, reasons for delay, and the expected Project starting date. If the Project is not operational within 90 days of the date of this Agreement, the Grantee must submit a second letter explaining the additional delay in implementation. The Grantor may, after reviewing the circumstances, consider the Grantee in default in accordance with Section 6.03 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Grantee shall complete the Project no later than **September 30, 2021** provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04(a) and (b) are not satisfied, Grantee shall not be required to complete the Project.

Section 5.03. Federal Assurances and Certifications. Grantee will comply with all of federal requirements, including, but not limited to, those set forth in Exhibits A – E (Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; and Victims of Crime Act Special Conditions) attached hereto.

Section 5.04. Civil Rights and Victim Services.

- (a) Grantee shall collect and maintain statutorily required civil rights statistics on victim services as described in the most recent version of the VOCA Grant Management Handbook.
- (b) Grantee shall comply with the following Oregon Department of Justice, CVSSD policies for addressing discrimination complaints,
 - (i) *Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victim and Survivor Services Division's Subrecipients under U.S. Department of Justice Grant Programs*, available under Policies on Grantor's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>; and
 - (ii) *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victim and Survivor Services Division and the Oregon Department of Justice, Crime Victim and Survivor Services*

Division Subrecipients available under Policies on Grantor's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.

- (c) Grantee shall complete and certify completion of civil rights training as described under Training on Grantor's Civil Rights Requirements web page available at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>. Grantee shall conduct periodic training for Grantee employees on the procedures set forth in the policies referenced in subsection (b) of this Section.
- (d) Grantee shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Grantee is prohibited from discriminating on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, age or disability and the procedures for filing a complaint of discrimination as described in the "Civil Rights Fact Sheet" developed by Grantor and available under Notification Regarding Program Availability on Grantor's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.

Section 5.05. Volunteers. Grantee organization will use volunteers in the implementation of the Project unless a waiver has been obtained from Grantor.

Section 5.06. Training Requirements.

- (a) Grantee shall ensure that direct service staff, volunteers and members of the board of directors, or governing body or designated leaders with direct responsibility for domestic violence and sexual assault programs attend training that meets the requirements adopted by the Department of Human Services ("DHS") Advisory Committee. The *Training Requirements for Staff, Volunteers and Leadership of Non-Profit Organizations and Tribal Nations Serving Survivors of Domestic Violence, Sexual Assault, Dating Violence and Stalking* are available on the Grantor's web page at: <https://www.doj.state.or.us/crime-victims/grant-funds-programs/oregon-domestic-and-sexual-violence-services-odsvs-fund/>. The recommended training format is group training, but Grantees may choose to use the Oregon Coalition Against Domestic & Sexual Violence ("OCADSV") web-based advocacy training course to supplement in-person training: <http://www.ocadsv.org/resources/online-core-advocacy-training>.
- (b) Grantee shall ensure that VOCA-funded staff providing direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations attend the Oregon Basic State Victim Assistance Academy (SVAA) training: https://law.lclark.edu/centers/national_crime_victim_law_institute/projects/OR_SVAA/basic.php. Child Abuse Intervention Centers and Special Population organizations may alternatively submit a 40-hour training plan for CVSSD approval that covers topics relevant to the VOCA-funded staff position(s), which may be from SVAA, DHS Advisory Committee adopted training requirements and OCADSV web-based advocate training described in subsection (a) of this Section, VAT *Online* described in subsection (c) of this Section, and additional population-specific topics.
- (c) Volunteers and interns providing VOCA-funded direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations are required to successfully complete the Office for Victims of Crime (OVC) Victims Assistance Training *Online* (VAT *Online*) or a training program that minimally covers the topics included in VAT *Online*: https://www.ovcttac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm. Alternatively, Child Abuse Intervention Centers and Special Population organizations may submit a training plan for CVSSD approval that covers topics relevant to volunteer position(s), which may be from VAT *Online*, DHS Advisory Committee adopted training requirements and

OCADSV web-based advocate training described in subsection (a) of this Section, SVAA described in subsection (b) of this Section, and additional population-specific topics.

- (d) At least one grant-funded staff providing direct services is required to attend the CVSSD-sponsored Crime Victims Compensation Training at least once every four years and ensure all direct service staff are appropriately trained.
- (e) Grantee shall notify Grantor when any staff training is completed by updating the Staff Roster in the CVSSD web-based grant application and reporting system ("CVSSD E-Grants"). Grantee shall document training completed by volunteers, interns and members of the board of directors, governing body or designated leaders.
- (f) Grantee shall attend all appropriate Grantor-sponsored training unless specific written permission excusing attendance has been obtained from Grantor.

Section 5.07. Reporting Requirements.

- (a) Grantee shall submit the following reports as described in the most recent version of the VOCA Grant Management Handbook:
 - i. Quarterly Client Feedback Form and Outcome Measures Report. Grantee agrees to distribute a client feedback form to all victims served by the Project, as deemed appropriate by the Project. The client feedback form must include the three CVSSD Common Outcome Measures as designated by the Grantor in the most recent version of the VOCA Grant Management Handbook as well as collect other data as requested by the Grantor. Grantee shall encourage return of the client feedback form with a survey completion and return rate goal of at least 10%. Grantee must report on the responses quarterly no later than 30 days after the end of the calendar quarters ending September 30, December 31, and March 31, and no later than July 20 for the calendar quarter ending June 30. Grantee shall use forms satisfactory to Grantor.
 - ii. Quarterly Financial Reports. Grantee shall provide Grantor with quarterly financial reports no later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30.
 - iii. Quarterly Performance Measurement Tool Reports. Grantee shall provide Grantor with quarterly performance measurement tool reports no later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30.
 - iv. Annual Narrative Reports. No later than 31 days after the end of each calendar quarter ending September 30, Grantee shall prepare and submit to Grantor an Annual Narrative Report for the VOCA Non-Competitive Project covering the reporting period just ended from October 1 through September 30.
- (b) Grantee shall submit the following reports as described in the CFA Grant Management Handbook:
 - i. Quarterly Client Feedback Form and Outcome Measures Report. Grantee agrees to distribute a client feedback form to all victims served by the Project, as deemed appropriate by the Project. The client feedback form must include the three CVSSD Common Outcome Measures as designated by the Grantor in the most recent version of

the VOCA Grant Management Handbook as well as collect other data as requested by the Grantor. Grantee shall encourage return of the client feedback form with a survey completion and return rate goal of at least 10%. Grantee must report on the responses quarterly no later than 30 days after the end of the calendar quarters ending September 30, December 31, and March 31, and no later than July 20 for the calendar quarter ending June 30. Grantee shall use forms satisfactory to Grantor.

- ii. Quarterly Financial Reports. No later than 30 days after the end of the calendar quarters ending, September 30, December 31, March 31, and no later than July 20 for the calendar quarters ending June 30, Grantee shall submit through CVSSD E-Grants to Grantor quarterly financial reports.
- iii. Quarterly Statistical Reports. No later than 31 days after the end of the calendar quarters ending September 30, December 31, March 31, and no later than July 20 for the calendar quarters ending June 30, Grantee shall prepare and submit through CVSSD E-Grants to Grantor quarterly statistical reports.

Section 5.08. Procurement Standards. Grantee shall follow the same policies and procedures it uses for procurement from any other state or federal funds. Grantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.326.

Grantee shall not discriminate, in procurement transactions, against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by United States Department of Justice ("USDOJ"). The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government in undertaking any work, project, or activity for or on behalf of the federal government. Further details of this requirement can be found in Exhibit E: Victims of Crime Act Special Conditions, and are incorporated by reference here.

Section 5.09. Matching Funds. Grantee shall obtain and expend on the Project matching funds as identified in the Budget and Narrative. Grantee is required to provide matching funds equal to 25% of the Grant funds received unless a match waiver has been requested and approved.

Section 5.10. Program Income. In order to add program income to an award, Grantee (and any subrecipient at any tier) must seek approval from Grantor prior to generating any program income. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. Any program income added to an award must be used to support activities that were approved in the budget and follow the conditions of the Agreement. Any program income generated by the Grantee must be reported on the quarterly Financial Report in accordance with the addition alternative. Failure to comply with these requirements may result in Grantor withholding award funds, disallowing costs, or suspending or terminating the award. The Grantee must comply with all program income requirements contained in the Program Income Policy available on the Grantor's web page under Grant Guidance Documents: <https://www.doj.state.or.us/crime-victims/for-grantees/grant-guidance-documents/>.

Section 5.11. Nondisclosure of Confidential or Private Information. In order to ensure the safety of adult, youth, and child victims and their families, Grantee shall protect the confidentiality and privacy of persons receiving services.

- (a) The term “personally identifying information”, “individual information”, or “personal information” means individually identifying information for or about an individual victim, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.
- (b) Grantee may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.
- (c) Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee’s programs, regardless of whether the information has been encoded, encrypted, hashed or otherwise protected. This applies to:
 - (i) Information being requested for a Federal, State, tribal, or territorial grant program; and
 - (ii) Disclosure from the Grantee’s organization, agency, or government, including victim and non-victim services divisions or components and leadership of the organization, agency or government; and
 - (iii) Disclosure from victim services divisions or components of an organization, agency, or government to the leadership of the organization, agency, or government (e.g., executive director or chief executive). Such executive shall have access without releases only in extraordinary and rare circumstances. Such circumstances do not include routine monitoring and supervision.
- (d) Personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee’s programs may not be released except under the following circumstances:
 - (i) The victim signs a release as provided below;
 - (ii) Release is compelled by statutory mandate, which includes mandatory child abuse reporting laws; or
 - (iii) Release is compelled by court mandate, which includes a legal mandate created by case law, such as a common-law duty to warn.
- (e) Victim releases must meet the following criteria:
 - (i) Releases must be informed, written, reasonably time-limited. Grantee may not use a blanket release and must specify the scope and limited circumstances of any disclosure. At a minimum, Grantee must: discuss with the victim why the information might be shared, who would have access to the information, and what information could be shared under the release; reach agreement with the victim about what information would be shared and with whom; and record the agreement about the scope of the release. A release must specify the

duration for which information may be shared. The reasonableness of this time period will depend on the specific situation.

- (ii) Grantee may not require consent to release of information as a condition of service.
 - (iii) Releases must be signed by the victim unless the victim is a minor who lacks the capacity to consent to release or is a legally incapacitated person and has a court-appointed guardian. Except as provided in paragraph (c)(iv) of this section, in the case of an unemancipated minor, the release must be signed by the minor and a parent or guardian; in the case of a legally incapacitated person, it must be signed by a legally-appointed guardian. Consent may not be given by the abuser of the minor or incapacitated person or the abuser of the other parent of the minor. If a minor is incapable of knowingly consenting, the parent or guardian may provide consent. If a parent or guardian consents for a minor, the grantee or subgrantee should attempt to notify the minor as appropriate.
 - (iv) If the minor or person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may consent to release information without additional consent.
- (f) If release of information described in the previous paragraph is compelled by statutory or court mandate, Grantee shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and Grantee shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.
- (g) Fatality Reviews. Grantee may share personally identifying information or individual information that is collected as described in paragraph (a) of this section about deceased victims being sought for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:
- (i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability;
 - (ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team;
 - (iii) The Grantee makes a reasonable effort to get a release from the victim's personal representative (if one has been appointed) and from any surviving minor children or the guardian of such children (but not if the guardian is the abuser of the deceased parent), if the children are not capable of knowingly consenting; and
 - (iv) The information released is limited to that which is necessary for the purposes of the fatality review.
- (h) Breach of Personally Identifying Information. Grantee is responsible for taking reasonable efforts to prevent unauthorized releases of personally identifying information or individual information that is collected as described in paragraph (a) of this section. The Grantee (and any subgrantee at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee), 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of a grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The Grantee's

breach procedures must include a requirement to report actual or imminent breach of personally identifying information to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

- (i) Grantee shall notify the Grantor promptly after receiving a request from the media for information regarding a recipient of services funded with Grant money.

Section 5.12. Criminal History Verification. Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Grantee; or
- (b) As the employer, by contacting a local Oregon State Police office for an “Oregon only” criminal history check on the applicant/employee/volunteer; or
- (c) By use of another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual’s participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual’s explanation of the crime.

Grantee shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether based upon the conviction the person poses a risk to working safely with victims of crime. If Grantee intends to hire or retain the employee, potential employee or volunteer, Grantee shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant/employee/volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Grantee will place this explanation, along with the applicant/employee/volunteer’s criminal history check, in the employee/volunteer personnel file for permanent retention.

Section 5.13. Determination of Suitability to Interact with Participating Minors. If the purpose of some or all of the activities to be carried out under the VOCA project is to benefit a set of individuals under 18 years of age, Grantee must make determinations of suitability, in advance, before individuals may interact with participating minors, regardless of the individual’s employment status. Details of this requirement can be found on the Office of Justice Programs website at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Section 5.14. Employment Eligibility Verification for Hiring. Grantee shall ensure that, as part of the hiring process for any position funded with VOCA funds, they will properly verify the employment eligibility of the individual who is being hired, consistent with provisions of 8 U.S.C. 1324a(a)(1) and (2)

that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens. Grantee must:

- (a) Notify all staff involved in the hiring process of this requirement;
- (b) Maintain records of all employment eligibility verifications pertinent to compliance with this requirement in accordance with Form I-9 record retention requirements.

For purposes of satisfying the requirement to verify employment eligibility, Grantee may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Grantee uses E-Verify to confirm employment eligibility for each hiring for a position that is or will be funded with VOCA funds.

Details of this requirement can be found in Exhibit E: Victims of Crime Act Special Conditions, and are incorporated by reference here.

Section 5.15. Maintenance, Retention and Access to Records; Audits.

- (a) Maintenance and Retention of Records. Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Grants Financial Management Division (GFMD) and the Office of the Chief Financial Officer (OCFO) set forth in the most recent version of the Office of Justice Programs (OJP) DOJ Grants Financial Guide, including 2 CFR Part 200, subpart F (if applicable), and 2 CFR Part 2800. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this Grant shall be retained by the Grantee for a minimum of six years following termination or expiration of this Agreement for purposes of State of Oregon or federal examination and audit provided, however, that if there is any audit issue, dispute, claim or litigation relating to this Agreement or the Grant, Grantee shall retain and keep accessible the books of account and records until the audit issue, dispute, claim or litigation has been finally concluded or resolved. It is the responsibility of the Grantee to obtain a copy of the DOJ Grants Financial Guide from the OCFO available at <https://ojp.gov/financialguide/DOJ/index.htm> and apprise itself of all rules and regulations set forth.
- (b) Access to Records. Oregon Department of Justice/CVSSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO) or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- (c) Audits. Grantee shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Grantee expends \$750,000 or more in federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to CVSSD within 30 days of completion. If Grantee expends less than \$750,000 in its fiscal year, Grantee is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in subsection (b) of this Section.
- (d) Audit Costs. Audit costs for audits not required in accordance with 2 CFR Part 200, subpart F are unallowable. If Grantee did not expend \$750,000 or more in federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to this Grant.

Section 5.16. Compliance with Laws. Grantee shall comply with (and when required cause its subgrantees to comply with) all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant money and the activities financed with the Grant money. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with:

- (a) **Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.** (prohibiting discrimination in programs or activities on the basis of race, color, and national origin) and the **Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §10228(c)(1)** (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services).
 - (i) These laws prohibit discrimination on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services.
 - (ii) In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability against the Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531.
- (b) **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et. Seq.** (prohibiting discrimination in employment practices or in programs and activities on the basis of disability).
- (c) **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131** and ORS 659.425 (prohibiting discrimination in services, programs, and activities on the basis of disability), the **Age Discrimination Act of 1975, 42 U.S.C. § 6101-07** (prohibiting discrimination in programs and activities on the basis of age); and **Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et. seq.** (prohibiting discrimination in educational programs or activities on the basis of gender); as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws prohibit discrimination on the basis of race, color, religion, national origin and sex in the delivery of services. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability, against the Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street N.E., Salem, Oregon 97301-4096.
- (d) The **Federal Funding Accountability and Transparency Act (FFATA) of 2006**, which provisions include, but may not be limited to, a requirement for Grantee to have a Data Universal Numbering System (DUNS) number and maintain a current registration in the System for Award Management (SAM) database.
- (e) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency. Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing its proposals and budgets and in conducting its programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The USDOJ has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

- (f) **Partnerships with Faith-Based and Other Neighborhood Organizations**, codified at 28 C.F.R. Part 38, and Executive Order 13279, regarding Equal Protection of the Laws for Faith-Based and Community Organizations (ensuring equal treatment for faith-based organizations and non-discrimination of beneficiaries on the basis of religious belief) ensures that no organization will be discriminated against in a USDOJ funded program on the basis of religion and that services are available to all regardless of religion. Executive Order 13279 ensures a level playing field for the participation of faith-based organizations as well as other community organizations.
- (g) All regulations and administrative rules established pursuant to the foregoing laws, and other regulations as provided at www.ojp.usdoj.gov/ocr.
- (h) The **Uniform Administrative Requirements, Cost Principles, and Audit Requirements** in 2 CFR Part 200, as adopted and supplemented by the USDOJ in 2 CFR Part 2800.
- (i) Further, Grantee shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state administrative agency to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531.

Section 5.17. VOCA Eligibility Requirements. Grantee will comply with the federal eligibility criteria established by the Victims of Crime Act of 1984, as amended, and the Office of Justice Programs Financial Guide, in order to receive VOCA funds as described in the Grantee's VOCA Application.

Section 5.18. Assurances. The Grantee assures that it will:

- (a) Utilize VOCA funds only to provide authorized services to victims of crime;
- (b) Obtain prior approval from Grantor for:
 - 1. Movement of funds
 - i. For grant awards totaling \$500,000 or less: Movement of funds that total more than \$3,000 in the Personnel, Services and Supplies, and/or Other Services categories;
 - ii. For grant awards totaling more than \$500,000: Movement of funds that total more than \$5,000 in the Personnel, Services and Supplies, and/or Other Services categories; OR
 - 2. Adding a budget category or line item that did not exist in the original budget; OR
 - 3. Deleting an existing category.
- (c) Comply with the requirements of the current version of the Office of Justice Programs, Financial Guide available at: <https://ojp.gov/financialguide/DOJ/index.htm> ; and
- (d) Comply with the terms of the most recent versions of the VOCA Grant Management Handbook and the CFA Grant Management Handbook.

SECTION 6 TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated at any time upon mutual written agreement between the Parties.

Section 6.02. Termination by Either Party or by Grantor. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances: (a) Grantor fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) Grantor fails to receive sufficient federal funds under VOCA to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.05.

Section 6.03. Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to the Grantor, Grantee shall immediately cease all activities under this Agreement unless, in a notice issued by Grantor, Grantor expressly directs otherwise.

Section 6.04. Default. Either party shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any Exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the Project, the expenditure of Grant money or the performance by Grantee is untrue in any material respect when made; or
- (c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

Section 6.05. Remedies Upon Default. If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor 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, return of all or a portion of the Grant money, payment of interest earned on the Grant money, and declaration of ineligibility for the

receipt of future VOCA awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant money or payment of interest earned on the Grant money, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

In performance of this Agreement, Grantee or Grantor may not be required to perform any act or acts that it is not authorized to perform under state or Federal law and may not be required to refrain from any act that it must perform under state or Federal law.

SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. 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 Grantor (and/or any other agency or department of the State of Oregon) and Grantee 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. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 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. Notwithstanding the foregoing, to be effective against the other party, and any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSSD E-Grants. No term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given.

Section 7.05. Subcontracts, Successors and Assignments.

- (a) Grantee shall not enter into any Subawards, as defined in 2 CFR 200.92, for any of the Project activities required by this Agreement without Grantor's prior written consent. Grantee shall require any Subrecipients, as defined in 2 CFR 200.93, to comply in writing with the terms and

conditions of this Agreement and provide the same assurances as the Grantee must in its use of federal funds. Grantor's consent to any Subaward shall not relieve Grantee of any of its duties or obligations under this Agreement.

- (b) Grantee shall not enter into any Contracts, as defined in 2 CFR 200.22, required by this Agreement without Grantor's prior written consent. Grantee shall comply with procurement standards as defined in Section 5.08 when selecting any subcontractor. Grantee shall require any subcontractor to comply in writing with the terms of an Independent Contractor Agreement as described in the most recent version of the VOCA Grants Management Handbook. Grantor's consent to any Contract shall not relieve Grantee of any of its duties or obligations under this Agreement.
- (c) This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06. Entire Agreement. 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.

Section 7.07. Contribution and Indemnification.

- (a) Generally. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("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. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- (b) Third Party Claim; Grantor's Joint Liability. With respect to a Third Party Claim for which the Grantor is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the Grantor 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 the Grantee in such proportion as is appropriate to reflect the relative fault of the Grantor 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 the Grantor on the one hand and of the 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. The Grantor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Grantor had sole liability in the proceeding.
- (c) Third Party Claim; Grantee's Joint Liability. With respect to a Third Party Claim for which the Grantee is jointly liable with the Grantor (or would be if joined in the Third Party Claim), the 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 the

Grantor in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the Grantor 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 the Grantee on the one hand and of the Grantor 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. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- (d) **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.
- (e) **Indemnification by Subcontractors.** Grantee shall take all reasonable steps to cause each of its contractors that are not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") 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 Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the gross negligence or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.
- (f) **Subcontractor Insurance Requirements.** Grantee shall require each of its first tier contractors that is not a unit of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Exhibit F, attached hereto and incorporated by reference herein, before the contractor performs under the contract between Grantee and the contractor (the "Subcontract"), and ii) maintain such insurance in full force throughout the duration of the Subcontract. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon and that is acceptable to Grantor. Grantee shall not authorize contractor to begin work under the Subcontract 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 each Subcontract permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing a stop work order (or the equivalent) until the insurance is in full force or terminating the Subcontract as permitted by the Subcontract, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Agreement.

Section 7.09. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.10. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Money; Section 5.15, Maintenance, Retention and Access to Records; Audits; and Section 7, MISCELLANEOUS and any other provisions that by their terms are intended to survive.

Section 7.11. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.12. 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.

Section 7.13. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.14. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.15. No Third Party Beneficiaries. Grantor 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, indirectly or otherwise, to third persons.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.



STATE OF OREGON

Acting by and through its Department of Justice

By: _____

Name: Shannon L. Sivell

Title: Director, Crime Victim and Survivor Services Division

Date: _____

AUTHORIZED AGENT FOR GRANTEE

By: _____

Name: _____

Title: _____

Date: _____

APPROVED FOR LEGAL SUFFICIENCY

By: Shannon L. Sivell

Title: Director, Crime Victim and Survivor Services Division

Date: Approved Via Email 11/4/2019



**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals:

- a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;
- (c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov) unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee, to: U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

1. Grantee Name and Address

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

**STANDARD ASSURANCES**

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Print Name of Authorized Official

Title

Signature of Authorized Official

Date

SINGLE AUDIT CERTIFICATION LETTER

November 26, 2019

Ms. Judy Urness
Wasco County, acting by and through its District Attorney's Office
511 Washington St., Ste. 304
The Dalles, OR 97058-2231

RE: Subrecipient Audit Requirements of 2 CFR Part 200, Subpart F for audits of Grant Agreement between the Oregon Department of Justice and Wasco County, acting by and through its District Attorney's Office for the period of October 1, 2019 – September 30, 2021 under the VOCA Grant Award/CFDA#16-575 /\$243,372.00.

Dear Ms. Judy Urness,

The Oregon Department of Justice is subject to the requirements of Office of Management and Budget (OMB) 2 CFR Part 200, subpart F. As such, the Oregon Department of Justice is required to monitor our subrecipients of federal awards and determine whether they have met the audit requirements and whether they are in compliance with federal laws and regulations. A copy of 2 CFR Part 200, Subpart F can be found at the following web address: <https://www.ecfr.gov/cgi-bin/text-idx?SID=704835d27377ef5213a51c149de40cab&node=2:1.1.2.2.1&rgn=div5#sp2.1.200.f>.

Accordingly, we are requesting that you check one of the following, provide all appropriate documentation regarding your organization's compliance with the audit requirements (CVSSD will only accept the URL address for your organization's audit or an electronic copy), sign and date the letter and return this letter along with your Grant Agreement and Exhibits A, B, D, E, F, G, and H.

1. _____ We have completed our single audit for our most recent fiscal year, ending _____. The URL address indicated below or an electronic copy of the audit report and a schedule of federal programs by major program have been provided. (If material exceptions were noted, the responses and corrective actions taken have also been provided.)
URL address for single Audit:
2. _____ We expect our single audit for our most recent fiscal year, ending _____, to be completed by _____. The URL address or an electronic copy of our audit report and a schedule of federal programs by major program will be forwarded to the Oregon Department of Justice within 30 days of receipt of the report. (If material exceptions are noted, a copy of the responses and corrective actions taken will be included.)
3. _____ We are not subject to the single audit requirement because:
 _____ We are a for-profit organization.
 _____ We expend less than \$750,000 in federal funds annually.
 _____ Other (please explain) _____

Print Name of Fiscal Officer

Title

Signature of Fiscal Officer

Date

Please address all correspondence to:
Oregon Department of Justice, CVSSD
1162 Court Street NE
Salem, OR 97301-4096

Oregon Department of Justice – Crime Victim and Survivor Services Division
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS
FOR SUBGRANTS ISSUED BY THE OREGON DEPARTMENT OF JUSTICE

INSTRUCTIONS: Complete the identifying information, which is found on the Grant Award face sheet, in the table below. Read the form completely, identifying, under “I,” the person responsible for reporting civil rights findings; and checking only the one certification under “II” that applies to your agency. Have your Authorized Official sign as appropriate on page 2, forward a copy to the person you identified under “I”, keep a copy for your records, and return the original to the Oregon Department of Justice, CVSSD, 1162 Court Street NE, Salem, OR 97301-4096 along with your Grant Agreement and Exhibits A, B, C, E, and F.

Grant Award: VOCA/CFA-2019-WascoCo.DAVAP-00065		Grant Title: 2019 VOCA Non-Competitive Grant
Grantee Name (Funded Entity): Wasco County, acting by and through its District Attorney's Office		
Address: 511 Washington St., Ste. 304, The Dalles, OR 97058-2231		
Project Period: Start Date: 10/1/2019 End Date: 9/30/2021		Award Amount: VOCA \$243,372.00
Contact Name, Phone # & E-mail address: Ms. Judy Urness, (541) 506-2685, judyu@co.wasco.or.us		

AUTHORIZED OFFICIAL’S CERTIFICATION: As the Authorized Official for the above Grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

- I. **REQUIREMENTS OF SUBGRANT RECIPIENTS:** All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Oregon Department of Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of receipt of this form. A copy of this Certification will be provided to this person, as identified here:

Person responsible for reporting civil rights findings of discrimination:

I certify that _____ [Grantee] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

 Print or Type Name and Title

 Signature

 Date

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute’s administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. Check the box before **ONLY THE ONE APPROPRIATE CERTIFICATION** (A, B or C below) that applies to this Grantee agency during the period of the grant duration noted above.

☐ **CERTIFICATION A: Declaration Claiming Complete Exemption from the EEOP Requirement**

Please check all the following boxes that apply:

- ☐ Grantee is an educational, medical or non-profit institution or an Indian Tribe; and/or
- ☐ Grantee has less than 50 employees; and/or
- ☐ Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds.

I, _____ [authorized official],
certify that _____ [Grantee]
is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

Print or Type Name and Title

Signature

Date

☐ **CERTIFICATION B: Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review**

If a recipient agency has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [authorized official],
certify that _____ [Grantee],
which has fifty or more employees and is receiving a single award for \$25,000 or more, but less than \$500,000,
has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required
by applicable federal law, it is available for review by the public, employees, DOJ/CVSSD, and the Office for
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

_____ [organization],

_____ [address].

Print or Type Name and Title

Signature

Date

☐ **CERTIFICATION C: Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review**

If a recipient agency has fifty or more employees and is receiving a single award of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [authorized official],
certify that _____ [Grantee],
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP
in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for
Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

* * * * *

This original signed form must be returned to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street NE, Salem, OR 97301-4096, along with your Grant Agreement and Exhibits A, B, C, E, and F. You must also forward a signed copy to the person you identified under "I" on page 1. Electronically scan the signed document and send the signed document to EEOPForms@usdoj.gov with EEOP Certification in the subject line. Please retain a copy for your records.

For more information regarding EEOP requirements, please access the Office for Justice Programs, Office for Civil Rights web page at: <http://www.ojp.usdoj.gov/ocr>.

VICTIMS OF CRIME ACT SPECIAL CONDITIONS**1. Requirement of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the Grantee that relates to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the Grantee, the authorized official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized official for the Grantee.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Oregon Department of Justice, Crime Victim and Survivor Services Division ("CVSSD") taking appropriate action with respect to the Grantee and the award. Among other things, the CVSSD may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including the Office of Justice Programs ("OJP"), also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273, and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to CVSSD awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm> (page under construction as of 10/1/2017).

Record retention and access: Records pertinent to the award that the Grantee (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report, unless a different retention period applies -- and to which the Grantee (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Grantee is to contact CVSSD promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

The Grantee agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The Grantee agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code. Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirements related to "de minimis" indirect cost rate

A Grantee that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise CVSSD of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the Grantee currently has other active awards of federal funds, or if the Grantee receives any other award of federal funds during the period of performance for this award, the Grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the Grantee must promptly notify the awarding agency (CVSSD and OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) or grant amendment to eliminate any inappropriate duplication of funding.

7. Requirements related to System for Award Management and Unique Entity Identifiers

The Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

The details of the Grantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Grantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of a CVSSD grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of

PII to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

9. Employment eligibility verification for hiring under the award

1. The Grantee (and any subrecipient at any tier) must:

- A. Ensure that, as part of the hiring process for any position in the United States that is or will be funded (in whole or in part) with VOCA funds, the Grantee (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
- B. Notify all persons associated with the Grantee (or any subrecipient) who are or will be involved in activities under this VOCA award of both –
 - 1) This award requirement for verification of employment eligibility, and
 - 2) The associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful to hire (or recruit for employment) certain aliens.
- C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- D. As part of the recordkeeping for this award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The Grantee must monitor subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all Grantee (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Grantee (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Grantee (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded with award funds.

C. “United States” specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any Grantee, any subrecipient at any tier, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

- E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any Grantee, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

10. All subawards ("subgrants") must have specific federal authorization

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

12. Unreasonable restrictions on competition under the award; association with federal government

With respect to any procurement of property or services that is funded (in whole or in part) by VOCA funds, whether by the Grantee or subrecipient at any tier, and regardless of dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used, Grantee shall:

- A. Not discriminate, in procurement transactions, against associates of the federal government. Consistent with the (DOJ) Part 200 Uniform Requirements – including as set out at 2 C.F.R. 200.300 (requiring awards to be “manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements”) and 200.319(a) (generally requiring “[a]ll procurement transactions [to] be conducted in a manner providing full and open competition” and forbidding practices ‘restrictive of competition’ such as “[p]lacing unreasonable requirements on firms in order for them to qualify to do business” and taking “[a]ny arbitrary action in the procurement process”) – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity’s status as an “associate of the federal government” (or on the basis of such person or entity’s status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ; and

B. Monitor subrecipient compliance with this condition.

The term “associate of the federal government” means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

Nothing in this condition shall be understood to authorize or require any grantee, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

13. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and CVSSD authority to terminate award)

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Grantee, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Grantee or of any subrecipient ("subgrantees").

The details of the Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by Grantees and subgrantees related to trafficking in persons (including reporting requirements and CVSSD authority to terminate award)), and are incorporated by reference here.

14. Determination of suitability to interact with participating minors

If a purpose of some or all of the activities to be carried out under this VOCA award (whether by Grantee or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age:

The Grantee, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

16. Requirement for data on performance and effectiveness under the award

The Grantee must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to CVSSD in the manner (including within the timeframes) specified by CVSSD in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

17. OJP Training Guiding Principles

Any training or training materials that the Grantee -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with CVSSD award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

18. Effect of failure to address audit issues

The Grantee understands and agrees that the awarding agency may withhold award funds, or may impose other related requirements, if (as determined by the awarding agency) the Grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of CVSSD awards.

19. Potential imposition of additional requirements

The Grantee agrees to comply with any additional requirements that may be imposed by CVSSD during the period of performance for this award, if the Grantee is designated as "high risk" for purposes of the DOJ high-risk grantee list.

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to Grantee and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Grantees and subgrantees that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

23. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Grantee (or subgrantee) would or might fall within the scope of this prohibition, the Grantee is to contact CVSSD for guidance, and may not proceed without the express prior written approval of CVSSD.

24. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Grantee (or a subgrantee) would or might fall within the scope of an appropriations-law restriction, the Grantee is to contact CVSSD for guidance, and may not proceed without the express prior written approval of CVSSD.

25. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The Grantee and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881(fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

26. Restrictions and certifications regarding non-disclosure agreements and related matters

No Grantee or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene

requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the Grantee--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the Grantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the Grantee's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

27. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Grantee (and any subgrantee at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Grantee is to contact CVSSD for guidance.

28. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Grantees and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by

this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

29. Requirement to disclose whether Grantee is designated "high risk" by a federal grant-making agency outside of DOJ

If the Grantee is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to CVSSD by email to Shannon.Sivell@doj.state.os.us. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the Grantee's past performance, or other programmatic or financial concerns with the Grantee. The Grantee's disclosure must include the following: 1. The federal awarding agency that currently designates the Grantee high risk, 2. The date the Grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

30. Discrimination Findings

The Grantee assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the Grantee will forward a copy of the findings to CVSSD.

31. Grantee integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the Grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, Grantees of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of Grantee obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

32. VOCA Requirements

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the Grantee certifies that funds under this award will:

a) be subawarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), if a government-based organization; and

c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in one or more of the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by CVSSD.

33. The Grantee, and any subrecipient ("subgrantee") at any tier, must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.
34. The Grantee agrees to submit (and, as necessary, require subgrantees to submit) quarterly performance reports on the performance metrics identified by CVSSD, and in the manner required by CVSSD. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

35. Demographic Data

The Grantee, and any subrecipient ("subgrantee") at any tier, must collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

36. The Grantee understands and agrees that it has a responsibility to monitor its subrecipients' ("subgrantees") compliance with applicable federal civil rights laws.

Certification: I certify that I have read and reviewed the above assurances and links to referenced Award Conditions and certify that the Grantee will comply with all provisions of the Victims of Crime Act of 1984 (VOCA), as amended, and all other applicable Federal laws.

Print Name of Authorized Official

Title

Signature of Authorized Official

Date

Print Name of Fiscal Officer

Title

Signature of Fiscal Officer

Date

SUBCONTRACTOR INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE. Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from 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 Grantor.

i. **WORKERS COMPENSATION.** All employers, including Subcontractor, 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).

ii. **EMPLOYERS' LIABILITY.**

☒ **Required by Agency** ☐ **Not required by Agency.**

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. **PROFESSIONAL LIABILITY**

☒ **Required by Agency** ☐ **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontract shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement.

iv. **COMMERCIAL GENERAL LIABILITY.**

☒ **Required by Agency** ☐ **Not required by Agency.**

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.

v. **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.**

☒ **Required by Agency** ☐ **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

B. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Subcontractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either 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 this Agreement, for a minimum of 24 months following Subcontractor's completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit F.

D. CERTIFICATE(S) OF INSURANCE. Subcontractor shall provide to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.**



MOTION

SUBJECT: Proposed VOCA Grant Agreement Motion

I move to approve the Victims of Crime Act Criminal Fine Account 2019-2021 Non-Competitive Grant Agreement DAVAP-00065 between the Oregon Department of Justice and Wasco County.



CONSENT AGENDA

[MINUTES: 12.4.2019 REGULAR SESSION](#)

[REAPPOINTMENTS](#)



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
DECEMBER 4, 2019**

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

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

At 9:00 a.m. Chair Kramer opened the Regular Session with the Pledge of Allegiance. Adjustments to the agenda:

- CAMI Grant rescheduled to January, 2020

Discussion Item – Graffiti MOU

City of The Dalles Code Compliance Officer Nikki Lesich explained that the City of The Dalles Police Department and Wasco County Youth Services have been working together recently to mitigate the graffiti issues in The Dalles. She commented that Work Crew Supervisor Nicole Beaman is irreplaceable, stating that she maintains good communication with the City and the homeowners.

Ms. Lesich went on to explain that the City recently passed an ordinance to help manage the graffiti problem. She said that the ordinance provides authority for the City to step in and enforce the code should a homeowner be uncooperative.

Vice-Chair Hege asked if it is a huge problem. Ms. Lesich replied that it is not huge but is growing – found mostly in alleyways. To keep it under control, graffiti must be removed promptly so as not to encourage others. The City of The Dalles wants to promote the use of no-tag paint on buildings; tagging won't stick to it. However, the no-tag paint is more expensive.

Vice-Chair Hege asked if the taggers are ever caught. Ms. Lesich responded that the taggers are generally proud of their work; over time, it is easy to identify the artist.

Vice-Chair Hege observed that some communities have designated places for graffiti. Ms. Lesich responded that the designated graffiti zone has oftentimes backfired.

Commissioner Schwartz asked that the Ordinance be sent to her.

{{Vice-Chair Hege moved to approve the Memorandum of Understanding between Wasco County and City of The Dalles for the use of the Wasco County Youth Services Work Crew to assist property owners with graffiti removal and clean up. Commissioner Schwartz seconded the motion which passed unanimously.}}

Discussion Item – 2020 Census

Long-Range Planner Dr. Kelly Howsley-Glover reported that a month ago we were made aware that one of the largest census tracks in Wasco County is among the nations hardest to count tracks; people are just not reporting. She explained that the under-reporting impacts our ability to apply for grants and could impact Oregon's federal representation in the House. She stated that they would like to apply for a United Way grant to set up a census administration center that will operate nights and weekends to help with reporting.

Vice-Chair Hege asked what part of Wasco County is included in the hard to count track. Dr. Howsley-Glover replied that it is mostly south of Dufur – Wamic, Tygh Valley, etc.

Commissioner Schwartz asked if Celilo Village would be covered. Dr. Howsley-Glover stated that she does not believe it is part of the hard to count track; part of Warm Springs Reservation is included. Reporter Rodger Nichols added that Celilo Village just got a new computer lab and that will probably help in that area.

Vice-Chair Hege said he thinks it is great – the census is important; if we can help to encourage participation, we should.

Commissioner Schwartz asked if the work would require additional staff. Dr. Howsley-Glover replied that it will not require additional Staff.

*****The Board was in consensus to move forward to apply for the United Way census assistance grant.*****

Discussion Item – Finance Report

Finance Director Mike Middleton reviewed the report included in the Board Packet. He pointed out that the tax receipts at the end of October are nearly \$500,000 more than last year at the same time. He went on to say that Building Codes is generating revenue however electrical expenses outpace revenue. He noted that we are still looking at the rates for adjustment.

Commissioner Schwartz asked how much longer we would be using Clair Company to supplement our work at Building Codes. Mr. Stone replied that we will not be sending any new work to Clair but it will take a few months for them to complete the work they have in process.

Vice-Chair Hege noted that the Sheriff's revenues are down. Mr. Middleton explained that there are reimbursement funds that have not come in yet. Vice-Chair Hege pointed out that we are looking for new revenues to support the new deputy position. Mr. Stone stated that he has asked Mr. Middleton to do a budget adjustment to move revenue from materials and services to personnel; the Board will see that in an upcoming report. Mr. Middleton added that he is following the situation closely.

Consent Agenda – Minutes, Fair Board Appointment, Fair Manager Contract & Fair Board Appointment

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

County Clerk Lisa Gambie announced that both Pine Hollow boat ramps have been completed; it is impressive. Vice-Chair Hege asked if anyone has been able to use it prior to the winter closure. Ms. Gambie said that she saw boats were out in the reservoir the day South Wasco Park and Recreation District had intended to close for the winter – they delayed closing. She added that they are looking at putting a vault toilet there as well and are starting to look for recreation projects in communities outside of pine hollow.

Chair Kramer announced that ribbon cutting for the Maupin Community Center will be Sunday at 3:00 p.m.

Agenda Item – Fee Schedule Ordinance

Ms. Gambie reported that there have been no changes to the Ordinance since it

was presented at the November 6, 2019 Board Session.

{{{Commissioner Schwartz moved to approve Ordinance 19-006 in the matter of amending Wasco County's Uniform Fee Schedule for various County Departments. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item – Comprehensive Plan Ordinance Updates

At 9:35 a.m. Chair Kramer opened the public hearing for 921-18-000216, 921-18-000217, 921-18-000218, 921-18-000219 and 921-19-000125, a review of a recommendation made by the Wasco County Planning Commission for A legislative hearing to consider approving amendments to the Wasco County Comprehensive Plan primarily relating to policies and implementation strategies for Natural Resources, Scenic and Historic Areas and Open Spaces, Natural Hazards, Public Facilities and Services and Energy Conservation. Amendments also include the adoption of a new format for the plan. These amendments relate to work tasks 13-16 and 19 of Wasco County's Periodic Review to update the Comprehensive Plan.

Chair Kramer went on to review the hearing process, asking the following questions:

- Does any Commission member wish to disqualify themselves for any personal or financial interest in this matter? *There were none.*
- Does any member of the audience wish to challenge the right of any Commission member to hear this matter? *There were none.*
- Is there any member of the audience who wishes to question the jurisdiction of this body to act on behalf of Wasco County in this matter? *There were none.*

Dr. Howsley-Glover reviewed the presentation included in the Board Packet. She explained that many of the updates were items flagged by our partners at the State level. She highlighted the work regarding the White River to address concerns about how it is categorized and protected. She said that the suite of updates is due by March, 2020. The last set they will be working through is complicated and so they have budgeted a significant amount of time to allow ample interface with the public. The LUDO update will begin in late 2020.

Chair Kramer pointed out that the reference to the Health District should be North Central Public Health. He suggested that Goal 13.2.4 should have an additional

bullet point to encourage the utilization of solid waste; it is in the landfill's plan to capture methane gas.

Vice Chair Hege read the title of the Ordinance into the record: Ordinance 19-007 in the matter of the Wasco County Planning Commission's request to approve proposed periodic review legislative amendments to update the Comprehensive Plan related to Land Use Planning Goals 5, 7, 11 and 13 in chapters 5, 7, 11 and 13 of Wasco County 2040, The Comprehensive Plan (File Number 921-18-000216, 921-18-000217, 921-18-000218, 921-18-000219, and 921-19-000125)

The hearing was closed at 10:01 a.m.

Agenda Item – Urban Growth Boundary Ordinance Updates

At 10:01 a.m. Chair Kramer opened a public hearing for 921-19-000170 PLNG, a review of adoption by The Dalles City Council of Updates to the City of The Dalles Land Use and Development Ordinance and Comprehensive Plan.

Chair Kramer went on to review the hearing process, asking the following questions:

- Does any Commission member wish to disqualify themselves for any personal or financial interest in this matter? *There were none.*
- Does any member of the audience wish to challenge the right of any Commission member to hear this matter? *There were none.*
- Is there any member of the audience who wishes to question the jurisdiction of this body to act on behalf of Wasco County in this matter? *There were none.*

Dr. Howsley-Glover reviewed the presentation included in the Board Packet. She noted that part of the City of The Dalles' update is in response to Oregon law which permits duplexes to be developed in all urban residential zones. She explained that the joint urban growth boundary management agreement assigns authority for implementation to the City of The Dalles but they must have the approval of the Board of County Commissioners. She said that we have been remiss in the approval process for the past few years and so are including all the recent updates along with the most current.

Vice-Chair Hege commented that he does not agree with forcing single family housing zones to have duplexes in the urban growth area. Commissioner Schwartz stated that she supports it.

Mr. Stone said that we would have to modify the management agreement if we do not want to agree to the changes. Planning Director Angie Brewer pointed out that the public process for these changes has closed; we were not formally notified for all the changes but there is usually an opportunity for us to participate. We can disagree with them now, but it would be a difficult process. We can eliminate the agreement but then would have to take over Land Use in the urban boundary area.

Further discussion ensued. Vice-Chair Hege said that the state law only applies to properties within the city limits. He said that he does not think it is fair to impose it on landowners who have purchased property outside the city limits with the expectation that they are in a single-family zone. Commissioner Schwartz added that she would like more information on the language around recreational vehicles.

Mr. Stone suggested that staff open a conversation with the City around these two items.

Commissioner Schwartz read the title of the ordinance into the record: Ordinance 19-008 in the matter of the Wasco County Planning Commission's request to approve City of The Dalles Comprehensive Plan and Land Use and Development Ordinance impacting Lands in the Urban Growth Boundary (File Number 921-19-000170 PLNG).

Agenda Item – Waste Disposal Rate Increase Requests

Environmental Health Specialist Supervisor Nicole Bailey explained that the agreement between the County and the solid waste disposal providers allows for annual increases through a formula based on the consumer price index. The Solid Waste Advisory Committee (SWAC) has met and approved the request from the Landfill and Waste Connections for 2.15%.

Vice-Chair Hege asked if the increase also applies to the tipping fee. Wasco County Landfill Site Manager Nancy Mitchell replied that it does.

Waste Connections District Manager Jim Winterbottom stated that the increase to the customer will be ten cents per week for residential and fifty-four cents a week for a commercial dumpster.

Vice-Chair Hege asked if this request also goes before the City of The Dalles. Mr. Winterbottom replied that it does along with several other municipalities.

Vice-Chair Hege asked what the discussion was at the SWAC meeting. Ms. Bailey replied that no one opposed the increase.

{{{Commissioner Schwartz moved to approve Resolutions 19-012 and 19-013 to approve rate increases for the Wasco County Landfill and Waste Connections. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item – Hiring Policy

Mr. Stone noted that an additional sentence has been added to the last page of the policy since its publication: “Additional Wasco County employment policies are included in the Employee Handbook.” He went on to say that 95% of what is included in the policy is what we have already been doing; the policy formalizes it so everyone knows the rules and expectations.

Vice-Chair Hege commented that a hiring policy is an important element. He noted that there is some flexibility written into the policy. Mr. Stone responded that for example what we have to do to hire a deputy is different than what you might do for an office manager. The flexibility allows us to navigate a variety of scenarios.

Vice-Chair Hege observed that there is no language for veterans’ preference in the policy. Mr. Stone said that is covered through Human Resources but he would look into putting it in the policy.

{{{Vice-Chair Hege moved to approve the 2019 Wasco County Hiring Policy: Process and Procedures with direction to staff to further explore the possibility of including veterans’ preference language in the policy. Commissioner Schwartz seconded the motion which passed unanimously.}}}

Agenda Item – What’s Strong with You Program Update

Prevention Coordinator Debby Jones reviewed the materials included in the Board Packet. She stated that this is one of their biggest programs; they started with a pilot program with The Dalles Middle School and had a great response. She reported that a researcher out of Oregon Health and Science University is doing a paper on the program and helping to keep it very organized so that it can be replicated. She stated that she is looking for more funding as we do not want this to be a one-time project. The middle school reports that for the kids who have been in the program, they have seen improved behavior and greater success.

Chair Kramer said that at one time he was part of the Student Success Team; the program has a lot of upward momentum. He said he fully supports this effort.

Ms. Jones reported that at the end of January she will complete her term as president of her state association. She will be able to apply that time to her work here.

Agenda Item – Executive Session

At 11:00 a.m. Chair Kramer opened an Executive Session pursuant to ORS 192.660(2)(h) conferring with legal counsel.

The Session reconvened at 1:00 p.m. in the Deshutes Room.

Agenda Item – Work Session

ROLES AND RESPONSIBILITIES

Mr. Stone said that the team has talked some about having some discussions around this at the 2020 Leadership Summit. He recounted that the current model worked well but it seems to have become a little blurred. Ms. Clark added that some of the ambiguity lies with when directors can act autonomously and when they need to bring in another member of the team such as Finance or Human Resources or escalate to the Administrative Officer or the Board of Commissioners.

Mr. Stone went on to say that he wants to better define the budget process to determine what items come through that process. We have established budgeting principals but we have allowed people to circumvent those.

Discussion ensued regarding the budget process and what the process might look like if someone disagrees with the Budget Team. The consensus was that we need a process that is understood by the team. Vice-Chair Hege commented that it seemed like in this year's process, the Management Team punted – not willing to have the hard conversation. In addition, the Director's should not bring a request that they have not done all the research to support. Commissioner Schwartz said she would look for that to be part of the policy.

The consensus was that roles and responsibilities need further discussion.

MUNIS EXEMPTION

Mr. Middleton stated that the Eden software currently in use at the County for financial management is not user friendly, is outdated and being phased out by the vendor, Tyler Technologies. His department has been looking at options and would like to upgrade to the next level of software – Munis. Tyler Tech specializes in government accounting software; 11 of our partners have already moved to the Munis platform. The idea would be to move to a hosted system so our Information Systems Department does not have to manage the upgrades and compliance issues; in addition, it will offer increased disaster recovery capability. The cost would be approximately \$50,000 this year. Additional modules will be added prior to moving to the new system which will eliminate hours of staff time during and following the conversion.

Commissioner Schwartz asked if we have budgeted for this expenditure. Mr. Middleton stated that it is a one-time project that would come out of capital reserves – those cannot be spent without Board authority. Finance Manager Kayla Nelson added that Benton County made the upgrade and came in \$100,000 under budget; Tyler Technology is very conservative when predicting costs.

Vice-Chair Hege asked for the overall cost of upgrading. Ms. Nelson replied that it would be \$250,000 over three years. Software is a small part of that cost; most of it is implementation and training. It is much less than if we moved to another vendor. The hope would be to go live with the financial software in July 2021 and with payroll software in January of 2022.

Vice-Chair Hege commented that the Eden system is horrific and we definitely need to move. Ms. Nelson noted that we have been with Eden for 14 years. Another consideration is the time this will free for IS to direct their attention to other county needs.

Commissioner Schwartz said she would like to have a comprehensive look at all the software being used by the County.

HOUSEHOLD HAZARDOUS WASTE

Chair Kramer stated that Bruce Lumper, non-voting member of the Tri-County Household Hazardous Waste and Recycling Steering Committee (HHW), does not agree that the Board of Commissioners wanted Chair Kramer to move forward

with an exploration of a new model being proposed for recycling. He said that he is here to get confirmation.

Vice-Chair Hege stated that this is a question for HHW. Chair Kramer agreed but pointed out that when he took it to the HHW, their direction was for each representative to go back to their respective governing bodies to get direction as to how each would vote on this matter.

Commissioner Schwartz stated that the HHW needs to define the scope of the problem and determine what they are trying to fix; then they can look at the possible solutions. Mr. Stone pointed out that all that is being asked is to explore the concept for viability; ideally, HHW would have agreed to that exploration. Recycling is the primary objective – we are not recycling in Wasco County. Other jurisdictions are recycling less and increasing fees. Always adding fees to our citizens is not the answer.

Further discussion ensued around HHW's direction to its members. Mr. Stone observed that it became emotional and political – they wanted someone else to make the decision. The emotion around it seems to be a reaction to loss of a program and distrust of the private sector. In addition, the concept has the potential of eliminating a position which is why we approached it first through individual Committee members – it would have been insensitive to take it public if there had been no support for the idea. Mr. Lumper stated that he does not believe Mr. Stone's explanation of why they talked to individual Committee members before bringing it to the HHW at a public meeting.

The consensus was that the Tri-County Household Hazardous Waste needs to move forward to develop a plan – this is one solution they should consider.

NORCOR BUDGET COMMITTEE

Ms. Clark stated that the County needs to appoint a representative to serve on the NORCOR Budget Committee. She asked that they start thinking about who they might want to appoint. Vice-Chair Hege asked if Teresa Hepker had served well last year. NORCOR Juvenile Manager and Wasco County Juvenile Services Director Molly Rogers replied affirmatively saying that continuity is beneficial.

Commissioner Schwartz agreed to reach out to Ms. Hepker to see if she would be willing to serve again this year.

The session was adjourned at 2:05 p.m.

Summary of Actions

MOTIONS

- **To approve the Memorandum of Understanding between Wasco County and City of The Dalles for the use of the Wasco County Youth Services Work Crew to assist property owners with graffiti removal and clean up.**
- **To approve the Consent Agenda: 11.6.2019 Regular Session Minutes, Order 19-133 Appointing Randy Seibel to the Fair Board, Campbell Phillips Legal Services Contract and Fair Manager Contract.**
- **To approve Ordinance 19-006 in the matter of amending Wasco County's Uniform Fee Schedule for various County Departments.**
- **To approve Resolutions 19-012 and 19-013 to approve rate increases for the Wasco County Landfill and Waste Connections.**
- **To approve the 2019 Wasco County Hiring Policy: Process and Procedures with direction to staff to further explore the possibility of including veterans' preference language in the policy.**

CONSENSUS ITEMS

- **To move forward to apply for the United Way census assistance grant.**

Wasco County
Board of Commissioners

Steven D. Kramer, Board Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



CONSENT ITEM

Reappointments

[ORDER 19-123 REAPPOINTING PAT DAVIS TO WASCO COUNTY BUDGET COMMITTEE](#)

[ORDER 19-126 REAPPOINTING JOHN CARTER TO WASCO COUNTY BUDGET COMMITTEE](#)

[ORDER 19-131 REAPPOINTING KRISTIN DODD TO FOREST COLLABORATIVE](#)

[ORDER 19-132 REAPPOINTING JEREMY THOMPSON TO FOREST COLLABORATIVE](#)

[ORDER 19-134 REAPPOINTING THELMA ALSUP TO THE FAIR BOARD](#)

[ORDER 19-135 REAPPOINTING COLEENA TENOLD-SAUTER TO THE FAIR BOARD](#)

[ORDER 19-136 REAPPOINTING CANDY ARMSTRONG TO LPSCC](#)

[ORDER 19-137 REAPPOINTING JEFF JUSTESEN TO LPSCC](#)

[ORDER 19-138 REAPPOINTING DAN LINDHORSST TO LPSCC](#)

[ORDER 19-139 REAPPOINTING FRANK KAY TO LPSCC](#)

[ORDER 19-140 REAPPOINTING DAMON HULIT MCHA](#)

[ORDER 19-141 REAPPOINTING MIKE DAVIS TO PC](#)

[ORDER 19-142 REAPPOINTING PAT COMBS TO VSAC](#)

[ORDER 19-143 REAPPOINTING ROBERT MAXWSELL TO VSAC](#)

[ORDER 19-144 REAPPOINTING SCOTT HEGE TO HFAB](#)

[ORDER 19-145 REAPPOINTING JIM REED TO MOSIER WSC](#)

[ORDER 19-146 REAPPOINTING KEN LITE TO MOSIER WSC](#)

[ORDER 19-147 REAPPOINTING PETER DALKE TO MOSIER WSC](#)

[ORDER 19-148 REAPPOINTING SUSAN GABAY TO MOSIER WSC](#)

[ORDER 19-150 REAPPOINTING JOHN NELSON TO TD WSC](#)

[ORDER 19-151 REAPPOINTING MARK POPOFF TO TD WSC](#)

[ORDER 19-152 REAPPOINTING ROY GROCE TO WHITE RIVER WSC](#)

[ORDER 19-153 REAPPOINTING KEN MARTIN TO WHITE RIVER WSC](#)

[ORDER 19-154 REAPPOINTING THERESA HEPKER TO NORCOR BUDGET](#)



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF PAT DAVIS TO THE WASCO COUNTY BUDGET COMMITTEE

ORDER #19-123

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That Pat Davis' term on the Wasco County Budget Committee will expire on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Pat Davis is willing and is qualified to be reappointed to the Wasco County Budget Committee for another term.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Pat Davis be and is hereby reappointed to the Wasco County Budget Committee; said term to expire on December 31, 2020.

DATED this 18TH day of December, 2019.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Bradley V. Timmons, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF JOHN CARTER TO THE WASCO COUNTY BUDGET COMMITTEE

ORDER #19-126

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That John Carter' term on the Wasco County Budget Committee will expire on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That John Carter is willing and is qualified to be reappointed to the Wasco County Budget Committee for another term.

NOW, THEREFORE, IT IS HEREBY ORDERED: That John Carter be and is hereby reappointed to the Wasco County Budget Committee; said term to expire on December 31, 2020.

DATED this 18TH day of December, 2019.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Bradley V. Timmons, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF KRISTIN DODD TO THE WASCO COUNTY FOREST
COLLABORATIVE GROUP STEERING COMMITTEE

ORDER #19-131

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That in August of 2015, the Wasco County Forest Collaborative Group was formed by Charter to provide the US Forest Service with proposals for management of the National Forest lands and to support the utilization of forest resources and related opportunities to strengthen local communities; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County has agreed to be the appointing body for the Wasco County Forest Collaborative Group; and

IT FURTHER APPEARING TO THE BOARD: That Kristin Dodd's appointing to the Wasco County Forest Collaborative Group Steering Committee will expire on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Kristin Dodd is willing and is qualified to be reappointed to serve on the Wasco County Forest Collaborative Group Steering Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Kristin Dodd be and is hereby reappointed to serve on the Wasco County Forest Collaborative Group Steering Committee as the Community Wildfire Protection Representative; said term to expire on December 31, 2022.

DATED this 18TH day of December, 2019.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Bradley V. Timmons, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF JEREMY THOMPSON TO THE WASCO COUNTY FOREST COLLABORATIVE GROUP STEERING COMMITTEE

ORDER #19-132

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That in August of 2015, the Wasco County Forest Collaborative Group was formed by Charter to provide the US Forest Service with proposals for management of the National Forest lands and to support the utilization of forest resources and related opportunities to strengthen local communities; and

IT FURTHER APPEARING TO THE BOARD: That Wasco County has agreed to be the appointing body for the Wasco County Forest Collaborative Group; and

IT FURTHER APPEARING TO THE BOARD: That Jeremy Thompson's appointing to the Wasco County Forest Collaborative Group Steering Committee will expire on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Jeremy Thompson is willing and is qualified to be reappointed to serve on the Wasco County Forest Collaborative Group Steering Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jeremy Thompson be and is hereby reappointed to serve on the Wasco County Forest Collaborative Group Steering Committee as the State Agencies Representative; said term to expire on December 31, 2022.

DATED this 18TH day of December, 2019.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Bradley V. Timmons, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF THELMA ALSUP TO THE WASCO COUNTY FAIR BOARD

ORDER #19-134

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That Thelma Alsup's term on the Wasco County Fair Board will expire on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Thelma Alsup is willing and is qualified to be reappointed to the Wasco County Fair Board.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Thelma Alsup be and is hereby reappointed to the Wasco County Fair Board; said term to expire on December 31, 2022.

DATED this 18TH day of December, 2019.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Bradley V. Timmons, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF COLLEENA TENOLD-SAUTER TO THE WASCO COUNTY FAIR BOARD

ORDER #19-135

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That Colleena Tenold-Sauter's term on the Wasco County Fair Board will expire on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Colleena Tenold-Sauter is willing and is qualified to be reappointed to the Wasco County Fair Board.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Colleena Tenold-Sauter be and is hereby reappointed to the Wasco County Fair Board; said term to expire on December 31, 2022.

DATED this 18TH day of December, 2019.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Bradley V. Timmons, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF CANDY ARMSTRONG TO THE WASCO COUNTY LOCAL
PUBLIC SAFETY COORDINATING COUNCIL

ORDER #19-136

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT APPEARING TO THE BOARD: That Candy Armstrong's term on the Wasco County Local Public Safety Coordinating Council will expire on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Candy Armstrong is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Candy Armstrong be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council; said term to expire on December 31, 2020.

DATED this 18TH day of December, 2019.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Bradley V. Timmons, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF JEFF JUSTESEN TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

ORDER #19-137

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT APPEARING TO THE BOARD: That Jeff Justesen's term on the Wasco County Local Public Safety Coordinating Council will expire on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Jeff Justesen is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jeff Justesen be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council; said term to expire on December 31, 2020.

DATED this 18TH day of December, 2019.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Bradley V. Timmons, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF DAN LINDHORST TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

ORDER #19-138

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT APPEARING TO THE BOARD: That Dan Lindhorst's term on the Wasco County Local Public Safety Coordinating Council will expire on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Dan Lindhorst is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Dan Lindhorst be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council; said term to expire on December 31, 2020.

DATED this 18TH day of December, 2019.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Bradley V. Timmons, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF FRANK KAY TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

ORDER #19-139

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT APPEARING TO THE BOARD: That Frank Kay's term on the Wasco County Local Public Safety Coordinating Council will expire on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Frank Kay is willing and is qualified to be reappointed to the Wasco County Local Public Safety Coordinating Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Frank Kay be and is hereby reappointed to the Wasco County Local Public Safety Coordinating Council; said term to expire on December 31, 2020.

DATED this 18TH day of December, 2019.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Bradley V. Timmons, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF DAMON HULIT TO THE MID-COLUMBIA HOUSING
AUTHORITY BOARD

ORDER #19-140

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Mid-Columbia Housing Authority Board; and

IT APPEARING TO THE BOARD: That Damon Hulit's term on the Mid-Columbia Housing Authority Board will expire on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Damon Hulit is willing and is qualified to be reappointed to the Mid-Columbia Housing Authority Board.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Damon Hulit be and is hereby reappointed to the Mid-Columbia Housing Authority Board; said term to expire on December 31, 2022.

DATED this 18TH day of December, 2019.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Bradley V. Timmons, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF MIKE DAVIS TO THE WASCO COUNTY PLANNING
COMMISSION POSITION #5

ORDER #19-141

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 Commissioners being present; and

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That Mike Davis's appointment to the Wasco County Planning Commission expires on December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Mike Davis is willing and is qualified to be reappointed to the Wasco County Planning Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Mike Davis be and is hereby reappointed to the Wasco County Planning Commission Position #5; said term to expire on December 31, 2023.

DATED this 18TH day of December, 2019.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Bradley V. Timmons, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF PAT COMBS TO THE VETERANS SERVICES ADVISORY COMMITTEE

ORDER #19-142

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That the Wasco County Veterans Services Advisory Committee shall consist of seven persons who shall be appointed by the Wasco County Board of Commissioners; and

IT FURTHER APPEARING TO THE BOARD: that Pat Combs' term will expire on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Patricia Combs is willing and qualified to be reappointed to the Wasco County Veterans Services Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Patricia Combs be and is hereby reappointed to the Wasco County Veterans Services Advisory Committee for a term to expire December 31, 2021.

DATED this 18TH day of December, 2019.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Bradley V. Timmons, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE RE-APPOINTMENT OF ROBERT MAXWELL TO THE VETERANS SERVICES ADVISORY COMMITTEE

ORDER #19-143

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That the Wasco County Veterans Services Advisory Committee shall consist of seven persons who shall be appointed by the Wasco County Board of Commissioners; and

IT FURTHER APPEARING TO THE BOARD: that Robert Maxwell's term will expire on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Robert Maxwell is willing and qualified to be reappointed to the Wasco County Veterans Services Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Robert Maxwell be and is hereby reappointed to the Wasco County Veterans Services Advisory Committee for a term to expire December 31, 2021.

DATED this 18TH day of December, 2019.

APPROVED AS TO FORM

Wasco County Board of Commissioners

Bradley V. Timmons, County Counsel

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF SCOTT HEGE TO THE WASCO COUNTY HOSPITAL FACILITY
AUTHORITY BOARD

ORDER #19-144

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That under ORS 441.540 the Board of Commissioners shall appoint a Hospital Facility Board of Directors; and

IT FURTHER APPEARING TO THE BOARD: That Scott Hege's appointment to the Hospital Facility Board of Directors expires December 31, 2018; and

IT FURTHER APPEARING TO THE BOARD: That Scott Hege is willing and is qualified to be reappointed to the Wasco County Hospital Facility Authority Board of Directors.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Scott Hege be and is hereby reappointed to the Hospital Facility Authority Board Committee in accordance with ORS 441.540 ; said term to expire December 31, 2022.

DATED this 18th day of December, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Bradley V. Timmons, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF JIM REED TO THE MOSIER WATERSHED COUNCIL

ORDER #19-145

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the Mosier Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Jim Reed's term on the Mosier Watershed Council will expire on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Jim Reed is willing and is qualified to be reappointed to the Mosier Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jim Reed be and is hereby reappointed to the Mosier Watershed Council for a term to expire on December 31, 2022.

DATED this 18th day of December, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Bradley V. Timmons, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF KEN LITE TO THE MOSIER WATERSHED COUNCIL

ORDER #19-146

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the Mosier Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Ken Lite's term on the Mosier Watershed Council will expire on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Ken Lite is willing and is qualified to be reappointed to the Mosier Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Ken Lite be and is hereby reappointed to the Mosier Watershed Council for a term to expire on December 31, 2022.

DATED this 18th day of December, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Bradley V. Timmons, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF PETER DALKE TO THE MOSIER WATERSHED COUNCIL

ORDER #19-147

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the Mosier Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Peter Dalke's term on the Mosier Watershed Council will expire on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Peter Dalke is willing and is qualified to be reappointed to the Mosier Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Peter Dalke be and is hereby reappointed to the Mosier Watershed Council for a term to expire on December 31, 2022.

DATED this 18th day of December, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Bradley V. Timmons, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF SUSAN GABAY TO THE MOSIER WATERSHED COUNCIL

ORDER #19-148

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the Mosier Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Susan Gabay's term on the Mosier Watershed Council will expire on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Susan Gabay is willing and is qualified to be reappointed to the Mosier Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Susan Gabay be and is hereby reappointed to the Mosier Watershed Council for a term to expire on December 31, 2022.

DATED this 18th day of December, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Bradley V. Timmons, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF JOHN NELSON TO THE DALLES WATERSHED COUNCIL

ORDER #19-150

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That John Nelson's term on the The Dalles Watershed Council will expire on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That John Nelson is willing and is qualified to be reappointed to the The Dalles Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That John Nelson be and is hereby reappointed to the The Dalles Watershed Council for a term to expire on December 31, 2022.

DATED this 18th day of December, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Bradley V. Timmons, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF MARK POPOFF TO THE DALLES WATERSHED COUNCIL

ORDER #19-151

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the The Dalles Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Mark Popoff's term on the The Dalles Watershed Council will expire on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Mark Popoff is willing and is qualified to be reappointed to the The Dalles Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Mark Popoff be and is hereby reappointed to the The Dalles Watershed Council for a term to expire on December 31, 2022.

DATED this 18th day of December, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Bradley V. Timmons, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF ROY GROCE TO THE WHITE RIVER WATERSHED COUNCIL

ORDER #19-152

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the White River Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Roy Groce's term on the White River Watershed Council will expire on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Roy Groce is willing and is qualified to be reappointed to the White River Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Roy Groce be and is hereby reappointed to the White River Watershed Council for a term to expire on December 31, 2022.

DATED this 18th day of December, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Bradley V. Timmons, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF KEN MARTIN TO THE WHITE RIVER WATERSHED COUNCIL

ORDER #19-153

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the White River Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Ken Martin's term on the White River Watershed Council will expire on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Ken Martin is willing and is qualified to be reappointed to the White River Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Ken Martin be and is hereby reappointed to the White River Watershed Council for a term to expire on December 31, 2022.

DATED this 18th day of December, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Bradley V. Timmons, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF THERESA HEPKER TO THE NORTHERN OREGON
CORRECTIONAL FACILITY BUDGET COMMITTEE

ORDER #19-154

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That a Theresa Hepker's term on the NORCOR Budget Committee will expire on December 31, 2019; and

IT FURTHER APPEARING TO THE BOARD: That Theresa Hepker is willing and is qualified to be reappointed to the NORCOR Budget Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Theresa Hepker be and is hereby reappointed to the NORCOR Budget Committee; said term to expire on December 31, 2020.

DATED this 18th day of December, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Bradley V. Timmons, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice Chair

Rod L. Runyon, County Commissioner



CONSENT ITEM

Training/Facilitation Agreement

[STAFF MEMO](#)

[AGREEMENT FOR TRAINING AND FACILITATION SERVICES](#)



AGENDA ITEM

Updates to the Comprehensive Plan

[STAFF REPORT – CHAPTER 7](#)

[GOAL 7](#)

[STAFF REPORT CHAPTER 5](#)

[GOAL 5](#)

[STAFF REPORT CHAPTERS 11 AND 13](#)

[GOAL 11](#)

[GOAL 13](#)

[ORDINANCE 19-007 AMENDING THE WASCO COUNTY COMPREHENSIVE PLAN](#)

[MOTION LANGUAGE](#)



PLANNING DEPARTMENT

2705 East Second Street • The Dalles, OR 97058
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WASCO COUNTY

BOARD OF COUNTY

COMMISSIONER

FOR

Hearing Date: December 18, 2019

Hearing Location: Wasco County Courtroom
Room 302
Wasco County Courthouse
511 Washington Street
The Dalles, Oregon 97058

2nd Hearing: File # 921-18-000216-219 and 921-18-000222 Wasco County 2040 Periodic Review Work Tasks 13-16 and 19.



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MEMORANDUM TABLE OF CONTENTS

Date: December 4, 2019
To: Wasco County Board of County Commissioners
From: Wasco County Planning Office
Subject: Submittal for Meeting Dated December 18, 2019
Re: **Second Hearing on Recommendations on proposed amendments to Chapters 5, 7, 11, and 13 as part of Wasco County 2040 work plan**

<u>Item</u>	<u>Page</u>
Staff Report – Legislative Request to Amend Comp Plan Chapter 7	BOC 2 – 1
Attachment A - Chapter 7 Proposed Amendments	BOC 2-11
Goal 7 – Areas Subject to Natural Disasters and Hazards	BOC 2 - 18
Staff Report – Legislative Request to Amend Comp Plan Chapter 5	BOC 2 – 30
Attachment A – Chapter 5 Proposed Amendments	BOC 2 - 41
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Staff Report – Legislative Request to Amend Comp Plan Chapter 11 and 13	BOC 2 – 119
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Goal 11 – Public Facilities and Services	BOC 2 – 135
Goal 13 – Energy Conservation	BOC 2 -146



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FILE #: 921-18-000216 (13)

REQUEST: Legislative Request to Amend the Comprehensive Plan, Chapter 7
DECISION:

Attachments:

- A. Overview of Chapter 7 revisions
- B. Finalized Draft of Proposed Chapter 7 of Wasco County 2040 (Comprehensive Plan)

File Number: 921-18-000216

Request: Amend the Wasco County Comprehensive Plan
1. Change the format to align with Statewide Land Use Planning Goals
2. Develop Goal 7 into Wasco County 2040 format (Chapter 7), make any general amendments reflecting current planning practice. This is related to Periodic Review work task 13.

Prepared by: Kelly Howsley Glover, Long Range Planner

Prepared for: Wasco County Planning Commission

Applicant: Wasco County Planning Department

Staff Recommendation: Recommend the Wasco County Planning Commission recommend adoption of the proposed amendments of the Wasco County Comprehensive Plan to the Wasco County Board of Commissioners.

**Planning Commission
Hearing Date:** November 5, 2019

Procedure Type: Legislative

Attachments: Attachment A: Wasco County Comprehensive Plan Periodic Review Work Task 13 Overview
Attachment B: Annotated Draft of Proposed Chapter 7 of Wasco County 2040 (Comprehensive Plan) with notes

I. APPLICABLE CRITERIA

- A. Wasco County Comprehensive Plan Chapter 11: Revisions Process
 - 1. Section B: Form of Comprehensive Plan Amendment
 - 2. Section C: Who May Apply for a Plan revision
 - 3. Section D: Legislative Revisions
 - 4. Section H: General Criteria
 - 5. Section I: Transportation Planning Rule Compliance
 - 6. Section J: Procedure for the Amendment process
- B. Oregon Administrative Rules 660-025: Periodic Review

II. SUBMITTED COMMENTS

As of the date of this document, Wasco County Planning Department has received no comments about the proposed revisions.

III. PUBLIC INVOLVEMENT

In addition to the public hearings required by this legislative process to allow for public testimony and the ability to provide written comment, Wasco County has included the following additional measures to ensure the process is open to the public:

A. Newspaper Notifications

Open House September 19, 2019

Public notice for an Open House was published in *The Dalles Chronicle* on September 11, 2019.

Citizen Advisory Group Work Session October 1, 2019:

Public notice for a Citizen Advisory Group meeting was published in *The Dalles Chronicle* on September 11, 2019, more than 20 days prior to the October 1st work session.

Planning Commission Hearing November 5, 2019:

Public notice for a Planning Commission hearing was published in *The Dalles Chronicle* on October 16, 2019, more than 20 days prior to the November 5th hearing.

Board of County Commissioner Hearing December 4, 2019:

Public notice for a Board of County Commissioner hearing was published in *The Dalles Chronicle* on November 6, 2019, more than 20 days prior to the December 4th hearing.

B. Information Available on Website

The information regarding the proposed amendments was placed on the Wasco County Planning Department Website¹ on September 24, 2019. If updates are made following each hearing, the webpage will be updated to reflect such changes. At the time of publication of this document, the following information was made available to the public:

¹ <http://co.wasco.or.us/departments/planning/index.php>

- A listing of hearing dates, times and locations
- Drafts of the proposed amendments
- Staff report describing the process and proposed changes
- A way to submit comments and concerns

In addition, the Wasco County Comprehensive Plan website² has included several posts that have included the time and date of meetings and discussion of proposed topics. This website has 28 subscribers that receive notification of new content, and is also promoted on the Planning Department's social media channels which have 228 followers.

C. Notification to Partners

An email notification of proposed amendments, progress on Periodic Review, and the legislative hearing was sent to the Periodic Review Assistance team and other Citizen Advisory Group identified stakeholders on September 24, 2019. The notification included links to the staff report, proposed amendments, and the opportunity to comment.

D. Notification to Community Notification List

During the Wasco County 2040 initial outreach phase, a public email notification list was assembled. Members of the public continue to have the opportunity to sign up for this list at any time on the project website³ or in person at any of the public hearings, work sessions or other events. They can also request to be put on the list via email, telephone, or in the Planning Department Office. Currently this list includes 102 interested parties from the community.

An email notification of proposed amendments, progress on Periodic Review, and the legislative hearing was sent to this notification list on September 17, 2019. The notification included links to the proposed amendments, and information on how to provide comment.

E. Other Public Outreach

In addition to the public meetings, social media content helped to promote engagement with the work tasks and solicit additional input. Any comments, or other feedback were compiled and analyzed by staff and used to inform the development of the new policy and implementation strategies.

IV. FINDINGS

A. Wasco County Comprehensive Plan Criteria

1. Chapter 11 - Revisions Process

- a. Section B – Form of Comprehensive Plan Amendment*
Amendments to the Comprehensive Plan include many forms and can either be legislative or quasi-judicial.

² www.Wasco2040.com

³ <https://wasco2040.com/contact/>

FINDING: The request is for a legislative text amendment to policies and the format for Goal 7 (Chapter 7) of the Comprehensive Plan, as part of a broader Periodic Review work plan. Amendments include reformatting and edits to existing policy and implementation, as well as the addition of some new content including historical perspective, overview, and findings and references. The goal of the work task is to ensure the policies and implementations are consistent with the Natural Hazards Mitigation Plan (2019).

b. Section C – Who May Apply for a Plan revision

2. Planning Commission by majority vote confirmed by the Wasco County Governing Body. (Legislative)

FINDING: The Wasco County Board of Commissioners is the Wasco County Governing Body, and has authorized the Wasco County Planning Department to pursue Voluntary Periodic Review (VPR) to update the Wasco County Comprehensive Plan. The Board sent a letter to the Land Conservation and Development Commission supporting VPR on September 29, 2016.

c. Section D – Legislative Revisions

Legislative revisions include land use changes that have widespread and significant impact beyond the immediate area such as quantitative changes producing large volumes of traffic; a qualitative change in the character of the land use itself, such as conversion of residential to industrial use; or a spatial change that affects large areas or much different ownership. The Planning Commission and County Governing Body shall evaluate the plan as often as necessary to meet changes in the social, economic, or environmental character of Wasco County.

FINDING: The proposed text amendments to policies and format of the Comprehensive Plan are applicable to all properties governed by the Wasco County Comprehensive Plan and therefore the proposal is a legislative revision. The proposed amendments are part of a larger Periodic Review process approved by the Planning Commission, Board of County Commissioners, Department of Land Conservation and Development and the Land Conservation and Development Commission. To be accepted for periodic review, staff prepared extensive justification demonstrating the need for amendments to the Comprehensive Plan as a result of changes in the social, economic and environmental character of Wasco County.

d. Section H – General Criteria

The following are general criteria which must be considered before approval of an amendment to the Comprehensive Plan is given:

- 1). Compliance with the statewide land use goal as provided by Chapter 15 or further amended by the Land Conservation and Development Commission, where applicable.***
- 2). Substantial proof that such change shall not be detrimental to the spirit and intent of such goals.***

- 3). *A mistake in the original comprehensive plan or change in the character of the neighborhood can be demonstrated.*
- 4). *Factors which relate to the public need for healthful, safe and aesthetic surroundings and conditions.*
- 5). *Proof of change in the inventories originally developed.*
- 6). *Revisions shall be based on special studies or other information which will serve as the factual basis to support the change. The public need and justification for the particular change must be established.*

FINDING: Goal 7, Natural Hazards, is designed to reduce risk to people and property from natural hazards. Requirements of Goal 7 include inventories, policies, and implementing measures.

Wasco County relies on the inventory provided by FEMA for Flood Hazards in the form of the Flood Insurance Risk Map (FIRM). Similarly, the Oregon Department of Geology and Mineral Industries (DOGAMI) maintains data on geological hazards. Wasco County recently inventoried fire risk through the Community Planning Assistance for Wildfire. Wildfire is mitigated through strategies identified in the Community Wildfire Protection Plan (CWPP) which is implemented through the Land Use and Development Ordinance. More generally, Wasco County Natural Hazards have been inventoried and an action plan developed by the Natural Hazards Mitigation Plan (NHMP) Steering Committee. The first NHMP, adopted in 2012, was updated in 2019.

To be consistent with these plans and Goal 7, Wasco County is proposing to amend its policies and implementation measures to be consistent with inventories, action plans, and current practice. These amendments do not reflect a mistake in the original Comprehensive Plan. Instead, they are the result of continued work and new, available data on natural hazards. Many of these plans did not exist or were not required when the original Comprehensive Plan was adopted in 1983.

The strategies are, by in large, intending to mitigate impact from natural hazards on the built environment and promote safety and health for Wasco County residents. The proposed amendments are based on the special studies, data, and other information available from partners and the plan teams.

The Chapter is also revised significantly in format, and includes additions like references, findings, and an overview to provide context for the Goal and its impact on Wasco County.

By providing a clear connection between plans and the Comprehensive Plan, the intent is to provide a clear, efficient means for the public and staff to understand the policies and implementation measures related to natural hazards.

e. Section I- Transportation Planning Rule Compliance

1). Review of Applications for Effect on Transportation Facilities – A proposed zone change or land use regulation change, whether initiated by the County or by a private interest, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with Oregon Administrative Rule (OAR) 660-012-0060 (the Transportation Planning Rule – “TPR”). “Significant” means the proposal would:

- a). Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);**
- b). Change standards implementing a functional classification system; or**
- c). As measured at the end of the planning period identified in the adopted transportation system plan:**
 - (1) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;**
 - (2) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP; or**
 - (3) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or Comprehensive Plan.**

FINDING: The proposed updates will not change the functional classification of an existing or planned transportation facility, change standards implementing a functional classification system or allow uses or development resulting in impacts to the transportation system.

f. Section J – Procedure for the Amendment Process

- 1. A petition must be filed with the Planning Offices on forms prescribed by the Director of Planning.**
- 2. Notice of a proposed revision within, or to, the urban growth boundary will be given to the appropriate city at least thirty (30) days before the County public hearing.**
- 3. Notification of Hearing:**
 - (1) Notices of public hearings shall summarize the issues in an understandable and meaningful manner.**
 - (2) Notice of a legislative or judicial public hearing shall be given as prescribed in ORS 215.503. In any event, notice shall be given by publishing notice in newspapers of general circulation at least twenty (20) days, but not more than forty (40) days, prior to the date of the hearing.**
 - (3) A quorum of the Planning Commission must be present before a public hearing can be held. If the majority of the County Planning Commission present cannot agree on a**

proposed change, the Commission will hold another public hearing in an attempt to resolve the difference or send the proposed change to the County Governing Body with no recommendation.

(4) After the public hearing, the Planning Commission shall recommend to the County Governing Body that the revision be granted or denied, and the facts and reasons supporting their decision. In all cases the Planning Commission shall enter findings based on the record before it to justify the decision. If the Planning Commission sends the proposed change with no recommendation, the findings shall reflect those items agreed upon and those items not agreed upon that resulted in no recommendation.

(5) Upon receiving the Planning Commission's recommendation, the County Governing Body shall take such action as they deem appropriate. The County Governing Body may or may not hold a public hearing. In no event shall the County Governing Body approve the amendment until at least twenty (20) days have passed since the mailing of the recommendation to parties.

FINDING: The Planning Department and the Planning Commission sought approval to revise the Comprehensive Plan through the Board of County Commissioners and the State Department of Land Conservation and Development (DLCDC). DLCDC approved Wasco County for Periodic Review on February 20, 2018.

The Periodic Review does not involve a modification or amendment to any of the urban growth boundaries and therefore no notices to Cities are required. Planning staff has contacted incorporated cities within Wasco County to solicit ongoing feedback and participation in Wasco County 2040.

Notices for all amendments are occurring in accordance with ORS 215.503. Section III of the staff report, above, details all the public noticing issued for this Periodic Review work task.

A quorum for this hearing was present to deliberate. By a unanimous vote the Planning Commission agreed to recommend approval of the amendments in Work Task 13 to the Board of County Commissioners. The first hearing by the Board of County Commissioners will be held on December 4, 2019, 32 days following this hearing.

Oregon Administrative Rule 660-025: Periodic Review

Oregon Administrative Rule 660-0010: Purpose

The purpose of this division is to carry out the state policy outlined in ORS 197.010 and 197.628. This division is intended to implement provisions of ORS 197.626 through 197.651. The purpose for periodic review is to ensure that comprehensive plans and land use regulations remain in compliance with the statewide planning goals adopted pursuant to ORS 197.230, the commission's rules and applicable land use statutes. Periodic review also is intended to ensure that local government plans and regulations make adequate provision for economic development, needed housing, transportation, public facilities and services, and urbanization, and that local plans are coordinated as described in

ORS 197.015(5). Periodic Review is a cooperative planning process that includes the state and its agencies, local governments, and other interested persons.

Oregon Administrative Rules 660-025-0130: Submission of Completed Work Task

- 1). A local government must submit completed work tasks as provided in the approved work program or a submittal pursuant to OAR 660-025-0175 to the department along with the notice required in OAR-660-025-0140 and any form required by the department. A local government must submit to the department a list of persons who participated orally or in writing in the local proceedings leading to the adoption of the work task or who requested notice of the local government's final decision on a work task.**

FINDING: A notice was sent to DLCD on September 12, 2019, consistent with requirements, to inform them of the proposed November 5, 2019 hearing and subsequent hearings to adopt Chapters related to Periodic Review work task 13. To date, staff has not received any oral or written comment or request for notification from the public on Work Task 13. At such a time when comment is received, that will be attached to the staff report and submitted to DLCD.

- 3). For a periodic review tasks to be complete, a submittal must be a final decision containing all required elements identified for that task in the work program. The department may accept a portion of a task or subtask as a complete submittal if the work program identified that portion of the task or subtasks as a separate item for adoption by the local government. All submittals required by section 1) of this rule are subject to the following requirements:**
 - a). If the local record does not exceed 2,000 pages, a submittal must include the entire local record, including but not limited to adopted ordinances and orders, studies, inventories, findings, staff reports, correspondence, hearings minutes, written testimony and evidence, and any other items specifically listed in the work program.**
 - b). If the local record exceeds 2,000 pages, a submittal must include adopted ordinances, resolutions, and orders; any amended comprehensive or regional framework plan provisions or land use regulations; findings, hearing minutes; materials from the record that the local government deems necessary to explain the submittal or cities in its findings; and a detailed index listing all items in the local record and indicating whether or not the item is included in the submittal. All items in the local record must be made available for public review during the period for submitting objections under OAR 660-025-0140. The director or commission may require a local government to submit any materials from the local record not included in the initial submittal;**
 - c) A submittal of over 500 pages must include an index of all submitted materials. Each document must be separately indexed, in chronological order, with the last document on the top. Pages must be consecutively numbered at the bottom of the page.**

FINDING: The local record for Work Task 13 will not exceed 2,000 pages. Consistent with this requirement, submittal to DLCD will include the entire local record, including but not limited to the adopted ordinance and orders, studies, findings, staff reports, correspondence, hearing minutes, written testimony and evidence and any other relevant material.

A copy of the record, when complete, will also be available for inspection at the Planning Department.

Attachment A

Chapter 7 Proposed Amendments

Documentation: The following is a summarized overview of proposed amendments.

State of the Comprehensive Plan:

- A. **Purpose:** The main purpose of the Comprehensive Plan is to function as a visionary policy document with a 20 year horizon. The plan represents the desires of the citizens of Wasco County and provides generalized direction for development, preservation, the planning process, citizen involvement and numerous other elements related to land use planning. Due to frequent changes in circumstances, law, and the desires of the citizens of the county, the major components should be updated every five to ten years as needed. The land use and development ordinance includes the specific rules and regulations that are meant to implement this vision and amendments to it are required to be consistent with Comprehensive Plan language.
- B. **Prior Updates:** The Comprehensive Plan was acknowledged by the Land Conservation and Development Department in 1983. Major components of the document have not been updated since 1983, resulting in them now being out of date. Other portions have been updated but were done inconsistently and in some cases, the new language did not get inserted into the amended document. In several instances, updates to the ordinance are now out of compliance with the Comprehensive Plan because of the lack of comprehensive updates. A more comprehensive update was initiated in 2009, but ultimately not completed. Staff has used some of the past findings and information in drafting the proposed updates.
- C. **Format:** The Comprehensive Plan is currently organized in a way that puts unrelated information in the same chapter and separated related information into multiple chapters. This has created significant difficulty for staff and the public to find information and utilize as the plan was intended.
- D. **Reformatting:** After a careful case study of other Oregon county comprehensive plans, the Citizen Advisory Group held several work sessions in 2015 and 2016 to discuss, among other issues, reformatting the Comprehensive Plan for increased use, transparency and readability. Based on those work sessions, staff was directed to compile and organize information in a manner that better aligned the plan to the Statewide Land Use Planning Goals.
 - 1. **Oregon's Land Use Goals:** The vast majority of the Comprehensive Plan language is tied to one of the State of Oregon's Land Use Goals. Other than some introductory chapters, the entire Comprehensive Plan is being formatted so that each chapter corresponds to one of the applicable Land Use Goals. Each chapter will include all of the policies, findings, and inventories for the specific goal, in addition to any references and historical information.
 - 2. **Format of Goal Chapters:** Each Goal related chapter will be formatted according to the following conventions:

- a. Overview: A sentence to a paragraph on the outlining the purpose behind the Goal and Wasco County policies.
- b. Statement of Wasco County Goal and reference to Statewide Planning Goal
- c. Any cross-references to other Goals
- d. Policy Statements
- e. Implementation Statements for each policy
- f. Findings and reference section detailing any relevant findings and references.

Chapter by Chapter Overview of Proposed Substantive Amendments:

A. Chapter 7- Goal 7 Natural Hazards

This new chapter maps to Goal 7 (Natural Hazards) and includes an overview of Wasco County's natural hazard plans, a brief overview of the goal's purpose in Wasco County, an excerpt of Oregon's Statewide Land Use Planning Goal 7, policies, implementation strategies for each policy, and a new findings and references section.

1. **Overview:** The overview briefly discusses natural hazard planning in Wasco County.
2. **Historical Perspective:** An overview of various natural hazards plans and inventories in Wasco County.
3. **Excerpt of Statewide Planning Goal:** Excerpt from the Oregon Administrative Rules on Goal 7 that outlines for staff and public the purpose of Goal 7.
4. **Wasco County's Goal:** This maps directly to the State's Goal 7, and has not been modified from existing broad goal.
5. **Photo:** A staff photo of an NHMP public event is included.
6. **Cross Reference:** A list of other goals that relate to Goal 7 was included for easy reference.
7. **Policies:** The existing plan has three policies. The recommendation is to keep two of the existing policies with some modifications, remove one, and add an additional three policies for five total policies and implementation measures.
 - a. Policy 1: Existing policy: "Control flood hazards through active management of water resources, soil conservation techniques and flood plain identification" is proposed to be update to: "Mitigate flood hazards through active management of water resources, soil and water conservation techniques, and flood plain identification." This change is proposed to make responsibilities more clear and reflect current practice
 - (1). Implementation strategy "a" "The County shall continue to meet participation requirements for the national flood insurance program in identified flood hazard areas" is moved to strategy "c." The new proposed "a" is "All implementing ordinances applicable to the County shall be consistent with the Comprehensive Plan and the Natural Hazard Mitigation Plan."

(2). Implementation strategy “b” “Lands within identified flood plains shall be excluded from intensive development” is moved to “e”. The new strategy proposed is: “Updated mapping of identified floodplains (floodway and flood fringe areas) based on channel migration data from federal or state agencies, or other approved sources shall be used to delineate areas within Wasco County that are protected by the Environmental Protection District Flood Hazard Overlay zone (EPD-1).” This is a modification of the former strategy “c”.

(3). Implementation strategy “d” is “Coordinate the flood plain ordinance provisions with the Soil Conservation Service.” Because this does not reflect current practice, it is recommended to be replaced with: “The County shall encourage communities within flood hazard areas to develop floodplain management strategies that exceed the minimum NFIP standards with the end goal of enhanced flood control, protection, and standing within the NFIP Community Rating System.”

(4). Implementation strategy “e” is “Open space and agricultural uses are preferred in identified flood plain areas.” This strategy is proposed to be removed as it’s not actionable. The new proposed strategy “e” is formerly “b”.

(5). Implementation strategy “f” is “Projects for channelization, diversion, and other flood control measures designed to reduce flood hazards should be supported.” These types of projects are typically permitted with minimal review and is proposed to be replaced with the more actionable “Development standards within flood hazard areas should be updated periodically to reflect best practices for minimizing risk and damage to people and property.”

(6). Implementation strategy “g” is an addition and proposed to read: “Encourage sustainable and resilient construction techniques for development in identified flood plain areas to help mitigate the impact of flood events.”

- b. Policy 2: The current policy is “Intensive developments should not be allowed in an identified Natural Hazard Area.” This policy was supported by implementation measures related to geological hazards. Therefore, the policy has been rewritten to say: “Mitigate geological hazards through active management of development and landform alterations in identified geologic hazard prone areas.”

(1). Implementation strategy “a” reads: “Active natural hazard areas will be identified by the placement of an Environmental Protection District Overlay zone” is proposed to be replaced by “All implementing ordinances applicable to the County shall be consistent with the Comprehensive Plan, and the Natural Hazards Mitigation Plan”. This creates a more clear nexus between all land use plans relevant to natural hazards.

(2). Implementation strategy “b” is currently: “Only those activities which are associated with non-intensive recreational or agricultural pursuits should be allowed upon lands inventoried as active natural hazard areas.” Staff proposes to replace this with “Updated mapping of identified geologic hazard areas based on data from federal,

state, or local agencies shall be used to delineate areas within the County that fall within the Environmental Protection District Geologic Hazard Overlay zone (EPD-2)." This references both the EPD and NHMP goal to update the geological hazard map.

(3). Implementation strategy "c" reads "Pre-existing uses, not in accordance with Goal #7, Policy 2 B, should be phased out in active natural hazard areas". This sentence is proposed to be modified, for clarity and applicability, to read "Lands delineated as geologic hazard areas should be evaluated as to the degree of hazard present, and appropriate limitations on development shall be imposed in the Environmental Protection District Geologic Hazards Overlay zone (EPD-2)."

(4). Implementation strategy "d" relates to the LUDO and reads "Development restrictions on active geologic hazard areas shall be specified in the Zoning Ordinance Chapter 3.750." Staff is recommending revision to: "Only those activities which are associated with non-intensive recreational or agricultural pursuits shall be allowed upon lands inventoried as high risk geological hazard areas."

(5). Implementation strategy "e" currently states: "Areas subject to active natural hazards should be evaluated as to the degree of hazard present, and appropriate limitations on use be imposed." Staff recommends removal because it conflicts with natural hazard protection requirements. Current strategy "f" will become "e". The language, per the Planning Commission, has been slightly revised for consistency with the LUDO to allow an engineer certified to assess soils to write required report.

(6). Implementation strategy "g" is not proposed to change.

- c. Policy 3: Current policy is *"Wasco County shall maintain siting regulations for mobile homes to reduce safety and fire hazards."* Staff is recommending a broader wildfire policy to read: "Mitigate wildfire hazards through enhanced fire safety development standards."

(1) Implementation Strategy "a." is related to mobile homes and recommended to be replaced by the more applicable: "All implementing ordinance applicable to the County shall be consistent with the Comprehensive Plan, the Natural Hazards Mitigation Plan, and the Community Wildfire Protection Plan."

(2) Implementation Strategy "b" is also related to mobile homes and proposed to be replaced with "Fire protection agencies and other applicable organizations shall be provided an opportunity to comment on development applications prior to approval."

(3) A new implementation measure "c" is proposed: "All physical development shall be required to implement applicable "Fire Safety Standards" in a timely manner."

- (4) A new implementation measure “d” reads: “All applications for physical development in areas identified as high risk for wildfire shall require a County approved wildfire mitigation plan prior to approval.”
 - (5) New implementation strategy “e” proposed “Encourage sustainable and resilient land use planning techniques for development in areas identified as high risk for wildfire.”
- d. Policy 4: A new policy addressing drought is proposed: “Mitigate drought hazards through development standards that encourage water and soil resource conservation.”
- (1) Implementation “a” is proposed to read: “All implementing ordinances applicable to the County shall be consistent with the Comprehensive Plan, the Natural Hazard Mitigation Plan, and the Community Wildfire Protection Plan.”
 - (2) Implementation “b” is suggested to be “Support best management practices for identified problems to maintain and improve land and water resource qualities.”
 - (3) Implementation strategy “c” staff recommends: “The adequacy and quality of the ground water supplies shall be a major consideration of all development.”
 - (4) Implementation measure “d” connects to recommendations in Goal 5 and 6, and is proposed to read “Discourage residential development in areas with known water resource deficiencies and in areas adjacent to critical surface water sources relied upon for public drinking water.”
 - (5) The final implementation proposed for Policy 4 is “Encourage the coordination and development of a countywide water conservation plan.” This is an aspirational policy that reflects the expressed concern of residents over water resources.
- e. Policy 5: The new proposed policy is “Support Natural Hazards Mitigation Plan action items through coordination and resource allocation.” The implementation measures that follow are taken directly from the Natural Hazards Mitigation Plan action items.
- (1) Implementation Strategy “a.” “Work with key partners, including the NHMP steering committee, to develop and promote public outreach materials related to natural hazards.”
 - (2) Implementation Strategy “b.” is proposed to be “Keep relevant plans, including the NHMP and Community Wildfire Protection Plan, updated.”
 - (3) Implementation Strategy “c.” is recommended to read: “Support partners developing training and recommendations for water conservation and drought management.” This also ties into policy 4 and Goals 5 and 6.

- (4) Implementation Strategy “d.” is drafted as “Accomplish defensible space around structures and support implementation of Fire Safety standards.”
 - (5) Implementation Strategy “e” is proposed as “Encourage the creation of a Wildfire Coordinator or local Natural Hazard Planner position.”
 - (6) The next recommended implementation “f” is “Continue to properly administer the National Flood Insurance Program.” This is also consistent with Policy 1.
 - (7) Implementation measure “g” relates to Goal 5, reading “Support removal of fish passage barriers and improvement of waterway ecology.”
 - (8) The final proposed implementation strategy relates to policy 2, and reads “Update the County Landslide Ordinance.”
8. **Findings and References:** To help provide some information about each of the policies, as well as some history, findings and references are provided at the end of the chapter. These references cite sources from text. Findings provide additional context for some of the policies and implementation strategies. The references list a variety of external plans and reports that are useful, not only in giving context to the policies, but also for research or reference for current planning.

Goal 7

Areas Subject to Natural --- Disasters and Hazards

Goal7

Areas Subject to Natural Disasters and Hazards

Overview

Goal 7 of Oregon's Statewide Planning Goals requires that local governments mitigate risk of harm to people and property from natural hazards through comprehensive plans. This requirement was created specifically for those areas within the state of Oregon that have a higher propensity of natural disasters. Due to the geography, climate, and topography of Wasco County, there are a number of natural hazards that may detrimentally affect people and property. Severe weather, drought, wildfire, flood, earthquake, landslide and volcano eruption are all natural hazards that have the potential to occur, and cause localized and widespread disaster throughout Wasco County. The Comprehensive Plan addresses Goal 7 through limitations to development so that risk to people and property within these areas can be reduced.

Historical Perspective

Environmental Protection District (EPD) Overlay Zones were created in the County in conjunction with partners like the Federal Emergency Management Agency (FEMA) and the State of Oregon's Department of Geology and Mineral Industries (DOGAMI), to restrict development on lands susceptible to flood and landslide natural hazards. Wasco County has, to date, fourteen EPDs. EPD 1 supports administration of the FEMA floodplain, and EPD 2 governs areas identified by the DOGAMI as geological hazard zones.

Local jurisdictions are also required to maintain an approved Natural Hazards Mitigation Plan (NHMP). Local and federal approval of this plan ensures that the county will remain eligible for pre- and post-disaster mitigation project grant funding.

The Wasco County NHMP is the result of the collaborative effort between the County, The Dalles, citizens, special districts, public agencies, non-profit organizations, the private sector, and other regional organizations. The primary intent of the NHMP is to develop a comprehensive community-level mitigation strategy to prepare the county for the long term effects resulting from natural hazards. The NHMP is the best overall comprehensive source of information pertaining to hazard identification in susceptible areas.

Wasco County also has a Community Wildlife Protection Plan. Its primary purpose is to identify and prioritize wildfire hazards and to develop a strategy to reduce these hazards. Chapter 10 of the Wasco County Land Use and Development Ordinance addresses Fire Safety Standards for all new development in the designated fire zones in the county, as established in the Community Wildfire Protection Plan.

Statewide Planning Goal 7

To protect people and property from natural hazards.

Local governments shall adopt comprehensive plans (inventories, policies and implementing measures) to reduce risk to people and property from natural hazards.

Excerpt from
OAR 660-0150000(7)

Cross-Reference

Additional policies related to this goal: Goal 4, Goal 5, Goal 6, and Goal 14

Wasco County Goal

Areas Subject to Natural Hazards

To protect life and property from natural disaster and hazards.



Figure 1. Disasters and Donuts event. The purpose of this event was to involve the public to help with updates to the Natural Hazards Mitigation Plan. (10/30/2017)

Policies

7.1 Policies

Policy 7.1.1

Mitigate flood hazards through active management of water resources, soil and water conservation techniques, and flood plain identification.

Implementation for Policy 7.1.1:

- a. All implementing ordinances applicable to the County shall be consistent with the Comprehensive Plan, and the Natural Hazards Mitigation Plan.
- b. Updated mapping of identified floodplains (floodway and flood fringe areas) based on channel migration data from federal or state agencies, or other approved sources shall be used to delineate areas within Wasco County that are protected by the Environmental Protection District Flood Hazard Overlay zone (EPD-1).
- c. The County shall continue to meet the minimum participation requirements for the National Flood Insurance Program (NFIP) in identified flood hazard areas.
- d. The County shall encourage communities within flood hazard areas to develop floodplain management strategies that exceed the minimum NFIP standards with the end goal of enhanced flood control, protection, and standing within the NFIP Community Rating System.
- e. Lands within identified flood plains shall be excluded from intensive development.
- f. Development standards within flood hazard areas should be updated periodically to reflect best practices for minimizing risk and damage to people and property.
- g. Encourage sustainable and resilient construction techniques for development in identified flood plain areas to help mitigate the impact of flood events.

Policy 7.1.2

Mitigate geologic hazards through active management of development and landform alterations in identified geologic hazard prone areas.

Implementation for Policy 7.1.2:

- a. All implementing ordinances applicable to the County shall be consistent with the Comprehensive Plan, and the Natural Hazards Mitigation Plan.

- b. Updated mapping of identified geologic hazard areas based on data from federal, state, or local agencies shall be used to delineate areas within the County that fall within the Environmental Protection District Geologic Hazard Overlay zone (EPD-2).
- c. Lands delineated as geologic hazard areas should be evaluated as to the degree of hazard present, and appropriate limitations on development shall be imposed in the Environmental Protection District Geologic Hazards Overlay zone (EPD-2).
- d. Only those activities which are associated with non-intensive recreational or agricultural pursuits shall be allowed upon lands inventoried as high risk geologic hazard areas.
- e. An on-site investigation and written report by a certified engineering geologist or an engineer who certifies they are qualified to evaluate soils for suitability shall be required before development will be allowed in a geologic hazard area.

Policy 7.1.3

Mitigate wildfire hazards through enhanced fire safety development standards.

Implementation for Policy 7.1.3

- a. All implementing ordinances applicable to the County shall be consistent with the Comprehensive Plan, the Natural Hazard Mitigation Plan, and the Community Wildfire Protection Plan.
- b. Fire protection agencies and other applicable organizations shall be provided an opportunity to comment on development applications prior to approval.
- c. All physical development shall be required to implement applicable "Fire Safety Standards" in a timely manner.
- d. All applications for physical development in areas identified as high risk for wildfire shall require a County approved wildfire mitigation plan prior to approval.
- e. Encourage sustainable and resilient land use planning techniques for development in areas identified as high risk for wildfire.

Policy 7.1.4

Mitigate drought hazards through development standards that encourage water and soil resource conservation.

Implementation for Policy 7.1.4:

- a. All implementing ordinances applicable to the County shall be consistent with the Comprehensive Plan, the Natural Hazard Mitigation Plan, and the Community Wildfire Protection Plan.

- b. Support best management practices for identified problems to maintain and improve land and water resource qualities.
- c. The adequacy and quality of the ground water supplies shall be a major consideration of all development.
- d. Discourage residential development in areas with known water resource deficiencies and in areas adjacent to critical surface water sources relied upon for public drinking water.
- e. Encourage the coordination and development of a countywide water conservation plan.

Policy 7.1.5

Support Natural Hazards Mitigation Plan action items through coordination and resource allocation.

Implementation for Policy 7.1.5:

- a. Work with key partners, including the NHMP steering committee, to develop and promote public outreach materials related to natural hazards.
- b. Keep relevant plans, including the NHMP and Community Wildfire Protection Plan, updated.
- c. Support partners developing training and recommendations for water conservation and drought management.
- d. Accomplish defensible space around structures and support implementation of Fire Safety standards.
- e. Encourage the creation of a Wildfire Coordinator or local Natural Hazard Planner position.
- f. Continue to properly administer the National Flood Insurance Program.
- g. Support removal of fish passage barriers and improvement of waterway ecology.
- h. Update the County Landslide Ordinance.

Findings and References

7.1.a The 2012 and 2019 Natural Hazards Mitigation Plans inventory natural disasters that could potentially impact Wasco County. Severe weather and drought were identified as high risk hazards, followed by wildfire, flood, and earthquake.

7.1.b Private homeowners insurance does not cover flooding. In 1968, Congress created the National Flood Insurance Program (NFIP) which makes available flood insurance to communities that adopt and enforce flood plain management ordinances that meet or exceed the Federal Emergency Management Agency's requirements for reducing flood risk.

7.1.c Flood Insurance Rate Maps (FIRMs) are produced by FEMA's Risk Mapping, Assessment, and Planning (Risk MAP) program. Maps for unincorporated Wasco County were effective on September 24, 1984.

7.1.d The NFIP Community Rating System (CRS) provides lower flood insurance premiums to communities that go beyond meeting the minimum NFIP standards. The CRS program offers credit points for a community's participation in approved activities (public information, mapping and regulations, flood damage reduction activities, and warning and response), that apply to a community's CRS class rating. A community's CRS rating (class 1-10) determines the overall flood insurance premium reduction.

7.1.e Best practices for flood mitigation are recommended by FEMA.

7.1.f Intensive development is broadly defined by FEMA as development that is susceptible to damage and, in turn, creating further damage to nearby resources, from flooding.

7.1.g Using Wasco County LIDAR data, FEMA

will provide updated FIRMs by 2023.

7.1.h The United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) offers natural resource conservation programs that help communities reduce erosion, improve water quality, and reduce damages from flooding and other natural disasters.

7.1.i Mapped geological hazards are provided by DOGAMI's SLIDO and incorporated into Wasco County's Comprehensive Plan Zoning Map as EPD-2.

7.1.j Non-intensive activities and uses have minimal structural development that could be susceptible to damage in the case of a landslide.

7.1.k The wildfire safety protections were developed during the Community Wildfire Protection Plan effort.

7.1.l Sustainable and resilient land use planning techniques are detailed in FEMA's Mitigation Ideas, the Wasco County NHMP (2019), and the CPAW (2018) recommendations and include techniques undergrounding electrical utilities, defensible space around structures, and encouraging fire-resistant construction techniques like non-combustible materials and fire resistant roofing.

7.1.m The Wasco County Soil and Water Conservation District has resources on water conservation.

7.1.n Wasco County 2040 efforts resulted in policies in Goal 6 to increase educational materials for the public on water conservation.

7.1.o The Natural Hazards Mitigation Plan lists several action items for the Planning Department to address. This list is included in the implementation strategies of 7.1.5.

7.1.p The removal of fish passage barriers

is a Soil and Water Conservation District specific action item included in the NHMP meant to reduce flood risk.

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Water Resource Guide.*

Oregon Department of Geology and Mineral
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PLANNING DEPARTMENT

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FILE #: 921-18-000217, 921-18-000218, 921-18-00219, 921-18-000222 (5)

REQUEST: Legislative Request to Amend the Comprehensive Plan, Chapter 5
DECISION:

Attachments:

- A. Overview of Chapter 5 Revisions
- B. Final Draft of Proposed Chapter 5 of Wasco County 2040 (Comprehensive Plan)

File Number: 921-18-000217, 921-18-000218, 921-18-00219, 921-18-000222

Request: Amend the Wasco County Comprehensive Plan

1. Change the format to align with Statewide Land Use Planning Goals
2. Develop Goal 5 into Wasco County 2040 format (Chapter 5), make any general amendments reflecting current planning practice. This is related to Periodic Review work task 14, 15, 16, and 19.

Prepared by: Kelly Howsley Glover, Long Range Planner

Prepared for: Wasco County Planning Commission

Applicant: Wasco County Planning Department

Staff Recommendation: Recommend the Wasco County Planning Commission recommend adoption of the proposed amendments of the Wasco County Comprehensive Plan to the Wasco County Board of Commissioners.

Planning Commission Hearing Date: November 5, 2019

Procedure Type: Legislative

Attachments: Attachment A: Wasco County Comprehensive Plan Periodic Review Work Task 14, 15, 16, and 19 Overview
Attachment B: Draft of Proposed Chapter 5 of Wasco County 2040 (Comprehensive Plan)
Attachment C: White River ESEE Analysis

I. APPLICABLE CRITERIA

- A. Wasco County Comprehensive Plan Chapter 11: Revisions Process
 - 1. Section B: Form of Comprehensive Plan Amendment
 - 2. Section C: Who May Apply for a Plan revision
 - 3. Section D: Legislative Revisions
 - 4. Section H: General Criteria
 - 5. Section I: Transportation Planning Rule Compliance
 - 6. Section J: Procedure for the Amendment process
- B. Oregon Administrative Rules 660-025: Periodic Review

II. SUBMITTED COMMENTS

As of the date of this document, Wasco County Planning Department has received no comments about the proposed revisions.

III. PUBLIC INVOLVEMENT

In addition to the public hearings required by this legislative process to allow for public testimony and the ability to provide written comment, Wasco County has included the following additional measures to ensure the process is open to the public:

A. Newspaper Notifications

Open House September 19, 2019

Public notice for an Open House was published in *The Dalles Chronicle* on September 11, 2019.

Citizen Advisory Group Work Session October 1, 2019:

Public notice for a Citizen Advisory Group meeting was published in *The Dalles Chronicle* on September 11, 2019, more than 20 days prior to the October 1st work session.

Planning Commission Hearing November 5, 2019:

Public notice for a Planning Commission hearing was published in *The Dalles Chronicle* on October 16, 2019, more than 20 days prior to the November 5th hearing.

B. Information Available on Website

The information regarding the proposed amendments was placed on the Wasco County Planning Department Website¹ on September 24, 2019. If updates are made following each hearing, the webpage will be updated to reflect such changes. At the time of publication of this document, the following information was made available to the public:

- A listing of hearing dates, times and locations
- Drafts of the proposed amendments
- Staff report describing the process and proposed changes
- A way to submit comments and concerns

¹ <http://co.wasco.or.us/departments/planning/index.php>

In addition, the Wasco County Comprehensive Plan website² has included several posts that have included the time and date of meetings and discussion of proposed topics. This website has 28 subscribers that receive notification of new content, and is also promoted on the Planning Department's social media channels which have 228 followers.

C. Notification to Partners

An email notification of proposed amendments, progress on Periodic Review, and the legislative hearing was sent to the Periodic Review Assistance team and other Citizen Advisory Group identified stakeholders on September 24, 2019. The notification included links to the staff report, proposed amendments, and the opportunity to comment.

D. Notification to Community Notification List

During the Wasco County 2040 initial outreach phase, a public email notification list was assembled. Members of the public continue to have the opportunity to sign up for this list at any time on the project website³ or in person at any of the public hearings, work sessions or other events. They can also request to be put on the list via email, telephone, or in the Planning Department Office. Currently this list includes 102 interested parties from the community.

An email notification of proposed amendments, progress on Periodic Review, and the legislative hearing was sent to this notification list on September 12, 2019. The notification included links to the proposed amendments, and information on how to provide comment.

E. Other Public Outreach

In addition to the public meetings, social media content helped to promote engagement with the work tasks and solicit additional input. Any comments, or other feedback were compiled and analyzed by staff and used to inform the development of the new policy and implementation strategies.

IV. FINDINGS

A. Wasco County Comprehensive Plan Criteria

1. Chapter 11 - Revisions Process

- a. Section B – Form of Comprehensive Plan Amendment***
Amendments to the Comprehensive Plan include many forms and can either be legislative or quasi-judicial.

FINDING: The request is for a legislative text amendment to policies and the format for Goal 5 (Chapter 5) of the Comprehensive Plan, as part of a broader Periodic Review work plan. Amendments include reformatting and edits to existing policy and implementation, as well as the addition of some new content including historical perspective, overview, and findings and references. There are also

² www.Wasco2040.com

³ <https://wasco2040.com/contact/>

significant revisions to policies and implementation measures based on required ESEE analysis, external plans, and public input.

b. Section C – Who May Apply for a Plan revision

2. Planning Commission by majority vote confirmed by the Wasco County Governing Body. (Legislative)

FINDING: The Wasco County Board of Commissioners is the Wasco County Governing Body, and has authorized the Wasco County Planning Department to pursue Voluntary Periodic Review (VPR) to update the Wasco County Comprehensive Plan. The Board sent a letter to the Land Conservation and Development Commission supporting VPR on September 29, 2016.

c. Section D – Legislative Revisions

Legislative revisions include land use changes that have widespread and significant impact beyond the immediate area such as quantitative changes producing large volumes of traffic; a qualitative change in the character of the land use itself, such as conversion of residential to industrial use; or a spatial change that affects large areas or much different ownership. The Planning Commission and County Governing Body shall evaluate the plan as often as necessary to meet changes in the social, economic, or environmental character of Wasco County.

FINDING: The proposed text amendments to policies and format of the Comprehensive Plan are applicable to all properties governed by the Wasco County Comprehensive Plan and therefore the proposal is a legislative revision. The proposed amendments are part of a larger Periodic Review process approved by the Planning Commission, Board of County Commissioners, Department of Land Conservation and Development and the Land Conservation and Development Commission. To be accepted for periodic review, staff prepared extensive justification demonstrating the need for amendments to the Comprehensive Plan as a result of changes in the social, economic and environmental character of Wasco County.

d. Section H – General Criteria

The following are general criteria which must be considered before approval of an amendment to the Comprehensive Plan is given:

- 1). Compliance with the statewide land use goal as provided by Chapter 15 or further amended by the Land Conservation and Development Commission, where applicable.***
- 2). Substantial proof that such change shall not be detrimental to the spirit and intent of such goals.***
- 3). A mistake in the original comprehensive plan or change in the character of the neighborhood can be demonstrated.***

4). Factors which relate to the public need for healthful, safe and aesthetic surroundings and conditions.

5). Proof of change in the inventories originally developed.

6). Revisions shall be based on special studies or other information which will serve as the factual basis to support the change. The public need and justification for the particular change must be established.

FINDING: Work task 14 is a state required change from using the National Wetland Inventory to the State Wetland Inventory for identification of riparian and wetland areas for the purposes of protection. This change was specifically requested by the Periodic Review Assistance Team to be consistent with changes to state law. In practice, Wasco County currently uses State Wetland Inventory, so this change represents an alteration to references rather than a change in practice. The State Wetland Inventory includes the National Wetland Inventory, as well as additional information that increases the accuracy of the data.

Task 15 focuses on revisions to the program to protect Federal Wild and Scenic River, the White River, and Oregon Scenic Waterways, the Deschutes and John Day rivers. OAR 660-023-0120 and OAR 660-023-0130 provide the rules for both programs and protection of the resources. Currently, all three rivers are protected by Environmental Protection District (EPD) 7 which applies some additional criteria to development permits. An interpretation of this EPD, in addition, has guided Planning staff to elevate Type I and II applications to a conditional use review while conditional uses, in the underlying zone, are prohibited.

The goal of this work task is to ensure compliance with OAR 660-023 and provide clarity on the process for development permits.

The greatest confusion is with the White River, which was designated as a federal Wild and Scenic River after the 1983 completion of the Comprehensive Plan. This process identified segments of the river that were classified as “scenic” or “recreational.” There is some confusion among some Wasco County community members as to the impact of these different classifications; the Wild and Scenic River Act requires, regardless of classification, that the overall goal of the designation be protection and enhancement of the resource. OAR 660-023-0120 requires that, at the time of periodic review, local governments shall amend acknowledged plans and land use regulations to address any federal Wild and Scenic River (WSR)...not addressed by the acknowledged plan”. Since the plan was adopted in 1983 and the White River was designated a Federal Wild and Scenic River in 1988, periodic review has triggered this amendment.

The rule also requires that we designate all WSRs (in this case, the White River) as significant Goal 5 resources and follow ESEE standards and procedures (OAR 660-023-0040 and 660-023-0050). The ESEE for the White River is attached to this staff report as Attachment C. As required by OAR 660-023, the recommendations from the ESEE analysis are written to be consistent with the federal White River Management Plan.

ESEE Analysis of the White River demonstrates that properties surrounding the White River are, by in large, resource zones. There are some exceptions for the Tygh Valley segment which includes some residential and industrial zoned lands. The ESEE, according to OAR 660-023-0040, “need not be lengthy or complex, but should enable reviewers to gain a clear understanding of the conflicts and the consequences to be expected.” Therefore, an analysis focused on the three main types of uses relevant to property along the White River: residential, commercial and industrial.

Possible residential development consequences included environmental impacts from site development related activity including erosion, run off, noise, and scenic disruptions. However, this was balanced by the economic impact of prohibiting residential development which could negatively impact the county and surrounding communities. The recommendation with residential development was to allow for residential uses according to a conditional use permitting process. This includes all residential uses, even those listed as conditional uses in the underlying zone. The conditional use recommendation, similar to the current application of EPD-7 to White River adjacent properties, primarily differs in that it allows for uses treated as conditional in the underlying zone.

The second type of use listed in the ESEE Analysis was commercial. Based on the scale and density, it was determined that commercial uses carry with them potential economic and environmental consequences. Similar to residential uses, staff determined the best option is for commercial uses to be treated as conditional uses. This includes all commercial uses processed as a conditional use in the underlying zone.

Industrial uses and activities carry with them the most potential for impact. Industrial uses permitted in the resource and industrial zones are broad and include manufacturing, resource extraction, storage and other miscellaneous uses. While there may be economic consequences to prohibited outright any industrial activity, staff noted potential environmental, economic, social, and energy consequences for both a no protection and EPD related protection program. Staff determined that “because many of the uses and activities are diverse, the ability to apply rules with discretion towards individual conditions provide for an equitable solution.”

Based on the ESEE, staff is recommending that the White River remain in EPD-7 and that all uses, including conditional uses in the underlying zone, be treated as conditional uses. This will assure for the greatest opportunities to allow for uses permitted in the underlying zone while still mitigating adverse impacts.

The 1983 Wasco County Comprehensive Plan was adopted prior to the National Scenic Area (NSA) Act and development of the National Scenic Area Management Plan. Prior to the establishment of the NSA Wasco County protected the Scenic Area with an overlay zone. The overlay zone has been removed from the Land Use and Development Ordinance, but references remain in the Comprehensive Plan. This work task aims to update that information to appropriately reference the NSA and Management Plan where applicable. Again, this does not represent a change to current practice but, rather, a change to references which were never updated.

The nineteenth work task is to ensure the Comprehensive Plan correctly maps the aggregate resource process to Oregon Administrative Rules 660-023, rather than the previous 660-016. With this change,

staff is recommending some new implementation measures required by OAR 660-023-0180 for new aggregate sites and the requirements for application.

The proposed changes for mineral resources were initiated by Amanda Punton, the Goal 5 specialist for the Department of Land Conservation and Development, and part of the Periodic Review Assistance Team. The shift from Division 16 to 23 is expressly required by state law for jurisdictions entering Periodic Review, and therefore represent compliance with state law and land use planning Goal 5. Additional changes are proposed to make the policies and implementation consistent with state law and public input. These include modifying the policies to directly map to listed Goal 5 resources, make implementation reflect requirements by state law, and strategies to increase public awareness about Goal 5 resources. Because these changes are required by state law they are determined to be in compliance with Goal 5.

e. Section I- Transportation Planning Rule Compliance

1). Review of Applications for Effect on Transportation Facilities – A proposed zone change or land use regulation change, whether initiated by the County or by a private interest, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with Oregon Administrative Rule (OAR) 660-012-0060 (the Transportation Planning Rule – “TPR”). “Significant” means the proposal would:

a). Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);

b). Change standards implementing a functional classification system; or

c). As measured at the end of the planning period identified in the adopted transportation system plan:

(1) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;

(2) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP; or

(3) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or Comprehensive Plan.

FINDING: The proposed updates will not change the functional classification of an existing or planned transportation facility, change standards implementing a functional classification system or allow uses or development resulting in impacts to the transportation system.

f. Section J – Procedure for the Amendment Process

1. A petition must be filed with the Planning Offices on forms prescribed by the Director of Planning.

2. Notice of a proposed revision within, or to, the urban growth boundary will be given to the appropriate city at least thirty (30) days before the County public hearing.

3. Notification of Hearing:

- (1) Notices of public hearings shall summarize the issues in an understandable and meaningful manner.**
- (2) Notice of a legislative or judicial public hearing shall be given as prescribed in ORS 215.503. In any event, notice shall be given by publishing notice in newspapers of general circulation at least twenty (20) days, but not more than forty (40) days, prior to the date of the hearing.**
- (3) A quorum of the Planning Commission must be present before a public hearing can be held. If the majority of the County Planning Commission present cannot agree on a proposed change, the Commission will hold another public hearing in an attempt to resolve the difference or send the proposed change to the County Governing Body with no recommendation.**
- (4) After the public hearing, the Planning Commission shall recommend to the County Governing Body that the revision be granted or denied, and the facts and reasons supporting their decision. In all cases the Planning Commission shall enter findings based on the record before it to justify the decision. If the Planning Commission sends the proposed change with no recommendation, the findings shall reflect those items agreed upon and those items not agreed upon that resulted in no recommendation.**
- (5) Upon receiving the Planning Commission's recommendation, the County Governing Body shall take such action as they deem appropriate. The County Governing Body may or may not hold a public hearing. In no event shall the County Governing Body approve the amendment until at least twenty (20) days have passed since the mailing of the recommendation to parties.**

FINDING: The Planning Department and the Planning Commission sought approval to revise the Comprehensive Plan through the Board of County Commissioners and the State Department of Land Conservation and Development (DLCD). DLCD approved Wasco County for Periodic Review on February 20, 2018.

The Periodic Review does not involve a modification or amendment to any of the urban growth boundaries and therefore no notices to Cities are required. Planning staff has contacted incorporated cities within Wasco County to solicit ongoing feedback and participation in Wasco County 2040.

Notices for all amendments are occurring in accordance with ORS 215.503. Section III of the staff report, above, details all the public noticing issued for this Periodic Review work task.

A quorum for this hearing was present to deliberate. By a vote of ___ to ___ the Planning Commission voted to recommend approval of the amendments to Goal 5 to the Board of County Commissioners. The

first hearing by the Board of County Commissioners will be held on December 6, 2019, 34 days following this hearing.

Oregon Administrative Rule 660-025: Periodic Review

Oregon Administrative Rule 660-0010: Purpose

The purpose of this division is to carry out the state policy outlined in ORS 197.010 and 197.628. This division is intended to implement provisions of ORS 197.626 through 197.651. The purpose for periodic review is to ensure that comprehensive plans and land use regulations remain in compliance with the statewide planning goals adopted pursuant to ORS 197.230, the commission's rules and applicable land use statutes. Periodic review also is intended to ensure that local government plans and regulations make adequate provision for economic development, needed housing, transportation, public facilities and services, and urbanization, and that local plans are coordinated as described in ORS 197.015(5). Periodic Review is a cooperative planning process that includes the state and its agencies, local governments, and other interested persons.

Oregon Administrative Rules 660-025-0130: Submission of Completed Work Task

- 1). A local government must submit completed work tasks as provided in the approved work program or a submittal pursuant to OAR 660-025-0175 to the department along with the notice required in OAR-660-025-0140 and any form required by the department. A local government must submit to the department a list of persons who participated orally or in writing in the local proceedings leading to the adoption of the work task or who requested notice of the local government's final decision on a work task.***

FINDING: A notice was sent to DLCD on September 12, 2019, consistent with requirements, to inform them of the proposed November 5, 2019 hearing and subsequent hearings to adopt Chapter 5 related to Periodic Review work task 14-16 & 19. To date, staff has not received any oral or written comment or request for notification from the public on these work tasks. At such a time when comment is received, that will be attached to the staff report and submitted to DLCD.

- 3). For a periodic review tasks to be complete, a submittal must be a final decision containing all required elements identified for that task in the work program. The department may accept a portion of a task or subtask as a complete submittal if the work program identified that portion of the task or subtasks as a separate item for adoption by the local government. All submittals required by section 1) of this rule are subject to the following requirements:***
 - a). If the local record does not exceed 2,000 pages, a submittal must include the entire local record, including but not limited to adopted ordinances and orders, studies, inventories, findings, staff reports, correspondence, hearings minutes, written testimony and evidence, and any other items specifically listed in the work program.***

- b). If the local record exceeds 2,000 pages, a submittal must include adopted ordinances, resolutions, and orders; any amended comprehensive or regional framework plan provisions or land use regulations; findings, hearing minutes; materials from the record that the local government deems necessary to explain the submittal or cities in its findings; and a detailed index listing all items in the local record and indicating whether or not the item is included in the submittal. All items in the local record must be made available for public review during the period for submitting objections under OAR 660-025-0140. The director or commission may require a local government to submit any materials from the local record not included in the initial submittal;*
- c) A submittal of over 500 pages must include an index of all submitted materials. Each document must be separately indexed, in chronological order, with the last document on the top. Pages must be consecutively numbered at the bottom of the page.*

FINDING: The local record for Work Tasks 14-16 & 19 will not exceed 2,000 pages. Consistent with this requirement, submittal to DLCD will include the entire local record, including but not limited to the adopted ordinance and orders, studies, findings, staff reports, correspondence, hearing minutes, written testimony and evidence and any other relevant material.

A copy of the record, when complete, will also be available for inspection at the Planning Department.

Attachment A

Chapter 5 Proposed Amendments

Documentation: The following is a summarized overview of proposed amendments.

State of the Comprehensive Plan:

- A. **Purpose:** The main purpose of the Comprehensive Plan is to function as a visionary policy document with a 20 year horizon. The plan represents the desires of the citizens of Wasco County and provides generalized direction for development, preservation, the planning process, citizen involvement and numerous other elements related to land use planning. Due to frequent changes in circumstances, law, and the desires of the citizens of the county, the major components should be updated every five to ten years as needed. The land use and development ordinance includes the specific rules and regulations that are meant to implement this vision and amendments to it are required to be consistent with Comprehensive Plan language.
- B. **Prior Updates:** The Comprehensive Plan was acknowledged by the Land Conservation and Development Department in 1983. Major components of the document have not been updated since 1983, resulting in them now being out of date. Other portions have been updated but were done inconsistently and in some cases, the new language did not get inserted into the amended document. In several instances, updates to the ordinance are now out of compliance with the Comprehensive Plan because of the lack of comprehensive updates. A more comprehensive update was initiated in 2009, but ultimately not completed. Staff has used some of the past findings and information in drafting the proposed updates.
- C. **Format:** The Comprehensive Plan is currently organized in a way that puts unrelated information in the same chapter and separated related information into multiple chapters. This has created significant difficulty for staff and the public to find information and utilize as the plan was intended.
- D. **Reformatting:** After a careful case study of other Oregon county comprehensive plans, the Citizen Advisory Group held several work sessions in 2015 and 2016 to discuss, among other issues, reformatting the Comprehensive Plan for increased use, transparency and readability. Based on those work sessions, staff was directed to compile and organize information in a manner that better aligned the plan to the Statewide Land Use Planning Goals.
 - 1. **Oregon's Land Use Goals:** The vast majority of the Comprehensive Plan language is tied to one of the State of Oregon's Land Use Goals. Other than some introductory chapters, the entire Comprehensive Plan is being formatted so that each chapter corresponds to one of the applicable Land Use Goals. Each chapter will include all of the policies, findings, and inventories for the specific goal, in addition to any references and historical information.
 - 2. **Format of Goal Chapters:** Each Goal related chapter will be formatted according to the following conventions:

- a. Overview: A sentence to a paragraph on the outlining the purpose behind the Goal and Wasco County policies.
- b. Statement of Wasco County Goal and reference to Statewide Planning Goal
- c. Any cross-references to other Goals
- d. Policy Statements
- e. Implementation Statements for each policy
- f. Findings and reference section detailing any relevant findings and references.

Chapter by Chapter Overview of Proposed Substantive Amendments:

A. Chapter 5- Goal 5 Natural Resources, Scenic and Historic Areas, and Open Spaces

This new chapter maps to Goal 5 and includes an overview of Wasco County's Goal 5 resources, a brief overview of the goal's purpose in Wasco County, an excerpt of Oregon's Statewide Land Use Planning Goal 5, policies, implementation strategies for each policy, and a new findings and references section.

1. **Overview:** The overview briefly discusses Goal 5 as applied in Wasco County.
2. **Goal 5 Inventories:** An overview of various Goal 5 inventories in Wasco County.
3. **Excerpt of Statewide Planning Goal:** Excerpt from the Oregon Administrative Rules on Goal 5 that outlines for staff and public the purpose of Goal 5.
4. **Wasco County's Goal:** This maps directly to the State's Goal 5, and has not been modified from existing broad goal.
5. **Photo:** A collection of staff photos showing various Goal 5 resources in Wasco County.
6. **Cross Reference:** A list of other goals that relate to Goal 5 was included for easy reference.
7. **Policies:** The existing plan has ten policies. The recommendation is to keep existing policies with some modification and add an additional five policies for fifteen total policies and implementation measures. These follow the categories of resources laid out in Goal 5 (OAR 660-023).
 - a. Policy 1: A new policy for riparian corridors is proposed as Policy 1, following the OAR listing of Goal 5 resources. The recommended language is "Preserve riparian areas to provide for productive ecological function."
 - (1) Implementation strategies "a" and "b" are taken from original policies in the Comprehensive Plan under the "Fish and Wildlife" category.
 - (2) Implementation measure "c" is a modified version of "c" under the "Fish and Wildlife" category.

- b. Policy 2 is a new policy for wetlands, proposed to read “Preserve wetland areas to provide for productive ecological function.”
 - (1). Implementation strategy “a” is a modified version of implementation strategy “H” that appeared under the category “Fish and Wildlife”.
 - (2). Implementation measure “b” is a modified version of “c” under the “Fish and Wildlife” category.
- c. Policy 3: Is taken from parts of the former “Fish and Wildlife” category. The recommended new policy is similar to riparian and wetlands: “Preserve wildlife habitat to provide for productive ecological function.” The supporting implementation measures are taken from existing implementation measures. This policy and implementation measures may be modified during work for Task 18.
- d. Policy 4 is an additional policy to directly address the White River as a Federal Wild and Scenic River. The proposed policy reads: “The White River will be protected consistent with the White River Management Plan and OAR 660-023-0120.” These are requirements for protection and process for inventorying the resource.
 - (1) Implementation strategy “a” is proposed as “The White River was designated an Outstanding Scenic and Recreation Area by the 1983 Comprehensive Plan.” The Citizen Advisory Groups and Planning staff at the time included the White River in an inventory of Outstanding Scenic and Recreation areas that warranted protection from encroaching or impactful development.
 - (2) Implementation strategy “b” reflects how the White River is principally protected: “Rules and criteria pertaining to the Federal Wild and Scenic Rivers program are administered through the Comprehensive Plan Map designation Environmental Protection District (EPD) 7 and related overlay zone chapter in the Wasco County Land Use and Development Ordinance.”
 - (3) Implementation measure “c” is recommended to be “In accordance with the Federal White River Management Plan, applicants for development along the White River shall be given educational materials to support mitigating development impacts such as erosion, run off, and scenic impacts.”
- e. Policy 5: Formerly addressed by the category “Wild and Scenic River” the new policy, under the heading Oregon Scenic Waterways (which is the correct term for the Statewide program and refers to the Act which established protections) is “The Deschutes and John Day Scenic Waterways shall be maintained and protected consistent with respective management plans and OAR 660-023-0130.”
 - (1) Implementation Strategies “a” through “d” are carry-overs from the previous Comprehensive Plan with minor modifications for clarity.

- (2) Implementation Strategy “e” is a new measure to make clear the notification requirements for the Oregon Scenic Waterways program and reads: “Consistent with the Scenic Waterways Act, Oregon Parks and Recreation Department (OPRD) must be notified of certain changes that landowners may want to make to their property and those changes may be subject to review. The landowner is obligated to make this notification on OPRD forms and submit directly to OPRD.”
 - (3) Implementation measure “f” is a new strategy demonstrating how the resources are protected: “Rules and criteria pertaining to the Oregon Scenic Waterways program are administered through the Comprehensive Plan Map designation Environmental Protection District (EPD) 7 and related overlay zone chapter in the Wasco County Land Use and Development Ordinance.”
- f. Policy 6: This is a modification to previous Policy 8 with specific focus given to groundwater resources, which are listed in OAR 660-023-0140. Staff is recommending the policy be revised to: “Maintain quantity and quality of water in compliance with state and federal standards.”
- (1) Implementation “a” is taken from the current Comprehensive Plan.
 - (2) Implementation strategy “b” staff recommends: “The adequacy and quality of the ground water supplies shall be a major consideration of all development.” This is repeated in Chapter 6 and 7.
 - (3) Implementation measure “e” connects to recommendations in Goal 6 and 7, and is proposed to read “Limit water dependent development in areas with known water deficiencies including areas adjacent to the watershed.”
 - (4) Implementation “d” is also a carryover from Chapter 6, and reads: “Coordinate with local, state and federal agencies, including the Department of State Lands, the Army Corp of Engineers, and Oregon Water Resources Department, on projects and applications as appropriate.”
 - (5) Implementation “e” is a new strategy based on Goal 5 requirements: “When significant ground water resources are identified in Wasco County, the Comprehensive Plan shall be updated to follow requirements of OAR 660-023-0040 for protection.”
- g. Policy 7: While there are currently no designated Oregon Recreation Trails in Oregon, this new policy reflects the requirements of state law should one be designated: “Recreation trails designated as an Oregon Recreation Trail shall follow rules set forth b OAR 660-023-0150.”
- h. Policy 8: This new policy related to Natural Areas is recommended to read: “Protect identified natural areas from conflicting uses and activities.”

- (1) Implementation Strategy “a.” “Maintain identified natural area protections through administration of EPD-7.” This reflects the current practice for protections for natural areas.
 - (2) Implementation “b” reflects requirements of state law and is proposed to read: “Amendments to the Oregon State Register of Natural Heritage Resources or the Wasco County Natural Areas trigger the requirement to amend the natural areas inventory and conduct an ESEE analysis.”
- i. Policy 9: Is an existing policy related to mineral resources that is not proposed to be modified.
- (1) Implementation measures “a” through “d” are proposed to remain unchanged.
- j. Policy 10: This was an existing policy related to mineral resources. It includes an additional “d” point to explain where the inventory is maintained: “The inventory is kept in the Comprehensive Plan and on the Comprehensive Plan Zoning Map as Environmental Protection District 5. Rules related to permitting for these sites are listed in the Land Use and Development Ordinance under EPD-5, Mineral and Aggregate Resources.”
- (1). Implementation “a” through “h” are existing measures with minor modifications to references.
- k. Policy 11: This new policy on aggregate mining is: “Applications for new aggregate mining sites shall be consistent with the process and rules in OAR 660-023-0180.”
- (1). Implementation “a” includes points 1-5 and is taken directly from state law.
 - (2). Implementation “b” was formerly a policy, and has been redirected as an implementation measure.
- l. Policy 12: A new policy for energy sources is recommended: “Promote energy conservation and limit conflicting uses of significant energy source sites.”
- (1). Implementation “a” is based on the requirements of state law and reads “A current inventory of significant energy sources, including those applied for or approved through the Oregon Energy Facility Siting Council (EFSC) or the Federal Energy Regulatory Commission (FERC), shall be maintained in the Comprehensive Plan (OAR 660-023-0190).
 - (2). Implementation strategy “b” is proposed to be: “New conflicting uses within the impact area of significant energy sources shall be limited (OAR 660-023-0190).”
 - (3). Implementation strategy “c” is also taken from state law and reads: “For new energy facilities not under the jurisdiction of EFSC or FERC, Wasco County shall follow

the standards and procedures of OAR 660-023-0030 through 660-023-0050 to inventory and protect energy resources (OAR 660-023-0190)."

(4). Implementation strategy "d" is based on public input and is recommended as: "Support incentives for homes and businesses to install alternative energy systems."

(5). Implementation strategy "e" reflects ongoing public desire for quality information: "Review and revise the Wasco County Land Use and Development Ordinance as needed to ensure up to date practices and standards for commercial and non-commercial energy facilities."

- m. Policy 13: Policy 5.11.1 is supporting implementation is taken, unmodified, from the current Comprehensive Plan.
- n. Policy 14: The policy on open space is proposed to read "Protect existing open space as defined by OAR 660-023-0220 and ensure for the maintenance of new open spaces." This is a requirement of Goal 5. For the purposes of Goal 5 protection, open spaces are inventoried in the appendix. This inventory was developed during the initial 1983 plan.
 - (1). New supporting implementation "a" is to "Continue to preserve A-1, F-1, F-2, FF zones for open space, in addition to primary permitted uses."
 - (2) Implementation strategy "b" is also new and proposed, in keeping with other policies under other goals, to be "Ensure ongoing maintenance of open space and road systems through deed restrictions and HOA requirements when approving new subdivisions."
- o. Policy 15: An additional policy related to open space is proposed: "Consider impacts of new open space to public facilities and services as part of development review." This is connected to some of the policies and implementation measures developed for Goals 2 and 14.
 - (1) Implementation "a" connects to Fire Siting Standards and Goal 7 work, and is proposed to be: "Mitigate impact to public facilities and services, including emergency services and infrastructure, by requiring contracts with a rural fire protection district when outside a service area."
 - (2) Implementation measure "b" is based on public concern over new open spaces creating maintenance problems for jurisdictions without adding to the tax base. The proposed language reads: "Limit tax deferral for open space or land trusts."
- p. Policy 15: The final policy for Goal 5 corresponds to OAR 660-023-0230 and is recommended as: "Protect scenic views and areas identified in the 1983 Comprehensive Plan inventory."

(1). Implementation “a” is recommended to be “Evaluate impact of development on scenic resources during permitting processes.” This demonstrates how scenic resources are considered as part of development permit criteria during review.

(2). Implementation strategy “b” emphasizes coordination: “Work with public and private organizations, landowners, and the general public to identify, record, and protect valued scenic and open space resources.”

(3). Implementation “c” provides insight into how to review new sites: “Newly identified scenic views and sites are required to go through an inventory and ESEE Analysis consistent with OAR 660-023.”

8. **Findings and References:** To help provide some information about each of the policies, as well as some history, findings and references are provided at the end of the chapter. These references cite sources from text. Findings provide additional context for some of the policies and implementation strategies. The references list a variety of external plans and reports that are useful, not only in giving context to the policies, but also for research or reference for current planning.
9. **Appendix:** The appendix for Goal 5 includes a variety of inventories, analysis and supporting information related to the Goal 5 resources.

Goal 5

Open Spaces, Scenic and

Historic Areas and
Natural Resources

Goal 5

Open Spaces, Scenic and Historic Areas and Natural Resources

Overview

Goal 5 offers framework for Wasco County's role in protecting its natural resources, open spaces, groundwater resources, rivers, waterways, historic and mineral/aggregate resources.

Protection of these diverse resources requires a variety of approaches. The role of land use planning in this protection involves a threefold approach:

- Collecting and maintaining data and other inventories of assets;
- Coordinating with local, regional, state and federal programs; and
- Administering local and state regulations that protect the sustainability and quality of the resources.

Goal 5 Inventories:

Goal 5 requires inventories be developed for each resource to help protect and plan for conflicting uses and development. Resource sites are assessed to identify significant sites.

Six Goal 5 resources rely on state or federal inventories: wild and scenic rivers, state scenic waterways, ground water resources, Oregon recreation trails, Sage Grouse habitat, and wilderness areas.

Wasco County has maintained local inventories for several of the Goal 5 resources since 1983 including: aggregate and mining resources, historic resources, scenic views, natural areas and open spaces. The National Wetland Inventory and State Wetland Inventory have traditionally been used to identify riparian and wetland resources.

Statewide Planning Goal 5

To protect natural resources and conserve scenic and historic areas and open spaces.

Local governments shall adopt programs that will protect natural resources and conserve scenic, historic, and open space resources for present and future generations. These resources promote a healthy environment and natural landscape that contributes to Oregon's livability.

Excerpt from
OAR 660-015-0000(5)

Cross-Reference

Additional policies related to this goal: Goal 2, Goal 13

Wasco County Goal

Open Spaces, Scenic and Historic Areas and Natural Resources

To conserve open space and protect natural and scenic resources.



Policies

Riparian Corridors

- 5.1.1** Preserve riparian areas to provide for productive ecological function.

Implementation for Policy 5.1.1:

- a. Encourage land use and land management practices which contribute to the preservation and enhancement of fish and wildlife resources, with consideration for private agricultural practices.
- b. Maintain wildlife diversity and habitat so that it will support optimum numbers of wildlife for recreation and aesthetic opportunities.
- c. Consistent with the development standards of the land use ordinance, sensitive riparian areas of perennial and intermittent streams identified by the State Wetland Inventory, as well as to protect people and property from flood damage, the zoning ordinance shall prohibit development within 100 feet of the mean high water mark of perennial or intermittent stream or lake or river or riparian area in a resource zone, and 50 feet of the mean high water mark of a perennial or intermittent stream or lake or river or riparian area in residential zones.

Wetlands

- 5.2.1** Preserve wetland areas to provide for productive ecological function.

Implementation for Policy 5.2.1:

- a. The county shall notify the Oregon Department of State Lands and the Oregon Department of Fish and Wildlife of any development application for land within a wetland identified on the State Wetland Inventory.
- b. Consistent with the development standards of the land use ordinance, wetlands identified in the State Wetland Inventory, the zoning ordinance shall prohibit development within 100 feet of the mean high water mark of perennial or intermittent stream or lake or river or wetland in a resource zone, and 50 feet of the mean high water mark of a perennial or intermittent stream or lake or river or wetland in residential zones.

5.1 Policies

Wildlife Habitat

5.3.1 Preserve wildlife habitat to provide for productive ecological function.

Implementation for Policy 5.3.1:

- a. Identify and maintain all wildlife habitats by:
 - 1. Implementation of an Environmental Protection District overlay zone for significant fish and wildlife habitats and for the big game winter range.
 - 2. Designation of the Big Game Winter Range and Area of Voluntary Siting Standards (low elevation winter range) on the map contained in this plans Resource Element.
- b. The winter range identified on the Big Game Habitat Map included in the Resource Element of this plan shall be protected by an overlay zone. The Rural Service Centers identified in the Comprehensive Plan which lie within the overlay zone shall be exempt from the provisions of the overlay zone.
- c. Consistent with the development standards of the land use ordinance, sensitive riparian areas of perennial and intermittent streams identified in the Resource Element, as well as to protect people and property from flood damage, the zoning ordinance shall prohibit development within 100 feet of the mean high water mark of perennial or intermittent stream or lake in a resource zone, and 50 feet of the mean high water mark of a perennial or intermittent stream or lake in residential zones.
- d. Sensitive bird habitat sites (bald eagle, golden eagle, osprey, great grey owl, great blue heron) and mammal habitat sites (Western pond turtle nesting sites) identified in the Resource Element of the plan shall be protected by a Sensitive Bird and Mammal Overlay Zone during periodic review pursuant to the current County approved work program.
- e. When site specific information is available to the County on the location, quality and quantity of threatened and endangered fish and wildlife species listed by State or Federal Wildlife agencies and the Oregon Department of Fish and Wildlife develops protection criteria for the species, the county shall proceed with a Goal 5 ESEE analysis in compliance with OAR 660 Div. 16.

- f. The county shall review the Transition Land Study Area (TLSA) big game habitat areas and designated as "1-B" Goal 5 resources, during the next periodic review or as additional information on the location, quality and quantity of the habitat areas becomes available. (ORD. 3.180). County-owned land shall be managed to protect and enhance fish and wildlife habitat except where a conflicting public use outweighs the loss of habitat.
- g. An application for a destination resort, or any portion thereof, in a recognized big game habitat overlay zone shall not be accepted pending completion of the County's Goal 8 destination resort mapping process. (ORD 3.180)
- h. The county shall provide ODFW an annual record of development approvals within the areas designated as Area of Voluntary Siting Standards' on the plan map to allow ODFW to monitor and evaluate if there is a significant detrimental effect on habitat.

Federal Wild and Scenic Rivers

5.4.1 The White River will be protected consistent with the White River Management Plan and OAR 660-023-0120.

Implementation for Policy 5.4.1:

- a. The White River was designated an Outstanding Scenic and Recreation Area by the 1983 Comprehensive Plan.
- b. Rules and criteria pertaining to the Federal Wild and Scenic Rivers program are administered through the Comprehensive Plan Map designation Environmental Protection District (EPD) 7 and related overlay zone chapter in the Wasco County Land Use and Development Ordinance.
- c. In accordance with the Federal White River Management Plan, applicants for development along the White River shall be given educational materials to support mitigating development impacts such as erosion, run off, and scenic impacts.

Oregon Scenic Waterways

- 5.5.1** The Deschutes and John Day Scenic Waterways shall be maintained and protected consistent with respective management plans and OAR 660-023-0130.

Implementation for Policy 5.5.1:

- a. Coordinate all land use planning activities with the Bureau of Land Management, Oregon State Department of Transportation and the Warm Springs Indian Reservation. These three parties shall be notified of all proposed land actions within the Deschutes River and John Day River Scenic Waterways for their review and comment.
- b. Allow agricultural operations within the Deschutes and John Day Scenic Waterways.
- c. Allow only buildings customarily provided in conjunction with farm use within the visual corridors of the Deschutes and John Day Scenic Waterways.
- d. Encourage the preservation of landscape features of the Deschutes and John Day rivers.
- e. Consistent with the Scenic Waterways Act, Oregon Parks and Recreation Department (OPRD) must be notified of certain changes that landowners may want to make to their property, and those changes may be subject to review. The landowner is obligated to make this notification on OPRD forms and submit directly to OPRD.
- f. Rules and criteria pertaining to the Oregon Scenic Waterways program are administered through the Comprehensive Plan Map designation Environmental Protection District (EPD) 7 and related overlay zone chapter in the Wasco County Land Use and Development Ordinance.

Groundwater Resources

- 5.6.1** Maintain quantity and quality of water in compliance with state and federal standards.

Implementation for Policy 5.6.1:

- a. The County Watermaster and Environmental Health Specialist shall continue to regulate appropriations, diversions and sewage waste disposals to ensure quality water resources.
- b. The adequacy and quality of ground water supplies shall be a

major consideration of all development.

- c. Limit water dependent development in areas with known water deficiencies including areas adjacent to the watershed.
- d. Coordinate with local, state and federal agencies, including the Department of State Lands, the Army Corp of Engineers, and Oregon Water Resource Department, on projects and applications as appropriate.
- e. When significant ground water resources are identified in Wasco County, the Comprehensive Plan shall be updated to follow requirements of OAR 660-023-0040 for protection.

Approved Oregon Recreation Trails

- 5.7.1** Recreation trails designated as an Oregon Recreation Trail shall follow rules set forth by OAR 660-023-0150.

Natural Areas

- 5.8.1** Protect identified natural areas from conflicting uses and activities.

Implementation for Policy 5.8.1:

- a. Maintain identified natural area protections through administration of EPD-7.
- b. Amendments to the Oregon State Register of Natural Heritage Resources or the Wasco County Natural Areas trigger the requirement to amend the natural areas inventory and conduct an ESEE analysis.

Mineral Resources

- 5.9.1** Protect and utilize appropriately the mineral and aggregate resources of Wasco County, and minimize conflict between surface mining and surrounding land uses.

Implementation for Policy 5.9.1:

- a. The development of new rock and aggregate resource sites shall be consistent with the State Planning Goal 5 and Oregon Administrative Rules Chapter 660, Division 23 process to balance conflicts between mining operations and new and existing surrounding conflicting uses.

- b. Sites identified as significant aggregate resource sites shall not support interim or permanent uses which may jeopardize the future availability of the resource.
- c. Mining and processing of gravel and mineral materials may only be allowed at sites included on the "Other Site" inventory or "Significant Sites" inventory.
 - 1. Mining at sites on the "Other Sites" inventory may be allowed by a conditional use permit.
 - 2. Mining at sites on the "Significant Sites" inventory may only be permitted in accordance with the Mineral Resources Overlay.
- d. For each site determined to be significant, the County shall complete the remainder of the County Goal 5 process identifying conflicting uses, analyzing the ESEE consequences of the conflicting use(s), and designating a level of protection from conflicting uses. If the final decision concerning the site is to preserve fully or partially protect the resource from conflicting uses, the County shall zone the site with the Mineral Resources Overlay.

5.9.2 The County shall maintain an inventory of mineral and aggregate resource sites. The comprehensive plan inventory shall consist of three parts:

- a. An inventory of "Significant Sites" identified through the Goal 5 process (OAR 660-023-0030) as important resources that will be protected from conflicting uses;
- b. An inventory of "Potential Sites" for which sufficient information concerning the location, quality, and quantity of a resource site is not adequate to allow the County to make a determination of significance;
- c. An inventory of "Other Sites" for which available information demonstrates that the site is not a significant resource to be protected.
- d. The inventory is kept in the Comprehensive Plan and on the Comprehensive Plan Zoning Map as Environmental Protection District 5. Rules related to permitting for these sites are listed in the Land Use and Development Ordinance under EPD-5, Mineral and Aggregate Resources.

Implementation for Policy 5.9.2:

- a. The significance of non-aggregate mineral resources shall be judged on a case by-case basis, taking into account

information concerning the commercial or industrial use of the resource, as well as the relative quality and relative abundance of the resource within at least the County.

- b.** The scope of an existing or "grandfathered" aggregate operation shall be established by:
 - 1.** Authorization by a County land use approval; or
 - 2.** The extent of the area disturbed by mining on the date that the mining operation became a non-conforming use.
- c.** Sites on the "Other Sites" inventory shall not be protected from conflicting uses.
- d.** For sites on the "Potential Sites" inventory, the County shall review available information about mineral and aggregate resources, and if the information is sufficient, determine the site to be significant when one of the following conditions exist:
 - 1.** As part of the next scheduled Periodic Review;
 - 2.** When a landowner or operator submits information concerning the potential significance of a resource site and requests a Comprehensive Plan amendment;
 - 3.** When resolution of the status of a potential resource site is necessary to advance another planning objective.
- e.** In order to approve surface mining at a site zoned for exclusive farm or forestry use, the County shall find, as part of the ESEE analysis, that the proposed activity will not: 1) force a significant change in, or significantly increase the cost of, accepted farming or forestry practices on surrounding lands, and 2) will not significantly increase fire hazard or significantly increase fire suppression costs or significantly increase risks to fire suppression personnel.
- f.** The County may establish and impose conditions on operation of a surface mine when deemed necessary as a result of a site-specific Goal 5 analysis. Where such conditions conflict with criteria and standards in the Mineral and Aggregate Resources Overlay, the conditions developed through the Goal 5 analysis shall control.
- g.** No surface mining or processing activity, as defined by the zoning ordinance, shall commence without land use approval from the County, and approval of a reclamation plan and issuance of an operating permit by DOGAMI.
- h.** Aggregate sites shall be subordinate to the landscape setting as seen from travel corridors when such travel corridors have

been determined to be significant by the ESEE analysis.

5.9.3 Applications for new aggregate mining sites shall be consistent with the process and rules in OAR 660-023-180.

Implementation for Policy 5.9.3:

- a. An application for a Post Acknowledgment Plan Amendment (PAPA) concerning a significant aggregate site shall be adequate, in accordance with OAR 660-023-0180, if it includes:
 - 1. Information regarding quantity, quality, and location sufficient to determine whether the standards and conditions in section (3) of this rule are satisfied;
 - 2. A conceptual site reclamation plan;
 - 3. A traffic impact assessment within one mile of the entrance to the mining area pursuant to section (5)(b)(B) of OAR 660-023-180;
 - 4. Proposals to minimize any conflicts with existing uses preliminarily identified by the applicant within a 1,500 foot impact area; and
 - 5. A site plan indicating the location, hours of operation, and other pertinent information for all proposed mining and associated uses.
- b. New mineral and aggregate sites shall not be allowed within the quarter mile boundary of either the John Day or Deschutes River.

Energy Sources

5.10.1 Promote energy conservation and limit conflicting uses of significant energy source sites.

Implementation for Policy 5.10.1:

- a. A current inventory of significant energy sources, including those applied for or approved through the Oregon Energy Facility Siting Council (EFSC) or the Federal Energy Regulatory Commission (FERC), shall be maintained in the Comprehensive Plan (OAR 660-023-0190).
- b. New conflicting uses within the impact area of significant energy sources shall be limited (OAR 660-023-0190).

- c. For new energy facilities not under the jurisdiction of EFSC or FERC, Wasco County shall follow the standards and procedures of OAR 660-023-0030 through 660-023-0050 to inventory and protect energy resources (OAR 660-023-0190).
- d. Support incentives for homes and businesses to install alternative energy systems.
- e. Review and revise the Wasco County Land Use and Development Ordinance as needed to ensure up to date practices and standards for commercial and non-commercial energy facilities.

Historic, Cultural, and Archeological Resources

5.11.1 Preserve the historical, archaeological, and cultural resources of the County.

Implementation for Policy 5.11.1:

- a. Wasco County shall maintain an inventory of significant archaeological and cultural resources in the County. Require preservation of resources identified as significant historically, culturally, or archaeologically in keeping with state and national rules
- b. Location of archaeological sites shall not be disclosed, (this information is exempt from the Freedom of Information Act), unless development is proposed which would threaten these resources. When any development is proposed which may affect an identified archaeological site, the site will be protected by the Wasco County Land Use and Development Ordinance, Chapter 3, Historic Preservation Overlay zone.
- c. Resources listed as Wasco County Historic Landmarks will be protected by the Wasco County Land Use and Development Ordinance Chapter 3 Historic Preservation Overlay zone.
- d. When adequate information becomes available, Wasco County shall evaluate its Goal 5 1-B historic resources for inclusion on the inventory or designation as a significant (1-C) resource and, where appropriate, provide protection under the County's Historic Preservation Overlay Chapter of the Wasco County Land Use and Development Ordinance.
- e. Pursue private and public sources of funding for use by property owners in renovation and maintenance of historic properties.
- f. Pursue options and incentives to allow productive, reasonable

use, and adaptive reuse of historic properties.

- g.** Wasco County shall maintain a Historic Landmarks Commission, which evaluates applications for development, alteration or demolition in accordance with the Land Use and Development Ordinance and State Law. All resources listed on the National Register or determined eligible for the National Register of Historic Places shall be designated a Wasco County landmark subject to EPD-4.
- l.** Maintain EPD-4 in accordance with state regulations.
- m.** Encourage active participation and coordination with local, regional, state and federal partners.
- n.** Provide outreach and information to maintain public awareness of state and federal laws protecting historic and prehistoric resources, including deposit of prehistoric artifacts and records with appropriate institutions.

Open Space

5.12.1 Protect existing open space as defined by OAR 660-023-0220 and ensure for the maintenance of new open spaces.

Implementation for Policy 5.12.1:

- a.** Continue to preserve A-1, F-1, F-2, FF zones for open space, in addition to primary permitted uses.
- b.** Ensure ongoing maintenance of open space and road systems through deed restrictions and HOA requirements when approving new subdivisions.

5.12.2 Consider impacts of new open space to public facilities and services as part of development review.

Implementation for Policy 5.12.2:

- a.** Mitigate impact to public facilities and services, including emergency services and infrastructure, by requiring contracts with a rural fire protection district when outside a service area.
- b.** Limit tax deferral for open space or land trusts.

Scenic Views and Sites

5.13.1 Protect scenic views and areas identified in the 1983 Comprehensive Plan inventory.

Implementation for Policy 5.13.1:

- a.** Evaluate impact of development on scenic resources during permitting processes.
- b.** Work with public and private organizations, landowners, and the general public to identify, record, and protect valued scenic and open space resources.
- c.** Newly identified scenic views and sites are required to go through an inventory and ESEE Analysis consistent with OAR 660-023.

Findings and References

- 5.1.a** OAR 660-023-0090 (5) allows jurisdictions to apply safe harbor to riparian areas to address Goal 5 requirements. Wasco County has adopted these rules into the property development standards/setbacks.
- 5.2.a** ORS 215.418 outlines the noticing requirements for developments on wetlands.
- 5.4.a** The White River was designated a Federal Wild and Scenic River on October 28, 1988. Portions are classified as either scenic or recreational. According to the Wild and Scenic Rivers Act, each river in the National System, regardless of classification, is administered with the goal of protecting and enhancing the values that caused it to be designated.
- 5.5.a** Oregon Parks and Recreation Department (OPRD) publishes *A Landowners's Guide to The Oregon Scenic Waterways Program* which outlines the notification and other requirements. OPRD is statutorily mandated (ORS 390.805-390.940) to review development and determine if scenic and recreational values can be maintained within the one quarter mile boundary.
- 5.5.b** The Oregon Scenic Waterways Act was established in 1970. It designated the Deschutes and John Day Rivers as Oregon State Scenic Waterways.
- 5.5.c** EPD-7 was developed, in part, to protect the Wild and Scenic and Oregon Scenic Waterways.
- 5.6.a** Significant groundwater resources are defined in OAR 660-23-0140 (2)(a) and (b).
- 5.6.b** Water Resources Commission is designated by statute to control the use of ground water to achieve policy goals. The Legislature created the critical ground water area (CGWA) designation as a tool to mitigate or prevent excessive ground water level declines, overdraft, interference between users, and contamination. Statutory authorization for CGWA are in ORS 537.620, 537.730, 537.735 and 537.740. ORS 537.730 has the criteria necessary for a declarant of CWGA.
- 5.7.a** There are no currently no approved Oregon Recreation Trails in Wasco County.
- 5.8.a** 5.8.1 OAR 660-023-0160 requires new natural areas meet requirements of OAR 660-023-0040 through OAR 660-023-0050.
- 5.12.a** Open space is defined by Goal 5 as parks, forests, wildlife preserves, nature reservations or sanctuaries and public or private golf courses. The inventoried open spaces are included in the Appendix.
- 5.12.b** According to Goal 5, the main goal of protecting open space is to reduce impact as a result of converting open space lands to inconsistent uses.
- 5.13.a** OAR 660-023-0230 requires amendments or additions to scenic resources must meet requirements of OAR 660-023-0030 through OAR 660-023-0050.

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Oregon Department of State Lands. 2006. State Agency Coordination Program for Coordinating DSL's Activities with Cities and Counties, Tribal Governments, Federal and State Agencies, and Special Districts.

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https://www.oregon.gov/lcd/About/Documents/osprd_saw.pdf

Oregon Water Resources Department. 1990. Land Use Planning Procedures Guide: Water Resources Department State Agency Coordination Program.

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Appendix

Riparian Areas

Table 5.1 – Fish Species and Habitats in Wasco County

	Columbia River	Deschutes River	White River	Fifteenmile Creek	Eightmile Creek	Fivemile Creek	Dry Creek	Tygh Creek	Badger Creek	Jordan Creek	Little Badger Creek	Threemile Creek	Rock Creek	Clear Creek	Frog Creek	Crane Creek	Harlow Creek	Gate Creek	Wapinitia Creek	Nena Creek	Eagle Creek	Oak Brook Creek	Buckollow Creek	Deep Creek	Stag Canyon	Cove Creek	Brocher Creek	Trout Creek	Ward Creek	Antelope Creek	Bakeoven Creek	Columbia Backwater Podnds
A = Abundant F = Few C = Common R = Rare																																
Game Species																																
Chinook Salmon	A	A	F																				R								R	C
Steelhead	A	A	C	F	R														F	F	F	F	A	C	F	R	F	C	F	F	A	C
Coho Salmon	A	A	C	C	F	R																										C
Chum Salmon	R																															
Sockeye Salmon	A	C																														F
Rainbow Trout	C	A	A	A	A	C	F	A	A	A	F	C	C	A	C	C	C	C	F	F	F	F	A	A	F	F	F	C	F	F	A	F
Cutthroat Trout	R			R	R	R										C																
White Sturgeon	A																															
Green Sturgeon	F																															
Mountain Whitefish	A	A	C																													
American Shad	A																															
Channel Catfish	C																															C
Brown Bullhead	A																															A
Walleye	C																															C
Yellow Perch	C																															C
Largemouth Bass	A																															A
Smallmouth Bass	A																															A
Bluegill	C																															C
Pumpkinseed	F																															F
White Crappie	C																															C
Black Crappie	A																															A
Brook Trout									C					A	C	R	C															
Dolly Varden Trout		F																														
Non-Game Species																																
Carp	A	F																														A
Northern Squawfish	A	A	C																													A
Fine-scaled Sucker	A	A	A	C	C	C																	A	A	F		C	A	C	C	A	A
Coarse-scaled Sucker	A	A	A	F																			C	F	F			C	C	C	C	A
Pacific Lamprey	A	A		C	C	C																										
Chiselmouth	A	A	C																													
Peamouth	A	A	F																													
Red-sided Shiner	A	C																														
Speckled Dace	A	A	C	A	A	A	A	C	C	C	F	C	C						C	C			A	A	C	F	F	A	A	A	A	A
Long-nosed Dace	A	A	C	A	A	C	C	C	C	C	R	F	C						F	F			F	F				C	C	C	F	
Tench	A																															C
Sculpt	A	A	F	C	C	C		C	C	C	R	C	C				C	C					A	C				C	R	F	C	C

Wildlife Habitat

Table 5.3 Animals in Wasco County

A = Abundant F = Few C = Common R = Rare U = Unknown											
Darker Grey is from the 2007 White River Wildlife Management Plan (2007) ODFW											
C = Common, U = Uncommon, R = Rare, X = Extremely Rare											
Light Grey is from Lower Deschutes Wildlife Area Management Plan (2009) ODFW											
C = Common, U = Uncommon, R = Rare, X = Extremely Rare											
	Habitat Types							Use Period			
	Mixed Conifer	Mixed Conifer Oak	Pine-Oak	Oak-Grass	Grass-Shrub Juniper	Riparian	Agricultural	Spring	Summer	Fall	Winter
Bird Species											
Killdeer					C	C		X	X	X	X
Mallard Duck						C	C	X	X	X	X
Wood Duck						F			X	X	X
Turkey Vulture	C	C	C	C	C	C	C	X	X		
Bald Eagle	F	F	F	F	F	F		X			
Rough-legged Hawk	F	F	F	F	C	F	C			X	X
American Kestrel	C	C	C	C		C	C	X	X	X	X
Long-eared owl	C	C	F	C	F	F	F	X	X	X	X
Screech owl	F	C	F	C	F	F	F	X	X	X	X
Great-horned owl	C	C	C	C	C	C	C	X	X	X	X
Merriam's Turkey	C	C	C	C		C		X	X	X	X
California Quail	C	C	C	C	C	C	C	X	X	X	X
Ring-necked Pheasant		F	F	F	F	C	C	X	X	X	X
Mourning Dove		C	C	C	C	C	C	X	X	X	X
Rock Dove		C	C	C		C		X	X	X	X
Common Nighthawk	C	C	C	C	C	C	C	X	X		
Belted Kingfisher					F	C		X	X	X	X
Common Flicker	C	C	C	C	F	C	C	X	X	X	X
Lewis Woodpecker	C	C	C	C	F	C	C	X	X	X	X
Downy Woodpecker	C	C	C		F	C		X	X	X	X
Yellow Bellied Sapsucker	F	F	F			F		X	X	X	X
Western Kingbird	F	F	F		F	F	F	X	X		

Western Flycatcher	F	F	F		F	F	F	X	X		
Ash-throated Flycatcher	F		F		F	F	F	X	X		
Western Wood Pewee	F	F	F		F	F	F	X	X		
Horned Lark			C	C	C	C	C	X	X	X	X
House Wren	C	C	C		C	C	C	X	X		
Winter Wren	C	C	C			C	C			X	X
Bewick's Wren	F	F	F			F		X	X		
Rock Wren	F	C	F	C	C	F	F	X	X		
Hermit Thrush	C	C	F			F		X	X		
Fox Sparrow	F	C	C			C	C	X	X	X	X
Song Sparrow	F	C	C			C	C	X	X	X	X
Canada Goose						C	C	X	X	X	X
Pintail						F	F			X	X
American Widgeon						C	C			X	X
Blue Winged Teal						F	F			X	X
Cinnamon Teal						F	F	X	X	X	X
Green-winged Teal						F	F	X	X	X	X
Common Goldeneye	F					F		X	X	X	X
Bufflehead						F		X	X	X	X
Harlequin Duck						F		X	X	X	X
Common Merganser						C		X	X	X	X
Hooded Merganser						F		X	X	X	X
Goshawk	F	F				F		X	X	X	X
Coopers Hawk	C	F	C	F	F	C	C	X	X	X	X
Sharp-skinned Hawk	C	F			F	C	F	X	X	X	X
Osprey						F		X	X		
Ruffed Grouse	C	C	C			C		X	X	X	X
Blue Grouse	C	C	C			C		X	X	X	X
Spotted Owl	R							X	X	X	X
Great Blue Heron						C	C	X	X	X	X
American Coot						C		X	X	X	X
Common Snipe						F				X	X
Poor-will	F		F			F	F	X	X		
Hairy Woodpecker	F	F	F					X	X	X	X

Alder Flycatcher	F					F	F	X	X		
Bank Swallow			C	C		C	C	X	X		
Clark's Nutcracker	F	F	F			F				X	X
Townsend's Solitaire	C					C	C	X	X		
Loggerhead Shrike			F		F		F	X	X	X	X
House Finch		C	C	C	C	C	C	X	X	X	X
Western Grebe						C		X	X	X	X
Marsh Hawk					F	F	F	X	X	X	X
Hungarian Partridge					F	F	C	X	X	X	X
Ferruginous Hawk					R	R	R			X	X
Swainson's Hawk					F	F	F	X	X	X	X
Golden Eagle	F		F		F	F	F	X	X	X	X
Chukar Partridge					C	C	C	X	X	X	X
Prairie Falcon					F	F	F	X	X	X	X
Sparrow Hawk		F	C	C	C	C	C	X	X	X	X
Burrowing Owl					F	F	F	X	X		
Red-shafted Flicker	F	C	C	C	F	C	F	X	X	X	
Red-Tailed Hawk	C	C	C	C	C	C	C	X	X	X	X
Eastern Kingbird				F	F	F	F	X	X		
Say's Phoebe				F	F	F	F	X	X		
Sage Thrasher					F			X	X		
Yellow Warbler	C	C	F			F	F	X	X		
Common Yellowthroat	C	C				F		X	X		
MacGillivray's Warbler	C	C				F	F	X	X		
Wilson Warbler	C	C				F	F	X	X		
Nashville Warbler	F					F	F	X	X		
Yellow-rumped Warbler	F					F	F	X	X		
Black-throated Gray Warbler	F					F	F	X	X		
House Sparrow	C	C	C	C	C	C	C	X	X	X	X
Western Meadowlark		C	C	C	C	C	C	X	X	X	X
Red-winged Blackbird		C	F	F	C	C	C	X	X	X	X
Brewer's Blackbird	F	C	F	F	C	C	C	X	X	X	X
Brown-headed Cowbird		C	F	C	C	C	C	X	X	X	X
Northern Oriole		C	F			F	F	X	X	X	X

Western Tanager	F					F	F	X	X		
Evening Grosbeak	C	F				C	C	X	X	X	X
Lazuli Buntin	F	F	F		F	F		X	X		
Purple Finch	F	F	F	F		F	F	X	X		X
American Goldfinch	C	C	F	C	F	F	F	X	X		
Rufous-sided Towhee	C	C	C	C	C	C	C	X	X	X	X
Savannah Sparrow		C	F	C	C	F	F	X	X		
Vesper Sparrow		C	F	C	C	F	F	X	X	X	
Lark Sparrow		C	F	C	F	F	F	X	X	X	
Dark-eye Junco	C	C	C		F	C	C	X	X	X	X
Chipping Sparrow	F	C	F	C	F	F	F	X	X		
White-crowned Sparrow		C	C	C	C	C	C	X	X	X	X
Hummingbirds	C	C	C	F	F	C	C	X	X		
Pine Siskin	C	C				F		X	X		
Mountain Quail	C	F	F	F	R	C		X	X	X	
Barn Swallow		C	C	C	F	C	C	X	X		
Violet-green Swallow	C	C	C	C	C	C	C	X	X		
Tree Swallow	C	C	F		F	F	F	X	X		
Stellars Jay	C	C	C	C	F	C	C	X	X	X	X
Scrub Jay	C	F	F	F	F	C	F	X	X	X	X
Black-billed Magpie		C	F	C	C	C		X	X	X	X
Common Raven	C	C	C	C	C	C	C	X	X	X	X
Common Crow	C	C	C	C	C	C	C	X	X	X	X
Black-capped Chickadee	C	C	C		F	C	C	X	X	X	X
Common Bushtit	C	C	F		F	F		X	X	X	X
Dipper						C		X	X	X	X
White-breasted Nuthatch	C	C	F			C		X	X	X	X
Brown Creeper	C	C	F	F	F	C		X	X	X	X
Red-breasted Nuthatch	C	C				C		X	X	X	X
Grasshopper Sparrow				C				X	X		
American Robin	C	C	C	C	C	C	C	X	X	X	X
Varied Thrush	C	C				C	C	X	X	X	X
Swainsons Thrush	C	C				C		X	X	X	
Western Bluebird	C	C	C	C	F	C	C	X	X		

Mountain Bluebird	C	C		C	F	C		X	X	X	X
Golden-crowned Kinglet	C	C				C		X	X	X	X
Ruby-crowned Kinglet	C	C				C		X	X	X	
Bohemian Waxwing	C	C				F	F	X	X	X	X
Cedar Waxwing	C	C				F	F	X	X	X	
Starling	C	C	C	C	C	C	C	X	X	X	X
Vaux's Swift	F				F	F	F	X	X		
Solitary Vireo	C	C	F			F	F	X	X		
Orange-crowned Warbler	C	C	F			F	F	X	X		
Sage Sparrow	F	C	F	C	F	F	F	X	X	X	X
Short-eared Owl	F	C	F	C	F	F	F	X	X	X	X
Horned Grebe								R	R	R	R
Eared Grebe								R	R	R	R
American Bittern								R	R	R	R
Greater White-fronted Goose								R	R	R	R
Ross' Goose								R	R	R	R
Ruddy Duck								C	C	C	C
Northern Harrier								C	C	C	C
Northern Goshawk								R	R	R	R
French Red-legged Partridge								R	R	R	R
Wild Turkey								A	A	A	A
American Coot								C	C	C	C
Sandhill Crane								R	R	R	R
Spotted Sandpiper								R	R	R	R
Flammulated Owl								R	R	R	R
Snowy Owl								R	R	R	R
Northern Pygmy-owl								R	R	R	R
Great Gray Pwl								R	R	R	R
Black-chinned Hummingbird								U	C	C	C
Calliope Hummingbird								U	C	C	C
Rufous Hummingbird								U	C	C	C
Red-breasted Sapsucker								R	R	R	R
Willow Flycatcher								C	C	C	C
Hammond's Flycatcher								U	C	C	C

Dusky Flycatcher								U	C	C	C
Pacific Slope Flycatcher								U	C	C	C
Blue Jay								R	R	R	R
American Crow								C	C	C	C
Moutain Chickadee								C	C	C	C
Plain Titmouse								C	C	C	C
Canyon Wren								U	C	U	U
Gray Catbird								R	R	R	R
European Starling								U	A	A	U
Warbling Vireo								U	C	C	C
Spotted Towhee								C	C	C	C
Pacific Loon										X	X
Common Loon								R		R	R
Pied-billed Grebe								U	R	U	R
Red-necked Grebe											X
Double-crested Cormorant								C	C	C	C
Great Egret								X			
Black-crowned Night-Heron								X			
Trumpeter Swan									X		
Northern Pintail										R	R
Gadwall										R	R
Eurasian Wigeon										X	
Northern Shoveler								R		R	R
Ring-necked Duck								U		U	C
Canvasback								R		R	R
Barrow's Goldeneye										R	U
Lesser Scaup								U		U	C
Ringed-bill Gull								C	C	C	C
California Gull								C	U	C	C
Herring Gull								R		R	
Thayer's Gull								R		R	
Rock Pigeon								C	C	C	C
White-throated Swift								R		R	
Northern Flicker								C	C	C	C

Northern Shrike										R	R
Northern Rough-winged								C	C	U	
Cliff Swallow								C	C	C	
Marsh Wren								R		R	
American Pipit								R		R	
Palm Warbler											X
Bullock's Oriole								C	C		
Amphibians Species											
Northern Long-Toed Salamander						U		X	X	X	X
Western Toad	F	F			F	F		X	X	X	X
Pacific Tree Frog	C					C	F	X	X	X	X
Rough-skinned Newt	C					C		X	X	X	X
Spotted Frog						F		X	X	X	X
Leopard Frog						F		X	X	X	X
Bullfrog											
Reptiles											
Painted Turtles						F		X	X	X	X
Northwestern Fence Lizard	C	C	C	C	F	C	C	X	X	X	X
Western Shink	F	F	F		F	F	F	X	X	X	X
Oregon Alligator Lizard		F	F			F	F	X	X	X	X
Rubber Boa						U		X	X	X	X
Sharp-tailed Snake		U	U			U		X	X	X	X
Stripped Whipsnake		U	U		F	U		X	X	X	X
Western Yellow-bellied Racer		U	U			U		X	X	X	X
Great Basin Gopher Snake	U	U	U	U		U		X	X	X	X
Pacific Gopher Snake		C	C	C		C	C	X	X	X	X
Valley Garter Snake		C	C	C		C	C	X	X	X	X
Wandering Garter Snake					U	U		X	X	X	X
Northern Pacific Rattlesnake	F	F	F	F	F	F	F	X	X	X	X
Western Ring-necked Snake	F	F	F	F	F	F	F	X	X	X	X
Great Basin Fence Lizard					F			X	X	X	X
Sagebrush Lizard	U	U	U	U	F	U	U	X	X	X	X
Side-blotched Lizard	U	U	U	U	F	U	U	X	X	X	X
Western Whiptail	U	U	U	U	U	U	U	X	X	X	X

Rocky Mt. Rubber Boa	U	U	U	U	U	U	U	X	X	X	X
Bullsnake			C	C	C	C	C	X	X	X	X
Night Snake	U	U	U	U	U	U	U	X	X	X	X
Southern Alligator Lizard											
Western Fence Lizard											
Racer											
Western Terrestrial Garter Snake											
Common Garter Snake											
Mammals											
Mule Deer					C	C	C	X	X	X	X
Blacktail Deer	C	C	C			C	C	X	X	X	X
Coyote	C	C	C	C	C	C	C	X	X	X	X
Bobcat	F	F		F	F	F		X	X	X	X
Raccoon	C	C	C		F	C	C	X	X	X	X
Long-tailed Weasel	F	F			F	F	F	X	X	X	X
Badger		F		F	C			X	X	X	X
Striped Skunk	C	C	C	C	F	C	C	X	X	X	X
River Otter					F	F		X	X	X	X
Mink					F	C		X	X	X	X
Beaver						C		X	X	X	X
Muskrat			F			F		X	X	X	X
Merriam Shrew					U			X	X	X	X
Vagrant Shrew	U	U	U	U	U		U	X	X	X	X
Water Shrew					U			X	X	X	X
Pacific or Coast Mole	U	U			U	F	F	X	X	X	X
Little Brown Myotis	U	U	U		U	U	U	X	X	U	U
Fringed Myotis	U	U	U		U	U	U	X	X	U	U
California Myotis	U	U	U		U	U	U	X	X	U	U
Western Harvest Mouse					C			X	X	X	X
Canyon Mouse					C			X	X	X	X
Deer Mouse	F	C	C	C	C		C	X	X	X	X
Northern Grasshopper Mouse					C			X	X	X	X
Bushy-tailed Wood Rat		C	C		C	C	C	X	X	X	X
Sagebrush Mole					U			X	X	X	X

Montane Meadow House					U			X	X	X	X
Norway Rat					F	C	C	X	X	X	X
House Mouse			C	C	F	C	C	X	X	X	X
Western Jumping Mouse			F	F	F			X	X	X	X
Opossum		F				F	R	X	X	X	X
Dusky Shrew	U	U	U	U			U	X	X	X	X
Trowbridge Shrew	U	U	U			U	U	X	X	X	X
Pacific Mole	U	U				R	F	X	X	X	X
Yuma Myotis	U	U	U			U	U	X	X	U	U
Spotted Skunk	F	F	F	F	R	F	F	X	X	X	X
California Ground Squirrel	C	C	C	C	F	C	C	X	X	X	X
Yellow Pine Chipmunk	C	C	C			C		X	X	X	X
Townsend Chipmunk	C	C	C			C		X	X	X	X
Small-footed Myotis	U	U	U		U	U	U	X	X	U	U
Hairy-winged Myotis					U			X	X	X	X
Long-eared Myotis	U	U	U		U	U	U	X	X	U	U
Silvery-haired bat	U	U	U		U	U	U	X	X	U	U
Big Brown Bat	U	U	U		U	U	U	X	X	U	U
Western Pipistrelle	U	U	U		U	U	U	X	X	U	U
Pallid Bat	U	U	U		U	U	U	X	X	X	X
Lump-nosed Bat					U			X	X		
Blacktailed Hare					R			X	X	X	X
Whitetailed Hare					F		F	X	X	X	X
Mountain Cottontail	F	C	C	C	C	C	C	X	X	X	X
Pygmy Rabbit	F	F			F	F	F	X	X	X	X
Yellow-bellied Marmot					F			X	X	X	X
Belding Ground Squirrel					C		F	X	X	X	X
Townsend Ground Squirrel					C		F	X	X	X	X
Least Chipmunk	F	F			F			X	X	X	X
Northern Pocket Gopher	C	C	C	C	C	C	C	X	X	X	X
Great Basin Pocket Mouse					U			X	X	X	X
Ord Kangaroo Rat					F			X	X	X	X
Western Gray Squirrel	C	C	C			C	C	X	X	X	X
Chickaree	C	C				C		X	X	X	X

Northern Flying Squirrel	F	F				F		X	X	X	X
Longtail Vole	C	C		C		C	C	X	X	X	X
Oregon Vole	C	C		C		C	C	X	X	X	X
Norway Rat						C	C	X	X	X	X
Black Rat						C	C	X	X	X	X
Porcupine	C	C	C	C	C	C	C	X	X	X	X
Snowshoe Hare	C							X	X	X	X
Black Bear	C							X	X	X	X
Mountain Lion	F	F	F					X	X	X	X
Rocky Mountain Elk	C	C	C	C		C	C	X	X	X	X
Pika	C							X	X	X	X
Nuttall Cottontail	C	C		C		C		X	X	X	X
Cougar								C	C	C	C
Little Brown Bat								C	C	C	C
Golden-mantled Ground Squirrel								U	C	C	U
American Beaver								C	C	C	C
Townsend's Big-eared Bat											
White-tailed Jackrabbit											
Montane Vole											
Sagebrush Vole											
North American Porcupine											
California Bighorn Sheep											

A = Abundant F = Few C = Common R = Rare U = Unknown

Darker Grey is from the 2007 White River Wildlife Management Plan (2007) ODFW

C = Common, U = Uncommon, R = Rare, X = Extremely Rare

Lighter Grey is from Lower Deschutes Wildlife Area Management Plan (2009) ODFW

C = Common, U = Uncommon, R = Rare, X = Extremely Rare

Additional known animals without habitat information (from CAG members): Pronghorn Antelope, Diamond Back Rattlesnake, Timber Rattler, Sandhill Crane, Asian Dove

Wild and Scenic River

The White River was designated a Federal Wild and Scenic River on October 28, 1988. Historically, Wasco County has protected the White River through EPD-7, which includes protections for natural areas and the Oregon Scenic Waterways. Oregon Administrative Rules 660-023-0120 requires at periodic review for Wasco County to ensure the Wild and Scenic River is clearly addressed as a Goal 5 resource. Because the 1983 plan was written anticipating the designation but prior to the federal management plan, the requirement that the resource be protected consistent with the White River Management Plan has never been formally evaluated.

To fulfill this requirement during the Wasco County 2040 update, staff conducted an ESEE analysis of the White River and impacted areas to determine protections.

ESEE Analysis for the White River

Executive Summary

The White River originates from the eastern slope of Mt. Hood at the White River glacier, and flows 47 miles through two wilderness areas before converging with the Deschutes River.

The White River was designated a National Wild and Scenic River on October 26, 1988. The Wild and Scenic Rivers Act required the Bureau of Land Management (BLM) and the US Forest Service (USFS) to develop a management plan for the river. A Management Plan for the White River was adopted in 1990 and amended in 2015.

During the Management Plan development process an environmental assessment was conducted. The Environmental Assessment for the White River provides a summary of White River values and issues. The outstandingly remarkable values include geology, hydrology, botany, fish habitat and populations, wildlife habitat and populations, historic resources, recreation and scenic resources. The issues listed are commodity production, recreation management, water quality, vegetation management, public/private lands conflicts, and final corridor and viewshed boundaries.

For the segment within Wasco County, the following particular assets are called out in the narrative: hydrology, botany, fish habitat (particularly White River redband rainbow trout and the introduction of Chinook salmon), and historic resources.

Portions of the upper White River are surrounded by public lands that are managed through Federal efforts. The majority of the segment through Wasco County is privately owned and as a result, the BLM has no direct administration of land uses. However, it is expressly stated in the Environmental Assessment that mandated intergovernmental coordination and plan consistency are critical foundations of the Wild and Scenic Rivers Act.

The Environmental Assessment also states that the “Wild and Scenic Rivers Act envisioned high reliance of local comprehensive plans to achieve the Act’s objectives”. During the BLM environmental assessment, they reviewed the Wasco County Comprehensive Plan and Land Use and Development Ordinance (LUDO) and found that, coupled with topographical constraints, Environmental Protection District 7 (EPD-7) adequately protects the resource. The assessment goes on to state that it’s recommended “Wasco County incorporate the river plan’s recommendations as appropriate.”

Oregon Administrative Rules (OAR) 660-023, which relates to inventory, analysis and protection for Goal 5 resources provides insight into how jurisdictions should manage Federal Wild and Scenic Rivers. First, the “impact area” is defined by the Wild and Scenic River corridor already established by the federal government. Second, an Economic, Social, Environmental and Energy (ESEE) Analysis must be conducted to determine conflicting uses within the impact area. Once the conflicting uses have been established, a program to protect the Federal Wild and Scenic River must be adopted.

Wasco County currently protects the White River through an overlay zone; EPD-7 requires all permitted uses within the overlay zone be treated as conditional uses. This allows the decision maker to apply additional criteria to more accurately determine potential adverse impacts and mitigate impacts through conditions or deny the application based on impact.

An interpretation from the Wasco County Board of Commissioners has resulted in conditional uses in the underlying zones within EPD-7 to be considered prohibited. The required ESEE analysis will help determine whether that is a necessary protective measure for the resource.

The White River Management Plan

The White River is surrounded by forest, agricultural and residential lands. These lands present a variety of opportunities for land use and activities which conflict with the federal program for protection. The BLM White River Management Plan provides the following general resource management goals:

- *Protect the river’s free-flowing character and protect and enhance its outstandingly remarkable values.*
- *Provide opportunities for a wide range of recreation opportunities along the river corridor managed to prevent degradation of the outstandingly remarkable values.*
- *Protect and enhance the quality and quantity of river water. Maintain acceptable levels of water temperature, suspended sediment, and chemicals.*
- *Identify, provide, and protect instream flows which are necessary to maintain and/or enhance the outstandingly remarkable values of White River.*
- *Protect and enhance habitat for fish and wildlife species.*
- *Protect threatened, endangered, and sensitive species of plants, fish and wildlife found in the corridor.*
- *Protect culturally significant features and resources.*
- *Maintain and/or enhance the integrated ecological functions of rivers, streams, floodplains, wetlands, and associated riparian areas.*
- *Protect, and where necessary, seek to restore the natural ecological and hydrologic functioning along the river.*
- *Provide for plant and plant community diversity and maintain and/or enhance healthy functioning ecosystems to sustain long-term productivity.*
- *Help reduce conflicts between recreation users and private property owners and reduce trespass on private property.*
- *Strive for a balance of resource use and permit other activities to the extent that they protect and enhance the quality of the river's outstandingly remarkable values.*
- *Develop a partnership among landowners; county, State, and tribal governments; and federal agencies in deciding the future of White River and share in management responsibilities for the river.*
- *Strive to develop effective, compatible, and consistent land use management through coordination with local land use planning authorities.*
- *Emphasize user education and information. Establish as few regulations as possible and ensure that any regulations established are enforceable and*

enforced.

- *Foster cooperative interpretation and environmental education efforts.*
- *Consider the needs of local communities regarding economic development. Recognize that the public with its varied needs as partners and participants in managing the river corridor through awareness, interaction, and communication.*
- *Require all developments to harmonize with the natural environment.*
- *Have a management plan that is reasonable, cost-effective, and viable and that achieves protection of the river's outstandingly remarkable values.*

The White River in Wasco County

The Environmental Assessment offers some additional insights on County zoning, including the statement: “Wasco County and The Nature Conservancy designated White River Canyon as a Natural Area and placed the area in the Environmental Protection District zone.” It also details some of the uses that occurred in the 1990s in Wasco County along the White River corridor, including agriculture.

OAR 660-023-0040 (2) requires an examination of all zones within the impact area of the resource to understand possible conflicting uses. These are typically land uses allowed outright or conditionally by the zone. As indicated by Figure 1, the majority of land surrounding the White River in Wasco County is zoned F-2 (80) (Forest) or A-1 (160) (Exclusive Farm Use). These resource zones are intended to preserve forest and farm operations and activities while restricting more urban uses, like residential and commercial. Properties tend to be large in size.

The river also runs through the Tygh Valley rural service area, which includes a variety of zones and uses including residential, commercial and industrial. The White River Management Plan describes Tygh Valley as “an agrarian community complimented by a free-flowing, natural-appearing river” (BLM, 20). The industrial sites were formerly part of a mill that has been closed for several decades and is available for redevelopment. Tygh Valley’s dense scale development is impeded by sanitary waste and water limitations.

All of these zones permit a variety of uses and activities according to different review criteria. Within the EPD-7 overlay zone, the additional restriction of treating all permitted uses like conditional uses is applied. However, no analysis has been done to date to determine which specific uses or activities conflict with the resource.

Conflicting uses are defined by OAR 660-023-0010 as a “land use, or other activity reasonably and customarily subject to land use regulations that could adversely affect a significant Goal 5 resources.” The definition states that local jurisdictions are “not required to regard agricultural practices as conflicting uses.” These means that all non-agricultural practices and uses permitted in these zones must be examined for adverse impacts.

Based on the Federal White River Management Plan, protection measures are focused on the quality and quantity of the river as well as preserving the conditions, like temperature and sediment. Emphasis is on maintaining health, functioning ecosystems for ecological and hydrological function as well as serving as habitat to wildlife and endangered and sensitive species of plants, fish and animals. Outstanding values are also the scenic and recreation opportunities. While some of the recreation and scenic viewpoints or access points are limited in the Wasco County portion of the White River, there is still value in acknowledging these points in determining conflicting uses and impacts.

The Federal White River Management Plan also emphasizes education and outreach in favor of more regulation and that all developments should “harmonize with the natural environment”.

What follows is an analysis of the main categories of uses: residential, commercial and industrial. As proscribed by OAR 660-023, three protection alternatives are evaluated against these conflicting uses to determine what might be the most efficient, effective and equitable approach to protecting the White River.

Based on current practice and models, staff is recommended the following three alternative scenarios for protection:

Allowed use:

This possible scenario would permit uses and activities, as allowed by the Wasco County Land Use and Development Ordinance, without additional criteria or regulations. Currently, the White River is protected under riparian setbacks and floodplain regulations that create a buffer around the waterway. This would not prohibit permitted uses and activities in the underlying zones that occur outside of riparian setbacks or the floodplain buffer.

Environmental Protection District protections:

Currently, the White River is protected by the Environmental Protection District – 7, a natural areas overlay that requires all permitted uses be treated as a conditional use. A current Board of County Commissioner interpretation of the language prohibits conditional uses in the underlying zone to be permitted.

This possible scenario would permit uses and activities with additional standards and analysis as required by conditional use permits. Clarification over which uses can be permitted (all uses allowed in the zone or only those permitted subject to standards or outright) should be incorporated into any revisions of this protection.

Not allowed

Prohibiting uses which demonstrate significant impact and consequences is a possible option for protecting the White River.

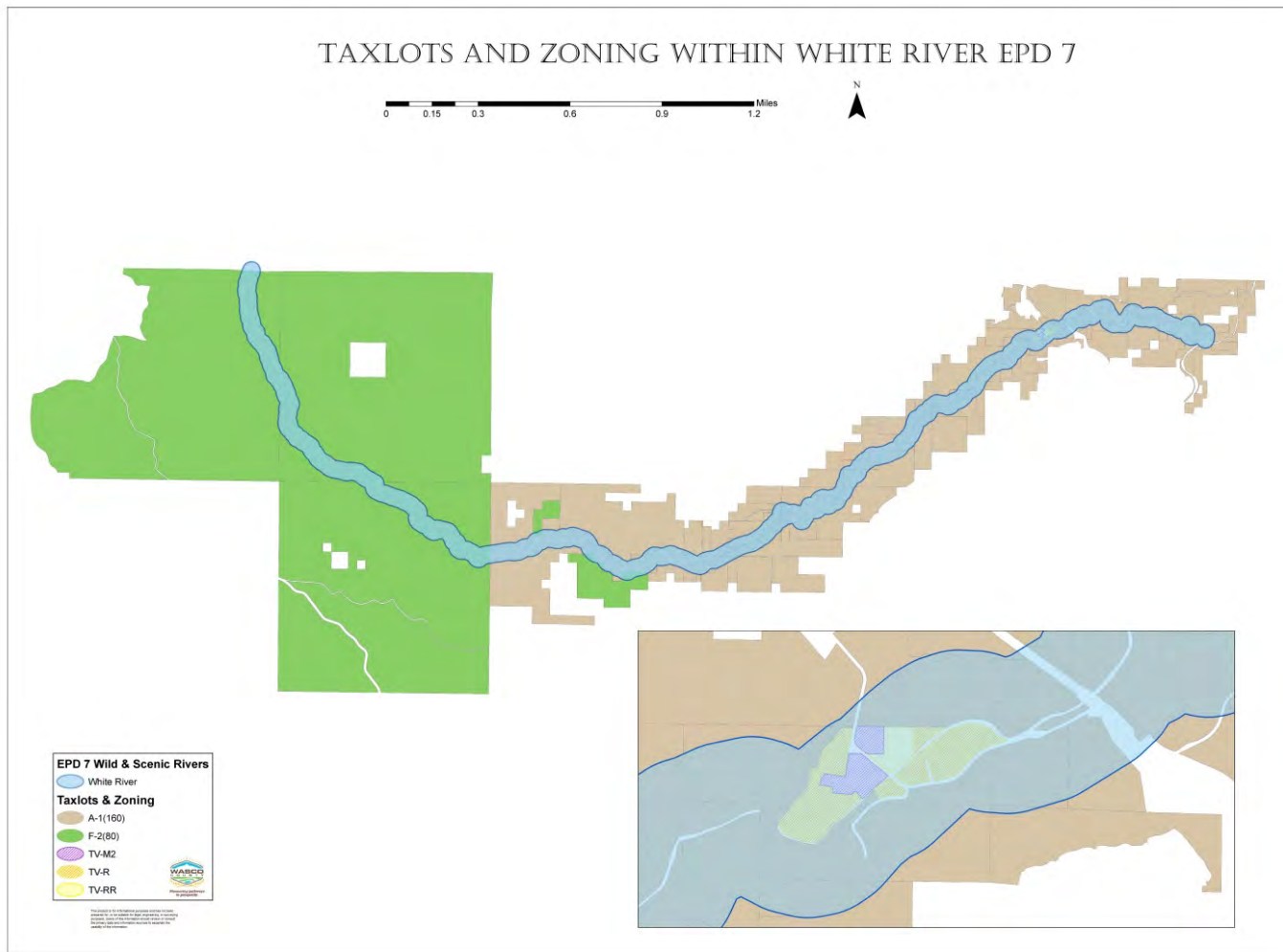


Figure 5.4- Zoning surrounding the White River in Wasco County

Conflicting Uses

The next section analyzes the three categories of development activity, residential, commercial, and industrial, and defines potential conflicts. Each use is evaluated according to the ESEE consequences and finally, a recommendation for protection is made.

Residential ESEE Analysis

Economic consequences:

Allowed use (no protection beyond EPD-1 and setbacks):

If residential development is allowed to occur, the economic consequences may include: cost of future clean up and restoration of protected resources, infrastructure costs for diminishing water capacity, and fines as a result of not meeting Clean Water Act standards.

Environmental Protection District protections:

Current practice is to protect the White River from residential development through additional setbacks in the EPD-7 Natural Areas Overlay. This requires additional findings and a moderately complex review, which made add time or money on to a permitting process. If residential development is not appropriately mitigated through design or conditions, this option may carry with it similar consequences to allowed use without additional protection.

Not allowed:

Eliminating the ability to build a residence along the White River has tax revenue implications for Wasco County and leaves the County open to potential litigation risk over takings issues.

Social consequences:

Allowed use (no protection beyond EPD-1 and setbacks):

With the exception of impacts as described, allowing residential uses without additional protections has limited social consequences.

Environmental Protection District protections:

Current practice is to protect the White River through additional setbacks in the EPD-7 Natural Areas Overlay. There are no known social consequences, and these protections offer mitigation to some of the impacts that have a connection to social values including aesthetics and recreation.

Not allowed

Prohibiting residential activity may increase opportunities for recreation or scenic viewing, but will further compound housing needs throughout the county and contribute to further limit supply. Limited housing opportunities can have the impact of making the rural service area, Tygh Valley, increasingly unviable.

Environmental consequences:

Allowed use (no protection beyond EPD-1 and setbacks):

Allowing residential uses has potential environmental consequences including impacts to ground water quality, disturbance of wildlife and fish habitat, and the introduction of pollutants to the resource. Construction and development waste and disturbance and human occupancy related disturbance have been demonstrated to have significant impact on the natural resource.

Environmental Protection District protections:

Current practice is to protect the White River through additional setbacks in the EPD-7 Natural Areas Overlay. This requires a conditional use review for all

permitted uses and the development of findings which demonstrate the natural value will not be damaged by the use or activity. Mitigation for impacts to ground water, habitat, and river quality can be managed through permit conditions.

Not allowed:

Eliminating the ability to build a residence along the White River has no known environmental consequences.

Energy consequences:

Allowed use (no protection beyond EPD-1 and setbacks):

There are no known energy consequences of allowing residential uses.

Environmental Protection District protections:

There are no known energy consequences of allowing residential uses with some limitations.

Not allowed:

There are no known energy consequences of not allowing residential uses.

Conclusions/Recommendations:

Allowing residential uses without additional criteria or restriction does not ensure for protection of the resource in keeping with the federal management plan. Because all residential development carries with it potential for adverse impacts to the White River, a review requiring consideration of impacts and mitigation would be most consistent with the management plan. This, in turn, is consistent with a conditional use permit review process.

Conditional uses according to the Wasco County Land Use and Development Ordinance require the review of proposed uses and activities with findings on adverse impacts. Findings, based on evidence in the record, must demonstrate that the proposed use will have minimal impact from dust, noise, and odor during construction, will not significantly reduce or impair sensitive wildlife habitat, subject the ground to excessive soil erosion, and generally safeguard the air, water and land quality. The majority of impacts from residential uses are potential erosion, noise, and pollution. Through the application of conditions, these impacts can be reduced or eliminated.

The economic and social consequences of prohibiting residential uses to Wasco County and Wasco County residents suggests more long term, sustained adversity than a mitigation strategy through conditional use. Risk of litigation, loss of tax revenue, and compounding limited housing supply have the potential to have serious negative impacts on Wasco County.

Staff is recommending all permitted residential uses be allowed as conditional uses to help mitigate impacts to the resource while preventing identified economic and social consequences.

Commercial Uses: (A-1, F-2, TV-R, TV-RR)

Commercial uses in conjunction with resource uses are permitted in both resource zones. In addition, there are some additional non-resource commercial uses that may be permitted in A-1 and F-2.

Table 1: Commercial Uses and Activities by Zone
(SR (Subject to Review), CU (Conditional Use, NP (Not Permitted))

Commercial Use	A-1 (160)	F-2 (80)	TV-R	TV-RR
Winery	SR	NP	NP	NP
Farm Processing	CU	NP	NP	NP
Forest Processing	NP	SR	NP	NP
Farm Ranch Recreation	CU	NP	NP	NP
Home Occupation	CU	CU	CU	NP
Bed and Breakfast	CU	NP	CU	NP
Dog Kennels	CU	NP	NP	NP
Private Park, Campground, Playground	CU	CU	CU	NP
Golf Course	CU	NP	CU	NP
Fee Hunting/fishing Accommodations	NP	CU	NP	NP
Youth Camps	NP	CU	NP	NP
Public Park	CU	CU	CU	CU
Cemetery	SR	CU	NP	CU
Firearms Training Facility	NP	CU	NP	NP
Mobile Home Park	NP	NP	CU	NP
Retirement Center/nursing Home	NP	NP	CU	NP

Wineries in A-1 consist of growing grapes, processing, and manufacturing. Some agro-tourism activities also can be permitted with wineries. The commercial aspect involves a structure often with associated parking, outbuildings, landscaping and access road. Building placement and developing these assets typically involves clearing the existing vegetation. The loss of vegetation can lead to habitat loss, soil erosion, and pollution of the resource.

Once the buildings are in place, occupancy from workers and visitors can contribute light and noise pollution, pollution from vehicles and other human activity, and other disruptions to the natural environment. The structures and activity also impact the natural scenic beauty of the area through introduction of the built environment.

Farm and Forest Processing have similar impacts, although the frequency or volume of visitors is significantly reduced.

Farm Ranch Recreation, and Bed and Breakfast lodging, which consists of visitors staying and recreating on farms, has similar impacts to wineries, with the primary difference being in production and overnight occupancy. Visitors engaging with the wildlife, or infrastructure built for recreation, may create erosion, pollution, or general disturbances to wildlife habitat. In the forest zone, fee hunting and fishing accommodations share impacts to farm accommodations.

Home Occupations carry with them the same impacts as residences plus any additional disturbances caused by the business related activity. Impacts are similar but amplified.

Dog Kennels carry impacts of residences with increased impact of animal and customer activity. The noise from animals can be disruptive to recreational values as well as natural values as habitat. Animal waste, depending on disposal, can also potentially become a pollutant to the river.

Golf Courses typically have limited structures but intensely landscaped property which could result in significant problems with erosion, invasive species, and destruction of habitat. Pollutants as a result of landscape may also get introduced to the resource from runoff or leeching.

Private and Public Parks or Campgrounds may include landscaping, infrastructure for recreation, or other modifications to the landscape that may contribute to river pollutants, alter the scenic resource, or introduce noise and other human impacts to the natural environment.

Youth Camps typically involve overnight lodging, facilities for gathering and eating, and recreation resources. The density of people, required infrastructure, and activity associated with a youth camp could have impacts to wildlife, habitat, and introduce a variety of pollution sources to the resource site.

Cemeteries, as a result of organic and inorganic decomposition, can introduce pollution to soil, ground water, and the resource. They typically carry with them minimal structures or infrastructures, but consistent digging for plots may contribute to soil erosion. Similarly, depending on landscaping practices, maintenance of the site may create pollution from run off or leeching.

Firearms Training Facility would contribute significant noise impacts unless mitigated through noise reducing building materials. Other impacts would be similar to other structures.

A Mobile Home or RV park involves dense siting of temporary or semi-permanent homes. The level of density increases potential noise and environmental pollution from human activity. Development also potentially disturbs soil, contributing to erosion, and habitat. The dense scale of development may also impact view corridors or scenic aspects of the resource.

A Retirement Center or Nursing Home is also a source of dense, shared housing with additional facilities often requiring a sizeable footprint. The scale of the building could impact scenic resources as well as introduce additional impacts associated with built environment as covered above.

Commercial Uses often require extensive site clearing and grading. As a result, the removal of vegetation and habitat are common. This can create a variety of issues including erosion, reduced permeability and therefore increased runoff, and the introduction of pollutants to the White River. Similar to impacts

discussed with residential use, commercial impact can be more significant due to the scale of structures and development.

Commercial development often results in more impervious surfaces which can exacerbate these issues. Commercial uses also often carry with them dense human activity that can create noise, smells, and other impacts to the natural habitat as well as scenic and recreation values of the place. These impacts are discussed more thoroughly in the residential use section.

Commercial ESEE Analysis

Economic consequences:

Allowed use (no protection beyond EPD-1 and setbacks):

If commercial development is allowed to occur in such a way that it creates the adverse impacts, the economic consequences may include: cost of future clean up and restoration, infrastructure costs for diminishing water capacity, and fines as a result of not meeting Clean Water Act standards.

Environmental Protection District protections:

Current practice is to protect the White River through additional setbacks in the EPD-7 Natural Areas Overlay. This requires additional findings and a moderately complex review, which made add time or money on to a permitting process.

Not allowed:

Eliminating the ability for commercial development along the White River has tax revenue implications for Wasco County and leaves the County open to potential litigation risk over takings issues. Commercial uses offer employment opportunities, economic growth, and support for existing businesses.

Social consequences:

Allowed use (no protection beyond EPD-1 and setbacks):

With the exception of impacts as described, allowing commercial uses without additional protections has limited social consequences.

Environmental Protection District protections:

Current practice is to protect the White River through additional setbacks in the EPD-7 Natural Areas Overlay. There are no known social consequences to allowing for commercial activities beyond described impacts, and these protections offer mitigation to some of the impacts that have a connection to social values including aesthetics and recreation.

Not allowed

Commercial uses offer employment opportunities, economic growth, and support for existing businesses and residents. In some cases, these commercial enterprises may offer housing opportunities, recreation activities, and energy production which represent Statewide Land Use Planning Goals 10, 8 and 13.

Environmental consequences:

Allowed use (no protection beyond EPD-1 and setbacks):

Allowing commercial uses with limited protections has potential environmental consequences including impacts to ground water quality, disturbance of wildlife and fish habitat, and the introduction of pollutants to the resource. The White River Management Plan stresses primitive development, dispersed recreational activities, and limited access. The lack of additional restrictions may limit Wasco County's ability to ensure for development consistent with the White River Management Plan.

Environmental Protection District protections:

Current practice is to protect the White River through additional setbacks in the EPD-7 Natural Areas Overlay. This requires a conditional use review for all permitted uses and the development of findings which demonstrate the natural value will not be damaged by the use or activity. Mitigation for impacts to ground water, habitat, and river quality can be managed through permit conditions.

Not allowed:

Eliminating the ability to build commercial use structures along the White River has no known environmental consequences.

Energy consequences:

Allowed use (no protection beyond EPD-1 and setbacks):

There are no known energy consequences of allowing commercial uses.

Environmental Protection District protections:

There are no known energy consequences of allowing commercial uses with some limitations.

Not allowed:

Not allowing commercial uses may help preserve existing energy sources for other uses. No other consequences are known.

Conclusions/Recommendations:

Allowing commercial uses without additional criteria does not ensure for protection of the resource in keeping with the federal management plan. Because any commercial development carries with it potential for adverse impacts to the White River, a review requiring consideration of impacts and mitigation should be required, and would be most consistent with a conditional use permit.

Conditional uses according to the Wasco County Land Use and Development Ordinance require the review of proposed uses and activities with findings for adverse impacts. Evidence must demonstrate that the proposed use will have minimal impact from dust, noise, and odor during construction, will not significantly reduce or impair sensitive wildlife habitat, subject the ground to excessive soil erosion, and generally safeguard the air, water and land quality. The majority of impacts from residential uses were related to potential erosion, noise, and pollution. Through the application of conditions, these impacts

can be reduced or eliminated.

Economic impacts, such as lack of employment opportunities or business growth, coupled with affiliated social consequences suggest prohibiting commercial uses near the White River may be detrimental to Wasco County residents. Adverse impacts by commercial development can be mitigated through the additional conditional use criteria and process.

Staff is recommending all permitted commercial uses be allowed as conditional uses to help mitigate impacts to the resource while preventing identified economic and social consequences.

Industrial Uses: (A-1, F-2, TV-R, TV-RR, TV-M2)

Table 2: Industrial Uses and Activities by Zone
(SR (Subject to Review), CU (Conditional Use, NP (Not Permitted))

Industrial Use	A-1 (160)	F-2 (80)	TV-R	TV-RR	TV-M2
Utility Facility	SR	CU	CU	CU	CU
Aggregate Mining	CU	NP	NP	NP	NP
Asphalt Batching	CU	CU	NP	NP	CU
Mineral Processing	CU	CU	NP	NP	NP
Water Bottling	CU	NP	NP	NP	NP
Manufacturing	NP	NP	NP	NP	SR
Auto Repair/assembly	NP	NP	NP	NP	SR
Storage or Retail Yard	NP	NP	NP	NP	SR
Welding Shop	NP	NP	NP	NP	SR
Laundry/cleaning	NP	NP	NP	NP	SR
Circus, Rodeo, etc.	NP	NP	NP	NP	SR
Junk or Wrecking Yard	NP	NP	NP	NP	CU

Utility facilities are permitted, following review, in all zones adjacent to the White River. The installation of utility facilities typically involves construction activities that disturb soils, landscape, and wildlife habitat. Once construction has been completed, utility facilities may have, depending on the type, continued impacts to the natural area and scenic values of the resource.

Mining, mineral processing, asphalt batching and other related uses and activities can create a variety of disturbances and pollution that can be detrimental to the resource. Noise, dust, odors, ground disturbance and blasting which can cause ground shaking or seismicity are commonly cited impacts from mining. In addition, spill/tailing, erosion, and drainage can add pollutants to the river as well as the groundwater.

Water bottling and extraction, which involves components of industrial production, would have significant impacts on the resource including erosion, pollution, scenic impacts, noise, and impact to aquifers.

Manufacturing, which typically occurs in a structure, can create potential sources of environmental pollution, disturb wildlife habitat through the building footprint and associated infrastructure, and potentially disrupt scenic views. Similarly, auto repair or assembly, laundry and cleaning facilities, and welding shops can involve chemicals or other materials that through spill or improper storage pose contamination to ground, ground water, and the adjacent resource.

Circus, rodeo, or other large entertainment facilities as permitted can create significant impacts through waste, recycling, infrastructure, human traffic, and noise.

Junk or wrecking yard typically involves the collection, processing, and storage of non-functioning automobiles in open air on untreated ground. This could result in direct pollution to the habitat and resource, create a real visual impact from the river, and also have ongoing impacts of noise. This use is permitted only in Tygh Valley Industrial, contained within the rural service area.

Storage or retail yard for a variety of products including lumber, building materials and heavy machinery.

Industrial ESEE Analysis

Economic consequences:

Allowed use (no protection beyond EPD-1 and setbacks):

If industrial development is allowed to occur in such a way that it creates the adverse impacts, the economic consequences may include: cost of future clean up and restoration, infrastructure costs for diminishing water capacity, and fines as a result of not meeting Clean Water Act standards.

Environmental Protection District protections:

Current practice is to protect the White River through additional setbacks in the Natural Areas Overlay. This requires additional findings and a moderately complex review, which made add time or money on to a permitting process.

Not allowed:

Eliminating the ability for industrial development along the White River has tax revenue implications for Wasco County and leaves the County open to potential litigation risk over takings issues. Industrial uses offer employment opportunities, economic growth, and support for existing businesses.

Social consequences:

Allowed use (no protection beyond EPD-1 and setbacks):

Allowing industrial uses without protections could have significant social consequences related to scenic and recreational value of the White River. Industrial activity, by its nature, is typically done at a scale and in the type of structures that don't blend with the natural environment. Industrial uses and activities also typically create noise, smells, and other emissions that may be undesirable to recreators or other visitors.

Environmental Protection District protections:

Current practice is to protect the White River through additional setbacks in the Natural Areas Overlay. There are no known social consequences to allowing industrial activity with these additional rules, and these protections offer mitigation to some of the impacts that have a connection to social values including aesthetics and recreation.

Not allowed

There are no known social consequences for prohibiting industrial activities and uses.

Environmental consequences:

Allowed use (no protection beyond EPD-1 and setbacks):

Allowing industrial uses with limited protections has potential environmental consequences including impacts to ground water quality, disturbance of wildlife and fish habitat, and the introduction of pollutants to the resource. Industrial activities typically occur at a scale and with materials that can be especially detrimental to the natural environment.

Noise is one of the most obvious adverse impacts of industrial uses that could threaten wildlife habitat. Machinery noise from manufacturing, storage yards, auto repair, or other activities can be disruptive to nesting or other related wildlife activity. It also can impact the perceived human experience of the scenic and recreation resource. Additional traffic, particularly that of heavy machinery or trucks, can create noise, have leaks, or create ground disturbance. This can introduce a variety of pollutants to ground, groundwater or the River. This can also disrupt the scenic or recreational values by introducing noise that is at a higher volume than ambient.

Waste, by product, drainage, leeching, and spills can contaminate soil, groundwater or the River directly through a variety of accidental or intentional activities. Industrial activity tends to generate pollutants by its very nature, lending to exposure to the resource.

Some permitted industrial uses involve application of chemicals or other practices which may release noxious odors. Smells generated from certain types of industrial activities may impact wildlife or human visitors.

Structures or the open yard nature of industrial uses impact the scenic or recreational values by introducing large scale built environment to a Wild and Scenic River. One of the action items from the federal White River management plan requires development to harmonize with the natural environment.

Industrial uses also often require complete site clearing and grading, with the retention of few if any natural resources on a site. They therefore can have more severe environmental effects than other uses. Industrial uses also often draw substantial amounts of water from wells or public water sources,

drawing down the water table which can, in turn, reduce surface water flows in the streams and river.

There are significant potential environmental consequences for allowing industrial uses without additional protections.

Environmental Protection District protections:

Current practice is to protect the White River through additional setbacks in the Natural Areas Overlay. This requires a conditional use review for all permitted uses and the development of findings which demonstrate the natural value will not be damaged by the use or activity. Mitigation for impacts to ground water, habitat, and river quality can be managed through permit conditions. Conditions can also limit hours of operation, structure size, and impose other limitations through site plan review.

For mining activities there is typically the requirement for reclamation or rehabilitation of lands once resource is exhausted. However, this implies finite operations. Many of the permitted industrial uses require structures and infrastructure which increase the permanency of development.

There may be limitations to how EPD-7 protects the White River from industrial use environmental consequences.

Not allowed:

Eliminating industrial uses along the White River has no known environmental consequences.

Energy consequences:

Allowed use (no protection beyond EPD-1 and setbacks):

Industrial uses may require large amounts of power for operation requiring additional infrastructure or development to support the demand.

Environmental Protection District protections:

Industrial uses may require large amounts of power for operation requiring additional infrastructure or development to support the demand. This would typically be outside the purview of the Wasco County Planning Department review.

Not allowed:

There are no known energy consequences of not allowing industrial uses.

Conclusions/Recommendations:

Industrial uses pose significant potential environmental, social and energy consequences. These include adverse impacts like noise, erosion, pollution, ground disturbance, waste, and scenic disruption. Allowing without or minimal restrictions create a scenario where the uses are likely to adversely impact the White River.

To balance environmental impacts and social consequences with potential economic consequences, industrial uses should, at a minimum, be restricted through additional criteria and regulations consistent with EPD-7. EPD-7 requires all uses be evaluated through conditional use standards which require analysis of potential adverse impacts and the application of conditions to mitigate impacts.

Because many of the uses and activities are diverse, the ability to apply rules with discretion towards individual conditions provide for an equitable solution.

Conditional uses according to the Wasco County Land Use and Development Ordinance require the review of proposed uses and activities with findings made regarding adverse impacts. Evidence must demonstrate that the proposed use will have minimal impact from dust, noise, and odor during construction, will not significantly reduce or impair sensitive wildlife habitat, subject the ground to excessive soil erosion, and generally safeguard the air, water and land quality. Findings would also need to demonstrate how the proposed development does not impact the scenic or recreation values of the White River.

Staff is recommending all permitted industrial uses be allowed as conditional uses to help mitigate impacts to the resource while preventing identified economic and social consequences. If evidence suggests that the industrial use may have adverse impact on the resource and cannot be mitigated, a denial should be issued for the development permit application.

To strengthen and clarify EPD-7, staff is recommending the language within the LUDO be re-written to clearly indicate all uses within this overlay zone should be treated as conditional uses. Furthermore, the language should expressly state the impacts identified in the Federal Management Plan which need to be mitigated for.

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Natural Areas

Areas in Wasco County which appear to have ecological and scientific value have been identified by the Nature Conservancy for the Oregon Natural Heritage Program. Personal interviews, extensive literature review, field investigations, and aerial photography in the 1978 were the basis of this inventory list of natural areas. The list does include some areas which have not been verified by research or field study, but are considered potentially significant. Table 5.8a lists the natural areas in Wasco County as identified by the Nature Conservancy in 1978.

A “site” as it appears in Table 5.8 is the geographic location of one or more noteworthy element occurrences. An element is any one natural feature of the landscape; for example, a bald eagle nest or an age-old forest, and the site is where it occurs. A site may have only one feature, such as a nest, or it may include several features, such as a stretch of river surrounded by an old growth forest with a rare plant species and nesting areas for endangered bird species. Descriptions accompanying the site on the inventory list have been written to point out features at the site.

Not all lands identified by the Nature Conservancy are being considered as natural areas. Many of the elements have not been verified. Many of the ones that have been verified have not been located specifically. The attempt has been made to locate the most significant natural areas and identify them with specific boundaries. Ownerships, conflicts of use, location, surrounding uses, size of the area and citizen input were taken into account when designating natural areas: Additional sites not listed by the Nature Conservancy have been included as natural areas. Table 5.8b lists these sites.

All natural areas have been identified on the zoning map by placement of an environmental protection district overlay zone (EPD-7). The zone is described in the Wasco County Land Use and Development Ordinance.

Table 5.8a- Natural Areas as Identified by the Nature Conservancy (4/78)

REF NO.	*SR	**REFERENCE NAME	LOCATION Township, Range & Section	***PS	ELEMENT NO.	****VO	ELEMENT NAME
WC-4	+	Oak Springs (B)	-4S, 14E, SE1/4 17	3	1.18.986 2.02.402 2.02.402 4.11.110	V V V V	Wetland shrubland Rough-skinned newt Pacific giant salamander Cold spring
WC-6	+	Confluence of White River & Tygh Creek to Deschutes River (B)	-4S, 13E, 1, 2, 11, 12 -4S, 14E, 5 - 8	3	1.08.912 4.04.120 4.04.450 4.04.460 5.14.596	V V V V V	Wetland forest Low stream segment, low gradient reach River island Waterfalls Great blue heron rookery
WC-8	+	Lawrence Memorial Grassland Preserve (The Nature Conservancy) (B)	-7S, 16E, 15, 22	2	1.18.931 1.28.910 1.28.911 1.28.920 3.01.049 6.01.000	V V V V V V	Stiff sage/Sandberg’s bluegrass Bluebunch wheatgrass-Idaho fescue Bluebunch wheatgrass-Sandberg’s bluegrass Sandberg’s bluegrass communities <i>Lomatium minus</i> Geologic feature
WC-11		Tygh Ridge Summit (C)	-3S, 14E, 16, 17, 20	3	1.28.910	V	Bluebunch wheatgrass-Idaho fescue

WC-13		Hollow Creek Area (A)	-7S, 18E, NW1/4 1 -8S, 17E, NE1/4 1	3	2.02.642	V	Golden eagle (2 nests)
WC-14		Mission Hollow (A)	-2S, 15E, 6	3	2.02.642	NV	Golden eagle
WC-15		Butler Canyon (B)	-3S, 13E, 14, 23	3	1.18.931 1.28.910 1.28.911	V V V	Stiff sage/Sandberg's bluegrass Bluebunch wheatgrass-Idaho fescue Bluebunch wheatgrass-Sandberg's bluegrass
WC-20		Buck Hollow Creek (C)	-6S, 17E, W1/2 16	3	1.18.931 1.28.910 1.28.911	V V V	Stiff sage/Sandberg's bluegrass Bluebunch wheatgrass-Idaho fescue Bluebunch wheatgrass-Sandberg's bluegrass
WC-28		Black Rock/Rotten Lake Basin (B)	-7S, 18E, 1-3, 10-15 -7S, 19E, 5-8, 18	3	2.02.642 4.07.110 4.10.100 6.01.000 6.02.000	NV NV NV NV NV	Golden eagle Low lake, permanent Lowland pond Geologic feature Paleontologic feature
WC-30		White River Canyon (B)	-4S, 5S, 11-13E	3	3.04.800	V	Isolated population, Douglas fir
WC-34		Camas Prairie (C)	-5S, 10E, 16, 17	3	1.25.118 3.04.000	V V	Marshland Wildflower area
WC-37		Mill Creek Falls (C)	-1S, 12E, NW1/4 5, NE1/4 6	3	1.05.620 4.04.460	NV V	Douglas fir forest Waterfalls
WC-38		Mill Creek Drainage (C)	-1S, 11E, NW1/4 3	3	3.01.037 3.02.000	V V	<i>Hydrophyllum capitatum</i> var. <i>thompsonii</i> <i>Lomatium columbianum</i>
WC-40		Nena Ranch (B)	-6S, 13E, 1, 12	3	1.05.913	NV	Wetland forest
WC-44		Oak Canyon (C)	-2S, 14E, 35, 36	3	1.05.621 1.05.911 1.25.114	V V V	Douglas fir-ponderosa pine Oregon white oak/grassland Bluebunch wheatgrass-Idaho fescue
WC-47		Boulder Creek Drainage (C)	-8S, 9S, 9-11E	3	1.05.600	V	Old growth Douglas fir forests
WC-50	+	Rowena Dell (The Nature Conservancy Preserve, part) (B)	-2N, 12E, 3, 4	2, 3	2.02.636 3.01.037 3.02.000 3.04.700 4.10.110 4.10.120 6.01.000 6.04.000	NV NV V V V V V V	Osprey <i>Hydrophyllum capitatum</i> var. <i>thompsonii</i> <i>Lomatium Columbianum</i> Wildflower area Lowland pond/wetland, permanent Lowland pond/wetland, intermittent Geologic feature Historic feature
WC-51		Mosier Area (C)	-2N, 11E, 2	3	1.05.912 3.04.700	NV V	East Col. Gorge rockfall with forest complex Wildflower area
WC-52		Seven Mile Hill Area (A)	-2N, 12E, 11	3	1.05.912 1.25.110	V V	East Col. Gorge rockfall with forest complex East slopes Cascade grassland
WC-56		Memaloose Island (B)	-3N, 12E, 32	3	2.02.636	V	American osprey
WC-61		Mill Creek Research Natural Ares (B)	-1S, 11E, 4, 8, 9, 16, 17	2	1.05.621 1.05.911 1.25.114	V V V	Ponderosa pine-Douglas fir Oregon white oak/grassland Bluebunch wheatgrass-Idaho fescue
WC-62		Persia M. Robinson Research	-6S, 10E, 10, 11	2	1.05.621	V	Ponderosa pine-Douglas fir

		Natural Area (C)			1.05.630 4.04.120	V V	Mixed conifers Lowland stream segment, low gradient reach
WC-65		Wapanitia Warm Springs (C)	-6S, 12E, 2, 11	3	4.11.120	V	Hot spring
WC-67		Deschutes Island (C)	-2S, 16E, 5	3	5.14.596	V	Great blue heron rookery
WC-69		Antelope Creek (A)	-8S, 15E, 25, NW1/4 35 -8S, 16E, NE1/4 4	3	2.02.642	V	Golden eagle (7 nests)
WC-70		Antelope Valley (C)	-S1/2 7S, 17E -N1/2 8S, 17E	3	2.02.640	V	Swainson's hawk (8 nests)
WC-71		Tygh Creek (C)	-3S, 12E, 26	3	2.02.643	V	Northern bald eagle
WC-72		White River Wildlife Management Area (B)	-4S, 5S, 11E, 12E	2	2.02.643 2.02.510 2.02.513 2.02.641 2.02.642 2.02.654 2.02.752 2.02.881 2.02.902 5.14.621 5.17.806	V V V V V V V V V V V	Northern bald eagle Ring-necked duck Bufflehead Ferruginous hawk Golden eagle Western burrowing owl Gray-crowned rosy finch White-tailed jackrabbit Sagebrush vole Band-tailed pigeon mineral springs Elk critical winter range
WC-74		Sunflower Flat (C)	-6S, 11E, SW1/4 2, S1/2 3, NW1/4 11	3	1.05.710 1.05.810 1.05.911	NV NV NV	Ponderosa pine Western juniper woodland Oregon white oak/grassland
WC-75		Abbot Pass (proposed Research Natural Area (C)	-5S, 9E, 17	3	1.05.310	NV	Mountain hemlock
WC-76		Four Hills Grassland (C)	-8S, 17E, 2, 3, 10, 11	3	1.28.910 3.04.700	V NV	Blubunch wheatgrass-Idaho fescue Wildflower area
WC-77		Antelope Watershed (C)	-7S, 17E, 30	3	1.08.814	V	Western juniper/big sage/bitterbrush
WC-80		Unnamed (C)	-7S, 17E, 18	3	3.01.049	V	<i>Lomatium minus</i>
WC-81		Unnamed (C)	-7S, 16E, 5	3	3.01.049 3.02.000 3.02.000 3.02.000	V V V V	<i>Lomatium minus</i> <i>Allium macrum</i> <i>Allium tolmiei</i> var. <i>tolmiei</i> <i>Claytonia minus</i>
WC-82		Unnamed (B)	-4S, 14E, 20, SW1/4 29	3	3.02.000	V	<i>Mimulus jungermannioides</i>
WC-83		Dinger/Clear Lake proposed Research Natural Area (A)	-5S, 81/2E, W1/2 1	3	1.05.310	V	Western hemlock zone
WC-84		Wasco Lookout (C)	-2N, 12E, SE1/4 32	3	3.01.037	V	<i>Hydrophyllum capitatum</i> var. <i>thompsonii</i>

*SR = Site Report

**Areas Marked with:

-(A) have been designated as natural areas using locational description given.

-(B) have been designated as natural areas, although the area descriptions have been altered.

-(C) have been removed from the list because they are not considered unique or significant natural areas.

***PS = Protection Status

-1 = Preserved

-2 =Legally Protected

-3 = Unprotected

****VO = Verification of Occurrence

-V = Verified

-NV = Not Verified

Table 5.8b – Natural Areas

#	Site Name	Location	VO	Element Name
1	Cedar Island	T3S, R15E, Sec. 4	UV	River Island with a distinct population of incense cedars. (B.L.M.)
2	Sharps Island	T1S, R16E, Sec. 5	UV	Great Blue Heron rookery and riparian habitat.
3	Fall Creek Island	T1N, R16E, Sec. 31	UV	Great Blue Heron Rookery
4	Underhill Site	T2S, R11E, Sec. 15	UU	Environmental education site for children. Natural vegetation and habitats, trails, and historic sites are preserved (U.S. Forest Service)
5	Postage Stamp Lookout	T3S, R13E, Sec. 18, 19, & 20	UV	Laboratory research site. (State of Oregon)

VO = Verification of Occurrence:

-UV = Unsurveyed, verified.

-UU = Unsurveyed, unverified.

Application of Statewide Planning Goal # 5 To Inventoried Natural Areas in Forest Lands

In the May 20, 1982, Land Conservation and Development Commission's "in order to comply statement", Wasco County was directed to analyze the economic, social, environmental and energy (ESEE) consequences of the conflicts between forest operations and inventoried natural areas and develop a program to achieve the goal (3). Wasco County has identified three natural areas that are within forested areas. These areas include: the western end of the White River Canyon, site "WC-30"; the Mill Creek Research Natural Area, site "WC-61"; and the Dinger/Clear Lake Proposed Natural Research Area, site "WC-83".

Sites "WC-30" and "WC-83" are within the "F-2 (80)" zone and are also within the Environmental Protection District, EPD-7, overlay zone which permits the following uses which are identified as conflicting ESEE uses:

Permitted:

- Management, production and harvesting of forest products, including primary wood processing and operations.
- Utility facility necessary for public service.

Conditional:

- Single family residences and mobile homes in conjunction with a farm or forest use.
- Public facilities
- Personal-use airports
- Public and private parks
- Mining
- Sanitary Landfill

The prime factor in analyzing the ESEE consequences on these sites is ownership. There are no private holdings involved within these sites. Site "WC-30" is owned by the Oregon State Game Commission and is being managed for Big Game Winter Range and other wildlife habitat. The conflicting uses identified above, except for timber harvesting, will not occur on state lands. Any timber harvesting will be controlled by the Oregon Department of Fish and Wildlife under their program for wildlife habitat. The conflicting uses are, therefore, controlled and limited by the Department of Fish and Wildlife's program for habitat improvement.

Site "WC-83" is owned by the United States Forest Service and is part of the Mt. Hood National Forest. Again, timber harvesting would be the only conflicting use and that activity is controlled by the Forest Service. Compliance with local plans is not mandatory of federal agencies, although their co-operation is encouraged by Wasco County.

Site "WC-61" is within the "F-1 (80)" zone. This zone includes only those lands within The Dalles Watershed. The EPD-7 over-lay zone permits only conditionally the following uses which are identified as conflicting ESEE uses:

- Management, production and harvesting of forest products, including primary wood processing and operations.
- Mining
- Utility facilities necessary for public service.

Site "WO-61" is totally owned by the United States Forest Service and is within The Dalles Watershed. The watershed is managed through an agreement between The Dalles and the Forest Service called. "Comprehensive Management Plan for The Dalles Municipal Watershed". 1972. Forest harvesting activities as well as other uses is strictly controlled by both federal programs and regulations and by the cooperative agreement with The Dalles. The conflicting uses are, therefore, controlled and limited and no other measures need to be taken to protect the natural area.

Mineral and Aggregate Resources

- 1) **General Information:** Wasco County has few economically important mineral deposits. Some limited mining activity has occurred in the past. There are no active mineral mines in Wasco County. Most of the county is underlain with recent basalt flows, which precludes the possibility of extensive mineral resources. The highest potential for minerals would be in the older geologic formations, found in other parts of Oregon or bordering counties. The primary minerals found in Wasco County are as follows:
- A. **Bauxite:** Evidence suggests there may be some potential low grade bauxite found in the Columbia River basalt group but no investigations have been undertaken in Wasco County to confirm this.
 - B. **Copper and Lead:** These minerals have been mined in the Ashwood-Oregon King Mine located in Jefferson County to the south. Some deposits may occur in the County.
 - C. **Mercury and Molybdenum:** No economically important deposits are located within Wasco County.
 - D. **Semi-precious Gems:** These are more of interest to rock collectors rather than having intrinsic mineral value.
 - E. **Perlite:** Between 1945 and 1950, mining was conducted in an area south of Maupin near the Deschutes River. High quality acoustic and insulating tile was produced for a number of years from this perlite. It became unprofitable to mine at this location and the operation was discontinued. A large deposit still exists in this area.
 - F. **Volcanic Tuffs:** The Rainbow Rock Quarry, about five miles south of Pine Grove, has produced brightly colored and banded tuff since 1949. Rock of similar appearance has been uncovered but not developed on a nearby flat east of the quarry. Tuffs are utilized for decorative building stone and ceramic art.
 - G. **Peat:** According to the U.S. Geological Survey, Mineral and Water Resources of Oregon, 1969, there are widely scattered minor deposits of peat in the Cascade region of the County and coal in the southeastern region. They have never been mined commercially.
 - H. **The Ka-Nee-Ta Stone Quarry:** On the Warm Springs Reservation, this quarry produced rough pieces of rhyolite. The stone is multi-colored and valuable for decoration. Other stone quarries include Indian Candy and Sorenson Quarry.
 - I. **Quarry Rock:** Quarry rock increases in importance as the more desirable deposits become depleted. Transportation costs are high so that quarries must be located within ample reserves of good quality crushing rock. The best rock for crushing is generally Columbia River basalt.
- 2) **Inventory:** Wasco County's cumulative demand projection for all aggregate material by the year 1995 was between four and six million tons (Wasco County

Aggregate Site and Aggregate Demand Analysis (1976) Montagne and Associates). Total resources as inventoried in that document are 6.3 million tons. The demand project was based on a per capita average.

Available information was sufficient to identify 135 resources sites in Wasco County during the original 1983 Comprehensive Plan Process. A study done in 1976 by Montagne and Associates, Wasco County Aggregate Sites and Aggregate Demand Analysis (1976), provided the basis for this process. During 1990-1991 additional information, as a supplement to the 1976 data, was gathered from individual owner/operators and from the DOGAMI Mined Information Layer database to provide the County a more thorough and accurate record of sites in the County.

All Wasco County sites listed in the County Inventory (Table 5.9) but without significant research are Potential Sites. Significant Sites have been identified in accordance with OAR 660-016 or OAR 660-023 rules.

3) **Application of the Goal 5 Process for Mineral Resources**

- A. Potential Conflicting Use in Zone Categories Applicable to Mineral resource Sites: All except one currently inventoried resource site fall into three resource zones employed by the County: A-1, Agriculture; F-1, Forest; F-2, Forest. One site is in an Industrial zone (Sun Pit). Conflicting uses are generally those which, if allowed to locate within the specific site identified, would render the resource unrecoverable and those activities on surrounding lands which affects or is affected by aggregate operation. Most of the conflicting uses are structural improvements which commit the site to another use. Other less intensive uses such as recreation facilities, public parks and playgrounds, and golf courses which are conditional uses in some zones may conflict because, once established, they tend to diminish the value of the resource. Some competing uses, such as water impoundments or power generation facilities, may be determined to be of sufficient importance as to preempt the mineral resource value.

Specific potentially conflicting uses contained within the A-1, FF, and F-2 zones are;

Zone	Permitted Uses	Conditional uses
A-1	Farm dwelling	Additional Farm Dwelling
	Utility facility (public)	Nonfarm dwelling
		Commercial activities in conjunction
		Private recreation facilities
		Churches
		Schools
		Public parks and playgrounds
		Golf courses
		Utility facilities (commercial)
		Personal use airport
		Home occupations
		Solid waste disposal site
F-F	Same as A-1 Zone except boarding of horses for profit.	Same as A-1 zone except for kennels
F-2	Utility Facilities (public)	Forest Farm Dwelling

a. Economic, Social, Environmental and Energy Consequences of Conserving Mineral Resources

- (1) Economic Consequences: Aggregate is a crucial resource for nearly all types of structural development. As a basic building material, its relative abundance can exert either a positive or negative influence on the development of a local economy. It provides the building blocks for development, and the removal, transport and use provides jobs upon which a substantial part of the economy depends.

To protect mineral resource sites through the resolution of conflicts between mineral extraction and other competing uses (as identified) will help ensure a strong economic future. The economic consequences of not protecting mineral sites could be costly to the local economy through increased costs for basic building materials.

- (2) Social Consequences: The consequence of protecting mineral resource sites is necessary in order for public and private construction projects. The characteristics of sand and gravel operations may be a nuisance in that they do contribute to noise, dust, and visual blight.

The negative social consequence of applying regulations is similar to the negative economic consequences in that the same individuals may be inconvenienced in their building plans.

- (3) Environmental Consequences: The importance of any mining activity lies within its economic value and the relative scarcity of the resource. State agencies regulate mining activities and require that reclamation plans be submitted prior to permit approval. Reclamation plans provide for productive uses of property following a mining operation and can include recreational features such as lakes and wildlife habitats.

Because the natural environment will, of necessity, be disturbed by mining, the protection of mineral resource sites may not result in positive environmental consequences (mineral extraction is temporary in nature). Farming, forestry and recreation can and do occur before and after a mining operation. In case of important mineral resource sites, the positive economic and social benefits must be weighed against the environmental consequences.

- (4) Energy Consequence: Because of transportation costs, the deposits nearest to developing areas are, of necessity, the best ones in order to remain economically viable. As a result, the energy consequence of protecting the best mineral resource site (those close to construction areas) is entirely positive.

- (5) Conclusion: In Wasco County decisions to protect aggregate sites for Goal 5 will be on a site by site basis. The consequences of establishing requirements which limit conflicting uses in identified mineral resource sites should prove to be of substantial benefit to the economic, social, and energy systems within which we live. As long as provision for reviewing extenuating circumstances is included, the limitation of conflicting uses within identified mineral resources sites is warranted.

- b. A Program to Conserve Mineral Resource Sites: The program to conserve significant mineral resource sites is designed to limit some conflicting uses and prohibit others through the use of an overlay zone. The overlay will ensure that most structural development will not preempt the use of a needed mineral resource.

Based on a site specific ESEE analysis, the County shall make a determination on the level of protection to be afforded each significant site. The County shall make one of the following determinations:

- (1) Protect the site fully and allow mining. To implement this decision the county shall apply the Mineral and Aggregate Overlay zone. Development of the significant site shall be governed by the standards in Section 3.835 of the Wasco County Land Use and Development Ordinance. As part of the final decision, the County shall adopt site-specific policies prohibiting the establishment of conflicting uses within the Impact Area.
- (2) Allow conflicting uses, do not allow surface mining. To implement this decision the county shall not apply the Mineral and Aggregate Overlay zone. The significant site will not be afforded protection from conflicting uses, and surface mining shall not be permitted.
- (3) Balance protection of the significant site and conflicting uses, allow surface mining. To implement this decision the county shall apply the Mineral and Aggregate Overlay zone, and identify which uses in the underlying zone will be allowed, allowed conditionally, or prohibited. Development of the significant site shall be governed by the standards in Section 3.835 of the Wasco County Land Use and Development Ordinance and any other site-specific requirements designed to avoid or mitigate the consequences of conflicting uses and adopted as part of the final decision. Development of conflicting uses within the Impact Area shall be regulated by Section 3.845 of the Wasco County Land Use and Development Ordinance and any other site-specific requirements designed to avoid or mitigate impacts on the resource site and adopted as part of the final decision.

Any uses not mentioned below will be allowed as specified in the Land Use and Development Ordinance.

Under the Mineral Resource Overlay, the following uses, by zone, will be prohibited:

Zone	Prohibited Use
F-2	Single Family Dwelling
A-1	Churches
	Second farm dwelling
	Schools
	Additional farm dwellings
	Nonfarm dwellings
F-F	Churches
	Second farm dwelling
	Schools
	Additional farm dwellings
	Nonfarm dwellings

The following uses by zone, will require a conditional use permit:

Zone	Conditional Use
F-2	Public recreational facilities
	Water impoundments
	Private recreation facilities
A-1	Public utility facilities
	Solid waste disposal site
	Water impoundments
	Commercial activities in conjunction with farm use

	Private recreation facilities
	Public parks and playgrounds
	Golf courses
	Commercial utility facilities
	Personal use airport
	Boarding horses for profit
	Farm Dwellings
F-F	Placement of power generation facilities
	Kennels
	Public utility facilities
	water impoundments
	Commercial activities in conjunction with farm use
	Public parks and playgrounds
	Golf courses
	Commercial utility facilities
	Personal use airport
	Boarding horses for profit
	Private recreation facilities
	Solid waste disposal sites
	Farm Dwelling

Table 5.9 - Aggregate Inventory

Inv. #	Current Map/Tax Lot	Zone	Owner Name & Address	Former Map & Tax Lot	DOGAMI #	Application #	Goal 5
1	2N 11E 2 D 200	NSA	Hood River Sand & Gravel		33-0055	CUP 92-110	No
2	2N 11E 11 900	NSA	ODOT (Gove) 33-004-4	2N 11E 11 2800	33-0060		No
3	2N 11E 11 200	NSA	ODOT 33-001-4	2N 11E 11 200	33-0057		
	2N 11E 2 D 300	Mosier UGB	(Mosier Pit) Listed as reference	2N 11E 2 1300			
4	2N 11E 1 D 200	NSA	Hood River Sand & Gravel 2630 Old Columbia River Drive Hood River OR 97031	2N 11E 1 D 200	33-0076	CUP 92-136	No
5	2N 11E 13 600	F-2	Ken & Joan Hudson 1020 Mosier Creek Rd	2N 11E 3500			No
6	2N 11E 24 500	F-2	Mosier Creek Dev. 1234 P O Box 6039 Bellevue WA 98008	2N 11E 6001			No

7	2N 12E 19 1200	F-2	Tony Heldstab 2175 Mosier Creek Road Mosier OR 97040	2N 12E 19 600	33-0088	CUP 92-126 & 94-111	No
8	2N 12E 29 1800	F-2	Mosier Creek Dev. 1234 P O Box 6039 Bellevue WA 98008	2N 12E 9155			No
9	2N 11E 11 2700	NSA	Gayle Weisfield		33-0079	CUP 92-101 - <i>Exp. 1997</i>	No
10			Chenoweth Air Park				No
11	2N 13E 19 1600	NSA	Floyd Marsh P O Box 2 The Dalles OR 97058	2N 13E 19 100			No
12	2N 13E 19 600	A-1	W R & Margaret Pentecost 4900 Seven Mile Road The Dalles OR 97058	2N 13E 19 800			No
13	2N 12E 1300	NSA	Jim Ellett 5693 Chenoweth Road The Dalles OR 97058	2N 12E 24 12500	33-0056	CUP 90-124 & C90-0249 <i>Exp. 11-2000</i> CUP-00-125 & SPR-00-169	Yes
Inv. #	Current Map/Tax Lot	Zone	Owner Name & Address	Former Map & Tax Lot	DOGAMI #	Application #	
14	2N 12E 16 D 1900	RR-5	William Ringlbauer 2244 Dell Vista Drive The Dalles OR 97058	2N 12E 16 D 1700			No
15			Mayer State Park				No
16	2N 13E 17 B 200	SMA	US Forest Service 902 Wasco Ave Ste 200 Hood River OR 97031	2N 13E 17 1801			No
17	2N 13E 20 300	NSA	Wayne & Jana Webb P O Box 692 The Dalles OR 97058	2N 13E 20 1000 not shown on map	33-0064	CUP-98-122 - <i>Exp. 1-2000</i>	No
18			Gooseberry Springs - State of Oregon				No
19			Gooseberry Springs - State of Oregon				No
20			Dalles Dam - State of Oregon				No
21	2N 13E 20 700, 600	NSA	(Sun Pit) 1022 W 9th Street The Dalles OR 97058	2N 13E 20 600	33-0011 33-0083	CUP 91-101 & SPR 91-103	No
22	2N 15E 500	NSA	Celilo - State of Oregon	2N 15E 700			No
23	Fifteen Mile Road		County				No
24	2N 14E 25		Right of Way	2N 14E 25			No

25	2N 14E 1100	A-1	Jacob Kaser 4550 Fifteen Mile Road The Dalles OR 97058	2N 14E 1000			No
26	2N 14E 2200	A-1	Donna E. Ashbrook et al P O Box 158 Dufur OR 97021	2N 14E 28 2700	33-0014		No
27	2N 14E 33 500	A-1	Judith F. Bayley et al 6331 SW Radcliff St Portland OR 97219	2N 14E 33 400			No
28	2N 14E 2400	A-1	C Gard Fulton 3775 Fifteen Mile Rd. The Dalles OR 97058	2N 14E 33 3000	33-0023		No
29	1N 14E 300	A-1	Forest J. Hay	1N 14E 400			No
Inv. #	Current Map/Tax Lot	Zone	Owner Name & Address	Former Map & Tax Lot	DOGAMI #	Application #	Goal 5
			609 E 9th St The Dalles OR 97058				
30	1N 14E 2000	A-1	Sylvia Weimer 4100 Old Dufur Rd.	1N 14E 3500			Yes
31	1N 14E 2300	A-1	William & Sheli Markman/Wasco County 4785 Eight Mile Road The Dalles OR 97058	1N 14E 3300			No
32	1N 15E 3700	A-1	William & Carmen Eddins 1515 E 21st Street The Dalles OR 97058	1N 15E 3700			No
33	1N 14E 500	A-1	Cliff Baker (County?)	1N 14E 6700			No
34	1S 13E 1		County May Pit	1S 13E 1	33-0013		No
35	1S 14E 17 300	A-1	Miller Ranch Co. 1 NW Greenwood Ave. Bend OR 97701	1S 14E 3100			No
36	1S 14E 3000	A-1	Paul & Velma Limmeroth 2520 Ward Road The Dalles OR 97058	1S 14E 3401 Boyd			No
37	1S 14E 18 100	A-1	Miller Ranch Co. 1 NW Greenwood Ave. Bend OR 97701	1S 14E 18 100			No
38	1S 14E 3200	A-1	Mary Sylvester 3813 Faith Home Road Ceres CA 95307	1S 14E 3600			No
39	1S 14E 20		Dufur	1S 14E 20			No

40	2S 13E 35 100	A-1	William Neil 62883 US Hwy 197 Dufur OR 97021	2S 13E 100	33-0050		No
41	2S 13E 5000	A-1	ODOT Tygh Ridge 33-025-4	2S 13E 35 5200	33-0071		Yes
42	3S 13E 100	A-1	William & Masil Hulse P O Box 427 Dufur OR 97021	3S 13E 100			No
43	3S 13E 2300	A-1	Paul & Velma Limmeroth 2520 Ward Road	3S 13E 2500			No
Inv. #	Current Map/Tax Lot	Zone	Owner Name & Address	Former Map & Tax Lot	DOGAMI #	Application #	Goal 5
			The Dalles OR 97058				
44	3S 13E 2300	A-1	Paul & Velma Limmeroth 2520 Ward Road The Dalles OR 97058	3S 13E 2500			No
45	3S 13E 3200	A-1	Irl Jr. & Orlena Davis 45 N Eagle Pt Road Tygh Valley OR 97063	3S 13E 3400	33-0054	CUP 96-101	No
46	3S 13E 33 100	A-1	Robert & Meredith Lindell P O Box 217 Tygh Valley OR 97063	3S 13E 33 3500	33-0047		No
47	2N 11E 36 100	F-2	Berniece & Morris Schmidt 2855 Mosier Creek Road Mosier OR 97040	2N 11E 7600	33-0081		No
48	2N 12E 30 1100	F-2	Mosier Creek Dev. 1234 P O Box 6039 Bellevue WA 98008	2N 12E 9139	33-0088		No
49	2N 13E 31 B 600	RR	Whispering Pines Ranch Corp 612 Liberty The Dalles OR 97058	2N 13 31 600			No
50	1N 11E 25 100	F-2	Ketchum Ranch Inc 6282 Chenowith Road W The Dalles OR 97058	1N 11E 900			No
51	1N 13E 1300	A-1	John & Betty Skirving 2013 W Scenic Drive The Dalles OR 97058	1N 13 4490			No
52	1N 13E 32 200	A-1	Milton & June Martin 3560 Three Mile Road The Dalles OR 97058	1N 13E 5300			No
53	1N 13E 25 700	A-1	Arthur V Braun P O Box 498	1N 13E 25 2991	33-0082	CUP 90-113	No

			The Dalles OR 97058				
54	1N 15E 2900	A-1	Eldon F Emerson et al	1N 15E 28 2700			No
			6124 Roberts Market Road				
			The Dalles OR 97058				
Inv. #	Current Map/Tax Lot	Zone	Owner Name & Address	Former Map & Tax Lot	DOGAMI #	Application #	Goal 5
55	1S 15E 700	A-1	James Q Johnson	1S 15E 402			No
			6352 Roberts Market Road				
			The Dalles OR 97058				
56	1S 15E 2000	A-1	Iva J Kortge	1S 15E 1400			No
			338 West 21st				
			The Dalles OR 97058				
57	1S 15E 2600	A-1	Frederick & Peggy Clausen	1S 15E 1900			No
			Rt 2 Box 4				
			Dufur OR 97021				
58	2S 14E 1900	A-1	Martin & Beverly Underhill	2S 14E 1600			No
			P O Box 266				
			Dufur OR 97021				
59	2S 14E 2000	A-1	Martin & Beverly Underhill	2S 14E 1800			No
			P O Box 266				
			Dufur OR 97021				
60	2S 14E 2300	A-1	Robert & Nancy Hammel	2S 14E 2000			No
			62250 Tygh Ridge Road				
			Tygh Valley OR 97063				
61	1N 15E 2200	A-1	William & Barbara Hammel	1N 15E 21 2100			No
			7075 Fifteen Mile Road				
			The Dalles OR 97058				
62	1N 15E 2200	A-1	William & Barbara Hammel	1N 15E 2100			No
			7075 Fifteen Mile Road				
			The Dalles OR 97058				
63	1N 15E 2900	A-1	Eldon F Emerson et al	1N 15E 20 2700			No
			6124 Roberts Market Road				
			The Dalles OR 97058				
64	1S 14E 4500	A-1	Lucie Underhill Life Estate	1S 14E 4900			No
			85429 Easton Canyon Road				
			Dufur OR 97021				
64	1S 14E 4500	A-1	Clara A. O'Brien	1S 14E 4900			No
			2867 Breckenridge NW	Duplicate			
			Salem OR 97304				
Inv. #	Current Map/Tax Lot	Zone	Owner Name & Address	Former Map & Tax Lot	DOGAMI #	Application #	Goal 5

65	1S 14E 5100	A-1	W C Hanna Estate US Nat'l Bank Trust Dept P O Box 3168 Portland OR 97208	1S 14E 31 5600			No
66	1S 14E 2800	A-1	Daniel Bolton P O Box 731 Dufur OR 97021	1S 14E 1900			No
68	2N 12E 4 1100 2N 12E 5 100	NSA	Wasco County	2N 12E 4/5			No
70	2S 12E 1700	A-1	Sharon L. Sorensen Rt 1 Box 180 Dufur OR 97021	2S 12E 12 3000			No
71	2S 12E 5100	A-1	Martin & Beverly Underhill P O Box 266 Dufur OR 97021	2S 12E 23 5700			No
72	3S 12E 3	A-1	Wasco County 511 Washington St. The Dalles OR 97058	3S 12E 3			No
73	3S 12E 25 300	A-1	Russell & Wanda Sinclair Rt 1 Box 79 Tygh Valley OR 97063	3S 12E 25 3700			No
74	2S 13E 5200	A-1	Keith & Mary Smith 60538 Dufur Gap Rd. Dufur OR 97021	2S 13E 32 4900			No
75	4S 13E 12 2800	A-1	Fred & Maxine Ashley/Tygh Valley Sand & Gravel	4S 13E 12 6800	33-0015		No
76	3S 13E 3800	A-1	Roger T. Justesen/Betty Nelson P O Box 96 Grass Valley OR 97029	3S 13E 31 4000	33-0051	Cancelled 1976	No
77	4S 13E 10	A-1	Wasco County	4S 13E 10			No
78	4S 12E 2700	A-1	Keith & Kathleen Obermaier P O Box 3497 Pojaque Santa Fe NM 87501	4S 12E 17 5000 Formerly Cody Logging	33-0048		No
79	4S 13E 7100	A-1	Erma C. Gutzler	4S 13E 31 10800			No
Inv. #	Current Map/Tax Lot	Zone	Owner Name & Address	Former Map & Tax Lot	DOGAMI #	Application #	Goal 5
			Rt 1 Box 120 Maupin OR 97037				
80	5S 12E 2 400	A-1	Lora M Hachler Rt 1 Box 408 Maupin OR 97037	5S 12E 2 400			No

81	5S 12E 800	A-1	Wasco County 511 Washington St. The Dalles OR 97058	5S 12E 4 800			No
82	5S 12E 2300	A-1	Milton & Mae McCorkle Life Estate Rt 1 Box 412 Maupin OR 97037	5S 12E 12 2100			No
83	5S 13E 1400	A-1	Eugene H. Walters Rt 1 Box 86 Maupin OR 97037	5S 13E 6 1400			No
84	5S 13E 6300	A-1	Lyle & Lorraine Gabel Rt 1 Box 110 Maupin OR 97037	5S 13E 28 5200			No
85	5S 12E 7100	A-1	Allan & Cristina Blake Rt 1 Box 60A Maupin OR 97037	5S 12E 35 5400			No
86	5S 11E 5100	A-1	Wasco County	5S 11E 35 4802	33-0074		No
87	6S 11E 9	A-1	Woodside	6S 11E 9			No
88	4S 13E 11 100 4S 13E 0 7200	A-1	Robert Ashley	4S 13E 11 100 4S 13 E 0 2700		CPA-01-101 CUP-01-112	No
101	Site Not Identified		Port of The Dalles				
102	Site Not Identified		Interpretative Center Site				
150	4S 14E 33	A-1	Connolly	4S 14E 33			No
151	4S 14E 2700	A-1	Connolly Land & Livestock Inc. 412 W. 4th St. The Dalles OR 97058	4S 14E 25 2400	33-0093	CUP 93-110	No
152	4S 15E 800	A-1	Lee & Ruth Lindley Box 64 Maupin OR 97037	4S 15E 30 800			No
Inv. #	Current Map/Tax Lot	Zone	Owner Name & Address	Former Map & Tax Lot	DOGAMI #	Application #	Goal 5
153	4S 15E 1000	A-1	USA Bureau of Land Management	4S 15E 30 1200			No
154	5S 16E 2000	A-1	Lonny & Pamela Brown (County Lease) 18233 W Wintergreen Lane Bremerton WA 98312	5S 16E 20 2200			No
155	5S 16E 3300	A-1	Janis Lee Snodgrass % Lonny D. & Pamela A. Brown 18233 W Wintergreen Lane Bremerton WA 98312	5S 16E 32 3300			No
156	5S 16E 3400	A-1	Warnock Ranches Inc. Rt 1 Box 16	5S 16E 32 2401			No

			Baker OR 97814				
157	6S 19E 900	A-1	Warnock Ranches Inc. Rt 1 Box 16 Baker OR 97814	6S 16E 5 106			No
158	6S 16E 900	A-1	Warnock Ranches Inc. Rt 1 Box 16 Baker OR 97814	6S 16E 5 106			No
159	6S 16E 2100	A-1	ODOT Bakeoven Quarry 33-051-4	6S 16E 21 101	33-0017	PR-94-102	No
160	7S 17E 31 1700	A-1	Richard & Betty Baker P O Box 136 Antelope OR 97001	7S 17E 31 1990	33-0032		No
161	8S 17E 600	A-1	Donald & Marjorie Gomes (County owned) P O Box 70 Antelope OR 97001	8S 17E 4 692			No
162	8S 17E 1400	A-1	Wilton & Francis Dickson 604 NE Loucks Road Madras OR 97741	8S 17E 14 1500			No
163	8S 16E 4300	A-1	McNamee Ranches P O Box 50 Antelope OR 97001	8S 16E 36 3400			No
164	8S 17E 2000	A-1	Herbert & Faye McKay P O Box 5 Antelope OR 97001	8S 17E 35 2100			NO
Inv. #	Current Map/Tax Lot	Zone	Owner Name & Address	Former Map & Tax Lot	DOGAMI #	Application #	Goal 5
165	8S 18E 900	A-1	Washington Corp. P O Box 3027 Pasco WA 99302	8S 18E 34 800			No
166	8S 19E 1600	A-1	USA Bureau of Land Management	8S 19E 31 1900			No
167	8S 14E 1400	A-1	Ned Darling 5618 SE Taylor Portland OR 97215	8S 14E 13 101			No
168	8S 14E 2200	A-1	Bureau of Land Management	8S 14E 21 1900			No
169	7S 14E 3100	A-1	Ned Darling 5618 SE Taylor Portland OR 97215	7S 14E 32 3000			No
170	5S 12E 0 8500, 6S 12E 0 1300	A-1	Richard Dodge			PLAQJR-10-10-0005, 4/15/2011	No
171	7S 15E 0 600	A-1	J. Arlie Bryant Inc. (Hagen)			PLACUP-15-01-0001, 6/12/2015	Yes
172	6S 17E 0 2200, 2400	A-1	Jon Justesen			PLACUP-15-01-0002,	Yes

						6/12/2015	
173	5S 16E 0 3600	A-1	J. Arlie Bryant Inc. (Carver)			PLACUP-15-02-0003, 6/12/2015	Yes
174	3S 13E 0 4000	A-1	Jack Stevens		33-0051	CUP-06-112, CPA-06-102	No
200	4S 14E 3700	A-1	USA Bureau of Land Management	4S 14E 33 3800			No
201	5S 14E 35 C 400	A-1	ODOT Maupin Pit 33-036-4	5S 14E 35 4400	33-0004		Yes
202	6S 14E 300	A-1	Criterion Interest Inc. 122 E Stonewall Charlotte NC 28202-1889	6S 14E 11 100			Yes
203	7S 14E 200	A-1	ODOT Criterion 33-038-4	7S 14E 12 1200	33-0078		Yes
204	6S 17E 3 400	A-1	ODOT 33-049-4 County Line Quarry	6S 17E 3 500	33-0102		Yes
205	6S 17E 0 2000	A-1	State Highway Dept	5S 17E 16 ?			No
206	6S 17E 2300	A-1	ODOT 33-050-4 Hinton Quarry	6S 17E 19 1800	33-0100		Yes
208	7S 16E 1300	A-1	ODOT Identifier 33-053-4	7S 16E 6 1000	33-0024		Yes
209	7S 15E 1600	A-1	ODOT 33-059-4 Garbage Pit	7S 15E 22 1600	33-0097		Yes
Inv. #	Current Map/Tax Lot	Zone	Owner Name & Address	Former Map & Tax Lot	DOGAMI #	Application #	Goal 5
211	8S 15E 2200	A-1	Charles & Betty Johnson Gateway Star Route Box 465 Madras OR 97741	8S 15E 22 1701			No
212	8S 15E 2000	A-1	Charles & Betty Johnson Gateway Star Route Box 465 Madras OR 97741	8S 15E 27/28 1701			No
213	8S 15E 26 3500	A-1	Annan & Marla Priday HC 62, Box 462 Madras OR 97741	8S 15E 26 2900	33-0094	CPA 96-101 Goal 5	Yes
214	7S 17E 1600	A-1	ODOT Shaniko 33-062-4	7S 17E 20 2000	33-0065		Yes
215	8S 18E 600	A-1	ODOT 33-064-4	8S 18E 6 501			Yes
216	8S 18E 4 400	A-1	ODOT 33-065-4 Antelope Rock Product	8S 18E 4 400	33-0069		Yes
217	5S 12E 8500		Richard Dodge	5S 12E 33 7200	33-0080	CUP 87-104 Added 3/93	No
218	4S 12E 2800	A-1	Metzentine Quarry	4S 12E 17 1900	33-0086	CUP 91-102 Added 3/93	No
219	2N 11E 900		Dan Van Vactor ODOT 33-002 Rock Creek Quarry	2N 11E 2 900			No
220	2N 13E 20 800		ODOT 33-007 Shooting Range Quarry	2N 13E 20 800			No
221	2N 13E 500		ODOT 33-008	2N 13E 20/21 500			No
222	1S 14E 3300		ODOT 33-021 Boyd Quarry	1S 14E 20 3700			No
223	3S 13E 33 200		ODOT 33-028-4 Butler Canyon Quarry	3S 13E 33 4100	33-0062		No

224	5S 14E 6 200		ODOT 33-032 Maupin Maintenance Yard	5S 14E 6 200			No
225	7S 15E 2000		ODOT 33-039 Filler Pit	7S 15E 29 2100			Yes
226	8S 15E 2000		ODOT 33-040	8S 15E 15			Yes
227	8S 15E 3100		ODOT 33-041 Cow Canyon Quarry	8S 15E 22 2800	33-0075		Yes
228	5S 11E 36 1600		ODOT 33-045-4 Pine Grove Quarry	5S 11E 36 5300	33-0074		Yes
229	5S 12E 30B 100		ODOT	5S 12E 30 200			Yes
230	6S 12E 2 700		ODOT 33-048-4 Paquet Gulch Quarry	6S 12E 2 300	33-0101		Yes
231	7S 17E 600		Shaniko Ranch		33-0092	CUP 93-106	No
Inv. #	Current Map/Tax Lot	Zone	Owner Name & Address	Former Map & Tax Lot	DOGAMI #	Application #	Goal 5
232	1N 13E 27/28 1000		Phetteplace		33-0098	CUP 98-113 & CPA 98-103	No
233	6S 17E 2400		Jon Justesen		33-0072	CUP 99-105	No
234	1N 13E 0 2900		Elmer Wilson		33-0096	CUP 94-135	No
235	2N 12E 2000		Tingue		33-0064 & 33-0081	CUP 90-107	No
other -	Co. Road Depts Sites						
625	1S 13E 39 102		Dufur County Pit	1S 13E 36 102			No
649	4S 12E 36 7400		Kennedy Pit	4S 12E 36 7400			No
673	8S 14E 13 101		South Junction Pit	8S 14E 13 101 a portion			No
713	5S 11E 35 4802		Kelly Springs	5S 11E 35 4802			No
790	2S 14E 33 2900		Hilgen Pit	2S 13E 33 2900 a portion of			No
800	8S 17E 4 500		Helyer Pit	8S 17 4 500			No
833	3S 12E 3 1101		Schindler Pit	3S 12E 3 1101			No
850	2S 12E 12 3000		West Pit	2S 12E 12 3000			No
870	3S 12E 25 3800 & 1102		Shadybrook Pit	3S 12E 25 1102			No
871	2N 12E/13E 19 & 24 1000	NSA	Harvey Pit	2N 12E 1000	33-0009		Yes
872	2S 13E 0 (34,35) 4400, 4900		(Mike) Filbin Pit		33-0099	CUP-99-102	No

Historic Resources

Table 5.11-Historic, Cultural and Archaeological Inventory

Site Number	Site Name	Location	Description	Date of Construction	Notes
1	Oregon Trail		Road/ Archaeological Site		Historic Oregon Trail Route. This east-west route was the highway to the Northwest that ended in The Dalles.
2	Barlow Road and Cut off Road		Road/ Archaeological Site	1845-1846	This was the alternate route to the Willamette Valley from the east. The former route was the Columbia River. The road was built in 1845-6 by Samuel K Barlow.
3	The Dalles Military Wagon Road	4S 12E 1 301	Road/ Archaeological Site		This was the main military road to the interior Oregon from Fort Dalles.
4	Jonah H. Mosier Sawmill Site	2N 11E 1	Cultural site	1854	Mosier sawmill established to supply The Dalles with lumber, was the first settlement of the City of Mosier.
5	Lower Fivemile School	1N 14E 2000		1890	Historic school, also known as the Benson School.
6	Mt. Hood Flat School	1S 13E 21 400		1890	Originally Dutch Flat School (1890), then called Fairview (1901), finally Mount Hood Flat (1910), it was declared abandoned in 1954 and property became private.
7	Lower Eightmile School	1N 14E 32 400		1904	Established in 1904, the school dated back to 1860 and was also used by Mt. View Grange.
8	Mill Creek Grange	1N 12E 14		1920	Historic grange hall.
9	Wolf Run Community Hall	1S 12E 14		1913	Wolf Run School operated from 1913-1939 and was named after wolves that roamed the area.
10	Center Ridge School	2S 15E 0 800		1890	Historic school, in the 1940s it consolidated with Dufur School District.
11	Columbia Hall	1N 15E 0 1200		1906	Was used as a school until moved to the current site where it was as a Farmers Union Hall.
12	Bear Springs Camp Shelter	5S 10E 0 100			Owned by the US Forest Service. Occupied during the first enrollment period by Company 616, a company of junior enrollees from Chicago.
13	Wapinitia School/Gym	5S 12E 25B 200		1878	Wapinitia, meaning "running water", references a nearby creek. The school operated from 1878 to 1946. The town of Wapinitia also had two churches, two stores, a hotel and a blacksmith. The school district eventually merged with Maupin.
14	White River Dam	4S 14E 0 1800		1910	Now a State Park, the White River Falls was the site of a historic

					hydroelectric power plant that supplied power to Wasco and Sherman Counties from 1910 until completion of The Dalles Dam in 1960.
15	Old White River Station Camp	4S 11E 0 100			Owned by the US Forest Service this campsite was used in the pioneer days.
16	Pine Grove School	5S 11E 25B 600		1890	Historic school was consolidated with other schools in the late 1940s.
17	Jersey School	8S 14E 0 2300		1894	A historic school close to the Deschutes River, it was abandoned in 1954.
18	Lower Antelope School	8S 16E 0 800		1890	Historic school that was part of a joint district with Jefferson County.
19	Fivemile Rapids				Site not identified on GIS to protect cultural resources
20	Memaloose Island		Cultural Site		Lewis and Clark called it "Sepulchar Island".
21	Abbott site	5S 12E 0 5000			Near Wapinitia
22	Celilo Falls	2N 15E 20 400	Cultural site	1958	Falls were flooded in 1957 with the construction of the Dam. Park was developed by the Army Corp of Engineers to commemorate the Falls.
23	Black Walnut	2s 13E 18 1600	Black walnut tree with approx. 7' diameter	c. 1860	Record Size. Part of the Nickalson P. O'Brien homestead from 1890s. Black walnut trees, not native to Oregon, were reportedly brought west by Oregon Trail pioneers.
24	Old Fashioned Yellow Rose	4S 13E 24	Large Old-Fashioned Yellow Rosebush	c. 1910	Rose was inside the Fairview School yard. Highway was widened on part of the original school yards.
25	Ox Yoke Monument	2N 14E 25 400	Monument	1936	Built as an Oregon Trail marker by Isaac Remington. Constructed from cement mixed by hand in his wheelbarrow when Remington was aged 76.
26	Seufert Viaduct	2N 14E 31	Bridge	1920	Named for former train station which, in turn, was named for two pioneer brothers who moved to Oregon in the early 1880s. Designed by CB McCullough and constructed by the State Highway Department. Built under contract in 1920 by the Colonial Building Company.
27	BNRR Bridge	2N 15E 20	Railroad Bridge	1912	Historic link between Oregon and Washington. The bridge was built entirely on dry land on the rocks in the river during low water.
28	Dalles Canyon City Road Bridge	2S 14E 9 700	Bridge	1923	Constructed by Alfonso Pizzolato to eliminate water problems created by Dry Creek. One of few cut stone bridges in Wasco County.
29	Upper White River Canyon Grade	5S 12E 4, 5, 8, 9	Road	1910	Road was built as a short cut between Juniper Flats and Smock Prairie. Valuable as recreation and scenic road.
30	Hinton House	5S 16E 26 2900	Dwelling	1900-1915	Built for R.R. Hinton and family.
31	Nansene House and Post Office	2S 14E 9 701	Hotel/Stage Coach Stop	1874	Nansene, the Native-American name for Fifteenmile Creek, was an early stage coach stop and post office. It served as a stage coach stop (started in 1874) and post office (1880 to 1904). Credited with being one of the few remaining stagecoach stops in Oregon.
32	Mark O. Mayer House	2N 12E 6 401	Residence	1910	Mark O. Mayer constructed the house in 1910 as a country home. Mayer, from Portland, built the road from Mosier to his house. The road later

					became part of the Columbia River Highway. He named the house Mayerdale. Its an excellent example of Colonial Revival style.
33	Friend Store, Post Office and Real Estate Office	2S 12E 35 100	Commerce/Government	1912	The post office was opened in 1903. The small building was constructed in 1924 by Fred Buskuhl as a real estate office during the boom time for Friend between 1912-1924.
35	Wapinitia Hotel	5S 12E 26 5000	Multiple dwelling	1915	Barzee Hotel, built in 1915 by Earl Barzee. The hotel/rooming house was very popular in the 1920s when the Wapinitia cut-off highway was being constructed with highway engineers and workers. It was also a popular place for local teachers to board. The Wapinitia Hotel operated until the 1940s.
36	OWRR&N Railroad Section House	5S 14E 5 700	Multiple dwelling	1910	Affiliated with the east site of the Deschutes River and the railroad.
37	Round Barn	1N 13E 10AB 7200	Barn	1932	Built for a poultry business for Howard McNeal. In 1964, the barn was remodeled for use by a local theater group and called "The Round Barn." The group was asked to vacate the barn in 1973, and reverted to farm use. It is one of the few remaining round barns in Wasco County.
38	Smock Prairie School	4S 12E 32 8500	School	1906	The district merged with Wamic in 1958.
39	Friend School	3S 12E 2 800	School	1909-1910	Operated as a school until the late 1930s.
40	Petersburg School	2N 14E 33 3001	School	1860s	Built by William Floyd circa 1860s. Originally called the Floyd School. In 1904, name changed to Roosevelt School until 1908 when it was renamed Petersburg School after the nearby Great Southern Railroad station of the same name. The school was vacated in 1954 when a new school was built.
41	Fairbanks School	2N 15E 31 600	School	1912	Served as a school between 1912-1928. From 1954-1982, the building was leased to the Ten-Mile Saddle Club.
42	Clarno School	7S 19E 32 1200	School	1914	Had an average of 10-16 pupils who were rancher children between Clarno and Pine Creek (Wheeler County). The last class graduated in 1937 with two students.
43	Imperial Stock Ranch Headquarters Complex	5S 16E 26 2900	Historic District	1871-1915	Historic District, for much of its history was the largest individually owned land and livestock holding in Oregon.
44	Mosier Mounds		Archaeological resource		Site not identified on GIS to protect cultural resources

Open Space

During the 1983 Comprehensive Plan planning process, a list of open spaces to be preserved and protected were developed and subsequently listed in the Findings and Recommendations Chapter. Table 5.13 summarizes that information.

Table 5.13 – Open Space Resources in Wasco County

Open Space Resource	Details	Conflicting Uses
Agricultural and forest lands	Lands are protected through low density and conditional uses for non-resource related development	Residential uses
Columbia Gorge	Formerly protected by an Environmental Protection Zone, now protected via the National Scenic Area,	Non-resource uses
Deschutes and John Day Rivers	Protected by the State Scenic Rivers Act and EPD 7	Non-resource uses
The White River	Designated natural area by the Nature Conservancy and Wasco County, Federally Designated Wild and Scenic River.	Non-resource uses
The Dalles and Dufur Watersheds	Zoned F-1 to limit conflicting uses	Residential uses

Scenic Views and Sites

Table 5.14-Wasco County Designated Scenic Areas

Route No	Hwy	From MP & Location	To MP & Location	Remarks
US I-80 N	2	67.72 – Hood River/Wasco County Line 70.63 – E City Limits of Mosier 87.85 - .06 E of E City Limits of The Dalles 96.70 - .25 W of Jct Celilo-Wasco Hwy	69.62 – W City Limits of Mosier 79.70 – 1.08 W of Tayler Frantz Rd 0-Xing 96.70 - .25 W of Jct Celilo-Wascy Hwy 99.85 – Wasco/Sherman County Line	660’ Both Sides 660’ Both Sides 660’ Both Sides Within View
US 97	4	2.00 - .16 S of 0-Xing, Equipment Pass 22.42 - .06 N of Tygh Ridge Summit 47.00 - .14 N of City Limits of Maupin	11.00 - .14 S of Starveout Road 43.83 - .13 N of W City Limits of Maupin 50.00 – 2.58 S of S City Limits of Maupin	Within View Within View Within View
US 197/US 97	4	59.00 – 1.07 S of Criterion	74.26 – Wasco/Jefferson County Line	660’ Both Sides
US 97	42	48.81 – Sherman/Wasco County Line 56.72 – W City Limits of Shaniko	56.04 – N City Limits of Shaniko 68.66 – Jct The Dalles-California Hwy	Within View Within View
ORE 216	44	0.00 – Jct Warm Springs Highway	26.17 – Jct The Dalles-California Hwy	Within View
US 26	53	62.15 – Clackamas/Wasco County Line	77.99 - .11 W of Willow Creek	660’ Both Sides
ORE 216	290	6.00 - .45 W of Winter Water Creek	8.30 – Wasco/Sherman County Line	660’ Both Sides
ORE 218	291	0.56 – S City Limits of Shaniko 8.24 – E City Limits of Antelope	7.31 – N City Limits of Antelope 23.07 – Wasco/Wheeler County Line	660’ Both Sides 660’ Both Sides
US 30	292	2.00 - .91 E of City Limits of Mosier	13.00 - .73 W of Taylor – Frantz Road	660’ Both Sides

Figure 5.14a - Wasco County Outstanding Scenic and Recreational Areas

Columbia River Gorge: Includes area defined by the Columbia River Gorge Commission and O.R.S. 390.460.

Deschutes River: Areas within the river canyon that can be seen from the Deschutes River or lands designated under the State Scenic Rivers Act. This is a potential Federal Wild and Scenic River.

John Day River: Land seen from the river within the river canyon, or lands designated under the State Scenic Rivers Act. This river is under study for inclusion as a Federal Wild and Scenic River.

Rock Creek Reservoir: Includes land adjacent to the reservoir.

Pine Hollow Lake: Includes land adjacent to the lake.

White River: Lands within the River Canyon, or lands within approximately 4 mile of the river.



PLANNING DEPARTMENT

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FILE #: 921-19-000125

REQUEST: Legislative Request to Amend the Comprehensive Plan, Chapter 11 and 13
DECISION:

Attachments:

- A. Wasco County Comprehensive Plan Chapter 11 and 13 Overview
- B. Drafts of Proposed Chapters 11 and 13 of Wasco County 2040 (Comprehensive Plan) with notes

File Number: 921-19-000125

Request: Amend the Wasco County Comprehensive Plan
1. Change the format to align with Statewide Land Use Planning Goals
2. Develop Goals 11 and 13 into Wasco County 2040 format (Chapters 11 & 13), make any general amendments reflecting current planning practice.

Prepared by: Kelly Howsley Glover, Long Range Planner

Prepared for: Wasco County Planning Commission

Applicant: Wasco County Planning Department

Staff Recommendation: Recommend the Wasco County Planning Commission recommend adoption of the proposed amendments of the Wasco County Comprehensive Plan to the Wasco County Board of Commissioners.

Planning Commission

Hearing Date: November 5, 2019

Procedure Type: Legislative

Attachments: Attachment A: Wasco County Comprehensive Plan Chapter 11 and 13 Overview
Attachment B: Drafts of Proposed Chapter 11 and 13 of Wasco County 2040 (Comprehensive Plan)

I. APPLICABLE CRITERIA

- A. Wasco County Comprehensive Plan Chapter 11: Revisions Process
 - 1. Section B: Form of Comprehensive Plan Amendment
 - 2. Section C: Who May Apply for a Plan revision
 - 3. Section D: Legislative Revisions
 - 4. Section H: General Criteria
 - 5. Section I: Transportation Planning Rule Compliance
 - 6. Section J: Procedure for the Amendment process
- B. Oregon Administrative Rules 660-025: Periodic Review

II. SUBMITTED COMMENTS

As of the date of this document, Wasco County Planning Department has received no comments about the proposed revisions.

III. PUBLIC INVOLVEMENT

In addition to the public hearings required by this legislative process to allow for public testimony and the ability to provide written comment, Wasco County has included the following additional measures to ensure the process is open to the public:

A. Newspaper Notifications

Open House September 19, 2019

Public notice for an Open House was published in *The Dalles Chronicle* on September 11, 2019.

Citizen Advisory Group Work Session October 1, 2019:

Public notice for a Citizen Advisory Group meeting was published in *The Dalles Chronicle* on September 11, 2019, more than 20 days prior to the October 1st work session.

Planning Commission Hearing November 5, 2019:

Public notice for a Planning Commission hearing was published in *The Dalles Chronicle* on October 16, 2019, more than 20 days prior to the November 5th hearing.

B. Information Available on Website

The information regarding the proposed amendments was placed on the Wasco County Planning Department Website¹ on September 24, 2019. If updates are made following each hearing, the webpage will be updated to reflect such changes. At the time of publication of this document, the following information was made available to the public:

- A listing of hearing dates, times and locations
- Drafts of the proposed amendments
- Staff report describing the process and proposed changes
- A way to submit comments and concerns

¹ <http://co.wasco.or.us/departments/planning/index.php>

In addition, the Wasco County Comprehensive Plan website² has included several posts that have included the time and date of meetings and discussion of proposed topics. This website has 28 subscribers that receive notification of new content, and is also promoted on the Planning Department's social media channels which have 228 followers.

C. Notification to Partners

An email notification of proposed amendments, progress on Periodic Review, and the legislative hearing was sent to the Periodic Review Assistance team and other Citizen Advisory Group identified stakeholders on September 24, 2019. The notification included links to the staff report, proposed amendments, and the opportunity to comment.

D. Notification to Community Notification List

During the Wasco County 2040 initial outreach phase, a public email notification list was assembled. Members of the public continue to have the opportunity to sign up for this list at any time on the project website³ or in person at any of the public hearings, work sessions or other events. They can also request to be put on the list via email, telephone, or in the Planning Department Office. Currently this list includes 102 interested parties from the community.

An email notification of proposed amendments, progress on Periodic Review, and the legislative hearing was sent to this notification list on September 12, 2019. The notification included links to the proposed amendments, and information on how to provide comment.

E. Other Public Outreach

In addition to the public meetings, social media content helped to promote engagement with the work tasks and solicit additional input. Any comments, or other feedback were compiled and analyzed by staff and used to inform the development of the new policy and implementation strategies.

IV. FINDINGS

A. Wasco County Comprehensive Plan Criteria

1. Chapter 11 - Revisions Process

- a. Section B – Form of Comprehensive Plan Amendment**
Amendments to the Comprehensive Plan include many forms and can either be legislative or quasi-judicial.

FINDING: The request is for a legislative text amendment to policies and the format for Goal 11 and 13 (Chapter 11 and 13) of the Comprehensive Plan. This is not a part of the Voluntary Periodic Review work plan, but is submitted to make the Comprehensive Plan formatting and policies/implementation consistent. Amendments include reformatting and edits to existing policy and implementation, as well

² www.Wasco2040.com

³ <https://wasco2040.com/contact/>

as the addition of some new content including historical perspective, overview, and findings and references. The main goal of the work task is to ensure the policies and implementations are consistent with other Goals and current staff practice.

b. Section C – Who May Apply for a Plan revision

2. Planning Commission by majority vote confirmed by the Wasco County Governing Body. (Legislative)

FINDING: The Wasco County Board of Commissioners is the Wasco County Governing Body, and has authorized the Wasco County Planning Department to pursue Voluntary Periodic Review (VPR) to update the Wasco County Comprehensive Plan. The Board sent a letter to the Land Conservation and Development Commission supporting VPR on September 29, 2016.

c. Section D – Legislative Revisions

Legislative revisions include land use changes that have widespread and significant impact beyond the immediate area such as quantitative changes producing large volumes of traffic; a qualitative change in the character of the land use itself, such as conversion of residential to industrial use; or a spatial change that affects large areas or much different ownership. The Planning Commission and County Governing Body shall evaluate the plan as often as necessary to meet changes in the social, economic, or environmental character of Wasco County.

FINDING: The proposed text amendments to policies and format of the Comprehensive Plan are applicable to all properties governed by the Wasco County Comprehensive Plan and therefore the proposal is a legislative revision. The proposed amendments are part of a larger Periodic Review process approved by the Planning Commission, Board of County Commissioners, Department of Land Conservation and Development and the Land Conservation and Development Commission. To be accepted for periodic review, staff prepared extensive justification demonstrating the need for amendments to the Comprehensive Plan as a result of changes in the social, economic and environmental character of Wasco County.

d. Section H – General Criteria

The following are general criteria which must be considered before approval of an amendment to the Comprehensive Plan is given:

- 1). Compliance with the statewide land use goal as provided by Chapter 15 or further amended by the Land Conservation and Development Commission, where applicable.***
- 2). Substantial proof that such change shall not be detrimental to the spirit and intent of such goals.***
- 3). A mistake in the original comprehensive plan or change in the character of the neighborhood can be demonstrated.***

4). Factors which relate to the public need for healthful, safe and aesthetic surroundings and conditions.

5). Proof of change in the inventories originally developed.

6). Revisions shall be based on special studies or other information which will serve as the factual basis to support the change. The public need and justification for the particular change must be established.

FINDING: Proposed changes to Chapters 11 and 13 are largely format driven. The goal of the updates to these chapters is to ensure clarity and consistency for future use.

Chapter 11 amendments, beyond formatting and additional content in support of policies and implementation measures, consists of removing several implementation measures that are not relevant to current planning practice or providing clarity on key partners that implement aspects of public facilities and services, like public health. These revisions are meant to give community members and staff a nexus to rules and regulations, resources for further research, and clarity around current planning practice. This is by in large to strengthen the connection between the implementing ordinance, Land Use and Development Ordinance (LUDO), and the Comprehensive Plan.

For Chapter 11, no inventories are being modified. Proposed amendments do not reflect a mistake, but rather the passage of time and development of the Statewide Land Use Planning Program. Clarifying roles and responsibilities support the overall Goal 11 of planning and developing “a timely, orderly and efficient arrangement of public facilities and services to serve as a framework” for development. It also reflects the rule’s requirement that plans “assign respective implementation roles and responsibilities to those governmental bodies operating in the planning area and having interests in carrying out the goal”.

As such, these changes are not detrimental to the spirit and intent of Goal 11 or the Statewide Land Use Planning program. They are necessary to ensure for Goal 1, Citizen Involvement, by providing clear and accurate information to citizens. They also support continuing development of rural areas with healthful, safe, and aesthetic conditions.

Chapter 13, similar to Chapter 11, has been modified to reflect the new Comprehensive Plan standard formatting and include additional context and information that can guide members of the public to understand Wasco County land use planning. This Chapter was by in large modified in 2009 during updates to the LUDO on Energy Facilities. As such, the proposed amendments are minor and consist of minor corrections.

In addition to corrections and format changes, staff is also proposing the addition of a new policy and implementation measures that easily cross references Goal 5 requirements with respect to energy facilities. This is to ensure staff and future applicants are aware of the requirements for treating proposed and approved energy sites as significant resources.

The main purpose of these amendments for Chapter 13 is to make the Comprehensive Plan as up to date and transparent as possible for future use. These changes are necessary to ensure for Goal 1 and Goal 5, and consistent with Goal 13. Staff finds these proposed amendments are not detrimental to the spirit and intent of Goal 13.

e. Section I- Transportation Planning Rule Compliance

1). Review of Applications for Effect on Transportation Facilities – A proposed zone change or land use regulation change, whether initiated by the County or by a private interest, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with Oregon Administrative Rule (OAR) 660-012-0060 (the Transportation Planning Rule – “TPR”). “Significant” means the proposal would:

a). Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);

b). Change standards implementing a functional classification system; or

c). As measured at the end of the planning period identified in the adopted transportation system plan:

(1) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;

(2) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP; or

(3) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or Comprehensive Plan.

FINDING: The proposed updates will not change the functional classification of an existing or planned transportation facility, change standards implementing a functional classification system or allow uses or development resulting in impacts to the transportation system.

f. Section J – Procedure for the Amendment Process

1. A petition must be filed with the Planning Offices on forms prescribed by the Director of Planning.

2. Notice of a proposed revision within, or to, the urban growth boundary will be given to the appropriate city at least thirty (30) days before the County public hearing.

3. Notification of Hearing:

(1) Notices of public hearings shall summarize the issues in an understandable and meaningful manner.

- (2) Notice of a legislative or judicial public hearing shall be given as prescribed in ORS 215.503. In any event, notice shall be given by publishing notice in newspapers of general circulation at least twenty (20) days, but not more than forty (40) days, prior to the date of the hearing.**
- (3) A quorum of the Planning Commission must be present before a public hearing can be held. If the majority of the County Planning Commission present cannot agree on a proposed change, the Commission will hold another public hearing in an attempt to resolve the difference or send the proposed change to the County Governing Body with no recommendation.**
- (4) After the public hearing, the Planning Commission shall recommend to the County Governing Body that the revision be granted or denied, and the facts and reasons supporting their decision. In all cases the Planning Commission shall enter findings based on the record before it to justify the decision. If the Planning Commission sends the proposed change with no recommendation, the findings shall reflect those items agreed upon and those items not agreed upon that resulted in no recommendation.**
- (5) Upon receiving the Planning Commission's recommendation, the County Governing Body shall take such action as they deem appropriate. The County Governing Body may or may not hold a public hearing. In no event shall the County Governing Body approve the amendment until at least twenty (20) days have passed since the mailing of the recommendation to parties.**

FINDING: The Planning Department and the Planning Commission sought approval to revise the Comprehensive Plan through the Board of County Commissioners and the State Department of Land Conservation and Development (DLCD). DLCD approved Wasco County for Periodic Review on February 20, 2018.

The Periodic Review does not involve a modification or amendment to any of the urban growth boundaries and therefore no notices to Cities are required. Planning staff has contacted incorporated cities within Wasco County to solicit ongoing feedback and participation in Wasco County 2040.

Notices for all amendments are occurring in accordance with ORS 215.503. Section III of the staff report, above, details all the public noticing issued for this Periodic Review work task.

A quorum for this hearing was present to deliberate. By a vote of ___ to ___ the Planning Commission voted to recommend approval of the amendments to Chapters 11 and 13 to the Board of County Commissioners. The first hearing by the Board of County Commissioners will be held on December 6, 2019, 34 days following this hearing.

Oregon Administrative Rule 660-025: Periodic Review

Oregon Administrative Rule 660-0010: Purpose

The purpose of this division is to carry out the state policy outlined in ORS 197.010 and 197.628. This division is intended to implement provisions of ORS 197.626 through 197.651. The purpose for periodic review is to ensure that comprehensive plans and land use regulations remain in compliance with the statewide planning goals adopted pursuant to ORS 197.230, the commission's rules and applicable land use statutes. Periodic review also is intended to ensure that local government plans and regulations make adequate provision for economic development, needed housing, transportation, public facilities and services, and urbanization, and that local plans are coordinated as described in ORS 197.015(5). Periodic Review is a cooperative planning process that includes the state and its agencies, local governments, and other interested persons.

Oregon Administrative Rules 660-025-0130: Submission of Completed Work Task

- 1). A local government must submit completed work tasks as provided in the approved work program or a submittal pursuant to OAR 660-025-0175 to the department along with the notice required in OAR-660-025-0140 and any form required by the department. A local government must submit to the department a list of persons who participated orally or in writing in the local proceedings leading to the adoption of the work task or who requested notice of the local government's final decision on a work task.***

FINDING: A notice was sent to DLCDD on September 12, 2019, consistent with requirements, to inform them of the proposed November 5, 2019 hearing and subsequent hearings to adopt new Chapter 11 and 13. To date, staff has not received any oral or written comment or request for notification from the public on these updates. At such a time when comment is received, that will be attached to the staff report and submitted to DLCDD.

- 3). For a periodic review tasks to be complete, a submittal must be a final decision containing all required elements identified for that task in the work program. The department may accept a portion of a task or subtask as a complete submittal if the work program identified that portion of the task or subtasks as a separate item for adoption by the local government. All submittals required by section 1) of this rule are subject to the following requirements:***
 - a). If the local record does not exceed 2,000 pages, a submittal must include the entire local record, including but not limited to adopted ordinances and orders, studies, inventories, findings, staff reports, correspondence, hearings minutes, written testimony and evidence, and any other items specifically listed in the work program.***
 - b). If the local record exceeds 2,000 pages, a submittal must include adopted ordinances, resolutions, and orders; any amended comprehensive or regional framework plan provisions or land use regulations; findings, hearing minutes; materials from the record that the local government deems necessary to explain the submittal or cities in its findings; and a detailed index listing all items in the local record and indicating whether or not the item is included in the submittal. All items in the local record must be made available for public review during***

the period for submitting objections under OAR 660-025-0140. The director or commission may require a local government to submit any materials from the local record not included in the initial submittal;

- c) A submittal of over 500 pages must include an index of all submitted materials. Each document must be separately indexed, in chronological order, with the last document on the top. Pages must be consecutively numbered at the bottom of the page.*

FINDING: The local record for Chapter 11 and 13 will not exceed 2,000 pages. Consistent with this requirement, submittal to DLCD will include the entire local record, including but not limited to the adopted ordinance and orders, studies, findings, staff reports, correspondence, hearing minutes, written testimony and evidence and any other relevant material.

A copy of the record, when complete, will also be available for inspection at the Planning Department.

Attachment A

Chapter 11 and 13 Proposed Amendments

Documentation: The following is a summarized overview of proposed amendments.

State of the Comprehensive Plan:

- A. **Purpose:** The main purpose of the Comprehensive Plan is to function as a visionary policy document with a 20 year horizon. The plan represents the desires of the citizens of Wasco County and provides generalized direction for development, preservation, the planning process, citizen involvement and numerous other elements related to land use planning. Due to frequent changes in circumstances, law, and the desires of the citizens of the county, the major components should be updated every five to ten years as needed. The land use and development ordinance includes the specific rules and regulations that are meant to implement this vision and amendments to it are required to be consistent with Comprehensive Plan language.
- B. **Prior Updates:** The Comprehensive Plan was acknowledged by the Land Conservation and Development Department in 1983. Major components of the document have not been updated since 1983, resulting in them now being out of date. Other portions have been updated but were done inconsistently and in some cases, the new language did not get inserted into the amended document. In several instances, updates to the ordinance are now out of compliance with the Comprehensive Plan because of the lack of comprehensive updates. A more comprehensive update was initiated in 2009, but ultimately not completed. Staff has used some of the past findings and information in drafting the proposed updates.
- C. **Format:** The Comprehensive Plan is currently organized in a way that puts unrelated information in the same chapter and separated related information into multiple chapters. This has created significant difficulty for staff and the public to find information and utilize as the plan was intended.
- D. **Reformatting:** After a careful case study of other Oregon county comprehensive plans, the Citizen Advisory Group held several work sessions in 2015 and 2016 to discuss, among other issues, reformatting the Comprehensive Plan for increased use, transparency and readability. Based on those work sessions, staff was directed to compile and organize information in a manner that better aligned the plan to the Statewide Land Use Planning Goals.
 - 1. **Oregon's Land Use Goals:** The vast majority of the Comprehensive Plan language is tied to one of the State of Oregon's Land Use Goals. Other than some introductory chapters, the entire Comprehensive Plan is being formatted so that each chapter corresponds to one of the applicable Land Use Goals. Each chapter will include all of the policies, findings, and inventories for the specific goal, in addition to any references and historical information.
 - 2. **Format of Goal Chapters:** Each Goal related chapter will be formatted according to the following conventions:

- a. Overview: A sentence to a paragraph on the outlining the purpose behind the Goal and Wasco County policies.
- b. Statement of Wasco County Goal and reference to Statewide Planning Goal
- c. Any cross-references to other Goals
- d. Policy Statements
- e. Implementation Statements for each policy
- f. Findings and reference section detailing any relevant findings and references.

Chapter by Chapter Overview of Proposed Substantive Amendments:

A. Chapter 11- Goal 11 Public Facilities and Services

This new chapter maps to Goal 11 (Public Facilities and Services) and includes an overview of Wasco County public facilities, an excerpt of Oregon's Statewide Land Use Planning Goal 11, policies, implementation strategies for each policy, and a new findings and references section.

1. **Overview:** The overview briefly discusses natural hazard planning in Wasco County.
2. **Excerpt of Statewide Planning Goal:** Excerpt from the Oregon Administrative Rules on Goal 11 that outlines for staff and public the purpose of Goal 11.
3. **Wasco County's Goal:** This maps directly to the State's Goal 11, and has not been modified from existing broad goal.
4. **Photo:** A staff photo of a Tygh Valley Rural Fire Protection District truck.
5. **Cross Reference:** A list of other goals that relate to Goal 11 was included for easy reference.
6. **Policies:** The existing plan has six policies. The recommendation is to keep existing policies with some modifications, and add an additional policy.
 - a. Policy 1: Existing policy: "Provide an appropriate level of fire protection, both structural and wildfire, for rural areas" is proposed to be updated to: "Ensure development is concentrated in areas with appropriate levels of fire and emergency services." This change is proposed to make responsibilities more clear and reflect current practice
 - (1). Implementation strategy "a" "The Bureau of Land Management, private landowners and railroad companies should be encouraged to develop a cooperative fire management program for the Deschutes River Area" is proposed to be removed because of the lack of jurisdictional authority the Wasco County Planning Department has over this issue.
 - (2) Implementation strategy "b" "Adequate fire protection should be a factor in locating and planning rural subdivisions or Planned Unit Developments" is recommended to remain the same but move to "c".

(3). Implementation strategy “c” is proposed to be removed because of the lack of relevance to the Wasco County Planning Department “The County will assist Rural Fire Protection Districts in the acquisition of equipment and development of facilities.” Action items like these, where appropriate, are part of the Natural Hazards Mitigation Plan and typically assigned to the Office of Emergency Management.

(4). Implementation strategy “d” is “All community water systems shall provide minimum fire flow capacities and have a fire hydrant system.” This is being proposed to move to “b”.

(5). No changes are proposed for former “e” and other than updating to “d”

(6) A new implementation “e” is proposed: “Development located outside of a Rural Fire Protection District may be required to contract with a structural fire protection district for service.” This reflects current practice, according to Fire Siting Safety Standards.

- b. Policy 2: No changes are proposed for this policy or implementation.
 - c. Policy 3: Is proposed to remain the same. Removal of implementation measure “c” is proposed because it is inconsistent with state law and current practice. This strategy required the Planning Commission and Citizen Advisory Groups to review all BPA powerline corridor, substation, power plant development.
 - d. Policy 4: This policy is related to schools which are developed in the incorporated cities in Wasco County. No change is proposed for this policy or implementation.
 - e. Policy 5: Policy 5 addresses more generally public facilities and services. The policy is not being recommended to change. Staff is recommending the removal of implementation “b” and “c” related to library and medical service because it’s largely outside of the purview of the Planning Department. No other change to this policy or implementation is proposed.
 - f. Policy 6: Wamic and Tygh Valley are constrained, according to state law, to develop smaller lot sizes until municipal sanitary waste systems are in place. This policy has been reworded to add clarity to the issue. No other change is proposed to this policy or implementation.
 - g. Policy 7: Staff is recommending the addition of a new policy that address public health. Specifically, the policy is posed as: “Wasco County shall encourage public and private agencies to cooperate in planning and providing for health and related social services.”
- (1) A new implementation measure “a” is proposed: “The Planning Department will notify and coordinate with North Central Public Health on matters related to sanitary waste systems and matters related to public health.”

- (2) A new implementation measure “b” reads: “The Planning Department shall coordinate with the Oregon Water Resources Department to ensure appropriate drinking water facilities for new development.”

7. **Findings and References:** To help provide some information about each of the policies, as well as some history, findings and references are provided at the end of the chapter. These references cite sources from text. Findings provide additional context for some of the policies and implementation strategies. The references list a variety of external plans and reports that are useful, not only in giving context to the policies, but also for research or reference for current planning.

B. Chapter 13- Goal 13 Energy Conservation

This new chapter maps to Goal 13 (Energy Conservation) and includes an overview of Wasco County energy conservation strategies, an excerpt of Oregon’s Statewide Land Use Planning Goal 13, policies, implementation strategies for each policy, and a new findings and references section.

1. **Overview:** The overview briefly discusses natural hazard planning in Wasco County.
2. **Historical Perspective:** This sidebar section gives an overview of energy conservation policy history in Wasco County and talks about recent commercial renewable energy projects that have been approved or are currently being reviewed.
3. **Excerpt of Statewide Planning Goal:** Excerpt from the Oregon Administrative Rules on Goal 13 that outlines for staff and public the purpose of Goal 13.
4. **Wasco County’s Goal:** This maps directly to the State’s Goal 13, and has not been modified from existing broad goal.
5. **Photo:** A staff photo of a site visit for a pending wind turbine application.
6. **Cross Reference:** A list of other goals that relate to Goal 13 was included for easy reference.
7. **Policies:** The existing plan has six policies. The recommendation is to keep existing policies with some modifications, and add an additional policy.
 - h. Policy 1-3 & 5: No changes are proposed for these policies or their supporting implementation measures.
 - i. Policy 4: An additional implementation strategy is added to this policy that reads: “Encourage the utilization of solid waste for fertilizer, methane gas production or other feasible products.”
 - j. Policy 6: No changes are proposed to this policy or the first and third implementation strategies.

(1). Implementation strategy “b” is proposed to be removed as solar rules are incorporated in the Land Use and Development Ordinance. The current strategy reads: “The County should develop a solar access ordinance.”

(2) Staff is proposing an additional implementation measure (to be “c”) that reads: “Where available, incentives will be provided to encourage residential solar.”

- k. Policy 7: This is a new policy that is being recommended to ensure staff and the public are aware of state law requirements for new commercial energy facilities, including those in OAR 660-023. The proposed language is: “New energy facilities shall meet the requirements in State Law.”

(1). Implementation strategy “a” is proposed as: “Applications processed by the EFSC or FERC shall be adopted into the Comprehensive Plan as significant energy sources as required by OAR 660-023-190.”

(2). Implementation strategy “b” is recommended to read: “Applications by Wasco County shall include in the application analysis consistent with OAR 660-023-0030 and 0040 and a program to protect the resource consistent with OAR 660-023-0050.”

8. **Findings and References:** To help provide some information about each of the policies, as well as some history, findings and references are provided at the end of the chapter. These references cite sources from text. Findings provide additional context for some of the policies and implementation strategies. The references list a variety of external plans and reports that are useful, not only in giving context to the policies, but also for research or reference for current planning.

DRAFT

Goal 11

Public Facilities and

Services

Goal11

Public Facilities and Services

Overview

Public facilities and services are the basic support systems for urban and rural development; this includes water and sanitary waste systems, police and fire protection, health and social services, schools, libraries and community centers.

The County is responsible for planning public services in unincorporated Wasco County. The following policies and implementation measures provide the framework for County planning related to future and existing public facilities and services.

Statewide Planning Goal 11

To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

Urban and rural development shall be guided and supported by types and levels of urban and rural public facilities and services appropriate for, but limited to, the needs and requirements of the urban, urbanizable, and rural areas to be served.

Excerpt from
OAR 660-015-0000(11)

Cross-Reference

Additional policies related to
this goal: Goal 2

Wasco County Goal

Public Facilities and Services

To plan and develop a timely, orderly, and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.



Policies

11.1 Policies

11.1.1 Ensure development is concentrated in areas with appropriate levels of fire and emergency services.

Implementation for Policy 11.1.1:

- a. Adequate fire protection should be a factor in locating and planning rural subdivisions or Planned Unit Developments.
- b. All community water systems shall provide minimum fire flow capacities and have a fire hydrant system.
- c. Adequate access shall be provided to any available water sources within development areas.
- d. Road design for rural subdivisions and planned unit developments should incorporate appropriate requirements with respect to mobility and access by fire suppression equipment.
- e. Development located outside of a Rural Fire Protection District may be required to contract with a structural fire protection district for service.

11.1.2 Provide an appropriate level of police protection for rural areas.

Implementation for Policy 11.1.2:

- a. Wasco County should continue to provide police protection, in conjunction with the Oregon State Police, commensurate with the needs of the rural community.

11.1.3 Minimize adverse impacts resulting from power line corridor and utility development.

Implementation for Policy 11.1.3:

- a. The Bonneville Power Administration should compensate for damage resulting from power-line corridor development at levels based on the loss of agricultural and residential values and productivity.

- b. When economically and physically feasible, transmission lines should be laid underground.
- c. Public utility easements and transmission lines corridors should be designed to provide for multiple land uses.
- d. Maximum utilization of existing utility right-of-way should be encouraged to minimize the need for additional rights-of-way.
- e. Public utilities shall be responsible for appropriate maintenance including noxious weed control on all existing and future rights-of-way.

11.1.4 Encourage adequate and convenient school facilities for the citizens of Wasco County.

Implementation for Policy 11.1.4:

- a. The County will continue to cooperate with school district(s) in the planning and placement of future educational facilities.
- b. The County will coordinate with the affected school district(s) when new subdivisions or Planned Unit Developments are proposed.

11.1.5 Future provision of public facilities and services shall be adequate to meet the needs of Wasco County citizens and be provided efficiently and economically.

Implementation for Policy 11.1.5:

- a. The Dalles Sanitary Landfill shall be maintained as the solid waste disposal site in Wasco County until such time as additional sites become necessary.
- b. The development of sanitary sewage disposal facilities for Wamic, Tygh Valley, Pine Grove, and Pine Hollow should be encouraged.
- c. Water systems developed on individual lots should provide a standpipe capable of handling the full capacity of the pumping system.
- d. The placement of nuclear facilities for the generation of nuclear energy shall be emphatically discouraged, especially in the more populous areas of the County where the obvious potential hazards would affect larger numbers of people.

- e. The availability of necessary utilities and public services shall be made known at the time of application for the development of subdivisions, planned unit developments and partitions.
- f. The facilities and services provided shall be appropriate for, but limited to, the needs and requirements of the areas to be served.
- g. Facilities and services provided to areas designated Rural Residential and Rural Service Center shall be at levels appropriate to and necessary for rural uses only and shall not support urban uses.
- h. The County will coordinate its public facilities and services planning with the plans of affected special service districts and other governmental units.
- i. The County will develop a detailed drinking water service plan which will comply with ORS 448.165 at the next update of the plan. A water system inventory will be the initial step and other factors such as groundwater resources, population growth, system aging, water quality and quantity will be considered in the detailed plan.

11.1.6 The larger lot sizes (5 acres in Wamic and 4 acres in Tygh Valley) will apply until approved facility plans are acknowledged and community sanitary waste systems are in place.

Implementation for Policy 11.1.6:

- a. Established minimum lot size in Wamic and Tygh Valley may be reduced to two (2) acre minimum property size standard when a community, municipal or public water and/or sewer public facility plan is “approved” by the county and acknowledged by the state pursuant to the post acknowledgment plan amendment (PAPA) requirements (ORS 197.610 through 197.650) and the requirements for facility plans under OAR 660, Division 22.
- b. Upon acknowledgment of an existing or new community, municipal or public water and/or sewer system facility plan, the minimum property size standard may be amended from the current five (5) acre standard to two (2) acres in Wamic, and from the current four (4) acre standard to two (2) acres in Tygh Valley.

11.1.7 Wasco County shall encourage public and private agencies to cooperate in planning and providing for health and related social services.

Implementation for Policy 11.1.7:

- a. The Planning Department will notify and coordinate with North Central Public Health on matters related to sanitary waste systems and matters related to public health.
- b. The Planning Department shall coordinate with the Oregon Water Resources Department to ensure appropriate drinking water facilities for new development.

Goal 11

Findings and References

- 1.1.a** During Wasco County 2040, many residents emphasized their desire to continue to see concentrations of development in urban areas where there is better access to public facilities and services, including fire, emergency, schools and infrastructure.
- 1.1.b** The Wasco County Land Use and Development Ordinance requires development outside of a fire protection district, in some cases, to contract with a nearby fire protection district.
- 1.1.c** The Community Wildfire Protection Plan outlines many of the mitigation steps applied through regulation to reduce fire risk.
- 1.1.d** Oregon Administrative Rules (OAR) 660-022 provides rules for unincorporated communities, like Wasco County's rural service areas.
- 1.1.e** Public facilities planning and Goal 11 are informed by OAR 660-011.
- 1.1.f** Sewer service to rural lands is addressed in OAR 660-011-0060.
- 1.1.g** Water service to rural lands is addressed in OAR 660-011-0065.

References

Oregon. Department of Land Conservation and Development. *Goal 11: Public Facilities and Services*. Oregon's Statewide Planning Goals and Guidelines.

Wasco County. (2005). Community Wildfire Protection Plan.

Goal 13

Energy Conservation

Goal13

Energy Conservation

Overview

The purpose of this goal is to improve present and future energy efficiency, projects, and impacts to the residents of Wasco County.

The policies and implementation help support Goal 13 by leveraging planning to minimize energy consumption, increase access to alternative energy, and coordinate with state and federal partners. State and national energy policy plays a critical role in determining energy prospects in Wasco County.

Historical Perspective

The longstanding energy conservation policies for Wasco County, since at least 1983, have focused on renewable energy, minimizing energy consumption, and encouraging recycling and other efficiencies. There were also some policies that reflected the presence of The Dalles Dam in Wasco County.

The 1983 Comprehensive Plan identified a variety of energy sources important to existing or potential future of Wasco County. These included hydroelectric, pumped storage, thermal, geothermal, oil and gas, and wind.

While current National Scenic Area policies conflict with the development of commercial wind projects in the northern part of the County, a 1980 report (Wind Task Force Final report to the Oregon Alternate Energy Development Commission) demonstrated the feasibility for wind power throughout Wasco County.

In 2009, an application for the first major alternative energy facility was submitted to the Oregon Department of Energy (ODOE). In 2018, a solar facility application for a project in south Wasco County was submitted to ODOE.

Also in 2018, an application for a solar facility and an application for a wind facility were submitted to the Wasco County Planning Department for review. In 2019, the Wasco County Planning approved both projects with conditions.

Statewide Planning Goal 13

To conserve energy.

Land and uses developed on the land shall be managed and controlled so as to maximize the conservation of all forms of energy, based upon sound economic principles.

Excerpt from
OAR 660-015-0000(13)

Cross-Reference

Additional policies related to
this goal: Chapter 2,

Wasco County Goal

Energy Conservation

To conserve energy, reduce waste,
and increase self-sufficiency



Staff and applicants visit a wind turbine for pending application (2018)

Policies

13.1 Policies

13.1.1 The County will work with appropriate State and Federal agencies to identify and protect, and if feasible, develop potential energy resources, especially renewable energy resources.

13.1.2 Reduce the consumption of non-renewable sources of energy whenever possible.

Implementation for Policy 13.1.2:

- a. Conversion of energy sources from non-renewable sources to renewable sources shall be encouraged.
- b. The allocation of land and uses permitted on the land should seek to minimize the depletion of non-renewable sources of energy.

13.1.3 Minimize energy consumption through the use of zoning and subdivision standards.

Implementation for Policy 13.1.3:

- a. Zoning controls and subdivision design standards shall be developed and administered with consideration for the conservation of energy sources and the reduction of energy consumption.
- b. In the review of subdivision plans, consideration shall be made of the following in relation to energy consumption:
 - 1. Lot size, dimension, and siting controls;
 - 2. Building height, bulk and surface area;
 - 3. Density of uses, particularly those which relate to housing densities;
 - 4. Availability of light, wind and air.
- c. Uses developed on the land shall be managed and controlled so as to maximize the conservation of energy.

13.1.4 Considerations should be given to systems and incentives for the collection, re-use and recycling of solid waste and other waste products.

Implementation for Policy 13.1.4:

- a. Recycling centers for the collection of glass bottles, newspapers, tin cans, etc., should be encouraged.
- b. Public awareness and educations concerning the use of recycling centers and methods shall be encouraged.
- c. Encourage the utilization of sewage treatment wastes for fertilizer, methane gas production or other feasible products.
- d. Encourage the utilization of solid waste for fertilizer, methane gas production or other feasible products.

13.1.5 The transportation system shall be diversified with a focus on energy conservation.

Implementation for Policy 13.1.5:

- a. Bicycle paths and pedestrian walkways should be placed whenever and wherever feasible.

13.1.6 Use of renewable energy shall be encouraged.

Implementation for Policy 13.1.6:

- a. Wind generators will be permitted in the forestry, agricultural and rural zones.
- b. Facilities to manufacture alcohol from farm or timber waste products will be permitted as conditional uses in the forestry and agricultural zones.
- c. Where available, incentives will be provided to encourage residential solar.

13.1.7 New energy facilities shall meet the requirements in State Law.

Implementation for Policy 13.1.7:

- a. Applications processed by EFSC or FERC shall be adopted into the Comprehensive Plan as significant energy sources.
- b. Applications processed by Wasco County need to include in the application OAR 660-023-030-050 analysis and a program to protect the energy source.

Goal 13

Findings and References

13.1.a Reducing the county's reliance on non-renewable energy sources will result in higher resiliency for residents and businesses.

13.1.b Rural county residents often commute long distances and the Oregon Department of Energy reports Oregonians use more energy (41%) for transportation than any other use.

13.1.c Plans that effectively limit development in some areas and encourage development in others can influence energy consumption by affecting factors such as driving distance.

13.1.d Energy sources are considered a Goal 5 resource and should be protected as required by OAR 660-023.

References

Oregon. Department of Land Conservation and Development. *Goal 14: Urbanization*. Oregon's Statewide Planning Goals and Guidelines.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE WASCO COUNTY PLANNING COMMISSION'S REQUEST TO APPROVE PROPOSED PERIODIC REVIEW LEGISLATIVE AMENDMENTS TO UPDATE THE COMPREHENSIVE PLAN RELATED TO LAND USE PLANNING GOALS 5, 7, 11 AND 13 IN CHAPTERS 5, 7, 11 and 13 OF WASCO COUNTY 2040, THE COMPREHENSIVE PLAN (FILE NUMBER 921-18-000216, 921-18-000217, 921-18-000218, 921-18-000219, and 921-19-000125)

ORDINANCE # 19-007

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 Commissioners being present; and

WHEREAS, the Wasco County Planning Commission and the Wasco County Board of Commissioners directed the Wasco County Planning Department to pursue Voluntary Periodic Review to update the Wasco County Comprehensive Plan on 5 October 2016; and

WHEREAS, Wasco County entered Periodic Review on 20 February 2018 with approval from the Department of Land Conservation and Development's (DLCD) approval of a work plan; and

WHEREAS, the thirteenth task on the work plan was to make amendments to Goal 7 (Natural Hazards) to make the language consistent with current Wasco County Planning Department practice, the Natural Hazards Mitigation Plan, and the Community Wildfire Protection Plan and state law and reformat the language in to the new Wasco County 2040 (Comprehensive Plan) format; and

WHEREAS, the fourteenth task on the work plan was to make amendments to any references within the Comprehensive Plan to the National Wetland Inventory and update it to reference the State Wetland Inventory; and

WHEREAS, the fifteenth task on the work plan was to amend Goal 5 (Natural Resources, Scenic and Historic Areas, and Open Spaces) related to the Federal Wild and Scenic Rivers and State Scenic Waterways, develop appropriate buffers and restrictions, and provide clear references to supporting documents and external plans; and

WHEREAS, the fifteenth task on the work plan was intended to clarify a policy interpretation in the Land Use and Development Ordinance related to Environmental Protection District 7 about permitted uses; and

WHEREAS, the sixteenth task on the work plan was to remove any outdated references to the Gorge Overlay Protection zone and clearly identify the National Scenic Area Land Use and Development Ordinance and Management Plan as guiding plans and regulations for the National Scenic Area;

WHEREAS, the nineteenth task on the work plan was to ensure Goal 5 is consistent with Oregon Administrative Rules 660 Division 23 on aggregate resources; and

WHEREAS, Goal 5 (Chapter5) of Wasco County 2040 was updated to clearly references requirements in OAR 660-23; and

WHEREAS, updates to Goal 11 (Public Facilities and Services) and Goal 13 (Energy Conservation) were not identified in the Periodic Review work plan; and

WHEREAS, to be a comprehensive and complete update, minor amendments were made to Goal 11 and 13; and

WHEREAS, amendments reflect current practice and updates made to other Goals during the Wasco County 2040 process;

WHEREAS, each Periodic Review task is approved and submitted to DLCD after completion for acknowledgment; and

WHEREAS, the Wasco County Planning Department sent notification to DLCD pursuant to ORS 197.610 on 12 September2019; and

WHEREAS, all property owners were sent notice of proposed Periodic Review update to the Comprehensive Plan in March 2017 and March 2019; and

WHEREAS, that on 5 November 2019, at the hour of 3:00 PM in the lower level classroom at The Discovery Center the Wasco County Planning Commission held the first legally notified public hearing to review recommendations by staff and the advisory group, background information, and receive public testimony on work tasks 13-16, 19 and additional post acknowledgment plan amendments for Goals 11 and 13. The Planning Commission then closed the public hearing and with a vote of 5 to 0, with two members absent, recommended approval to the Wasco County Board of Commissioners; and

WHEREAS, that on 4 December 2019 at the hour of 9:30 AM at the Wasco County Courtroom #302, located at 511 Washington St, The Dalles, Oregon, the Wasco County Board of Commissioners met to conduct the first of two legally notified public hearings on the above matter. The Board of County Commissioners reviewed recommendations by the Wasco County Planning Commission, staff's presentation, and received testimony from the public. The Board of County Commissioners tentatively approved the amendments; and

WHEREAS, that on 18 December 2019 at the hour of 9:30 AM at the Wasco County Courtroom #302, located at 511 Washington St, The Dalles, Oregon, the Wasco County Board of Commissioners met to conduct the second of two legally notified public hearings on the above matter. The Board of County Commissioners reviewed recommendations by the Wasco County Planning Commission, staff's presentation, and received testimony from the public. The Board of County Commissioners , by a vote of 3 to 0, approved the amendments and conducted the second reading, recommending submittal to DLCD; and

NOW, THEREFORE, IT IS HEREBY ORDERED: That the request by the Wasco County Planning Department for a legislative amendment to the Wasco County Comprehensive Plan, Wasco County 2040, in conjunction with Periodic Review work plan tasks 13-16, 19 and additional amendments to Goals 11 and 13 hereby approved; and

WHEREAS, Pursuant to Oregon Administrative Rules 660-025-0130, submission of a completed work task is required to DLCD for acknowledgment as part of Periodic Review, and once the work tasks are acknowledged they will be effective;

WHEREAS, Pursuant to Oregon Administrative Rules 660-018-0040, submission of adopted change is required to DLCD for acknowledgment as part of amended the Comprehensive Plan, and once updates are acknowledged they will be effective.

DATED this 18th day of December, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Bradley V. Timmons, County Counsel

Steve D. Kramer, Commission Chair

ATTEST:

Scott C. Hege, Vice-Chair

Kathy Clark, Executive Assistant

Kathleen B. Schwartz, County Commissioner



MOTION

SUBJECT: Proposed Ordinance Motion

I move to approve Ordinance 19-007 in the matter of the Wasco County Planning Commission's request to approve proposed periodic review legislative amendments to update the Comprehensive Plan related to land use planning goals 5, 7, 11 and 13 in chapters 5, 7, 11 and 13 of Wasco County 2040, the comprehensive plan (file number 921-18-000216, 921-18-000217, 921-18-000218, 921-18-000219, and 921-19-000125).



AGENDA ITEM

Updates to Urban Growth Boundary Ordinance

[STAFF MEMO](#)

[STAFF PRESENTATION](#)

[ORDINANCE 19-008](#)

[MOTION LANGUAGE](#)



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WASCO COUNTY **BOARD OF COUNTY** **COMMISSIONER**

FOR

Hearing Date: December 4, 2019
Hearing Time: 9:30 am
Hearing Location: Wasco County Courtroom
Room 302
Wasco County Courthouse
511 Washington Street
The Dalles, Oregon 97058

#2 Hearing: FILE #921-19-000170 Amendments to the City of The Dalles Land Use and Development Ordinance (LUDO). This includes amendments to their zones and Transportation Systems Plan



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MEMORANDUM TABLE OF CONTENTS

Date: November 25, 2019
To: Wasco County Board of County Commissioners
From: Wasco County Planning Office
Subject: Submittal for Meeting Dated December 4, 2019
Re: ***FILE #921-19-000170 Amendments to the City of The Dalles Land Use and Development Ordinance (LUDO). This includes amendments to their zones and Transportation Systems Plan***

Item

Page

Staff Presentation

BOC 1 - 1



MEMORANDUM

SUBJECT: 921-19-000170, Amendments to City of The Dalles Land Use and Development Ordinance

TO: BOCC

FROM: KELLY HOWSLEY-GLOVER, LONG RANGE PLANNER

DATE: 11/19/2019

The City of The Dalles has approved updates to the Land Use and Development Ordinance which will have an impact on lands in the Urban Growth Boundary. These updates include state required updates to the housing code requiring duplexes be permitted in single family dwelling zones. The City has also made several other amendments including the addition of cottage clusters, removal of neighborhood compatibility requirements, and the revision to make language more clear and objective as required by state law. Per our Joint Management Agreement with The City of The Dalles, following approval by The Dalles City Council the amendments will be brought before the Wasco County Board of Commissioners for approval.

This hearing will also be an opportunity to review previous updates to the LUDO including:

Application #	Details	Date Adopted
CPA 42-17	Proposed recommendations from the Planning Commission on the adoption of the Updated Transportation System Plan and associated Comprehensive Land Use Plan and Land Use and Development Code Amendments.	4/10/2017
CPA 45-19	Housing Code Amendments Phase II. Adding clear and objective code language to policy #17 of Goal #10 of the Comprehensive Plan.	10/28/2019
ZOA 87-14	Land Use and Development Amendments to the Sign Code.	4/27/2015
ZOA 88-14	Land Use and Development Ordinance Amendments. These amendments included minor changes for clarification and more substantive changes.	10/12/2015
ZOA 89-14	Land Use and Development Ordinance Amendments. Relating to residential infill, network streets/improvements required.	4/13/2015
ZOA 90-14	Medical Marijuana addition to the zoning code.	3/23/2015
ZOA 91-15	Land Use and Development Amendments – Recreational Vehicle Park	6/13/2016

ZOA 92-16	Recreational Marijuana. Code amendments/additions.	9/12/2016
ZOA 93-16	Medical Marijuana code amendments/additions.	7/10/2017
ZOA 94-17	Land Use and Development code changes relating to the Transportation System Plan (TSP). Proposed recommendations from the Planning Commission on the adoption of the Updated TSP and associated Comprehensive Land Use Plan and Land Use and Development Ordinance Code Amendments.	4/10/2017
ZOA 95-17	Marijuana – separation/odor. Establishing time, place, and manner regulations of facilities for processing, production, and wholesaling of medical marijuana; establishing reasonable restrictions on the location of marijuana grow sites, and the manner of operation of medical marijuana grow sites.	7/20/2017
ZOA 97-18	Land Use and Development code – Housing Code Amendments (Phase I).	10/28/2019
ZOA 100-19	Land Use and Development code – Housing Code Amendments (Phase II).	10/28/2019

Text of the most recent amendment and a staff report are available on the City of The Dalles website:

<https://ompnetwork.s3-us-west-2.amazonaws.com/sites/312/documents/cc20191028agendapkt.pdf?XKr8B8pXw22qcgP7RLS7jLprn7uggKA1>



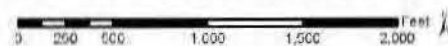
Wasco County
Planning



City of The Dalles Amendments

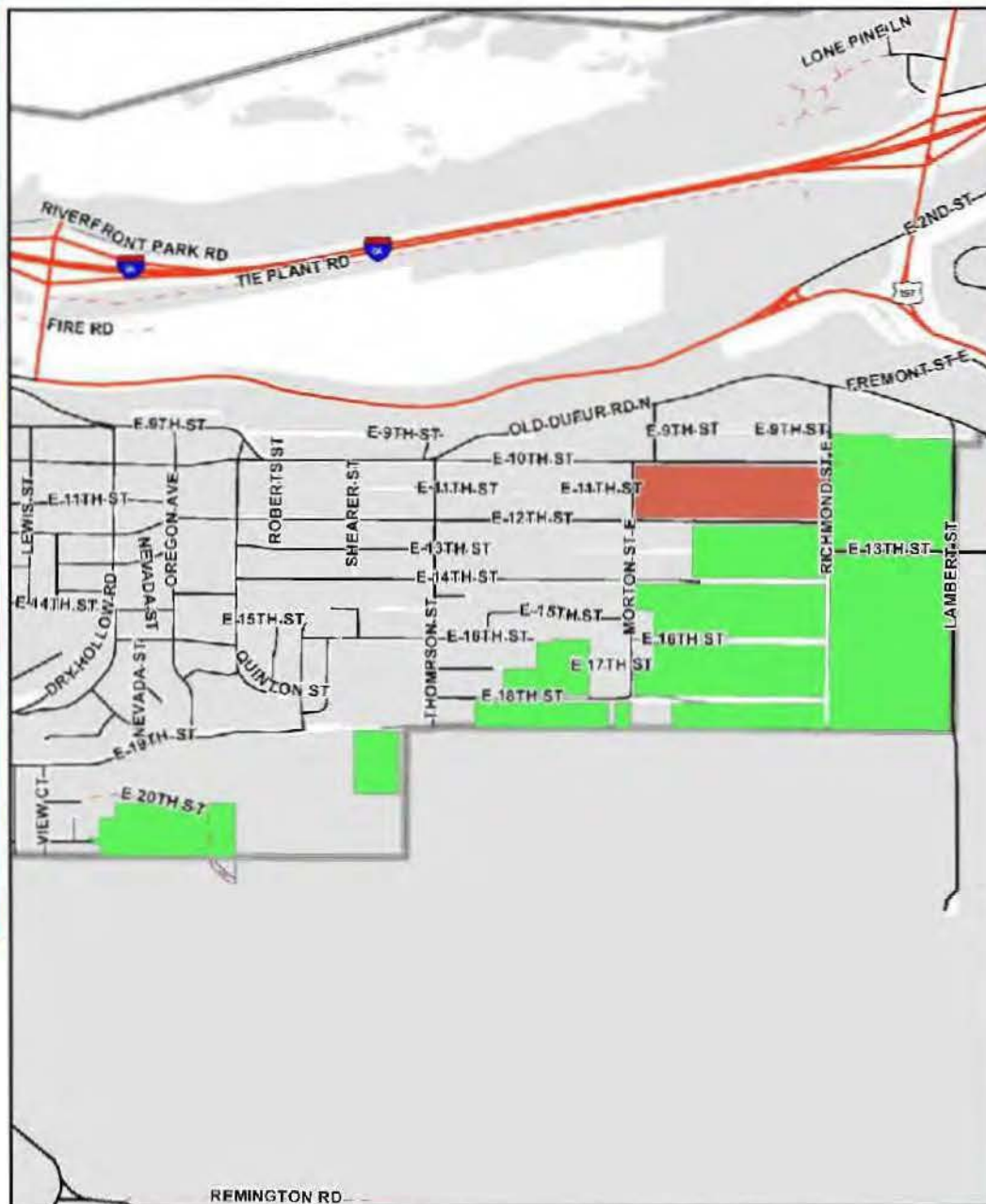


NON-SCENIC AREA UGB MAP 2



The Dallas Zoning within Non-Scenic Area UGB





NON-SCENIC AREA UGB MAP 3



The Dailies Zoning within Non-Scenic Area UGB



HB 2001

- Defines “middle housing” (duplex, triplex, quad, cottage cluster, townhouse)
- Requires cities >10k & counties >15k populations to permit middle housing in low density residential zones
- Applies to UGB lands
- Cities can select certain exemptions for lots from triplex & quad development
- Cannot require primary or adu home to be occupied by property owner

Other Amendments

- More clear and objective code language
- Removes neighborhood compatibility requirements
- Adds new Chapters on Affordable Housing, Cottage Clusters



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE WASCO COUNTY PLANNING COMMISSION'S REQUEST TO APPROVE CITY OF THE DALLES LEGISLATIVE AMENDMENTS TO THE CITY OF THE DALLES COMPREHENSIVE PLAN AND LAND USE AND DEVELOPMENT ORDINANCE IMPACTING LANDS IN THE URBAN GROWTH BOUNDARY (FILE NUMBER 921-19-000170 PLNG)

ORDINANCE # 19-008

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 Commissioners being present; and

WHEREAS, the Joint Management Agreement between Wasco County and The City of The Dalles requires Wasco County to adopt any changes to the City of The Dalles Comprehensive Plan and Land Use and Development Ordinance (LUDO) that impact lands within the Urban Growth Boundary (UGB); and

WHEREAS, The Dalles City Council adopted changes to the sign code in the City LUDO on April 27, 2017 (ZOA 87-14);

WHEREAS, The Dalles City Council adopted changes to the City LUDO on October 12, 2015 (ZOA 88-14); and

WHEREAS, The Dalles City Council adopted changes to the City LUDO related to residential infill, and network street improvement requirements on April 13, 2015 (ZOA 89-14); and

WHEREAS, The Dalles City Council adopted changes to the City LUDO related to medical marijuana on March 23, 2015 (ZOA 90-14), July 10, 2017 (ZOA 93-16) and July 20, 2017 (ZOA 95-17); and

WHEREAS, The Dalles City Council adopted changes to the City LUDO related to recreational vehicle parks on June 13, 2016 (ZOA 91-15);

WHEREAS, The Dalles City Council adopted changes to the City LUDO on recreational marijuana on September 12, 2016 (ZOA 92-16); and

WHEREAS, The Dalles City Council adopted City LUDO changes related to the Transportation Systems Plan (ZOA 94-17) and updates to the Comprehensive Plan (CPA 42-17) on April 10, 2017 ; and

WHEREAS, The Dalles City Council adopted housing code amendments to the LUDO (ZOA 97-18) on October 28, 2019 ; and

WHEREAS, The Dalles City Council adopted housing code amendments to the City LUDO (ZOA 100-19) and Comprehensive Plan (CPA 45-19) on October 28, 2019; and

WHEREAS, the Wasco County Planning Department sent notification to DLCD pursuant to ORS 197.610 on 22 September 2019; and

ORDINANCE #19-008

WHEREAS, that on 4 December 2019 at the hour of 9:30 AM at the Wasco County Courtroom #302, located at 511 Washington St, The Dalles, Oregon, the Wasco County Board of Commissioners met to conduct the first of two legally notified public hearings on the above matter. The Board of County Commissioners reviewed recommendations by the Wasco County Planning Commission, staff's presentation, and received testimony from the public. The Board of County Commissioners tentatively approved the amendments; and

WHEREAS, that on 18 December 2019 at the hour of 9:30 AM at the Wasco County Courtroom #302, located at 511 Washington St, The Dalles, Oregon, the Wasco County Board of Commissioners met to conduct the second of two legally notified public hearings on the above matter. The Board of County Commissioners reviewed recommendations by the Wasco County Planning Commission, staff's presentation, and received testimony from the public. The Board of County Commissioners, by a vote of __ to __, approved the amendments and conducted the second reading, recommending submittal to DLCD; and

NOW, THEREFORE, IT IS HEREBY ORDERED: That the request by the Wasco County Planning Department for a legislative amendment to the Wasco County Comprehensive Plan in conjunction with amendments to the City of The Dalles LUDO and Comprehensive Plan consistent with the Joint Management Agreement hereby approved; and

WHEREAS, Pursuant to Oregon Administrative Rules 660-018-0040, submission of adopted change is required to DLCD for acknowledgment as part of amended the Comprehensive Plan, and once updates are acknowledged they will be effective.

DATED this 18th day of December, 2019.

APPROVED AS TO FORM:**WASCO COUNTY BOARD OF COMMISSIONERS:**

Bradley V. Timmons, County Counsel

Steven D. Kramer, Commission Chair**ATTEST:**

Scott C. Hege, Vice-Chair

Kathy Clark, Executive Assistant

Kathleen B. Schwartz, County Commissioner



MOTION

SUBJECT: Proposed Ordinance Motion

I move to approve Ordinance 19-008 in the matter of the Wasco County Planning Commission's request to approve city of The Dalles legislative amendments to the City of the Dalles Comprehensive Plan and Land Use and Development Ordinance impacting lands in the urban growth boundary (file number 921-19-000170 PLNG).



AGENDA ITEM

SOAK Outdoor Mass Gathering

[STAFF SUMMARY](#)

[OPTIONS AND STAFF RECOMMENDATIONS](#)

[PROPOSED CONDITIONS](#)

[MAPS](#)

[STAFF REPORT](#)

[APPLICATION](#)

[ORDER 19-155](#)

[MOTION LANGUAGE](#)



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WASCO COUNTY

BOARD OF COUNTY

COMMISSIONER

FOR

Hearing Date: December 18, 2019

Hearing Time: 9:00 am

Hearing Location: Wasco County Courtroom
Room 302
Wasco County Courthouse
511 Washington Street
The Dalles, Oregon 97058

FILE #921-19-000169-PLNG: Outdoor Mass Gathering permit for a music and art festival entitled "SOAK 2020" (also known as Burning Man Portland) May 21-25, 2020. Estimated attendance is 1,900 including staff and volunteers.



PLANNING DEPARTMENT

2705 East Second Street • The Dalles, OR 97058
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Date: December 4, 2019
To: Wasco County Board of County Commissioners
From: Wasco County Planning Office
Subject: Submittal for Meeting Dated December 18, 2019
Re: ***FILE #921-19-000169-PLNG: Outdoor Mass Gathering permit for a music and art festival entitled "SOAK 2020" (also known as Burning Man Portland) May 21-25, 2020. Estimated attendance is 1,900 including staff and volunteers.***

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SUMMARY OF INFORMATION

Prepared for Wasco County Board of Commissioners Hearing

HEARING DATE: December 18, 2019

FILE #: 921-19-000169-PLNG

PUBLISH DATE: December 7, 2019

REQUEST: Outdoor Mass Gathering permit for a music and art festival entitled "SOAK 2020," (also known as Burning Man Portland") May 21-25, 2020. Estimated attendance is 1,900 including staff and volunteers.

RECOMMENDATION: Approval, with conditions

APPLICANT/OWNER INFORMATION:

Applicant: Harry Nedley, Precipitation Northwest, 3439 NE Sandy Blvd #465, Portland, OR 97232

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 2200	12314	163.62

ATTACHMENTS:

Prepared by Brent Bybee, Associate Planner

- A. Options & Staff Recommendation
- B. Recommended Conditions
- C. Maps (vicinity map and site plan)
- D. Staff Report

FOR
RECORDER'S
USE
ONLY

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 – PROPOSED 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 18, 2019, 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 2020 shall be 1,900, 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 2020, 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 storing 200,000+ gallons approximately 1 mile away which will be provided by Tygh Valley Water through contract.
- 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. **Gray Water:** No gray water is anticipated by the applicant. In coordination with the North Central Public Health District, the applicant shall develop a plan for unanticipated gray 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 2020 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:**
 - 1. At least one Department of Public Safety Standards and Training (DPSST) certified supervisor must be on shift at all times.
 - 2. 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.
 - 3. 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.
- L. **Traffic:**
 - 1. The 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: Harry Nedley for Precipitation Northwest (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

ArcGIS Web Map



ATTACHMENT C – MAPS

Site Plan

Applicant: Harry Nedley for Precipitation Northwest (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 G: SOAK*2020 Site Plan



ATTACHMENT D – STAFF REPORT

File Number: 921-18-000183-PLNG

Applicant: Harry Nedley, Precipitation Northwest

Property Owner: Jonnie L. and Fred A. Justesen

Request: Outdoor Mass Gathering permit for a music and art festival entitled “SOAK 2020,” (also known as “Burning Man Portland”) May 21-25, 2020. Estimated attendance is 1,900 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 2200	12314	163.62

Zoning: Exclusive Farm Use (A-1) Zone, and Tygh Valley Residential (TV-R) Zone

Procedure Type: Public Hearing, Wasco County Board of Commissioners

Staff Recommendation: **Approval**, with conditions

Hearing Date: December 18, 2019, 9 a.m.

Hearing Location: Wasco County Courthouse, Room 302
511 Washington St
The Dalles, OR 97058

Prepared By: Brent Bybee, Associate Planner

Past Actions:

4S 13E 10 800	
921-18-000183-PLNG	Soak 2019 Art Festival
921-PLAOMG-17-09-0003	Soak Art Music Festival
921-PLAOMG-16-12-0003	Soak Art Music Festival
921-PLAOMG-16-01-0001	Soak Art Music Festival
921-PLAOMG-14-12-0003	Art Festival
921-PLAARC-08-06-5066	(PAR-07-122) Land division
921-PLAARC-08-05-4307	(PAR-07-101) Land division

4S 13E 15 100	
921-18-000183-PLNG	Soak 2019 Art Festival
921-PLAOMG-17-09-0003	Soak Art Music Festival
921-PLAOMG-16-12-0003	Soak Art Music Festival
921-PLAOMG-16-01-0001	Soak Art Music Festival
921-PLAOMG-14-12-0003	Art Festival
921-PLAARC-08-06-5066	(PAR-07-122) Land division
921-PLAARC-08-05-3997	(MIN-05-117) Replacement dwelling
921-PLAARC-04-3812	(REP-95-106) Lot line adjustment

4S 13E 0 2200	
921-18-000183-PLNG	Soak 2019 Art Festival
921-PLAOMG-17-09-0003	Soak Art Music Festival
921-PLAOMG-16-12-0003	Soak Art Music Festival
921-PLAOMG-16-01-0001	Soak Art Music Festival
921-PLAOMG-14-12-0003	Art Festival
921-PLAARC-08-05-3756	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, recorded 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, recorded with the Wasco County Clerk on November 7, 1995.

The subject properties are consistent with the LUDO definitions of a legal parcel because they are parcels in existing, duly recorded land partitions. 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:



- C. 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. 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.

- D. Public Notice & Comments:** Per ORS 433.750(4), notice of the public hearing was published 11 days prior to the hearing on Saturday, December 7, 2019, in *The Dalles Chronicle*. Additionally,

on December 5, 2018, staff mailed the hearing notice to all owners of property within 750' of the subject parcel, e-mailed 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 December 5, 2019, and invited additional written comments. No comments have been received, and any comments received after the notice was sent will be addressed at the hearing on December 18, 2019.

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 an 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 2020,” May 21-25, 2020, on the Justesen Ranch located at 89720 Jake Davidson Road Tygh Valley, Oregon. The application form states that 1,900 people are anticipated to attend.

As proposed, the first day of set-up will be Monday, May 19, 2020. The event will begin May 21, 2020, and the box office will open to take tickets from participants. Participation in the event and arrival of additional participants will continue through May 25, 2020, with some exodus occurring throughout.

The final clean up and final exodus will occur on May 26, 2020. 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. Attendees will also be setting up temporary structures within their individual camps.

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 be capped at 1,900, 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, staff finds the request complies with Section 3.210.

Applicable rules from ORS 433.750-755 are addressed in **B** below.

Staff finds that the request complies with the requirements of A.

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.

Staff finds that the request complies with ORS 433.750(1).

(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 the above partner agencies on December 5, 2019, of a complete application and invited additional written comments. Staff finds that the request complies with ORS 433.750(2).

(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 December 5, 2019, 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 ORS 433.750(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 18, 2019. Written notice of the hearing was published in The Dalles Chronicle newspaper on December 7, 2019, and mailed to adjacent property owners within 750 feet of the proposed event site on December 5, 2019. The application materials and hearing notice were also posted on the Wasco County Planning Department website on December 5, 2019. Staff finds that the request complies with ORS 433.750(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: Due to the nature of the event, and that containing 1,900 participants in one area where exhibits are being built and participants are engaged in the interactive art projects, staff concluded 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 within their application. A **condition** of approval is recommended requiring the applicant to provide proof of insurance, consistent with ORS 433.755(1). With the

condition, staff finds the request complies with ORS 433.755(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 in their submitted findings with the application that for previous festivals SOAK 2015 through 2019, zero gallons of contracted water brought onsite was used during the event. The applicant proposes that any water needs not met by the participants will be available through Tygh Valley Water. In Attachment B of the application submitted, Tygh Valley Water District has stated that it would supply up to 22,800 gallons per day. Based on maximum attendance of 1,900 people (including attendees and staff/volunteers), 22,800 gallons of water per day would need to be available (1,900 people x 12 gallons per day = 22,800 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 (1,900 people) would require water storage facilities of 9,500 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 fifteen 20-gallon hand washing stations (to be serviced daily), and 200,000+ gallons of stored nearly 1 mile away through contract with 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 (9,500 gallons), it is possible that the applicant can meet that requirement on site with the well water source, the 200,000+ gallons stored approximately 1 mile away, 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 1,900 people. Staff finds that the request complies with OAR 333-039-0015(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 2019 SOAK. Staff finds that the request complies with OAR 333-039-0015(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. Staff finds that OAR 333-039-0015(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.

Event participants are prohibited from dumping materials including gray water, waste, or human waste onto the property or into the White River. Violators 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.

The selected event site provides sufficient drainage and roads will be provided with adequate protections from erosion due to precipitation. Staff finds that 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. Staff finds that OAR 333-039-0025(1) is not applicable to this request.

- (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. Staff finds that OAR 333-039-0025(2) is not applicable to this request.

(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, including ADA accessible units. The applicant proposes one hand washing station next to each bank of toilets. Based on the maximum attendance of 1,900 (including staff/volunteers), this represents approximately 47.5 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 OAR 333-039-0025(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 gray 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 gray water storage needs. With that condition, staff finds that the request complies with OAR 333-039-0025(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 history in Wasco County, 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. In 2018 & 2019 SOAK was not required to provide a dumpster.

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.

All participants must collect all of their 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 materials are available to participants 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. Event attendees look after their own camps and don't hesitate to educate other attendees as needed.

A **condition** of approval is included in the Notice of Decision requiring the applicant to provide a plan for unanticipated refuse storage and disposal that is consistent with OAR 330-039-0030.

With that condition, 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: Precipitation Northwest (SOAK) 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. A **condition** of approval is included in the Notice of Decision stating that 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.

Staff finds that the request complies with OAR 333-039-0035.

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 they did in 2019. 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 OAR 333-039-0040(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 OAR 333-039-0040(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 submitted states that Adventure Medics and SOAK will coordinate with Life Flight Network to provide air ambulance services. The 2019 Landing Zone (LZ) will be used for the 2020 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 included as Attachment E of the application submitted, and dated July 2, 2019, agreeing to provide services for the next SOAK festival from May 19-25, 2020. 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 OAR 333-039-0040(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 1,900 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 1,900 persons. Considering the available camping acreage available and the anticipated attendance, each camping space will allow a minimum space per person of 982 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 OAR 333-039-0045(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:

- 1 dedicated vehicle with 3 2.5 gallon pressurized water extinguishers and a 10-lb (UL 4A-80B:C) dry chemical extinguisher on board.
- 1 water truck (2000+ gal., 100+ psi, 125+ gpm)
- 15 five lb. Class ABC fire extinguishers placed throughout the event for use by participants or safety personnel.
- 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 15 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.

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 OAR 333-039-0045(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” (2-4 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.

The application states the current internal security ratio is between 1:40 and 1:85 at all times.

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 2019. Staff recommends 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. This was required for Soak 2019, and is included this year to meet any potential needs the Wasco County Sheriff’s Office requires. 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.*
- (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: There have been no changes to the existing roadways that would prevent SOAK from demonstrating compliance. SOAK is utilizing the same traffic management plan that was approved from 2015 to 2019 for the event.

The applicant will encourage traffic to use Highway 197 and turn at the southern intersection with Tygh Valley Road to discourage traffic through town and school zones.

MUTCD-approved signs will be placed at the north and south intersections of Tygh Valley Road/Highway 197. Signs will not impair the vision of drivers on the road.

Once on Tygh Valley Road, vehicles turn onto Davidson Grade Road and directed into the staging area on the event site property.

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.

SOAK has prepared a Traffic Control Plan (TCP) demonstrating vehicle ingress and egress before, during, and after the event. All roads have been previously graded by Wasco County and ODOT, and include Highway 197 (State of Oregon-maintained highway), Tygh Valley Road (County-maintained roadway), and Davidson Grade Road, a County-maintained roadway for 0.24 mile, after which it becomes a private road maintained by the Justesons.

Staff finds the request complies with OAR 333-039-0055.

(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: SOAK is required to provide a total of 142,500 square feet for parking to accommodate a maximum capacity of 1,900 people including staff and volunteers (or approximately 3.3 acres). Based on historic parking data at the event site, the applicant expects no more than 900 vehicles on site at peak hours. SOAK 2019 participants brought approximately 950 vehicles. Staff analyzed the parking area illustrated in Attachment G of the application submitted, and the parking areas proposed is approximately 11.24 acres, which exceeds the 3.3 acres required. To ensure compliance, staff recommends a **condition** that each vehicle parking space shall have a minimum width of 10 feet and minimum length of 20 feet, parking areas shall be clearly marked, and parking shall be arranged to provide clear access to exits at all time. Staff finds that the request complies with OAR 333-039-055(6).



PLANNING DEPARTMENT

2705 East Second Street • The Dalles, OR 97058
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Pioneering pathways to prosperity.

FILE NUMBER: ~~PLN 19-000169~~ 921-19-000169-PLN6

FEE: \$ 2500

OUTDOOR MASS GATHERING

Date Received: 10/01/2019 Planner Initials: BB

Date Complete:

Planner Initials:

APPLICANT/ORGANIZER CONTACT:

Name: Harry Nedley Name of Organization: Precipitation Northwest

Mailing Address: 3439 N.E. Sandy BLVD. #465

City: Portland State: OR Zip: 97232

Email: harry@precipitationnw.org Phone: 646-713-7386

PROPERTY INFORMATION:

Township Range Section Tax Lot(s)	Tax ID	Acres	Owner
4S 13E (see attached: 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: 1900 Dates and Times of Event: May 21st-25th, 2020

First Day of Set-Up: May 19th, 2020 Last Day of Tear-Down: May 26th, 2020

On-Site Contact: Tacy Brotherton 24 HR Phone #: 971-645-7075

Will sound amplification be used? ☒ YES ☐ NO If YES, explain: We are an arts festival rather than a music festival, but some attendees will play music.

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: harry nedley Digitally signed by harry nedley
DN: cn=harry nedley, o=wasco county, ou=, email=harrynedley@wascountynorthwest.com, c=US
Date: 2019.09.12 13:25:51 -0700 Date: 9/12/2019

Printed Name: Harry Nedley Organization: Precipitation Northwest

Owner Signature:  Date: 10/6/19

Printed Name: Fred Justesen

Owner Signature: _____ Date: _____

Printed Name: _____

Owner Signature: _____ Date: _____

Printed Name: _____

SHADED AREA TO BE COMPLETED BY PLANNING DEPARTMENT

Legal Parcel

☐ NO ☐ YES

Deed/Land Use Action: _____

Previous Map and Tax Lot: _____

Past Land Use Actions: If yes, list file #(s) _____

☐ NO ☐ YES

Still subject to previous conditions?

☐ 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: _____

P:\Development Applications\OutdoorMassGathering.doc

Last Updated 7/14/2017

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That JONNIE 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:

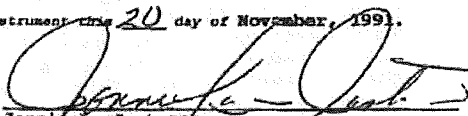
1. The rights of the public in and to the portions thereof included within the boundaries of roads and highways.
2. The usual reservations as contained in patents issued by the United States of America.
3. Public utility easements including, but not limited to:
 - (a) Easement and right-of-way as granted 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.

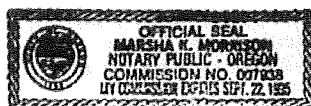

Jonnie L. Justesen

STATE OF OREGON)
County of Wasco) ss.
November 20, 1991

Personally appeared the above named Jonnie L. Justesen and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

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 18 PM '91

KAR.
COUNTY CLERK
STATE OF OREGON
County of Wasco

I certify that this document was received and recorded in the
DEED

records.
Karen M. LeBreton, County Clerk
by AC Deputy
Return to

COMPARED


INDEXED

914084(4)

RECORDED

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:

914084 (b)

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 (u)

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 1/2 feet; thence West 91 feet; thence South 122 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. 82-2458.

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°18' East 93 feet; thence South 80°20' East 143 feet; thence South 87°31' East 231 feet; thence North 76°00' East 166 feet; thence North 72°00' East 168 feet; thence North 31°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°00' East 243.87 feet to the center of the County Road; thence North 85°11' East 452.1 feet; thence South 02°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°11' West 1237.5 feet to the Southeast corner of said Southwest quarter of Southeast quarter; thence South 89°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°09'45" West at right angles to the South line of said Section 10 a distance of 45.77 feet; thence North 89°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°09'45" East 737.42 feet; thence at right angles parallel with the North line of said Section 15, South 89°50'15" West 1,108.90 feet; thence at right angles North 00°09'45" West 691.65 feet to the true point of beginning of this description.

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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 Elleraine 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

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EXHIBIT A

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

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EXHIBIT A

SOAK*2020 Outdoor Mass Gathering Permit Narrative

DATES: May 21-May 25, 2020

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 (OAR 333-039-0045)	6
Security Personnel (OAR 333-039-0050)	8
Attachment A: Bishop Services Letter of Intent	11
Attachment B: Tygh Valley Water Letter of Intent	12
Attachment C: Gem Ice Letter of Intent	13
Attachment D: Adventure Medics Letter of Intent	14
Attachment E: Life Flight Network Letter of Intent	15
Attachment F: Vanguard Security Letter of Intent	16
Attachment G: SOAK*2020 Site Plan	17
Attachment H: SOAK*2020 Evacuation Map	18
Attachment I: SOAK*2020 Traffic Control Plan	19
Attachment J: Affected Tax Lots	20

Precipitation Northwest (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 2020 maximum capacity is 1,900 people in total, over the course of the event. SOAK has contracted with Tygh Valley Water to provide access as needed to 200,000+ gallons stored approximately 1 mile from the event site. SOAK has also contracted with Bishop Sanitation 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, 2017, 2018 and 2019.

(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.

The County has previously 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 site. Based on a 1,900-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). 45 or more portable toilets with hand sanitizer in each unit will be set up in banks, and at least 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 Precipitation Northwest 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.

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 15-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. In 2018, we were granted permission to not provide a dumpster. 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

Event staff performs 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 2020 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, our all-volunteer Leave No Trace team of approximately 40 volunteers performs a line sweep of every accessible area of the event space. The team collects debris left behind by participants. Everything collected is bagged, sorted, and either disposed of 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*2020.

Food & Sanitary Food Service (OAR 333-039-0035)

Precipitation Northwest 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 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 (OAR 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 1,900 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 = 1900

Minimum space per person = 992 ft² (allowing for 1984 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.

(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. SOAK will work in conjunction with TVVFD 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:

- 1 dedicated vehicle with 3 2.5-gallon pressurized water extinguishers and a 10-lb (UL 4A-80B:C) dry chemical extinguisher on board
- 1 water truck (2000+ gal., 100+ psi, 125+ gpm)
- At least 15 5-lb Class ABC fire extinguishers placed throughout the event for use by participants or safety personnel.

SOAK provides 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 24/7 standby for incidents.

In 15 years, SOAK has had zero incidents related to the scheduled burns.

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 2018, SOAK increased its fire perimeter personnel and water trailer towing capacity. This capacity will be matched or increased in 2020.

Security Personnel (OAR 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, Department of Public Safety Standards & Training (DPSST) Certified Security, and Law Enforcement when needed).
- Peer (Internal) Event Security, "Medical": *(2-4 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 2019.

See Attachment F: District 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, 2017, 2018 and 2019.

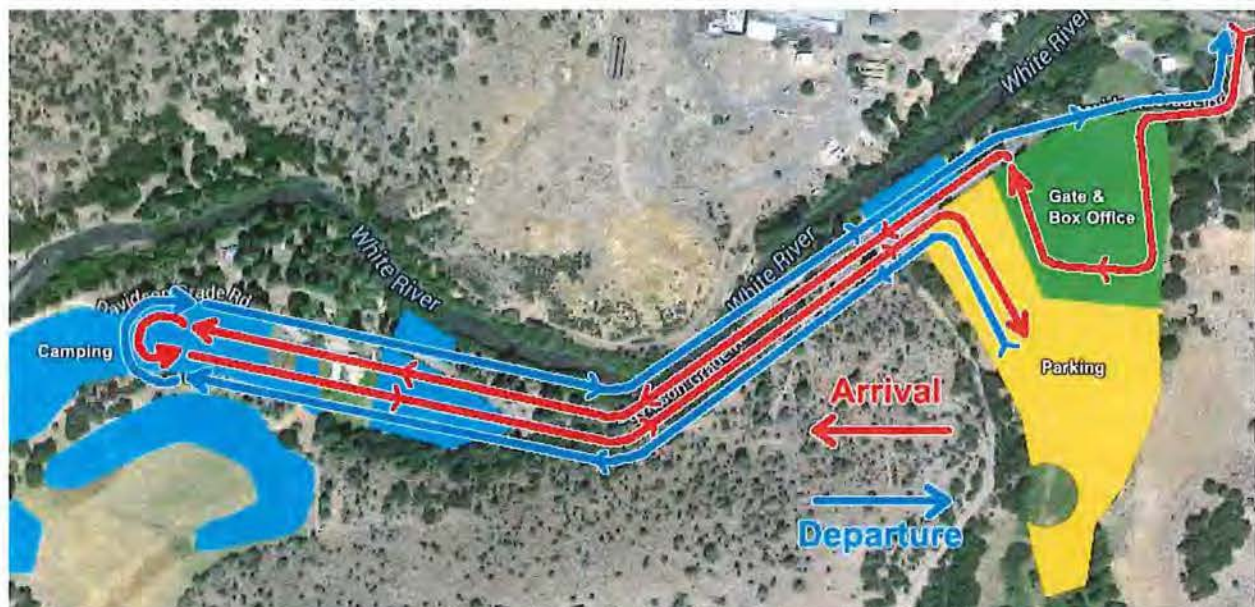
Traffic (OAR 333-039-0055)

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, 2016, 2017 and 2018:

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 1900 people (or approx. 3.1 acres). Based on historical parking data at this event site, we expect no more than 900 vehicles on site at peak hours.

SOAK*2019 participants brought approximately 950 vehicles total.

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 5, 2019

SOAK, LLC
Portland Regional Burn event
producers@soakpdx.com

Att: Melissa Casburn

RE: SOAK Portland Regional Burn 2020

Bishop Sanitation, Inc. intends to provide equipment and event support services for SOAK 2020.

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 19-26, 2020.

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

From: SOAK Producers [mailto:producers@soakpdx.com]

Sent: Monday, July 08, 2019 6:26 PM

To: JERRY TRIPP

Subject: Re: Request for LOI: SOAK*2020

Just checking in to see if you've received this email and can send us something back?

Best,

Melissa

[Melissa Casburn, Soak Producers](#)

[The Tygh Valley water Dist will provide the Soak festival the 22,800 Gals emergency water supply for up to 1900 personal per day during the 21st thru the 25th of May 2020 and more if needed.](#)

[Gerald Tripp](#)

[Tygh Valley Water Board](#)

Attachment C: Gem Ice Letter of Intent



Scott Wilbern

8/21/2019

Gem Ice, LLC

3003 East 2nd Street
The Dalles, OR 97058

RE: SOAK Festival

Gem Ice, LLC will provide ice services for SOAK Festival in Tygh Valley, OR for the dates of May 20th through May 24th.

(541) 296-5386
Info.gemice@gmail.com

Sincerely,

Scott Wilbern

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 19-25th, 2020.

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

20585 Brinson Blvd. #4 // Bend, Oregon // T.541.639.9993
info@advmedics.com // www.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

July 2, 2019

Tacy Brotherton and Paul Lewis
Burning Man Portland/SOAK, LLC
555 SE 99th Avenue, Suite 201
Portland, OR 97216

Tacy and Paul,

Life Flight Network is happy to provide our services for your event from May 19-25, 2020. 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. The flight time for this helicopter to 89720 Davidson Grade Road, Tygh Valley, OR is 30 minutes. The second helicopter in the region is in Redmond, OR, and would have a 35 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 on 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 provide you with 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 to the dates of your event, I'd like to discuss with you the specific logistics of utilizing Life Flight Network (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
Life Flight Network
(360) 241-8985

Attachment F: Vanguard Security Letter of Intent



921 SW 6th Ave #3033
Portland, Oregon 97204-1202
www.vanguard-security.com

Letter of intent
Re: SOAK 2020

We are providing security for SOAK, May 19th-25th 2020. 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 have been guarding this event at this same location for several years now and understand all dynamics specific to it, thoroughly. We are confident that this event will go very smoothly.

Looking forward to SOAK 2020



Erik Hartmann & Lisa Burchell
DPSST PSID#55208 DPSST PSID#66070
Vanguard Security
Security Management Agency
Phone: (503) 272-1224
Email: dispatch@vanguard-security.com

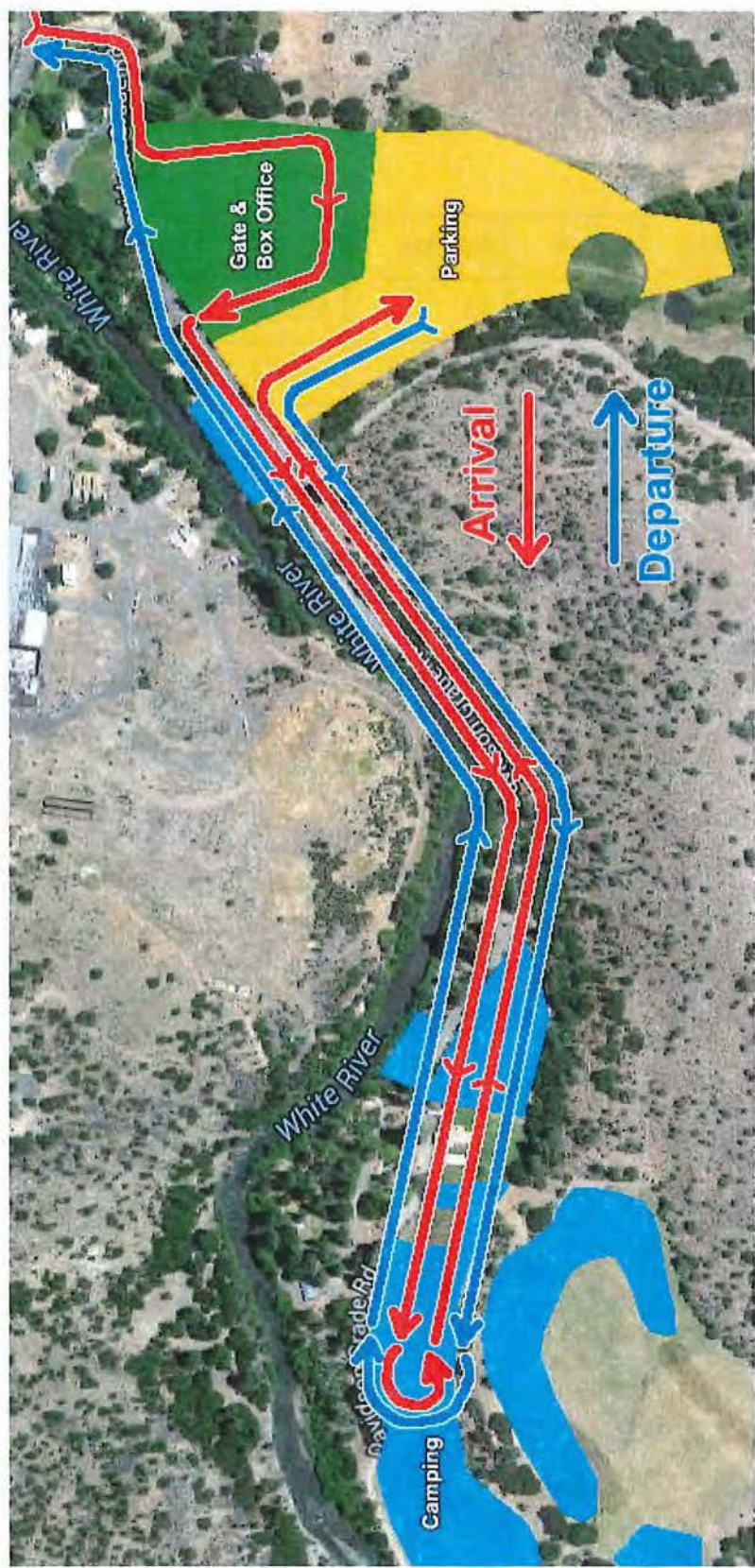
Attachment G: SOAK*2020 Site Plan



Attachment H: SOAK*2020 Evacuation Map



Attachment I: SOAK*2020 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



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE WASCO COUNTY BOARD OF COMMISSIONERS APPROVING AN OUTDOOR MASS GATHERING FOR SOAK 2020, AN ARTS FESTIVAL AND CAMPING EVENT, MAY 21-25, 2020 FILE 921-19-000169-PLNG

ORDER #19-155

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 Commissioners being present; and

IT APPEARING TO THE BOARD: That on October 21, 2019, a complete application was received from SOAK, LLC for an outdoor mass gathering as defined by ORS 433.735. The subject property is located at 89720 Davidson Grade Road, Tygh Valley, OR, 97063; further described as: 4S 13E 10 800, Acct# 10464; 4S 13E 15 100, Acct# 10445; 4S 13E 0 2200, Acct# 12314. The dates of the proposed outdoor mass gathering, an arts festival and camping event, are May 21-25, 2020, with attendees up to 1,900 including staff and volunteers; and

IT FURTHER APPEARING TO THE BOARD: That notice of the complete application was sent to the Wasco County Sheriff, North Central Public Health District, Wasco County Public Works, the Tygh Valley Fire Department, the Juniper Flats Fire Department, Oregon State Fire Marshall, Oregon Department of Forestry and the Bureau of Land Management. Each agency receiving notice of the application was invited to submit written comments on the application; and

IT FURTHER APPEARING TO THE BOARD: That at 9:00 a.m. on Wednesday, December 18, 2019, the Wasco County Board of Commissioners met to conduct a public hearing on the compliance of the outdoor mass gathering application with the applicable statute and administrative rules. Notice of the hearing was published in The Dalles Chronicle, and was mailed to owners of property within 750 feet of the subject parcel. The public hearing was opened, the staff report was presented, and testimony was received.

IT FURTHER APPEARING TO THE BOARD: That having considered the matter, and based upon evidence and testimony presented at the hearing, voted ___ to ___ to approve/disapprove the application for the outdoor mass gathering.

FINDINGS OF FACT

1. Upon examination of the permit application and information in the record, The Board finds the outdoor mass gathering creates a potential for injury to persons or property, and therefore requires an insurance policy of not less than \$1,000,000 described below in Condition C.
2. In making its decision, The Board recognizes the procedural and legal requirements of Oregon Revised Statute 433.735–433.770, Oregon Administrative Rule 333 Division 39, and the Wasco County Land Use

and Development Ordinance, and weighed fully Applicant's demonstrated compliance, or ability to comply, with the health and safety rules governing outdoor mass gatherings.

3. Any decision of a county governing body on an application for a permit to hold an outdoor mass gathering may be appealed to a circuit court for the county as provided in ORS 34.020 to 34.100.
4. The Board adopts findings and conditions contained in the Summary of Information and Staff Report published on December 12, 2019.

CONDITIONS

- 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 2020 shall be 1,900, 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 2020, 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 storing 200,000+ gallons approximately 1 mile away which will be provided by Tygh Valley Water through contract.
- 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. **Gray Water:** No gray water is anticipated by the applicant. In coordination with the North Central Public Health District, the applicant shall develop a plan for unanticipated gray 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 2020 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. At least one Department of Public Safety Standards and Training (DPSST) certified supervisor must be on shift at all times.
 - 2. 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.
 - 3. 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.

CONCLUSIONS OF LAW

- 1. This request is for an outdoor mass gathering entitled SOAK 2018, an arts festival and camping event, May 21-25, 2020.
- 2. With findings of fact in the Summary of Information and Staff Report published on December 7, 2020, the Board's decision is consistent with Oregon Revised Statute 433.735 – 433.770, Oregon Administrative Rule 333 Division 39, and the Wasco County Land Use and Development Ordinance.

NOW, THEREFORE, IT IS HEREBY ORDERED: That the Wasco County Board of Commissioners approves/disapproves the request for an outdoor mass gathering, subject to the conditions listed herein.

DATED this 18th day of December, 2019.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Bradley V. Timmons, County Counsel

Steven D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner



MOTION

SUBJECT: Proposed SOAK OMG Motion

I move to approve Order 19-155 approving an Outdoor Mass Gathering for SOAK 2020, an arts festival and camping event, May 21-25, 2020 file 921-19-000169-PLNG.



AGENDA ITEM

District Meetings

[LIBRARY SERVICE DISTRICT PACKET](#)

[EXTENSION SERVICE DISTRICT PACKET](#)



AGENDA ITEM

STOP Center

[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM: RETURN TO AGENDA](#)



AGENDA ITEM

Finance Policies

[INTRODUCTORY EMAIL](#)

[EXPENDITURES POLICY](#)

[INVESTMENT POLICY](#)

[MOTION LANGUAGE](#)

On Thu, Nov 14, 2019 at 10:23 AM Kayla Nelson <kaylan@co.wasco.or.us> wrote:

Tyler,

I added some additional paragraphs to the draft expense policy for the expenses you had wanted additional clarification on. Please review and provide feedback when you are available. I am going to send the investment policy for legal review, as there are no changes from the prior policy.

Kayla

On Tue, Oct 15, 2019 at 7:59 AM Kayla Nelson <kaylan@co.wasco.or.us> wrote:

Hi Tyler,

Circling back on this policy, would you like to discuss further before we send to legal?

Kayla

On Mon, Oct 7, 2019 at 9:27 AM Kayla Nelson <kaylan@co.wasco.or.us> wrote:

Hi Tyler,

The current policy is attached. We put some effort in to ensuring the current policy doesn't read like a procedural document, which the existing policy does (22 pages phew!). We found majority of the fringe benefit and reimbursement language no longer relevant.

As for the items you mentioned:

- IRS rates are mentioned under travel expenses as the only rate we follow strictly is the mileage rate. This document does make the finance department the "withholding agent" or tax authority for the County so determination for taxability purposes is handled on a case by case basis (the most common are listed in the document).
- I'm not sure of credit card incentives, can you tell me what you're describing?
- Meals are, in general, left to department head discretion with the understanding that they should be in line with GSA rates for travel, or should be well documented if entertaining or providing meals to staff, etc. We found that the meal descriptions in the existing policy were very confusing and most employees could not interpret them and relied on our judgment in the finance office.

Let me know your thoughts, and thanks for the quick response this morning!

Kayla



WASCO COUNTY FINANCIAL POLICIES

#4. EXPENDITURES

Adopted: XX/XX/2019

GENERAL EXPENDITURE GUIDELINES

All department heads share in the responsibility of reviewing the County's long-term financial viability, its general spending trends, its projected incomes, and educating themselves and employees on the necessary short and long-term balance between revenues and expenditures. Department heads are responsible for administering his/her departmental budget.

Expenditures are controlled through appropriate internal controls and procedures. All County employees share in the responsibility for compliance with the legally adopted budget, with guidance from the Finance Department.

High priority is given to expenditures that will reduce future operating costs, such as increased utilization of technology and equipment.

FRINGE BENEFITS

All expenses are reviewed by the finance department for evaluation of taxability, in accordance with current tax code and/or IRS Publication 15-B.

General Expense Categories and Taxability:

Awards, Prizes, and Gifts. Cash awards and cash gifts to employees, of any amount, are taxable and must be paid through Payroll. Non-cash awards/prizes/gifts greater than \$50 or cash equivalent (i.e., gift certificates) of any amount are also taxable. Most awards to employees are considered to be wages to the employee and are subject to tax. The \$50 limit is cumulative within each calendar year, per IRS regulations.

Clothing. Clothing that is not marked and is not safety related and is generally adaptable to usage as ordinary clothing is taxable. Clothing that is required for the employee's position such as steel toe boots and hard hats, or clothing provided by the County that is distinguishably marked with a County logo and prescribed as a uniform are non-taxable.

Discounts Greater than 20 Percent. Discounts to employees for County events, products, or services that exceed 20 percent of the prices offered to the general public are taxable. However, these discounts are not taxable if the County can demonstrate that these discounts do not result in an increased cost to the County.

Housing Allowance. Direct payments to employees to cover housing or utility costs are considered taxable income to the employee and paid through Payroll. Housing paid by the County directly to an apartment complex or mortgage company or otherwise provided by the County may be excluded from the employee's income if all three conditions are met: Housing is on or in close proximity to the County's business premises; Housing is furnished for the convenience of the County and for a substantial non-compensatory business reason, such as the employee must be available on a 24-hour basis; and housing is furnished as a condition of employment necessitated by the proper performance of duties. There is no exclusion if the employee may choose between free housing or a housing allowance.

Moving Expenses. Treatment of moving expenses is described below:

- House Hunting: Reimbursements for travel costs associated with a new employee and family members looking for a house or apartment in the vicinity of a new place of employment are fully taxable to the employee. House hunting reimbursements are limited to one trip of no more than seven days.
- Reimbursement of expenses associated with transporting the employee and family members to the new home are generally taxable to the employee, except that reimbursement for airfare, mileage and lodging (but not meals) are non-taxable if the following requirements are met:
 - The employee's new job location is at least 40 miles farther from the employee's former home than the former job location was;
 - The employee works at least 39 weeks during the first 12 months after the move;
 - The non-taxable reimbursement for mileage does not exceed IRS limits.
- Temporary Storage of Household Items Greater than 30 Days After Leaving the Previous Home: Reimbursement of expenses for the storage of items during the first 30 days after leaving the previous home is non-taxable, provided that the move satisfies the 50-mile and 39-week requirements described above. Reimbursements of expenses for storage and related insurance costs incurred after 30 days, is fully taxable to the employee.
- The cost of transporting household items from the previous home (or storage) to the new home (or storage) is non-taxable, provided that the move satisfies the 50-mile and 39-mile week requirements described above. If this expense is reimbursed directly to an employee, the IRS requires that this be noted on the employee's Form W-2 as a non-taxable reimbursement.

Non-Overnight meals. Meal expenses incurred while traveling for only one day, without staying overnight, are generally considered taxable. Meal expenses for same day travel are not normally appropriate unless the reason for travel does not allow time for the employee to get a meal. Generally speaking, coffee or snacks on the way to a business meeting would not be appropriate expenditures of the County.

This list is not exhaustive, and fringe benefits offered to employees may fluctuate and change over time at the discretion of the Board of County Commissioners and the Administrative

Officer. Questions or issues concerning applicable tax laws or withholding agent responsibilities are to be directed to the Finance Department.

BUSINESS EXPENSES

Use of County funds shall be restricted to occasions that can be demonstrated as a business necessity and provides benefit to the County. Authority to approve business expenses is delegated to the Department Directors and verified by the Finance Department.

Business expenditures must be documented to show the following:

- 1) Identification by name(s) of the persons or group attending.
- 2) A statement as to the reason for such activity, indicating how the expense benefited the County and clarifying the relationship of the persons in attendance (titles, committee name, reason for meeting, etc.).
- 3) An itemized receipt for the purchase.

Expenses may only be charged to contracts or grants with the County if such expense is not prohibited by the terms of the contract or grant and provides a specific, documented benefit to the contract or grant.

Other Business Expenses:

In-House Meetings: Meetings for staff or visitors that occur from time to time where the provision of a meal is reasonable are appropriate.

Prospective Employees: Travel and other reasonable expenses for visits to the County by prospective employees are appropriate.

Official Guests of the County: Reasonable expenses for official guests, such as visitors from other government entities, individuals interested in County programs, and business and community leaders from the region and state, who are invited to visit the County are acceptable.

Expenses for alcoholic beverages may not be paid for with County funds.

TRAVEL EXPENSES

Employee purchasing cards should be leveraged during travel. If a purchasing card is not available at the time of travel, employees should submit an Employee Reimbursement Request to the Finance Department with the same documentation as would be with use of a card.

Travel meals and lodging expenses for business should be approved in advance by the Department Director and should be in alignment with then current GSA rates (www.gsa.gov). If expenses are found to be in excess of current GSA rates, the employee may be responsible for reimbursing the County if it was purchased on their P-Card. Employees should use government rates when available.

Valid travel expenses are only for Wasco County employees, not spouses or other accompanying family members.

Mileage reimbursement will be paid at the Federal mileage rate. To receive reimbursement, employees should submit an Expense Reimbursement Form to the Finance Department. County owned vehicles should be used for travel if they are available.

Reasonable effort should be made to ensure airfare purchased for business travel is purchased at the lowest price available, with the lowest priced airline, and should include the option to be cancelled, refunded or transferable.

Hourly employees will be paid for their shift in accordance with OAR 839-020-0045.

The Finance Department will validate approval and ensure appropriate documentation is submitted for each transaction.

APPROVED this 18th day of December, 2019.

WASCO COUNTY BOARD OF COMMISSIONERS

Steve D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner

APPROVED AS TO FORM:

Bradley V. Timmons
Wasco County Counsel



WASCO COUNTY FINANCIAL POLICIES

#7. INVESTMENTS

Adopted: XX/XX/ 2019

PURPOSE

This Investment Policy defines the parameters within which funds are to be invested by Wasco County. The Wasco County is a County whose purpose is to manage the county efficiently for taxpayers providing governmental services. This policy also formalizes the framework, pursuant to ORS 294.135, for the Wasco County's investment activities to ensure effective and judicious management of funds within the scope of this policy.

These guidelines are intended to be broad enough to allow designated investment staff to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

GOVERNING AUTHORITY

Wasco County's investment program shall be operated in conformance with Oregon Revised Statutes and applicable federal law. Specifically, this investment policy is written in conformance with ORS 294.035; 294.040; 294.052; 294.135; 294.145; and 294.810. All funds within the scope of this policy are subject to laws established by the state of Oregon. Any revisions or extensions of these sections of the ORS shall be assumed to be part of this Investment Policy immediately upon being enacted.

SCOPE

This policy applies to activities of Wasco County with regard to investing the financial assets of operating funds, capital funds, bond proceeds, and bond reserve funds. Funds managed by Wasco County that are governed by other investment policies are excluded from this policy; however, all funds are subject to Oregon Law. The amount of funds falling within the scope of this policy over the next three years is expected to range between \$1 million and \$10 million.

GENERAL OBJECTIVES

The primary objectives, in priority order, of investment activities shall be:

1. Preservation of Invested Capital

Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal is to mitigate credit risk and interest rate risk.

2. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all reasonably anticipated operating requirements. Furthermore, the portfolio should consist largely of securities with active secondary or resale markets. A portion of the portfolio also may be placed in the Oregon

Short Term Fund which offers next-day liquidity. Where possible and prudent, the portfolio should be structured so that investments mature concurrent with anticipated demands.

3. Return

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration the safety and liquidity needs of the portfolio. Although return consists of both principal return (gains and losses due to market value fluctuations) and income return (yield), this policy discourages active trading and turnover of investments. Investments should generally be held to maturity

STANDARDS OF CARE

Prudence

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported and appropriate action is taken to control adverse developments within a timely fashion as defined in this policy.

The "prudent person" standard states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the governing body. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Wasco County. Officers and employees shall, at all times, comply with the State of Oregon Government Standards and Practices code of ethics set forth in ORS Chapter 244.

Delegation of Authority and Responsibilities

Governing Body

The Board of Commissioners will retain ultimate fiduciary responsibility for invested funds. The governing body will receive reports, pursuant to, and with sufficient detail to comply with ORS 294.085 and 294.155.

Delegation of Authority

Authority to manage investments within the scope of this policy and operate the investment program in accordance with established written procedures and internal controls is granted to the County Treasurer and the Finance Director, hereinafter referred to as Investment Officer, and

derived from the following: ORS 294.035 to 294.053, 294.125 to 294.145, and 294.810.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

All participants in the investment process shall seek to act responsibly as custodians of the public trust. No officer or designee may engage in an investment transaction except as provided under the terms of this policy and supporting procedures.

Investment Committee

The Board of Commissioners may seek to establish an investment committee to provide guidance to the Investment Officer(s) and monitor investment policy compliance. The Investment Committee should consist of at least three (3) members at a minimum. The Treasurer is the committee chair and the committee should also have one (1) Commissioner and one other member of the public selected by the Board of Commissioners.

Investment Municipal Advisor

The Board of Commissioners may engage the services of one or more external investment managers to assist in the management of the entity's investment portfolio in a manner consistent with this investment policy. Investment advisers may be hired on a non-discretionary basis. All investment transactions by approved investment advisers must be pre-approved in writing by the Investment Officer and compliant with this Investment Policy. If Wasco County hires an investment adviser to provide investment management services, the adviser is authorized to transact with its direct dealer relationships on behalf of Wasco County.

TRANSACTION COUNTERPARTIES, INVESTMENT ADVISERS AND DEPOSITORIES

Broker/Dealers

The Investment Officer shall determine which broker/dealer firms and registered representatives are authorized for the purposes of investing funds within the scope of this investment policy. A list will be maintained of approved broker/dealer firms and affiliated registered representatives. The following minimum criteria must be met prior to authorizing investment transactions. The Investment Officer may impose more stringent criteria.

Broker/Dealer firms must meet the following minimum criteria:

- Be registered with the Securities and Exchange Commission (SEC)
- Be registered with the Financial Industry Regulatory Authority (FINRA)
- Provide most recent audited financials
- Provide FINRA Focus Report filings

Approved broker/dealer employees who execute transactions with Wasco County must meet the following minimum criteria:

- Be a registered representative with the Financial Industry Regulatory Authority (FINRA);
- Be licensed by the state of Oregon;
- Provide certification (in writing) of having read; understood; and agreed to comply with the most current version of this investment policy.

The Investment Officer may want to establish policy for engaging broker/dealer firms and registered representatives that are more restrictive than stated in this policy. Additional requisites or due diligence items may include:

- Positive references from at least three other local government clients.
- As part of the periodic due diligence review, inquiries with other local government clients with regard to their recent experiences with broker/dealer firms or registered representatives and any change in relationship status.
- Requirement that approved registered representatives provide notification within 30 days of any formal investigations or disciplinary actions initiated by federal or state regulators.
- Requirement that prospective registered representatives have an established history of advising local governments with similar amounts of assets under management.

Periodic (at least annual) review of all authorized broker/dealers and their respective authorized registered representatives will be conducted by the Investment Officer. Factors to consider would be:

- Pending investigations by securities regulators
- Significant changes in net capital
- Pending customer arbitration cases
- Regulatory enforcement actions

Direct Issuers

Obligations that are permitted for purchase by this policy may be purchased directly from the issuer.

Investment Advisers

A list will be maintained of approved advisers selected by conducting a process of due diligence. The following items are required for all approved Investment Advisers:

- The investment adviser firm must be registered with the Securities and Exchange Commission (SEC) or licensed by the state of Oregon (*Note: Investment adviser firms with assets under management > \$100 million must be registered with the SEC, otherwise the firm must be licensed by the state of Oregon*).
- All investment adviser firm representatives conducting investment transactions on behalf of Wasco County must be registered representatives with FINRA.
- All investment adviser firm representatives conducting investment transactions on behalf of Wasco County must be licensed by the state of Oregon.
- Certification, by all of the adviser representatives conducting investment transactions on behalf of this entity, of having read, understood and agreed to comply with this investment policy.

A periodic (at least annual) review of all investment advisers under contract will be conducted by the Investment Officer to determine their continued eligibility within the portfolio guidelines.

Factors to consider would be:

- Pending investigations by securities regulators
- Significant changes in net capital
- Pending customer arbitration cases

- Regulatory enforcement actions

The Investment Officer may want to establish guidelines or policy for engaging investment advisers' services that are more restrictive than stated in this policy. Additional requisites or due diligence items may include:

- Positive references from at least three other local government clients of a prospective investment adviser firm.
- As part of the periodic due diligence review, inquiries with other local government clients of approved investment advisers with regard to their recent experiences with the adviser and any change in the relationship status.
- Requirement that approved investment advisers provide notification within 30 days of a relationship termination by an Oregon based local government.
- Requirement that approved investment adviser provide notification within 30 days of any formal investigations or disciplinary actions initiated by federal or state regulators.
- Requirement that prospective investment advisers have an established history of advising local governments with similar amounts of assets under management.

Depositories

All financial institutions who desire to become depositories must be qualified Oregon Depositories pursuant to ORS Chapter 295.

Competitive Transactions

The Investment Officer shall obtain and document competitive bid information on all investments purchased or sold in the secondary market. Competitive bids or offers should be obtained, when possible, from at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.

In the instance of a security for which there is no readily available competitive bid or offering on the same specific issue, then the Investment Officer shall document quotations for comparable or alternative securities.

When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price. However, the Investment Officer is encouraged to document quotations on comparable securities.

If an investment adviser provides investment management services, the adviser must retain documentation of competitive pricing execution on each transaction and provide upon request.

ADMINISTRATION AND OPERATIONS

1) Delivery vs. Payment

All trades of marketable securities will be executed (cleared and settled) by delivery vs. payment (DVP) to ensure that securities are deposited in the Wasco County's safekeeping institution prior to the release of funds.

2) Third-Party Safekeeping

Securities will be held by an independent third-party safekeeping institution selected by the Wasco County. All securities will be evidenced by safekeeping receipts in the Wasco County

name. Upon request, the safekeeping institution shall make available a copy of its Statement on Standards for Attestation Engagements (SSAE) No. 16.

3) Internal Controls

The investment officer and the Board of Commissioners are jointly responsible for establishing and maintaining an adequate internal control structure designed to reasonably assure that invested funds are invested within the parameters of this Investment policy and, protected from loss, theft or misuse. Specifics for the internal controls shall be documented in writing. The established control structure shall be reviewed and updated periodically by the Board of Commissioners.

The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management.

The internal controls shall address the following points at a minimum:

- Compliance with Investment Policy
- Control of collusion
- Separation of transaction authority from accounting and record keeping
- Custodial safekeeping
- Avoidance of physical delivery of securities whenever possible and address control requirements for physical delivery where necessary
- Clear delegation of authority to subordinate staff members
- Confirmation of transactions for investments and wire transfers in written or digitally verifiable electronic form
- Dual authorizations of wire and automated clearing house (ACH) transfers
- Staff training
- Review, maintenance and monitoring of security procedures both manual and automated

4) External Audit

An external auditor shall provide an annual independent review to assure compliance with Oregon state law and Wasco County policies and procedures.

SUITABLE AND AUTHORIZED INVESTMENTS

Permitted Investments

The following investments are permitted pursuant to ORS 294.035, 294.040, and ORS 294.810. *(Note: Permitted investments may be more restrictive than ORS 294.035 and 294.810).*

- *US Treasury Obligations: U.S. Treasury and other government obligations that carry the full faith and credit guarantee of the United States for the timely payment of principal and interest.*
- *US Agency Obligations: Senior debenture obligations of US federal agencies and instrumentalities or U.S. government sponsored enterprises (GSE).*
- *Oregon Short Term Fund*
- *Corporate Indebtedness*
 - *Commercial Paper issued under the authority of section 3(a)2 or 3(a)3 of the*

Securities Act of 1933.

- *Corporate Bonds*
- *Repurchase Agreements*
- *Municipal Debt*
- *Bankers Acceptances*
- *Qualified Institution Time Deposits/Savings Accounts/Certificates of Deposit*

Approval of Permitted Investments

If additional types of securities are considered for investment, per Oregon state statute they will not be eligible for investment until this Policy has been amended and the amended version adopted by Wasco County.

Prohibited Investments

The following investments are not permitted:

Private Placement or "144A" Securities

Private placement or "144A" securities are not allowed. For purposes of the policy, SEC Rule 144A securities are defined to include commercial paper privately placed under section 4(a)(2) of the Securities Act of 1933.

US Agency Mortgage-backed Securities

US agency mortgage-backed securities such as those securities issued by FNMA and FHLMC are not allowed.

Securities Lending

The Wasco County shall not lend securities nor directly participate in a securities lending program.

Demand Deposits and Time Deposits

All demand deposits and time deposits (Examples of time deposits are: certificates of deposit and savings accounts) shall be held in qualified Oregon depositories in accordance with ORS Chapter 295.

Demand deposits in qualified depository institutions are considered cash vehicles and not investments and are therefore outside the scope and restrictions of this policy. Pursuant to ORS 294.035(3)(d), time deposits, certificates of deposit and savings accounts are considered investments and within the scope of this policy.

Repurchase Agreements

ORS 294.035 (3)(j) requires repurchase agreement collateral to be limited in maturity to three years and priced according to percentages prescribed by written policy of the Oregon Investment Council or the Oregon Short Term Fund Board.

ORS 294.135 (2) limits the maximum term of any repurchase agreement to 90 days.

The OSTF Board has adopted the following margins:

- US Treasury Securities: 102%
- US Agency Discount and Coupon Securities: 102%
- Mortgage Backed and Other*: 103% (*Limited to those securities described in ORS

294.035(1))

INVESTMENT PARAMETERS**Credit Risk**

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. Credit risk will be mitigated by the following guidelines:

1) Diversification

It is the policy of Wasco County to diversify its investments. Where appropriate, exposures will be limited by security type; maturity; issuance, issuer, and security type. Allowed security types and Investment exposure limitations are detailed in the table below.

2) Recognized Credit Ratings

Investments must have a rating from at least two of the following nationally recognized statistical ratings organizations (NRSRO): Moody's Investors Service; Standard & Poor's; and Fitch Ratings Service as detailed in the table below. Ratings used to apply the guidelines below should be investment level ratings and not issuer level ratings.

3) Portfolio Average Credit Rating

The minimum weighted average credit rating of the portfolio's rated investments shall be Aa/AA/AA by Moody's Investors Service; Standard & Poor's; and Fitch Ratings Service respectively.

4) Exposure Constraints and Minimum Investment Credit Ratings

The following table limits exposures among investments permitted by this policy:

Exposure Constraints and Minimum Investment Credit Ratings

Issue Type	Maximum % Holdings	Minimum Ratings Moody's / S&P / Fitch
US Treasury Obligations	100%	None
US Agency Securities	100%	-
Per Agency (Senior Obligations Only)	33%	-
Oregon Short Term Fund	Maximum allowed per ORS 294.810	-
Bankers' Acceptances	25% ⁽¹⁾	A1+/P1/F1+
Time Deposits/Savings Accounts/Certificates of Deposit ⁽²⁾	50%	-
Per Institution	25%	
Repurchase Agreements	5%	-
Corporate Debt (Total)	15% ⁽³⁾	-
Corporate Commercial Paper	15% ⁽³⁾	
Per Issuer	2.5% ⁽⁴⁾	A1/P1/F1

Corporate Bonds	10% ⁽³⁾	
Per Issuer	2.5% ⁽⁴⁾	Aa2/AA/AA
Municipal Debt (Total)	10%	- A1/P1/F1
Municipal Commercial Paper	10%	Aa2/AA/AA
Municipal Bonds	10%	

(1) 25% Maximum per ORS 294.035(D)

(2) As authorized by ORS 294.035(3)(d)

(3) 35% Maximum per ORS 294.035(D)

(4) 5% Maximum per ORS 294.035(D)

5) Determining a Security's Rating

A single rating will be determined for each investment by utilizing the lowest security level rating available for the security from Standard and Poor's, Moody's Investor Services and Fitch Ratings respectively.

6) Restriction on Issuers With Prior Default History

Per ORS 294.040, the bonds of issuers listed in ORS 294.035 (3)(a) to (c) may be purchased only if there has been no default in payment of either the principal or the interest on the obligations of the issuing county, port, school district or city, for a period of five years next preceding the date of the investment.

Liquidity Risk

Liquidity risk is the risk that an investment may not be easily marketable or redeemable. The following strategies will be employed to mitigate liquidity risks:

- The value of at least 25% of funds available for investing or three months of budgeted operating expenditures will be invested in investments maturing in less than 60 days to provide sufficient liquidity for expected disbursements.
- Funds in excess of liquidity requirements are allowed for investments maturing in greater than one year. However, longer-term investments tend to be less liquid than shorter term investments. Portfolio investment maturities will be limited as follows:

Total Portfolio Maturity Constraints

Maturity Constraints	Minimum % of Total Portfolio
Under 60 days	25% or three months Estimated Operating Expenditures
Under 1 year	50%
Under 3 years	75%
Under 5 years	100%

- Reserve or Capital Improvement Project monies may be invested in securities exceeding the maximum term if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.
- Larger issuance sizes enhance liquidity as there are likely to be a greater number of investors. Issuance sizes above a minimum amount qualify a corporate or municipal debt bond issuance for index eligibility. Index eligible bonds have a significantly larger investor base which improves liquidity.

- Limiting investment in a specific debt issuance improves secondary market liquidity by assuring there are other owners of the issuance:

Issue Type	Maximum % of Issuance* (Par)
US Agency Securities	50%
Corporate Debt (Total)	-
Corporate Commercial Paper Corporate Bonds	100%
Municipal Bonds	25%

*The par amount issued under a single CUSIP.

Interest Rate Risk

Longer-term investments have the potential to achieve higher returns but are also likely to exhibit higher market value volatility due to the changes in the general level of interest rates over the life of the investment(s). Interest rate risk will be mitigated by providing adequate liquidity for short term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. Certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the interest rate risk profile of the portfolio differently in different interest rate environments. The following strategies will be employed to control and mitigate adverse changes in the market value of the portfolio due to changes in interest rates:

- Where feasible and prudent, investment maturities should be matched with expected cash outflows to mitigate market risk.
- To the extent feasible, investment maturities not matched with cash outflows, including liquidity investments under one year, should be staggered to mitigate re-investment risk.
- No commitments to buy or sell securities may be made more than 14 days prior to the anticipated settlement date, or receive a fee other than interest for future deliveries.
- The maximum percent of callable securities in the portfolio shall be 35%;
- The maximum stated final maturity of individual securities in the portfolio shall be five years, except as otherwise stated in this policy.
- The maximum portfolio average maturity (measured with stated final maturity) shall be 2.5 years.

INVESTMENT OF PROCEEDS FROM DEBT ISSUANCE

Investments of bond proceeds are restricted under bond covenants that may be more restrictive than the investment parameters included in this policy. Bond proceeds shall be invested in accordance with the parameters of this policy and the applicable bond covenants and tax laws.

Funds from bond proceeds and amounts held in a bond payment reserve or proceeds fund may be invested pursuant to ORS 294.052. Investments of bond proceeds are typically not invested for resale and are maturity matched with outflows. Consequently, funds within the scope of ORS 294.052 are not subject to this policy's liquidity risk constraints.

INVESTMENT OF RESERVE OR CAPITAL IMPROVEMENT FUNDS

Pursuant to ORS 294.135(1)(b), reserve or capital Improvement project monies may be invested in securities exceeding three years when the funds in question are being accumulated for an anticipated use that will occur more than 18 months after the funds are invested, then, upon the approval of the governing body of the county, municipality, school district or other political subdivision, the maturity of the investment or investments made with the funds may occur when the funds are expected to be used.

GUIDELINE MEASUREMENT AND ADHERENCE

Guideline Measurement

Guideline measurements will use market value of investments.

Guideline Compliance

- If the portfolio falls outside of compliance with adopted investment policy guidelines or is being managed inconsistently with this policy, the Investment Officer shall bring the portfolio back into compliance in a prudent manner and as soon as prudently feasible.
- Violations of portfolio guidelines as a result of transactions; actions to bring the portfolio back into compliance and; reasoning for actions taken to bring the portfolio back into compliance shall be documented and reported to the Board of Commissioners.
- Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

REPORTING AND DISCLOSURE

Compliance

The Investment Officer shall prepare a report at least quarterly that allows the Board of Commissioners to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the investment oversight body. The report will include, at a minimum, the following:

- A listing of all investments held during the reporting period showing: par/face value; accounting book value; market value; type of investment; issuer; credit ratings; and yield to maturity (yield to worst if callable).
- Average maturity of the portfolio at period-end
- Maturity distribution of the portfolio at period-end
- Average portfolio credit quality of the portfolio at period-end
- Average weighted yield to maturity (yield to worst if callable investments are allowed) of the portfolio
- Distribution by type of investment
- Transactions since last report
- Distribution of transactions among financial counterparties such as broker/dealers
- Violations of portfolio guidelines or non-compliance issues that occurred during the prior period or that are outstanding. This report should also note actions (taken or planned) to bring the portfolio back into compliance.

Performance Standards/ Evaluation

At least annually, the Investment Officer shall report comparisons of investment returns to relevant alternative investments and comparative Bond Indexes. The performance of the portfolio should be compared to the performance of alternative investments such as available certificates of deposit; the Oregon Short Term Fund; US Treasury rates; or against one or bond indices with a similar risk profile (e.g., Bond indexes comprised high grade investments and maximum maturities of three years). When comparing performance, all fees and expenses involved with managing the portfolio shall be included in the computation of the portfolio's rate of return.

Marking to Market

The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly.

Audits

Management shall establish an annual process of independent review by the external auditor to assure compliance with internal controls. Such audit will include tests deemed appropriate by the auditor.

POLICY MAINTENANCE AND CONSIDERATIONS**Review**

The investment policy shall be reviewed in accordance with the current policy review cycle.

The annual report should also serve as a venue to suggest policies and improvements to the investment program, and shall include an investment plan for the coming year.

Exemptions

Any investment held prior to the adoption of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested as provided by this policy.

Policy Adoption and Amendments

This investment policy and any modifications to this policy must be formally approved in writing by the Board of Commissioners of Wasco County.

This policy must be submitted to the Oregon Short Term Fund (OSTF) Board for review if:

This policy allows maturities beyond 18 months unless the funds are being accumulated for a specific purpose, including future construction projects, and upon approval of the Board of Commissioners, the maximum maturity date matches the anticipated use of the funds (ORS 294.135(1)(b) and 294.135(3)).

And either:

- 1) This policy has never been submitted to the OSTF Board for comment;

Or

- 2) Material changes have been made since the last review by the OSTF Board.

Regardless of whether this policy is submitted to the OSTF Board for comment, this policy shall be re-submitted not less than annually to the Board of Commissioners for approval.

APPROVED this 18th day of December, 2019.

WASCO COUNTY BOARD OF COMMISSIONERS

Steve D. Kramer, Commission Chair

Scott C. Hege, Vice-Chair

Kathleen B. Schwartz, County Commissioner

APPROVED AS TO FORM:

Bradley V. Timmons
Wasco County Counsel



MOTION

SUBJECT: Proposed Finance Policies Motion

Expenditures Policy: I move to approve the Wasco County Expenditures Policy to supersede any previously adopted Expenditure Policies.

Investment Policy: I move to approve the Wasco County Investment Policy to supersede any previously adopted Investment Policies.



AGENDA ITEM

Watershed Councils – Annual Report

[2019 WATERSHED COUNCIL REPORT](#)

2018-2019

WASCO COUNTY AREA WATERSHEDS



*The Coordinating Board,
Mosier, Fifteenmile, The
Dalles, White River &
Bakeoven/Buck Hollow
Watersheds*

Mosier Watershed Council continued their focus on numerous watershed and groundwater concerns.

Groundwater level declines in the Mosier Valley are a priority concern for the Council. OWRD Hydrogeologist Aurora Bouchier, provides groundwater level updates to the council each Spring and Fall. She collects the data from 15 observation wells and analyzes the declines based on data dating back to 2011. Monitoring results over the course of the last fiscal year have showed continuous declines in levels in March (Spring readings) as well as declines from her readings in September (Fall). Groundwater trends have slowed but are still showing a decrease in elevation. Although water levels have yet to increase despite Mosier Watershed Councils efforts, it is important to note that the previous years precipitation (snow pack) and ground water production (arguably larger factor) play a major role in current years Spring time water levels.

Replacing commingling wells in priority area Zone 1, continued and was reaching completion at the end of the fiscal year. The contracted drillers had decommissioned 8 wells, drilled/ replaced 11 wells, repaired 1 well and were in the process of drilling the 12th well. It was anticipated that the last two wells would come in under budget allowing the remaining surplus from the Mosier Million to go towards completing two additional wells. At the conclusion of the Mosier Million project there will be 13 total wells replaced in the Priority Area Zone 1.

The surface water subcommittee kept the council up to speed with efforts to restore the area that was destroyed by the train derailment in 2017. Many iterations between the City, UPRR and other agencies have been drafted but there is yet to be an agreement on a restoration plan. Mike Igo and Colleen Coleman have

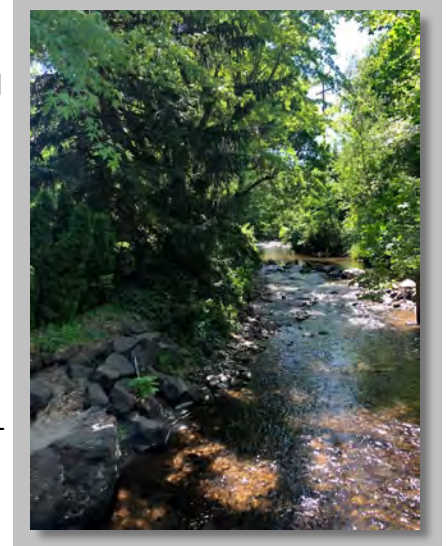


been consistent in making sure the restoration plan addresses resource concerns in that area including noxious weeds, and replanting with native species.

DEQ is also heavily involved with monitoring the groundwater contamination since the derailment. DEQ's Bob Schwarz has provided updates on the contamination levels, and the success of the biosparging system. The system was pulled in March and DEQ began testing their 11 monitoring wells to see if there had been an increase in contaminants. DEQ tests for two suites of petroleum contaminant concentrations and over 60 different compounds. The system was successful. There was no rebound in contaminant concentrations, no detections were at levels harmful to humans or animals and no VOC's were detected.

The Dalles Watershed Council has stayed persistent the last fiscal year focusing on water quality related issues in the watershed and remained up to date on local partner involvement and activities.

Monitoring water quality issues in The Dalles Watershed comes in several different forms. Since 2009 The Dalles Watershed Council has consistently sampled Mill Creek for E.coli bacteria contamination. Although concentrations and detections have fluctuated throughout the years, the council has stayed focused on their data collection and monitoring efforts. Over the course of 2018-2019, there have been over 60 samples collected at 6 different locations. With the help of DEQ and The City of The Dalles, the council has narrowed their focus to the Skyline Tributary which is located at the edge of the city limits. Concentrations in this tributary are regularly in exceedance of water quality limits for recreational use and have become a chronic problem. The further upstream the samples are collected, the lower the E.coli concentrations and detection frequency.



Along with E.coli monitoring, the council has been heavily involved in the Pesticide Stewardship Partnership (PSP) since 2011-12. Over 130 insecticides, herbicides and fungicides are analyzed along with their breakdown products. Kevin Masterson, with DEQ, annually attends council meetings to share the results from the previous sampling season. This last fiscal year was the most successful year to date. For the 2018 sampling season, there were 15 sampling events from late March through mid-July and two events in September. The results showed a significant decrease in pesticide detections, with the lowest numbers since the programs start. DEQ considers the progress The Dalles and Wasco County has made with this effort a success story that can be shared across the state.



Steelhead and Lamprey monitoring are also regular discussions at the council meetings. Representatives from the Oregon Department of Fish and Wildlife (ODFW) and Confederated Tribes of Warm Springs (CTWS), annually attend council meetings to share updates on their monitoring efforts and discuss areas where the council may be able to assist in restoration or outreach efforts.

This past year also marked the first annual Tree Sale event that was co-hosted by The Dalles Watershed Council. The event was a huge success with most plants being sold out within the first half hour of the event. Aside from the very successful sale, it was a great opportunity for the council members to mingle with folks outside of our usual distribution areas and share what good work the councils do and how community members can get involved with their local council.



White River Watershed Council has diligently continued work on the massive irrigation efficiency project started back in 2015 through NRCS's Regional Conservation Partnership Program (RCPP). SWCD Conservation Technician, Josh Thompson, has been a driving force for this project working with all landowners, water rights holders and tenants to upgrade their irrigation practices to more efficient equipment. The RCPP Project has several different components that aren't strictly landowner irrigation equipment related. Other aspects include the Highline Ditch Project, the 3mile Joint Fish Screen Project, and several dam removals. At the end of the 2018-2019 fiscal year, the RCPP project had completed 80% of the project tasks. The Highline ditch elimination project is currently in the construction phase. Most of the pipeline for the project is in place. Completion of the pipeline is contingent on the dam removal project completion. The Threemile Joint Fish Screen was the priority project next in line as part of the RCPP, but the choice was made to scrap it and remove it from the planned deliverables at the end of fiscal year. Although this project was abandoned, NRCS funding is still available through the end of next year to complete the remaining projects.



The council has continued involvement with the Wasco County Forest Collaborative Group, and is participating in efforts with the United States Forest Service (USFS). The Collaborative Group has been focusing on fuels reduction and drafting an environmental assessment which will cover the effects of the proposed treatments. The project is a balanced approach of forest projects, wildlife habitat, and other uses.

Bakeoven / Buck Hollow Watershed Council has been working with local partners, the SWCD, and NRCS to complete the Technical Assistance part of the Bakeoven Upland Management grant that was awarded funding by OWEB in 2017. The summer of 2018 fires brought devastation to most of Wasco County. Bakeoven watershed was one of the areas impacted by these fires. Most of the heavily impacted areas are landowners with ranches that are participating in the current restoration grant for upland range management. Many of the ranches were completely burnt, losing almost all of their fencing, water developments and whatever vegetation was available. Despite the destruction, many folks have rallied together and are continuing to make a solid effort to work with the SWCD and council to discuss their current situation and needs going forward. Although gathering inventory was put on hold because of the fires, efforts are planned to resume this fall. Scott Susi started with the SWCD back in April, and has teamed up with Conservation Technician, Karen Lamson, to help gather inventory from each participants property and put together a comprehensive conservation plan. This plan will outline a watershed-scale approach to address upland resource concerns. Many landowners have stated that the encroachment of juniper needs to be addressed as well as steps to proactively stop the spread of invasives. Other resource concerns for landowners include placement of cross fencing to allow for better utilization of pastures and range ground and the constant need for water.



The Bakeoven/Buck Hollow Watershed Council continues to be a platform for local landowners to seek assistance with their resource concerns and needs, and bridge the gap with other local agencies.

Fifteenmile Watershed Council



took this past fiscal year to continue efforts in restoring streamflows in the Fifteenmile Watershed and recover from the devastating affects of the 2018 Substation fire that burned over 78,000 acres; much of which was in the Fifteenmile Watershed. The council continues to be involved with several agency partner monitoring groups as well as the Pesticide Stewardship Partnership.

Along with The Dalles Watershed Council, the results from the past monitoring season from DEQ showed a promising successful trend, towards declining pesticide detections in the watershed. Fifteenmile has two sampling locations, one at the mouth at Seufert Falls (aka Cushing Falls) and one at Dufur City Park. After the completion of the sampling season, DEQ decided to scale back monitoring efforts in the upper portion of Fifteenmile as the low concentrations and number of detections aren't of major concern.

FAST was once again a success in 2018, providing cooler stream temperatures for ESA listed steelhead and other aquatic life, as well as compensation for the participating irrigators. There were 14 irrigators that participated in Option 1. Option 1 is a full commitment agreement to completely curtail their water if an alert is issued. Option 2, is a no commitment, voluntary discretionary curtailment that had 5 participants. The first alert was issued on July 23rd and varied on and off for a week. The second alert was triggered on August 8th, and the threat of lethal temperatures had declined by August 9th. This program is ever evolving and continues to gain traction with irrigators in Wasco County and earning recognition across the state.

GSI Water Solutions and GeoSystems Analysis were contracted to investigate the feasibility of a Managed Underground Storage Facility on Fifteenmile Creek. The conclusions from that study, in June, showed there were no fatal flaws in the potential of a subsurface storage facility in this area. This replacement concept would involve storing water during higher flow periods and returning the stored water directly back to the creek during low flow periods. There have been 25 test pits, 3 alluvial aquifer test wells, 6 cylinder infiltrometer tests and laboratory physical/hydraulic test completed. Through these tests, locations for a potential pilot project have been narrowed down to 3 potential sites. The council is moving forward with this project and will seek funding for a pilot project in the coming months during OWEB's Spring Grant cycle.



The Coordinating Board acts as an overarching umbrella council to support the individual watershed councils in the County.

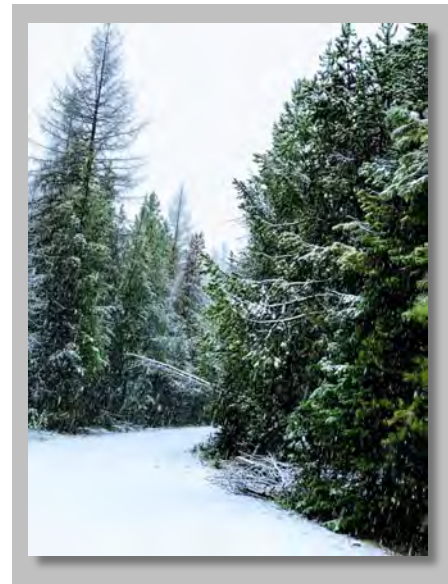
The Coordinating Board held quarterly meetings throughout the 2018-2019 fiscal year as well as more frequent monthly check-ins. Regularly scheduled meetings are held to address any requirements set forth by OWEB such as reviewing and updating the council Work Plan, local by-laws and operating procedures, and conducting Chair elections and council evaluations. The quarterly meetings are also a chance for members to share local happenings from their respective councils and weigh in on projects that may need additional support or guidance.

Throughout the year, the Coordinating Board reviewed the progress of the 36 active projects that the local councils are involved in and made sure they are on track and meeting all of OWEB's requirements for capacity funding.

The end of the fiscal year also brought an end to the current Watershed Council biennium. The close of the biennium means a fresh start for the councils to refocus on projects that may have taken a back seat to more urgent matters, and the chance to showcase accomplishments from other successes. The obligations of the Coordinating Board have remained consistent throughout the years. They have provided support to the local councils and Watershed Coordinator by keeping local stakeholders engaged in their communities and participating on regional and local boards.

An opportunity to share the great work of the local councils came through the review process for the upcoming 2019-2021 Watershed Council Capacity Grant. The grant was submitted to OWEB back in June, and the first review initiated concerns around operations of the councils and the partnership with the SWCD to implement projects. OWEB invited the Coordinating Board to an interview to discuss the prioritization process of council driven projects as well as an opportunity to share how these projects are being executed. The board room was filled that day with representatives from every council who shared stories of successful projects in their watershed and how the incredible partnerships between the councils, SWCD, and partner agencies bring Wasco County restoration dreams to reality. The interview was well received by the OWEB review team and the Wasco County Area Watershed Councils were awarded full funding.

The review process was a great end to the fiscal year. It was a chance for the councils to reflect on the great work that they are doing and the jump into the next year with even stronger partnerships and support.



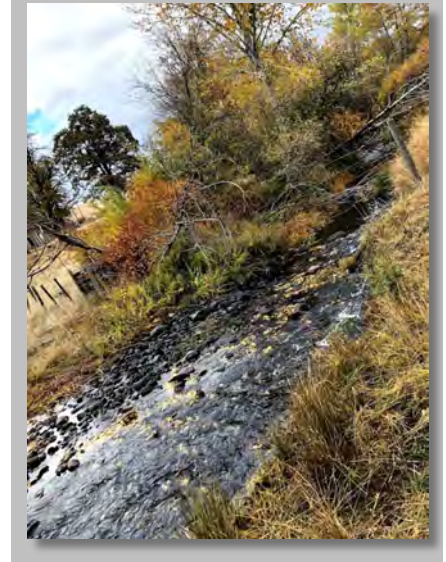
Grant Dollars in Wasco County Watersheds

Back in 2015, the SWCD made a decision to assign a Conservation Planner to each watershed council. The reasoning behind it was to provide technical support to the councils during meetings, where many projects begin to take shape. Since the change it is no surprise that Wasco County has been even more successful in being awarded grant dollars for the implementation of these projects. Just in 2018 there were 14 different active grants, in the 5 different watersheds.

Wasco County Watershed Councils with the help of the SWCD had secured over

\$4,891,476.00

in active grants at the end of the fiscal year



There were 5 Projects
addressing Flow and
Fish Passage totaling
\$309,499

\$2,273,073
in Irrigation
Efficiency
Projects

\$1,917,238
towards ground-
water declines

Technical Assistance
and Capacity Support
had allocated
\$390,666

OWEB Small Grant Program

The OWEB Small Grant Program is an incredible source that helps individual landowners, watershed councils, SWCD's and tribes to implement small scale restoration activities. The Small Grant Program area boundaries are separated by watershed. Wasco County has 3 different Small Grant Teams: The Lower Deschutes, Lower John Day, and the Middle Deschutes. The majority of the work completed in Wasco County is covered through the Lower Deschutes Team. The team is made up of active watershed council members from all 5 councils and representatives from the SWCD. The Lower Deschutes Small Grant Team is awarded \$100,000 every biennium and has a current MOU in place with Sherman County SWCD pledging \$33,333 from our awarded \$100,000.00.

The 2018-2019 fiscal year was very successful in implementing the Small Grant program using all of it's allocated dollars. The projects addressed the following Priority Watershed Concerns through: eliminating fish passage barriers, enhancing upland range management, eliminating a stream ford, improving irrigation efficiency with equipment upgrades, and upland process and function through livestock and runoff management.



Fiscal Year 2018-2019 funded 5 projects totaling \$66,667.00 in OWEB dollars.





The work of the Watershed Councils could not be done without the support of the Wasco County SWCD, and the individuals that make up these watersheds including our local partners.

Oregon Watershed Enhancement Board
Natural Resource Conservation Service
Farm Service Agency
Oregon Water Resources Department
Oregon Department of Fish and Wildlife
Oregon Department of Agriculture
United States Forest Service
The Freshwater Trust

Oregon Department of Forestry
Oregon Department of Environmental Quality
Confederated Tribes of Warm Springs
National Marines Fisheries Service
Wy'East RC & D
Wasco County Board of Commissioners
Local Irrigation Districts
Wasco County Health Department

Watershed Council Chairs

Mosier

Kristen McNall
Bryce Molesworth

The Dalles

Ken Bailey
Steve Byers

Fifteenmile

Bill Hammel
Phil Kaser

White River

Pat Davis

Bakeoven/Buck Hollow

Bob Krein

Thank You!

MEMORANDUM OF AGREEMENT

Hood River County

and

YouthThink

(SBIRT/Tobacco and CRC Screening Services)

This Memorandum of Agreement (MOA) is entered into by and between: Hood River County, a home rule county and political subdivision of the State of Oregon, by and through its Health Department, the designated Local Public Health Authority (LPHA) pursuant to ORS 431.003, and YouthThink, which provides behavioral health promotion and substance abuse prevention services to youth in The Dalles, Oregon, and local community based organization (CBO) partner, (collectively, the Parties) for purposes of delivering evidence based SBIRT/Tobacco and CRC Screening services through sustainable relationships for community health, as set forth in the Program Element Descriptions (attached as Appendix A).

1. Purpose. This MOA (with appendices) clarifies the roles of the Parties as Sustainable Relationships for Community Health (SRCH) partners to improve health outcomes while leveraging existing community-wide health improvement initiatives and implement regional strategies to address chronic disease prevention, early detection, and self-management with an emphasis on tobacco cessation services and colorectal cancer screening, as set forth in the Project Narratives (attached as Appendix B).

2. Roles and Responsibilities.

LPHA agrees to:

- Act as designated Lead Agency for administration of SRCH grant funds
- Act as grant fiscal agent
- Pay invoices in a timely manner
- Participate in regular monthly SRCH team meetings and conference calls
- Track, collect and share data
- Participate in creating and sharing communication plan for successes, learning and experiences
- Create and distribute financial reports
- Adhere to all OHA reporting requirements

YouthThink agrees to:

- Attend/participate in regular monthly SRCH team meetings and conference calls
- Participate in scheduled SRCH Institute gatherings
- Submit travel/mileage invoices to LPHA as fiscal agent
- Submit staffing cost invoices to LPHA as fiscal agent
- Track, collect and share data
- Participate in creating and sharing communication plan for successes, learning and experiences
- Provide data for reports
- Other activities as assigned by the Leadership Team

3. Reporting Requirements. LPHA agrees to adhere to all procedural and operational OHA reporting requirements set forth in Appendix A.

4. Funding. Funding has been awarded by the OHA pursuant to the Financial Assistance Award set forth in Exhibit C of the IGA. LPHA acts as fiscal agent for the grant funding.

Total of \$ 5,000.00 for staffing time

Will invoice the Fiscal Agent for cost reimbursement.

5. Term; Termination. This Agreement commences on October 1, 2019 and terminates on June 30, 2020, the end of the grant award period unless extension of grant work is authorized by OHA. This Agreement will extend commensurate with allowable extension of grant activities. Parties are required to give 90-day notice of intent to cancel the agreement and submitted in writing to LPHA.

6. Compliance in Using, Disclosing and Obtaining Confidential Data. YouthThink is solely responsible for ensuring that its disclosure and transmission of any confidential data under this Agreement (x) complies with applicable law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and the Family Education Rights and Privacy Act of 1974, and their implementing regulations; (y) is not required to be authorized or consented to by any third party prior to disclosure to the LPHA, OHA or other CBO coordination agencies, or if authorization, consent or permission of any person is required, that YOUTHTHINK has obtained such authorization, consent, or permission prior to disclosure; and (z) is not subject to an agreed or required restriction on disclosure that would prohibit the disclosure.

7. Indemnification.

7.1 Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each Party ("Indemnifying Party") will indemnify, hold

harmless and defend the other Party ("Indemnified Party") from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result of or arising directly or indirectly out of or in connection with (a) any grossly negligent, willful or reckless act or omission of the Indemnifying Party; (b) the Indemnifying Party's violation of applicable state or federal law; or (c) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the Indemnifying Party under this Agreement.

7.2 YOUTHTHINK will defend and indemnify LPHA and hold it harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees) incurred by LPHA as a result of any claim by a third party arising from disclosure of any confidential data in breach of this Agreement.

7.3 The foregoing indemnification obligations are contingent upon the Indemnified Party promptly notifying the Indemnifying Party in writing of such claim, loss, liability, etc. and permitting the Indemnifying Party sole authority to control the defense or settlement of such claim and providing such Indemnifying Party reasonable assistance in connection therewith; provided that Indemnifying Party shall not settle a claim subject to indemnification under this Section 7 without the written consent of Indemnified Party, which consent shall not be unreasonably withheld or delayed.

8. No Agency. This Agreement does not in any way constitute or nominate either of the parties as the agent or legal representative of the other party for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party to this Agreement.

9. Entire Agreement. This Agreement, including all appendices attached hereto which are incorporated herein by this reference, is the entire Agreement between the parties, and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements between the parties, whether oral or written.

10. Attorney Fees. In the event that any action or legal proceedings are instituted to enforce any of the terms or conditions hereof or to terminate this Agreement, whether the same shall proceed to final judgment or otherwise, the substantially prevailing Party shall be entitled to receive reasonable attorneys' fees, costs, and other expenses in addition to any other relief awarded.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Venue for any action or proceeding

arising in connection with this Agreement shall be Hood River County, Oregon.

12. Assignment. This Agreement is not assignable, in whole or in part, by either Party without the prior written consent of the other.

13. Amendment. This Agreement may be amended only in writing, signed by both Parties. Any written amendments shall be affixed hereto and shall become full conditions of this Agreement.

14. Severability. If any provision of this Agreement is invalid, illegal or unenforceable, such provision shall be considered severed from the rest of this Agreement, and the remaining provisions shall continue in full force and effects as if the invalid provision had not been included.

15. Waiver. The failure of a Party to object to or take affirmative action with respect to any conduct of the other Party which is in violation of the provisions of this Agreement shall not be construed as a waiver of that violation or of any future violations of the provisions of this Agreement.

16. Force Majeure. Neither Party shall be responsible for the non-performance of its obligations under this Agreement if such non-performance is caused by acts of God, acts of civil or military authority, civil disturbance, war, fires, laws, regulations, or orders of any governmental body, agency or official ("force majeure event"). The Party so affected shall give notice to the other Party and shall do everything reasonably possible to resume performance. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the force majeure event, the Party whose ability to perform has not been so affected may terminate this Agreement upon written notice.

17. Counterparts. This Agreement may be executed by the Parties by exchange of signature pages by mail, fax or email in counterparts, each of which shall be deemed an original and all of which shall together constitute one agreement.

18. No Third Party Rights. The Parties do not intend the benefits of this Agreement to inure to any third person not a signatory hereto. Notwithstanding anything contained herein, or any conduct or course of conduct by any Party hereto, before or after signing this Agreement, this Agreement shall not be construed as creating any right, claim or cause of action against either Party by any person or entity not a party to this Agreement.

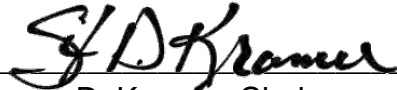
19. Notice of Litigation. Each Party shall provide the other with written notice should a Party or any of its affiliates, employees or agents receive a claim or be sued for damages in a matter arising out of performance related to this Agreement.

LOCAL PUBLIC HEALTH AUTHORITY
HOOD RIVER COUNTY

By: _____
Jeff Hecksel, Administrator

Date: _____

WASCO COUNTY/YOUTH THINK

By: 
Steven D. Kramer, Chair
Wasco County Board of Commissioners

Date: December 18, 2019

APPROVED AS TO FORM:


Bradley V. Timmons, County Counsel



December 18th 2019

Dear Community Partners:

As discussed in our October update I stated that the STOP/Stabilization working group would keep our community partners up to date on the progress of the group. As a recap from the first report, a needs assessment from the March 2019 SIM determined four (4) areas of need:

- Individuals experiencing "acute" mental health crisis.
- Individuals experiencing "sub-acute" mental health needs.
- Individuals who experience "drug and alcohol" addictions.
- Individuals who experience "dementia or memory loss".

Upon prioritization of the above-mentioned needs/criteria we needed to establish accurate and objective data sets as our number one priority. Data was gathered from a number of sources to include; the Reliance Health Collaborative, The Dalles Police Dept., Hood River Sheriff's Office, Sherman County Sheriff's Office, Wasco County Sheriff's Office, Oregon State Police, NORCOR, and Mid-Columbia Center for Living.

As data from the mentioned sources flowed inward, patterns began to develop from the region (see attached charts). While this data is large there was a determination that all of the assessed needs mentioned in the SIM are underserved throughout the region. Based on this information, further questions about how we can meet the regional demand became a substantial question that needs answering.

Based on all the information the working group decided to meet with team member Kimberly Lindsay. While Kimberly is a part of the regional working group, her in-depth knowledge of process and independent insights would prove to be valuable. She has extensive knowledge when it comes to prioritization of services, funding streams, budgeting, governance and bricks and mortar projects. As noted in our first report, Kimberly is the executive director of Community Counseling Services (CCS) in Heppner Oregon. Because of these skill sets we took a road trip to Kimberly's location on December 13th to meet and discuss how to move this project forward.

A number of topics were discussed to include but not limited to governance, bricks and mortar, funding, services, and State involvement.

Organizational Governance was a discussion point to determine how the business structure might look for the region. It was recommended to create a 501C(3) (non-profit) organization, like what has been done in Heppner with the Lakeview project. Kimberly indicated this non-profit structure should give equal representation to all of the community partners from the region. It would also give a "strengthened" approach to funding streams and create an objective-based system to meet the needs of "all" individuals as identified above.

Funding was another topic and how to make sure the project was sustainable for the long term. These funding opportunities included but were not limited to State/federal/local funding as well as grants and external sources from outside the region. It is important to note that there should be a primary funding stream to cover the minimum financial requirements for the region/project. Financial opportunities to increase revenue from other regions should be considered a bonus to the program.

I will insert into this topic that on January 6th the working group will be meeting with Oregon legislative representatives Smith, Williams, and Bonham. Additionally, Pat Allen, Director of the Oregon Health



Authority, will be attending. This meeting will be to further discuss support for this regional project and how it will be moving forward.

Actual services were discussed and one of the main priorities should be that all clinical services should be done in-house. This creates a better system for clients who move in and out of the program/facility, giving them more opportunity for success. It also assists in the sustainability for these programs/projects.

One question was asked was: "What is our highest priority based on the current data?" Police Officer Holds (POH) was at the top of the list as it appears to take the most dollars and time requirements. However, the complexity of POH's move it into the Primary Care Facility realm, potentially changing where it stands on the list. This would require Dr.'s and medical staff 24-7. More discussion needs to happen with this topic.

Secure Residential Treatment Facilities (SRTF's) would potentially be a good option, however potential barriers must be overcome as the State doesn't usually approve these types of facilities. However, in this model the conversation of Aid & Assist came up, and being able to offer this service with the SRTF, as Eastern Oregon could benefit from this type of facility and program.

Residential Treatment Facility (RTF) may be an option but the main question is making it community-based. Along with the RTF model came the discussion of developing a Crisis Recovery Center. This center would include a bricks and mortar approach and based on the data this may be the best option for the region.

One final discussion point came up. Currently Morrow and Umatilla Counties are conducting the same conversations that our working group is having right now. As part of these discussions there may be opportunities to partner with these two counties, as it sounds like some infrastructure may already exist.

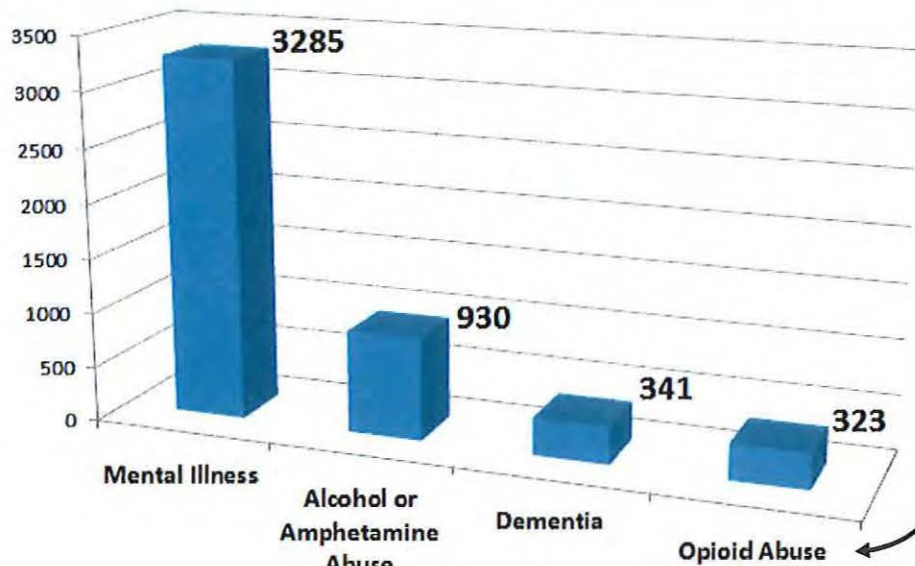
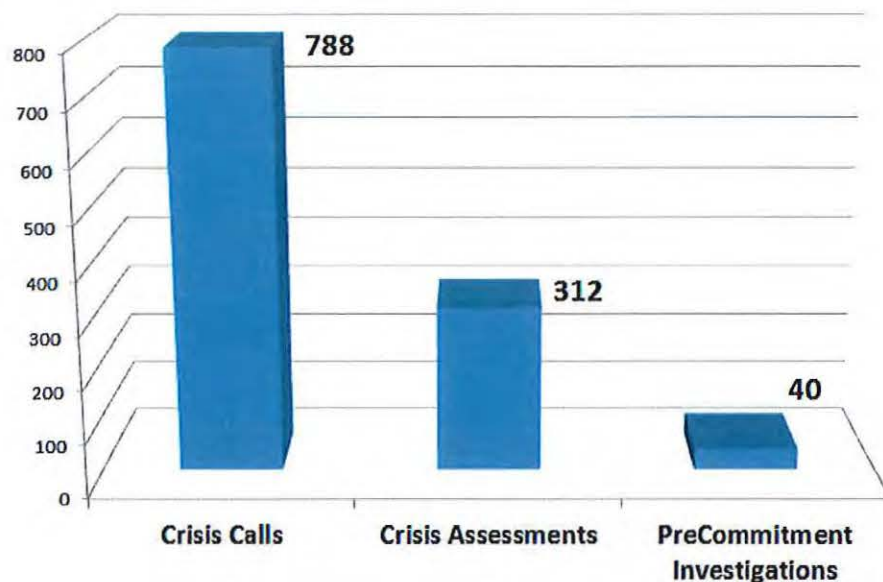
In summary the data is indicating several avenues of success in the region; however, more questions must be answered in the following areas:

- Organizational Governance
- Expanding the "regional" conversation.
- Review potential existing infrastructure outside the current identified region.
- Review options for collaboration outside the identified region.
- Continue to gather local/regional community data to further support of this project.
- Create a long-term strategy for bricks and mortar/sustainable funding streams/facility operation.

Sincerely,

Sheriff Lane Magill
Wasco County

Annual Crisis Events

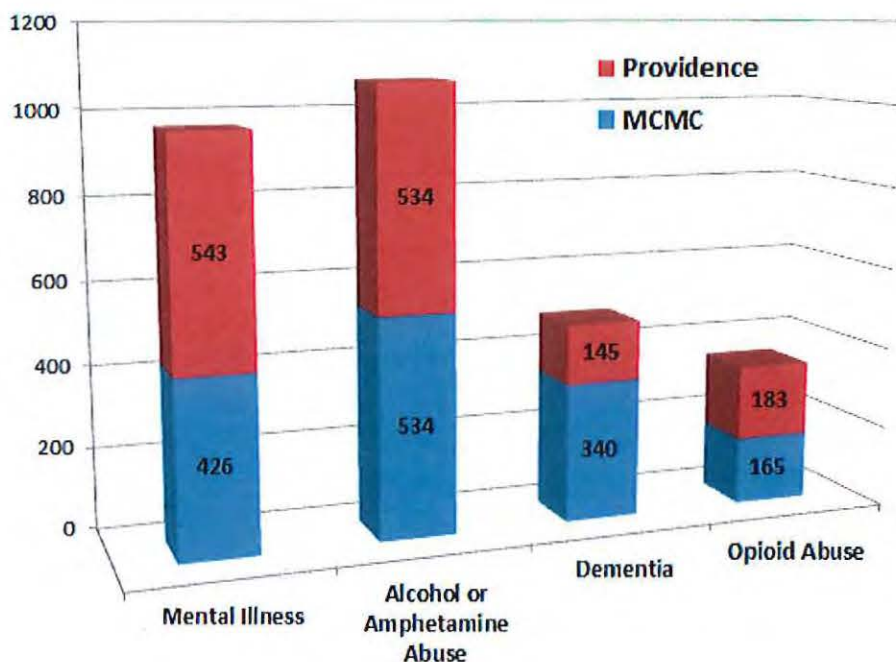


Annual Patient Health Designations

Reliance
eHEALTH COLLABORATIVE

of patients with 2 or more designations: 738

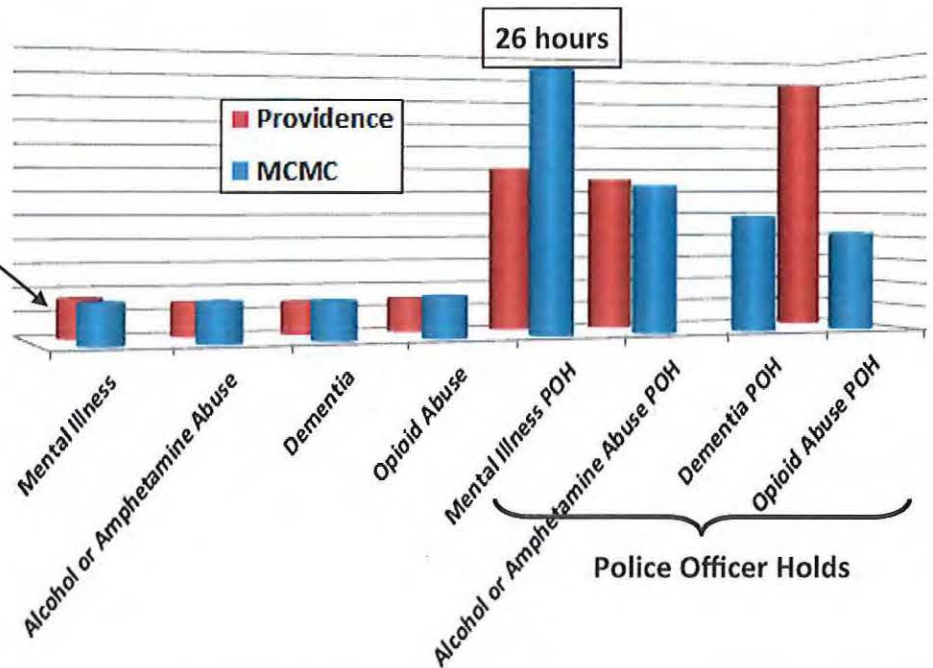
Annual Emergency Department Visits



Average Emergency Dept. Length of Stay



3 hours



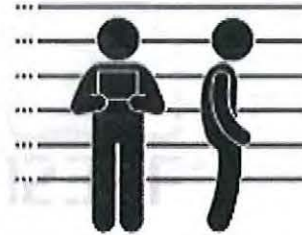
CUNY INSTITUTE FOR STATE & LOCAL GOVERNANCE



"Frequent Utilizers"

= 3 or more bookings/year

July 2015 to June 2017: 341 Frequent Utilizers



1,997 Bookings

35% of bookings

28,986 Jail Days

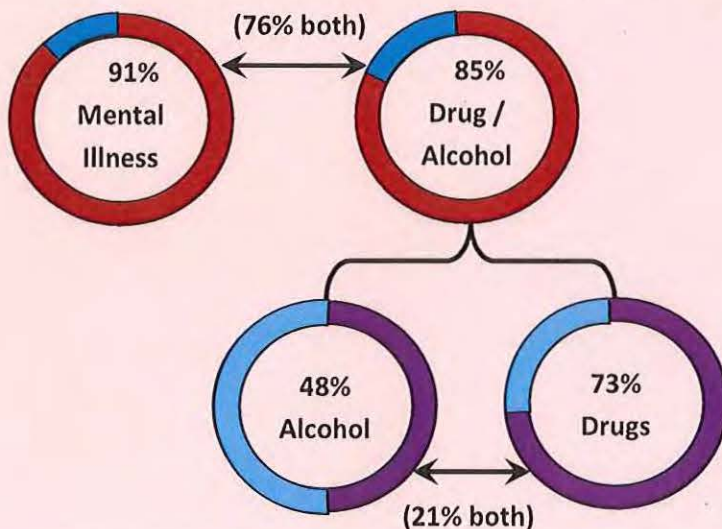
47% of Jail Days

59% Mental Illness

47% Drug or Alcohol

34% had visited ED

Individuals with 4 or more bookings/year





Brent Bybee <brentb@co.wasco.or.us>

SOAK 2020 (also known as Burning Man Portland)

2 messages

Anthony B Thomas <anthony.b.thomas@cummins.com>
To: "brentb@co.wasco.or.us" <brentb@co.wasco.or.us>

Sun, Dec 8, 2019 at 6:29 PM

Dear Mr. Bybee;

This event in the past, although a distraction for family events in the Valley, has been tolerable. This past year however, the music

persisted to early morning hours and disrupted sleep for family and children well past Midnight, seeming to go on until 3 or 4 AM.

This is not acceptable and ask that the music be stopped at Midnight and not resume until no earlier that 8:00am. The Memorial Day

weekend is not just for the SOAK 2020 crowd, but for all families in the Valley.

Thank you for your consideration of our concerns.

Regards,

Tony Thomas

Manager

Janet Thomas Family LLC

83065 Tygh Valley Road

Tygh Valley, OR 97063

Phone (425) 981-3313

Cell (206) 255-2693

anthony.b.thomas@cummins.com

Brent Bybee <brentb@co.wasco.or.us>
To: Anthony B Thomas <anthony.b.thomas@cummins.com>

Mon, Dec 9, 2019 at 7:52 AM

Hello Mr. Thomas,

I will be sure to add your comments to the record, and address them during the hearing with the Board of County Commissioners on December 18th.

Thank you for taking the time to respond.

-Brent

[Quoted text hidden]

--

**Brent Bybee | Associate Planner
PLANNING DEPARTMENT**



brentb@co.wasco.or.us | www.co.wasco.or.us
541-506-2544 | Fax 541-506-2561
2705 E 2nd St | The Dalles, OR 97058

*Note: This correspondence does not constitute a Land Use Decision per ORS 197.015.
It is informational only and a matter of public record.*

**Planning for the Future. Wasco County 2040.
Get involved
Take our new survey!**