

AGENDA: REGULAR SESSION

WEDNESDAY, APRIL 20, 2022

WASCO COUNTY BOARD OF COMMISSIONERS

https://wascocounty-org.zoom.us/j/3957734524 OR Dial 1-253-215-8782 Meeting ID: 3957734524#

While these virtual options are provided, we cannot guarantee connection or quality of the call. **511 Washington Street, Suite 302, The Dalles, OR 97058**

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

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

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

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

9:00 a.m.	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> : Pine Ridge Plat; Gorge Commission MOU; Child Care Providers Proclamation (Items					
	of general Commission discussion, not otherwise listed on the Agenda)					
	<u>Consent Agenda</u> : 4.6.2022 Regular <u>Session Minutes</u> (Items of a routine nature: minutes, documents,					
	items previously discussed.)					
	Public Comment at the discretion of the Chair					
9:30 a.m.	Elections Modernization Grant – Lisa Gambee					
	Planning: Codes Compliance Program Update Kristine Blake					
9:40 a.m.	Revised Planning Commission Bylaws Kelly Howsley-Glover					
	Public Works: Noxious Weeds Agreement Arthur Smith					
10:10 a.m.	Consulting Services Agreement – Bridge Design					
	Emergency Management: HPP Grant Program Report Sheridan McClellan					
10:25 a.m.	Ambulance Service Area Agreements					
10:55 a.m.	Community Outreach Programs Update – Stephanie Krell					
11:25 a.m.	Powder Pure Resolution – Matthew Klebes					
11:45 a.m.	Strategic Investment Program Community Service Fee – Matthew Klebes					
	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)(n) – Security Programs, ORS 192.660(2)(n) – Labor Negotiations



WASCO COUNTY BOARD OF COMMISSIONERS REGULAR SESSION

APRIL 20, 2022

Room 302, Wasco County Courthouse

This meeting was also held on Zoom

https://wascocounty-org.zoom.us/j/3957734524

or call in to 1-253-215-8782 Meeting ID: 3957734524#

PRESENT: Kathy Schwartz, Chair

Steve Kramer, Vice-Chair

Scott Hege, County Commissioner

STAFF: Kathy Clark, Executive Assistant

ABSENT: Tyler Stone, Administrative Officer

Chair Schwartz opened the session at 9:00 a.m.

Discussion Item – Pine Ridge Plat

Ben Beseda of Tenneson Engineering explained this plat (included in the Board Packet) is the final step for the subdivision in Wamic; the lots are ready for market. County Surveyor Bradley Cross commented that this is another great addition to our county. Nine lots have been created just outside of Wamic.

The Board signed the plat.

Discussion Item - Child Care Providers Proclamation

Child Care Partners Director Nancey Patten said that child care providers were essential workers long before the pandemic. They keep our children safe, nurture their curiosity for a lifetime of learning and growth all while helping their parents to work knowing their children are safe. Provider Appreciation Day started in 1996 in New Jersey; it is now recognized nationwide. She said that they are excited and grateful that the Board is considering this proclamation.

Vice-Chair Kramer stated that Ms. Patten's team does a great job that is well appreciated.

Chair Schwartz asked Ms. Patten to report on the current status of child care in our community. Ms. Patten replied that they lost some providers due to the

pandemic – some for health reasons and others due to the challenges of meeting the new standards. She said that the code requiring a sprinkler system has been modified; providers are required to have fire suppression equipment but not a sprinkler system. Columbia Gorge Community College has received grant funds for a child care center on campus. One key challenge is sustainability.

Vice-Chair Kramer read the proclamation (included in the Board Packet) into the record.

{{{Vice-Chair Kramer moved to proclaim May 6, 2022 as Provider Appreciation Day in Wasco County and urge all citizens to recognize Child Care Providers for their important work. Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion Item – Gorge Commission MOU

County Counsel Kristen Campbell stated that the County and the Port of The Dalles have been engaged with the Columbia River Gorge Commission in a process to identify shared interests and goals. This MOU will create a pathway for a future working relationship between the parties.

Vice-Chair Kramer said this is definitely an opportunity for the three partners to move forward. A lot has changed since the legislation was enacted and this provides a mechanism for working together. There is still a lot of work to be done at the legislative level and we need to get everyone together to move that forward. He added that conversations with legislators began when the Community Outreach Team traveled to Washington D.C. and are continuing with our representation including Representatives Bentz and Blumenauer.

Commissioner Hege pointed out that the MOU includes 1 or 2 annual meetings. He cautioned that we need to make sure those meetings occur and are focused, productive discussions; the MOU can guide those discussions. While this is not what we wanted through the appeal, folks have worked hard on this agreement and it is better than nothing.

Chair Schwartz thanked Ms. Campbell, Port Counsel Elaine Albrich and the Gorge Commission for all the hard work. She said this is a good first step. The main issue is the urban growth boundary and she hopes we can continue to work toward that while maintaining the beauty of the Gorge.

{{{Commissioner Hege moved to approve the Memorandum of Understanding among the Columbia River Gorge Commission, Wasco County and the Port of The Dalles. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Vice-Chair Kramer said this is a new beginning – it will take a lot of people and a lot of work, but we are up to the challenge.

County Assessor Jill Amery introduced Deeds Clerk Brenna LaVigne who has been with us for 7 months. This was her first opportunity to see the plat process in person as she may be ushering plats through in the future. Ms. Amery said they are happy to have her on the team.

Commissioner Hege asked Ms. Amery about the work we send to Harney County. Ms. Amery replied that we contract with them to do the map changes for the State website. We are working toward bringing that in-house. There are very few counties that do it in-house; most use the State but we have not been happy with their work.

Consent Agenda – 4.6.2022 Minutes

{{{Vice-Chair Kramer moved to approve the Consent Agenda.

Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item - Elections Modernization Grant

County Clerk Lisa Gambee reviewed the memo included in the Board Packet saying that the State of Oregon is providing grant funding to help with the modernization of election equipment; smaller counties struggle to keep up to date. This is \$82,000 for ballot tabulation scanners and sorters. We have already purchased the scanner which is used to scan the unique bar code assigned to each ballot; we currently hand wand each ballot. This will automate that process. Once a ballot has been scanned, voters can go on the State website to see if their ballot has been received.

Commissioner Hege asked if that process is done outside of the secured area. Ms. Gambee replied that it is the first step in the process and is done in the Clerk's office. It is a large piece of equipment and they will need to rearrange their office to accommodate that. The counting equipment is on a secure, closed circuit system; the scanning equipment just needs a Wi-Fi connection.

Ms. Gambee went on to say that another thing the sorter can do is automatic signature verification which will auto scan the signature and compare it to what we have on file. The grant cannot be used for that program as it is an ongoing software cost and this is a one-time grant. We are currently not planning to use that feature due to the cost and public perception.

Commissioner Hege asked if other counties commonly use the signature verification program. Ms. Gambee replied affirmatively. Commissioner Hege asked about the associated costs. Ms. Gambee answered that there is an initial cost for the software license and ongoing costs for the maintenance. Benton County pays approximately \$3,000 per year and they have significantly more voters. Clear Ballot was approximately \$50,000 for the equipment and about \$11,000 per year ongoing costs; that makes it much more expensive than the signature verification. Commissioner Hege commented that at some point, it may make sense to use the signature verification.

Chair Schwartz noted that during the last election, election observers participated virtually. She asked what the plans are for this election. Ms. Gambee responded that they will continue that practice as it increases public access and reduces distractions for the Election Board. She stated that Information Services Director Andrew Burke helped set up the system and now other counties are looking at it as a model.

Radio Newsman Rodger Nichols asked how the new postmark rules will impact the process. Ms. Gambee said that there will be more work to do after Election Day. If you mail your ballot on or before Election Day and it arrives within 7 days, we can count and process it like any other. We will have a scanner to read the postal indicator. In addition, the attestation by the voter will confirm mailing on or before Election Day. Clerks still recommend that if waiting until Election Day, voters should ask for a hand stamp at their post office. She said that she appreciates that people who have done their best will have this extra time. She also hopes that people will not use this to procrastinate further.

{{{Commissioner Hege moved to approve the State of Oregon Election Modernization Grant Agreement #PO16500-00006599. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Codes Compliance Program Updates

Codes Compliance Officer Kristina Blake reviewed the presentation included in

the Board Packet. She explained that land use violations are the top priority. They currently have only 2 nuisance cases – 1 is at the citation stage and they continue to work with the other. Hoarder cases must be handled carefully and they are adding information to the website to help the public understand that hoarding is a mental illness and there are more effective paths to resolving the issues. She reported that 1 hoarder case had 158 contacts, a \$10,000 lien and 7 abatement agreements with no success. That is a waste of resources and outside the scope of what most codes compliance officers can do. These are better handled by Adult Protective Services, Animal Protection, etc.

Commissioner Hege asked how you know when it is a hoarder. Ms. Blake replied that you know when you see it – there is barely room to move around inside the house so the collection of items spills outside to the yard. She related stories from her previous position where the local fire department had determined that they could not safely enter the house to rescue inhabitants were there to be a fire. One hoarder set their house on fire and then took burnt items to storage so that the cleanup crew would not discard them; what we may view as garbage they see as treasures.

Commissioner Hege asked if the hoarding activities are a violation of our code. Ms. Blake replied affirmatively, adding that Codes Compliance Officers do not have the tools, skills and training to address hoarding successfully.

Ms. Blake went on to say that the citation process has been effective. There was one case from 2018 where the owner had 2 sheds nearly in the roadway and would not comply with requests. Once cited for the infraction, he contacted our office and is now connected to a planner to help guide the solution. She said she is currently working 12 or 13 cases which will be the average at any given time.

Commissioner Hege asked what the levels are for prioritization of complaints. Ms. Blake said the information can be found on our website as follows:

PRIORITY 1 VIOLATIONS: (70% OF STAFF TIME)

Land use activities that impact environmental/natural resources, pose significant health and safety issues, or involve structures under construction that do not meet standards. This includes:

- Floodplain/drainage/wetland/riparian area disturbances (illegal crossings, development, grading, etc.)
- Dwellings or other structures without a permit

- Violations of conditions of approval for development permits
- Overgrown vegetation or violations of Fire Safety standards/defensible space

PRIORITY 2 VIOLATIONS: (20% OF STAFF TIME)

Land use or nuisance activities that pose health/safety issues or involve development that does not meet standards. This includes:

- · Grading without permits
- Commercial/industrial/recreation activities without permits (includes home occupations, agricultural buildings converted to nonagricultural uses)
- Outdoor parking or storage of five or more operable vehicles

PRIORITY 3 VIOLATIONS: (10% OF STAFF TIME)

Nuisance violations that pose potential health and safety hazards. This includes:

- Iunk accumulation
- Trash accumulation

The Board thanked Ms. Blake for her assistance and good work. Chair Schwartz asked if our current ordinance is aligned with our practices. Planning Director Kelly Howsley-Glover replied that the Ordinance does need to be updated but it is pretty well aligned with current practices. She said it has been great to whittle the list down to as manageable number.

Agenda Item - Revised Planning Commission Bylaws

Planning Director Kelly Howsley Glover reviewed the revisions approved by the Wasco County Planning Commission. She noted that the work began under former Planning Director Angie Brewer. The goal was to better reflect current practice and bring it in line with accurate references. One of the most important changes made is the rotation of the Chair and Vice-Chair positions which has been a great opportunity for Planning Commissioners and does not unduly burden any one Commissioner. The new bylaws will also help address attendance issues in a way that will allow them to retain Commissioners.

Commissioner Hege observed that the new bylaws alter the composition of the Advisory Committee by removing the requirement to have a Planning Commissioner from a city. He said he does not want our Planning Commission to forget about the cities' perspective. Ms. Howsley-Glover said it has been increasingly difficult to maintain representation from the cities; in addition, the

community and Planning Commission felt it created bias.

Chair Schwartz asked who our current Planning Commissioners are. Ms. Howsley-Glover listed them as follows:

Vicki Ashley, Maupin Russell Hargrave, Mosier Marcus Swift, The Dalles Lynne MacIntyre, The Dalles Mike Davis, Tygh Valley Kate Willis, Tygh Valley Chris Schanno, The Dalles

She said the alternate positions are vacant and they are actively recruiting for those positions.

{{{Vice-Chair Kramer moved to approve the revised Wasco County Planning Commission Bylaws as presented by staff and recommended by the Planning Commission. Commissioner Hege seconded the motion which passed unanimously.}}

Agenda Item - BPA Noxious Weed Agreement

Public Works Director Arthur Smith explained that we have sprayed weeds for the Bonneville Power Administration for several years and would like to continue through the spring of 2024. This is basically a continuation of services and will be our final agreement with them as our Weed Master will be retiring.

Vice-Chair Kramer asked about the flat annual rate considering the cost of materials and labor has been rising. Mr. Smith replied that the BPA understands that the area treated may be reduced to stay within budget. Vice-Chair Kramer commented that it is unfortunate as that will mean more weeds with seeds spreading to areas that we will have to treat at our cost.

{{{Commissioner Hege moved to approve the Bonneville Power Administration Interagency Agreement #89497 for Noxious Weed Management. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item - Consulting Services Agreement - Bridge Design

Mr. Smith said this agreement will scope and apply for funding for 15 load limited bridges' repair/replacement. This company is familiar with our bridges and they are a qualified, specialized engineering firm. We can directly appoint them and get this work done in time to take advantage of available funding sources.

Vice-Chair Kramer commended Mr. Smith for his forward-looking plan. Chair Schwartz agreed saying it is great to know that these bridges will get the attention they need. She asked about the size of the bridges.

Mr. Smith explained that all have to be greater than 20 feet in length; our largest is about 85 feet. He said he is very excited to have this outstanding consultant that will allow us to be competitive for funding. He said that one of the bridges is used to get to the landfill; other bridges have similar weight needs. Vice-Chair Kramer added that many of them are on farm to market routes and will help our agricultural community. Commissioner Hege said broader uses is exactly why they need to be repaired.

{{{Vice-Chair Kramer moved to approve the Consulting Services Contract with Oregon Transportation Professionals to provide a scope of work and prepare funding applications for 15 load limited bridges located in Wasco County. Commissioner Hege seconded the motion which passed unanimously.}}}

Mr. Smith said that in February he came to the Board requesting the purchase of a Gradall Excavator. He said they picked it up yesterday and he invited the Board to stop by.

Mr. Smith explained that due to the fluctuation in oil prices, they have reduced the number of miles they will be able to chip seal this year from 40 to 32. He said they will be able to assist the City of The Dalles with their chip sealing efforts. He said that the county roads on the list for work are in the areas of 15 Mile, Pleasant Ridge, Dufur and Wamic.

Agenda Item – HPP Grant Closeout

Emergency Manager Sheridan McClellan reviewed the memo included in the Board Packet. He stated that \$409.84 was returned to the State. Chair Schwartz asked why we returned any. Mr. McClellan replied that it is difficult to predict

final costs when placing orders; he did not want to exceed the grant amount. He said that Region 6 has response trailers; some of the funding was used to replace outdated personal protective equipment in those trailers.

Commissioner Hege asked if supplies went to first responders in our county. Mr. McClellan responded affirmatively.

Discussion ensued regarding the longevity of N95 masks. Everyone agreed that the manufacturer's instructions on packaging should be followed regarding the durability and effectiveness of the equipment.

Chair Schwartz asked if we have supplies at the County. Mr. McClellan answered that he is storing supplies at the Incident Command Center.

Agenda Item - Ambulance Service Area Agreements

Mr. McClellan stated that the ASA Plan was updated in 2019; since then it has been identified that the ASA Ordinance needs to be updated. ASA Agreements are generally written for 3 years but it does not make sense to go through the application and contracting process now when revisions to the Ordinance may alter that process and the requirements. Therefore, we are asking to extend the current contracts through the end of the year when we hope to have a new ordinance in place. He said that they are learning a lot through the revision process and believe that the Ordinance will be more robust and much better for our community. He said they will revisit the Plan once the Ordinance is adopted; the Ordinance is the controlling document.

{{{Vice-Chair Kramer moved to approve the 4th Amendments to the Ambulance Service Area Contracts for Areas 1 through 8. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item - Community Outreach Programs Update

Administrative Services Office Manager Stephanie Krell demonstrated the Bang the Table and Zen City platforms recently acquired by the County. She explained that Zen City is a passive platform that gathers information on what people are talking about in our community and generates reports including the percentages of comments that are negative, positive or neutral. She said we are currently following a few groups including the unedited The Dalles Happenings. To follow groups, we need consent from the group administrator. We want to cast a wide net to capture as much as possible. She pointed out that all the reported

information is anonymous; it does not include the name or contact information for the comments gathered.

Vice-Chair Kramer asked if the reports include the time of day comments are made. Ms. Krell replied that it reports the day; she will look into the possibility of getting the time as well.

Ms. Krell went on to say that it is a great way to learn what people are talking about and gives us the opportunity to correct misconceptions or misinformation. The application allows us to create surveys that can be posted even on sites we do not monitor. She asked for input on a high level survey she plans to launch to test the functionality and value of the feature.

Chair Schwartz suggested that the question regarding cultural opportunities may not be clear to responders. Mr. Stone said that as we get more sophisticated, we will get better at forming questions.

Chair Schwartz asked how we will see it. Ms. Krell said it will be on our website as well as on the sites of partner agencies who agree to post it. In addition, we will ask the local news outlets to help get the word out.

Commissioner Hege said he would like to see an economy question included. Mr. Stone said they will add questions about economic development and job creation to the survey.

Commissioner Hege asked if training is available. Ms. Krell replied that she is happy to help with that and there is also training available through Zen City. She went on to demonstrate how the results of surveys can be used to support grant applications.

Ms. Krell said that Zen City has recently offered us something similar to what we have with Bang the Table. She will be looking into how it compares with what we have. She said that Bang the Table is a community engagement tool to give the public the opportunity to have a say in the future of our county. Our website is SpeakupWasco.com. Users can follow projects, we can post surveys here with no limit to content. In addition, projects can have editors so that the subject matter experts can manage the information on their projects. Information gathered from Zen City will help to inform the FAQ's we post on SpeakupWasco.com.

Vice-Chair Kramer asked why we are not investing in our own website. Mr. Stone said that our website is passive, this will engage people and gather input. These are designed to engage and follow conversations. Links will be posted on our website.

Commissioner Hege said that we are exploring now and we will want to see if we are getting engagement or not over the next year. He said that the nice thing about Zen City is we will see what people are already talking about. Mr. Stone added that we can add comment to a site we are monitoring to stimulate conversation. He pointed out that it will take time to build followers.

Chair Schwartz asked if we are developing questions for the Kramer project. Ms. Krell replied affirmatively, saying that we will add questions and content as information becomes available.

Chair Schwartz asked how we will push this out to our community. Ms. Krell answered that we will use the resources we have to get the word out; once we work through the kinks, we will start pushing it and post the link to our website.

Information Services Director Andrew Burke said that oftentimes using systems like these is a launching pad to incorporate applications into our website.

Mr. Stone said we need the Board's help to understand what they want to hear about and the press's help to get the word out.

Chair Schwartz said that she thinks it is great; it is not for everyone but there are a lot of people who enjoy digital information.

Agenda Item - Powder Pure Resolution

Administrative Services Director Matthew Klebes reviewed the memo included in the Board Packet. He said that this abatement is in its 4^{th} year and the applicant will pay a fee that is equal to 50% of what their taxes would be; in the 5^{th} year they will pay 75%.

William Parkke, from Powder Pure, reviewed the presentation included in the Board Packet. He explained that they have not been able to use their site expansion – it is difficult to fill positions and employee turnover has increased. They have had to outsource some positions that they have not been able to fill onsite. The average salary has increased and they have hired 34 employees.

Chair Schwartz asked if they offer benefits. Mr. Parkke replied that they offer full benefits at the industry standard as they are an international company. They strive to be industry leaders.

{{Vice-Chair Kramer moved to approve Resolution 22-002 Adjusting the minimum employment level requirement pursuant to sections 2 and 3 of HB 2343 (2121) for PowderPure. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – Strategic Investment Program Community Service Fee

Mr. Stone said that the team has reached the point in the process where we need to address the Community Service Fee. He said that they worked with all the taxing districts with additional work done between the City, County and Mid-Columbia Fire District where they agreed to distribute to all districts in the area by whatever their taxing authority is. The Fire District approved the IGA on Monday; the Library approved it last night; and the North Wasco County Parks and Recreation District will consider it tonight. That will push dollars to everyone's general fund for the duration of both projects.

Commissioner Hege asked for an estimate of time and dollar amount. Ms. Amery said that it will be approximately \$24.7 million times 2 over a period of 15-20 years.

Mr. Stone said that it was a difficult negotiation and he appreciates everyone's willingness to come to the table. The big winner here is the school and he hopes they can use the dollars to leverage their bond measure. He said he is grateful to all for getting this to the finish line by the deadline. Ms. Amery pointed out that this is a not a tax but a fee so it will not supplant other revenue sources for the school district.

Vice-Chair Kramer said that the amount of effort all the way through this process was outstanding; partners at the City and Special Districts put us on the path to good things.

Commissioner Hege asked if there was an attempt at something other than what was finally agreed upon. Mr. Stone said that at the end of the day there were 7 or 8 different proposals such as 2/3 to the school and 1/3 to the Kramer field project, another was just the Districts required by statute which eliminated the ESD, School District and College.

Commissioner Hege commented that the first suggestion was for greater good projects. Mr. Stone agreed saying that they could not get consensus for that proposal. He said we will likely go to each entity with requests for support for those projects.

Commissioner Hege asked if this will come in a lump sum. Mr. Stone responded that it will not, but could still be used to leverage a bond. Commissioner Hege said this will pay out over a 20-25 year period? Mr. Stone said that it has that potential depending on what they build and its value.

Vice-Chair Kramer observed that we now have the 2005 project on the tax roll although we will not know the numbers until later this year. As that revenue flows to the districts, it will make the future conversations around the Community Service Fee a little easier. Ms. Amery added that now that Google has committed to reinvest, it will give us a better view of what the next 5-10 years will look like in our community.

{{{Vice-Chair Kramer moved to approve the Intergovernmental Agreement between Wasco County, City of The Dalles, Mid-Columbia Fire & Rescue, Wasco County Library Service District, North Wasco County Parks and Recreation, Wasco County 4H & Extension Service District, Wasco County Soil and Water Conservation District and the Port of The Dalles for the apportionment of the Google, LLC, Design, LLC and Moraine Industries, LLC Strategic Investment Program Community Service Fee. Commissioner Hege seconded the motion which passed unanimously.}}

Mr. Stone observed that this is Matthew Klebes' last BOC meeting. A lot of this work has been shouldered by Mr. Klebes and Ms. Amery. He said he wants to thank them for their work. He said that this is bittersweet – Mr. Klebes has added to this organization immensely and our ability to move things forward. He said that he will miss that but can't wait to work with him as he takes on his new role at the City.

Mr. Klebes said he is very appreciative of his time at the County. The team and staff have been very supportive and it has been a privilege to be involved in watershed moments. He agreed that it is bittersweet and he is also looking forward to working with the County.

Chair Schwartz opened the floor to public comment. There was none.

Commission Call

Vice-Chair Kramer said that Representative Bonham will be floating a letter to reduce some of the fuel taxes. He said he wants to understand what impact that will have on our Public Works Department before agreeing to sign on to that letter. Mr. Smith said any reduction in fuel taxes will reduce his budget.

Commissioner Hege said that the idea is to help the farmers with fuel costs. Vice-Chair Kramer said that the higher level items on the tax list are project oriented. The hope is that this would only impact the State.

Vice-Chair Kramer said that at a Tuesday morning meeting a Commissioner from Klamath Falls challenged the Health Modernization program for the lack of input from counties. Vice-Chair Kramer stated that he will be exploring that further.

Vice-Chair Kramer reported that he talked with Obsidian renewables about a project. Range Land Fire Protection is meeting Saturday around unprotected areas of Wasco County.

Commissioner Hege commented that we have 25 positions open at the County and he has never seen that many open positions here. They are good positions and we cannot fill them for many of the same reasons MCCFL cannot fill positions. It is a struggle.

Mr. Stone said that in the public sector we are bound by pay equity which is an anchor to recruitment. We have one employee who has received 4 different offers from the same company and finally the offer was too high to turn down. We no longer have Tier 1 PERS which used to set public employment apart. We are trying to be agile and pivot here and at MCCFL. You will see a lot less experienced people that we will have to train and hope to keep. It is very challenging, especially for skilled positions.

Chair Schwartz noted that even the private sector is struggling as we heard this morning. You hear all kinds of reasons why this is happening.

Commissioner Hege said that Congressmen Bentz met with each Commissioner individually – it is unique that they would reach out to have those conversations.

Chair Schwartz reported that at their last meeting the NORCOR Board adopted a new administrative structure that will have a 3 headed management team – a Jail

Manager, a Detention Manager and a Business Manager. They will not be hiring for that right away. They also restructured the Board to be composed of just the County Commissioners. The Bylaws have been updated. She said they really wanted to respect the management team's opinion that the past structure did not work. They will try this out and hope that it will be successful.

Commissioner Hege said that he heard a new term – "COVID Cliff" – which refers to all the funds flowing now and creating growing organizations; there is a concern about what will happen when that flow stops. Vice-Chair Kramer said that he is concerned about what it will look like in 3-5 years. Chair Schwartz said that NCPHD added a lot of staff during COVID but did so with contracts. Most of that staff is now gone and they are back to their core workforce.

Chair Schwartz adjourned the session at 12:12 p.m.

Summary of Actions

MOTIONS

- To proclaim May 6, 2022 as Provider Appreciation Day in Wasco County and urge all citizens to recognize Child Care Providers for their important work.
- To proclaim May 6, 2022 as Provider Appreciation Day in Wasco County and urge all citizens to recognize Child Care Providers for their important work.
- To approve the State of Oregon Election Modernization Grant Agreement #PO16500-00006599.
- To approve the Consent Agenda 4.6.2022 Regular Session Minutes.
- To approve the revised Wasco County Planning Commission Bylaws as presented by staff and recommended by the Planning Commission.
- To approve the Bonneville Power Administration Interagency Agreement #89497 for Noxious Weed Management.
- To approve the 4th Amendments to the Ambulance Service Area Contracts for Areas 1 through 8.
- To approve Resolution 22-002 Adjusting minimum employment level

requirement pursuant to sections 2 and 3 of HB 2343 (2121) for PowderPure.

 To approve the Intergovernmental Agreement between Wasco County, City of The Dalles, Mid-Columbia Fire & Rescue, Wasco County Library Service District, North Wasco County Parks and Recreation, Wasco County 4H & Extension Service District, Wasco County Soil and Water Conservation District and the Port of The Dalles for the apportionment of the Google, LLC, Design, LLC and Moraine Industries, LLC Strategic Investment Program Community Service Fee.

> Wasco County Board of Commissioners

Kathleen B. Schwartz, Commission Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, Courty Commissioner



DISCUSSION LIST

PINE RIDGE PLAT – Jill Amery/Brad Cross

GORGE COMMISSION MOU – Kristen Campbell

CHILD CARE PROVIDER PROCLAMATION – Nancey Patten

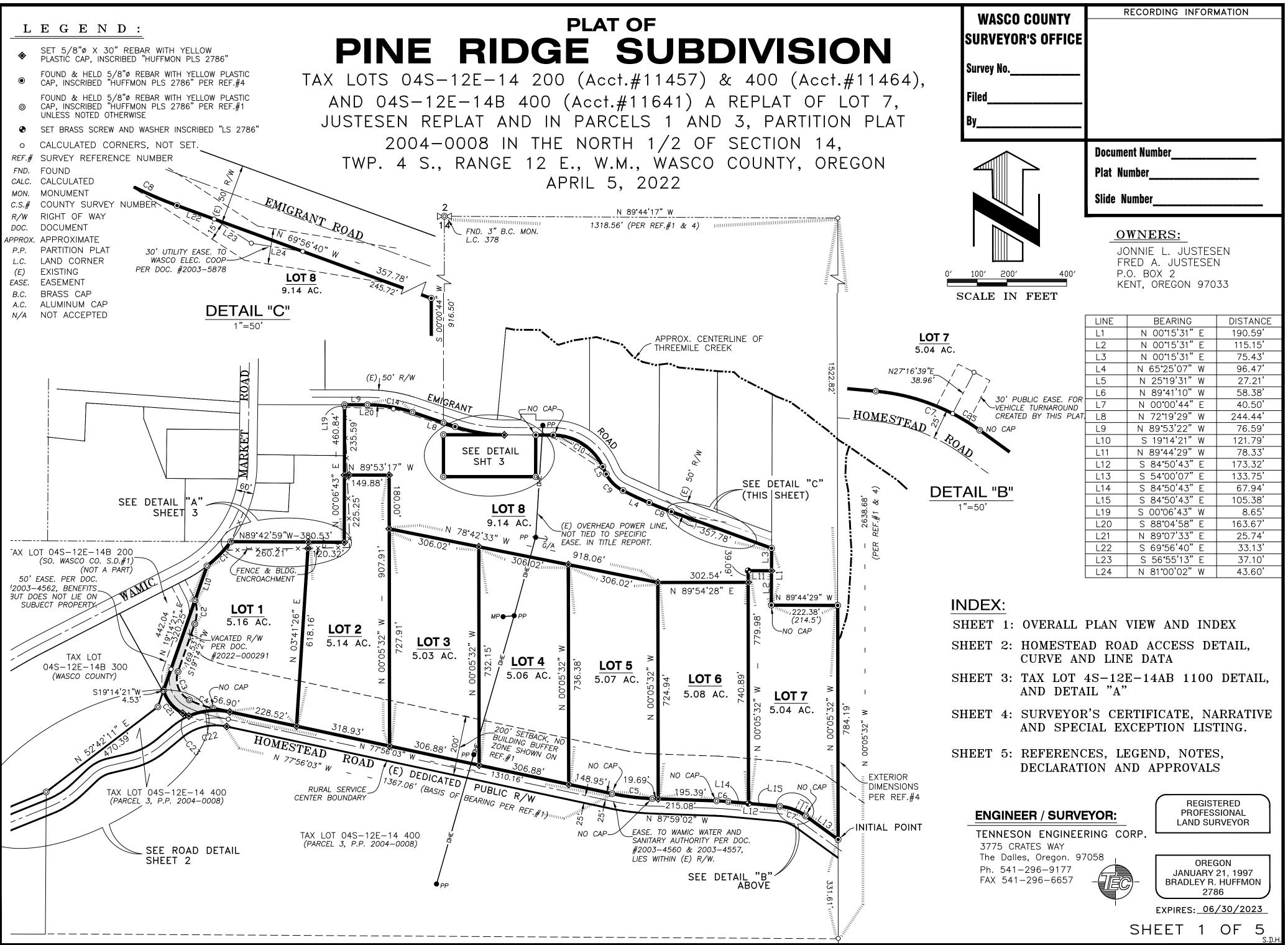
BOCC Regular Session: 4.20.2022

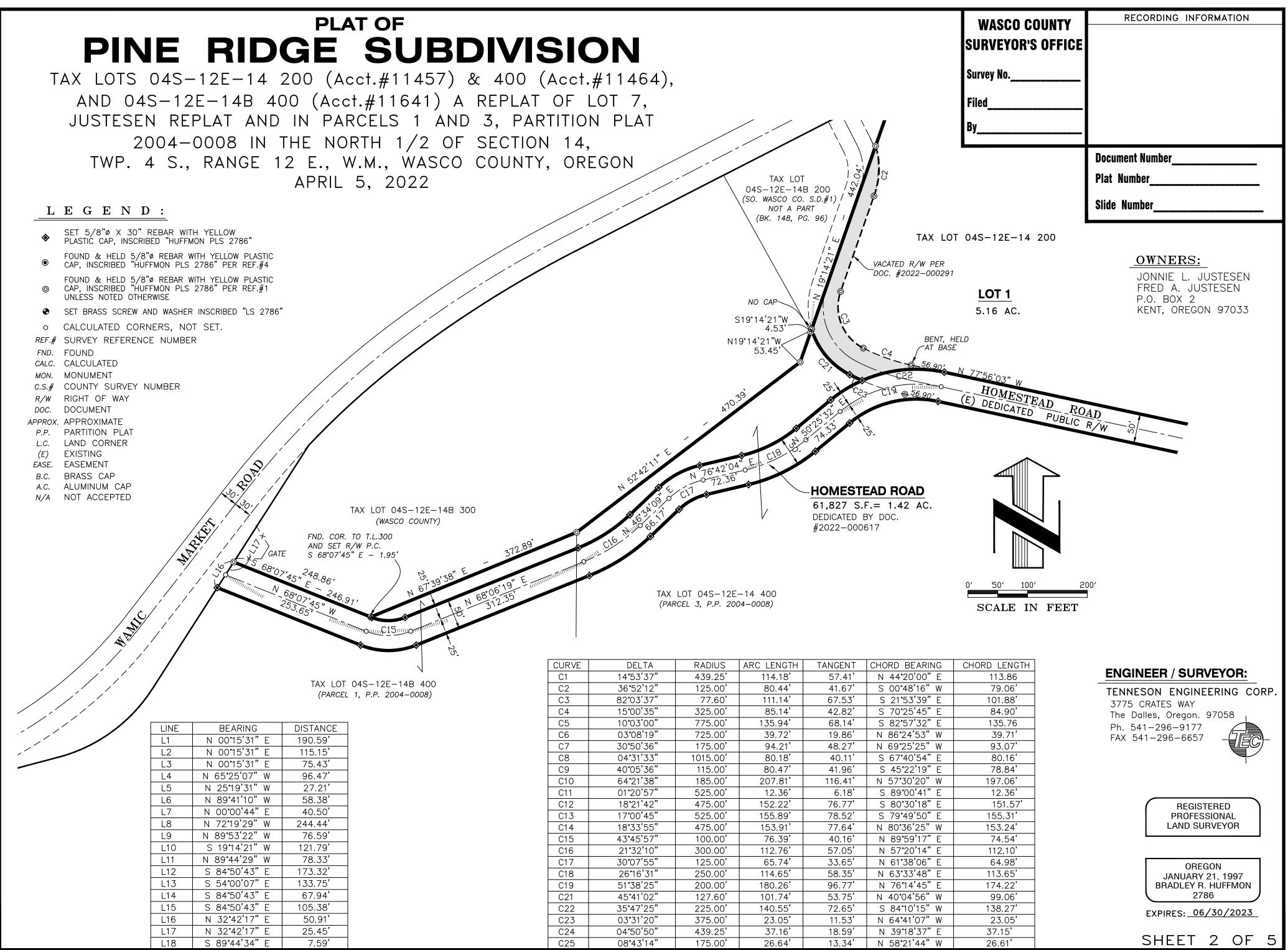


DISCUSSION ITEM

Pine Ridge Plat

PLAT MAPS





RECORDING INFORMATION **PLAT OF WASCO COUNTY** PINE RIDGE SUBDIVISION SURVEYOR'S OFFICE Survey No. TAX LOTS 04S-12E-14 200 (Acct.#11457) & 400 (Acct.#11464), AND 04S-12E-14B 400 (Acct.#11641) A REPLAT OF LOT 7, JUSTESEN REPLAT AND IN PARCELS 1 AND 3, PARTITION PLAT 2004-0008 IN THE NORTH 1/2 OF SECTION 14, **Document Number** TWP. 4 S., RANGE 12 E., W.M., WASCO COUNTY, OREGON **Plat Number** APRIL 5, 2022 SCALE IN FEET Slide Number TAX LOT 04S-12E-14 201 (LOT 3, JUSTESEN REPLAT) TAX LOT 04S-12E-14AB 1003 (PARCEL 1, P.PLAT 2016-0004) **OWNERS:** EASE. TO WAMIC WATER AND SANITARY AUTHORITY PER JONNIE L. JUSTESEN DOC. #2003-4559. FRED A. JUSTESEN TAX LOT 04S-12E-14AB 1005 ROAD P.O. BOX 2 15' UTILITY EASE. TO (PARCEL 2, P.PLAT 2016-0004) WASCO ELECTRIC COOP. KENT, OREGON 97033 PER DOC. #2003-5878 (E) 50' R/W PER REF.#1 & #5 LEGEND: SET 5/8"ø X 30" REBAR WITH YELLOW PLASTIC CAP, INSCRIBED "HUFFMON PLS 2786" FND. & HELD 5/8" REBAR FOUND & HELD 5/8"Ø REBAR WITH YELLOW PLASTIC CAP, INSCRIBED "HUFFMON PLS 2786" PER REF.#4 PER REF.#1, ALSO FND. BOLT WITH "X" N54°30'59"W-3.88' N/A, NO RECORD, FND. 5/8" FOUND & HELD 5/8"Ø REBAR WITH YELLOW PLASTIC CAP, INSCRIBED "HUFFMON PLS 2786" PER REF.#1 REBAR N77°58'39"W-4.05' PER REF.#6, N/A UNLESS NOTED OTHERWISE SET BRASS SCREW AND WASHER INSCRIBED "LS 2786" TAX LOT 04S-12E-14AB 1100 15' UTILITY EASE. TO_ WASCO ELECTRIC COOP. (WASCO CO., NOT A PART) o CALCULATED CORNERS, NOT SET. BK. 58, PG. 368 PER DOC. #2003-5878 REF.# SURVEY REFERENCE NUMBER (E) OVERHEAD POWER LINE, NOT TIED TO SPECIFIC FND. FOUND CALC. CALCULATED EASE. IN TITLE REPORT. LOT 8 MON. MONUMENT 9.14 AC. c.s.# COUNTY SURVEY NUMBER LOT 8 R/W RIGHT OF WAY 9.14 AC. DOC. DOCUMENT N 89°59'16" W ALSO FND. 5/8" REBAR ALSO FND. 5/8" REBAR WITH APPROX. APPROXIMATE WITH 2" A.C. PER REF.#3, 2" A.C. S07°29'28"E-0.71', P.P. PARTITION PLAT N78°19'44"W-4.75', N/A LAND CORNER **EXISTING** EASE. EASEMENT NW COR. DOC. LOT 8 BRASS CAP #2004-6284 A.C. ALUMINUM CAP NOT ACCEPTED N 89°53'17" W TANGENT | CHORD BEARING | CURVE DELTA RADIUS ARC LENGTH CHORD LENGTH _SET P.O.L. 11.55' FROM CORNER 14°53'37' 439.25 N 44°20'00" E 113.86 114.18 C10 64°21'38" 185.00 207.81 N 57°30'20" W 197.06 LOT 2 01°20'57' 525.00 12.36 S 89°00'41" E 12.36 18°21'42" 475.00 152.22' 76.77' S 80°30'18" E 151.57 C12 78.52' S 79°49'50" E 17°00'45" 525.00' 155.89 C13 C14 18°33'55" 475.00 153.91 77.64' N 80°36'25" W 153.24 C24 04°50'50" 439.25 37.16 18.59 N 39°18'37" E 37.15 C25 08°43'14" 26.64 13.34 N 58°21'44" W 26.61 175.00 SCALE IN FEET TAX LOT 04S-12E-14BA 700 S 74°16'05" E C26 05°53'17" 525.00' 53.95 27.00' 53.93 (D. GRAGG, DOC. #2004-6284) N 87°00'33" W C27 05°21'14" 185.00' 17.29 8.65' 17.28 N.A.P. C28 54°49'26" 95.94 N 56°55'13" W 170.34 185.00' 177.02 C29 04°10'58" N 27°25'00" W 185.00 13.51 6.76' 13.50 REGISTERED P.O.B. DOC. PER DEED CALL, SOUTH EASEMENT AREA PER **PROFESSIONAL** 2022-000496 LINE OF THE NE1/4 OF DOC. #2022-000496 LAND SURVEYOR THE NW1/4 PER REF.#1 **ENGINEER / SURVEYOR:** N 89°42'59" 380.53 TENNESON ENGINEERING CORP. 260.21 OREGON 30.6 3775 CRATES WAY JANUARY 21, 1997 The Dalles, Oregon. 97058 BRADLEY R. HUFFMON NOT"FND. S 88°42'59" W **BEARING** DISTANCE Ph. 541-296-9177 2786 (E) FENCE & (E) FENCE & BÚILDINGS FAX 541-296-6657 SET P.O.L. 21.40' L6 N 89°41'10" W 58.38 EXPIRES: 06/30/2023 FROM CORNER LOT 1 LOT 2 L7 N 00°00'44" E 40.50 5.16 AC. 5.14 AC. S 89°44'34" E 7.59 **DETAIL "A"** N 89°07'33" E 25.74 SHEET 3 OF 5

PINE RIDGE SUBDIVISION

TAX LOTS 04S-12E-14 200 (Acct.#11457) & 400 (Acct.#11464), AND 04S-12E-14B 400 (Acct.#11641) A REPLAT OF LOT 7, JUSTESEN REPLAT AND IN PARCELS 1 AND 3, PARTITION PLAT 2004-0008 IN THE NORTH 1/2 OF SECTION 14, TWP. 4 S., RANGE 12 E., W.M., WASCO COUNTY, OREGON APRIL 5, 2022

WASCO COUNTY SURVEYOR'S OFFICE	RECORDING INFORMATION
Survey No	
Filed	
Ву	
	Document Number
	Plat Number
	Slide Number

SPECIAL EXCEPTION LISTING:

SPECIAL EXCEPTION LIST PER WASCO TITLE, INC., PRELIMINARY TITLE REPORT, SUPPLEMENTAL No. 1 ISSUED FEBRUARY 9, 2022, UNDER ORDER NO. 14-53326, NUMBERING FOLLOWS THE REPORT.

- 6. RIGHTS OF THE PUBLIC IN AND TO ANY PORTION OF THE HEREIN DESCRIBED PREMISES LYING WITHIN THE BOUNDARIES OF ROADS AND HIGHWAYS. NOT A SURVEY MATTER. NOT FURTHER SHOWN OR NOTED ON THE MAP.
- 7. THE PREMISES HEREIN DESCRIBED ARE WITHIN AND SUBJECT TO THE STATUTORY POWER OF ASSESSMENT OF THE ROCK CREEK WATER DISTRICT, IF ANY. NOT A SURVEY MATTER. NOT FURTHER SHOWN OR NOTED ON THE MAP.
- 8. EASEMENT DEED, INCLUDING THE TERMS AND PROVISIONS THEREOF, GRANTED TO PACIFIC POWER & LIGHT COMPANY, AS RECORDED NOVEMBER 17, 1936, AT BOOK 87, PAGE 216, WASCO COUNTY RECORDS. BLANKET OVER WESTERN PORTION OF LOT 8 AND SMALLER NORTHERLY PORTION OF LOTS 2 AND 3. EXISTING OVERHEAD POWER LINES ARE SHOWN ON THE MAP.
- 9. RIGHT OF WAY EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, GRANTED TO PACIFIC POWER & LIGHT COMPANY, AS RECORDED APRIL 15, 1948, AT BOOK 113, PAGE 217, WASCO COUNTY RECORDS. BLANKET OVER EASTERN PORTION OF LOT 8. EXISTING OVERHEAD POWER LINES ARE SHOWN ON THE MAP.
- 10. RESTRICTIONS AND ACCESS RIGHTS, AS DISCLOSED BY DEED, DOCUMENT No. 79-2850. THIS IS A MINERAL RIGHTS RESERVATION AND ACCESS RIGHT. IT ENCUMBERS THE SUBJECT PROPERTY. NOT FURTHER SHOWN OR NOTED ON THE MAP.
- 11. RESTRICTIONS AND ACCESS RIGHTS, AS DISCLOSED BY DEED, DOCUMENT No. 92-4025. CLARIFIES MINERAL RESERVATION INTENT IN #10 ABOVE. ENCUMBERS THE SUBJECT PROPERTY. NOT FURTHER SHOWN OR NOTED ON THE MAP.
- 12. GRANT OF EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, GRANTED TO JONNIE L. JUSTESEN AND FRED A. JUSTESEN, AS RECORDED AUGUST 11, 2003, AT DOCUMENT NO. 2003-4562, WASCO COUNTY RECORDS. THIS IS A BENEFITING EASEMENT. IT IS SHOWN AND NOTED ON THE MAP.
- 13. ELECTRIC LINE RIGHT OF WAY EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, GRANTED TO WASCO ELECTRIC COOPERATIVE, INC., AS RECORDED OCTOBER 10, 2003, AT DOCUMENT NO. 2003—5878, WASCO COUNTY RECORDS. THIS EASEMENT IS SHOWN AND NOTED ON THE MAP.
- 14. 200 FOOT "BUFFER ZONE" AS DELINEATED ON PROPERTY LINE ADJUSTMENT AND PARTITION PLAT MP# 2004-0008. THE BUFFER ZONE IS SHOWN AND NOTED ON THE MAP.
- 15. NOTICE OF DECISION, INCLUDING THE TERMS AND PROVISIONS THEREOF, FROM WASCO COUNTY PLANNING DEPARTMENT TO JONNIE L. JUSTESEN AND FRED A. JUSTESEN, DATED AUGUST 4, 2021, AS RECORDED SEPTEMBER 24, 2021, AT DOCUMENT No. 2021-004271, WASCO COUNTY RECORDS. THIS IS THE DECISION APPROVING THIS SUBDIVISION. CONDITIONS OF APPROVAL RELATED TO THE PLAT ARE SHOWN HEREON.
- 16. EASEMENT FOR UTILITIES OVER AND ACROSS THE PREMISES FORMERLY INCLUDED WITHIN THE BOUNDARIES OF A PORTION OF HOMESTEAD ROAD NOW VACATED, INCLUDING TERMS AND PROVISIONS THEREOF, AS RESERVED IN ORDINANCE NO. 21–013, AS RECORDED JANUARY 25, 2022, AT DOCUMENT NO. 2022–000291, WASCO COUNTY RECORDS. THE VACATION AREA IS SHOWN HEREON. NO UTILITIES ARE BELIEVED TO LIE IN THE VACATION AREA.
- 17. GRANT OF EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF GRANTED TO DANIEL P. GRAGG RECORDED FEBRUARY 9, 2022 AT DOCUMENT No. 2022-000496, WASCO COUNTY RECORDS. THE EASEMENT AREA IS SHOWN ON THE MAP.

NARRATIVE:

THE PURPOSE OF THIS SURVEY WAS TO COMPLETE A SUBDIVISION OF LOT 7 OF THE JUSTESEN REPLAT AND A VACATED PORTION OF HOMESTEAD ROAD RIGHT-OF-WAY. THE SUBDIVIDED PROPERTY WILL BE KNOWN AS THE PINE RIDGE SUBDIVISION. PRIOR TO COMPLETING THE FIELD WORK AND MAPPING NECESSARY FOR THIS SURVEY, RESEARCH WAS MADE TO OBTAIN A COPY OF A CURRENT TITLE REPORT FOR THE SUBJECT PROPERTY, TO VERIFY OWNERSHIP AND ENCUMBRANCES OF RECORD, AND TO OBTAIN COPIES OF PRIOR SURVEYS AND PLATS COMPLETED ON OR IN THE VICINITY OF THE SUBJECT PROPERTY. PRIOR SURVEYS OR PLATS UTILIZED AS A PART OF THE RESOLUTION SHOWN HEREON ARE LISTED AS REFERENCES. LOT 7 WAS SURVEYED IN ITS CURRENT CONFIGURATION IN THE JUSTESEN REPLAT LISTED AS REFERENCE #4. THIS SURVEY ALSO SHOWS THE ROUTE OF NEWLY DEDICATED HOMESTEAD ROAD FROM THE SOUTHWESTERLY CORNER OF THE PLATTED PROPERTY RUNNING SOUTHWESTERLY TO INTERSECT WAMIC MARKET ROAD.

IN THE FIELD FOR THIS SURVEY, MONUMENTS WERE FOUND THROUGHOUT THE EXTERIOR BOUNDARY OF LOT 7 AS SHOWN. THESE MONUMENTS WERE FOUND TO CLOSELY MATCH RECORD DIMENSION AND WERE HELD AS FOUND. THE RESOLVED EXTERIOR BOUNDARY OF LOT 7 IDENTICALLY MATCHES THE CREATING PLAT. THIS PLAT DISCLOSES AN ENCROACHMENT OF FENCES AND EXISTING STRUCTURES IN THE NORTHWESTERLY AREA OF LOT 7. LOTS 1 AND 2 WITHIN THIS SUBDIVISION ARE CREATED OVER THE 5 ACRE MINIMUM LOT SIZE TO ALLOW FOR FUTURE ADJUSTMENT TO THE EXISTING FENCE LINES. THE SUBJECT PROPERTY WAS PLATTED INTO EIGHT LOTS AS SHOWN WITH LOTS 1 THROUGH 7 BEING NEAR 5 ACRES AND LOT 8 BEING A 9+ ACRE REMAINDER. THE NEWLY DEDICATED HOMESTEAD ROAD LOCATION WAS BASED UPON FIELD TIES TO THE EXISTING CONSTRUCTED CENTERLINE. THIS RIGHT—OF—WAY WAS MONUMENTED AT ITS 50 FOOT WIDTH AS SHOWN ON THE SURVEY. THE PLAT ALSO INCLUDES THE SMALL PORTION OF VACATED HOMESTEAD ROAD RIGHT—OF—WAY, WHICH BECOMES A PORTION OF PLATTED LOT 1. THE COMPLETED MAP ALSO SHOWS EASEMENTS OF RECORD AS DISCLOSED BY THE CURRENT TITLE REPORT. THIS PLAT CREATES THE PUBLIC TURNAROUND EASEMENT ON THE NORTHERLY SIDE OF HOMESTEAD ROAD NEAR ITS EAST END. THE COMPLETED PLAT AND ROAD RIGHT OF WAY WAS MONUMENTED AS SHOWN.

SET MONUMENTS ARE 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "HUFFMON PLS 2786" UNLESS NOTED OTHERWISE.

OWNERS:

P.O. BOX 2

JONNIE L. JUSTESEN

KENT, OREGON 97033

FRED A. JUSTESEN

SURVEYOR'S CERTIFICATE:

I, BRADLEY R. HUFFMON, REGISTERED LAND SURVEYOR NO. 2786 IN THE STATE OF OREGON, BEING FIRST DULY SWORN, DEPOSE AND SAY THAT I CORRECTLY EXECUTED, ACCORDING TO ORS CHAPTER 92 AND THE WASCO COUNTY LAND USE DEVELOPMENT ORDINANCE, A SUBDIVISION LYING IN LOT 7 OF THE JUSTESEN REPLAT AND VACATED HOMESTEAD ROAD RIGHT-OF-WAY IN THE NORTH 1/2 OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, WASCO COUNTY, OREGON. THE INITIAL POINT FOR SAID SUBDIVISION IS THE 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "HUFFMON PLS 2786" FOUND AT THE SOUTHEAST CORNER OF SAID LOT 7. THE PLATTED PROPERTY IS DESCRIBED AS FOLLOWS:

LOT 7 OF THE JUSTESEN REPLAT (MP 2010-0002), AS RECORDED FEBRUARY 8, 2010, AT DOCUMENT NO. 2010-000551 (SLIDE D-86A), DEED RECORDS OF WASCO COUNTY.

ALSO THE FOLLOWING DESCRIBED TRACT OF LAND, BEING THAT PORTION OF HOMESTEAD ROAD VACATED PER DOCUMENT 2022-000291, DEED RECORDS OF WASCO COUNTY, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 148, PAGE 96, DEED RECORDS OF WASCO COUNTY, AND THE SOUTHERLY RIGHT-OF-WAY LINE OF WAMIC MARKET ROAD, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID LOT 7; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE ON SAID WESTERLY LINE OF LOT 7, SOUTH 19'14'21" WEST 121.79 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF HOMESTEAD ROAD AND TRUE POINT OF BEGINNING OF THIS DESCRIPTION: THENCE ON A 125.00 FOOT RADIUS CURVE TO THE RIGHT, A RADIAL LINE TO WHICH BEARS SOUTH 72°22'10" WEST, THROUGH A CENTRAL ANGLE OF 36°52'12", A DISTANCE OF 80.44 FEET (THE LONG CHORD OF WHICH BEARS SOUTH 00*48'16" WEST 79.06 FEET): THENCE SOUTH 19*14'21" WEST 169.53 FEET: THENCE ON A 77.60 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 82°03'37", A DISTANCE OF 111.14 FEET (THE LONG CHORD OF WHICH BEARS SOUTH 21°53'39" EAST 101.88 FEET); THENCE ON A 325.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 15°00'35", A DISTANCE OF 85.14 FEET (THE LONG CHORD OF WHICH BEARS SOUTH 70°25'45" EAST 84.90 FEET); THENCE SOUTH 77°56'03" EAST 56.90 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE ON A 225.00 FOOT RADIUS CURVE TO THE LEFT, A RADIAL LINE TO WHICH BEARS SOUTH 12°03'57" WEST, THROUGH A CENTRAL ANGLE OF 35°47'25", A DISTANCE OF 140.55 FEET (THE LONG CHORD OF WHICH BEARS SOUTH 84°10'15" WEST 138.27 FEET); THENCE ON A 375.00 FOOT RADIUS CURVE TO THE RIGHT, A RADIAL LINE TO WHICH BEARS NORTH 23°33'13" EAST, THROUGH A CENTRAL ANGLE OF 03°31'20", A DISTANCE OF 23.05 FEET (THE LONG CHORD OF WHICH BEARS NORTH 64°41'07" WEST 23.05 FEET); THENCE ON A 127.60 FOOT RADIUS COMPOUND CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 45'41'02", A DISTANCE OF 101.74 FEET (THE LONG CHORD OF WHICH BEARS NORTH 40°04'56" WEST 99.06 FEET) TO THE INTERSECTION WITH SAID EASTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 148, PAGE 96; THENCE ON SAID EASTERLY LINE, NORTH 19'14'21" EAST 320.25 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINS 44.88 ACRES.

ENGINEER / SURVEYOR:

TENNESON ENGINEERING CORP.
3775 CRATES WAY
The Dalles, Oregon. 97058
Ph. 541-296-9177
FAX 541-296-6657

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON JANUARY 21, 1997 BRADLEY R. HUFFMON 2786

EXPIRES: 06/30/2023

SHEET 4 OF 5

PLAT OF PINE RIDGE SUBDIVISION

TAX LOTS 04S-12E-14 200 (Acct.#11457) & 400 (Acct.#11464), AND 04S-12E-14B 400 (Acct.#11641) A REPLAT OF LOT 7, JUSTESEN REPLAT AND IN PARCELS 1 AND 3, PARTITION PLAT 2004-0008 IN THE NORTH 1/2 OF SECTION 14, TWP. 4 S., RANGE 12 E., W.M., WASCO COUNTY, OREGON APRIL 5, 2022

	WASCO COUNTY SURVEYOR'S OFFICE	RECORDING INFORMATION
	Survey No	
	Filed	
	Ву	
ı		Document Number

Document Number
Plat Number
Slide Number

	APPI	R O V	A L S :
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I HEREBY CERTIFY THIS REPLAT OF "PINE RIDGIN WASCO COUNTY, OREGON WAS EXAMINED A AS OF THIS DAY OF, 2	ND APPROVED
WASCO COUNTY SURVEYOR	DATE

A P F	RC	V	A L	S :	_		
THIS PLAT OREGON \						WASCO	COUNT
WASCO CO	DUNTY C	OMMISSI	ONER			DA	ATE
WASCO CO	DUNTY C	OMMISSI	ONER			D <i>A</i>	ATE
WASCO CO	DUNTY C	OMMISS	IONER			DA	ATE
WASCO CO	9 YTNUC	LANNING	DIREC	CTOR		DA	ATE

NOTES:

- 1) BEARINGS BASED ON REFERENCE No. 1 BETWEEN MONUMENTS FOUND ON THE NORTHERLY RIGHT OF WAY LINE OF HOMESTEAD ROAD.
- 2) DOMESTIC WATER PROVIDED BY PRIVATE WELLS. SEWAGE DISPOSAL BY PRIVATE ON-SITE DISPOSAL SYSTEMS.
- 3) ZONING: RC-WAM-R-2 COMPREHENSIVE DESIGNATION: WAMIC RESIDENTIAL ZONE.

FILE #: 921-21-000009-PLNG

- 4) MONUMENTATION FOR THIS SUBDIVISION WAS INITIATED ON FEBRUARY 10 AND COMPLETED ON MARCH 9, 2022.
- 5) THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO AFFIDAVIT OF ROAD MAINTENANCE AGREEMENT PER DOCUMENT No. 2022-000596. WASCO COUNTY RECORDS.
- 6) OWNERSHIP, EASEMENTS AND OTHER ENCUMBRANCES OF RECORD VERIFIED BY REFERENCE TO WASCO TITLE INC. PRELIMINARY TITLE REPORT, SUPPLEMENTAL No. 1 ISSUED FEBRUARY 9, 2022 UNDER ORDER No. 14-53326.

DECLARATION:

WE, JONNIE L. JUSTESEN AND FRED A. JUSTESEN, OWNERS OF THE LAND SHOWN ON THE PLAT HEREUNTO ATTACHED AND MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE ALSO HEREUNTO ATTACHED CREATE PUBLIC VEHICLE TURNAROUND EASEMENT SHOWN HEREUNTO AND DECLARE THE PLAT OF "PINE RIDGE SUBDIVISION" TO BE A CORRECT PLAT AS LOCATED IN THE NORTH 1/2 OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 12 EAST, WASCO COUNTY, OREGON.

ONNIE	L.	JUSTESEN	F	
0		000.202.1		

FRED A. JUSTESEN

ACKNOWLEDGEMENT:

ON THISDAY OF	, 2022 BEFORE ME A NOTARY
PUBLIC FOR THE STATE OF OREGO	N, APPEARED JONNIE L. JUSTESEN AND
FRED A. JUSTESEN, KNOWN TO ME	PERSONALLY, WHO BEING FIRST DULY
SWORN, SAID THAT THEY DID ACKN	IOWLEDGE THIS INSTRUMENT OF THEIR
FREE AND VOLUNTARY ACT.	

NOTARY SIGNATURE	
NOTARY PUBLIC PRINTED NAME	
STATE OF	
COUNTY OF	
COMMISSION No	
MY COMMISSION EXPIRES	

APPROVALS:

I HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT OF "PINE RIDGE SUBDIVISION" IN WASCO COUNTY, OREGON, AND THAT THE NAME ADOPTED FOR SAID PLAT IS A PROPER NAME AND NOT INCLUDED IN ANY OTHER SUBDIVISION IN WASCO COUNTY AND FURTHER CERTIFY THAT ALL TAXES AND ASSESSMENTS DUE OR WILL BECOME DUE THEREON DURING THE CALENDAR YEAR HAVE BEEN FULLY PAID AS REQUIRED BY LAW AND I HEREBY APPROVE SAID PLAT.

WASCO	COUNTY	ASSESSOR	DATE
WASCO	COUNTY	TAX COLLECTOR	DATE

REFERENCES:

- 1) PROPERTY LINE ADJUSTMENT AND PARTITION PLAT 2004-0008 FOR JON AND FRED JUSTESEN BY TENNESON ENGINEERING CORP. W.O. #10353, RECORDED APRIL 7, 2004 DOC. #2004-1681 (SLIDE A-108A) C.S. #13-037
- 2) PARTITION PLAT 1996-0030 FOR TIBBETS BY PHILLIP LARSON, PLS 474 RECORDED NOVEMBER 4, 1996 DOC. #96-4748 (SLIDE C33-A) C.S. #10-005
- 3) CEMETERY SURVEY BY C. DENNIS KRAMER, PLS 856 JULY, 1993 C.S. #8-111
- 4) JUSTESEN REPLAT MP 2010-0002 FOR JON AND FRED JUSTESEN BY TENNESON ENGINEERING CORP. W.O. #12841, RECORDED FEBRUARY 8, 2010 DOC. #2010-000551 (SLIDE D-86A) C.S. #16-090
- 5) PARTITION PLAT 2016-004 FOR RUSSELL L. DELCO BY TENNESON ENGR. CORP. WO.#14542 RECORDED APRIL 25, 2016 DOC. #2016-001362 (SLIDE D-138B) C.S. #19-008
- 6) SURVEY FOR ROBERT & MARY McLAURIN BY JIM WEDDLE & ASSOC. INC. FEBRUARY 16, 1974 C.S. #757

OWNERS:

JONNIE L. JUSTESEN FRED A. JUSTESEN P.O. BOX 2 KENT, OREGON 97033

LEGEND:

- SET 5/8"ø X 30" REBAR WITH YELLOW PLASTIĆ CAP, INSCRIBED "HUFFMON PLS 2786"
- FOUND & HELD 5/8" REBAR WITH YELLOW PLASTIC CAP, INSCRIBED "HUFFMON PLS 2786" PER REF.#4
- FOUND & HELD 5/8" REBAR WITH YELLOW PLASTIC CAP. INSCRIBED "HUFFMON PLS 2786" PER REF.#1 UNLESS NOTED OTHERWISE
- SET BRASS SCREW AND WASHER INSCRIBED "LS 2786"
- o CALCULATED CORNERS, NOT SET.

REF.# SURVEY REFERENCE NUMBER

FND. FOUND CALC. CALCULATED MON. MONUMENT

c.s.# COUNTY SURVEY NUMBER

R/W RIGHT OF WAY

DOC. DOCUMENT

APPROX. APPROXIMATE

P.P. PARTITION PLAT

L.C. LAND CORNER

EXISTING

EASE. EASEMENT

B.C. BRASS CAP

A.C. ALUMINUM CAP N/A NOT ACCEPTED

ENGINEER / SURVEYOR:

TENNESON ENGINEERING CORP. 3775 CRATES WAY The Dalles, Oregon. 97058 Ph. 541-296-9177 FAX 541-296-6657

REGISTERED **PROFESSIONAL** LAND SURVEYOR

OREGON **JANUARY 21, 1997** BRADLEY R. HUFFMON 2786

EXPIRES: 06/30/2023

SHEET 5 OF 5



DISCUSSION ITEM

Gorge Commission MOU

MOU BETWEEN GORGE COMMISSION, WASCO COUNTY & PORT OF THE DALLES

MOTION LANGUAGE

Memorandum of Understanding among the Columbia River Gorge Commission, Wasco County, and the Port of The Dalles

WHEREAS, the Columbia River Gorge National Scenic Area Act ("Act") was passed by Congress on November 17, 1986, establishing the Columbia River Gorge National Scenic Area ("National Scenic Area").

WHEREAS, the National Scenic Area is comprised of approximately 292,500 acres and includes portions of six counties (Multnomah, Hood River, and Wasco in Oregon, and Clark, Skamania, and Klickitat in Washington) and 13 urban areas (Cascade Locks, Hood River, Mosier, and The Dalles in Oregon, and North Bonneville, Stevenson, Carson, Home Valley, White Salmon, Bingen, Lyle, Dallesport, and Wishram in Washington).

WHEREAS, the purpose of the Act is two-fold: (1) to protect and provide for the enhancement of scenic, cultural, recreational, and natural resources of the Columbia River Gorge; and (2) to protect and support the economy of the Columbia River Gorge area by encouraging growth to occur in existing urban areas and by allowing future economic development in a manner that is consistent with the first purpose.

WHEREAS, Congress intended the Act to support economies within the National Scenic Area, recognizing that economic vitality of the National Scenic Area and the health of the scenic, natural, recreational, and cultural resources of the Columbia River Gorge are interdependent. The Columbia River Gorge Commission ("Gorge Commission") has adopted goals and policies in the Management Plan for the Columbia River Gorge ("Management Plan") that support the vision of a thriving economy, offering diverse business opportunities, increasing prosperity, and contributing to an enhanced quality of life.

WHEREAS, the National Scenic Area is home to more than 55,000 people. According to the Portland State University, Population Estimates for Oregon and Counties, Certified Population Estimate July 1, 2020, of those people, about 14,845 live in the city of The Dalles, a city located within one of the designated urban areas in Wasco County.

WHEREAS, the Gorge Commission is responsible for reviewing the Management Plan for the Columbia River Gorge ("Management Plan") at least every 10 years to determine whether it should be revised. In addition to this mandated review, the Commission may amend the Management Plan at any time if the Commission determines that conditions within the scenic area have significantly changed since the Management Plan was last revised or amended.

WHEREAS, on October 13, 2020, the Gorge Commission adopted revisions to the Management Plan as a part of the Act's requirement to review and update the Management Plan as needed every ten years.

WHEREAS, Wasco County sits at the junction of major east-west and north-south highways and provides access to both regional airports and Portland International as well as rail and barge transportation routes. According to the United States Census Bureau, Quick Facts,

Wasco County, Oregon, Wasco County supports over 10,300 households and has over 700 total employer establishments.

WHEREAS, the Port of The Dalles was established in 1933 to create jobs and recruit businesses by developing industrial lands. The Port district is approximately 425,000 square acres covering the northern third of Wasco County. The Port of The Dalles serves the entire district and the greater Mid-Columbia region through various economic development projects and collaborations.

WHEREAS, Wasco County and Port of The Dalles are important regional partners with the Gorge Commission, all having a deep interest in the economic vitality and health of the scenic, natural recreational, and cultural resources of the Columbia River Gorge.

WHEREAS, The Gorge Commission and Wasco County along with other counties in the National Scenic Area have worked on and discussed adopting in the future a memorandum of understanding addressing a wide range of coordination efforts and mutual responsibilities in administering the Act. This memorandum of understanding among the Gorge Commission, Wasco County, and the Port of The Dalles is separate from the discussions among the Gorge Commission and National Scenic Area counties and is to be treated as a stand-alone understanding among the Gorge Commission, Wasco County, and The Port of The Dalles.

WHEREAS, the leadership of the Gorge Commission has met with the leadership of Wasco County periodically over the years, having strived to meet as least once per year at a Wasco County Board of Commissioners meeting, and desires to continue to do so and to meet periodically with the Port of The Dalles.

WHEREAS, the Gorge Commission, Wasco County, and Port of The Dalles acknowledge the importance of long-term working relationships among the parties to further their collective interests in a healthy, vibrant National Scenic Area and Columbia River Gorge.

WHEREAS, the Gorge Commission acknowledges it has not allocated time in its work plan for processing requests to amend the Management Plan or applications to revise an urban area boundary for many years.

WHEREAS, the parties desire to enter into this Memorandum of Understanding to reflect their mutual commitments for working together to address future growth in The Dalles Urban Area.

NOW THEREFORE, the parties hereby enter into this Memorandum of Understanding as follows:

- 1. The leadership of the Gorge Commission, Wasco County, and Port of The Dalles will strive to meet at least once per year to discuss budget cycles and how Wasco County and Port of The Dalles can help support the Gorge Commission with funding to further the Gorge Commission's work under Part III, Chapter 3, Economic Development of the Management Plan.
- 2. The staff of the Gorge Commission, Wasco County, and Port of The Dalles will strive to meet at least once per year to discuss growth management planning and potential timelines for updated land needs assessments, buildable land inventories, economic opportunities analysis, and similar studies for The Dalles Urban Area.

- 3. The coordination among the leadership and staff of the Gorge Commission, Wasco County, and the Port of The Dalles will keep the Gorge Commission staff and leadership aware of Wasco County's future planning for a possible amendment of the Management Plan or a revision of The Dalles Urban Area boundary. Upon Wasco County informing the Gorge Commission staff of its intent to seek an urban area boundary revision or amendment of the Management Plan, or both, the Gorge Commission staff and leadership agree (a) to use best efforts in requesting appropriate budget funds in its next biennial budget for such review, and (b) upon receiving appropriate funding, allocate time in its next annual work plan for such review. The Gorge Commission will conduct any review of a proposed revision or amendment in accordance with the applicable policies in the Management Plan and Gorge Commission's administrative rules.
- 4. If the Gorge Commission does not receive funding in its biennial budget for reviewing a request to revise The Dalles Urban Area boundary, then the staff and leadership of the Gorge Commission and Wasco County will jointly seek other funding mechanisms that will help offset the costs of such review. Such offsets may include but are not limited to direct funding, grants, cost share agreements, and similar mechanisms that are mutually agreeable to both parties. If the Gorge Commission does not receive funding for a plan amendment in its biennial budget, the staff and leadership of Gorge Commission and Wasco County will work together to use best efforts to obtain other funding for the Gorge Commission from Oregon and Washington. Upon that agreement or commitment for other funds, the Gorge Commission staff and leadership agree to seek any necessary expenditure authority. Upon receiving expenditure authority, if any is needed, the Gorge Commission staff and leadership agree to allocate time in its next annual work plan for such review. At no time does the lack of funding relieve any party from compliance with the Act.

Columbia River Gorge Commission

Krystyna U. Wolniakowski	Robin Grimwade	
Executive Director	Commission Chair	
Date:	Date:	
Wasco County		
		_
Tyler Stone	Kathy Schwartz	
Administrative Officer	Board Chair	
Date:	Date:	
Port of the Dalles		
Andrea Klaas	Greg Weast	
Executive Director	Commission President	
Date:	Date:	



MOTION

SUBJECT: CRGC/Wasco County/Port of The Dalles MOU

I move to approve the Memorandum of Understanding among the Columbia River Gorge Commission, Wasco County and the Port of The Dalles.



DISCUSSION ITEM

Child Care Providers Proclamation

PROCLAMATION REQUEST

PROCLAMATION

MOTION LANGUAGE

Dear Mr. Kramer,

Provider Appreciation Day is coming up on May 6, 2022. This annual celebration is an important opportunity to recognize the child care providers in our community and the critical role they play for so many working families.

As someone who values the important contributions of child care providers in our community, I am asking you to officially recognize this year's Provider Appreciation Day with a proclamation. More information about Provider Appreciation Day is available at https://providerappreciation.org, including an example of a Provider Appreciation Day proclamation. A template proclamation is also available at https://providerappreciation.org/submit-a-proclamation/.

Thank you for your consideration, and I look forward to working together to honor the important work child care providers do in our community.

Sincerely, Nancey Patten Director, Child Care Partners



MAY 6, 2022: PROVIDER APPRECIATION DAY

A PROCLAMATION

WHEREAS, Child Care Aware® of America and other organizations nationwide are recognizing Child Care Providers on this day; and

WHEREAS, over half the children under the age of six nationwide are estimated to spend some time in a nonparental care arrangement on a weekly basis, which provides critical enrichment opportunities and nurtures development for children of all backgrounds and is a vital building block of our economy; and

WHEREAS, the COVID-19 pandemic has created tremendous hardship for child care providers and the families of Wasco County who depend on them, who have continued to meet the needs of families while risking their health and financial stability to remain open; and

WHEREAS, our future depends on the quality of the early childhood experiences provided to young children today; support for high-quality child care represents a worthy commitment to our children's future.

Now therefore, the Wasco County Board of Commissioners hereby proclaims May 6, 2022, as Provider Appreciation Day in Wasco County and urge all citizens to recognize Child Care Providers for their important work.

Wasco County Board of Commissioners
Kathleen B. Schwartz, Chair
Steven D. Kramer, Vice-Chair
Scott C. Hege, County Commissioner



MOTION

SUBJECT: Provider Proclamation

I move to proclaim May 6, 2022 as Provider Appreciation Day in Wasco County and urge all citizens to recognize Child Care Providers for their important work.



CONSENT AGENDA

MINUTES: 4.6.2022 REGULAR SESSION

BOCC Regular Session: 4.20.2022



WASCO COUNTY BOARD OF COMMISSIONERS REGULAR SESSION

APRIL 6, 2022

Room 302, Wasco County Courthouse

This meeting was also held on Zoom

https://wascocounty-org.zoom.us/j/3957734524

or call in to <u>1-253-215-8782</u> Meeting ID: 3957734524#

PRESENT: Kathy Schwartz, Chair

Steve Kramer, Vice-Chair

Scott Hege, County Commissioner

STAFF: Kathy Clark, Executive Assistant

ABSENT: Tyler Stone, Administrative Officer

Chair Schwartz opened the session at 9:00 a.m.

Discussion Item – Solution Yes Agreement

Information Services Director Andrew Burke reviewed the memo (attached) and recommended moving forward with Solution YES for printer services.

Vice-Chair Kramer asked if this has been reviewed by legal. County Counsel Kristen Campbell responded that she has reviewed them and has requested one minor change to the terms, but otherwise sees no issues.

{{{Commissioner Hege moved to approve the Solutions YES equipment Support Agreement contingent on final legal approval. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Discussion Item – CAFFA Grant Application

County Assessor/Tax Collector Jill Amery reviewed the memo included in the Board Packet.

Commissioner Hege commented on the Great Resignation mentioned in the application. Ms. Amery explained that one of the challenges they face is a nationwide shortage of appraisers. In addition, she has lost staff to the great resignation.

Chair Schwartz noted that the Chief Appraiser is planning to retire in a couple years. Ms. Amery said that Chief Appraiser Melanie Brown has been with the

County for 39 years; we are going to use that knowledge and experience for now and begin succession planning immediately.

{{{Vice-Chair Kramer moved to approve the Form 8 Resolution required for submission of the 2022-2023 CAFFA Grant Application. Commissioner Hege seconded the motion which passed unanimously.}}}

Ms. Amery introduced Mike Bellamy who she explained came to us from Klickitat County with some experience in tax and assessment; he also brings some information systems skills. Mr. Bellamy has already studied for and passed his appraiser exam and has begun work in the Assessor's office.

Mr. Bellamy said he is glad to be here and looking forward to learning a new skill set.

Discussion Item – BOPTA Summary of Actions/BOPTA Appointment

Chief Deputy Chrissy Zaugg reviewed the memo and summary of actions included in the Board Packet. She reported that John Hutchison and Vicki Ellett have resigned their positions on the Wasco County Board of Property Tax Appeals; she thanked them for their service.

Commissioner Hege said that the BOPTA Board asked that he share their thanks to the Wasco County Clerk and Assessor Offices for the fine job they do to organize the hearings and provide support to the BOPTA Board.

Ms. Amery noted that this is the first year in staff's memory that there has been only one appeal.

County Clerk Lisa Gambee stated that Ms. Zaugg has done an excellent job of working with Ms. Amery to identify qualified applicants to serve on BOPTA. It is important to find people who have some understanding of valuation. Mr. Tarnasky comes from Columbia State Bank.

Vice-Chair Kramer said that he works with Mr. Tarnasky on the Loan Advisory Board; he is an outstanding member of that team.

Commissioner Hege commented that we have room for more Board members; having a robust Board is helpful in years where many appeals are filed.

{{{Vice-Chair Kramer moved to approve Order 22-010 appointing Anthony Tarnasky to the Wasco County Board of Property Tax Appeals.

Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion Item – Transit Open House

Ms. Clark explained that this item is on the agenda to call attention to the event and encourage people to visit the website and take the survey.

Vice-Chair Kramer commented that Ms. Drennan is doing a great job with the program. Chair Schwartz encouraged everyone to take the time to provide feedback through the website survey.

Consent Agenda – 2.16.2022 Regular Session Minutes

{{{Vice-Chair Kramer moved to approve the Consent Agenda.

Commissioner Hege seconded the motion which passed unanimously.}}}

Commissioner Hege commended Ms. Clark on the thorough and comprehensive minutes which allowed him to more efficiently prepare for today's remand hearing.

Chair Schwartz opened the floor to public comment. There was none.

Commission Call

Vice-Chair Kramer said that last week he was in Washington D.C. with the Community Outreach Team; Monday through Thursday, they engaged in meetings with legislators and staff. They were able to meet with Senators Wyden and Merkley as well as Representative Bentz, spending about 17 minutes with each legislator and an additional 45-60 minutes with each legislator's staff. They also met with the Washington legislators Senators Cantwell and Murray and Representative Herrera-Beutler as a group. They had a good discussion with Senator Wyden around the SRS funding and proposed trust fund for those counties. They also discussed the challenges around the revolving loan fund. Because of the CARES Act people have been able to pay off their loans; that means the Loan Board may have to send money back to the federal government. In 3-5 years, we will be looking at cuts as a result of the money being sent out now. Talking with the League of Cities, they are also concerned about that as is Congressman Bentz. They also talked about the 1115 waiver which will impact NORCOR and congressionally directed spending for the Port of The Dalles land acquisition. The team consisted of Commissioner Kramer, Port of The Dalles Executive Director Andrea Klaas, Port Commissioner/President Greg Weast, City Councilman Tim McGlothlin and CGCC President Dr. Marta Cronin. They will get together next week to debrief and talk about ideas to put a plan together that will utilize the information within our community.

Commissioner Hege commented on how important these relationships with our

legislators can be for our citizens.

Agenda Item – OMG Hearing: SOAK (Burning Man Festival)

Chair Schwartz opened the hearing at 9:00 a.m. to consider Planning File Number: 921-22-000194-PLNG: A request for an Outdoor Mass Gathering permit for a music and art festival entitled "SOAK 2022," May 25th-30th, 2022. Attendance is capped at 1,900 including staff and volunteers. She explained that the hearing is open to public testimony and outlined the process.

Chair Schwartz asked if any Commissioner wished to disqualify themselves for any personal or financial interest in this matter. There were none.

Chair Schwartz asked if any Commissioner wished to report any significant ex parte or pre-hearing contacts. There were none.

Senior Planner Daniel Dougherty stated that the date of this event is May 26-30, 2022. The maximum attendance is 1,900, including staff and volunteers. The event will be held on the Justesen Ranch in the White River Canyon in Tygh Valley. The only thing that is new from previous years is the addition of Tax Lot 401. He said he wanted to correct the record; the notice was published in The Gorge News, not The Dalles Chronicle.

Mr. Dougherty reviewed the presentation included in the Board Packet, explaining that no land use criteria are analyzed; this is not a land use decision. The scope of the review is basically the health and safety issues. He reviewed the site map:



Mr. Dougherty reviewed the process requirements for a Mass Gathering:

ORS 433.735(2)

"Outdoor mass gathering," unless otherwise defined by county ordinance, means an actual or reasonably anticipated assembly of more than 3,000 persons which continues or can reasonably be expected to continue for more than 24 hours and not more than 120 hours, excluding hours required for ingress to and egress from a gathering that is located on lands zoned for exclusive farm use that are 60 miles or farther from the nearest interstate highway.

WCLUDO, Section 3.212.M

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.

Statutory Requirements for Notice (ORS 433.750)

- Notice of the application shall be sent to:
 - The county sheriff
 - The county health officer
 - The chief of the fire district with jurisdiction

The county governing body shall hold a public hearing

- Notice of time and place shall be published 10 days before in a "newspaper of general circulation".
 - Newspaper Publication: March 16, 2022
 - Notice mailed on March 10, 2022.

Mr. Dougherty reported that on February 24, 2022, staff sent unofficial notice to the Wasco County Sheriff, Wasco County Public Works Department, North Central Public Health District and Tygh Valley, Juniper Flat and Wamic Rural Fire Districts. Notice was also sent to the Oregon State Fire Marshall, Oregon Department of Forestry and owners within 750 feet of the subject tax lots. Notice of this hearing was published in March 16, 2022.

Mr. Dougherty explained the standards addressed for an OMG permit. ORS

43.750(1) states that unless a county decides that a land use permit is required, the governing body of a county in which an outdoor mass gathering is to take place shall issue a permit upon application [when] if 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.

There are two questions when considering the issuance of an OMG permit:

- 1. Does the proposal meet the "Outdoor Mass Gathering" definition?

 Staff has determined that the scope of the request does fall within the

 Wasco County's definition of an Outdoor Mass Gathering.
- 2. Does the request demonstrate compliance with or the ability to comply with the applicable health and safety rules?

To answer question 2, we need to review the rules applied as follows:

Oregon Administrative Rule (OAR) 330 Division 39

- OAR 333-039-0015 (Water Supply)
- OAR 333-039-0020 (Drainage)
- OAR 333-039-0025 (Sewerage Facilities)
- OAR 333-039-0030 (Refuse Storage and Disposal)
- OAR 333-039-0035 (Food and Sanitary Food Service)
- OAR 333-039-0040 (Emergency Medical Facilities)
- OAR 333-039-0045 (Fire Protection)
- OAR 333-039-0050 (Security Personnel)
- OAR 333-039-0055 (Traffic)

Staff has analyzed the plan and reviewed comments from the aforementioned agencies and technical experts to determine the applicant's compliance or ability to comply with the standards. Based on the plan and technical review, the applicant has demonstrated the ability to comply with all required standards. Staff recommends approval of the application for an Outdoor Mass Gathering, subject to the conditions contained in the Order dated April 6, 2022.

Commissioner Hege asked if there is something happening on the lot that has been added this year. Mr. Dougherty said that there is nothing in the plan indicating that the lot will be in use for the OMG.

Vice-Chair Kramer complimented the organizers on a well-planned event.

Sheriff Magill said due to COVID, it has been 2 years since the event has taken place. There have really been no issues outside of 1 or 2 noise complaints. Everything is in place for safety, medical and emergency response. They need to be aware that it will be fire season and there may be additional fire restrictions. He asked that they pay attention to the noise which is really just a matter of educating attendees. He said he also recommends approval of the permit.

Fire Chief LaPlante said his concern is fire; he asked who has the final say on whether or not they will have a fire on any given day.

Commissioner Hege said they have had that question before; in past years it was clear that a protocol is in place to determine that.

Jeannie Rodriguez, SOAK Producer, said that they have worked closely with the Tygh Valley Fire District and the District makes that final call.

Chair Schwartz asked about the use for Lot 401. Ms. Rodriguez replied that she is not sure how that lot was included as everything is staying the same as for previous events.

Vice-Chair Kramer stated that we will be watching the fire season very closely; we have already had fires in the south end of the county. We will be working with our local fire departments and if the Board is recommended to institute a ban, we will likely follow those recommendations.

Chair Schwartz asked if there is a protocol in the application. Mr. Dougherty replied affirmatively, adding that the organizers have been doing this for years and are very familiar with the issues around burning.

Tacy Brotherton, SOAK Producer, said she has worked on this event since 2018. On site, they invite Tygh Valley Fire to bring their fire truck. In addition, the organizers bring in a 2,000 gallon water truck and surround the burn with hoses. The last folks on the list for a final thumbs up is Tygh Valley Fire. They are also

looking at bringing in other local fire departments.

Ryan Cromitz, SOAK Producer, said he is also on the Board of the non-profit. He agreed that they are well aware of the weather and how dry it has been. He said they are prepared to say it is too dangerous; they do not want to set anything on fire.

Chair Schwartz said she has never attended one of these events and wonders why there is a burning man. Ms. Rodriguez said they have a team that spends hours building he structure. It is a symbol of letting go; the experience is different for everyone.

Commissioner Hege said sometimes it is good for the Commissioners to go for a tour to see what it is all about. This event has been well-organized and professional He said he has not been, but it is a good idea to go see what it is to be able to answer questions with first-hand experience.

Ms. Rodriguez said they would welcome the entire Board for a tour. She said it is a volunteer event; they believe in it.

Chair Schwartz opened the floor to public testimony.

Lisa Gambee of Tygh Valley said that the event has been done well in the past with minimal impact. She stated that there has been a significant increase in the local population since the last event. She asked that the organizers caution attendees that there is a lot more traffic than there has been during prior events.

Mr. Cromitz said that they took the 2018 noise complaint very seriously and have added to their sound policy and procedures to keep that from happening.

{{{Vice-Chair Kramer moved to approve the application for an Outdoor Mas Gathering as proposed in Planning File #921-21-000194-PLNG, and accept the findings and conditions contained in the Summary and Staff Report.

Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item - Planning Commission Decision Appeal Hearing

Chair Schwartz opened the hearing at 10:00 a.m. to continue the Quasi-Judicial Remand Hearing on agenda item 921-18-000086-PLNG, a request for approval for the following:

- 1. Comprehensive Plan Map Amendment: Change a legal parcel designated "Forestry" to "Forest Farm";
- 2. Exception to Statewide Planning Goal 4 Forest Lands; and
- 3. Zone Change: Change a legal parcel zoned Forest (F-2) Zone to Forest-Farm (F-F 10) Zone (Non-Resource) (remove from resource zone protections).

As a reminder, the evidence record is closed.

Chair Schwartz asked if any Commissioner wished to disqualify themselves for any personal or financial interest in this matter. There were none.

Chair Schwartz asked if any commissioner wished to report any ex parte contacts. There were none.

Mr. Dougherty explained that he would be providing a brief analysis of the Valley Science and Engineering Report which he will be referring to as the "Valley Science Soils Report." In addition, he will briefly discuss the applicable rules that are the central focus of tis remand hearing – OAR 660-004-0025 & OAR 660-004-0028.

Mr. Dougherty reviewed the three principal conclusions of the Valley Science Soils Report and staff's analysis:

1. The "Wilson – Order 1 Soil Survey" (survey submitted conducted by Gary Kitzrow and submitted with the applicant's remand request) makes findings that the Site (subject parcel) qualifies as non-resource land.

Staff Analysis:

- The "Valley Science Soils Report" provides that "Valley was unable to confirm the report's ["Wilson Order 1 Soil Survey"] findings that the Site qualifies as non-resource land." (Valley Science Soils Report, Page 1). Staff reviewed the "Wilson Order 1 Soil Survey" and specifically the Summary and Conclusions section, and found no reference where a conclusion is made that the subject parcel "qualifies as non-resource land."
- Although a soil assessment may be a decisive factor which results in a

change of the allowable uses for a property, staff cannot confirm that the terms "Resource Land" and "Non-Resource Land" are commonly used nomenclature regarding findings and conclusions within Order 1 Soil Surveys. It is clear to staff; however, that the "Wilson – Order 1 Soil Survey" specifically addresses the soil class, soil type (mapping unit), suitability, and the percentage of soil types and classes discovered on the subject parcel, and does not posit "that the Site qualifies as non-resource land."

 The soil data, the findings and the conclusions presented within the "Wilson - Order 1 Soil Survey" are inaccurate (either based on purported inconsistent or incorrect scientific methodology and/or purported data misinterpretation);

Staff Analysis:

- Both the "Valley Science Soils Report" and the "Wilson Order 1 Soil Survey" were drafted by DLCD approved professional soil classifiers.
 - The "Valley Science Soils Report" was drafted by Soils Scientists Brian T. Rabe, Certified Professional Soil Scientist (CPSS), WWS, and Michael S. Sowers, CCA-WR, CPSS.
 - The "Wilson Order 1 Soil Survey" was drafted by Gary Kitzrow,
 M.S., Certified Professional Soil Classifier (CPSC), Certified
 Professional Soil Scientist (CPSS), Principal Soil Taxonomist.
- The "Valley Science Soils Report" lists five purported inconsistencies within the "Wilson Order 1 Soil Survey", but provides that the "primary issue" that leads "Valley" "to conclude that the Site does not qualify as non-resource land is based on the fact that the field data noted for several of the test pits [identified within the "Wilson Order 1 Soil Survey"] do not support a designation as LCC VII or VIII." (Valley Science Soils Report, Page 2).
- As noted within the memorandum, Staff does not possess the technical expertise to properly analyze or make a determination or a recommendation on the accuracy of the "Valley Science Soils Report's" reasoning or its contradictory findings and conclusions to the "Wilson – Order 1 Soil Survey".

3. Because of the inaccurate data within the "Wilson – Order 1 Soil Survey", the Site does not satisfy the criteria in OAR 660-033-0030(5)(c)(A) for conversion to a non-resource plan designation and zone.

Staff Analysis:

- To address the third conclusion, Staff reviewed OAR 660-033-0030(5)(a), (5)(b), (5)(c)(A), and OAR 660-033-045.
- Chapter 660 Division 33 Agricultural Land, Section 0030 "Identifying Agricultural Land" subsections (5)(a)(b) and 5(c)(A), allows a party to utilize more detailed soil data than what is provided for in the Natural Resources Conservation Service's Order 3 Soil Survey. Requires that a DLCD approved professional soil classifier be utilized and that the soil assessment be reviewed for completeness by DLCD, and requires that OAR-660-033-00030 and OAR-660-033-0045 apply to change of land use designation requests.
- An Order 1 Soil Survey may be used in lieu of the NRCS's Order 3
 Survey, but the soil scientist and soil assessment must be reviewed for completeness by DLCD per the requirements listed in OAR-660-033-0045.
- Essentially, OAR 660-033-0045, provides: (1) the definition of what a "professional soil classifier" is; (2) the requirements of a "soils assessment" request; and (3) the submission and the review process by DLCD.
- In order for the "Wilson Order 1 Soil Survey" to be released to Wasco County, it had to be: (1) reviewed by DLCD for completeness and consistency with reporting requirements; and (2) determined by DLCD to be soundly and scientifically based and to meet reporting requirements.
- To date, staff has not received any information from DLCD that might indicate that the "Wilson – Order 1 Soil Survey" fails to meet any of the aforementioned requirements.
- Given these facts, staff finds that the "Wilson Order 1 Soil Survey",

which has followed explicit procedure and was vetted for completeness by DLCD, carries significant weight regarding explicit findings and conclusions of soil class, soil type, suitability, and the percentage of soil types and classes discovered on the subject parcel. However, as aforementioned, staff does not possess the technical expertise to properly analyze or make a determination or recommendation on the accuracy of the "Valley Science Soils Report's" reasoning or its contradictory findings and conclusions to the "Wilson – Order 1 Soil Survey."

Mr. Dougherty reviewed the applicable rules for the underlying remand request. The applicant seeks a goal 4 exception to change his parcel from a Resource land use designation (Forestry) to a Non-resource land use designation (Forest Farm), and a zone change from Forest F-2 (80) zone to the Forest-Farm (F-F (10) zone.

The scope of the hearing is limited to the Two Oregon Administrative Rules that allow for goal exceptions:

Concerning OAR 660-004-0025 "Exception Requirements for Land Physically Developed to Other Uses": In order to approve an exception under the "land physically developed" exception, the County is "required to determine that the property is "physically developed to the extent that it is no longer available" for forestry uses." (See *Dooley et al v. Wasco County*, (LUBA Opinion No. 2019-065, Page 18), ORS 197.732(2)(a)).

Mr. Dougherty said this is what he calls the impossibility standard. It's a binary standard (1 or 0, Yes or No) It's a demanding standard because it requires the applicant demonstrate that the physical development (and only the physical development) on the subject parcel has made resource use no longer available (or impossible).

Concerning OAR 660-004-0028 "Exception Requirements for Land Irrevocably Committed to Other Uses": The Land Use Board of Appeals (LUBA) has provided that the "impracticable" standard "is a demanding one." The focal point of analysis of an "irrevocably committed" exception is the relationship between the "exception area" and adjacent lands; however, the analysis must also consider the activities and availability for resource use on the subject parcel. Most importantly, a request for an "irrevocably committed" exception must provide facts that illustrate "how" uses on adjacent lands and the subject

parcel render resource use on the "exception area" impracticable.

This test is much more nuanced (and grey). Mr. Dougherty reminded the Board that soil data on the subject parcel is only one piece of a broader test where the primary focus must be placed on the relationship between the subject parcel and adjacent lands, with a secondary focus on the subject parcel. It's also vital to understand that the "impracticability" standard is a demanding standard to meet. In this case a variety of facts were reviewed.

Commissioner Hege said there is a tremendous amount of information to absorb, consider and conclude on.

Chair Schwartz suggested that they take each of the two items separately; noting that the Planning Commission was clear that the first item was not a pathway for approval of this request.

Commissioner Hege said that the Planning Commission was not unanimous. Vice-Chair Kramer stated that the Planning Commission was unanimous on the first issue and were split on the second issue. Mr. Dougherty confirmed that there are two items each of which will require a separate motion.

{{{Based on findings of fact and conclusion of law, Chair Schwartz moved to deny this request for a Zone Change, Goal Exception and Comprehensive Plan Amendment under OAR 660-004-0025 Exception Requirements for Land Physically Developed to Other Uses. Commissioner Hege seconded the motion.

DISCUSSION

Commissioner Hege asked if denying on this item does not mean the Board cannot allow an exception on the other item. Mr. Dougherty responded that each is separate and the decision on this item does not have an impact on the decision for the other item.

Land Use Attorney for Wasco County Chris Crean said that he would advise modifying the motion language to remove the word "deny." He suggested that the motion say "finds that the application does not meet the standard."

{{{Chair Schwartz moved to amend her motion by removing "deny" and

adding the language proposed by Mr. Crean. Commissioner Hege seconded the motion which passed unanimously.}}}

Chair Schwartz called for a vote on the amended motion: Based upon the findings of fact and conclusions of law, Chair Schwartz moved to rule that the request for a zone change, goal exception, and comprehensive plan amendment under OAR 660-004-0025 Exception Requirements for Lan Physically Developed to Other Uses does not meet the standards described in said OAR 660-004-0025. The motion passed unanimously.}}

Commissioner Hege said when he looks at this in its entirety; one element strikes him as raising a question. If you look at our zoning in this area, wherever you have resource lands you usually have buffers. Looking at the main transportation corridor it is rural residential. This is the only place where there is no buffer - why is that? We clearly need residential areas in our county.

Commissioner Hege went on to say that the thing that strikes him in resource lands is we are looking for land that can produce product of value to some extent. We talked about the parcel does not have great soils - pretty much all of the soil on this property is not great, if you read the definitions. He said he thinks the one thing that is lost when looking at soils is that there are other components to growing, such as water. It is fairly poor for wildlife suitability but it seems as though it might be better for wildlife than other uses. He said he has watched it for a while and it is really not suitable for resource.

Commissioner Hege went on to say that for exceptions to Rules 3&4 - farm uses, forest products/practices – and the connections between OAR and ORS; Mr. Dougherty has done a great job. Resource use is impractical. He said it is fairly frustrating to him to have a scientist from the same short list refute findings. From a decision standpoint, the first report is from a scientist who was actually on site, took samples and did the testing. That gives the second report less credence. Also comparing to adjacent lands, there is impracticability.

Commissioner Hege said that one thing that Planning Commission discussed was concern about opening the flood gates and setting precedence. Commissioner Hege noted that Mr. Summerfield pointed out that the sheer magnitude of resources that have gone into this suggests that it is too expensive to worry about a large number of applications.

Commissioner Hege stated that the appellants have some points - this potentially has the prospect of adding 2-3 more residences to this site. Fire, water, etc. are concerns; but 2-3 residences is a slim risk. A larger subdivision of 20-30 would be more concerning.

Commissioner Hege said that in OAR 660-004-0028, it talks about irrevocably committed must render resource use impracticable - not impossible, just not practical. He said he thinks the soil suitability makes it impracticable. He said it is also important to note that precipitation is a key element for growing and the natural precipitation in this area is challenging at best and is becoming worse with climate change. Natural precipitation does not allow these to be farmed. There are no water rights on this property and no Ag is available in this area. There is a letter about haying but the production level is limited and the land size does not make it viable.

Commissioner Hege concluded by saying that he understands all sides; this is a tenuous thing that could go either way – however, this is the only parcel on the road that does not have a buffer. He said he believes that it meets the standard for the exception. For the County, he said he does not think there is a lot of impact.

Vice-Chair Kramer said he cannot add much to Commissioner Hege's comments. He said that broadly speaking, out state land use is outdated and needs to be reviewed and revised. We are growing and we will need places to live. Commissioner Hege stated it well and staff has done a great job. It is disappointing that this issue has become neighbor vs neighbor. It is also disappointing that there is another player who has been referenced but is not at the table – Ken Thomas. The attitude that "I can but you can't" is also discouraging.

Chair Schwartz said she appreciates the broad view, but her review is limited to the scope of the remand. She said she feels like the soil surveys are inconclusive with a narrow margin of error, but she accepts the first survey as approved by DLCD and it contains objective data. She stated that it is pretty clear that there is a lot of adjacent land that is residential as well as some that is resource. She stated that the evidence stacks up in favor of a rezone. Staff did a great job of putting out objective and subjective information. At the end of the day, she has taken the information and tried to determine what a reasonable person would do. It is not a black and white decision, but she weighs heavier on the objective data;

both sides made good comments.

Commissioner Hege said he would agree this has been a tough one. He said he appreciates all parties and the energy and time everyone has put in. The Board is doing the best it can.

{{{Concerning OAR 660-004-0028 Exception Requirements for Land Irrevocably Committee to Other Uses, based upon findings of fact and conclusions of law set forth throughout the report, Commissioner Hege moved to approve this request for a Zone Change, Goal Exception, and Comprehensive Plan Amendment under OAR 660-004-0028 Exception Requirements for Land Irrevocably Committed to Other Uses. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Chair Schwartz closed the hearing at 10:54 a.m.

Chair Schwartz called a recess at 10:54 a.m.

The Session resumed at 11:03 a.m.

Agenda Item - NCPHD IGA Amendment

North Central Public Health District Executive Director Shellie Campbell explained that in December, 2021, Gilliam County gave formal notice of separating from the North Central Public Health District. That separation will occur July 1, 2022. This amendment will remove Gilliam County from the IGA, making it just between Sherman and Wasco Counties. This will give the NCPHD Board time to discuss further changes that may be appropriate.

Vice-Chair Kramer asked if County Counsel is comfortable with the amendment. Ms. Kristen Campbell replied that she is.

Commissioner Hege asked if there is an implication for NCPHD going into the next fiscal year. Ms. S. Campbell replied that there is funding they will not receive after the separation and there will be some program elements that will be removed. However, funding through the modernization of public health program will offset the losses.

Chair Schwartz asked if Sherman County has approved the amendment. Ms. S. Campbell responded that it has not yet gone before their Board.

{{{Commissioner Hege moved to approve Amendment 1 to the North Central Public Health District Intergovernmental Agreement. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Executive Session Pursuant to ORS 192.660(2)(h)

At 11:15 a.m. Chair Schwartz recessed from the Regular Session to open an Executive Session pursuant to ORS 192.660(2)(h) to confer with legal counsel. She instructed members of the press to not report on any discussions held in Executive Session except the purpose of the session as described above.

The Regular Session resumed at 11:57 a.m.

Commission Call

Vice Chair Kramer added to his earlier D.C. report saying that they had also had discussions about mental health, the Navigation Center, the Resolution Center and the hospital.

Chair Schwartz said that she attended the lunch with Margie Anderson from Congressman Bentz' staff where they talked about low income housing and mental health issues.

Chair Schwartz adjourned the session at 11:59 a.m.

Summary of Actions

MOTIONS

- To approve the Solutions YES equipment Support Agreement.
- To approve the Form 8 Resolution required for submission of the 2022-2023 CAFFA Grant Application.
- To approve Order 22-010 appointing Anthony Tarnasky to the Wasco County Board of Property Tax Appeals
- To approve the Consent Agenda 3.16.2022 Regular Session Minutes.
- To approve Amendment 1 to the North Central Public Health District Intergovernmental Agreement.
- To rule that the request for a zone change, goal exception, and comprehensive plan amendment under OAR 660-004-0025 Exception Requirements for Lan Physically Developed to Other Uses does not meet the standards described in said OAR 660-004-0025
- To approve this request for a Zone Change, Goal Exception, and

Comprehensive Plan Amendment under OAR 660-004-0028 Exception Requirements for Land Irrevocably Committed to Other Uses. (Remand Hearing for 921-18-000086)

Wasco County
Board of Commissioners
Kathleen B. Schwartz, Commission Chair
Steven D. Kramer, Vice-Chair
Scott C. Hege, County Commissioner



AGENDA ITEM

Elections Modernization Grant

STAFF MEMO

GRANT AGREEMENT

MOTION LANGUAGE



MEMORANDUM

SUBJECT: STATE OF OREGON ELECTION MODERNIZATION GRANT AGREEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LISA GAMBEE, WASCO COUNTY CLERK

DATE: 4/11/2022

BACKGROUND INFORMATION:

The Secretary of State's Election Division recently received funding to assist local election officials with upgrading or adding election infrastructure. Wasco County's grant funding, in the amount of \$82,000, specifies tabulation scanners, mail sorters and elections equipment as needed. Is it not to be used for Automatic Signature Verification or ongoing costs like maintenance or support services.

Funds will be disbursed no later than July 15, 2022, and a report detailing how funds were used must be submitted by June 30, 2023.

I respectfully request the Board approve this request to receive the grant funding.

State of Oregon Election Modernization Grant Agreement

This Grant Agreement (this "Agreement") is entered into by and between the State of Oregon, acting by and through its Secretary of State's Office ("SoS") and Wasco County, a political subdivision of the State of Oregon, hereinafter referred to as "Grantee", each referred to as a "Party" and collectively as the "Parties".

SoS Grant Manager:

Name: Molly Woon

Address: 255 Capitol St NE, Suite 180

Salem, OR, 97310

Phone: 971-375-2640

Email: molly.woon@sos.oregon.gov

Grantee Grant Manager:

Name: Lisa Gambee

Address: 511 Washington, Suite 201

The Dalles, OR 97058

Phone: 541.506.2530

Email: lisag@co.wasco.or.us

1) Authority

Pursuant to Oregon House Bill 5006 (2021), SoS is authorized to enter into this Grant Agreement and provide Grantee funding for the purposes described in this Agreement.

2) Term of Agreement

This Agreement becomes effective when it has been fully executed by the Parties (the "Effective Date"). Unless extended or terminated earlier in accordance with its terms, this Agreement expires July 31, 2023. Agreement termination will not extinguish or prejudice SoS's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

3) Program Activities

Grantee must use the Grant Funds as set forth in Exhibit A (the "Program").

4) Disbursements

4.1) Disbursement Generally

Subject to the availability of sufficient moneys in and from the Funding Source, SoS will disburse Grant Funds to Grantee for the allowable Program activities described in Exhibit A that are undertaken during the Performance Period.

4.2) Disbursement Amount and Method

SoS will disburse \$82,000.00 to Grantee no later than July 15, 2022.

4.3) No Duplicate Payment

Grantee may use other funds in addition to the Grant Funds to complete the Program activities; provided, however, that Grantee may not credit or pay any Grant Funds for Program costs that are paid for with other funds and would result in duplicate funding.

4.4) Compliance Review

By receiving Grant Funds, Grantee agrees to participate in a randomly selected review by SoS of Grantee's use of Grant Funds. If selected, Grantee will be notified and must submit documentation to substantiate any of Grantee's claims for reimbursement that are selected by SoS for review.

5) Representations and Warranties

5.1) Grantee Organization and Authority

Grantee represents and warrants to SoS that:

- a) Grantee is an Oregon County duly organized and validly existing;
- **b)** Grantee has all necessary rights, powers, and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Program;
- c) If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- **d)** There is no proceeding pending or threatened against Grantee before any court of governmental authority that if adversely determined would materially adversely affect the Program or the ability of Grantee to carry out the Program activities.

5.2) False Claims Act

Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Program. Grantee 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 ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 10,if it makes (or causes to be made) a false claim or performs (or causes to be performed) an actprohibited 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 Grantee.

5.3) No Limitation

The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

6) Termination

6.1) Mutual

This Grant may be terminated at any time by mutual written consent of the Parties.

6.2) By SoS

SoS may terminate this Grant as follows:

- a) At SoS's discretion, upon 30 days advance written notice to Grantee;
- **b)** Immediately upon written notice to Grantee, if SoS fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in SoS's reasonable administrative discretion, to perform its obligations under this Agreement;
- c) Immediately upon written notice to Grantee, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that SoS's performance under this Grant is prohibited or SoS is prohibited from funding the Grant from the Funding Source; or
- **d)** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

6.3) By Grantee

Grantee may terminate this Agreement as follows:

- a) Immediately upon written notice to SoS, if Grantee fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to perform its obligations under this Agreement;
- b) Immediately upon written notice to SoS, if applicable laws, rules, regulations, or guidelines are modified or interpreted in such a way that the Program activities contemplated under this Agreement are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Program funding; or
- c) Immediately upon written notice to SoS, if SoS is in default under this Agreement and such default remains uncured 15 days after written notice thereof to SoS.

6.4) Suspension of Activities

Upon receiving a notice of termination of this Agreement, Grantee must immediately cease all activities under this Agreement, unless SoS expressly directs otherwise in such notice.

7) Indemnity & Liability

7.1) Indemnity

Grantee must defend, save, hold harmless, and indemnify the State of Oregon and SoS and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, contractors, subcontractors, or agents under this Agreement (each of the foregoing individually or collectively a "Claim" for purposes of this Section). If legal limitations apply to the

indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, or other available non-appropriated funds.

7.2) Defense

Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its sole discretion and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.

7.3) Limitation

Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Agreement, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

7.4) Insurance

7.4.1) Workers' Compensation

If Grantee employs subject workers, as defined in ORS 656.027, Grantee must comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee must require and ensure each of its contractors and subcontractors complies with these requirements.

7.4.2) Public Body Insurance

Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnityobligations, through (i) the purchase of insurance; (ii) the use of self-insurance or assessments paid under ORS 30.282; or (iii) a combination of any or all of the foregoing.

Governing Law; Jurisdiction

This Agreement is 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 SoS or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and

conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

9) Alternative Dispute Resolution

The Parties will 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. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

10) Default; Remedies

10.1) Grantee Default

Grantee will be in default under this Agreement if:

- a) Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe, or discharge any of its obligations under this Agreement; or
- b) any representation, warranty, or statement made by Grantee in this Agreement, or any documents relied upon by SoS to measure Grantee's use of Grant Funds is untrue in any material respect when made; or

10.2) SoS Default

SoS will be in default under this Agreement if SoS fails to perform its obligations under this Agreement; provided, however, SoS will not be in default if SoS fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the funding source for this Agreement.

10.3) Grantee Remedies

If SoS is in default, Grantee's sole remedy will be, within the limits set forth in this Agreement, disbursement for Allowable Expenses incurred during the term of the Agreement, less any claims SoS has against Grantee.

10.4) SoS Remedies

If Grantee is in default, SoS may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including without limitation, specific performance, or setoff.

11) Miscellaneous

11.1) Conflict of Interest

Grantee by signature to this Agreement declares and certifies the award of the Grant and the Program activities to be funded by this Grant Agreement create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, or employee of Grantee.

11.2) Amendments

The terms of this Agreement may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties.

11.3) Notices

Except as otherwise expressly provided in this Agreement, any notices to be given under this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

11.4) Survival

All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 7, 8, 9, 10.3, 10.4, and this subsection 11.4, and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

11.5) Severability

The Parties agree 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

11.6) Counterparts

This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

11.7) Compliance with Law

In connection with their activities under this Agreement, the Parties must comply with all applicable federal, state, and local laws.

11.8) Intended Beneficiaries

SoS and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons.

11.9) Assignments; Successors

Grantee may not assign or transfer its interest in this Agreement without the prior written consent of SoS and any attempt by Grantee to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. SoS's consent to Grantee's assignment or transfer of its interest in this Agreement will not relieve Grantee of any of its duties or obligations under this Agreement. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

11.10) Records Maintenance and Access

Grantee must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Agreement in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Grantee acknowledges and agrees that the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

11.11) Headings

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

11.12) Agreement Documents

This Agreement consists of the following documents, which are incorporated by this reference and listed in descending order of precedence: (i) this Agreement; and (ii) Exhibit A – Program Activities & Requirements.

11.13) Entire Agreement

This Agreement and all exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party, unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

12) <u>Certifications & Signatures</u>

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Grantee:		
Signature	Kathleen B. Schwartz, Board Chair	Date
State of Oregon	, acting by and through its Secretary of S	State's Office:
Signature	Name, Title	

Exhibit A – Program Activities & Requirements

- 1. Grantee must utilize the Grant Funds on elections equipment and technology needs, to include tabulation scanner(s) and/or mail sorter(s).
- 2. Notwithstanding Exhibit A Section 1 above, Grantee is not permitted to use the Grant funds for the following purposes:
 - Automatic Signature Verification.
 - Ongoing costs, such as (but not limited to) maintenance & support services.
- **3.** Grantee shall ensure that elections equipment and technology purchased with the Grant is compatible with the Oregon Votes System. SoS will provide Grantee with the Oregon Votes specifications upon request.
- **4.** SoS may request a status report on Grantee's use of the funds during the term of this Agreement. Upon such request, Grantee shall respond no later than 60 calendar days. The status report must show how funds are planned to be spent, and should include:
 - planned elections equipment and technology purchase(s);
 - vendor source(s); and
 - amount to be spent by item(s) and/or vendor(s).
- **5.** Grantee shall submit a Final Report to SoS no later than June 30, 2023. The Final Report must include the following:
 - Summary of how the Grant funds were spent; and
 - Purchasing documentation, which includes Quote(s) and/or Purchase Order(s) itemizing what was purchased, vendor name(s), and the unit cost(s).
 - The Elections Division may request additional detail as necessary on use of funds.



MOTION

SUBJECT: Elections Grant Agreement

I move to approve the State of Oregon Election Modernization Grant Agreement #PO-16500-00006599.



AGENDA ITEM

Planning Items

CODES COMPLIANCE PROGRAM UPDATE

PLANNING COMMISSION BYLAWS



PLANNING ITEM

Codes Compliance Program Update

STAFF PRESENTATION

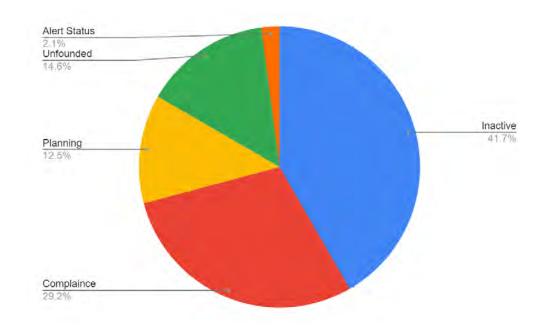
Code Compliance

Update 2022

Closed Cases

43 open cases for both land use and nuisance violations were closed out in February-Spring 2022

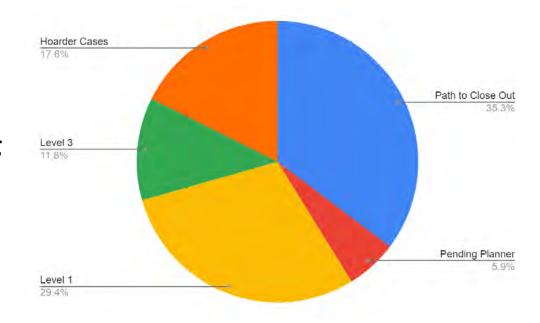
- Cases that self-resolved due to age and compliance in progress on last contact with Code Officer.
- Cases from 2014 or prior that had reached compliance but were never closed out in that era for whatever reason.
- Cases that were closed with follow up contact to verify compliance.



Recategorized by Priority

Of the 50+ open cases, after a deep review to close out cases that were in compliance- moved to categorize open cases by priority level to begin addressing violations.

We classified open cases into priority categories to begin to address open cases accordingly.



Level 3- Nuisance

We have two open level 3 nuisance cases that are in a holding stage while attempts are made to reach a property owner and/ or the property owner is being given time to contact Code Compliance about a nuisance complaint.

The open hoarder cases are level 3 nuisances cases and are not included in this summary. Hoarder cases will be addressed quarterly with contact.

A lot of open cases were nuisance cases that had never been closed out or were so old without contact they were closed out due to age.

Hoarder cases

We are addressing hoarder cases as a level 3 with guidelines in place that will specifically address the special issues of hoarding.

One of the things we are doing is putting information and resources about hoarding on our web site to proactively educate people about this topic, the legal and medical factors that limit our response and what we are trying to do.

We are going to contact hoarder cases, we will provide quarterly follow up and we will offer resources for help= we are not going to move these cases into citation or lien stages based on the fact that this is a recognized protected class.

Pending planner approval to close

We have 4 open cases that are pending planner approval to move into compliance. These are land use cases and at least 2 of these are working with a planner and we are still waiting on 2 to respond to contact.

This closes out a lot of cases that needed to have planner follow through.

Level 1 Land Use

We have 4 open land use cases at level one priority

And because these cases can now receive the attention - level 3 (specifically hoarding violations) were receiving= we have managed to close many of these out, devote more time to contacting people and following up on contacts to resolve.

These cases include septic failure, cases that date from 2012 complaints, and illegal structures are are older cases that require more focused attention to resolve than was previously available to devout to them.

Where we are today

We have 20 open cases and a few verbal complaints are awaiting a formal written complaint to proceed.

We have had one hoarder complaint come in verbally and I was able to direct her to resources to report elder abuse/ and animal abuse that will trigger resource response to that party. This has not become a written complaint to me yet.

We have 3 open hoarder cases that we will begin quarterly contact with shortly.

Staff investigated all past temporary hardships homes and found 100% compliance.

Past approvals for conditional use permits are now being audited for consistency with the conditions of approval. This is part of the training for new regulations in the National Scenic Area requiring follow up.

Staff is evaluating a citations process for cases where there is no voluntary compliance, and researching update to our Nuisance and Abatement Ordinance.



PLANNING ITEM

Planning Commission Bylaws

STAFF MEMO

REVISED BYLAWS - REDLINED

REVISED BYLAWS – CHANGES INCORPORATED

MOTION LANGUAGE



MEMORANDUM

SUBJECT: Planning Commission By Laws Update

TO: BOARD OF COUNTY COMMISSIONERS, COUNTY ADMINISTRATOR

FROM: KELLY HOWSLEY-GLOVER, PLANNING DIRECTOR

DATE: 4/7/2022

The Planning Commission approved an update to their by-laws on April 5, 2022. The main purpose of the update is codify the current practice of rotating the Chair and Vice-Chair throughout the seven member commission year after year. We have also made additions to provide better transparency for what constitutes a quorum and how alternates can fill in for members as needed.

There have been some additional improvements to reference or removing redundant text. Finally, the Planning Commission has proposed to remove a city representative from the PC Selection Committee due to continuity issues.

BYLAWS

WASCO COUNTY PLANNING COMMISSION

Adopted: September 19, 2012; Revised April 20, 2022

WHEREAS, the Wasco County Planning Commission wishes to adopt BYLAWS in order to provide RULES-AND PROCEDURES rules and procedures for its members, meetings and activities. —Therefore, the Wasco County Planning Commission and Board of Commissioners herby adopted the following:

SECTION I – ORGANIZATION OF THE PLANNING COMMISSION

- A. The Wasco County Planning Commission ("Commission") shall be composed of seven members, and may have up to two alternate members ("Alternate"), appointed by the Wasco County Board of Commissioners ("Board").
 - Alternate All members, including Alternates, shall beare expected to attend all meetings and serve in a participatory role.
 - An Alternate member shall serve as a regular member when a regular member is absent.
 - If two Alternates are designated to be on the Commission, one should be designated as the first Alternate and the other designated as the second Alternate.
 - In the event a member of the Commission is absent, the first Alternate would assume a voting role. If two members of the Commission are absent, both Alternates would assume a voting role.
- B. __The ("Commission") shall, at or before its first meeting in each year, elect or install one of its members to serve as Chairperson and another to serve as Vice-Chairperson for one-year terms.

 Nominations for Chairperson and Vice-Chairperson shall be by oral motion, duly made and seconded, placing a name for Commission consideration.___
- B.C. Under normal circumstances, the Vice-Chair Person is anticipated to be the incoming

 Chairperson for the following year, providing the Vice-Chair Person an opportunity to learn the roles and responsibilities of the position as well as an opportunity for all voting members to serve as Chair Person or Vice-Chair Person over the course of their appointment by the Board.
- —D. Members of the Commission shall be appointed by the Board for four-year terms, or until their respective successors are appointed and qualified.
- D.E. New members or Alternates All members of the Commission may receive an evaluation from the Commission Chairperson and Planning Director during or after their initial term.
- F. Any member of the Commission or Alternate who misses three (3) meetings in one year may be asked to resign, or may be removed upon a motion, second, and majority vote by the Commission. —Any vacancy shall be filled by the Board for the unexpired term of the predecessor in the office.

E.	
	Any member of the Commission or Alternate may be removed by the Board for findings of misconduct, nonperformance of duty, or three unexcused absences from regular meetings in one year. —Any vacancy shall be filled by the Board for the unexpired term of the predecessor is the office.
G. <u>H.</u>	Members of the Commission and Alternates shall serve without compensation other than reimbursement for duly authorized expenses.
	Diversity in experience, background, and geography in the county among Commission members is encouraged. —As such, members of the Commission shall be residents of the various geographic areas of Wasco County. —No more than two voting members shall be engaged principally in the buying, selling or developing of real estate for profit, as individuals, or be members of any partnership, or officers or employees of any corporation that is engaged principally in the buying, selling or developing of real estate for profit. —No more than two voting members shall be engaged in the same kind of business, trade or profession.
	Each appointed member shall be heard and vote upon any matter before the Commission, provided however, that no member shall vote or participate in any matter as to which he may be disqualified pursuant to Section V of these rules. —The Chairperson is a voting member of the Commission.
	The Chairperson of the Commission shall be the Presiding Officer at all Planning Commission meetings.
	The Vice-chairperson shall perform the duties of the Chairperson in the absence of the Chairperson and shall have at such times the authority to sign appropriate documents.
<u>⊢M</u>	In the absence of the Chairperson and Vice-Chairperson, the remaining members shall elect a temporary Presiding Officer.
	All decisions of the Chairperson shall be subject to review by a majority of the Commission members present upon motion duly made and seconded. —The motion shall have priority over all other matters.
	A quorum is required for all formal decisions made by the Commission; a quorum is not necessary for the Commission to conduct work sessions, continue agenda items or to talk about discussion items.
	A quorum means that at least four (4) members of the Commission are present. A quorum can be achieved in two ways:
	a A majority of the seven regular appointed members (4 regular appointed members)

Wasco County Planning Commission Bylaws

quorum.

are present, or, when present at any Commission meeting, shall constitute a

b. One or both of the appointed Alternate members are formally recognized by the

Chair to take the place of absent regular members to ensure at least four (4) voting

members are present.

<u>In all instances</u>, one or both Alternates shall be appointed as voting members in the event one or more regular members are absent from a meeting, to ensure a decision has as close to a full Commission vote as possible.

A quorum is not necessary for the Commission to conduct work sessions, continue agendaitems or to talk about discussion items.

- N.P. When a matter is called for a vote, the Chairperson shall, before a vote is taken, state the question before the Commission in general terms, and shall announce the decision of the Commission after such vote.
- Decisions shall be rendered by those planning commissioners present, and the majority vote of those members present shall prevail. —In cases of a tie vote, the decision shall be deemed a denial of the motion before the Commission.
- P.R. A member of the Commission may not vote on minutes for a meeting that a member did not attend. —A member may not vote on a project that has been heard at a series of meetings, where the member has not been present at all meetings where the project was considered. However, a member of the Commission may vote if that member has listened to the tape recording of the meeting(s) from which they were absent.
- The Commission will normally meet at 3 p.m., on the first Tuesday of each month in such location approved by a majority of the Commission. —When such regular meeting date falls upon a legal holiday, the following Tuesday shall be the regular meeting date. The Commission may elect to change the time of the meeting, as appropriate for the hearing to be scheduled.—
- R.T. In addition to the established regular meeting dates, the Commission shall meet or conduct special meetings, at such other times, dates and places as may be deemed appropriate or necessary.
- S.U.A regular meeting shall be cancelled if no business is scheduled for discussion. —The Planning Department shall notify Commission members if a meeting is to be cancelled.

SECTION II - METHOD OF NOMINATION & APPOINTMENT: Members and alternates shall be nominated, appointed or re-appointed according to the following procedures:

- A. Selection of applicants to the Commission shall be accomplished through an open process when there is a vacancy or a reappointment is not recommended, which shall include, at a minimum:
 - 1) Notification to the Wasco County Planning Commission Advisory Committee ("Advisory Committee") by the Planning Director.
 - 2) A public service announcement sent to local media outlets, inviting application by a specified date.

- B. Candidates for membership or alternate position shall submit an application for consideration to the Advisory Committee and Board. —It shall be the responsibility of the Planning Department to advise applicants of the time commitment required of members for the review of staff reports and regular attendance and expectations at meetings. —Applicants shall indicate their ability to meet this commitment prior to consideration of their candidacy.
- C. The Advisory Committee will undertake the process necessary to identify and recommend candidates for the Commission. —The Advisory Committee shall review all applications and forward a recommendation for appointment to the Board.— The Advisory Committee shall be composed of:
 - Commission Chairperson
 - Commission Vice Chairperson
 - Board of County Commissioner or designee
 - Wasco County Planning Director
 - Planning Commissioner appointed by a city's planning commission (e.g., City of The Dalles, Dufur, Mosier).
- D. The Advisory Committee may call any applicant for membership to appear for a personal interview before the Committee. —Interviews shall be held at such time and placed as the Chairperson directs. —The Board may interview any or all applicants prior to making an appointment. —Said appointment shall be made as soon as practicable after the close of the application period.
- E. A member of the Commission whose term is expiring shall be notified 90 days prior by the Planning Department. —If the member desires to be reappointed, the Advisory Committee reserves the right to: 1) conduct an interview; 2) make a recommendation to the Board; and/or 3) require the member to re-apply as provided in the Commission bylaws. —The Board may interview the member before making the reappointment. —Said process shall take place in a practicable timeline and will determine whether the position will be advertised.
- F. Before taking office, each appointed member shall execute the following oath or affirmation:

"I do solemnly swear (or affirm) that I will support the Constitution and laws of the United States and of the State of Oregon, and that I will diligently apply the ordinances of Wasco County, and that I will faithfully discharge the duties of Wasco County Planning Commissioner to which office I have been appointed."

SECTION III - PLANNING COMMISSION STAFF

- A. The Wasco County Planning Director or a member of the Director's staff shall serve as Secretary to the Commission and shall keep an accurate, permanent and complete record of all proceedings before the Commission.
- B. The Planning Director shall be responsible for the preparation of Commission minutes.

- C. Subject to the direction of the Board and the Commission and its Chairperson, the Planning Director and the Director's staff shall perform the following duties:
 - Conduct all correspondence of the Commission, send out all notices required by law or ordinances, attend all meetings and hearings of the Commission, keep the dockets and minutes of the Commission's proceedings, compile all required records, and maintain the necessary files and indexes.
 - 2) Enter into the record the number of appeals or applications, the name of the appellant or applicant, a short description by address and legal description of the premises; the nature of the appeal or application; and the final disposition after the case has been disposed of.
 - 3) Enter in to the record all continuances, postponements, dates of sending notices, and other steps taken or acts done by the Commission or its officers on behalf of the Commission.
 - 4) Record in-to the minutes the decision relating to each case acted on by the Commission, together with the vote of each member of the Commission, those absent or failing to vote being so marked, together with all other actions of the Commission and the full reasons for its decisions.
 - 5) The Planning Director shall not permit any records of the Commission to be removed from the Planning Department's Office without authority of the Chairperson, except that he may produce records and files for inspection upon the request of a court of competent jurisdiction. —Upon request, the public records and writings of the Commission shall be available for examination and copying by any interested person at the Planning Department's Office during the regular office hours thereof, provided that such inspection or copying will not endanger the safety of such public records or writing.
- D. The District Attorney or his deputy Wasco County Legal Counsel shall act as legal advisor to the Commission in the conduct of all hearings.
- E. In addition to the Planning Director and the District Attorney County Counsel, the following officers of the County, or their delegates, shall be considered staff to the Commission: the Roadmaster, the Surveyor, North Central Public Health District employees, the Assessor, and the County Extension Agents. The Commission Chairperson shall recognize members of the staff in all proceedings before the Commission.

SECTION IV - INITIAL HEARING ON PROPOSED ACTIONS

- A. Hearings on proposed actions shall be conducted in compliance with Chapter 2 of the Wasco County Land Use and Development Ordinance or Wasco County National Scenic Area Land Use and Development Ordinance.
- B. To the extent practicable, the Commission shall conduct a hearing upon an application within sixty days of an application being deemed complete and in the order in which the applications are deemed complete by the Planning Department.
- C. In all cases, the Commission shall enter findings based upon evidence in the whole record before it to justify its decision.

- D. No action shall be taken unless a staff report is prepared by the Planning Director and mailed or sent to the members of the Commission at least seven days prior to the hearing.
- E. The action at the public hearing may be to approve the application as submitted, deny the application, or approve the application with conditions deemed necessary to carry out the intent of the Wasco County Comprehensive Plan or Columbia River Gorge National Scenic Area Management Plan. —The hearing may be continued to a date certain upon majority vote of the Commission. —A continuance shall also be granted to any party so requesting if new information regarding the application has been presented by the applicant after the notice of public hearing is sent.
- F. If there is no continuance, the record shall remain open for at least seven days, only if a party so requests.
- G. In all cases, the Chairperson shall state the Commission's decision upon the close of the hearing.
- H. If the application is denied by the Commission or by the Board upon review, no new application for the same request shall be accepted for at least one year from the date of final order on the action.
- I. Conditional approvals shall be limited as follows:
 - 1) Time limitations shall be set by the Commission in which compliance with conditions shall be met.
 - Such conditions shall be conceived to fulfill public needs for protection from potentially adverse effects of the proposed use and public service demands created by the proposed use.
 - 3) Changes or alterations to conditions may be processed as a new application.
- J. The Commission may adjourn any hearing in order to obtain additional information it feels is necessary to make reasonable decision. —Persons previously notified need not be notified of the resumption of said hearing, unless the Commission so orders, if the date and time of the continued hearing is announced at the adjournment of the initial hearing.
- K. The following persons only, if making a appearance of record, are hereby defined as "parties," and shall be entitled, either themselves or through counsel, to a full hearing before the Commission and, upon such participation, to review by the Board and the Courts:
 - 1) The applicant.
 - 2) Those persons entitled to personal notice pursuant to Chapter 2 of either the Wasco County Land Use and Development Ordinance or the Wasco County National Scenic Area Land Use and Development Ordinance.
 - 3)—Other persons that demonstrate to the Commission that the proposed action affects a substantial right of those persons.

4)3)

- L. Appearance of record shall mean either:
 - 1) An oral statement made at the initial hearing on the proposed action. —The statement shall clearly identify the individual and his or her address, and the identity of the person being represented, if applicable; or
 - 2) A written statement submitted prior to the closing of the hearing, signed by the individual making the statement or his or her representative, and clearly indicating how the individual has standing as a party. The statement shall be submitted to the Planning Director, Planning Department staff or to the Commission at the hearing.
- M. A verbatim record of the proceeding shall be made by oral, written, or mechanical means, which record need not be transcribed except upon review of the record.
- N. The Commission Chairperson may set reasonable time limits for oral presentations to the end that parties are encouraged to submit as much evidence as possible in writing prior to the hearing and the Chairperson may exclude or limit cumulative, repetitious or immaterial matter.
- O. All exhibits received shall be marked so as to provide identification upon review. —Such exhibits shall be returned when the period for review has expired, but shall otherwise be preserved by the Planning Director. —Evidence may be received subject to a later ruling as to its admissibility.

SECTION V - CONFLICT OF INTEREST AND EX PARTE CONTACT

- A. A Commission member shall not participate in any proceedings in which any of the following has a direct or substantial financial interest: the member, the member's spouse, brother, sister, child, parent, parent in-law, cousin, niece, nephew, employer or partner in any business of which he or she is then a member or has been a member within the previous two years, or in any business with which he or she is negotiating, or has an arrangement or understanding concerning prospective partnership or employment.
- B. Any actual or potential financial or other interest that would lead to bias or partiality shall be disclosed at the hearing where the action is considered.
- C. Any party to any action may, in relation to an action, challenge the impartiality of any member before or during the hearing on the action.— A challenge must include the facts relied upon by the challenging party, relating to the members alleged bias, prejudgment, or personal interest, or other facts from which the party has concluded that the member cannot participate in the decision in an impartial manner.
- D. In the event of a challenge for bias, the member shall respond in a statement of capacity to participate in the hearing, which shall be part of the record. —The statement shall refer to the challenge and include the reasons why the member wishes to participate or be disqualified. The statement of capacity to hear shall not be subject to cross examination, but shall be subject to rebuttal by the challenging party.

- E. The members of the Commission shall not:
 - 1) Communicate, directly nor indirectly, with any party or his representatives in connection with any issue involved except upon notice and an opportunity for all parties to participate; nor.
 - 2) Take notice of any communication, reports, staff memoranda, or other materials prepared in connection with the particular case unless the parties are afforded an opportunity to contest the material so noticed; nor,
 - 3) Inspect the site with any party or their representative unless all parties are given an opportunity to be, present.
- F. If *ex parte* contact cannot be avoided by a member of the Commission, disclosure of the contact should be made by the member at the opening of the appropriate hearing. —Such disclosure shall be subject to the same rules as for a statement of bias or conflict of interest.
- G. Requests for disqualification based upon bias or *ex parte* contact, pursuant to subsections A through F of this section, shall be considered by the entire Commission present, and be granted upon majority consent (excluding the individual disclosing or challenged concerning bias or *ex parte* contact). —The Commission shall consider the evidence in the record and decide whether the individual can reasonably be expected to render an impartial decision.
- H. In the event a member of the Commission is disqualified, the remaining members shall hear the application.— In the event of no quorum, the application will be rescheduled to a future meeting.

SECTION VI - BURDEN OF PROOF

The burden of proof is placed upon the applicant seeking approval of the proposed action. —Such proof shall show that:

- A. The proposed action complies with applicable statewide planning goals, Oregon Revised Statues and Oregon Administrative Rules, and the Wasco County Comprehensive Plan or Columbia River Gorge National Scenic Area Management Plan.
- B. The proposed action is in accordance with the applicable standards and criteria of the Wasco County Land Use and Development Ordinance or Wasco County National Scenic Area Land Use and Development Ordinance.
- <u>C.</u> Granting the request is in the public interest, and that public interest is best served by granting the request at this time.

SECTION VII - REPEAL & SEVERABILITY

These bylaws repeal and replace all previous versions.				
If any part of these bylaws is for any reason held invalid, such shall not affect the remainder of these bylaws.				
SECTION VII – AMENDMENTS				
Any member of the Board, Commission or Planning Department may propose amendments to the bylaws. —An amendment must be approved by the Board to become effective.				
Adopted this 20th_day of April 2022.				
Wasco County Board of Commissioners				
Kathy Schwartz, Chair				
Ratify Schwartz, Chair				
Steve Kramer, Commissioner				
Scott Hogo Commissioner				
Scott Hege, Commissioner				

Kristen Campbell, County Counsel

BYLAWS

WASCO COUNTY PLANNING COMMISSION

Adopted: September 19, 2012; Revised April 20, 2022

WHEREAS, the Wasco County Planning Commission wishes to adopt BYLAWS in order to provide rules and procedures for its members, meetings and activities. Therefore, the Wasco County Planning Commission and Board of Commissioners herby adopted the following:

SECTION I – ORGANIZATION OF THE PLANNING COMMISSION

- A. The Wasco County Planning Commission ("Commission") shall be composed of seven members, and may have up to two alternate members ("Alternate"), appointed by the Wasco County Board of Commissioners ("Board").
 - All members, including Alternates, are expected to attend all meetings and serve in a participatory role.
 - An Alternate member shall serve as a regular member when a regular member is absent.
 - If two Alternates are designated to be on the Commission, one should be designated as the first Alternate and the other designated as the second Alternate.
 - In the event a member of the Commission is absent, the first Alternate would assume a
 voting role. If two members of the Commission are absent, both Alternates would
 assume a voting role.
- B. The Commission shall, at or before its first meeting in each year, elect or install one of its members to serve as Chairperson and another to serve as Vice-Chairperson for one-year terms. Nominations for Chairperson and Vice-Chairperson shall be by oral motion, duly made and seconded, placing a name for Commission consideration.
- C. Under normal circumstances, the Vice-Chair Person is anticipated to be the incoming Chairperson for the following year, providing the Vice-Chair Person an opportunity to learn the roles and responsibilities of the position as well as an opportunity for all voting members to serve as Chair Person or Vice-Chair Person over the course of their appointment by the Board.
- D. Members of the Commission shall be appointed by the Board for four-year terms.
- E. All members of the Commission may receive an evaluation from the Commission Chairperson and Planning Director during or after their initial term.
- F. Any member of the Commission who misses three (3) meetings in one year may be asked to resign, or may be removed upon a motion, second, and majority vote by the Commission.
- G. Any member of the Commission may be removed by the Board for findings of misconduct, nonperformance of duty, or three unexcused absences from regular meetings in one year.

- H. Members of the Commission shall serve without compensation other than reimbursement for duly authorized expenses.
- I. Diversity in experience, background, and geography in the county among Commission members is encouraged. As such, members of the Commission shall be residents of the various geographic areas of Wasco County. No more than two voting members shall be engaged principally in the buying, selling or developing of real estate for profit, as individuals, or be members of any partnership, or officers or employees of any corporation that is engaged principally in the buying, selling or developing of real estate for profit. No more than two voting members shall be engaged in the same kind of business, trade or profession.
- J. Each appointed member shall be heard and vote upon any matter before the Commission, provided however, that no member shall vote or participate in any matter as to which he may be disqualified pursuant to Section V of these rules. The Chairperson is a voting member of the Commission.
- K. The Chairperson of the Commission shall be the Presiding Officer at all Planning Commission meetings.
- L. The Vice-chairperson shall perform the duties of the Chairperson in the absence of the Chairperson and shall have at such times the authority to sign appropriate documents.
- M. In the absence of the Chairperson and Vice-Chairperson, the remaining members shall elect a temporary Presiding Officer.
- N. All decisions of the Chairperson shall be subject to review by a majority of the Commission members present upon motion duly made and seconded. The motion shall have priority over all other matters.
- O. A quorum is required for all formal decisions made by the Commission; a quorum is not necessary for the Commission to conduct work sessions, continue agenda items or to talk about discussion items.

A quorum means that at least four (4) members of the Commission are present. A quorum can be achieved in two ways:

- a. A majority of the seven regular appointed members (4 regular appointed members) are present, or
- b. One or both of the appointed Alternate members are formally recognized by the Chair to take the place of absent regular members to ensure at least four (4) voting members are present.

In all instances, one or both Alternates shall be appointed as voting members in the event one or more regular members are absent from a meeting, to ensure a decision has as close to a full Commission vote as possible.

P. When a matter is called for a vote, the Chairperson shall, before a vote is taken, state the

- question before the Commission in general terms, and shall announce the decision of the Commission after such vote.
- Q. Decisions shall be rendered by those planning commissioners present, and the majority vote of those members present shall prevail. In cases of a tie vote, the decision shall be deemed a denial of the motion before the Commission.
- R. A member of the Commission may not vote on minutes for a meeting that a member did not attend. A member may not vote on a project that has been heard at a series of meetings, where the member has not been present at all meetings where the project was considered. However, a member of the Commission may vote if that member has listened to the tape recording of the meeting(s) from which they were absent.
- S. The Commission will normally meet at 3 p.m., on the first Tuesday of each month in such location approved by a majority of the Commission. When such regular meeting date falls upon a legal holiday, the following Tuesday shall be the regular meeting date. The Commission may elect to change the time of the meeting, as appropriate for the hearing to be scheduled.
- T. In addition to the established regular meeting dates, the Commission shall meet or conduct special meetings, at such other times, dates and places as may be deemed appropriate or necessary.
- U. A regular meeting shall be cancelled if no business is scheduled for discussion. The Planning Department shall notify Commission members if a meeting is to be cancelled.

SECTION II - METHOD OF NOMINATION & APPOINTMENT: Members and alternates shall be nominated, appointed or re-appointed according to the following procedures:

- A. Selection of applicants to the Commission shall be accomplished through an open process when there is a vacancy or a reappointment is not recommended, which shall include, at a minimum:
 - 1) Notification to the Wasco County Planning Commission Advisory Committee ("Advisory Committee") by the Planning Director.
 - 2) A public service announcement sent to local media outlets, inviting application by a specified date.
- B. Candidates for membership or alternate position shall submit an application for consideration to the Advisory Committee and Board. It shall be the responsibility of the Planning Department to advise applicants of the time commitment required of members for the review of staff reports and regular attendance and expectations at meetings. Applicants shall indicate their ability to meet this commitment prior to consideration of their candidacy.
- C. The Advisory Committee will undertake the process necessary to identify and recommend candidates for the Commission. The Advisory Committee shall review all applications and forward a recommendation for appointment to the Board. The Advisory Committee shall be

composed of:

- Commission Chairperson
- Commission Vice Chairperson
- Board of County Commissioner or designee
- Wasco County Planning Director
- D. The Advisory Committee may call any applicant for membership to appear for a personal interview before the Committee. Interviews shall be held at such time and placed as the Chairperson directs. The Board may interview any or all applicants prior to making an appointment. Said appointment shall be made as soon as practicable after the close of the application period.
- E. A member of the Commission whose term is expiring shall be notified 90 days prior by the Planning Department. If the member desires to be reappointed, the Advisory Committee reserves the right to: 1) conduct an interview; 2) make a recommendation to the Board; and/or 3) require the member to re-apply as provided in the Commission bylaws. The Board may interview the member before making the reappointment. Said process shall take place in a practicable timeline and will determine whether the position will be advertised.
- F. Before taking office, each appointed member shall execute the following oath or affirmation:

"I do solemnly swear (or affirm) that I will support the Constitution and laws of the United States and of the State of Oregon, and that I will diligently apply the ordinances of Wasco County, and that I will faithfully discharge the duties of Wasco County Planning Commissioner to which office I have been appointed."

SECTION III - PLANNING COMMISSION STAFF

- A. The Wasco County Planning Director or a member of the Director's staff shall serve as Secretary to the Commission and shall keep an accurate, permanent and complete record of all proceedings before the Commission.
- B. The Planning Director shall be responsible for the preparation of Commission minutes.
- C. Subject to the direction of the Board and the Commission and its Chairperson, the Planning Director and the Director's staff shall perform the following duties:
 - Conduct all correspondence of the Commission, send out all notices required by law or ordinances, attend all meetings and hearings of the Commission, keep the dockets and minutes of the Commission's proceedings, compile all required records, and maintain the necessary files and indexes.
 - 2) Enter into the record the number of appeals or applications, the name of the appellant or applicant, a short description by address and legal description of the premises; the nature of the appeal or application; and the final disposition after the case has been disposed of.
 - 3) Enter in to the record all continuances, postponements, dates of sending notices, and other steps taken or acts done by the Commission or its officers on behalf of the Commission.

- 4) Record into the minutes the decision relating to each case acted on by the Commission, together with the vote of each member of the Commission, those absent or failing to vote being so marked, together with all other actions of the Commission and the full reasons for its decisions.
- 5) The Planning Director shall not permit any records of the Commission to be removed from the Planning Department's Office without authority of the Chairperson, except that he may produce records and files for inspection upon the request of a court of competent jurisdiction. Upon request, the public records and writings of the Commission shall be available for examination and copying by any interested person at the Planning Department's Office during the regular office hours thereof, provided that such inspection or copying will not endanger the safety of such public records or writing.
- D. The Wasco County Legal Counsel shall act as legal advisor to the Commission in the conduct of all hearings.
- E. In addition to the Planning Director and County Counsel, the following officers of the County, or their delegates, shall be considered staff to the Commission: the Roadmaster, the Surveyor, the Assessor, and the County Extension Agents. The Commission Chairperson shall recognize members of the staff in all proceedings before the Commission.

SECTION IV - INITIAL HEARING ON PROPOSED ACTIONS

- A. Hearings on proposed actions shall be conducted in compliance with Chapter 2 of the Wasco County Land Use and Development Ordinance or Wasco County National Scenic Area Land Use and Development Ordinance.
- B. To the extent practicable, the Commission shall conduct a hearing upon an application within sixty days of an application being deemed complete and in the order in which the applications are deemed complete by the Planning Department.
- C. In all cases, the Commission shall enter findings based upon evidence in the whole record before it to justify its decision.
- D. No action shall be taken unless a staff report is prepared by the Planning Director and mailed or sent to the members of the Commission at least seven days prior to the hearing.
- E. The action at the public hearing may be to approve the application as submitted, deny the application, or approve the application with conditions deemed necessary to carry out the intent of the Wasco County Comprehensive Plan or Columbia River Gorge National Scenic Area Management Plan. The hearing may be continued to a date certain upon majority vote of the Commission. A continuance shall also be granted to any party so requesting if new information regarding the application has been presented by the applicant after the notice of public hearing is sent.
- F. If there is no continuance, the record shall remain open for at least seven days, only if a party so requests.

- G. In all cases, the Chairperson shall state the Commission's decision upon the close of the hearing.
- H. If the application is denied by the Commission or by the Board upon review, no new application for the same request shall be accepted for at least one year from the date of final order on the action.
- I. Conditional approvals shall be limited as follows:
 - 1) Time limitations shall be set by the Commission in which compliance with conditions shall be met.
 - Such conditions shall be conceived to fulfill public needs for protection from potentially adverse effects of the proposed use and public service demands created by the proposed use.
 - 3) Changes or alterations to conditions may be processed as a new application.
- J. The Commission may adjourn any hearing in order to obtain additional information it feels is necessary to make reasonable decision. Persons previously notified need not be notified of the resumption of said hearing, unless the Commission so orders, if the date and time of the continued hearing is announced at the adjournment of the initial hearing.
- K. The following persons only, if making a appearance of record, are hereby defined as "parties," and shall be entitled, either themselves or through counsel, to a full hearing before the Commission and, upon such participation, to review by the Board and the Courts:
 - 1) The applicant.
 - 2) Those persons entitled to personal notice pursuant to Chapter 2 of either the Wasco County Land Use and Development Ordinance or the Wasco County National Scenic Area Land Use and Development Ordinance.
 - 3) Other persons that demonstrate to the Commission that the proposed action affects a substantial right of those persons.
- L. Appearance of record shall mean either:
 - 1) An oral statement made at the initial hearing on the proposed action. The statement shall clearly identify the individual and his or her address, and the identity of the person being represented, if applicable; or
 - 2) A written statement submitted prior to the closing of the hearing, signed by the individual making the statement or his or her representative, and clearly indicating how the individual has standing as a party. The statement shall be submitted to the Planning Director, Planning Department staff or to the Commission at the hearing.
- M. A verbatim record of the proceeding shall be made by oral, written, or mechanical means, which record need not be transcribed except upon review of the record.
- N. The Commission Chairperson may set reasonable time limits for oral presentations to the end that parties are encouraged to submit as much evidence as possible in writing prior to

- the hearing and the Chairperson may exclude or limit cumulative, repetitious or immaterial matter.
- O. All exhibits received shall be marked so as to provide identification upon review. Such exhibits shall be returned when the period for review has expired, but shall otherwise be preserved by the Planning Director. Evidence may be received subject to a later ruling as to its admissibility.

SECTION V - CONFLICT OF INTEREST AND EX PARTE CONTACT

- A. A Commission member shall not participate in any proceedings in which any of the following has a direct or substantial financial interest: the member, the member's spouse, brother, sister, child, parent, parent in-law, cousin, niece, nephew, employer or partner in any business of which he or she is then a member or has been a member within the previous two years, or in any business with which he or she is negotiating, or has an arrangement or understanding concerning prospective partnership or employment.
- B. Any actual or potential financial or other interest that would lead to bias or partiality shall be disclosed at the hearing where the action is considered.
- C. Any party to any action may, in relation to an action, challenge the impartiality of any member before or during the hearing on the action. A challenge must include the facts relied upon by the challenging party, relating to the members alleged bias, prejudgment, or personal interest, or other facts from which the party has concluded that the member cannot participate in the decision in an impartial manner.
- D. In the event of a challenge for bias, the member shall respond in a statement of capacity to participate in the hearing, which shall be part of the record. The statement shall refer to the challenge and include the reasons why the member wishes to participate or be disqualified. The statement of capacity to hear shall not be subject to cross examination, but shall be subject to rebuttal by the challenging party.
- E. The members of the Commission shall not:
 - Communicate, directly nor indirectly, with any party or his representatives in connection
 with any issue involved except upon notice and an opportunity for all parties to participate;
 nor,
 - 2) Take notice of any communication, reports, staff memoranda, or other materials prepared in connection with the particular case unless the parties are afforded an opportunity to contest the material so noticed; nor,
 - 3) Inspect the site with any party or their representative unless all parties are given an opportunity to be, present.
- F. If *ex parte* contact cannot be avoided by a member of the Commission, disclosure of the contact should be made by the member at the opening of the appropriate hearing. Such disclosure shall be subject to the same rules as for a statement of bias or conflict of interest.

- G. Requests for disqualification based upon bias or *ex parte* contact, pursuant to subsections A through F of this section, shall be considered by the entire Commission present, and be granted upon majority consent (excluding the individual disclosing or challenged concerning bias or *ex parte* contact). The Commission shall consider the evidence in the record and decide whether the individual can reasonably be expected to render an impartial decision.
- H. In the event a member of the Commission is disqualified, the remaining members shall hear the application. In the event of no quorum, the application will be rescheduled to a future meeting.

SECTION VI - BURDEN OF PROOF

The burden of proof is placed upon the applicant seeking approval of the proposed action. Such proof shall show that:

- A. The proposed action complies with applicable statewide planning goals, Oregon Revised Statues and Oregon Administrative Rules, and the Wasco County Comprehensive Plan or Columbia River Gorge National Scenic Area Management Plan.
- B. The proposed action is in accordance with the applicable standards and criteria of the Wasco County Land Use and Development Ordinance or Wasco County National Scenic Area Land Use and Development Ordinance.
- C. Granting the request is in the public interest, and that public interest is best served by granting the request at this time.

SECTION VII - REPEAL & SEVERABILITY

These bylaws repeal and replace all previous versions.

If any part of these bylaws is for any reason held invalid, such shall not affect the remainder of these bylaws.

SECTION VII – AMENDMENTS

Any member of the Board, Commission or Planning Department may propose amendments to these bylaws. An amendment must be approved by the Board to become effective.

Adopted this 20th day of April 2022.

Wasco County Board of Commissioners

Kathleen B. Schwartz, Chair	_
Steven D. Kramer, Vice-Chair	_
Scott C. Hege, County Commissioner	_
APPROVED AS TO FORM:	
Kristen Campbell, County Counsel	



MOTION

SUBJECT: Planning Commission Bylaws

I move to approve the revised Wasco County Planning Commission Bylaws as presented by staff and recommended by the Planning Commission.



AGENDA ITEM

Public Works Items

NOXIOUS WEEDS AGREMENT

CONSULTING SERVICES AGREEMENT – BRIDGE DESIGN



PUBLIC WORKS ITEM

Noxious Weeds Agreement

BONNEVILLE POWER NOXIOUS WEEDS AGREMENT

MOTION LANGUAGE

U.S. DEPARTMENT OF ENERGY BONNEVILLE POWER ADMINISTRATION

INTERAGENCY AGREEMENT (IAA) for Non-Federal Government Agencies, Universities and Tribes (BPI 25.2)

1. Project Title	2. IAA No.				
NOXIOUS WEED MANAGEMENT Wasco County 2022-2024	89497				
3. Agreement Start Date	4. Agreement End Date				
01/31/2022	09/30/2024				
5. Bonneville Contracting Officer (Name, Address, Phone, E-mail)	6. Receiving Agency (Name, Address, Phone, E-mail)				
Jay Chong 905 NE 11 th Ave. Portland, OR. 97232 503-230-4007 jxchong@bpa.gov	Wasco County Public Works, Weed & Pest 2705 E 2nd Street. The Dalles, OR. 97058 541-506-2640				
7. Bonneville Contracting Officer's Representative (Name, Address, Phone, E-mail)	8. Receiving Agency Representative (Name, Address, Phone, E-mail)				
Jacob Marti Natural Resource Specialist Office: 541-296-8905 ext.170 jcmarti@bpa.gov	Merle Keys, Wasco County Weed & Pest 2705 E 2nd Street. The Dalles, OR. 97058 541-506-2640 merlek@co.wasco.or.us				
9. Recipient Type					
 □ State-controlled institutions of higher education □ State Government □ Local Government □ Indian Tribal Government 					
10. Servicing Agency's Authority	11. Payment Terms				
Bonneville Project Act (16 U.S.C. § 832)	Net 15				
12. Total Award Value	13. Accounting Data				
\$ 36,000.00 [Line Item Budget is attached to this Agreement]	Bus Unit Dept WO Task DCE TBL TFBV 00261560 01 CSV				
jcmarti@bpa.gov 9. Recipient Type □ State-controlled institutions of higher education □ State Government □ Local Government □ Indian Tribal Government 10. Servicing Agency's Authority Bonneville Project Act (16 U.S.C. § 832) 12. Total Award Value \$ 36,000.00	11. Payment Terms Net 15 13. Accounting Data Bus Unit Dept WO Task DCE				

14. Other Terms & Conditions (if applicable)

Disputes

If a dispute related to funding remains unresolved for more than thirty (30) calendar days after the parties have engaged in an escalation of the dispute, the parties agree to refer the matter to their respective Agency Chief Financial Officers with a recommendation that the parties submit the dispute to the CFO Council Intragovernmental Dispute Resolution Committee for review in accordance with Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, "Agency Reporting Requirements for the Financial Report of the United States Government;" Appendix 10 - Intragovernmental Business Rules, or subsequent guidance.

Payment

- (a) Invoicing/Payment: BPA shall make payments to the Awardee in accordance with the approved Line Item Budget (LIB). The Awardee must submit invoices to BPA on a monthly basis. Invoices shall include the Awardee's name and address, invoice date, agreement number, release number (if applicable), invoice billing period (e.g., July 1, 20XX to June 30, 20XX); and administrative contact to be notified in the event of an improper invoice (name, title, phone number, and email address).
- (b) Supporting Documentation: Supporting documentation shall describe items in reasonable detail (description of products delivered or work performed, price and quantity of item(s) actually delivered or rendered), to allow the COR to confirm items correspond to the LIB and are necessary to perform under the Statement of Work. Documentation shall include charges summarized at the Line Item level as tracked in the Awardee's accounting system: current invoice, amount to date, and balance.
- (c) Proper Invoice: Failure to submit a proper invoice or sufficient supporting documentation may result in a delay in payment including return of the invoice, and a request for a properly amended invoice. Please note that a COR may request any backup documentation at any time to help support an expenditure.
- (d) Reimbursing costs: Costs under this agreement will be reimbursed in accordance with the Cost Principles in 2 C.F.R. §200.

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		1

SCA

SCA Wage Determination No. 2015-5583, Revision No.17 for Wasco County, OR is hereby attached.

15. Statement of Work

[Statement of Work is attached to this Agreement]

16. Receiving Agency	17. Awarded By		
(Signature of Authorized Representative) (Date)	JAY CHONG CONTRACT STATE OF THE CONTRACTING OFFICER) Jay Chong		
(Printed Name)	(Printed Name)		
	Contracting Officer	Cha	
(Title)	(Title)	μ, Ά.	
		Wasco	
		County	
		nty Boar	

ounty Board of Commissioners

STATEMENT OF WORK

NOXIOUS WEED MANAGEMENT

Wasco County, OR

FY 2022 thru FY2024

The Contractor will provide all labor, materials, herbicides, fuel, transportation, and bio-agents to implement noxious weed management activities under their jurisdiction.

Activities will be carried out in an "Integrated Pest Management" approach as outlined by the Section 15, Noxious Weed Act Amendment, of the 1990 Farm Bill.

- 1. The amount of funding will not exceed \$12,000 per year. The Weed Board will determine control methods and sites to be controlled on Bonneville Power Administration (BPA) easements.
- 2. The Control Measures approved for BPA rights-of-way can be a combination of the following measures:
 - A. <u>Educational Methods</u> which create an awareness of undesirable plant species in BPA rights-of-way.
 - B. <u>Prevention Measures</u>, such as inventory, and measures which prevent the spread of weeds.
 - C. <u>Competitive Plantings</u> to replace and/or prevent the establishment of undesirable plants. Areas identified for plantings need to be approved by the COR to ensure cultural review has been complete.
 - D. <u>Cultural Control Methods</u> such as barriers and cultivation.
 - E. <u>Chemical use</u> of herbicides.
 - F. Biological release of agents which feed on or destroy undesirable plants.

- G. <u>Physical control</u> such as hand pulling or cutting of individual plants.
- 3. All herbicide applications will be according to state and local laws. All applicators must be licensed in the state where applications are performed. A copy of the herbicide applicators license must be submitted to BPA before beginning herbicide application. In May 2000, the Bonneville Power Administration (BPA) issued the Final Environmental Impact Statement (FEIS) entitled Transmission System Vegetation Management Program (DOE/EIS-0285) which contains herbicide application and mitigation measures that must be followed by the applicator. The Contractor will follow the enclosed mitigation measures when completing vegetation management projects.
- 4. Records of all control measures must be completed the day the control measures are performed. Records must be according to state law, and location <u>must be identified by BPA line names and structure numbers</u>. All records of control measures will be <u>due within one month of the work being performed</u>.
- 5. BPA will not fund control measures in areas which do not have active noxious weed control programs being performed by landowners, except when required by easement acquisition documents.
- 6. Monitoring will be completed by the Contractor. Monitoring will consist of a field review of areas where BPA has financed control measures, preferably within one month of control actions. Documentation of monitoring will be a short written summary consisting of the identification of the location, species controlled, methods of control used, and a judgment of the effectiveness of control. The Monitoring area will be based on practical management units which have similar habitats, noxious weeds, control methods and/or management.
- 7. Invoices shall be submitted within one month of the work being performed so the COTR or designated inspector can field verify the work has been completed. All invoices must be submitted by September 15th.
- 8. If the Contractor provides herbicides to landowners, the Contractor will have the landowners fill out BPA form 6530.11e and show that they are appropriately licensed to apply that product. The landowner must be provided BPA's herbicide list and given the buffer zones that are part of BPA's requirements. Landowners are also required to follow all herbicide application and mitigation measures described in BPA's 2000 FEIS entitled <u>Transmission System Vegetation Management Program</u>, and must follow the enclosed mitigation measures when completing vegetation management projects.

- 9. The contractor shale treat wood pole structures with a bare ground herbicide to a six foot radius around the poles.
- 10. No herbicide application shall take place within 100 feet of Antelope Creek, Deep Creek, Cottonwood Creek, Bakeoven Creek, Buck Hollow Creek, Deschutes River, Fifteen Mile Creek, Five Mile Creek, Eight Mile Creek, Three Mile Creek, White River, Wapinita Creek, Rice Creek, Beaver Creek, Warm Spring River, Mill Creek, Chenoweth Creek, Rock Creek, Taylor Lake, and The Columbia River to avoid potential impacts to aquatic life listed under the Endangered Species Act (ESA).
- 11. In all other areas, contractors shall follow buffer requirements listed in B.1.3.4 Table 1 (DOE/EIS-0285) for Pesticide & Adjuvant during pesticide applications.
- 12. Land Managers on both Federal and State public lands shall be consulted before work commences.

Schedule of Prices

The contractor shall provide the following in accordance with the Statement of Work. Work will be conducted on an as-needed basis. Annual funding shall not exceed \$12,000.

Item N	O. <u>Description</u>	Quantity	<u>Unit</u>	Unit Price	<u>Amount</u>
1	FY 22 1.31.22-9.30.22 Noxious Weed Control	FY	1	\$12,000	\$12,000
2	FY 23 10.01.22-9.30.23 Noxious Weed Control	FY	1	\$12,000	\$12,000
3	FY 24 10.01.23-9.30.24 Noxious Weed Control	FY	1	\$12,000	\$12,000

5

FISMA Requirements

The data that will be provided to the vendor or the vendor is collecting on BPA's behalf, has a rating of **low** under the FIPS 199 Standards for Security Categorization of Federal Information and Information Systems. This requires the vendor to protect BPA data using the NIST 800-53rev3/4 Security and Privacy Controls for Federal Information Systems and Organizations for a **low** rated system.

The attestation must include that they are protecting BPA information commensurate with NIST 800-53rev3/4; security controls for a low data categorization. If the vendor is using this standard, please provide attestation to NIST 800-53rev3/4.

Many private organizations use ISO-27001:2005/2013 (ISO/IEC 27001:2005/2013 – Information technology – Security techniques – Information security management systems – Requirements). If the vendor is using this standard, please provide attestation to ISO-27001:2005/2013.

Attestations can be in the form of a formal memorandum, letter, or email.



MOTION

SUBJECT: Noxious Weed Agreement

I move to approve the Bonneville Power Administration Interagency Agreement #89497 for Noxious Weed Management.



PUBLIC WORKS ITEM

Consulting Services – Bridge Design

STAFF MEMO

OREGON TRANSPORTATION PROFESSIONALS CONSULTING AGREEMENT

MOTION LANGUAGE



MEMORANDUM

SUBJECT: Consulting Services for Load Limited Bridges

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ARTHUR SMITH

DATE: APRIL 11, 2022

BACKGROUND INFORMATION:

The proposed work is to provide design services and scoping reports to address issues for 15 load-limited bridges in Wasco County. The contract agreement is valued at \$100,000. Under the Wasco County Public Contracting Rules, consultants may be directly appointed without an additional competitive selection process at this funding level. The limits are consistent with those required for ODOT for consultant contracts.

CONSULTING SERVICES CONTRACT

This Contract is by and between the County of Wasco ("County") and Oregon Transportation Professionals, LLC ("Consultant") for the performance of professional design services associated with the Wasco County Weight Limited Bridge Replacement, The Dalles, Oregon (Project).

A. RECITALS

County has the need for the services of a person or entity with particular training ability, knowledge and experience as possessed by Consultant. County has determined that Consultant is qualified and capable of performing the professional services as County requires, under the terms and conditions set forth.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

Exhibit A: Scope of Work & Consultant's Proposal for Services

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to project completion by no later than September 1, 2022 and may be extended for additional periods of time upon mutual agreement of both parties.

2. Scope of Work

Consultant shall provide all services and deliver all materials as specified in the attached Exhibit(s). All services and materials shall be provided by Consultant in accordance with the Exhibit(s) in a competent and professional manner.

3. Compensation

3.1 <u>Payment</u>. Consultant shall complete its scope of work as defined above and in the attached exhibit for not to exceed \$100,000 excepting any approved contingency funding.

3.2 Payments.

- a. County will review Consultant's invoice and within ten (10) days of receipt notify Consultant in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, County shall pay the invoice amount in full within twenty-one (21) days of invoice date. Interest at the rate of one (1%) will be assessed from the date the payment is due until it is received.
- b. Notwithstanding any other provision of this Contract, in the event that Consultant fails to submit any required plans, drawings or specifications when due, or fails to perform or document the performance of contracted services, the County may withhold payments under this Contract. Such withholding of payment for cause shall continue until Consultant submits required plans, drawings or specifications, performs the required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of Consultant.

4. Consultant Is an Independent Contractor

Consultant shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While County reserves the right to set the schedule and evaluate the quality of Consultant's completed work, County cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing work. Consultant is responsible for all federal and state taxes applicable to compensation and payment paid to Consultant under the Contract and will not have any amounts withheld by County to cover Consultant's tax obligations. Consultant is not eligible for any County fringe benefit plans.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by transmitting facsimile machine or email, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission or email shall be followed by a hard copy.

6. Indemnification

Consultant shall indemnify and hold County and its representatives, officers, directors, and employees harmless from any loss or claim made by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from Consultant's negligent performance and/or fault of Consultant, its employees,

representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of County and Consultant, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

Upon a determination of fault rendered by an arbitration panel or court of competent jurisdiction on any claim covered under this section, Consultant shall reimburse County's defense costs to the degree of negligence or other fault attributed to Consultant.

7. Insurance Requirements

- 7.1 During the term of this Contract, Consultant shall maintain, at its own expense, the following types of insurance in the following amounts:
 - a. Comprehensive general liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage:

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$1,000,000 – each occurrence (bodily injury)
$2,000,000 – general aggregate
$1,000,000 – property damage, contractual, etc.
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Coverage shall also include contractual liability coverage for the indemnity provided under this contract.

- b. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$500,000 per occurrence.
- c. Professional Liability insurance covering Consultant's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$1,000,000 per each claim, incident or occurrence for the term of the Project. Such policy will be maintained for the 2 year period upon completion of the Contract and specifically include "tail" coverage for any "claims made" policy.
- d. Automobile liability insurance coverage (owned, not owned, and hired) for bodily injury and property damages: \$1,000,000 each accident.
- 7.2 Insurance coverage shall be maintained for a period of 2 years after completion of this Contract. It shall also include a 2 year "tail" policy for any "claims made" policies made part of this Contract.

- 7.3 Policies shall provide that County, its directors, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 8.1 and a waiver of subrogation against them shall be obtained for all coverages. Note: Not applicable to Errors and Omissions insurance coverage.
- 7.4 All coverages under Section 8.1 shall be primary over any insurance County may carry on its own.
- 7.5 Consultant shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract.
- 7.6 Consultant shall furnish County with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by County, Consultant shall furnish County with executed copies of such policies of insurance. Consultant shall furnish County with at least 30-days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

- 8.1 Consultant, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 8.2 Consultant warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Consultant shall indemnify County for any liability incurred by County as a result of Consultant's breach of the warranty under this paragraph.

9. Hours of Employment

Consultant shall comply with all applicable state and federal laws regarding employment.

10. Assignment/Subcontracting

Consultant shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without County's written consent. In addition to any other provisions County may require, Consultant shall

include in any permitted subcontracts under this Contract a requirement that the subcontractor be bound by this Contract as if subcontractor were Consultant. County's consent to any subcontract under this Contract shall not relieve Consultant of any of its duties or obligations under this Contract. Moreover, approval by the County of a subcontract shall not result in any obligations or liabilities to the County in addition to those set forth in this Contract, including, without limitation, the agreed rates of payment and total consideration. Consultant shall be solely responsible for any and all obligations owing to the subcontractors.

11. Labor and Material

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

12. Ownership of Work and Documents

All work performed by Consultant and compensated by County pursuant to this Contract shall be the property of County upon full compensation for that work performed or document produced to Consultant, and it is agreed by the parties that such documents are works made for hire. Consultant hereby conveys, transfers and grants to County all rights of reproduction and the copyright to all such documents. However, in the event County reuses or modifies any materials furnished to County by Consultant, without Consultant's involvement or consent, then Consultant shall not be responsible for the materials.

If intellectual property rights in the work performed by Consultant are Consultant Intellectual Property, Consultant hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Consultant Intellectual Property, and to authorize others to do the same on County's behalf. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Consultant to transfer and deliver all partially completed work performed by Consultant, reports or documentation that the Consultant has specifically developed or specifically acquired for the performance of this Contract.

13. Termination for Convenience

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, County may terminate all or part of this Contract upon determining that termination is in the best interest of County by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Consultant. Upon termination under this paragraph, Consultant shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and

accepted before termination less previous amounts paid and any claim(s) County has against Consultant. Pursuant to this paragraph, Consultant shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Consultant. County shall not be liable for any costs invoiced later than thirty (30) days after termination unless Consultant can show good cause beyond its control for the delay.

14. Termination for Cause

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

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

15. Termination for Default

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

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

16. Remedies

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

- 16.1 If terminated under paragraph 16 by County due to a breach by Consultant, County may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Consultant shall pay to County the amount of the reasonable excess.
- 16.2 In addition to the above remedies for a breach by Consultant, County also shall be entitled to any other equitable and legal remedies that are available.
- 16.3 If County breaches this Contract, Consultant's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Consultant is entitled.
- 16.4 County shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
- 16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by County, Consultant shall immediately cease all activities related to the services and work under this Contract. As directed by County, Consultant shall, upon termination, deliver to County all then existing work product that, if the Contract had been completed, would be required to be delivered to County.

17. Nondiscrimination

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

18. Compliance with Laws and Regulations

Consultant shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the following:

18.1 Consultant shall make payment promptly, as due, to all persons supplying to the Consultant labor or material for the prosecution of the Work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from Consultant or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school

district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Consultant shall further demonstrate that an employee drug testing program is in place, pursuant to ORS 279C.505.

- 18.2. If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Consultant or a subcontractor by any person in connection with this Contract as the claim becomes due, the County may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Consultant by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve Consultant or Consultant's surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good faith dispute as defined in ORS 279C.580 through 279C.590, if Consultant or any first-tier subcontractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by County, interest shall be due on the claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580 through 279C.590. In accordance with ORS 279C.515, a person with any unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580 through 279C.590.
- 18.3 In accordance with ORS 279C.520, Consultant shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. The laborer shall be paid at least time and a half pay when: (i) overtime is in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; (ii) overtime is in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (iii) work is performed on Saturday and Sunday and legal holidays specified in any applicable collective bargaining agreement or ORS 279C.540. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 219 from receiving overtime.
- 18.4 Consultant shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums which Consultant agrees to pay for the services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for the service. All employers working under this Contract are subject employers that must comply with ORS 656.017, unless exempt under ORS 656.126.

19. Standard of Care

- 19.1 Consultant shall perform all services in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions.
- 19.2 Performance Requirements. In addition to performing all services in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions, Consultant shall perform the Services in accordance with the following requirements:
 - 19.2.1 All plans, drawings, specifications, and other documents prepared by Consultant shall accurately reflect, incorporate and comply with all applicable statutes, rules, regulations, ordinances and other laws which are applicable to the design and construction of the Project, and shall be complete and functional for the purposes intended (except as to any deficiencies which are due to causes beyond the control of Consultant);
 - 19.2.2 All plans, drawings, specifications, and other documents prepared by Consultant pursuant to this Contract shall accurately reflect existing conditions for the scope of the Services to be performed;
 - 19.2.3 The Project, if constructed in accordance with the intent established by such plans, drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended;
 - 19.2.4 The Consultant shall be responsible for any negligent inconsistencies or omissions in the plans, drawings, specifications, and other documents. While Consultant cannot guarantee that the various documents required under this Contract are completely free of all minor human errors and omissions, it shall be the responsibility of Consultant throughout the period of performance under this Contract to use due care and perform with professional competence. Consultant will, at no additional cost to County, correct any and all errors and omissions in the plans, drawings, specifications, and other documents prepared by Consultant. Consultant further agrees to render assistance to County in resolving other problems relating to the design of, or specified materials used in, the Project; and
 - 19.2.5 The County's review or acceptance of documents, or authorization to continue to the next phase of design, bidding process participation, or construction administration, shall not be deemed as approval of the adequacy of the plans, drawings, specifications, or other documents. Any review or acceptance by the County will not relieve Consultant of any responsibility for complying with the standard of care set forth herein. The Consultant is responsible for all services to be performed under this

Contract, and agrees that it will be liable for all its negligent acts, errors, or omissions, if any, relative to the services.

20. Representations and Warranties

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

21. Access to Records

For not less than six (6) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, County, and its duly authorized representatives shall have access to Consultant's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Consultant shall provide full access to these records to County, and its duly authorized representatives in preparation for and during litigation.

22. Governing Law; Jurisdiction; Venue

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

23. Attorney Fees

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

24. Successors and Assigns; Subcontractors and Assignments

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

25. Limitation of Liabilities

County shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

26. Foreign Contractor

If Consultant is not domiciled in or registered to do business in the state of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

27. Confidentiality

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

28. Force Majeure

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

29. Waivers

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

County's consent to or approval of any subsequent act by Consultant, whether or not similar to the act so consented to or approved.

30. Severability

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

31. Headings

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

32. Integration

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

33. Amendments

Changes to the Contract shall be made only by written Amendment. No change in the work or any extra work shall be performed prior to execution of an Amendment by County, signed by the Consultant and County authorizing a change in the work and/or an adjustment in the price, deliverable due dates, substantial completion date, or final completion date. The price included on any Amendment shall be inclusive of all estimated costs, both direct and indirect, relating to the change in work. Further, the Amendment shall provide a detailed basis for substantiating any monetary and/or work changes. If monetary changes are made, the Amendment shall contain a maximum not to exceed amount.

34. Authority

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

35. Certificate of	Compliance	with Orego	on Tax laws
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By executing this Contract, Consultant certifies under penalty of perjury that Consultant is, to the best of Consultant's knowledge, not in violation of any Oregon tax laws described in ORS 305.385(6) and (7).

Consultant - Oregon Transportation Professionals, I	LC	:
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Consultant - Oregon Transportation Professionals, LLC:						
ARON GEISLER Authorized Representative (print) Authorized Representative (sign)						
Wasco County Board of Commissioners: Scott Hege, County Commission Chair						
Steve Kramer, Commissioner Kathy Schwartz, Commissioner						
Approved as to form:						
Legal Counsel for Wasco County						

Exhibit A

Scope of Work

Consultant's Proposal for Services

Wasco County Weight Limited Bridge Replacement

Scope:

Wasco County has 15 county road bridges on the national bridge inventory that have vehicle load limits. The County needs to scope the bridges which will determine the preliminary type of bridge replacement needed and the amount of funding to achieve each replacement project. The Consultant will prepare replacement funding applications for each of the structures.

The list of structures to be evaluated for replacement includes:

- 1. 06564 Mill Creek Road (Mill Creek)
- 2. 06565 Mill Creek Road (Mill Creek)
- 3. 06566 Mill Creek Road (Mill Creek)
- 4. 15702 Emerson Roberts Road (Fifteen Mile Creek)
- 5. 15710 Adkisson Road (Dry Creek)
- 6. 33004 Easton Canyon (Dufur)
- 7. 65C16 Fifteen Mile Road (Fifteen Mile Creek)
- 8. 65C23 Seven Mile Hill (The Dalles)
- 9. 65C34 Old Dufur South (Eight Mile Creek)
- 10. 65C37 Steele Road (Three Mile Creek)
- 11. 65C48 Upper Fivemile (Fivemile Creek)
- 12. 65C58 Lower Tub Springs (Antelope Creek)
- 13. 65C59 Upper Tub Springs (Cold Camp Creek)
- 14. 65C61 Wyss Road (Mosier Creek)
- 15. 65C74 Wilson Road (North Fork Mosier Creek)

Schedule:

Funding applications will be submitted to County for review within 90 calendar days from NTP.

Budget:

\$100,000 for all 15 bridge applications. A contingency budget of \$12,000 reserved for additional funding (such as notification from ODOT of another load limited bridge).



MOTION

SUBJECT: Bridge Design Consulting Services Agreement

I move to approve the Consulting Services Contract with Oregon Transportation Professionals to provide a scope of work and prepare funding applications for 15 load-limited bridges located in Wasco County.



AGENDA ITEM

Emergency Management

HPP GRANT PROGAM REPORT

ASA AGREEMENTS AMENDMENTS



EMERGENCY MANAGEMENT ITEM

Hospital Preparedness Program Grant Closeout

STAFF MEMO



EMERGENCY MANAGEMENT

511 Washington Street, Suite 102 • The Dalles, OR 97058

p: [541] 506-2790 • **f:** [541] 506-2791 • www.co.wasco.or.us

Pioneering pathways to prosperity.

Board of County Commissioners 511 Washington St. Ste 302 The Dalles, OR 97058

Healthcare Coalition COVID-19 Supplemental grant Closeout

Oregon received additional COVID-19 Supplemental funding from the office of the Assistant Secretary for Preparedness and Response (ASPR). Oregon received \$1,386,861.

The purpose of the funding was to support the urgent preparedness and response needs of hospitals, health systems, and health care workers on the front lines of this pandemic; to include emergency medical personnel. This supplement intended to support hospitals and other related health care entities to prepare to identify, isolate, assess, transport, and treat patients with COVID-19 or persons under investigation (PUIs) for COVID-19, and to prepare for future special pathogen disease outbreaks. The allocation for the HCCs is \$1,258,438. The funding base to each HCC region was \$100,000 and the remaining funds were distributed by population. The following are the awards per HCC region.

- Region 1 \$360,625
- Region 2 \$206,501
- Region 3 \$176,115
- Region 5 \$140.606
- Region 6 \$107,445 (Hood River, Wasco, Sherman, Gilliam)
- Region 7 \$143,857
- Region 9 \$123,290

Region 6 was further broken down by County by majority vote from Region 6 Healthcare Coalition. Region 6 amount was divided by three and the remaining third was split between Sherman and Gilliam, due to having a smaller population. Wasco County's portion was \$35,815.

Region 6 Healthcare Coalition (specifically Wasco County partners) voted to utilize funding toward restocking Personal Protection Equipment stockpile, specifically N-95, PAPR, gloves, medical gowns etc. and toward needed equipment to prepare for medical surge.

Items purchased for Capability 3 (Continuity of Health Care Service Delivery; C3.O5 Protect Responders Safety and Health) were:

- Fingertip pulse oximeter
- Fit Testing Kits
- HCC Isolation Gowns
- N-95 Respirators
- Nitrile gloves
- Stethoscope
- Surgical Masks
- Thermometer (no touch)

Total amount expended for Capability 3 was \$25,824.79

Items purchased for Capability 4 (Medical Surge; C4.O1 Plan for Medical Surge) were:

- 5 Bio Medical Devices (CAPR-36 systems) also known as Powered Air Purifying Respirators
- 5 Enhanced Specials Needs Cots

Total amount expended for Capability 4 was \$9,580.37

The remaining funds (\$409.84) was released back to the Oregon Health Authority.

Attached enclosures include the Healthcare Preparedness Program Budget Spreadsheet (Enclosure 1) and Work plan (Enclosure 2) and the Reimbursement Request Invoices.

Very respectfully,

Sheridan McClellan, Emergency Manager Wasco County Emergency Management Email: sheridanm@co.wasco.or.us

Phone: 541-506-2790

(Enclosure 1) Healthcare Preparedness Program Budget Spreadsheet

(Enclosure 2) Work plan

(Enclosure 3) Reimbursement Request invoices

		HEALTHCARE PREPAREDI	NESS	S PROGR	AM - BUI	DGET COV	ID SUPP	2	ГО	regoi	n T	
General Info	ormation: HPP Region:		Region 6			Agreement #		-	- 6	rego	7 T	\mathbf{n}
Ocheral IIII	Awardee				Date:	•	25-Jun-20	9			LLU	
	Address				Date. Duns #:		84415959		-		Au	thority
	City, State and Zip				Dulis #.		04413938	=				
	Budget Preparer Name:				Phone:	541-980-0200		Email:	sheridanm@co	n wasco or us		
	Authorized Signer Name:			-		541-506-2770		Email:	mikem@co.wa			
	HPP COVID SUPP 2 Award Year:	06/01/20-06		-	Filone.	341-300-2110		- Liliali.	IIIKeIII@co.wa	isco.or.us		
Declared Dec		00/01/20-00	3/30/21									
Budget Deta	ails:											
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	CAPABILITIES & O	BJECTIVES		Personal	Travel -	Travel-Out-of-		Supplies	Contracts	Other	Indirect	
	Form defice for Health Over and Madical	1		Services	Instate	State	Equipment	- ''				
Capability 1:	Foundation for Health Care and Medical Readiness	Specific Activity and Use:										TOTALS
04.04	Establish and Operationalize a Health Care											
C1.O1 C1.O2	Coalition Identify Risk and Needs				-		+				1	\$0.00 \$0.00
C1.02	Develop a Health Care Coalition Preparedness						-					\$0.00
C1.O3	Plan											\$0.00
01.00	Train and Prepare the Health Care and Medical											Ψ0.00
C1.O4	Workforce											\$0.00
C1.O5	Ensure Preparedness is Sustainable											\$0.00
		Sul	b-total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capability 2:	Health Care and Medical Response Coordination	Specific Use:										
C2.O1	Develop and Coordinate Health Care Organization and Health Care Coalition Response Plans	,										\$0.00
C2.O2	Utilize Information Sharing Procedures and Platforms											\$0.00
C2.O3	Coordinate Response Strategy, Resources, and Communications											\$0.00
		Sul	b-total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capability 3:	Continuity of Health Care Service Delivery	Specific Use:										
	Identify Essential Functions for Health Care											
C3.O1	Delivery											\$0.00
C3.O2	Plan for Continuity of Operations											\$0.00
	Maintain Access to Non-Personnel Resources											
C3.O3	during an Emergency						ļ					\$0.00
62.04	Develop Strategies to Protect Health Care				1							00.00
C3.O4	Information Systems and Networks	DDE for Medical Drawiders and First Decree desc			1		1	605 045 00	1			\$0.00 \$25,815.00
C3.O5	Protect Responders' Safety and Health Plan for and Coordinate Health Care Evacuation	PPE for Medical Providers and First Responders	s .		 	1	 	\$25,815.00	 	1	 	\$25,815.00
C3.O6	and Relocation											\$0.00

Sub-total:

Sub-total:

Grand Total

Specific Use:

Equipment required for Surge Capability

Please round all budgets to the nearest dollar.

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

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\$35,815.00

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\$0.00

\$0.00

C3.O7

C4.O1 C4.O2

Capability 4: Medical Surge

Coordinate Health Care Delivery System Recovery

Plan for a Medical Surge

Respond to a Medical Surge

C = Capability O = Objective

\$0.00

\$0.00

\$25,815.00

\$10,000.00

\$10,000.00

\$35,815.00

Wasco County HPP COVID-19 Work Plan

PROJECT DETAILS:

Wasco County Emergency Management needs to replenish Region 6 Health Care Coalitions Emergency PPE supply cache for Wasco County agencies that were used for COVID-19 Response, purchase additional PPE and supplies for first responders and equipment needed to prepare for Medical Surge capacity.

CAPABILITY 3: Continuity of Health Care Service Delivery OBJECTIVE C3.05.: Protect Responders's Safety and Health

With the purchase of this PPE, Region 6 Health Care Coalition's Emergency PPE Supply cache in Wasco County will be replenished, in an effort to protect first responders dealing with potentially contagious situations within our County and mutual aid response areas. Each responder will be trained to properly use the equipment that will be provided to them. Having the Emergency PPE cache replenished and proper PPE for our first reponders will help ensure that our responders will be able to continue to respond to calls involving potentially deadly contagion.

CAPABILITY 4: Medical Surge

OBJECTIVE C4.01.: Plan for Medical Surge

With the purchase of this equipment, we will work towards enabling our region to respond to a medical surge event off site when the our Hospital is beyond capacity.

MILESTONES:

Wasco County plans on purchasing the supplies for the Region 6 Healthcare Coaltion members located in Wasco County as soon as the application has been approved. Once the equipment and PPE has been received first responders and hospital staff will be trained on proper wear of PPE and setting up equipment for Medical Surge.

VHDANGUH (CARDDARDIZARDI)NIDNSBARO)GRAM REIMBURSEMENT REQUEST INVOICE

12/23/2020 Invoice Date: 12/23/20/Wasco Invoice Number:

Oregon Health Authority - Public Health Division Bill To:

Jill Snyder, Policy & Finance Coordinator Attention: jill.f.snvder@dhsoha.state.or.us

Phone: 971-673-0714

800 NE Oregon Street, Suite 465B

Portland, OR 97232-2162 FAX: 971-673-1309

Federal ID #:

Agreement #:

165270

Make Payable To:

Region #: Region 6

Wasco County Emergency Management Grantee Legal Name:

Remittance Address: 511 Washington Street, Suite 102 The Dalles, OR 97058 City, State, Zip

Sheridan McClellan Agency-Index-PCA- AObj: Prepared By:

Phone Number: 541-980-0200

sheridanm@co.wasco.or.us Grant period: E-mail Address:

Invoice Period:

HPP COVID SUPP 2: 5/22/20 to 6/30/21 July 1, 2020 - November 19, 2020

Invoice Details/Description:

Expenditure Category	Capability & Objective	Amount of Award	Description of Purchases/Spending *	Spending this Period (\$)
Supplies	C3.O5	\$25,815.00	8/4/20: fingertip pulse oximeter \$652.91 (C3.05)	\$1,802.71
Supplies	C4.O1	\$10,000.00	11/11/20: Fit Testing kits \$445.55 (C3.05)	
			11/19/20: HCC Isolation Gowns \$704.25 (C3.05)	
			arte de la departe de la Reconstant de la Companya	Necesia de especies de la composición
				pakiri kultur kari en ana
add lines as necessary TOTAL GRANT		\$35,815.00	TOTALDUE	\$1,802.71

* Please provide details on Preparedness Training and Exercises on next page.

The expenses reported on the invoice are certified by:

REIMBURSEMENT REQUEST INVOICE Invoice Date: 1/15/2021 Invoice Number: 011521-Wasco Oregon Health Authority - Public Health Division Bill To: Jill Snyder, Policy & Finance Coordinator iill.f.snvder@dhsoha.state.or.us Attention: Phone: 971-673-0714 800 NE Oregon Street, Suite 465B FAX: 971-673-1309 Portland, OR 97232-2162 Make Payable To: Region #: Region 6 Grantee Legal Name: Wasco County Emergency Management 511 Washington Street, Suite 102 Remittance Address: Federal ID #: City, State, Zip. The Dalles, OR 97058 Agreement #: Sheridan McClellan Agency-Index-PCA- AObj: Prepared By: 541-980-0200 Phone Number: E-mail Address: sheridanm@co.wasco.or.us Grant period: HPP COVID SUPP 2: 5/22/20 to 6/30/21 Invoice Period: Dec 24.2020 to January 15, 2021 Invoice Details/Description: Capability & Spending this Amount of Award Description of Purchases/Spending Expenditure Category **Objective** Period (\$) Enhanced special needs cot and cot cart (C4.01) \$25,815.00 Supplies C3.O5 \$1,693,70 Supplies C4.01 \$10,000.00 401 CATEGORY add lines as necessary TOTAL GRANT \$35,815,00 TOTAL DUE \$1.693.70 * Please provide details on Preparedness Training and Exercises on next page.

REIMBURSEMENT REQUEST INVOICE Invoice Date: 6/3/2021 060121-Wasco Invoice Number: Bill To: Oregon Health Authority - Public Health Division Jill Snyder, Policy & Finance Coordinator Attention: iill.f.snvder@dhsoha.state.or.us Phone: 971-673-0714 800 NE Oregon Street, Suite 465B FAX: 971-673-1309 Portland, OR 97232-2162 Make Payable To: Region #: Region 6 Wasco County Emergency Management Grantee Legal Name: 511 Washington Street, Suite 102 Remittance Address: Federal ID #: The Dalles, OR 97058 Agreement #: City, State, Zip 165270 Sheridan McClellan Agency-Index-PCA- AObj: Prepared By: Phone Number: 541-980-0200 sheridanm@co.wasco.or.us Grant period: E-mail Address: HPP COVID SUPP 2: 5/22/20 to 6/30/21 Invoice Period: January 15, 2021 - May 31, 2021 Invoice Details/Description: Capability & Spending this **Expenditure Category** Objective Amount of Award Description of Purchases/Spending Period (\$) Supplies \$25,815.00 N95 Masks, N95 Respirator (c3.05) \$500.10 C3.O5 \$10,000.00 Bio Medical Devices (CAPR-36 system((C4.01) Supplies C4.01 \$7,886.67 add lines as necessarv TOTAL GRANT \$35,815.00 TOTAL DUE \$8,386.7 * Please provide details on Preparedness Training and Exercises on next page.

The expenses reported on the invoice are certified by:

95897465H5C674R4992K8B525R4BH)NIDNN92KC0[CH774V& REIMBURSEMENT REQUEST INVOICE Invoice Date: 7/20/2021 Invoice Number: 061421-Wasco Oregon Health Authority - Public Health Division Bill To: Jill Snyder, Policy & Finance Coordinator jill.f.snyder@dhsoha.state.or.us Attention: Phone: 971-673-0714 800 NE Oregon Street, Suite 465B FAX: 971-673-1309 Portland, OR 97232-2162 Make Payable To: Region #: Region 6 Wasco County Emergency Management Grantee Legal Name: Remittance Address: 511 Washington Street, Suite 102 Federal ID #: The Dalles, OR 97058 City, State, Zip Agreement #: 165270 Sheridan McClellan Agency-Index-PCA- AObj: Prepared By: Phone Number: 541-980-0200 Grant period: E-mail Address: sheridanm@co.wasco.or.us HPP COVID SUPP 2: 5/22/20 to 6/30/21 Invoice Period: 14-Jun-21 Invoice Details/Description: Capability & Spending this Expenditure Category Period (\$) Objective Amount of Award Description of Purchases/Spending * \$25,815.00 N95 Masks, N95 Respirator (c3.05) \$1,854.09 Supplies C3.O5 add lines as necessary TOTAL GRANT TOTAL DUE \$1,854.09 \$25,815.00 * Please provide details on Preparedness Training and Exercises on next page. The expenses reported on the invoice are certified by:

REIMBURSEMENT REQUEST INVOICE 9/30/2021 Invoice Date: 093021-Wasco Invoice Number: Oregon Health Authority - Public Health Division Bill To: Jill Snyder, Policy & Finance Coordinator Attention: jill.f.snyder@dhsoha.state.or.us Phone: 971-673-0714 800 NE Oregon Street, Suite 465B Portland, OR 97232-2162 FAX: 971-673-1309 Make Payable To: Region #: Region 6 Grantee Legal Name: Wasco County Emergency Management 511 Washington Street, Suite 102 Remittance Address: Federal ID #: The Dalles, OR 97058 Agreement #: City, State, Zip 165270 Sheridan McClellan Agency-Index-PCA- AObj: Prepared By: Phone Number: 541-980-0200 E-mail Address: sheridanm@co.wasco.or.us Grant period: HPP COVID SUPP 2: 5/22/20 to 6/30/21 Invoice Period: 12-Aug-21 Invoice Details/Description: Capability & Spending this Objective Amount of Award Description of Purchases/Spending * Expenditure Category Period (\$) \$14,217.86 N95 Masks, N95 Respirator (c3.05) \$14,217,86 C3.O5 Supplies add lines as necessary \$14.217.86 TOTAL DUE TOTAL GRANT \$14,217.86 * Please provide details on Preparedness Training and Exercises on next page.

HEAVENHOARDERREAREDNESSEROORAM REIMBURSEMENT REQUEST INVOICE 10/14/2021 Invoice Date: Invoice Number: 101521-Wasco Oregon Health Authority - Public Health Division Bill To: Jill Snyder, Policy & Finance Coordinator Attention: iill.f.snvder@dhsoha.state.or.us 800 NE Oregon Street, Suite 465B Phone: 971-673-0714 FAX: 971-673-1309 Portland, OR 97232-2162 Make Payable To: Region #: Region 6 Wasco County Emergency Management Grantee Legal Name: Remittance Address: 511 Washington Street, Suite 102 Federal ID #: The Dalles, OR 97058 City, State, Zip Agreement #: Prepared By: Sheridan McClellan Agency-Index-PCA- AObi: 541-980-0200 Phone Number: sheridanm@co.wasco.or.us E-mail Address: Grant period: Invoice Period: 15-Oct-21 HPP COVID SUPP 2: 5/22/20 to 6/30/21 Invoice Details/Description: Capability & Spending this Expenditure Category **Objective** Amount of Award Description of Purchases/Spending * Period (\$) \$14,217.86 gowns, ISO, prem, elstwist, LV3 Supplies C3.O5 \$1,302.50 add lines as necessary TOTAL GRANT \$14.217.86 TOTAL DUE \$1.302.50 * Please provide details on Preparedness Training and Exercises on next page.

REIMBURSEMENT REQUEST INVOICE 11/19/2021 Invoice Date: 101521-Wasco Invoice Number: Oregon Health Authority - Public Health Division Bill To: Jill Snyder, Policy & Finance Coordinator jill.f.snyder@dhsoha.state.or.us Attention: Phone: 971-673-0714 800 NE Oregon Street, Suite 465B Portland, OR 97232-2162 FAX: 971-673-1309 Make Payable To: Region #: Region 6 Wasco County Emergency Management Grantee Legal Name: 511 Washington Street, Suite 102 Remittance Address: Federal ID #: The Dalles, OR 97058 Agreement #: City, State, Zip 165270 Sheridan McClellan Agency-Index-PCA- AObi: Prepared By: Phone Number: 541-980-0200 sheridanm@co.wasco.or.us Grant period: E-mail Address: HPP COVID SUPP 2: 5/22/20 to 6/30/21 Invoice Period: 10-15-21 to 11-19-21 Invoice Details/Description: Capability & Spending this Expenditure Category Objective Amount of Award Period (\$) Description of Purchases/Spending * C3.O5 masks, N95 respirators, gloves \$5,732.53 \$5,732.53 Supplies add lines as necessary \$5.732.53 TOTAL DUE TOTAL GRANT \$5,732,53 * Please provide details on Preparedness Training and Exercises on next page.

HIBATHUH (OAKIBEZKIDEZAKIDE)NIDASEZKO (GRAMI REIMBURSEMENT REQUEST INVOICE Invoice Date: 12/20/2021 121021-Wasco Invoice Number: Bill To: Oregon Health Authority - Public Health Division Jill Snyder, Policy & Finance Coordinator iill.f.snvder@dhsoha.state.or.us Attention: Phone: 971-673-0714 800 NE Oregon Street, Suite 465B FAX: 971-673-1309 Portland, OR 97232-2162 Make Pavable To: Region #: Region 6 Grantee Legal Name: Wasco County Emergency Management Remittance Address: 511 Washington Street, Suite 102 Federal ID #: The Dalles, OR 97058 City, State, Zip Agreement #: 165270 Prepared By: Sheridan McClellan Agency-Index-PCA- AObj: Phone Number: 541-980-0200 Grant period: E-mail Address: sheridanm@co.wasco.or.us HPP COVID SUPP 2: 5/22/20 to 6/30/21 Invoice Period: 10-Dec-21 Invoice Details/Description: Capability & Spending this Expenditure Category Objective Amount of Award Description of Purchases/Spending * Period (S) Supplies C3.O5 \$5,732.53 masks, N95 respirators, gloves \$138.00 add lines as necessarv TOTAL GRANT \$5,732.53 TOTAL DUE \$138.00 * Please provide details on Preparedness Training and Exercises on next page.

REIMBURSEMENT REQUEST INVOICE Invoice Date: 3/17/2022 Invoice Number: 03172022-Wasco Bill To: Oregon Health Authority - Public Health Division Jill Snyder, Policy & Finance Coordinator Attention: iill.f.snyder@dhsoha.state.or.us Phone: 971-673-0714 800 NE Oregon Street, Suite 465B FAX: 971-673-1309 Portland, OR 97232-2162 Make Payable To: Region #: Region 6 Wasco County Emergency Management Grantee Legal Name: Remittance Address: 511 Washington Street, Suite 102 Federal ID #: The Dalles, OR 97058 City, State, Zip Agreement #: 165270 Sheridan McClellan Prepared By: Agency-Index-PCA- AObj: 541-980-0200 Phone Number: E-mail Address: sheridanm@co.wasco.or.us Grant period: HPP COVID SUPP 2: 5/22/20 to 6/30/21 Invoice Period: 15-Mar-22 Invoice Details/Description: Capability & Spending this Expenditure Category Objective Amount of Award Description of Purchases/Spending * Period (S) Supplies C3.O5 \$5.732.53 masks, N95 respirators, gloves \$277.70 add lines as necessary TOTAL GRANT \$5,732.53 TOTAL DUE \$277.70 * Please provide details on Preparedness Training and Exercises on next page.



EMERGENCY MANAGEMENT ITEM

Ambulance Service Area Agreements

STAFF MEMO

ASA 1-8 AGREEMENTS AMENDMENTS #4

MOTION LANGUAGE



EMERGENCY MANAGEMENT

511 Washington Street, Suite 102 . The Dalles, OR 97058

p: [541] 506-2790 • f: [541] 506-2791 • www.co.wasco.or.us

Pioneering pathways to prosperity.

Board of County Commissioners 511 Washington St. Ste 302 The Dalles, OR 97058

Dear Commissioners Hege, Kramer and Schwartz,

Wasco County's existing Ambulance Service Area Ordinance is in need of updating for consistently with the Plan and the Oregon Revised Statutes. We recently received questions from Jefferson County Fire District Legal Counsel concerning the application process. Jefferson County Fire District is in the process of merging with Jefferson County EMS District. Jefferson County Fire District Legal Counsel is asking what Wasco County is requiring of the new District concerning the coverage of Ambulance Service Area (ASA) 5. ASA 5 is currently covered by Jefferson County EMS and covers Antelope and Washington Family Ranch and other citizens in the Southern portion of our county.

The language between the ordinance and the Ambulance Service Area (ASA) Plan concerning the application process is not consistent and the ordinance has outdated references to the Oregon Revised Statues. According to our ASA Plan (Section 8 last paragraph), "In the event there is an enforceable Wasco County Ambulance Service Area Ordinance, then this Wasco County Ambulance Service Area Plan becomes subservient to and stands on that Ordinance as outlined within the elements of the Ordinance".

This has prompted us to prioritize a focus on and amendments to the Ordinance and, if necessary, the Plan. This is underway and is a priority. After conferring with Wasco County Legal Council and County Administrator it is my recommendation that it is in the best interest of the County and Providers to extend the existing contracts until December 31, 2022. After the Amended Ordinance is adopted, we will reopen the application process pursuant to the Amended Ordinance. At that time, the new Assignments will become effective for the customary term.

We will keep the current provider applications until the Ordinance is adopted, at which time I will supplement their applications with any changed or additional information they have sent to me. Thank you for your collaboration during this process.

Very respectfully,

Sheridan McClellan, Emergency Manager Wasco County Emergency Management

FOURTH AMENDMENT TO WASCO COUNTY AMBULANCE SERVICE AREA CONTRACT BETWEEN WASCO COUNTY AND HOOD RIVER FIRE DEPARTMENT TO PROVIDE AMBULANCE SERVICE FOR THE

ASA-1 MOSIER AREA

This Fourth Amendment to Contract is made and entered into this 20th of April 2022, by and between the WASCO COUNTY and HOOD RIVER FIRE DEPARTMENT.

WHEREAS, on January 14, 2009, Wasco County entered into a contract ("Contract") with Hood River Fire Department to provide Advanced Life Support/Basic Life Support Ambulance Service (ALS/BLS) to the Wasco County Ambulance Service Area 1 as outlined and described in the Wasco County Ambulance Service Area Plan;

WHEREAS, on December 11, 2011, the parties to the Contract agreed to and executed a first amendment of the Contract;

WHEREAS, on July 19, 2017, the parties to the Contract entered into a second Amended Contract for the period of June 30, 2012, through December 31, 2017;

WHEREAS, on August 28, 2019, the parties to this contract entered into a third Amended Contract for the period between January 7, 2018 through December 31, 2020;

WHEREAS, Wasco County is in the process of updating and amending the Wasco County Ambulance Service Area Plan and the Ordinance Regulating Ambulance Service in Wasco County;

WHEREAS, the parties agree to renew the Contract retroactive to January 1, 2020; and,

WHEREAS, the Wasco County Board of Commissioners finds, and the parties agree, that it is necessary to extend the term of the renewed Contract through December 31, 2022, in order to allow adequate time for the adoption of the updated and amended Wasco County Ambulance Service Area Plan and the Ordinance Regulating Ambulance Service in Wasco County.

NOW THEREFORE, the parties agree as follows:

- 1. The recitals stated above are true and correct, and are incorporated into this Fourth Amendment.
- 2. The Contract, as amended, is further amended and renewed as of January 1, 2020, and all of its provisions shall be deemed to have been in effect continuously since that date.

- 3. The Contract, as amended, shall remain in effect through December 31, 2022, unless either party elects to terminate the Contract upon providing sixty (60) days written notice to the other party.
- 4. Wasco County reserves the right to discontinue, suspend or cancel the Contract, as amended, at any time according to the conditions outlined in the Ordinance and ASA Plan for non-compliance or maintaining level of care.
- 5. This Fourth Amendment to Contract, when signed by both the Wasco County Board of Commissioners and the duly authorized officer of the Hood River Fire Department, shall be considered as a binding Contract under the conditions outlined above, and as provided in the Wasco County Ambulance Service Area Plan, as amended from time to time.

IT IS SO AGREED by the parties as evidenced by the following execution of this contract: Dated this 20th day of April 2022.

WASCO COUNTY BOARD OF COMMISSIONERS	HOOD RIVER FIRE DEPARTMENT
Kathleen B. Schwartz, Commission Chair	By:
Steven D. Kramer, Commission Vice-Chair	Title: Date:
Scott C. Hege, County Commissioner	
APPROVED AS TO FORM:	
Kristen Campbell, Wasco County Counsel	

FOURTH AMENDMENT TO WASCO COUNTY AMBULANCE SERVICE AREA CONTRACT BETWEEN WASCO COUNTY AND MID-COLUMBIA FIRE AND RESCUE TO PROVIDE AMBULANCE SERVICE FOR THE ASA-2 THE DALLES AREA

This Fourth Amendment to Contract is made and entered into this 20th day of April 2022, by and between the WASCO COUNTY and MID-COLUMBIA FIRE AND RESCUE.

WHEREAS, on January 14, 2009, Wasco County entered into a contract ("Contract") with Mid-Columbia Fire and Rescue to provide Advanced Life Support/Basic Life Support Ambulance Service (ALS/BLS) to the Wasco County Ambulance Service Area 2 as outlined and described in the Wasco County Ambulance Service Area Plan;

WHEREAS, on December 11, 2011, the parties to the Contract agreed to and executed a first amendment of the Contract;

WHEREAS, on July 19, 2017, the parties to the Contract entered into a second Amended Contract for the period of June 30, 2012, through December 31, 2017;

WHEREAS, on August 28, 2019, the parties to this contract entered into a third Amended Contract for the period between January 7, 2018 through December 31, 2020;

WHEREAS, Wasco County is in the process of updating and amending the Wasco County Ambulance Service Area Plan and the Ordinance Regulating Ambulance Service in Wasco County;

WHEREAS, the parties agree to renew the Contract retroactive to January 1, 2020; and,

WHEREAS, the Wasco County Board of Commissioners finds, and the parties agree, that it is necessary to extend the term of the renewed Contract through December 31, 2022, in order to allow adequate time for the adoption of the updated and amended Wasco County Ambulance Service Area Plan and the Ordinance Regulating Ambulance Service in Wasco County.

NOW THEREFORE, the parties agree as follows:

- 1. The recitals stated above are true and correct, and are incorporated into this Fourth Amendment.
- 2. The Contract, as amended, is further amended and renewed as of January 1, 2020, and all of its provisions shall be deemed to have been in effect continuously since that date.

- 3. The Contract, as amended, shall remain in effect through December 31, 2022, unless either party elects to terminate the Contract upon providing sixty (60) days written notice to the other party.
- 4. Wasco County reserves the right to discontinue, suspend or cancel the Contract, as amended, at any time according to the conditions outlined in the Ordnance and ASA Plan for non-compliance or maintaining level of care.
- 5. This Fourth Amendment to Contract when signed by both the Wasco County Board of Commissioners and the duly authorized officer of Mid-Columbia Fire and Rescue shall be considered as a binding Contract under the conditions outlined above, and as provided in the Wasco County Ambulance Service Area Plan, as amended from time to time.

IT IS SO AGREED by the parties as evidence by the following execution of this contract:

Dated this 20th day of April 2022.

WASCO COUNTY	MID COLUMBIA FIRE & RESCUE
BOARD OF COMMISSIONERS	
Kathleen B. Schwartz, Commission Chair	By:
	Title:
Steven D. Kramer, Commission Vice-Chair	Date:
Scott C. Hege, County Commissioner	
APPROVED AS TO FORM:	
Kristen Campbell, Wasco County Counsel	

FOURTH AMENDMENT TO WASCO COUNTY AMBULANCE SERVICE AREA CONTRACT BETWEEN WASCO COUNTY AND DUFUR VOLUNTEER FIRE AND AMBULANCE TO PROVIDE AMBULANCE SERVICE FOR THE ASA-3 DUFUR AREA

This Fourth Amendment to Contract is made and entered into this 20th day of April 2022, by and between the WASCO COUNTY and DUFUR VOLUNTEER FIRE AND AMBULANCE.

WHEREAS, on January 14, 2009, Wasco County entered into a contract ("Contract") with Dufur Volunteer Fire and Ambulance to provide Advanced Life Support/Basic Life Support Ambulance Service (ALS/BLS) to the Wasco County Ambulance Service Area 3 as outlined and described in the Wasco County Ambulance Service Area Plan;

WHEREAS, on December 11, 2011, the parties to the Contract agreed to and executed a first amendment of the Contract;

WHEREAS, on July 19, 2017, the parties to the Contract entered into a second Amended Contract for the period of June 30, 2012, through December 31, 2017;

WHEREAS, on August 28, 2019, the parties to this contract entered into a third Amended Contract for the period between January 7, 2018 through December 31, 2020;

WHEREAS, Wasco County is in the process of updating and amending the Wasco County Ambulance Service Area Plan and the Ordinance Regulating Ambulance Service in Wasco County;

WHEREAS, the parties agree to renew the Contract retroactive to January 1, 2020; and,

WHEREAS, the Wasco County Board of Commissioners finds, and the parties agree, that it is necessary to extend the term of the renewed Contract through December 31, 2022, in order to allow adequate time for the adoption of the updated and amended Wasco County Ambulance Service Area Plan and the Ordinance Regulating Ambulance Service in Wasco County.

NOW THEREFORE, the parties agree as follows:

- 1. The recitals stated above are true and correct, and are incorporated into this Fourth Amendment.
- 2. The Contract, as amended, is further amended and renewed as of January 1, 2020, and all of its provisions shall be deemed to have been in effect continuously since that date.

- 3. The Contract, as amended, shall remain in effect through December 31, 2022, unless either party elects to terminate the Contract upon providing sixty (60) days written notice to the other party.
- 4. Wasco County reserves the right to discontinue, suspend or cancel the Contract, as amended, at any time according to the conditions outlined in the Ordnance and ASA Plan for non-compliance or maintaining level of care.
- 5. This Fourth Amendment to Contract when signed by both the Wasco County Board of Commissioners and the duly authorized officer of Dufur Volunteer Fire and Ambulance shall be considered as a binding Contract under the conditions outlined above, and as provided in the Wasco County Ambulance Service Area Plan, as amended from time to time.

IT IS SO AGREED by the parties as evidenced by the following execution of this contract:

Dated this 20th day of April 2022.

WASCO COUNTY BOARD OF COMMISSIONERS	DUFUR VOLUNTEER FIRE AND AMBULANCE
Kathleen B. Schwartz, Commission Chair	
Steven D. Kramer, Commission Vice-Chair	By:
Scott C. Hege, County Commissioner	
APROVED AS TO FORM:	
Kristen Campbell, County Counsel	

FOURTH AMENDMENT TO WASCO COUNTY AMBULANCE SERVICE AREA CONTRACT BETWEEN WASCO COUNTY AND SOUTHERN WASCO COUNTY AMBULANCE SERVICE, INC. TO PROVIDE AMBULANCE SERVICE FOR THE ASA-4 MAUPIN AREA and ASA-7 SOUTHWEST COUNTY AREA

This Fourth Amendment to Contract is made and entered into this 20th day of April 2022, by and between the WASCO COUNTY and SOUTHERN WASCO COUNTY AMBULANCE SERVICE, INC.

WHEREAS, on December 14, 2009, Wasco County entered into a contract ("Contract") with Southern Wasco County Ambulance Service, Inc. to provide Advanced Life Support/Basic Life Support Ambulance Service (ALS/BLS) to the Wasco County Ambulance Service Area 4 (ASA-4 Maupin Area) and Service Area 7 (ASA-7 Southwest County Area) as outlined and described in the Wasco County Ambulance Service Area Plan;

WHEREAS, on December 11, 2011, the parties to the Contract agreed to and executed a first amendment of the Contract;

WHEREAS, on July 19, 2017, the parties to the Contract entered into a second Amended Contract for the period of June 30, 2012, through December 31, 2017;

WHEREAS, on August 28, 2019, the parties to this contract entered into a third Amended Contract for the period between January 7, 2018 through December 31, 2020;

WHEREAS, Wasco County is in the process of updating and amending the Wasco County Ambulance Service Area Plan and the Ordinance Regulating Ambulance Service, Inc. in Wasco County;

WHEREAS, the parties agree to renew the Contract retroactive to January 1, 2020; and,

WHEREAS, the parties Wasco County Board of Commissioners finds, and the patties agree, that it is necessary to extend the term of the renewed Contract through December 31, 2022, in order to allow adequate time for the adoption of the updated and amended Wasco County Ambulance Service Area Plan and the Ordinance Regulating Ambulance Service in Wasco County.

NOW THEREFORE, the parties agree as follows:

1. The recitals state above are true and correct, and are incorporated into this Fourth Amendment.

- 2. The Contract, as amended, is further amended and renewed as of January 1, 2020, and all of its provisions shall be deemed to have been in effect continuously since that date.
- 3. The Contract, as amended, shall remain in effect through December 31, 2022, unless either party elects to terminate the Contract upon providing sixty (60) days written notice to the other party.
- 4. Wasco County reserves the right to discontinue, suspend or cancel the Contract, as amended, at any time according to the conditions outlined in the Ordnance and ASA Plan for non-compliance or maintaining level of care.
- 5. This Fourth Amendment to Contract when signed by both the Wasco County Board of Commissioners and the duly authorized officer of the Southern Wasco County Ambulance Service, Inc. shall be considered as a binding Contract under the conditions outlined above, and as provided in the Wasco County Ambulance Service Area Plan, as amended from time to time.

IT IS SO AGREED by the parties as evidenced by the following execution of this contract:

Dated this 20th day of April 2022.

WASCO COUNTY	SOUTHERN WASCO COUNTY
BOARD OF COMMISSIONERS	AMBULANCE SERVICE, INC
Kathleen B. Schwartz, Commission Chair	
	By:
Steven D. Kramer, Commission Vice-Chair	Title:
	Date:
Scott C. Hege, County Commissioner	
APPROVAL AS TO FORM:	
Kristen Campbell, Wasco County Counsel	

FOURTH AMENDMENT TO WASCO COUNTY AMBULANCE SERVICE AREA CONTRACT BETWEEN WASCO COUNTY AND JEFFERSON COUNTY EMERGENCY MEDICAL SERVICES DISTRICT TO PROVIDE AMBULANCE SERVICE FOR THE ASA-5 SOUTH COUNTY AREA

This Fourth Amendment to Contract is made and entered into this 20th day of April 2022, by and between the WASCO COUNTY and JEFFERSON COUNTY EMERGENCY MEDICAL SERVICES DISTRICT.

WHEREAS, on January 14, 2009, Wasco County entered into a contract ("Contract") with Jefferson County Emergency Medical Services District to provide Advanced Life Support/Basic Life Support Ambulance Service (ALS/BLS) to the Wasco County Ambulance Service Area 5 as outlined and described in the Wasco County Ambulance Service Area Plan;

WHEREAS, on December 11, 2011, the parties to the Contract agreed to and executed a first amendment of the Contract;

WHEREAS, on July 19, 2017, the parties to the Contract entered into a second Amended Contract for the period of June 30, 2012, through December 31, 2017;

WHEREAS, on August 28, 2019, the parties to this contract entered into a third Amended Contract for the period between January 7, 2018 through December 31, 2020;

WHEREAS, Wasco County is in the process of updating and amending the Wasco County Ambulance Service Area Plan and the Ordinance Regulating Ambulance Service in Wasco County;

WHEREAS, the parties agree to renew the Contract retroactive to Janualy 1, 2020; and,

WHEREAS, the Wasco County Board of Commissioners finds, and the parties agree, that it is necessary to extend the term of the renewed Contract through December 31, 2022, in order to allow adequate time for the adoption of the updated and amended Wasco County Ambulance Service Area Plan and the Ordinance Regulating Ambulance Service in Wasco County.

NOW THEREFORE, the parties agree as follows:

- 1. The recitals stated above are true and correct and are incorporated into this Fourth Amendment.
- 2. The Contract, as amended, is further amended and renewed as of January 1, 2020, and all of its provisions shall be deemed to have been in effect continuously since that date.

- 3. The Contract, as amended, shall remain in effect through December 31, 2022, unless either party elects to terminate the Contract upon providing sixty (60) days written notice to the other party.
- 4. Wasco County reserves the right to discontinue, suspend or cancel the Contract, as amended, at any time according to the conditions outlined in the Ordnance and ASA Plan for non-compliance or maintaining level of care.
- 5. This Fourth Amendment to Contract when signed by both the Wasco County Board of Commissioners and the duly authorized officer of Jefferson County Emergency Medical Services District shall be considered as a binding Contract under the conditions outlined above, and as provided in the Wasco County Ambulance Service Area Plan, as amended from time to time.

IT IS SO AGREED by the parties as evidenced by the following execution of this contract:

Dated this 20th day of April 2022.

WASCO COUNTY	JEFFERSON COUNTY EMERGENCY
BOARD OF COMMISSIONERS	MEDICAL SERVICES DISTRICT
Kathleen B. Schwartz, Commission Chair	
	By:
Steven D. Kramer, Commission Vice-Chair	Title:
Scott C. Hege, County Commissioner	
APROVED AS TO FORM:	
Kristen Campbell, County Counsel	

FOURTH AMENDMENT TO WASCO COUNTY AMBULANCE SERVICE AREA CONTRACT BETWEEN WASCO COUNTY AND CITY OF FOSSIL VOLUNTEER AMBULANCE TO PROVIDE AMBULANCE SERVICE FOR THE ASA-6 JOHN DAY RECREATION AREA

This Fourth Amendment to Contract is made and entered into this 20th day of April 2022, by and between the WASCO COUNTY and CITY OF FOSSIL VOLUNTEER AMBULANCE.

WHEREAS, on January 14, 2009, Wasco County entered into a contract ("Contract") with City of Fossil Volunteer Ambulance to provide Advanced Life Support/Basic Life Support Ambulance Service (ALS/BLS) to the Wasco County Ambulance Service Area 6 as outlined and described in the Wasco County Ambulance Service Area Plan;

WHEREAS, on December 11, 2011, the parties to the Contract agreed to and executed a first amendment of the Contract;

WHEREAS, on July 19, 2017, the parties to the Contract entered into a second Amended Contract for the period of June 30, 2012, through December 31, 2017;

WHEREAS, on August 28, 2019, the parties to this contract entered into a third Amended Contract for the period between January 7, 2018 through December 31, 2020;

WHEREAS, Wasco County is in the process of updating and amending the Wasco County Ambulance Service Area Plan and the Ordinance Regulating Ambulance Service in Wasco County;

WHEREAS, the parties agree to renew the Contract retroactive to January 1, 2020; and,

WHEREAS, the Wasco County Board of Commissioners finds, and the parties agree, that it is necessary to extend the term of the renewed Contract through December 31, 2022, in order to allow adequate time for the adoption of the updated and amended Wasco County Ambulance Service Area Plan and the Ordinance Regulating Ambulance Service in Wasco County.

NOW THEREFORE, the parties agree as follows:

- 1. The recitals stated above are true and correct and are incorporated into this Fourth Amendment.
- 2. The Contract, as amended, is further amended and renewed as of January 1, 2020, and all of its provisions shall be deemed to have been in effect continuously since that date.

- 3. The Contract, as amended, shall remain in effect through December 31, 2022, unless either party elects to terminate the Contract upon providing sixty (60) days written notice to the other party.
- 4. Wasco County reserves the right to discontinue, suspend or cancel the Contract, as amended, at any time according to the conditions outlined in the Ordnance and ASA Plan for non-compliance or maintaining level of care.
- 5. This Fourth Amendment to Contract when signed by both the Wasco County Board of Commissioners and the duly authorized officer of City of Fossil Volunteer Ambulance shall be considered as a binding Contract under the conditions outlined above, and as provided in the Wasco County Ambulance Service Area Plan, as amended from time to time.

IT IS SO AGREED by the parties as evidenced by the following execution of this contract:

WASCO COUNTY
BOARD OF COMMISSIONERS

Kathleen B. Schwartz, Commission Chair

By:

Steven D. Kramer, Commission Vice-Chair

Title:

Scott C. Hege, County Commissioner

APROVED AS TO FORM:

Kristen Campbell, County Counsel

Dated this 20th day of April 2022.

FOURTH AMENDMENT TO WASCO COUNTY AMBULANCE SERVICE AREA CONTRACT BETWEEN WASCO COUNTY AND WAMIC RURAL FIRE PROTECTION DISTRICT TO PROVIDE AMBULANCE SERVICE FOR THE ASA-8 WAMIC/PINE HOLLOW AREA

This Fourth Amendment to Contract is made and entered into this 20th day of April 2022, by and between the WASCO COUNTY and WAMIC RURAL FIRE PROTECTION DISTRICT.

WHEREAS, on July 21, 2010, Wasco County entered into a contract ("Contract") with Wamic Rural Fire Protection District to provide Advanced Life Support/Basic Life Support Ambulance Service (ALS/BLS) to the Wasco County Ambulance Service Area 8 as outlined and described in the Wasco County Ambulance Service Area Plan;

WHEREAS, on December 11, 2011, the parties to the Contract agreed to and executed a first amendment of the Contract;

WHEREAS, on July 19, 2017, the parties to the Contract entered into a second Amended Contract for the period of June 30, 2012, through December 31, 2017;

WHEREAS, on August 28, 2019, the parties to this contract entered into a third Amended Contract for the period between January 7, 2018 through December 31, 2020;

WHEREAS, Wasco County is in the process of updating and amending the Wasco County Ambulance Service Area Plan and the Ordinance Regulating Ambulance Service in Wasco County;

WHEREAS, the parties agree to renew the Contract retroactive to January 1, 2020; and,

WHEREAS, the Wasco County Board of Commissioners finds, and the parties agree, that it is necessary to extend the term of the renewed Contract through December 31, 2022, in order to allow adequate time for the adoption of the updated and amended Wasco County Ambulance Service Area Plan and the Ordinance Regulating Ambulance Service in Wasco County.

NOW THEREFORE, the parties agree as follows:

- 1. The recitals stated above are true and correct and are incorporated into this Fourth Amendment.
- 2. The Contract, as amended, is further amended and renewed as of January 1, 2020, and all of its provisions shall be deemed to have been in effect continuously since that date.

- 3. The Contract, as amended, shall remain in effect through December 31, 2022, unless either party elects to terminate the Contract upon providing sixty (60) days written notice to the other party.
- 4. Wasco County reserves the right to discontinue, suspend or cancel the Contract, as amended, at any time according to the conditions outlined in the Ordnance and ASA Plan for non-compliance or maintaining level of care.
- 5. This Fourth Amendment to Contract when signed by both the Wasco County Board of Commissioners and the duly authorized officer of the Wamic Rural Fire Protection District shall be considered as a binding Contract under the conditions outlined above, and as provided in the Wasco County Ambulance Service Area Plan, as amended from time to time.

IT IS SO AGREED by the parties as evidenced by the following execution of this Contract:

WASCO COUNTY
BOARD OF COMMISSIONERS

WAMIC RURAL FIRE PROTECTION
DISTRICT

By:______

Steven D. Kramer, Commission Vice-Chair

Scott C. Hege, County Commissioner

APROVED AS TO FORM:

Kristen Campbell, County Counsel

Dated this 20th day of April 2022.



MOTION

SUBJECT: Ambulance Service Area Amendments #4

I move to approve the 4^{th} Amendments to the Ambulance Service Area Contracts for Areas 1 through 8.



AGENDA ITEM

Community Outreach Programs Update

NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO AGENDA



AGENDA ITEM

Powder Pure Resolution

STAFF MEMO

APPLICANT PRESENTATION

RESOLUTION 22-002

MOTION LANGUAGE



MEMORANDUM

SUBJECT: ADJUSTING MINIMUM EMPLOYMENT LEVEL REQUIREMENT PURSUANT TO SECTIONS 2 AND 3 OF HB 2343 (2021) FOR POWDERPURE

TO: BOARD OF COUNTY COMMISSIONERS AND THE DALLES CITY COUNCIL

FROM: MATTHEW KLEBES, ENTERPRISE ZONE MANAGER WITHIN THE DALLES

DATE: 4/12/22

BACKGROUND INFORMATION:

As we all know, businesses throughout Oregon have been severely impacted by the COVID-19 pandemic. Public health safety measures, remote work, supply line issues, reductions in sales, and filling open positions, among other challenges, have all placed a strain on employers. Recognizing these challenges, the Oregon Legislative Assembly enrolled HB 2343 (2021) with an effective date of September 25, 2021. HB 2343 allows sponsors of an Enterprise Zone to waive certain requirements of an agreement in order to allow the business to otherwise remain eligible.

Powderpure, also called Columbia Phyto Technology, entered an Enterprise Zone Agreement in 2017 to cover expanding its existing operations. As part of the expansion, Powderpure enlarged the building and purchased and installed an additional production line. Its abatement began in 2019, and Powderpure saw an increase in employment from 78 to 104 employees. Under the Enterprise Zone Agreement, the minimum number of jobs to be created is 8; in other words, Powderpure needs to maintain 86 employees to remain eligible.

According to Powderpure's 2021 reporting, its employment has dropped to approximately 67. Powderpure has continued to encounter employment challenges through the past year and average employment has now hovered around 54. Included with this agenda item will be a presentation by Powderpure outlining the continued impacts of COVID-19 on their operations and, more specifically, the difficulties it has had in maintaining the required number of employees under their Enterprise Zone Agreement.

With the passage of HB 2343, Oregon law allows the Sponsors (City of The Dalles and Wasco County) to pass a resolution setting a new employment minimum to allow Powderpure to maintain its exemption. Last year both the City of The Dalles and Wasco County passed resolutions setting a new employment minimum of 50 employees for the 2021-2022 year. Included in your packet this year is another resolution, as required per HB 2343, again setting a new employment minimum of 50 employees for the 2022-2023 year.

The Enterprise Zone Agreement with Powderpure was entered into under "The Dalles/Wasco County Enterprise Zone" where the City of The Dalles and Wasco County were the Sponsors. As such, the decision on this resolution rests with the City of The Dalles and Wasco County. The current zone, "Wasco County

Joint Enterprise Zone" was re-designated in 2018, and comprises Wasco County, the Port of The Dalles, and every city located in Wasco County.

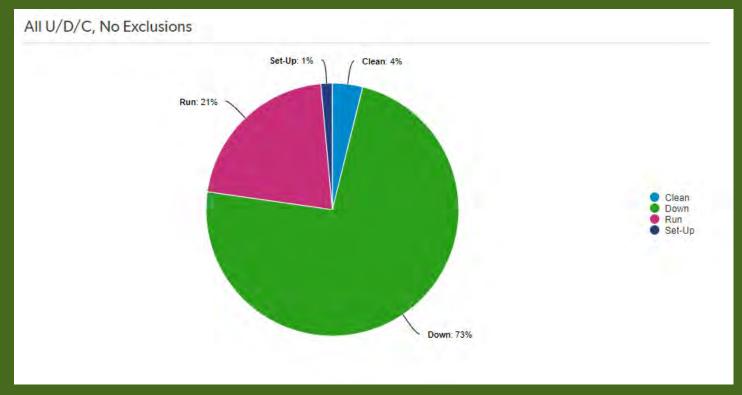
To take effect, this resolution must be passed by both Sponsors before June 30, 2022. Powderpure is in its 4th year of abatement under the Enterprise Zone. As provision of their agreement is a fee payment of 50% of the taxes normally owed in the 4th year and 75% of taxes normally owed in the 5th year to the Sponsors. Powderpure is aware of this requirement and will comply.

Staff is seeking passage of respective resolutions from both the City of The Dalles City Council and Wasco county Board of County Commissioners.





2020 – 2022 Plant Equipment Utilization

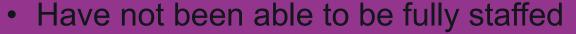


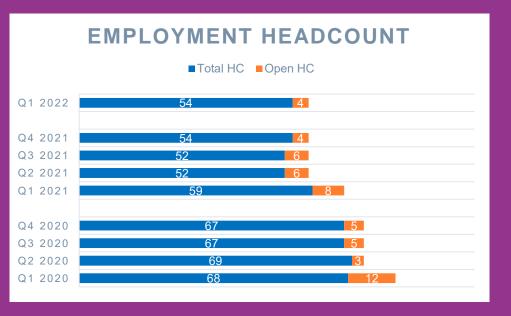
- Plant is Running at 28% capacity
- Expansion increased the capacity by 50%





2020 – 2022 Employment Head Count





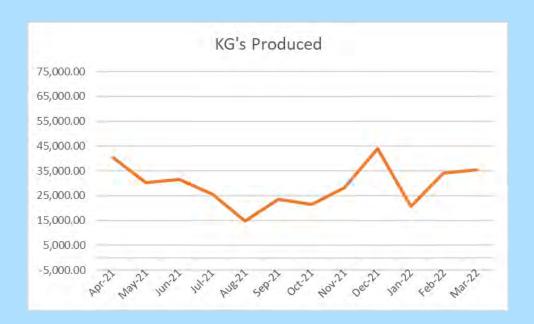
- Change in Sales amounts and lack of labor has changed our processing lead times and structure (suspension of 2nd shift due to lack of available labor) – this has occurred 2 times in 2022
- Lack of available local labor has shifted sales positions to remote (off site) labor
- Employee turnover rate has increased compared to previous years from 48% to 68% - 34 employees hired in last 12 months
- Average salary increased to 26.44/hr 9.3% increase



2020 – 2022 Production Amounts



- Average production below 30,000kg/mo
- expected was 40,000kg







IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF ADJUSTING MINIMUM EMPLOYMENT LEVEL REQUIREMENT PURSUANT TO SECTIONS 2 AND 3 OF HB 2343 (2121) FOR POWDERPURE

RESOLUTION #22-002

WHEREAS, the City of The Dalles and Wasco County are co-sponsors of The Dalles/Wasco County Enterprise Zone; and

WHEREAS, initial or continuing exemption of qualified property in the enterprise zone by the authorized/qualified business firm Powderpure is subject to denial or disqualification by the County Assessor due Powderpure's failure to meet requirements under ORS 285C.200(1)(c) for the number of its employees on or before date of filing initial exemption claim or for substantial curtailment under ORS 285C.210; and

WHEREAS, Chapter 522, Oregon Laws 2021 (Enrolled House Bill 2343-C, "HB 2343") allows enterprise zone sponsors to remedy such situations arising from distress caused by the COVID-19 pandemic for the 2021–2022 and 2022–2023 tax years by either suspending the exemption period to resume later under ORS 285C.203, or by temporarily waiving requirements and by setting a minimum employment level lower than normal statutory requirements the business firm must otherwise maintain, including but not limited to the remaining period of a resumed exemption; and

WHEREAS, sponsor resolution(s) must be adopted within 45 days of the law's effective date (September 25, 2021) for purposes of 2021–2022 tax year, or by June 30, 2022, for the 2022–2023 tax year, which is also the date when HB 2343 is repealed; and

WHEREAS, the pandemic-related reasons or criteria that prevented Powderpure from meeting employment requirements are established as described below:

- Compliance with mandatory public health safety measures or closures;
- Mandatory limitations on facility capacity;
- Disruption of the firm's access to markets or supply chains; and
- Difficulties in securing new employees.

NOW, THEREFORE, THE WASCO COUNTY BOARD OF COMMISSIONERS HEREBY RESOLVES:

Section 1. Under HB 2324, due to COVID-19 impacts the number of employees Powderpure must have on average

in the enterprise zone at a minimum consistent with C	RS 285C.210	, during the	2022-2023	tax year s	hall be	e no less
than 50 employees.						

Section 2. All other conditions of the original enterprise zone agreement remains

Section 3. The County Assessor, Department of Revenue, and Oregon Business Development Department shall receive copies of this resolution within 30 days of its adoption.

Dated this 20 day of April, 2022.

APPROVED AS TO FORM:	WASCO COUNTY BOARD OF COMMISSIONERS
Kristen Campbell, County Counsel	Kathleen B. Schwartz, Commission Chair
	Steven D. Kramer, Vice-Chair
	Scott C. Hege, County Commissioner



MOTION

SUBJECT: PowderPure Enterprise Zone Modification

I move to approve Resolution 22-002 Adjusting minimum employment level requirement pursuant to sections 2 and 3 of HB 2343 (2121) for PowderPure.



AGENDA ITEM

Strategic Investment Program Community Service Fee IGA

STAFF MEMO

<u>IGA</u>

MOTION LANGUAGE



MEMORANDUM

SUBJECT: SIP Community Service Fee Distribution IGA

TO: WASCO COUNTY BOARD OF COMMISSIONERS AND THE CITY OF THE DALLES CITY COUNCIL

FROM: MATTHEW KLEBES, ADMINISTRATIVE SERVICES DIRECTOR

DATE: 4/12/22

SUMMARY

The City of The Dalles, Wasco County, and Google LLC entered into a Strategic Investment Program (SIP) agreement in October 2021 for the development of up to two new data center projects located on the former aluminum plant site. The Oregon Business Development Commission made a positive determination on the applications and agreement on December 17, 2021.

Under this agreement and State ORS, each project must pay a Community Service Fee each year a project receives an abatement that is equal to 25% of the taxing savings of that particular year capped at \$2.5 million dollars. Under ORS 285C.609, the distribution methodology of this fee may be set by the following; The City where the development is located, the County, AND Local Taxing Districts listed in ORS 198.010 or 198.180, which account for at least 75% of property tax authority. These Local Taxing Districts are:

- Mid-Columbia Fire and Rescue (MCFR)
- Wasco County Library
- North Wasco County Parks and Recreation
- Wasco County 4H and Extension
- Wasco County Soil and Water Conservation District
- Port of The Dalles

Two meetings were organized, March 9th and March 28th, where all taxing districts that levy taxes at the development site were invited to attend to review the dynamics of the Community Service Fee, solicit feedback, and discussion possible distribution methodologies. These were worthwhile and productive meetings but ultimately an agreement was not reached. Staff communicated to Business Oregon that there are still productive negotiations ongoing and the parties will be able to timely reach and effect

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an agreement. The Business Oregon Commission was supportive of our efforts to take more time to reach an agreement and will revisit this topic at their June meeting with a new deadline of May 16th for a final document.

Following the meetings on March 9th and 28th, representatives from the City, County, and MCFR met and were able to reach agreement to have the community service fee for both Project 1 and Project 2 be distributed to ALL current taxing districts that levy taxes at the development site based on each entities proportionate share of their non-debt tax levy or levies in the 2021-22 Tax Year, including education districts. The proposed loan from the City and County to MCFR from the initial payment has been removed.

Staff has developed an Intergovernmental Agreement (IGA) memorializing this agreement. This IGA has been shared with all taxing districts. It has been requested that the taxing districts involved in the final determination of the distribution methodology bring this IGA to each of their respective Boards/Councils/Commissions for approval.

Staff is requesting approval of this IGA from both the City of The Dalles City Council and Wasco County Board of County Commissioners.

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INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into by and between Wasco County ("County"), the City of The Dalles ("City"), Mid-Columbia Fire and Rescue, Wasco County Library District, North Wasco County Parks and Recreation, Wasco County 4H and Extension, Wasco County Soil and Water Conservation District and Port of The Dalles, collectively referred to as, ("Parties").

WHEREAS:

- 1. Google LLC, Design, LLC, and Moraine Industries LLC (collectively, "Company") entered into a Strategic Investment Program (SIP) agreement for two data center projects ("Project One" and "Project Two," respectively, or collectively the "Projects") with the City and County, who negotiated terms and conditions of approval to protect the interests of the public.
- 2. The County Board of Commissioners and City Council held public hearings on February 17, 2021 and February 22, 2021 to consider the application and resulting proposed Strategic Investment Program Agreement ("SIP Agreement") and each body has formally approved the SIP Agreement, including the special provisions related to the property tax exemption as provided by ORS 285C.609(4)(a);
- 3. On December 17, 2021 the Oregon Business Development Commission determined that the Projects proposed in the SIP Agreement shall be exempt from property taxation to the extent provided for under ORS 285C.606 and ORS 307.123;
- 4. According to the SIP Agreement, Project One must consist of exactly one Data Center that may be built over time;
- 5. According to the SIP Agreement, Project Two must consist of exactly one Data Center that may be built over time;
- 6. The SIP Agreement provides for payment of annual Community Service Fees (CSF) associated with each Project, on or before the payment date for each tax year during the property tax exemption period for each Project;
- 7. ORS 285C.609(6)(a) provides that the County shall distribute the CSF based on an agreement between the County and City;
- 8. ORS 285C.609(6)(a)(B) provides that the County shall distribute the CSF based on an agreement between the County, the City where the development is located, and local taxing districts listed in ORS 198.010 or 198.180 that constitute at least 75 percent of the property tax authority of all local taxing districts listed in ORS 198.010 or 198.180 in the code area in which the eligible project is located; and

9. The Parties to this Agreement are the only local taxing districts listed in ORS 198.010 or ORS 198.180 that currently has taxing authority in the Project area; and

Now, therefore, in consideration of the mutual covenants set forth below it is AGREED:

- 1. County shall notify the Parties of any proposed amendments to the SIP Agreement that could impact the CSF or continuation of the project. County shall notify the Parties to this Agreement prior to declaring the Company in default or taking any other legal action that might impact the CSF.
- 2. County shall take reasonable steps to obtain prompt and full payment by Company, but nothing herein obligates County to make any payment except from revenues actually received.
- 3. The Parties shall exchange such information as necessary and work cooperatively to implement this Agreement.
- 4. Each year, beginning with the first year of receipt of a CSF under SIP Agreement, County shall:
 - a. Apportion the Community Service Fee to the entities listed below at the listed percentage share of the CSF. This percentage is based on each jurisdiction's proportionate share of their non-debt tax levy or levies in the 2021-22 Tax Year
 - b. The below percentages shall be considered fixed unless this agreement is amended per Section 5, below.

Project One

Receiving Entity	Percentage
City of The Dalles	17.3%
Wasco County	24.4%
Mid-Columbia Fire and Rescue	12.1%
Wasco County Library District	3.9%
North Wasco Parks & Recreation	3.9%
Wasco County 4H and Extension	1.4%
Wasco County Soil and Water	1.4%
Conservation District	
Port of The Dalles	1.2%
North Wasco County School District 21	30.1%
Wasco County ESD	2.7%
Columbia Gorge Community College	1.6%

Project Two

Receiving Entity	Percentage
City of The Dalles	17.3%
Wasco County	24.4%
Mid-Columbia Fire and Rescue	12.1%
Wasco County Library District	3.9%
North Wasco Parks & Recreation	3.9%
Wasco County 4H and Extension	1.4%
Wasco County Soil and Water	1.4%
Conservation District	
Port of The Dalles	1.2%
North Wasco County School District 21	30.1%
Wasco County ESD	2.7%
Columbia Gorge Community College	1.6%

5. This agreement may only be amended by the Parties herein, as signatories of this agreement, at a later date with at least 75% of the taxing authority agreeing under ORS 285C.609(a)(B) with concurrence of the City of The Dalles and Wasco County.

Done and dated this _____ day of April 2022.

WASCO COUNTY	CITY OF THE DALLES
Kathleen B. Schwartz, Chairman	Daniel Hunter, Interim City Manager City of The Dalles
Scott C. Hege, Vice-Chair	Attest: Izetta Grossman, City Clerk, CMC
Steve D. Kramer, Commissioner	
MID-COLUMBIA FIRE AND RESCUE	WASCO COUNTY LIBRARY
Bob Palmer, Fire Chief	Jeff Wavrunek, Executive Director

NORTHERN WASCO COUNTY PARKS AND RECREATION	WASCO COUNTY 4-H AND EXTENSION
Scott Baker, Executive Director	Leah Lowe, Program Coordinator
WASCO COUNTY SOIL AND WATER	PORT OF THE DALLES
Bill Hammel, Chairman	Greg Weast, President, Commissioner
	Robert Wallace, Vice-President, Commissioner
	Staci Coburn, Treasurer, Commissioner
	David Griffith, Secretary, Commissioner
	John Willer, Assistant Secretary/Treasurer, Commissioner



MOTION

SUBJECT: SIP CSF IGA

I move to approve the Intergovernmental Agreement between Wasco County, City of The Dalles, Mid-Columbia Fire & Rescue, Wasco County Library Service District, North Wasco County Parks and Recreation, Wasco County 4H & Extension Service District, Wasco County Soil and Water Conservation District and the Port of The Dalles for the apportionment of the Google, LLC, Design, LLC and Moraine Industries, LLC Strategic Investment Program Community Service Fee.