



AGENDA: REGULAR SESSION

WEDNESDAY, JULY 20, 2022

WASCO COUNTY BOARD OF COMMISSIONERS, 511 WASHINGTON ST. SUITE 302, THE DALLES or VIRTUALLY @

<https://wascocounty-org.zoom.us/j/3957734524> OR Dial [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

While these virtual options are provided, we cannot guarantee connection or quality of the call.

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

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

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

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

9:00 a.m.	CALL TO ORDER Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. Corrections or Additions to the Agenda Discussion Items: Noise Complaints ; Letter of Support – Treatment Facility ; HB 4123 Mid-Columbia MOU ; ODOT Agreement (Items of general Commission discussion, not otherwise listed on the Agenda) Consent Agenda: 7.1.2022 Regular Session Minutes (Items of a routine nature: minutes, documents, items previously discussed.) Public Comment at the discretion of the Chair
9:30 a.m.	Outdoor Mass Gathering Public Hearing – Sean Bailey
10:15 a.m.	Executive Session – Pursuant to ORS 192.660(2)(h) Conferring with legal counsel regarding litigation & ORS 192.660(2)(e) – Real Property Transactions
	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

JULY 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](tel:1-253-215-8782) Meeting ID: 3957734524#

PRESENT: Kathy Schwartz, Chair
Steve Kramer, Vice-Chair
STAFF: Kathy Clark, Executive Assistant
Tyler Stone, Administrative Officer
ABSENT: Scott Hege, County Commissioner

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

- Introduction of new 4H & Extension Service District County Liaison
- HB 4123 MOU moved to August 3, 2022 Agenda

Discussion Item – Noise Complaints

Sheriff Lane Magill explained that they had received complaints regarding the noise created by commercial trucks un-muffled brakes. They have worked to educate citizens regarding the laws and processes and have also increased their patrols in the area.

Discussion Item – Letter of Support: Treatment Facility

Sheriff Magill explained that Columbia Care is asking for 2 letters of support for their efforts to secure funding for the proposed secure and residential mental/behavioral health treatment facilities. Ms. Clark noted that she received a request for only one letter. Sheriff Magill said he would get the other to her today.

Sheriff Magill went on to say that these facilities will be in conjunction with and complementary to the planned Resolution Center and new hospital facility. One treatment center will be residential while the other is intended to be a secure facility to treat people in crisis.

Vice-Chair Kramer reported that the Local Public Safety Coordinating Council is unanimous in their support for this project.

*****The Board was in consensus to sign letters of support for Columbia Care in their pursuit of funding for both residential and secured**

mental/behavioral health treatment facilities.***

Discussion Item – Introduction

4H & Extension Service District Office Manager and County Liaison Kim McCullough explained that she will be retiring soon. Chelsea Gibson has been hired as her replacement and will serve as Budget Officer for the 2023 budget season.

Discussion Item – ODOT Agreement

MCEDD Deputy Director of Transportation Kate Drennan explained that this agreement outlines the funding and responsibilities for public transportation operations in Wasco County. Wasco County has already approved an agreement with MCEDD to provide the services and manage the grant. Structuring the grant as purchased services reduces the match amount needed which is an advantage to the community.

Vice-Chair Kramer said this is a routine process that he supports.

Chair Schwartz asked if this will support the installation of more bus stops. Ms. Drennan replied that this grant is for operations only; however, there is a separate grant for expansion of bus stops and bus routes. The goal is to get more people within ¼ mile of a bus stop.

{{Vice-Chair Kramer moved to approve ODOT Agreement 35332 for the provision of public transportation services. Chair Schwartz seconded the motion which passed unanimously.}}

Vice-Chair Kramer thanked Ms. Drennan for her services and all she has done for our county and region. He wished her well in her new position. Chair Schwartz added that Ms. Drennan has done wonderful things for our community.

Consent Agenda – 7.6.2022 Regular Session Minutes

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

Public Comment

Home at Last Board President Paul Viemeister said he is here with Erin Foote-Morgan, HAL Development Director, to share information and request collaboration on the challenges faced in our county regarding animal management services.

Mr. Viemeister said that Home at Last has been in Wasco County for 22 years and is the main source for animal management services including accepting strays, partnering with law enforcement, rescuing animals, conducting adoptions and leading on spays and neuters to keep the pet population under control. They are

proud to provide these services to the residents of Wasco County and have worked hard to keep the shelter running with very little support from the County or the City. Only around 5% of the funding for Home at Last currently comes from public sources. That comes from licensing fees and a small amount per month from the City of The Dalles. There is a disconnect between the public funding they receive and the public service they provide. More the 50% of the animals taken in are brought to them by law enforcement or are at-large strays caught by community residents. Their cost to house a dog is \$29 per day. More than 50% of the animals they house are brought to them by the general public. Less than 5% of the funding or \$1.29 of the cost to house each animal comes from public funding. This is unsustainable for Home at Last even in a good year. During COVID they had to shut their doors and move to an appointment-only model which is now exacerbated by inflation – costs have increased by 25% and adoption rates have declined dramatically because the pandemic-driven increased demand for animal companionship peaked in 2020. Home at Last is seeking greater collaboration with the County and the City to fund this community service. He said that Home at Last is not like other non-profits but is much more like schools or roads or libraries. The shelter provides major community services and Home at Last is asking the County to join them in figuring out how they can provide more sustainable revenue to Home at Last to account for this community benefit.

Ms. Foote-Morgan said she does not live in Wasco County but does serve as the Development Director for Home at Last; as such she thinks a lot about revenues and expenses for the organization. She began her current position in June of 2021 with a goal of increasing revenues for the shelter through grants, public donations, fund-raising events and the bottles and cans program. She reported that their public donations are up 136% over last year; the bottles and cans are up tens of thousands of dollars over last year; they have earned \$15,000 in grant funding so far this year and another \$20,000 is in process. They had a great new fund raising event in the spring called the Dimes for Dogs Walkathon. They have developed many great new partnerships with organizations such as Google, the schools and many other businesses in the community. They are doing everything they can to fund the shelter with very little support from public resources. As costs continued to go through the roof and adoption rates declined, they knew they had to begin asking the community how to find sustainable revenue for these services.

Ms. Foote-Morgan went on to say that in the spring they launched a survey to which they got 246 responses. These community members overwhelmingly said that new sustainable funding sources need to be found to sustain animal

management services in the Wasco County region. 88% of respondents said that more funding should be coming from public sources. The big question is where that funding should come from. In the survey, they listed every possible funding source available to them including grants, donations, a levy and additional funds from the general funds of the City and County. Funding from the general funds of the City and County were the respondents' top selections for reliable funding for the shelter, followed by a levy of 10 cents per thousand of assessed property value in Wasco County.

Ms. Foote-Morgan reported that around the time they wrapped up the survey, they connected with Mr. Stone to share the results and talk through the challenges. She said that they appreciate his time and the Board's time. They understand the fair point that if the shelter cannot sustain itself, it should be shut down. Their Board has been entertaining that question. They are here today to ask the senior leaders of Wasco County to join with them in collaboration to solve the problem of how to reliably fund animal management services for our residents. Their Board is considering trying to move ahead with a levy on the November ballot but that has to go through the County which would raise many administrative questions and uncertainties; they do have ballot language prepared and are considering whether or not to move that forward – August 19th is the deadline for submission. But the real question is whether or not the County is willing to partner with them to discuss options on the table and how we can collaborate to resolve this question. They sincerely hope that we can work together to find a long-term solution that makes sense for the benefit of Wasco County residents. The ask is to meet with the Commissioners to have a deeper conversation and look at the information.

Chair Schwartz thanked Ms. Foote-Morgan and Mr. Viemeister for their comments. She closed the public comment and opened discussion.

Vice-Chair Kramer said that he thinks a conversation is warranted because he thinks what we heard today contained a bit of misinformation. If we are going to move forward in a truthful manner with our public, we need to clear that up. He pointed out that 246 survey respondents equates to only 1% of the population. 50% of animals dropped off being from law enforcement does not seem accurate; he said believes if we ask our Sheriff, that number would go down significantly. The idea that the County offers very little support is also misinformation as Wasco County has provided the building being used by Home at Last. He said he understands the predicament but there are a lot of conversations that need to take place. He pointed out that if a special taxing district is formed, that will impact revenue for the existing taxing districts through compression. A lot of work will need to be done before we consider an

initiative to place this on the ballot. He thanked them for their time and expressed his appreciation for their effort to be here today. We will have to set up a meeting.

Mr. Stone said that he believes the conversation he had with Ms. Foote-Morgan was that if Home at Last fails, that shelter would then be rolled back into a law-enforcement only shelter. He said he does not recall ever saying that his recommendation would be to close the shelter down. If Home at Last fails then the County would maintain it through the agreements they have as a law-enforcement-only shelter. He said that he wants to correct the record as he believes those were unfair characterizations of the words he used.

Chair Schwartz asked Sheriff Magill for some historical information from when animal control was run by the Sheriff. Sheriff Magill said that animal control was transferred from the County to the City of The Dalles 10 or 11 years ago. The County had an animal control deputy who was injured on the job. When analyzing the total cost to operate the program, which was not sustainable through licensing and general fund dollars, they discovered that 77% of the calls for service were within the City of The Dalles. That is when it transitioned to the City because they benefitted much more from the program. At that time, the assets, such as the vehicles and equipment, were transferred to the City. It is the purview of the Commission, but they had delegated that to the Sheriff as it had a connection to public safety.

Mr. Stone added that at the same time that was happening is when the County transitioned the shelter to Home at Last as far as the building is concerned. As he recalls, the City and County gave Home at Last \$50,000 to get started. The County also transferred the licensing revenue and authority to Home at Last which provided a funding stream; from what he can tell, that funding stream has pretty much dried up.

Chair Schwartz asked for some clarification on the building, asking for confirmation that the County signed the deed to the property over to Home at Last. Mr. Stone confirmed saying that Home at Last made the case that they needed that in order to support fund raising efforts. It is disappointing that it was portrayed that way; we made that transfer and now there is an ask for general fund dollars. He pointed out that Home at Last had been going very well but probably COVID had an impact by reducing available volunteers and other impacts.

Chair Schwartz said she would like to get a meeting on the calendar for her, Mr. Stone, Ms. Foote-Morgan and Mr. Viemeister to begin the conversation. Sheriff Magill said he would be happy to provide any statistical or historical information needed to support that discussion.

Agenda Item – Outdoor Mass Gathering Hearing

At 9:30 a.m. Chair Schwartz opened a public hearing to consider a request for an Outdoor Mass Gathering permit for a music and art festival, which includes overnight camping, entitled “Canyon Vibration,” September 8-11, 2022. Event setup will begin September 8, at 11 a.m., the event will begin September 9, at 4 p.m., and will end on September 11th. Final teardown and cleanup will be completed on September 11th, at 3 p.m., for a total event time of 76 hours. Estimated attendance is 700, including staff and volunteers.

Chair Schwartz reviewed the procedures to be followed for the hearing. She then asked if any Commissioner wished to disqualify themselves for any personal or financial interest in this matter. There were none. She asked if any Commissioner wished to report any significant ex parte or pre-hearing contacts. There were none.

Associate Planner Sean Bailey reviewed the presentation included in the Board Packet. He said that the event would take place at the Justesen Ranch just outside of Tygh Valley and reviewed the map included in the Board Packet. He noted that other mass gatherings have been held at this site; most recently the SOAK Festival, which was a larger event held on a larger portion of the property.

Mr. Bailey explained that this is not a land use action, therefore no land use regulations have been applied. He reviewed the state and local health and safety requirements and how the applicant has demonstrated the ability to meet those requirements.

Mr. Bailey stated that unofficial notice was sent to local agencies on May 27th with an official notice going out to state and local agencies on June 30th. In addition, notice was sent to adjacent landowners and published in the Columbia Gorge News. Agencies provided comments in their various areas of expertise regarding the applicants’ ability to meet the requirements. He said that this is a leave-no-trace event; sweeps will occur to keep the area clean and dumpsters will be available on-site. In addition it is a no flame, no fire, no smoking event which results in no issues with the local fire agencies. The Sheriff has reviewed and approved the security plan and traffic is manageable. Staff recommends approval of the application.

Sheriff Magill reported that he has been working with the applicant regarding the noise issues and has brought a previous event organizer to help advise. The applicants have taken the main stage and turned it to reduce or eliminate the leakage of noise from the event venue. They have also agreed to a cut-off time for noise and after midnight will be using a certified measuring device to make sure it remains under 60 decibels. If complaints come in, the Sheriff’s Office will

work with the organizers to make adjustments. He said that from a public safety perspective, he recommends approval based on the adjustments they have made.

Vice-Chair Kramer said that noise was his only concern and it appears to have been addressed.

Chair Schwartz asked if there were any complaints during the SOAK event held earlier this year. Sheriff Magill replied that they took one complaint regarding congestion at the local store. Since they do not have amplified sound at the SOAK event, noise is not an issue.

Chair Schwartz asked how adjacent landowners are notified. Mr. Bailey replied that he sent out a mailing to about 7 adjacent landowners. He explained that it is a large parcel surrounded by other large parcels so there are not many adjacent landowners.

Sheriff Magill asked if there were any responses to the mailing. Mr. Bailey replied that there were no responses in any form.

Chair Schwartz asked the applicants if they had anything to add. They did not.

Chair Schwartz asked if there was anyone present wishing to provide public testimony. There were none.

Chair Schwartz closed the public hearing at 9:54 a.m. and opened deliberations. Discussion ensued as to how to word a motion to include the addendum and Order.

{{Vice-Chair Kramer moved to approve the application for an Outdoor Mass Gathering, including the submitted addendum and Order 22-032 acknowledging approval, as proposed in Planning File #9210220000078-PLNG, and accept the findings and conditions contained in the Summary and Staff Report. Chair Schwartz seconded the motion which passed unanimously.}}

At 10 a.m., Chair Schwartz called a recess.

The Session resumed at 10:05 a.m.

Agenda Item – Executive Session
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At 10:05 a.m. Chair Schwartz opened an Executive Session pursuant to ORS 192.660(2)(h) to confer with legal counsel and ORS 192.660(2)(e) for real property transactions. Chair Schwartz explained the process to be followed and directed media to not report on anything discussed in Executive Session except the general topic as previously stated.

The Regular Session resumed at 10:23 a.m.

Commission Call

Vice-Chair Kramer said he is preparing for the District 3 meeting to be held on September 22nd in Gilliam County. He reported that he will be stepping into the Chair position at MCEDD as it is time to rotate that position; Commissioner Hamlin from Skamania County currently fills that role.

Chair Schwartz reported that she recently stepped down as Chair of Mid-Columbia Housing Authority; Stu Watson from Hood River is now the Chair.

Chair Schwartz adjourned the session at 10:26 a.m.

Summary of Actions

MOTIONS

- **To approve ODOT Agreement 35332 for the provision of public transportation services.**
- **To approve the Consent Agenda – 7.6.2022 Minutes.**
- **To approve the application for an Outdoor Mass Gathering, including the submitted addendum and Order 22-032 acknowledging approval, as proposed in Planning File #9210220000078-PLNG, and accept the findings and conditions contained in the Summary and Staff Report.**

CONSENSUS

- **To sign letters of support for Columbia Care in their pursuit of funding for both residential and secured mental/behavioral health treatment facilities.**

Wasco County
Board of Commissioners


Kathleen B. Schwartz, Commission Chair


Steven D. Kramer, Vice-Chair


Scott C. Hege, County Commissioner



DISCUSSION LIST

[NOISE COMPLAINTS](#) – Lane Magill

[TREATMENT FACILITY LETTER OF SUPPORT](#)– Lane Magill

[HB 4123 MID-COLUMBIA MOU](#)

[ODOT AGREEMENT](#) – Kathy Clark



DISCUSSION ITEM

Noise Complaints

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



DISCUSSION ITEM

Treatment Facility Letter of Support

[LETTER OF SUPPORT](#)



BOARD OF COUNTY COMMISSIONERS

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

Pioneering pathways to prosperity.

Re: 2022 Competitive Housing Development Request for Grant Applications
Licensed Residential Treatment Homes or Facilities Pursuant to HB 5024

July 20, 2022

Dear Evaluation Committee,

On behalf of the Wasco County, we are writing in support of Columbia Care Services, Inc. development of a 16-bed licensed Residential Treatment Facility located in The Dalles, OR. Wasco County is committed to supporting community based programs and support services which benefit the overall safety and quality of life for our citizens.

Wasco County, in collaboration with Hood River and Sherman Counties, has been working toward long term solutions to provide services as they relate to a Residential Treatment Facility. As a part of this effort Columbia Care Services, Inc. is working with the Wasco County Local Public Safety Coordinating Council and other community partners to develop a 16-bed Residential Treatment Facility. This Facility will provide the ability to expand the number of program beds from 9 to 16 and will include seven (7) dedicated beds to serving Aid and Assist individuals.

The program will have the ability to "flex" the ratio of Civilly Committed individuals to Aid and Assist individuals dependent on the individual(s) needs. This Facility will provide a safe, trauma informed, recovery oriented residence for some of the most venerable individuals in our communities and is an integral part of the planned continuum of care for our region.

Wasco County is committed to supporting Columbia Care Services Inc., and collaborating for the improved services to individuals who experience Mental/Behavioral Health issues in our county and the region. We ask for your support of this important project.

Sincerely,
Wasco County Board of Commissioners

Kathleen B. Schwartz, Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner



DISCUSSION ITEM

HB 4123 Mid-Columbia MOU

[MID-COLUMBIA MOU](#)

[MOTION LANGUAGE](#)



**Mid-Columbia
Community
Action Council**

Mid-Columbia Community Action Council
Serving Hood River, Wasco, and Sherman Counties
312 E. 4th St, The Dalles, OR 97058
606 State St, Suite 1B, Hood River, OR 97031
Tel: (541) 298-5131
www.MCCAC.com

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) has been created and entered into on July 20, 2022 between

Mid-Columbia Community Action Council (MCCAC), 312 E Fourth St., The Dalles, OR 97058 and

The City of The Dalles, The City of Hood River, Hood River County, Wasco County and Sherman County

INTRODUCTION AND GOALS

1. MCCAC has signed a grant agreement with the State of Oregon awarding MCCAC \$1,000,000 to establish a coordinated homeless response system consisting of the City of The Dalles, the City of Hood River, Hood River County, Wasco County and Sherman County. The grant agreement is entered pursuant to the terms of House Bill 4123 from the 2022 Oregon Legislative Session.
2. The Parties to this MOU wish to implement HB 4123 and establish a coordinated homeless response system consisting of the City of The Dalles, the City of Hood River, Hood River County, Wasco County and Sherman County (the System). The System shall, at a minimum, consist of an Office of Housing Stabilization/Homeless Response Office (the "Office") and a Housing Stabilization Advisory Board (the "Advisory Board"). The Parties wish to create a System that will fulfill all requirements set forth in Exhibit A, attached hereto and incorporated by this reference herein.

AGREEMENT

1. **Effective Date/Duration.** This MOU shall be effective when signed by all six Parties hereto. Unless extended or earlier terminated in a writing signed by a majority of the Parties, this MOU automatically terminates on June 30, 2027.
2. **The Office of Housing Stabilization.** The Parties agree that the Office shall be organized as follows and shall perform the following functions:
 - a. The Office will operate under the general policy guidance of the Housing Stabilization Advisory Board ("Advisory Board").
 - b. The Office will consist of the Director of the Office of Housing Stabilization, selected by the MCCAC Executive Director in consultation with the Advisory Board, and other staff members as outlined by the five year strategic plan for the Mid-Columbia region's coordinated homeless response system. The Office will be a Division of MCCAC. The Director of the Office of Housing Stabilization and any other staff members in the office, as outlined in the strategic plan, will be an employee of MCCAC.

- c. The Office will coordinate with and develop partnerships with local and regional stakeholders as specified in House Bill 4123, including plans for coordination with any local continuum of care receiving funding under 24 C.F.R. part 578.
- d. The Office shall also include the Mid-Columbia Houseless Collaborative (MCHC) as its Advisory Panel, comprised of houselessness experts drawn from the community, to include representatives with knowledge and experience in the areas of shelter, youth services, lived experience, affordable housing, houselessness, behavioral health, physical health, education, and philanthropy.
- e. The Office will be managed by the Director of the Office of Housing Stabilization who, in coordination with the MCCAC Executive Director, will provide updates and reports to the Advisory Board. The Director of the Office of Housing Stabilization will be charged with the general operation of the Office, and shall work to coordinate with the Advisory Board, the MCHC and all Parties to this MOU to develop a five-year strategic plan and otherwise ensure that the coordinated homeless response system meets the project goals set forth in Exhibit A.
- f. For the first two fiscal years, beginning July 1, 2022, the Office of Housing Stabilization will be funded with pilot funding of \$1,000,000 provided through a grant by the State of Oregon.

3. Housing Stabilization Advisory Board. The Parties agree that the Advisory Board shall be organized as follows and shall perform the following functions:

- a. An Advisory Board, consisting of one representative from each party to this MOU, shall be formed for the purposes of providing general guidance to the Office.
- b. Initial Advisory Board members shall have the opportunity to make important decisions at the inception of the coordinated homeless response system, including the following:
 - i. The Board shall approve the Strategic Plan developed by the MCHC and will provide policy direction to the Office of Housing Stabilization.
- c. By December 31, 2022, the Advisory Board shall review, approve, and adopt a strategic plan that identifies and sets goals as set forth in HB 4123.
- d. Advisory Board members shall serve as a liaison between their elected body and the Office.

Appointed Housing Stabilization Advisory Board as of July 1, 2022

- Gladys Rivera, City Councilor, City of Hood River
- Rich Mays, Mayor, City of The Dalles
- Arthur Babitz, County Commissioner, Hood River County
- Kathy Schwartz, County Commissioner, Wasco County
- Joan Bird, County Commissioner, Sherman County

4. Obligations of the Parties.

- a. Commitment of Non-Financial Support. The Parties to this MOU commit to support the Office for a total of not less than five (5) fiscal years. The Parties further agree to work together and use best efforts to seek out and obtain funding to further this objective.
- b. All Parties to this MOU agree to cooperate in good faith to ensure that the goals of the System are achieved. The Parties shall work in good faith to amend this MOU when necessary to achieve the System goals set forth in Exhibit A.
- c. MCCAC shall serve as the fiscal agent responsible for funding the operations of the Office created under this MOU. MCCAC shall be responsible for all contracting, procurement, or other activities necessary to create the Office of Housing Stabilization. MCCAC will retain fiscal and managerial oversight of the Office, the Director of the Office of Housing Stabilization, and any other staff as outlined in the strategic plan, and shall retain the authority to terminate the contractual and/or employment relationship with the Director and staff as necessary. In the event that the Director's employment ends, MCCAC's Executive Director shall select a new Director with the input of the Advisory Board. This MOU does not create any employment or contractual relationship between the Parties to this MOU or the Office/Director/staff.

GENERAL PROVISIONS

1. Indemnification: Each party agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless each other, their officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of that party, its employees or agents, in carrying out the responsibilities of this MOU.

2. Termination: This MOU may be terminated by either party upon written notice to the other. Amendment: This MOU may be amended at any time, but only in writing signed by both parties.

3. Disputes: In the event of a dispute under this MOU, the parties shall make a good faith effort to resolve such dispute cooperatively.

4. Laws: The parties to this MOU agree to abide by all local, state and federal laws and regulations in carrying out the provisions of this MOU.

Executive Director, Mid -Columbia Community Action Council Date

Authorized Signer, City of The Dalles

Date

Authorized Signer, City of The Hood River	Date
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Authorized Signer, Hood River County	Date
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Kathleen B. Schwartz, Board Chair Wasco County	Date
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Authorized Signer, Sherman County	Date
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MOTION

SUBJECT: MCCAC MOU for HB4123 Pilot Project

I move to approve the Memorandum of understanding between Mid-Columbia Community Action Council, the City of The Dalles, the City of Hood River, Hood River, Sherman and Wasco Counties for the establishment of a coordinated homeless response system.



DISCUSSION ITEM

ODOT Agreement

[ODOT AGREEMENT 35332](#)

[MOTION LANGUAGE](#)

PUBLIC TRANSPORTATION DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Wasco County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2022** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2024** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.332(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$586,560.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$526,320.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.**
 - i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
 - ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

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

of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit

of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This Section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

- i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
- ii. **Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to**

pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. All procurement transactions are conducted in a manner providing full and open competition;
 - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the

period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

b. **Contribution.**

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
- iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

c. **Indemnification.**

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or

contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- f. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- g. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- h. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- i. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND

WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

SIGNATURE PAGE TO FOLLOW

Wasco County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Tawnya Williams
511 Washington Street, STE 101
The Dalles, OR 97058
1 (541) 506-2777
tawnyaw@co.wasco.or.us

State Contact:

Theresa Conley
555 13TH ST NE
Salem, OR 97301
1 (541) 388-6250
theresa.l.conley@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Jennifer Boardman

Date _____ 07/08/2022

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____
(printed)

Date _____

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 2022-24 R4 5310 Wasco County <i>Increasing Access and Coverage of The Dalles Transit System.</i>				
P-21-1865-01 Item #1: Contracted Service (5310 only)				
	Total	Grant Amount	Local Match	Match Type(s)
	\$586,560.00	\$526,320.00	\$60,240.00	State Funds
Sub Total	\$586,560.00	\$526,320.00	\$60,240.00	
Grand Total	\$586,560.00	\$526,320.00	\$60,240.00	

1. PROJECT DESCRIPTION

This Agreement provides funding for Recipient to purchase public transportation services in The Dalles, Oregon. Services will expand existing deviated fixed route services as directed by findings from the Wasco County Transit Development Plan. This is anticipated to include two deviated fixed routes operating on weekdays from 7:00 am to 6:00 pm and one deviated fixed route operating on Saturdays.

2. PROJECT DELIVERABLES, TASKS and SCHEDULE

The contracted service will be provided by a contractor or pass-through subrecipient selected by Recipient, and will be designed to benefit seniors and individuals with disabilities, and may also be made available to the general public.

The service, schedule, days, hours, and service type demand responsive, will be designed to meet the needs of seniors and individuals with disabilities as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.

Services will be provided in accordance with the locally adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan). Recipient and contractor or pass-through subrecipient will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.

Recipient may amend the service design at any time in accordance with local demand, funding issues, changes in the Coordinated Plan, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

Recipient will market the services in culturally appropriate ways. Marketing and promotional activities should be focused on incentivizing ridership through inclusive customer engagement techniques. Activities may include marketing strategies, marketing campaigns, and creating marketing materials. Recipient may use key performance indicators in marketing the service.

Recipient will oversee and monitor the services and performance of the contractor or pass-through subrecipient.fixed routes.

3. PROJECT ACCOUNTING and MATCHING FUNDING

This Agreement covers contracted public transportation provision, as defined under the 49 USC § 5310 program, as described in Circular 9070.1G, Section III-14-e.

Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services

rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Sources of funding that may be used as matching funding for this Agreement include Special Transportation Formula Funds, other local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.

Recipient will subtract revenue from fares, tickets and passes whether pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses incurred by the contractor or pass-through subrecipient are reimbursable as operating expenses. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.

Recipient may not use assets acquired under this Agreement to compete unfairly with the private sector.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Recipient will attach invoice of expense paid for services to reimbursement requests.

EXHIBIT B

FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5310	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.513 (5310)	Total Federal Funding \$526,320.00
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Administered By Public Transportation Division 555 13TH ST NE Salem, OR 97301

EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **The Recipient shall immediately notify State of any change in insurance coverage.**

CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Recipient Insurance Requirements

GENERAL.

Recipient shall: i) obtain at the Recipient's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability

coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

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

CERTIFICATE(S) OF INSURANCE.

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

STATE ACCEPTANCE.

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

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal

funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.



MOTION

SUBJECT: ODOT Agreement

I move to approve ODOT Agreement 35332 for the provision of public transportation services.



CONSENT AGENDA

[MINUTES: 7.6.2022 REGULAR SESSION MINUTES](#)



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION**

JULY 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 [1-253-215-8782](tel:1-253-215-8782) Meeting ID: **3957734524#**

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

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

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

- An additional plat was added to the Discussion List for Ott Springs (attached)
- Facilities Manager Position was added to the Discussion List
- MCCFL Personnel Services Agreement was moved from the Agenda to the Discussion List

Discussion Item – Subdivision Plats

Ben Beseda of Tenneson Engineering explained that the both plats are within the City of The Dalles. The Ott Springs Plat is 4 existing lots being replatted into 9 lots. The Whispering Pines Plat is the final phase of a project that began in the 1990s.

Discussion ensued regarding the locations and future builds. The Board approved and signed both plats.

Discussion Item – MCCFL Personnel Services Agreement

Mr. Stone explained that this is to allow a loaned executive scenario at Mid-Columbia Center for Living. As the organization begins to rebuild, we are starting to shift pieces. As he begins to phase himself out, MCCFL will still need some expertise as they continue to recruit for their leadership. Ms. Rogers has that expertise and this agreement loans her to them for .75 FTE; MCCFL will cover that cost.

Ms. Rogers said that this is full cost back to Wasco County. There are a few major goals – working with health resource networks, trauma informed partnerships and coaching leadership. The organization is headed in the right direction. She said that her Juvenile Department team has been doing some succession planning and she has discussed this arrangement with them; they are happy to step up and help out. Ryan Clark has stepped in as Interim Juvenile Director – he understands his role and the rest of the team supports him. Juvenile Court Counselor Sandra Silva-Nelson will also carry an increased administrative load. Prevention Coordinator Debby Jones is assisting Ms. Rogers and knows how to reach her for any needs.

Mr. Stone concluded by saying there will be a re-evaluation at 6 months. Today he is seeking the Board's support and feedback.

Commissioner Hege noted that he serves on Boards for both entities and therefore will not cast a vote on the agreement.

{{Vice-Chair Kramer moved to approve the Intergovernmental Agreement for Personnel Services provided by Molly Rogers between Mid-Columbia Center for Living and Wasco County. Chair Schwartz and Vice-Chair Kramer voted to approve the agreement; Commissioner Hege abstained. The motion passed.}}

Discussion Item – Facilities Manager

Mr. Stone explained that Community Work Service Supervisor Robert Hughes has been filling in at Facilities for the last 3 months to coordinate, organize and manage work. Mr. Stone reported that discussions with Mr. Hughes revealed that he is interested in continuing in that role but does not want the administrative part that would go along with the Administrative Services Director position. We are looking to combine the position of Work Service Supervisor and Facilities Manager and Mr. Hughes is interested in taking on those additional duties. Project management, Fair Board, Museum Board, grant writing, etc., will be for the Administrative Services Director when hired. That is a position we will continue to recruit and we have the budget to support that.

Ms. Rogers stated that Mr. Hughes has been involved in conversations at every point. He does not want to lose contact with the kids. For the last 2 years he has supervised both the juvenile and adult work crews; however the process is different for the adult crew and they often just don't show up. This seems like a logical partnership and meets the current need. Human Resources Director Nichole Biechler has also been in touch with him and he feels like the dual role is sustainable.

Commissioner Hege asked about the challenges with the adult work crew. Ms. Rogers said that the adult work crew is structured differently and oftentimes when Mr. Hughes goes up to get them there is only one or two and sometimes none. The adult group will move to the Community Corrections Manager and Sheriff.

Chair Schwartz asked if there will be a new job description. Ms. Biechler said HR Answers is working on that now for both the Facilities Manager and Administrative Services Director positions.

Ms. Rogers said Mr. Hughes has been full-time with Juvenile Services and she wants to commend him for his willingness to serve as needed.

Discussion Item – Land Sale

County Assessor/Tax Collector Jill Amery explained that the two lots in Maupin that were not sold at the May auction were sold in a sealed-bid process. The buyers are already building in that area so it is a good fit.

Commissioner Hege asked if both lots are the same size. Ms. Amery replied affirmatively, adding that the shape of the lots makes them challenging for development; the owners will likely ask to have them replatted to be one lot.

Discussion Item – Newspaper Designation

Ms. Clark explained that ORS requires the annual designation of a newspaper in which County foreclosure notices will be published. We have only one newspaper being published in hard-copy in our region and therefore we will be designating the Columbia Gorge News as the paper of record.

Ms. Biechler asked what will happen if the Gorge News goes 100% digital. Ms. Clark replied that statute has not kept up with current technology. Ms. Amery agreed, saying a change will have to be legislated.

{{{Commissioner Hege moved to approve Order 22-027 designating a newspaper for the publication of the annual foreclosure list. Vice-Chair seconded the motion which passed unanimously.}}}

Discussion Item – Election Results

County Clerk Lisa Gambee explained that the election results for County positions need to be read into the record.

Commissioner Hege asked about the positioning on the ballot for the precinct committees. Ms. Gambee explained that partisan positions come before non-partisan positions on the ballot.

WASCO COUNTY BOARD OF COMMISSIONERS
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Commissioner Hege noted that in years past there was a separate sheet for precinct committees. Ms. Gambee responded that there have been conversations about whether those elections should move to the parties to manage; for now, each county determines if they want a separate ballot or a combined ballot. She said her decision to include them on the ballot was based on cost savings and clarity for voters who may become confused about which precinct to vote if all are included on a separate ballot.

Chair Schwartz read the election results into the record:

Commissioner, Position 1 (Vote for 1)

6981 ballots (0 over voted ballots, 0 overvotes, 1179 undervotes), 18389 registered voters, turnout 37.96%

Scott Hege	4099	70.65%
Cynthia Bearss	1681	28.97%
Write-in	22	0.38%
Total	5802	100.00%
Overvotes	0	
Undervotes	1179	

Commissioner, Position 3 (Vote for 1)

6981 ballots (1 over voted ballots, 1 overvotes, 406 undervotes), 18389 registered voters, turnout 37.96%

Rod Runyon	3151	47.93%
Phil Brady	3398	51.69%
Write-in	25	0.38%
Total	6574	100.00%
Overvotes	1	
Undervotes	406	

Ms. Gambee noted that Commissioner Hege will resume his position and Commissioner-Elect Brady will assume his position on the 1st Monday in January, 2023.

Chair Schwartz congratulated Commissioner Hege and Commissioner-Elect Brady.

Agenda Item – ORMAP Agreement

Wasco County Survey & Engineering Technician Ivan Donahue stated that Wasco County is seeking \$42,480 to collect 84 control points in preparation for the conversion of Wasco County's Assessor's Tax Maps to meet state technical specifications. Once this is complete, we will move on to the remapping work which is also supported through state grants.

Mr. Donahue went on to say that in 2018, Lane County stopped providing remapping services. We are currently pursuing in-house remapping. The software being used is through Ezra who is ending the current version and moving to an updated version. He stated he has been training over the past 3 years to use the new software and leveraging grants to complete the remapping.

Chair Schwartz asked about how the remapping is done. Mr. Donahue explained that we collect the control points with an associated GPS point which is applied to

aerial photography to get more accurate maps. County Surveyor Brad Cross said that we will be moving the lines to fit the real world, striving for accuracy within 1-5 feet.

Chair Schwartz asked if Google maps will get fixed. Ms. Amery replied that it is a totally different source; these maps are for tax purposes. We identify the property and then value it. This will push more information out and is a very meaningful project and very complex work.

Chair Schwartz asked if some property owners will be upset. Mr. Cross replied that it could go either way but it will likely just be helpful. Ms. Amery said that typically what happens is that an owner will see a map that shows a property line going through their garage and they call.

Commissioner Hege asked the source of the aerial photography. Mr. Cross explained that they use rectified photography because our planet is round and the maps are flat. It is not perfect but we are working to make it as accurate as possible. We get them from multiple sources through data sharing at the state level.

Commissioner Hege asked about the LIDAR images. Mr. Cross replied that the LIDAR provides the 3-D layer.

Commissioner Hege asked if high-resolution pictometry is the best. Mr. Cross answered that it could be and we may move to that. Ms. Amery said pictometry will make it better.

Commissioner Hege said that it would be nice to have tutorial on how to use the maps on our site. Ms. Amery said that there is a tutorial on the site and we also do that in person at the Assessor's Office.

{{{Commissioner Hege moved to approve ORMAP Intergovernmental Agreement #DOR-103-22. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item – Global Grant Services
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Public Works Director Arthur Smith reviewed the memo included in the Board Packet. He explained that the company presented to the Management Team and he has pursued further conversations with them. He reported that they have done work with Jefferson County which has seen some real progress.

Mr. Smith went on to say that the company is veteran-owned and tries to hire veterans; they seek to serve government entities who do not want to have a full-time employee to seek and write grants. There are a lot of grant services for non-

profits but not for public entities.

Mr. Smith explained that this is a month to month agreement which devotes a set amount of hours to us; however, if they do not do work in any given month, they will not bill us. He said he wants to continue to pursue the federal money being distributed, saying we need a seat at the table.

Commissioner Hege asked if this will just be Public Works or will other departments be using it. Sheriff Magill said that his department is already working with Arthur to be able to use the service.

Commissioner Hege asked where the money will come from. Mr. Smith replied that he has been discussing that with Mr. Stone. There are a number of departments that have expressed interest.

Commissioner Hege asked the status of the contract work on the load limited bridges project. Mr. Smith answered that it is going well and he is pleased with the work. They are doing the field work and will write the narrative we can use to apply for funding; there is five-years of obligated money – when they announce, we need to be ready to apply.

Chair Schwartz asked about the \$3,000 per month fee. Mr. Smith explained that it guarantees us a base number of hours. If there are grant opportunities, they will pursue them and bill us. This is not a retainer situation and is a little different than what we are used to seeing due to the cyclical nature of grants.

Chair Schwartz observed that it seems focused on federal and state funding in certain areas. She asked if they pursue grant funding for social services. Mr. Smith said that he will present that opportunity at an upcoming Management Team meeting.

Chair Schwartz asked if there are any examples of what Jefferson County has received. Mr. Smith said he would have to get that information, saying that they have the same concerns as we do as far as being left out of funding opportunities.

Ms. Biechler asked what their success rate is and if there is reimbursement for failed applications. Mr. Smith replied that they could not sustain their business if they reimbursed for failed applications as there is just no way guarantee success. Using a baseball metaphor, he said that we are currently in the stands watching the game; this agreement will get us to the plate with an opportunity to swing at the pitch. He said they are experts at their niche; he is very excited about this opportunity and motivated to work with them.

Chair Schwartz asked what the termination of the agreement is. Mr. Smith replied that it is month to month – we can walk away any time.

Commissioner Kramer stated that he is very excited that Mr. Smith has taken this on and run with it.

{{Vice-Chair Kramer moved to approve the Professional Services Agreement between Global Grant Services and Wasco County and, as a sole source provider, exempting it from the Wasco County Contracting Rules requirements. Commissioner Hege seconded the motion which passed unanimously.}}

Agenda Item – Market Wage

Ms. Biechler introduced Fiona Ferguson as our newly hired Human Resources Generalist, saying she is very happy to have her onboard.

Ms. Biechler explained that Wasco County's Wasco County's compensation philosophy pays attention to where wages are in the market. This year, the result for the overall cost of labor, which takes into account cost of living, went up by 6.5%; however, by the time the work was completed, the CPI has shifted rapidly and HR Answers updated their recommendation to 8% which took effect July 1st. Staff will see that reflected in their July 25th paycheck.

Mr. Stone said that in 2013 we began paying based on the cost of labor and it has been working well for us. That is reflected in the number of positions that changed grades this time – only 9; in 2013 all the positions had to change. This demonstrates that we are keeping up rather than having to catch up. We will be reviewing the overall compensation philosophy but the way we are approaching wages is working.

Chair Schwartz asked about the 9 positions that moved grades. Ms. Biechler explained that they were mostly administrative positions and the result of the shift in the workforce.

Discussion Item – Smoke Management Grant Amendment

Ms. Clark explained that the grant agreement had been approved by the Board and signed earlier this year for work to be managed by the 4H & Extension Service District. As the work began it was evident that the distribution formula did not reflect how the funding was being used. This amendment recognizes those changes as well as the references impacted by the changes. The terms of the agreement remain the same.

{{Vice-Chair Kramer moved to approve Amendment #1 to the DEQ Smoke Management Community Planning Grant Agreement #046-22. Commissioner Hege seconded the motion which passed unanimously.}}

Discussion Item – Climate Change Committee Resolution

Mr. Stone explained that this resolution was adopted by the City of the Dalles; in order for us to be a participant in the process, we need to adopt the same resolution

Commissioner Hege asked if they have they met or are still forming. Mr. Stone replied that they have met twice but not as a formal committee. There is another meeting this week. Once the resolution is adopted by the County it will be official. Right now, the Committee is working on their scope, mission and how they will work. This is a one-year committee that can be extended.

Chair Schwartz said it is good to formally recognize the Committee. She asked what determines when we do or do not formalize. Mr. Stone replied that the City has a different process and we are following that. Chair Schwartz commented that they did not go through this process when forming the Task Force on Homelessness.

{{Commissioner Hege moved to approve Resolution 22-009 concurring with the Mayor of The Dalles' appointment of a Joint Climate Resiliency Ad-Hoc Committee. Vice-Chair Kramer seconded the motion which passed unanimously.}}

Agenda Item – Psilocybin Manufacturing and Service Centers

Planning Director Kelly Howsley-Glover reviewed the presentation included in the Board Packet. She explained that Measure 109 will take effect in September with licensing through OHA to begin in January, 2023. It is an opt-out process – unless a County opts out, they are automatically opted in. We could be faced with applications for which we have no time, place and manner regulations unless we begin the process now. Staff's recommendation is to fold this work into the pre-scheduled Land Use and Development Ordinance updates to adopt the following:

- Listing manufacturing of psilocybin as a farm use in zones, with limitations on outdoor growing and that they are not eligible for farm dwellings and farm stands
- Allowing service centers in commercial zones only, including RC, TV-C and WAM C-2
- A standalone chapter that lists additional restrictions on service centers, including location and any other feedback we receive during the LUDO update process.

Ms. Howsley-Glover went on to explain that product must be consumed on-site at a service center staffed with licensed practitioners. The service center cannot be

a primary residence and the consumer must be on site for up to 12 hours following a dose. It is used for things like PTSD and is not intended for recreational use. Service centers cannot be within 1,000 feet of a school. There are only a handful of properties in the county that would be eligible to have a dispensary.

Commissioner Hege asked if the manufacturing is more likely than the service centers in Wasco County – at least in the County’s jurisdiction. Ms. Howsley Glover replied that all counties are working toward this; other jurisdictions have the ability to co-site this service with other money-making services as the psilocybin is not likely to generate a lot of income. We are not likely to see this right away. There are some concerns on the farm use as it has to be done indoors – we are likely to see this only in existing sites.

Vice-Chair Kramer said this process is most important as we could see indirect consequences that put a strain on law enforcement. It will be interesting to hear what our community members think.

Chair Schwartz asked about the restriction on farm dwellings. Ms. Howsley-Glover explained that there was a lot of concern about the legalization of marijuana allowing dwellings across the state on agricultural land. If they already have a dwelling, they can have an agricultural building for the manufacturing.

Chair Schwartz asked if recreational use is allowed under statute. Ms. Howsley-Glover replied that the final version is not complete, but there isn’t a distinction between medical and recreational - it just has to be licensed and follow the rules. She said that is her assumption.

Chair Schwartz asked if odor issues are associated with the inside manufacturing. Ms. Howsley-Glover replied that she does not believe there have been reports of problems with odor.

Chair Schwartz asked what is meant by a licensed practitioner. Ms. Howsley-Glover answered that it is a specific licensing process just for the administration of psilocybin.

Chair Schwartz asked for confirmation that the ballot measure passed in Wasco County. County Counsel Kristen Campbell confirmed that it did. She said that there is a provision that would allow the County to propose an ordinance to the electorate in November to opt out, but the ballot measure was slightly approved by voters in Wasco County.

Mr. Stone stated that we are taking the position that it passed and we would much rather have the ability to regulate through time, place and manner than to get

into a philosophical discussion as to whether it is right or wrong. This gives us the opportunity to put guard rails in place.

Ms. Howsley-Glover said that these go in place Jan 1st and if we do not get time, place and manner regulations in place, we default to State regulations which means it would be allowed throughout Wasco County. Our top priorities are children and safety. It takes us 3 months to get through the legislative process.

Mr. Stone added that all counties are facing this; Ms. Howsley-Glover is here today to provide education to the Board.

Commissioner Hege commented that through the public process, we will get a lot of input and it will come to the Board for approval.

Ms. Gambee asked what impact our time, place and manner regulations have on the municipalities. Ms. Howsley-Glover replied that our ordinance only applies to unincorporated areas outside of the National Scenic Area. The cities will need to go through a separate process.

Discussion Item – APHIS Wildlife Services

Ms. Clark explained that for many years the County has contracted with the USDA through their Animal & Plant Health Inspection Service for predator control. Last year the County engaged Belozor Enterprises for large predator control and are using APHIS for nuisance animals such as the birds that flock to the landfill. The agreement is capped at \$5,000.

{{Vice-Chair Kramer moved to approve the USDA APHIS Wildlife Services Work and Financial Plan for 2022-2023. Commissioner Hege seconded the motion which passed unanimously.}}

Discussion Item – Appointments

Sheriff Lane Magill said that he is now co-chairing the Local Public Safety Coordinating Council with Ms. Rogers. These appointments are for 3 at-large members, one of which has replaced Jeff Justesen as manager of the Juvenile Detention Center at NORCOR.

{{Commissioner Hege moved to approve Orders 22-028, 22-029 and 22-030 appointing Tom McCoy, Ted Franks & Daniel White to the Local Public Safety Coordinating Council. Vice-Chair Kramer seconded the motion which passed unanimously.}}

Ms. Clark said that the Bakeoven/Buck Hollow Watershed Council is the newest of the watershed councils in Wasco County and has the fewest members. The current members of the council are in support of Vicki Ashley's appointment to

the Council.

{{{Vice-Chair Kramer moved to approve Order 22-031 appointing Vicki Ashley to the Bakeoven/Buck Hollow Watershed Council. Commissioner Hege seconded the motion which passed unanimously.}}}

Consent Agenda – 6.1.2022 & 6.21.2022 Minutes

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

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

Agenda Item – MCEDD Transportation IGA

Mid-Columbia Economic Development District Deputy Director for Transportation Kate Drennan said that this is just an update to recognize the grant funding for the Link routes. We have been awarded the grant and this updates our agreement in anticipation of the ODOT agreement.

{{{Vice-Chair Kramer moved to approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District for management of public transportation under the FTA 5310 Discretionary Grant Program pending information from ODOT to complete the agreement. Commissioner Hege seconded the motion which passed unanimously.}}}

Chair Schwartz called a recess at 10:45 a.m.

The Session resumed at 10:50 a.m.

Agenda Item – Public Health Modernization

North Central Public Health District Executive Director Shellie Campbell reviewed the presentation included in the Board Packet. She explained that the focus of House Bill 2348 is to modernize Public Health to meet needs.

Throughout the pandemic the importance of leadership and organizational competencies showed through. In addition, the value and significance of community partnerships came to the forefront.

Prior to the COVID pandemic, an eastern Oregon collaborative was organized to work on modernization with NCPHD taking on management of the grant and fiscal oversight. The focus was on STDs and Health Equity. Work shifted in 2020 to address the pandemic.

In 2022 we are moving back to modernization work with a broader focus to include environmental health, communicable disease, public health emergency

preparedness, public health workforce and infrastructure, access to clinical care services and an equity lens on all programs and services. A lot of the changes are a result of the pandemic response.

She went on to say that as we shifted away from COVID, community based organizations (CBOs) were invited to apply for modernization funding to support Public Health's efforts. They are still reviewing applications a developing scope of work and requirements. The FY24/25 has increased funding but that is yet to be approved and allocated so we do not know what that will be.

Ms. Campbell explained that many of the CBOs have focus populations that are narrower than Public Health's focus and are useful for outreach and education. Unfortunately, local Public Health was not included in the initial conversations around the funding of CBOs and it was rolled out without Public Health input which caused some challenges; for example, many applied to do tobacco work which NCPHD already does. It would make sense to collaborate on that work and maximize the available resources. Those concerns were shared with the Oregon Health Authority and as they develop agreements, they are recommending that the CBOs work with local Public Health. Some of the CBOs are out of Portland and we do not know how they will operate in our area. For the work to be done effectively, we needed to have a relationship with them and work together.

Chair Schwartz commented that this began 8 years ago we are finally getting a little bit of funding to move this forward. We are asking for a lot more. Public Health can be very complicated. Ms. Campbell added that over the next few months they will be working on structure and implementation through their strategic plan. There will also be a focus on the impacts of climate change.

Chair Schwartz commented that it will be good to stay on top of the CBOs to make sure they are actually doing work in our region. She asked Ms. Campbell if we will be moving forward with regional work. Ms. Campbell replied affirmatively saying that they will shift as much as they can to what each county needs.

Chair Schwartz asked if COVID will still be a big part of it. Ms. Campbell said that it will be as COVID is still here - we are surging in Wasco County. That takes staff away from the modernization work.

Chair Schwartz thanked Ms. Campbell for her report.

Agenda Item – Food Bank Updates
--

Columbia Gorge Food Bank Community Philanthropy Manager Silvan Shawe reviewed the presentation included in the Board Packet. She noted that hunger

numbers are from 2019 and we have seen a sharp increase in demand. The numbers are always underreported.

Ms. Shawe explained that hunger and food insecurity is a poverty issue. Living costs have risen dramatically over the last year. When you look at a household budget - the budget pinched first is the food. The living wage estimates the cost of housing at \$800 per month which is unrealistic.

Ms. Shawe said their work is supported by federal and state funds, grants and donations. They have a staff of seven. She said they try to provide culturally appropriate foods. She added that the Backpack program will be moving into the new warehouse with them.

Ms. Shawe reported that through a Google Grant they have been able to double the value of electronic benefits purchases at the Farmers Market for fresh local produce. Demand has increased and they have doubled the food being delivered.

Ms. Shawe stated that renovations are underway. Construction on the new warehouse began last month and they are hoping to be in by November. It will be 11,000 square feet with 2,000 square feet for cold storage. Their current space is just 2,000 square feet. The new space will have wash stations to allow them to repackage food into deliverable portions. The total cost for the new space is \$3.5 million which is up from the original estimate of \$2.8 million due to the increased cost of materials.

Ms. Shawe pointed out that volunteers make their work possible – they raise money, advertise, host food drives, advocate for food access and equity and stay informed through the mailing list and social media.

Commissioner Hege asked if community gardening is part of the effort to address food insecurity. Ms. Shawe replied that they will have community gardens and education on container gardens and how to cook. There is already a community garden through the South Wasco Alliance.

Commissioner Hege asked the source of capital for the expansion and if that facility serving the same geographical area. Ms. Shawe answered that the primary funding for the space came from a private donation of \$1 million. Since then, they have applied for congressionally dedicated funding and funding from the Oregon Food Bank. Their focus is still Hood River, Wasco and Sherman Counties, but they work closely with others in our region. They continue to expand outreach to the more rural areas.

Commissioner Hege asked how it works for them to be a branch of the Oregon Food Bank. Ms. Shawe responded that it is a strong network of regional food banks. The goal is for them to be independently operated become their own 501 3C. They are working to build a network of local support.

Chair Hege noted that it is good to be a branch as it brings a lot of funding. It is challenging to be independent. Ms. Shawe added that it also allows them to bring in resources from USDA. She said that Oregon Food Bank has been advocating federally. Locally we have other challenges such as transportation and stable housing - it is all connected.

Chair Schwartz asked about the Google funding. Ms. Shawe said they applied for and received \$250,000 in grants for a community kitchen, food system support, farmers' market snap match, etc.

Chair Schwartz asked how you can donate through the website. Ms. Shawe said that the link is in presentation; people can also send a check or stop by.

Chair Schwartz commented that \$800,000 is still needed to complete construction. Ms. Shawe said that they have some proposals for funding and they are optimistic; they have also seen a lot of community support.

Commissioner Hege asked how people can volunteer. Ms. Shawe explained that there are volunteer forms through website or people can call or email. Currently, they are looking for volunteers for the Wahtonka distribution center - preferably bilingual volunteers.

Commissioner-Elect Brady asked about the schools? Ms. Shawe said they work closely with the schools. Commissioner-Elect Brady asked about the Meals on Wheels program. Ms. Shawe explained that they are funded separately through a national program. She said the food bank also helps distribute food boxes throughout the community.

Commission Call

Commissioner Hege said he will be attending the National Association of Counties this month; if there are any issues the other Commissioners would like brought forward, please get that information to him. Commissioner Kramer said he would like mental health, PILT (payment in lieu of taxes) and Schools to Roads funding brought forward.

Chair Schwartz announced that we have received notification that COVID cases and hospitalizations are up in Wasco & Hood River Counties. Public Health is

recommending masking in all indoor public spaces and crowded outdoor spaces.

Chair Schwartz adjourned the session at 11:48 a.m.

Summary of Actions

MOTIONS

- **To approve the Intergovernmental Agreement for Personnel Services provided by Molly Rogers between Mid-Columbia Center for Living and Wasco County.**
- **To approve Order 22-027 designating a newspaper for the publication of the annual foreclosure list.**
- **To approve ORMAP Intergovernmental Agreement #DOR-103-22.**
- **To approve the Professional Services Agreement between Global Grant Services and Wasco County and, as a sole source provider, exempting it from the Wasco County Contracting Rules requirements.**
- **to approve Amendment #1 to the DEQ Smoke Management Community Planning Grant Agreement #046-22**
- **To approve Resolution 22-009 concurring with the Mayor of The Dalles' appointment of a Joint Climate Resiliency Ad-Hoc Committee.**
- **To approve the USDA APHIS Wildlife Services Work and Financial Plan for 2022-2023.**
- **To approve Orders 22-028, 22-029 and 22-030 appointing Tom McCoy, Ted Franks & Daniel White to the Local Public Safety Coordinating Council.**
- **to approve Order 22-022 directing the Public Works Director to prepare a report on the proposed vacation of certain roads and portions of roads located within the Columbia Crest Additions North of Cherry Heights Road, The Dalles, Oregon; Sections 4 & 5, Township 1 North, Range 13 East, Willamette Meridian.**
- **To approve Order 22-031 appointing Vicki Ashley to the Bakeoven/Buck Hollow Watershed Council.**
- **To approve the Consent Agenda – 6.1.2022 Regular Session Minutes & 6.21.2022 Special Session Minutes.**
- **To approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District for management of public transportation under the FTA 5310**

Discretionary Grant Program pending information from ODOT to complete the agreement.

Wasco County
Board of Commissioners

Kathleen B. Schwartz, Commission Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner



AGENDA ITEM

Outdoor Mass Gathering Hearing

[STAFF PRESENTATION](#)

[SUMMARY OF INFORMATION & CONDITIONS](#)

[COMMISSION OPTIONS/STAFF RECOMMENDATIONS](#)

[MAPS](#)

[STAFF REPORT](#)

[PUBLIC & AGENCY COMMENTS](#)

[SOUND MANAGEMENT ADDENDUM](#)

[OMG APPLICATION](#)

[ORDER 22-032 PERMITTING CANYON VIBRATION OUTDOOR MASS
GATHERING](#)

[MOTION LANGUAGE](#)



Planning Department



Wasco County Board of Commissioners
Public Hearing
July 20, 2022
“Canyon Vibration” Outdoor Mass Gathering

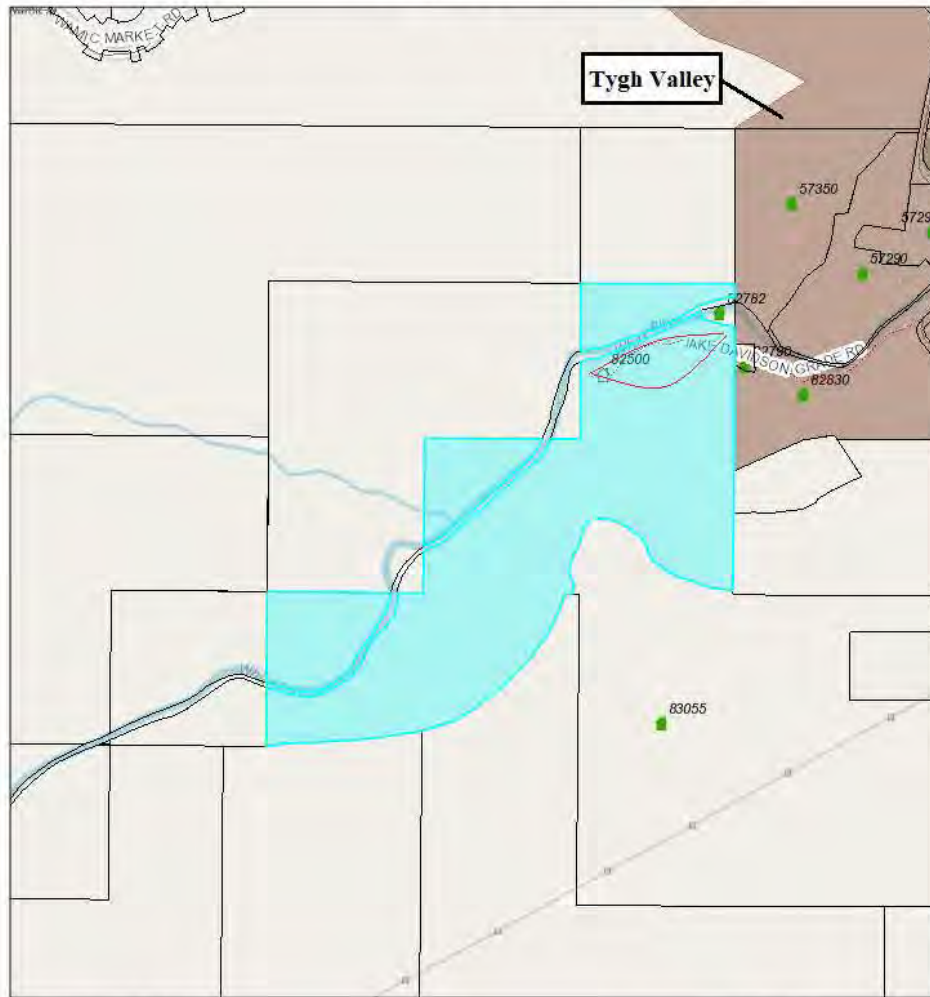
Applicants: Peter Marks & Spencer Miles
(Occasion Vibraton LLC)
Owner: Jonnie L. and Fred A. Justesen

(921-22-000078-PLNG)

Request

- Outdoor Mass Gathering permit for a music and art festival which includes camping entitled “Canyon Vibration”
- Date of event: September 9-11, 2022.
- Maximum attendance: 700 including staff & volunteers
- Location: White River Canyon, Justesen Ranch, Tygh Valley

Subject Parcel



5/27/2022, 10:37:45 AM



Taxlots



Subject Parcel



Gathering Location

1:18,056

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

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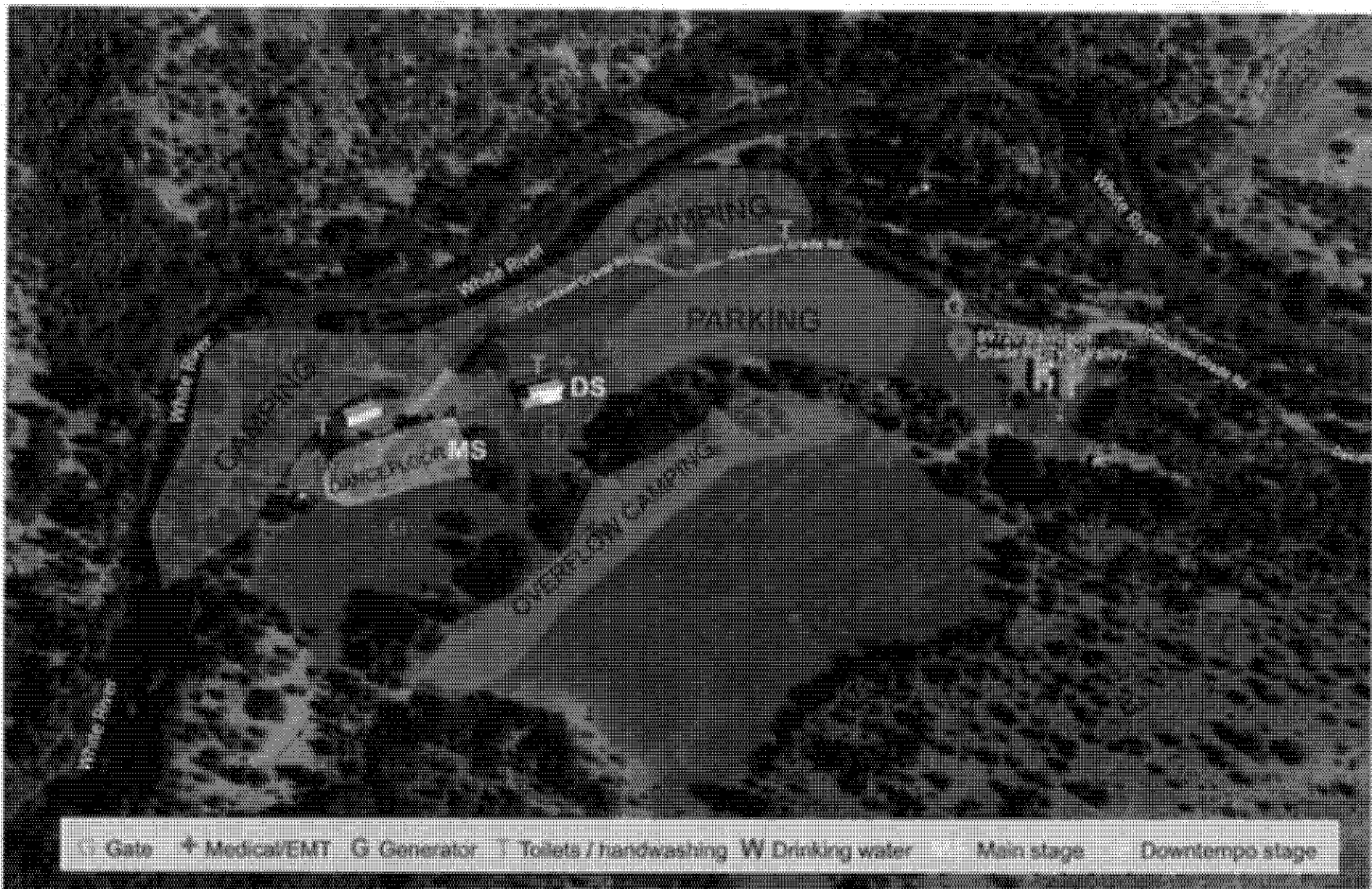
This product is for informational purposes and has not been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



Vicinity Map

Tax Lot#	Acct#	Acres
4S 13E 0 2200	12314	163.62

Site Plan



Process Requirements

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.

Process Requirements

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: July 6, 2022
 - Notice mailed on June 30, 2022.

Standards Addressed

ORS 433.750(1) – *Updated 2019 Legislative Language*

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.

Key Questions

- 1) Does the proposal meet the “Outdoor Mass Gathering” definition?
- 1) Does the request demonstrate compliance with or the ability to comply with the applicable health and safety rules?

Standards Addressed

Oregon Administrative Rule (OAR) 330 Division 39

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

Staff Recommendation

Staff Recommends:

Approval of the application for an Outdoor Mass Gathering, subject to the conditions contained in the Order dated July 20, 2022.

Questions



PLANNING DEPARTMENT

2705 East Second Street • The Dalles, OR 97058
p: [541] 506-2560 • f: [541] 506-2561 • www.co.wasco.or.us

Pioneering pathways to prosperity.

SUMMARY OF INFORMATION

Prepared for Wasco County Board of Commissioners Hearing

HEARING DATE: July 20, 2022

FILE #: 921-22-000078-PLNG

PUBLISH DATE: July 6, 2022

REQUEST: Outdoor Mass Gathering permit for a music and art festival, which includes overnight camping, entitled "Canyon Vibration," September 8-11, 2022. Event setup will begin September 8, at 11:00am, the event will begin September 9, at 4:00pm, and will end on September 11. Final teardown and cleanup will be completed on September 11, at 3:00pm, for a total event time of 76 hours. Estimated attendance is 700 including staff and volunteers.

RECOMMENDATION: Approval, with conditions

APPLICANT/OWNER INFORMATION:

Applicant: Peter Marks & Spencer Miles, Occasion Vibration LLC, 3939 SE Kelly St, Portland, OR 97202

Owner: Fred Justesen and Jonnie Justesen, Justesen Ranch Recreation, 59720 Twin Lakes Road, Grass Valley, OR 97029.

PROPERTY INFORMATION:

Located in the White River Canyon, along the western end of Jake Davidson Grade Road, immediately south of Tygh Valley, Oregon. More specifically described as:

<u>Existing Tax Lots</u>	<u>Acct#</u>	<u>Acres</u>
4S 13E 0 2200	12314	163.62

ATTACHMENTS:

Prepared by Sean Bailey, Associate Planner

- A. Summary of Information & Conditions
- B. Commission Options & Staff Recommendation
- C. Maps (vicinity map and site plan)
- D. Staff Report
- E. Public & Agency Comments

ATTACHMENT A – Summary of Information & Conditions

The full staff report with all proposed findings of fact and conclusions of law is enclosed as **Attachment D** and was available at the Wasco County Planning Department for review one week prior to the July 20, 2022, public hearing. The full staff report is made a part of the record. This summary does not supersede or alter any of the findings or conclusions in the staff report, but summarizes the results of Staff's review and recommendation. The request and subsequent decision do not constitute land use decisions, as governed by Oregon law. All applicable standards are addressed in **Attachment D**.

Subject to the proposed findings contained in **Attachment D**, Staff recommends the following **conditions of approval**:

- A. Applicant and property owners shall comply with the application as reviewed and approved by the staff report, which is available at the Wasco County Planning Department. This report details the restrictions on aspects of the proposed event including but not limited to location, dimensions and use. This decision does not constitute tacit approval for any other development or use.
- B. **Attendance:** Maximum attendees for Canyon Vibration shall be 700, including staff and volunteers necessary to operate the event safely and effectively.
- C. **Insurance:** Applicant shall submit proof of a Commercial General Liability Insurance policy of not less than \$1,000,000 specific to Canyon Vibration, naming Wasco County, its officers, agents, volunteers, and employees as an additional insured for the duration of the event and event clean up.
- D. **Water Supply:** Applicant shall comply with OAR 333-039-0015 requiring that 12 gallons of water are available per person, per day of the event and 5 gallons of water are stored per person, per day of the event. Any testing and hauling of drinking water shall be consistent with the *2008 Drinking Water Hauling Guidelines* and is coordinated with the North Central Public Health District. To meet this requirement, the applicant has proposed meeting part of the 5 gallon/person/day requirement by requiring that event participants bring their own water (at least 2 gallons/person/day), supplying six 20-gallon hand washing stations (to be serviced daily), and storing 200,000+ gallons approximately 1-mile away which will be provided by Tygh Valley Water through contract.
- E. **Water Quality:** All transport of water shall follow the standards contained within the *2008 Drinking Water Hauling Guidelines*. Documentation shall be provided by the applicant to demonstrate compliance with these guidelines, including the forms supplied by the State/North Central Public Health District to track chlorine levels of potable water when delivered. The chlorine that is being used to increase the chlorine levels needs to be an NSF certified product. There should a copy of that document available when the inspection takes place.
- F. **Gray Water:** No gray water is anticipated by the applicant. In coordination with the North Central Public Health District, the applicant shall develop a plan for unanticipated gray water storage needs.
- G. **Refuse Storage and Disposal:** The applicant anticipates minimal refuse storage and disposal needs. Given that the event spans a holiday weekend, the applicant shall provide a plan for unanticipated refuse storage and disposal that is consistent with OAR 333.039.0030.
- H. **Food and Sanitary Food Service:** All food vendors shall comply with the applicable food and sanitary food service requirements listed in OAR 333-039-0035 and shall make themselves available for

ATTACHMENT A – Summary of Information & Conditions

inspection during the event. Furthermore, only vendors with valid licenses, as provided by the Oregon Health Authority, shall be contracted to prepare and provide food for the event.

- I. **Emergency Medical Facilities:** The applicant shall implement proposed emergency medical services outlined in the 2022 Letter of Intent from Adventure Medics. The applicant shall comply with any additional emergency medical services required or recommended by the local fire and emergency service providers having jurisdiction, as well as with North Central Public Health District requirements.
- J. **Fire Protection:** The applicant shall secure written statements from the local fire protection agency having jurisdiction that fire protection and fire safety access complies with state and local laws, ordinances and regulations, and is satisfactory with respect to anticipated crowds and location.
- K. **Security Personnel:**
 - 1. At least one Department of Public Safety Standards and Training (DPSST) certified supervisor must be on shift at all times.
 - 2. Within event staff, a single point of contact must be clearly identified for security and law enforcement. Contact information for this individual shall be provided to the Wasco County Sheriff Department prior to the event.
 - 3. Applicant shall coordinate radio frequencies to be used during the event with the Wasco County Sheriff Department to prevent disruption of local emergency service provider communications.
- L. **Traffic:**
 - 1. The Traffic Control Plan shall be implemented as submitted. If changes are proposed, they must be coordinated and approved by the Wasco County Public Works Department prior to the event.
 - 2. Each vehicle parking space shall have a minimum width of 10 feet and a minimum length of 20 feet, and parking shall be clearly marked. Parking shall be arranged to provide clear access to exits at all times.
 - 3. If the organizers decide to place signs along roadways for the events, appropriate permits will be attained through the necessary agencies.

ATTACHMENT B – COMMISSION OPTIONS & STAFF RECOMMENDATION

Under ORS 433.750, the Board of County Commissioners is the only body authorized to issue an outdoor mass gathering permit in Wasco County. While Wasco County has exercised its authority to expand the definition of outdoor mass gathering, the only applicable regulations are those contained in ORS 433.735 to 433.770 and OAR 333 Division 39.

The following Staff Report provides important background information and addresses the applicable standards. After reviewing the applicable regulations, Staff has identified the following four options for consideration by the Board of County Commissioners.

Board of County Commissioner Options:

1. **Approve** the application for an Outdoor Mass Gathering, and accept the proposed conditions and findings contained in the Staff Report.
2. **Approve** the application for an Outdoor Mass Gathering with amended findings and conditions.
3. **Deny** the application with amended findings that the request does not comply with the applicable health and safety regulations contained in ORS 433.735 to 433.770 and OAR 333 Division 39.
4. If additional information is needed, keep the evidence record open, and continue the hearing to a date and time certain to allow the submittal of additional information.
5. Close the evidence record, and continue the hearing to a date and time certain to allow the submittal of additional information.

Staff Recommendation:

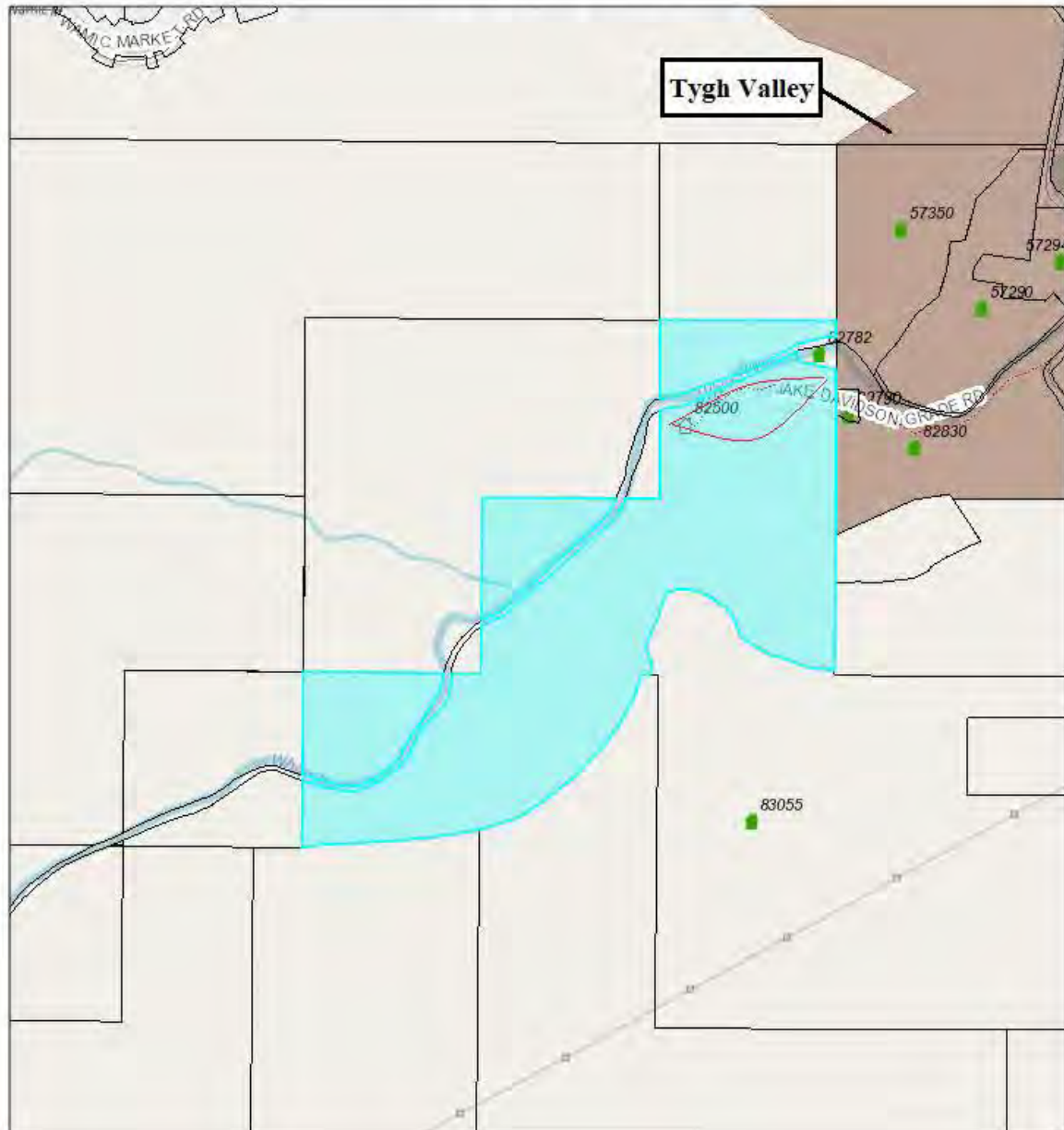
Staff recommends **Option 1** – Approve the application for an Outdoor Mass Gathering, and accept the proposed conditions and findings contained in the Staff Report (**Attachment D**).

ATTACHMENT C – MAPS

Vicinity Map

Applicant: Peter Marks & Spencer Miles, Occasion Vibration LLC
Owners: Jonnie L. Justesen, et. al.

Subject Parcel



5/27/2022, 10:37:45 AM



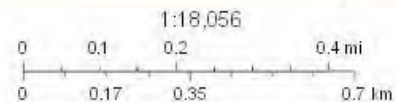
Taxlots



Subject Parcel



Gathering Location



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This product is for informational purposes and has not been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



ATTACHMENT C – MAPS

Site Plan

Applicant: Peter Marks & Spencer Miles, Occasion Vibration LLC
Owners: Jonnie L. Justesen, et. al.



ATTACHMENT D – STAFF REPORT

File Number: 921-22-000078-PLNG

Applicant: Peter Marks & Spencer Miles, Occasion Vibration LLC

Property Owner: Jonnie L. and Fred A. Justesen

Request: Outdoor Mass Gathering permit for a music and art festival, which includes overnight camping, entitled “Canyon Vibration,” September 8-11, 2022. Event setup will begin September 8, at 11:00am, the event will begin September 9, at 4:00pm, and will end on September 11. Final teardown and cleanup will be completed on September 11, at 3:00pm, for a total event time of 76 hours. Estimated attendance is 700 including staff and volunteers.

Event Location: White River Canyon, at the western end of Jake Davidson Grade Road, immediately southwest of Tygh Valley, Oregon. More specifically described as:

<u>Tax Lot#</u>	<u>Acct#</u>	<u>Acres</u>
4S 13E 0 2200	12314	163.62

Zoning: Exclusive Farm Use (A-1) Zone, A-1 (160)

Procedure Type: Public Hearing, Wasco County Board of Commissioners

Staff Recommendation: **Approval**, with conditions

Hearing Date: July 20, 2022

Hearing Location: Wasco County Courthouse, Room 302
511 Washington St
The Dalles, OR 97058

Zoom Link: You can join the meeting at
<https://wascocounty-org.zoom.us/j/3957734524>
or call in to 1-253-215-8782 Meeting ID: 3957734524#

Prepared By: Sean Bailey, Associate Planner

Past Actions:

921-19-000169-PLNG	Soak 2020 Art Festival “Cancelled”
921-18-000183-PLNG	Soak 2019 Art Festival
921-PLAOMG-17-09-0003	Soak Art Music Festival
921-PLAOMG-16-12-0003	Soak Art Music Festival

921-PLAOMG-16-01-0001	Soak Art Music Festival
921-PLAOMG-14-12-0003	Art Festival
921-PLAARC-08-05-3756	PLAARC-08-05-3756 - (LOC-05-WR) Water right

I. APPLICABLE STANDARDS

A. Wasco County Land Use & Development Ordinance (WCLUDO)

Chapter 3 - Basic Provisions

Section 3.210.B.13. (Uses Permitted Without Review: Commercial Uses)

B. Oregon Revised Statute (ORS)

ORS 433.735 to 433.770 - Regulation of Outdoor Mass Gatherings

ORS 433.750 (Permit application; procedure for issuance of permit; fee)

ORS 433.755 (Additional information; liability of permit holder; casualty insurance; county as additional insured)

C. Oregon Administrative Rules (OAR)

OAR 333 Division 39 - Regulations Governing Health and Safety at Outdoor Mass Gatherings

OAR 333-039-0015 (Water Supply)

OAR 333-039-0020 (Drainage)

OAR 333-039-0025 (Sewerage Facilities)

OAR 333-039-0030 (Refuse Storage and Disposal)

OAR 333-039-0035 (Food and Sanitary Food Service)

OAR 333-039-0040 (Emergency Medical Facilities)

OAR 333-039-0045 (Fire Protection)

OAR 333-039-0050 (Security Personnel)

OAR 333-039-0055 (Traffic)

II. BACKGROUND

A. Legal Parcel:

Section 1.090 of the Wasco County Land Use and Development Ordinance (LUDO)

(Legal) Parcel - A unit of land created as follows:

(a) A lot in an existing, duly recorded subdivision; or

(b) A parcel in an existing, duly recorded major or minor land partition; or

(c) By deed or land sales contract prior to September 4, 1974.

The subject parcel, Tax Lot 4S 13E 16-15 2200, was approved in its current configuration in 1995 by Property Line Adjustment Plat PLA-95-108-WAA18-A (Document# 1995-4336, Slide# C-13B) recorded with the Wasco County Clerk on November 7, 1995. This is consistent with the LUDO definition of a legal parcel because it was created by an existing, duly recorded land partitions. In addition to the recorded plats, deed documentation provided by the applicant confirms Fred and Jonnie Justesen are the owners of the subject parcels.

- B. Site Description:** The subject property consists of variable terrain and slopes with some level areas near Jake Davidson Grade Road; gently rolling hills maintained as pasture between the road and basalt rock buttes to the south; and the shoreline of the White River to the north. Much of the property is bordered by a buffer of oak and pine trees. Existing improvements to the property include residential development and agriculture structures. A portion of the White River also crosses through the subject property. The photo below was taken by staff at a previous site visit for a past event and provides an example of the characteristic landscape of the event site:



- C. Surrounding Land Use:** The subject parcel is located in the White River canyon, south of Tygh Valley. Within the canyon, lands contain a mixed forest of oak and pine trees with some open pastures and grassy areas. Outside of the canyon, the landscape rises in elevation with steep basalt rock outcrops and large buttes. Orchard and haying farm activities are visible in aerial photographs to the north and south of the event site. Two large tracts of public land zoned Exclusive Farm Use are located directly north and west of the property. Private properties to the north east are zoned Tygh Valley Residential. Properties to the south are zoned Exclusive Farm Use, are privately owned, and appear to be active ranching lands.

Using Wasco County GIS 2018 Aerial Oregon State Imagery, an analysis of surrounding tax lots indicates that much of the community of Tygh Valley, including dozens of dwellings, is located within one mile of the proposed event. Most of the dwellings within one mile are located north of the event site, on the other side of a butte which provides intervening topography. The nearest dwellings are located on the subject parcel and on adjacent parcels also owned by Jonnie Justesen.

- D. Public Notice & Comments:** Per ORS 433.750(4), notice of the public hearing was published on July 6, 2022, in *The Dalles Chronicle*. Additionally, on June 30, 2022, staff mailed the hearing notice to all owners of property within 750' of the subject parcel, e-mailed partner agencies, and posted the application materials and hearing notice on the Planning Department website.

Agency Comments: The applicant was encouraged to work with agencies and departments directly to coordinate event and event application needs. Upon deeming the application complete, Staff notified partner agencies on May 27, 2022, and invited additional written comments. Multiple comments were received and are provided for within this Staff Report.

Pertaining to noise level, Sheriff Lane MaGill had concerns regarding noise levels of music playing after 12:00am (Midnight) and the surrounding properties, noting that they had received noise complaints from similar events in the past. Event Organizers have asked to play music until 5:00am in the morning if possible, and have worked with Sheriff MaGill to help alleviate his concerns. Occasion Vibration will be utilizing a smaller sound system than past events, will be facing the speakers away from nearby residents, and have proposed conducting sound checks and keeping a log every 30-minutes of music, which will be relayed to the sound engineers for possible adjustments. With the updated addendum regarding sound management, Sheriff Magill commented, "I think that is pretty much what we are looking for. We may need to do some tweaking at the BOC meeting on the 20th, but for now it is a good start."

Additional comments were received and are provided for within this Staff Report.

III. FINDINGS:

A. Wasco County Land Use and Development Ordinance (LUDO):

Chapter 3 contains Basic Provisions for each zone. Section 3.210, Exclusive Farm Use Zone, Section 3.212.M allows outdoor gatherings as a commercial use permitted without review in the Exclusive Farm Use zone. It states:

"An outdoor gathering as defined in ORS 433.735 or other gathering of fewer than 3,000 persons that is not anticipated to continue for more than 120 hours in any three month period."

ORS 433.735(2) generally defines outdoor mass gatherings as an assembly of more than 3,000 persons which continues or can reasonably be expected to continue for more than 24 consecutive hours but less than 120 hours within any three-month period and which is held primarily in open spaces and not in any permanent structure. Additionally, the provision listed above includes the gathering of fewer than 3,000 persons that is not anticipated to continue for more than 120 hours in any three month period in the Exclusive Farm Use zone. **NOTE:** A gathering described above is not subject to a land use decision or land use permitting. A Permit is required for an outdoor mass gathering. Permit Application, notice, and fee requirements are outlined in ORS 433.750-755, to protect health and safety.

FINDING: The LUDO text addressing outdoor mass gatherings is more expansive than the language found in ORS 433.735(2) because the statute allows counties to "otherwise define" outdoor mass gatherings. Wasco County expanded the definition of outdoor mass gathering in some zones to also include gatherings of "fewer than 3,000 persons" in the course of legislative updates to the LUDO which became effective on January 17, 2006. Consequently, an outdoor mass gathering permit became a pathway for anyone seeking authorization for a gathering of fewer than 3,000 people that is reasonably expected to continue for less than 120 hours. All such gatherings described above are subject to the outdoor mass gatherings regulations found in ORS 433.735 to 433.770.

The applicant is requesting approval for an outdoor mass gathering for an art and music festival entitled, "Canyon Vibration," September 9-11, 2022, on the Justesen's property located at 89720 Jake Davidson Road Tygh Valley, Oregon. The application form states that 700 people are anticipated to attend.

As proposed, the first day of set-up will be Thursday, September 8, 2022. The event will begin September 9, 2022, and the box office will open to take tickets from participants. Participation in the event and arrival of additional participants will continue through September 10, 2022, with some exodus occurring throughout. The final clean up and final exodus will occur on September 11, 2022. Per the site plan and narrative submitted by the applicant, the event will be held primarily in open spaces and not in any permanent structures. The applicant proposes several temporary structures spread throughout the festival site including a box office, lounges/shade structures, and interactive art displays. Attendees will also be setting up temporary structures within their individual camps.

Based on proposed event characteristics, estimated number of attendees and schedule, staff finds that this event constitutes an Outdoor Mass Gathering as defined in LUDO Section 3.212.M and ORS 433.735. Staff recommends a **condition** that attendance be capped at 700, including staff and volunteers necessary to operate the event safely and effectively, as described throughout this report to be consistent with the size of event that has been coordinated with public health and safety agencies. With this condition, staff finds the request complies with Section 3.210.

Applicable rules from ORS 433.750-755 are addressed in Section III.B below.

Staff finds that the request complies with the requirements of A.

B. ORS 433.735 to 433.770 Regulation of Outdoor Mass Gatherings

433.750 Application for outdoor mass gathering for which county decides land use permit is not required; criteria; procedure; fee.

(1) Unless a county decides that a land use permit is required, the county in which an outdoor mass gathering is to take place shall issue a permit upon application 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.

*(***)*

FINDING: The Board of County Commissioners is the only body authorized to issue an outdoor mass gathering permit in Wasco County. Furthermore, the use of "shall" in ORS 433.750(1) seems to require issuance of the permit if the application demonstrates the ability to comply with the applicable health and safety rules. This interpretation is well-established in case law going back to 1982. It was 1000 *Friends v. Wasco County* (LUBA 82-039), which found:

*The legislature's decision to limit jurisdiction in this manner reflects the narrow range of review criteria and limited discretion available to the county governing body under ORS Chapter 433. (***) Land use considerations have no bearing on the decision to grant or deny an outdoor mass gathering permit given the limited criteria to be applied to the permit request.*

Staff is not aware of any case law, which explicitly prevents a county governing body from imposing reasonable conditions in conjunction with a permit approval. Staff recommends several conditions throughout this report to protect public health and safety. With the proposed conditions throughout this report, the request complies with ORS 433.750.

The referenced Oregon Health Authority rules (OAR 333 Division 39) are addressed beginning in Section III.C, below.

Staff finds that the request complies with ORS 433.750(1).

(2) Notice of the application must be sent by the county to the county sheriff or county chief law enforcement officer, the local health officer and the chief of the fire district in which the gathering is to be held.

FINDING: Staff notified the above partner agencies on May 27, 2022, of a complete application and invited additional written comments. Staff finds that the request complies with ORS 433.750(2).

(3) Each officer receiving notice of the application under subsection (2) of this section may comment in writing to the county not later than the hearing date. The comment may include recommendations related to the official functions of the officer as to granting the permit and any recommended conditions that should be imposed.

FINDING: Good faith coordination between both the applicant and partner agencies has been ongoing in order to address applicable regulations. Partner agencies were invited to submit additional comments once the current application was deemed complete. Notice of the application was provided to partner agencies on May 27, 2022, and additional comments were invited. Comments received have been made part of the record and are addressed throughout this report. Staff finds that the request complies with ORS 433.750(3).

(4) The county shall hold a public hearing on the issue of compliance with this section. Notice of the time and place of the hearing including a general explanation of the matter to be considered must be published at least 10 calendar days before the hearing in a newspaper of general circulation in the county or, if there is none, it must be posted in at least three public places in the county.

FINDING: A public hearing with the Wasco County Board of Commissioners was scheduled for July 20, 2022. Written notice of the hearing was published in The Columbia Gorge News newspaper on July 6, 2022, and mailed to adjacent property owners within 750 feet of the proposed event site on June 30, 2022. The application materials and hearing notice were also posted on the Wasco County Planning Department website on June 30, 2022. Staff finds that the request complies with ORS 433.750(4).

(***)

433.755 Additional information required before permit issued; liability of permit holder; casualty insurance; county as additional insured.

(1) In reviewing an application for a permit to hold an outdoor mass gathering, the county governing body may require such plans, specifications and reports as it may deem necessary for proper review and it may request and shall receive from all public officers, departments

and agencies of the state and its political subdivisions such cooperation and assistance as it may deem necessary. If the county governing body determines upon examination of the permit application that the outdoor mass gathering creates a potential for injury to persons or property, the county governing body may require organizers to obtain an insurance policy in an amount commensurate with the risk, but not exceeding the limitation for liability of a local public body under ORS 30.272 (3). The policy of casualty insurance shall provide coverage against liability for death, injury or disability of any human or for damage to property arising out of the outdoor mass gathering. The county shall be named as an additional insured under the policy.

FINDING: Due to the nature of the event, and that containing 700 participants in one area where exhibits are being built and participants are engaged in the interactive art projects, staff concluded that the proposed gathering creates a potential for injury to persons or property. During past events on the subject parcel, staff required the applicant to provide a Commercial General Liability Insurance policy of not less than \$1,000,000 specific to the organizers, and naming Wasco County, its officers, agents, volunteers, and employees as an additional insured within their application. A **condition** of approval is recommended requiring the applicant provide proof of insurance, consistent with ORS 433.755(1). With the condition, staff finds the request complies with ORS 433.755(1).

C. Regulations Governing Health and Safety at Outdoor Mass Gatherings - Oregon Administrative Rules 333 Division 39 (as referenced in ORS 433.750(1)):

Oregon Administrative Rule 333-039-0015 - Water Supply

(1) Required Amounts:

- (a) A minimum of 12 gallons per person per day shall be available for the anticipated assembly;*
- (b) Storage facilities equal to one day's total water usage shall be provided, unless a greater or lesser amount, with a minimum of five gallons per person per day, is determined by the Division as sufficient or necessary, based on the availability and quantity of the reserve water supply and the required water demands for toilets, food vendors, camping areas and other facilities;*
- (c) A Division approved well or water system may be used as a source of water, or in addition to Division approved outside sources, to meet all requirements;*
- (d) An amount of water equal to one day's total usage shall be kept in reserve at all times.*

FINDING: The applicant proposes event participants will bring enough water for the duration of the event themselves, and that any water needs not met by the participants will be available through Tygh Valley Water. Tygh Valley Water has been contracted to provide access to 16,800 gallons of water, which includes 8,400 per day in reserve.

North Central Public Health District Environmental Health Specialist Paula Grendel provided the following comment on June 30, 2022:

Environmental Health Specialist Paula Grendel (June 30, 2022)

I reviewed the proposed plans for the Non-Land Use Outdoor Mass Gathering “Canyon Vibrations” The Plans for water supply are sufficient.

Based on maximum attendance of 700 people (including attendees and staff/volunteers), 8,400 gallons of water per day would need to be available (700 people x 12 gallons per day = 8,400 gallons per day).

The Oregon Health Authority approves municipal water systems and enforces drinking water quality standards. Staff recommends a **condition** is included to ensure 12 gallons of water are available per person, per day of the event and any testing and hauling of drinking water consistent with the *2008 Drinking Water Hauling Guidelines* and is coordinated with the North Central Public Health District.

Due to the large supply and availability of municipal water sources within close proximity to the event, Staff recommends a **condition** of approval requiring storage facilities be provided to meet the minimum requirement of 5 gallons/person/day. Maximum attendance (700 people) would require water storage facilities of 3,500 gallons. To meet this requirement, the applicant has proposed meeting part of the 5 gallon/person/day requirement by requiring event participants to bring their own water (at least 2 gallons/person/day), supplying 6 20-gallon hand washing stations (to be serviced daily), and 200,000+ gallons of stored nearly 1 mile away through contract with Tygh Valley Water.

The applicant has interpreted (d) to require the same as “readily available.” Staff agrees that (d) does not explicitly require the reserve, equal to one day’s total usage, to be kept on site. Assuming “one day’s total usage” refers to 5 gallons/person/day (9,500 gallons), it is possible that the applicant can meet that requirement on site with the well water source, the 200,000+ gallons stored approximately 1 mile away, requiring participants to bring at least 2 gallons/person/day to enter the event and by providing the hand washing stations described above. Given this information, and the known availability of municipal water in the nearby area, Staff finds the reserve requirement of (d) is achieved. Staff finds the proposed source and supply method can provide the required volume, storage, and reserve of approved water for 700 people. Staff finds that the request complies with OAR 333-039-0015(1).

(2) Bacteriological and Chemical Requirements:

- (a) All water provided shall give a negative result for the presence of coliform bacteria when subjected to standard laboratory test procedures for detecting the presence of coliform bacteria and shall be from sources and in containers approved by the Division;*
- (b) Water provided shall not contain the following substances in excess of amounts listed. The organizer shall provide a laboratory analysis report as evidence of this: Substance Concentration in mg/1:*
 - (A) Arsenic -- 0.1;*
 - (B) Cadmium -- 1.0;*
 - (C) Chloride -- 250.0;*
 - (D) Copper -- 1.0;*
 - (E) Cyanide -- 0.01;*
 - (F) Fluoride -- 1.7;*
 - (G) Iron -- 0.3;*
 - (H) Lead -- 0.05;*
 - (I) Selenium -- 0.01;*
 - (J) Nitrate (NO₃) -- 45.0;*
 - (K) Total Dissolved Solids -- 500.0;*
 - (L) Zinc -- 5.0.*

FINDING: The applicant states: “Producer, working with Tygh Valley Water District, will ensure that the Drinking Water Hauling Guidelines designated by Oregon Health Services are followed.” All transport and storage regulations outlined in the *2008 Drinking Water Hauling Guidelines* will be followed to ensure compliance with this requirement. This is consistent with the procedure of past events on site. Staff finds that the request complies with OAR 333-039-0015(2).

(3) Construction, Maintenance, and Design:

- (a) All parts of the water supply system shall be constructed of non-toxic materials;*
- (b) All water distribution lines and fittings shall be constructed of galvanized wrought iron, galvanized steel, copper, or NSF approved plastic pipe. All plastic pipe and fittings must bear the NSF seal;*
- (c) Pressure tanks and storage tanks shall be constructed of non-toxic materials. Tanks which have previously been used to contain toxic substances shall not be used;*
- (d) Prior to placing the water supply system into use, all portions of the system including storage tanks and distribution system shall be disinfected by adding a chlorine solution of not less than 50 mg/1 and retaining the mixture within all portions of the system for at least 24 hours. Following disinfection, the system is to be thoroughly flushed of the chlorine solution;*
- (e) Hydrants equipped with self-closing faucets shall be provided at a ratio of not less than one for every 250 persons or fraction thereof anticipated;*
- (f) Each faucet shall be mounted on a minimum 36 inch riser. The riser is to be securely fastened to a supporting structure equal in strength to a four inch by four inch timber which is securely anchored in the ground;*
- (g) Each faucet and riser shall be accompanied by a seepage pit located directly beneath the faucet which shall have a minimum inside diameter of 12 inches and a minimum depth of three feet and shall be backfilled with clean coarse rock;*
- (h) All water distribution lines shall be installed at a minimum depth of 12 inches in the soil and shall be covered;*
- (i) If camping and activity areas are separately designated, 60 percent of the total required faucets shall be located within the area designated for camping, and 40 percent of the total required faucets shall be located in the area designated for activities;*
- (j) A minimum of one faucet shall be located not more than 25 lineal feet from each food service facility and a minimum of one faucet shall be located not more than 25 lineal feet from any emergency medical facility;*
- (k) Garden hoses, flexible hoses, pipes, or similar devices shall not be connected to any faucet or any other portion of the water supply system for personal convenience or any other reason;*
- (l) A minimum pressure of 20 pounds per square inch shall be maintained at all times and at all points within the water distribution system.*

FINDING: This subsection requires that the water supply system be constructed in a certain manner with specific materials. Producer does not utilize a water distribution system. Staff finds that OAR 333-039-0015(3) is not applicable to this request.

Oregon Administrative Rule 333-039-0020 – Drainage

- (1) The site selected for the outdoor mass gathering shall have good natural drainage. Areas which are swampy, or areas known to be susceptible to flash flooding are not acceptable.*
- (2) Roads at the outdoor mass gathering site shall be provided with culverts, tiles, and ditching wherever needed to protect such roads from erosion due to precipitation.*

FINDING: According to the applicant, the property was previously inspected for drainage by the North Central Public Health District and was deemed to be acceptable. The application materials state that the Justesen Ranch has employed best management practices to ensure proper erosion control from

pedestrian and automobile traffic, farming and recreation impacts. Jake Davidson Grade Road is an existing and maintained road, and can provide access to the event.

Event participants are prohibited from dumping materials including gray water, waste, or human waste onto the property or into the White River. Violators will be ejected from the event. Participants must remove all waste, including gray water, when they exit the event. Canyon Vibration is a Leave No Trace event. Paula Grendel with NCPH recommended that, “the organizer provide education/messaging to participants that as part of their pack-in and out responsibilities they need to collect their own refuse in fly-tight containers made of impervious material. This is also true for the event organizer who will be providing garbage cans.”

The selected event site provides sufficient drainage and roads will be provided with adequate protections from erosion due to precipitation. Staff finds that the request complies with OAR 333-039-0020.

Oregon Administrative Rule 333-039-0025 - Sewerage Facilities

(1) Non-Water Carried Sewage Facilities...

FINDING: No non-water carried sewage facilities (earth-pit privies) are proposed. One earth-pit toilet currently exists on the property, but will be closed to event participants. Staff finds that OAR 333-039-0025(1) is not applicable to this request.

(2) If water carried subsurface sewage disposal facilities are provided, they shall be governed by OAR 333-041-0001 through 333-041-0040, and by this reference are incorporated herein and made a part hereof...

FINDING: No subsurface water carried sewage disposal facilities are proposed. Instead, the applicant has contracted with Bishop Sanitation to provide onsite portable toilets. Staff finds that OAR 333-039-0025(2) is not applicable to this request.

(3) Number and Location of Toilets and Privies:

- (a) Seven privies or toilets or any combination thereof shall be provided for each 800 persons or fraction thereof anticipated;***
- (b) If camping and planned activity areas are separately designated, sixty percent of the total required toilets or privies shall be located within the designated camping area and forty percent of the total required toilets or privies shall be located in the designated planned activity area. If areas are not designated, location and spacing of toilets and privies shall be in accordance with anticipated crowd clustering or grouping, or spaced uniformly throughout the entire mass gathering site;***
- (c) All chemical toilets, if provided, shall be located so as to be easily and readily serviced by servicing vehicles.***

FINDING: Application materials provides the following:

“Producer does not separately designate camping areas and planned activity areas; toilet placement will be in accordance with anticipated crowd concentration in each area of the site. Based on a 700-person capacity, producer will provide approximately one toilet per 40 people

(15+ toilets) with 1 hand-washing station at each toilet bank, which exceeds the 7 toilet per 800 people...." (Application, Page 6).

Bishop Sanitation has been contracted to provide sanitation services, and will provide 15+ standard portable toilets, which each include hand sanitizer dispensers, and at least four, 20-gallon hand-washing station at each toilet bank. An appropriate amount of ADA-compliant units will be provided, included one stationed next to the medical tent. Each toilet and hand washing station will be pumped at least once per day.

Per the submitted site plan, the applicant proposes toilets in proximity to camping areas and activity areas, the event site is open and easily accessible. Staff finds that the quantity and location of the toilet facilities meets the standard, therefore the request complies with OAR 333-039-0025(3).

(4) Liquid Wastes not Containing Human Excreta:

- (a) Facilities shall be provided for the disposal of all liquid wastes not containing human excreta such as, but not limited to, kitchen or cooking waste water, grease, dishwater, wash water, and bath water. These facilities shall be specifically identified by means of a sign which states "**Waste Water Disposal**";*
- (b) Such facilities shall consist of a seepage pit having a minimum depth of three feet and a lateral area of not less than 32 square feet. The pit shall be backfilled with clean, coarse rock and be protected by a one-fourth inch screen which is removable and will effectively trap food particles and prevent other wastes from entering the backfilled rock;*
- (c) All food particles and other waste material shall be removed from the facilities at least once every 24 hours or at more frequent intervals if necessary to prevent fly and insect attraction;*
- (d) Such facilities shall be located or spaced so as to uniformly serve the participants of the outdoor mass gathering;*
- (e) One facility shall be provided for each 3,000 persons or fraction thereof anticipated;*
- (f) At least one facility shall be located not more than 50 lineal feet from each food service facility.*

FINDING: Application materials provide that:

"Canyon Vibration does not provide shower facilities and does not provide greywater disposal services to participants. Participants must remove all waste, including gray water, when they exit the event.

Our licensed food vendor[s]/truck[s] has confirmed that their internal gray water tank is sufficient enough to contain all waste water generated during food service during the event. Food vendor[s] will be responsible for removing waste and gray water when they exit the event."

Staff recommends a **condition** that a plan is developed in a manner consistent with this regulation to handle any unanticipated gray water storage needs. With that condition, staff finds that the request complies with OAR 333-039-0025(4).

Oregon Administrative Rule 333-039-0030 - Refuse Storage and Disposal

- (1) All refuse and solid waste shall be stored in fly-tight containers constructed of impervious material.*
- (2) Containers for refuse and solid waste storage shall be provided at a minimum ratio of one 30 gallon container for each 16 persons or fraction thereof anticipated or one cubic yard of container capacity for each 125 persons or fraction thereof anticipated.*
- (3) All refuse and solid waste shall be removed from storage containers at least once every 24 hours and transported and disposed of in a manner which is authorized and complies with state and local laws, ordinances and regulations.*

FINDING: Application materials provide that:

“Canyon Vibration promotes a Leave No Trace ethic, which is communicated in our weekend guide, website, emails and Facebook event page. We ask all patrons to pack out what they pack in.

Additionally, Canyon Vibration will provide onsite garbage cans throughout the site, to help ensure that people don’t litter. These will be disposed of every 12 hours into an onsite dumpster. Additionally, this dumpster may be used by patrons for disposal of their refuse at the end of the event.

Additional, event staff performs a sweep of the property before the event, bagging and removing existing debris in order to fulfill its role as stewards of the Justesen property”

A **condition** of approval is included in the Notice of Decision requiring the applicant to provide a plan for unanticipated refuse storage and disposal that is consistent with OAR 330-039-0030.

With that condition, staff finds that the request complies with Oregon Administrative Rule 333-039-0030.

Oregon Administrative Rule 333-039-0035 - Food and Sanitary Food Service

- (1) Food service facilities, if supplied, shall be located in clean surroundings and shall be maintained in a clean and sanitary condition.*
- (2) Food service facilities, if supplied, shall be so constructed and arranged that food, drink, utensils, and equipment will not be exposed to rodents, insects, dust, dirt, or other contamination. If flies are present, screening shall be required.*
- (3) The water supply for food service facilities shall be adequate in amount to serve the requirements of the facility and shall be safe for human consumption. Storage tanks or containers, when used, shall be of smooth, easily cleanable material, and shall be cleaned and sanitized each time they are refilled. Water shall not be dipped from a receptacle for drinking or culinary purposes.*
- (4) Toilet or privy facilities which comply with these rules shall be available within the immediate area for use by the food service facility personnel.*

- (5) *Hand washing facilities shall be made available for the food service facility personnel. In lieu of a handwashing sink, there shall be provided a pan with soap and water for washing of hands, and a pan of water containing a bactericidal solution of 50 mg/1 of available chlorine or its equivalent for rinsing of hands. Sanitary paper towels shall be provided. The use of a common-type towel is prohibited. Utensil washing vats shall not be used for handwashing.*
- (6) (a) *All multi-use utensils and all display cases or windows, counters, shelves, tables, refrigeration equipment, sinks, and other equipment used in connection with the operation of a food service facility shall be constructed as to be easily cleaned and shall be kept in good repair;*
(b) *Utensils containing or plated with cadmium or lead shall not be used, provided, however, that solder containing lead may be used for jointing;*
(c) *Food containers with seams which are not sealed flush with the surface shall not be re-used. Single service containers and utensils shall not be re-used.*
- (7) (a) *Single service paper plates, cups, and plastic or wood knives, forks, and spoons are recommended but not required. If multiple use dishes, utensils, or equipment are used, they must be subjected to one of the following methods of bactericidal treatment after cleaning and washing:*
(A) *Immersion for at least two minutes in clean, hot water at a temperature of at least 170° Fahrenheit. If hot water is used, a dependable thermometer shall be available at all times and shall be used. The pouring of scalding water over washed utensils is not acceptable as a satisfactory bactericidal treatment;*
(B) *Immersion for at least two minutes in a lukewarm chlorine bath. This bath shall be made up at a strength of at least 100 mg/1 of available chlorine. The bath shall not be used after its strength has been reduced to 50 mg/1;*
(C) *Immersion for at least two minutes in an approved quaternary ammonium bath containing at least 25 mg/1 as determined by a suitable field test.*
(b) *In machine dishwashing, the hot water rinse shall be at least 170° Fahrenheit and shall be for a minimum of ten seconds;*
(c) *In hand dishwashing, a three compartment sink shall be required. The first compartment shall be used for washing with a soap or detergent solution. The second compartment shall be used for clear water rinse, and the third compartment shall be used for the bactericidal solution and sanitizing bath.*
- (8) *If ice cream or frozen desserts are dipped and served at the food service facility, all scoops and dippers shall be kept in running water dipper wells.*
- (9) (a) *All refuse and solid waste shall be stored or collected in tightly covered, water impervious containers until removed from the food service facility. Such containers when emptied shall be washed to prevent them from attracting flies and rodents;*
(b) *All dishwater and liquid wastes not containing human excreta shall be disposed of in accordance with OAR 333-039-0025(4)(a) to (f) of these rules.*
- (10)(a) *All readily perishable food shall be kept at or below 45° Fahrenheit except when being prepared or actually served. Readily perishable foods shall be stored in shallow containers under refrigeration until cooled below 45° Fahrenheit. When such foods have been cooled below 45° Fahrenheit, they may be stored in deep containers. Food shall not*

be served which has been stored, handled, or otherwise cared for in a manner not in compliance with these rules;

- (b) A dependable indicating thermometer shall be provided in each refrigerator;*
- (c) All ice shall be stored and handled in such a way as to prevent contamination. Ice scoops or tongs shall be used to place ice in glasses or cups. Ice shall be obtained only at sources which are licensed under ORS Chapter 624 or 627.*

(11) All food products, raw, cooked, canned, or otherwise, shall be wholesome and free of spoilage during storage, preparation, and serving. All milk and milk products shall come from a source which is licensed and approved by the Oregon State Department of Agriculture. Home canned or home processed foods shall not be stored, prepared, or served by the food service facility.

(12) Pre-cooked foods or meats must be kept at or below 45° Fahrenheit at all times and subjected to continuously applied heat which will sustain the internal temperature of the food item to not less than 140° until such time as it is served.

(13) Bottled soda or fruit drinks may be cooled in tanks with water and ice provided the tanks contain not less than 50 mg/1 available chlorine. The tops of the containers shall not be submerged. Milk and milk products shall be kept at or below 45° Fahrenheit in dry refrigeration.

(14) Canned soda or fruit drinks may be cooled in tanks of ice and water provided that the water contains not less than 50 mg/1 available chlorine.

(15) All persons within the food service facility shall wear clean outer garments and shall keep their hands clean at all times while engaged in preparing or serving food and drink, or washing and storing utensils and equipment.

(16) All persons while within a food service facility shall refrain from any personal action or conduct which would directly or indirectly harm the quality or wholesomeness of the food.

(17) No live animals or fowl shall be permitted within the confines of any food service facility.

FINDING: Application materials provide that:

“Canyon Vibration will contract with one or more licensed food vendors to provide food during the event. These licensed vendors will be responsible for ensuring they conform to Oregon food and food handling safety regulation, as well as being responsible for removing any gray water and refuse.”

Staff recommends a **condition** of approval in the Summary of Information stating all food vendors shall comply with the applicable food and sanitary food service requirements listed in OAR 333-039-0035, and shall make themselves available for inspection during the event. Furthermore, only vendors with valid licenses, as provided by the Oregon Health Authority, shall be contracted to prepare and provide food for the event.

Staff finds that the request complies with OAR 333-039-0035.

Oregon Administrative Rule 333-039-0040 - Emergency Medical Facilities

- (1) There shall be present at the outdoor mass gathering site for emergency medical services, physicians and nurses in the following ratios:*
 - (a) Daylight Hours -- At least one Oregon physician plus sufficient other physicians (licensed to practice medicine and surgery in any of the 50 states of the United States) to provide a ratio of one for each 10,000 persons attending or fraction thereof and one nurse for each 7,500 persons attending or fraction thereof;*
 - (b) Nighttime Hours - (1 a.m. to 7 a.m.) -- At least one Oregon physician plus sufficient other physicians (licensed to practice medicine and surgery in any of the 50 states of the United States) to provide a ratio of one for each 20,000 persons attending or fraction thereof and one nurse for each 15,000 persons attending or fraction thereof.*
- (2) Facilities shall be provided in which physicians can provide patient care and treatment. The facility shall be enclosed, protected from the elements, and shall have chairs, examining tables with stirrups, and locked cabinets for equipment and medicine. All necessary medicine and instruments for conducting minor surgery and examinations shall be available.*
- (3) Lighting within the emergency medical facilities shall be provided and shall be not less than 200 foot candles in areas where treatment and minor surgery are conducted.*
- (4) Attending physicians shall keep accurate records of patients and treatment, and shall notify the local health officer of all cases involving a communicable disease.*
- (5) Temporary holding facilities shall be provided for the sick and injured while awaiting transport to a hospital. The facility shall be enclosed, protected from the elements, and shall be furnished with one cot or bed for each 1,000 persons anticipated or fraction thereof.*

FINDING: Per materials provided with the application, Canyon Vibration has contracted with Adventure Medics for medical and crisis coverage during the event. Services will be available at a centrally located and clearly marked medical tent provided by Adventure Medics. Adventure Medics staff will be on duty at all times during the event augmented by volunteer medical staff whose primary purpose is to roam the event site to provide proactive response to real or impending medical issues. Canyon Vibration's contract with Adventure Medics will satisfy all of the requirements in OAR 333-039-0040. Staff finds that the request complies with OAR 333-039-0040(1)-(5).

- (6) Communication, either telephone or radio-telephone, shall be provided to summon aid or notify the nearest hospital, law enforcement, or fire protection agency, as required.*

FINDING: Canyon Vibration utilizes UHF radios for onsite communications, and has cell phone access. Staff finds that the request complies with OAR 333-039-0040(6).

- (7) Ambulances shall be provided at the outdoor mass gathering for emergency evacuation of sick and injured persons at a ratio of one ambulance for each 10,000 persons anticipated or fraction thereof.*

FINDING: The application submitted states that Adventure Medics and Canyon Vibration will coordinate with Life Flight Network to provide air ambulance services. This site is located at the Tygh Valley Community Center at 57594 Tygh Valley Road, Tygh Valley, Oregon, 97063. The coordinates of the LZ

will be provided to Life Flight in advance of the event. Life Flight Network has provided Canyon Vibration with a Letter of Intent included as Attachment D of the application submitted, and dated May 10, 2022, agreeing to provide services for the Canyon Vibration festival from September 9-11, 2022. Basic life support transport services will be provided by local ambulance service providers. Local 911 emergency responders included in this plan include but are not limited to:

- South Wasco County Ambulance
- Tygh Valley Fire District
- Wamic Rural Fire Protection District
- Maupin Ambulance
- Dufur Ambulance
- Dufur Fire Department.

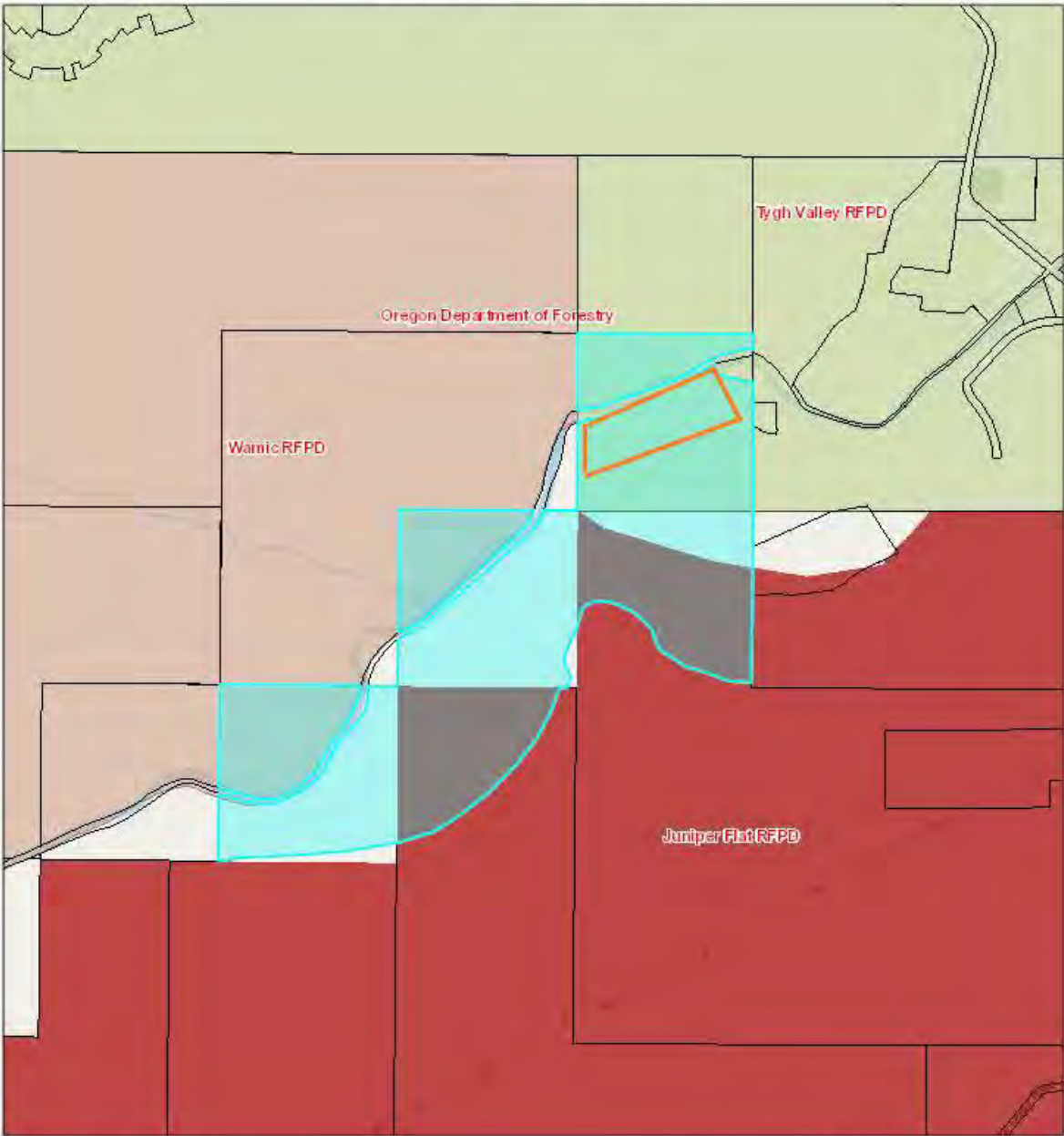
Staff recommends a **condition** of approval that the applicant confirms emergency medical facility needs and any public health requirements with the North Central Public Health District and local emergency medical service providers and ambulance services prior to the event. With that condition, staff finds that the request complies with OAR 333-039-0040(7).

Oregon Administrative Rule 333-039-0045 - Fire Protection

(1) Each camping space shall be a minimum of 1,000 square feet or large enough to accommodate a parked camping vehicle, tent vehicle or tent, as the case may be, and to maintain at least 15 feet separation from any other camping vehicle, tent vehicle or tent, building, structure, or property line.

FINDING: Tygh Valley Rural Fire Protection District and Wamic Rural Fire Protection District have jurisdiction on the northern portion of the property, while Juniper Flat Volunteer Rural Fire Protection District has jurisdiction on the southern portion of the property. (See below “Rural Fire Protection District Jurisdiction Map”).

Nearby Fire Districts



6/22/2022, 8:45:05 AM

- Taxlots
- Subject Parcel
- Tygh Valley RFPD
- Wamic RFPD
- Juniper Flat RFPD
- Event Location

1:18,056

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

© OpenStreetMap (and) contributors, CC-BY-SA, Wasco County GIS, DOGAMI, State of Oregon, Wasco County GIS, Lane County, Assessor, Wasco County GE Wasco County Planning

This product is for informational purposes and has not been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

N

The application states that Canyon Vibration will work with these districts to determine safe roadway access and fire protection plans.

The event will not exceed the requested capacity of 700 participants and will allocate camping space to registered campers. Camp space is allocated depending on the number of planned participants and layout design of their camps. Many Canyon Vibration attendees camp in small groups with shared infrastructure.

The applicant has provided the following:

Total Space Calculations:

Total area suitable for camping= 43.3 acres (1,886,148 ft²)

Maximum attendance = 700

Minimum space per person= 2694 ft²

Based on the proposed calculations, staff finds that the request complies with OAR 333-039-0045(1).

(2) The organizer shall secure a written statement from the local fire protection agency having jurisdiction that fire protection complies with state and local laws, ordinances, and regulations, and is satisfactory with respect to anticipated crowds and location of the outdoor mass gathering.

FINDING: Tygh Valley Rural Fire Protection District has jurisdiction on the northern portion of the property, while Juniper Flat Volunteer Rural Fire Protection District has jurisdiction on the southern portion of the property. The application provides that Canyon Vibration will work with the Tygh Valley Rural Fire Protection District to determine safe roadway access and fire protection plans.

In addition to the requirements outlined in Criteria (1) and (2), Canyon Vibration utilizes the following tools to prevent or maintain small unplanned fire incidents, if they occur:

- Canyon Vibration is a no-flame, no-fire, no-smoking event. This is communicated to ticket holders in advance via email and social media, as well as on arrival, this will help keep fire risk at a minimum.
- 1 dedicated vehicle with 3 2.5 gallon pressurized water extinguishers and a 10-lb (UL 4A-80B:C) dry chemical extinguisher on board.
- 1 water truck (2000+ gal., 100+ psi, 125+ gpm)
- At least eight, 5lb. Class ABC fire extinguishers placed throughout the event for use by participants or safety personnel.
- Staff a “volunteer fire safety team” which has been trained to use all on site equipment and will be available for any emergencies and onsite.

The Justesen Property is located at the end of Davidson Grade Road and is accessible by vehicle, including Emergency and Fire Equipment.

Staff recommends a **condition** of approval to: (1) ensure the organizer secures a written statement from the local fire protection agencies with jurisdiction that the fire protection plan complies with all state and local laws, ordinances and regulations, and it satisfactory with respect to the anticipated number of

participants and general location, and (2) implement the fire prevention recommendations made impacted agencies. Staff finds that the request complies with OAR 333-039-0045(2).

Oregon Administrative Rule 333-039-0050 - Security Personnel

- (1) The organizer shall maintain an accurate count of persons attending the outdoor mass gathering and shall provide adequate security arrangements to limit further admissions to the outdoor mass gathering when the anticipated numbers of persons have been admitted.*
- (2) The organizer shall secure a written statement from the chief law enforcement officer of the county in which the outdoor mass gathering is to take place that arrangements for security and the orderly flow of traffic to and from the outdoor mass gathering complies with state and local laws, ordinances, and regulations, and is satisfactory with respect to anticipated crowds and location of the outdoor mass gathering.*

FINDING: The applicant has provided the following (Please note, DPSST stands for Oregon Department of Public Safety Standards and Training.):

“Canyon Vibration provides:

- Unarmed DPSST Security Staff (7 on shift at all times). This includes 1 DPSST Security Supervisor who is the primary contact for local law enforcement.
- Internal ‘Gate & Parking’ staff/volunteers: (2-4). Internal crew trained in even admission security, ID checks and wristband application and trespassing escalation (to even management, Department of Public Safety Standards & Training Certified Security, and Law Enforcement when needed)
- Peer (Internal) Event Security, ‘Event Management:’ (5-7 on shift at all times). Event management staff all have prior experience with DPSST security and Gate & Parking staff.”

Applicants also state that at least one DPSST Certified Security Supervisor on shift at all times, and can be reached 24-hours a day if needed by law enforcement. In the event that a Law Enforcement response is needed, Canyon Vibration event management and the DPSST Security Supervisor will meet law enforcement at the central Medical Operations Headquarter.

Staff recommends a **condition** of approval that requires at least one DPSST supervisor to be on shift at all times and a clearly identified single point of contact for security and law enforcement, this should help meet any potential needs the Wasco County Sheriff’s Office requires. Staff finds that the request complies with security personnel rules of OAR 333-039-0050.

Oregon Administrative Rule 333-039-0055 - Traffic

- (1) The organizer shall provide easily accessible roads of all-weather construction at the outdoor mass gathering site.*
- (2) All roads shall be graded so as to be self-draining and shall be maintained in such condition that emergency and other required vehicles can move upon them unencumbered and can carry out their functions at all times.*
- (3) An ungraveled dirt road shall not be considered as being an all-weather road.*

(4) No road or portion of any road constructed shall exceed a maximum grade of 12 percent.

(5) The organizer shall acquire approval from the local agency having jurisdiction for fire safety that the minimum width of all roads complies with state and local laws, ordinances, and regulations, and is satisfactory with respect to anticipated crowds and locations of the outdoor mass gatherings.

FINDING: The Wasco County Public Works Director Arthur Smith provided the following commentary on July 7, 2022:

Wasco County Public Works Director Arthur Smith (July 7, 2022)

I have no issues with the proposed traffic plan. Thanks

Scott Peters with the Oregon Department of Transportation provided the following commentary on June 14, 2022:

Scott Peters with ODOT (June 4, 2022)

A permit would be required and ODOT will provide the acceptable locations. ODOT would want to see the proposed language for their portable VMS. Temporary signs will not be allowed on state right of way.

Staff spoke with Scott Peters on July 6, 2022 for a follow-up phone conversation. Mr. Peters clarified that an ODOT Permit would only be necessary if signs for the event will be placed on HWY-197.

There have been no changes to the existing roadways that would prevent Canyon Vibration from demonstrating compliance. Canyon Vibration is utilizing the similar traffic management plan that was approved from 2015 to 2019 for similar events on site (SOAK).

The applicant will encourage traffic to use Highway 197 and turn at the southern intersection with Tygh Valley Road to discourage traffic through town and school zones.

Once on Tygh Valley Road, vehicles turn onto Davidson Grade Road and directed into the staging area on the event site property.

The event entrance will be clearly designated and well-lit at night, and will include multiple vehicle staging lanes to ensure no traffic backs up onto Davidson Grade Road or Tygh Valley Road.

Canyon Vibration has prepared a Traffic Control Plan (TCP) demonstrating vehicle ingress and egress before, during, and after the event. All roads have been previously graded by Wasco County and ODOT, and include Highway 197 (State of Oregon-maintained highway), Tygh Valley Road (County-maintained roadway), and Davidson Grade Road, a County-maintained roadway for 0.24 mile, after which it becomes a private road maintained by the Justesen's.

Canyon Vibration is not proposing to use signs along roadways to direct traffic to the event. All directions and maps will be given to attendees prior to the event through email, and social media. Staff recommends a **condition** of approval that if the organizers decide to place signs along roadways for the events, appropriate permits will be attained through the necessary agencies.

Staff finds the request complies with OAR 333-039-0055.

(6) The organizer shall provide and designate a suitable area at the outdoor mass gathering for parking of motor vehicles:

(a) The total area provided for motor vehicle parking shall be based on the following ratio: 300 square feet for every four persons anticipated;

(b) Each motor vehicle parking space shall have a minimum width of ten feet and a minimum length of twenty feet and shall be clearly marked with lime;

(c) The motor vehicle parking spaces shall be arranged to eliminate blockage of parked vehicles and allow vehicles free access to exits at all times.

FINDING: Canyon Vibration is required to provide a total of 52,500 square feet for parking to accommodate a maximum capacity of 700 people including staff and volunteers (or approximately 1.205 acres). Staff analyzed the parking area illustrated in Attachment F of the application, and the parking areas proposed is approximately 1.5 acres, which exceeds the 1.205 acres required. To ensure compliance, staff recommends a **condition** that each vehicle parking space shall have a minimum width of 10 feet and minimum length of 20 feet, parking areas shall be clearly marked, and parking shall be arranged to provide clear access to exits at all time. Staff finds that the request complies with OAR 333-039-055(6).

ATTACHMENT E – PUBLIC & AGENCY COMMENTS



Sean Bailey <seanb@co.wasco.or.us>

Proposed Non-Land Use Outdoor Mass Gathering [921-22-000078-PLNG]

TINSLEY Bridget * OPRD <Bridget.TINSLEY@opr.d.oregon.gov>
To: Sean Bailey <seanb@co.wasco.or.us>

Tue, May 31, 2022 at 10:02 AM

Hello Sean,

This location is outside of the State Scenic Waterway corridor and as such does not require any approval or review from the State Scenic Waterway program.

Thank you,



Bridget Tinsley | Regional Resource Program Manager

Oregon Parks & Recreation Dept.

62976 OB Riley Road, Bend, OR 97703

Phone: 541-604-6589

stateparks.oregon.gov | oregon.gov/opr

[Quoted text hidden]



Sean Bailey <seanb@co.wasco.or.us>

Proposed Non-Land Use Outdoor Mass Gathering [921-22-000078-PLNG]

DODD Kristin * ODF <Kristin.DODD@odf.oregon.gov>

Fri, Jun 10, 2022 at 12:00 PM

To: Sean Bailey <seanb@co.wasco.or.us>, "eugene@juniperflairfpd.com" <eugene@juniperflairfpd.com>, "wamic1@aol.com" <wamic1@aol.com>, "lvrfpd@gmail.com" <lvrfpd@gmail.com>

Given that this event is a 'no flame, no fire, no smoking' event and sits just outside ODF's District, I have no concerns and will defer to the other Fire Districts for input.

Kristin Dodd | Unit Forester

The Dalles Unit | Central Oregon District | Oregon Department of Forestry
3701 West 13th Street | The Dalles, OR 97058
Office: 541-296-4626 | Fax: 541-298-4993
Cell: 541-233-3285
www.odfcentraloregon.com



From: Sean Bailey <seanb@co.wasco.or.us>

Sent: Friday, June 10, 2022 11:54 AM

To: eugene@juniperflairfpd.com; wamic1@aol.com; lvrfpd@gmail.com; DODD Kristin * ODF <Kristin.DODD@odf.oregon.gov>

[Quoted text hidden]

[Quoted text hidden]



Sean Bailey <seanb@co.wasco.or.us>

Proposed Non-Land Use Outdoor Mass Gathering [921-22-000078-PLNG]

Tygh Valley RFPD <tvrfpd@gmail.com>
To: Sean Bailey <seanb@co.wasco.or.us>

Fri, Jun 10, 2022 at 1:39 PM

The dates are during the county wide burn ban so as long as they have no fires I see no problem.
Chief Paul LaPlante
Tygh Valley RFPD
[Quoted text hidden]



Sean Bailey <seanb@co.wasco.or.us>

Proposed Non-Land Use Outdoor Mass Gathering [921-22-000078-PLNG]

PETERS Scott <Scott.PETERS@odot.oregon.gov>

Tue, Jun 14, 2022 at 4:57 PM

To: Sean Bailey <seanb@co.wasco.or.us>

Cc: LOPEZ Daniel H <Daniel.H.LOPEZ@odot.oregon.gov>, CIMMIYOTTI Patrick N <Patrick.N.CIMMIYOTTI@odot.oregon.gov>

Sean –

A permit would be required and ODOT will provide the acceptable locations. ODOT would want to see the proposed language for their portable VMS. Temporary signs will not be allowed on state right of way.

Scott Peters - TMM

ODOT - District 9 East

541-565-3466 – NEW office

541-980-1832 - cell

From: Sean Bailey <seanb@co.wasco.or.us>

Sent: Friday, May 27, 2022 1:32 PM

To: eugene@juniperflatrpd.com; wamic1@aol.com; tvrfrpd@gmail.com; DODD Kristin * ODF <Kristin.DODD@odf.oregon.gov>; shelliec@ncphd.org; Eric Grendel <ericg@ncphd.org>; Paula Grendel <paulag@ncphd.org>; Lane Magill <lanem@co.wasco.or.us>; Scott Williams <scottw@co.wasco.or.us>; mmbrown@blm.gov; Arthur Smith <arthurs@co.wasco.or.us>; TINSLEY Bridget * OPRD <Bridget.TINSLEY@opr.oregon.gov>; CIMMIYOTTI Patrick N <Patrick.N.CIMMIYOTTI@odot.oregon.gov>; DEHART Brad <Bradley.K.DEHART@odot.oregon.gov>; PETERS Scott <Scott.PETERS@odot.oregon.gov>; ODOT Reg 4 Planning Manager <ODOTR4PLANMGR@odot.oregon.gov>; Jeremy.I.thompson@state.or.us; Andrew.R.Meyers@state.or.us; SEALS Jason T * ODFW <Jason.T.SEALS@odfw.oregon.gov>; Heidi.M.Hartman@dsl.state.or.us; TAYLOR Clara * DSL <Clara.TAYLOR@dsl.oregon.gov>; BROWN Jevra * DSL <Jevra.BROWN@dsl.oregon.gov>

Cc: Daniel Dougherty <danield@co.wasco.or.us>; swcaems@hotmail.com; baldiarry@ortelco.net; Kipper, Les W <Les.Kipper@osp.oregon.gov>

Subject: Proposed Non-Land Use Outdoor Mass Gathering [921-22-000078-PLNG]

This message was sent from outside the organization. Treat attachments, links and requests with caution. Be conscious of the information you share if you respond.

[Quoted text hidden]



Sean Bailey <seanb@co.wasco.or.us>

Proposed Non-Land Use Outdoor Mass Gathering [921-22-000078-PLNG]

Paula Grendel <paulag@ncphd.org>
To: Sean Bailey <seanb@co.wasco.or.us>

Thu, Jun 30, 2022 at 10:39 AM

Sean,

I reviewed the proposed plans for the Non-Land Use Outdoor Mass Gathering "Canyon Vibrations". The plans for water supply are sufficient.

Under Refuse Storage and Disposal, I recommend that the organizer provide education/messaging to participants that as part of their pack-in and out responsibilities they need to collect their own refuse in fly-tight containers made of impervious material. This is also true for the event organizer who will be providing garbage cans.

The proposal broadly mentions that food service will be provided. If food services will be offered, each vendor is required to obtain a temporary restaurant license through North Central Public Health District and comply with OAR 333-150, Food Sanitation Rules. An application for a temporary event license should be received in NCPHD no later than two weeks before the event. Additionally, a toilet or privy facilities must be available within the immediate area for use by the food service facility personnel. A minimum of one faucet shall be located not more than 25 lineal feet from each food service facility.

Feel free to reach out if you would like to discuss or if you have any questions.

Regards,

Paula

On Mon, Jun 27, 2022 at 12:29 PM Sean Bailey <seanb@co.wasco.or.us> wrote:
[Quoted text hidden]

[Quoted text hidden]



Sean Bailey <seanb@co.wasco.or.us>

Proposed Non-Land Use Outdoor Mass Gathering [921-22-000078-PLNG]

Kipper, Les W <Les.Kipper@osp.oregon.gov>
To: Sean Bailey <seanb@co.wasco.or.us>
Cc: "lanem@co.wasco.or.us" <lanem@co.wasco.or.us>

Fri, Jun 10, 2022 at 1:42 PM

Sorry Sean,

I didn't know you were expecting a response from me.

This should have little effect on OSP. Our area of responsibility would be the increased traffic coming and going from the event. I may assign a trooper to work on US197 on the first and last days of the event.

We would also support Wasco County Sheriff's office if needed related to this event.

Thanks for asking,

Les

From: Sean Bailey <seanb@co.wasco.or.us>
Sent: Friday, June 10, 2022 12:02 PM
To: Kipper, Les W <Les.Kipper@osp.oregon.gov>
Subject: Fwd: Proposed Non-Land Use Outdoor Mass Gathering [921-22-000078-PLNG]

CAUTION: This email originated from outside of OSP. Do not click links or open attachments unless you know the content is safe.

Good morning Les,

Just wanted to check in and see if you had a chance to review the OMG Application? Wasn't sure if OSP had any comments or thoughts.

Thanks

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

From: Sean Bailey <seanb@co.wasco.or.us>
Date: Fri, May 27, 2022 at 1:32 PM
Subject: Proposed Non-Land Use Outdoor Mass Gathering [921-22-000078-PLNG]
To: <eugene@juniperflatirpd.com>, <wamc1@aol.com>, <tvrfpd@gmail.com>, <Kristin.dodd@oregon.gov>, <shelliec@ncphd.org>, Eric Grendel <ericg@ncphd.org>, Paula Grendel <paulag@ncphd.org>, Lane Magill <lanem@co.wasco.or.us>, Scott Williams <scottw@co.wasco.or.us>, <mmbrown@blm.gov>, Arthur Smith <arthurs@co.wasco.or.us>, <bridgettinsley@oregon.gov>, <Patrick.M.Cimmiyotti@odot.state.or.us>, <Bradley.K.dehant@odot.state.or.us>, <scott.peters@odot.state.or.us>, <QDOTR4PLANMGR@odot.state.or.us>, <jeremy.l.thompson@state.or.us>, <Andrew.R.Meyers@state.or.us>, SEALS Jason T * ODFW <Jason.T.SEALS@odfw.oregon.gov>, <Heidi.M.Hartman@dsl.state.or.us>, <clara.taylor@dsl.state.or.us>, BROWN Jevra * DSL <Jevra.Brown@dsl.oregon.gov>
Cc: Daniel Dougherty <daniel@co.wasco.or.us>, <swcaems@hotmail.com>, <baldlarry@ortelco.net>, <Les.Kipper@osp.oregon.gov>

Good afternoon all,

We have recently received an application for a Non-Land Use Outdoor Mass Gathering at:

Map: 4S 13E 0 2200
Account Number: 12314

I wanted to reach out to start gathering comments from all relevant districts/agencies regarding the proposed gathering so I could pass them onto the applicant as soon as possible so they can address the issue or concern. Our office will be presenting at a Board of County Commissioners meeting with our findings and decision, most likely in July.

I wanted to reiterate that this is a Non-land Use Outdoor Mass Gathering, so our Land Use & Development Ordinance (LUDO) does not apply.

Special Note The Subject Parcel does fall in the Natural Areas, Wild and Scenic Rivers and Oregon Scenic Waterways Overlay (OZ-7) Zone, and the Sensitive Bird Site Overlay (OZ-12) Zone. Although this is not a Land Use Decision, we still felt it was best to notify all agencies in case other permits would be needed outside of Wasco County Jurisdiction that the applicant should be aware of.

I appreciate and thank you for all comments,



Sean Bailey <seanb@co.wasco.or.us>

Proposed Non-Land Use Outdoor Mass Gathering [921-22-000078-PLNG]

Lane Magill <lanem@co.wasco.or.us>

Fri, Jun 10, 2022 at 2:17 PM

To: Sean Bailey <seanb@co.wasco.or.us>

Cc: Eugene Walters <eugene@juniperflairfpd.com>, "Warrior, John Goleman" <warrior1@aol.com>, Tygh Valley Fire Dept <tvfrpd@gmail.com>, "ODF, Kristin Dodd" <kristin.dodd@oregon.gov>, Shellie Campbell <shellie@ncphd.org>, Eric Grendel <ericg@ncphd.org>, Paula Grendel <paulag@ncphd.org>, Scott Williams <scottw@co.wasco.or.us>, "Brown, Molly M" <mmbrown@blm.gov>, Arthur Smith <arthur@co.wasco.or.us>, TINSLEY Bridget * OPRD <bridget.tinsley@oregon.gov>, "CIMMIYOTTI Patrick N (Patrick.M.CIMMIYOTTI@odot.state.or.us)" <Patrick.M.Cimmiyotti@odot.state.or.us>, DEHART Brad <bradley.k.dehart@odot.state.or.us>, PETERS Scott <scott.peters@odot.state.or.us>, ODOTR4PLANMGR@odot.state.or.us, Jeremy Thompson <jeremy.l.thompson@state.or.us>, Andrew R Meyers <Andrew.R.Meyers@state.or.us>, SEALS Jason T * ODFW <Jason.T.SEALS@odfw.oregon.gov>, Heidi M Hartman@dsl.state.or.us, clara.taylor@dsl.state.or.us, BROWN Jevra * DSL <Jevra.Brown@dsl.oregon.gov>, Daniel Dougherty <daniel@co.wasco.or.us>, Maupin Ambulance <swcaems@hotmail.com>, Larry Clark <baldiany@ortelco.net>, Les Kipper <Les.Kipper@osp.oregon.gov>

Sean,

Looking over the application I have some comments

As it relates to the section "Emergency Medical Facilities" Section 6, the language indicates the organizers have UHF comms as well as cell phones. This is good with me but it needs to be made clear they won't be allowed to use any LE frequencies for communications. I'm not sure if this is what they are referring to in the application but it may need to be reworded.

Looking at the Security company and referring to the DPSST website it appears Dark Eden Security is actually based in Bend Oregon and not The Dalles as noted in the letter of intent. Further investigation on the internet shows an address in Terrebonne Oregon which is in direct conflict with his registration with DPSST. I will need a letter or email clarifying this discrepancy(s) to make sure the company is legit.

One other note about the site map(s). It appears the security/medical tents are in the same location as SOAK, however I can't tell for sure. If you could verify this that would be great.

Lastly, there are two music stages on site, however when looking into the narrative part of the application, there is no detailed description of the event. I need to know if there will be live music, DJ's, etc. before I would recommend approval. I also need to know what the hours the stages will be active to make sure they don't go past midnight. I will note when I talked with one of the organizers he told me the ordinance would allow for certain hours, like 7 am to whenever??? I advised him this wasn't the case and there would more than likely be time requirements implemented. This may need to be put before the commissioners for an authorization but we need more detail in the application before moving forward.

That covers my end for now.

Thanks
Lane

[Quoted text hidden]



Lane Magill | Wasco County Sheriff
SHERIFF'S OFFICE

lanem@co.wasco.or.us | www.co.wasco.or.us
541-506-2592 | Fax 541-506-2581

511 Washington St. Suite 102 | The Dalles, OR 97058



Sean Bailey <seanb@co.wasco.or.us>

Fwd: Canyon Vibration - Justesen Ranch - Sept 9-11

Daniel Dougherty <danield@co.wasco.or.us>
To: Sean Bailey <seanb@co.wasco.or.us>

Thu, Jun 16, 2022 at 11:38 AM

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

From: Lane Magill <lanem@co.wasco.or.us>
Date: Thu, Jun 16, 2022 at 11:31 AM
Subject: Re: Canyon Vibration - Justesen Ranch - Sept 9-11
To: Spencer Miles <spencermiles@gmail.com>
Cc: Peter Marks <petermarks@gmail.com>, Manoj Mathew <manojintheblow@gmail.com>, Daniel Dougherty <danield@co.wasco.or.us>

I would be willing to explore some potential options to see if we could maybe make something work. However you will need to have the final approval from the Wasco County Board of Commissioners if you planned on running music after midnight. You will need to communicate this with the Planning Department so they are aware of our conversation(s) and then they can communicate with the commissioners. (I have cc'd Daniel so he is aware).

In the meantime, you can send me your proposal and hours you wish to operate and then we can go from there. I can review it to make suggestions. As noted above, I'm willing to explore possibilities but there is no guarantee it will be signed off. You must remember there are a large number of citizens who live in the area and I can tell you if there is any real noise, our office is the first to hear about it! And when we are limited in staffing it can really create issues with how we operate.

Thanks
Lane

On Thu, Jun 16, 2022 at 9:35 AM Spencer Miles <spencermiles@gmail.com> wrote:

Dear Sheriff Magill, (also cc'ing my business partners)

I wanted to reach out to discuss your concerns regarding amplified sound at Canyon Vibration. It is our goal to build Canyon Vibration into a long running and respected event in Wasco County. We absolutely love this part of Oregon and think that it can be mutually beneficial for the county's economy as well as for ourselves and our community of music fans. That said, it's going to be virtually impossible for us to hold this event if we have to end the music at midnight, as people aren't going to pay and drive a few hours for an event that ends so early.

We'd like to see if there's a way that we can work with you and the community to address your concerns around volume levels, and hopefully find a path forward. We spoke with Glenn Boyd, who has been advising us on various aspects of this event, and he mentioned that with his past events at Justesen Ranch and elsewhere in Wasco County, he was able to run some of his stages well into the morning, and worked closely with your office to do so in a way that met the needs of the community.

Do you foresee a path forward, where we can work together to manage the volume after midnight to ensure we're taking the needs of the community into account? We'd be more than happy to run some decibel meters to monitor levels at a few points on the property, and ensure we have a direct way to address any complaints that come into your office. The goal would be to operate sound in a way that ensures there aren't any complaints. Additionally, Glenn has offered to serve as a liaison between our team and your office in this regard, as he has a lot of experience in this area, and is personally motivated to help another weekend music event succeed in Wasco County.

Regards,

Spencer Miles

On Wed, May 11, 2022 at 3:31 PM Spencer Miles <spencermiles@gmail.com> wrote:
Just rang and left a voicemail. Please give me a ring back if you have a chance, 971-400-3444.

Thanks!

On Wed, May 11, 2022 at 2:11 PM Lane Magill <lanem@co.wasco.or.us> wrote:
I just got back from meetings and I'm at the desk. Please call 541-506-2592.

Lane

On Wed, May 11, 2022 at 10:43 AM Spencer Miles <spencermiles@gmail.com> wrote:
Appreciate you trying to squeeze me in this week :)

I'm free between 1:30 and 5pm today. Is there a good time in that range to give you a ring?

Spencer

On Tue, May 10, 2022 at 4:26 PM Lane Magill <lanem@co.wasco.or.us> wrote:
Spencer,

Glenn and I did speak today and advised you would be contacting me. Things are a bit tight for meeting this week but if you have time tomorrow after 1pm, I can make something work. I'm then out of the office until the 23rd so we can connect after that date.

As it relates to your application comments I would encourage you to keep working on the application for submission, so the Planning Dept. can get it to me. It has to be submitted for my signature as I don't sign off in advance. It is much easier for the applicant that way.

I would also recommend you talk with members at the Planning Dept. as I think they can give you some information around the SOAK application with some recommendations.

Just let me know if tomorrow works or after the 23rd and we will take it from there.

Thanks

On Tue, May 10, 2022 at 3:18 PM Spencer Miles <spencermiles@gmail.com> wrote:
Hello Sheriff Magill,

I'm organizing a small music campout the weekend of September 9th on Fred Justesen's property in Tygh Valley. I believe Glenn Boyd spoke with you earlier today to give you a heads up that we'd be reaching out to you.

We're planning to submit our mass gathering permit to the county in the next week or two, and one of the last areas we need to button up is regarding a written approval from your office. Specifically:

The organizer shall secure a written statement from the chief law enforcement officer of the county in which the outdoor mass gathering is to take place that arrangements for security and the orderly flow of traffic to and from the outdoor mass gathering complies with state and local laws, ordinances, and regulations, and is satisfactory with respect to anticipated crowds and location of the outdoor mass gathering.

I'm wondering if you might have some time to connect by phone this week, so that I can share some further details about the event and our approach to security, traffic control, and safety? It's really important to us that this event is safe for our attendees, and we want to work with your office to ensure we're taking all the necessary precautions so that this can be a sustainable event for years to come.

In advance of our call, some other pertinent details are as follows:

- Event will run from Friday 9/9 @ 4pm until Sunday 9/11 @ noon
- Anticipating 550-700 people, including staff. This is being held at the same site as SOAK, which generally hosts 1,900 people, so our audience is considerably smaller.
- The event is 21+, and the average age of our attendees is around 30 years old.
- We'll have 7 DPSST certified staff on shift at all times, including a security supervisor who can be the primary point of contact with local law enforcement.
- Peak traffic volume will be Friday evening and Saturday afternoon, and we'll have 4-6 traffic control volunteers in addition to the 7 security staff to ensure fast and orderly flow of traffic.

Hope you're doing well, and I look forward to connecting with you soon!

Spencer



Sean Bailey <seanb@co.wasco.or.us>

Canyon Vibration - Sound Addendum

Lane Magill <lanem@co.wasco.or.us>
To: Sean Bailey <seanb@co.wasco.or.us>

Thu, Jul 7, 2022 at 10:06 AM

I think that is pretty much what we are looking for. We may need to do some tweaking at the BOC meeting on the 20th, but for now it is a good start.

Thanks
Lane
[Quoted text hidden]



Lane Magill | *Wasco County Sheriff*
SHERIFF'S OFFICE

lanem@co.wasco.or.us | www.co.wasco.or.us
541-506-2592 | Fax 541-506-2581
511 Washington St. Suite 102 | The Dalles, OR 97058

Canyon Vibration MGP - Addendum 1 - Sound Management

Canyon Vibration is committed to operating a sustainable event for years to come, and recognize that it is of utmost importance to maintain peace within the community. To this end, we've had numerous conversations with Sheriff Lane Magill to address concerns he has regarding amplified music, and believe we have a strategy that will ensure that volume levels don't reach the community after midnight.

The specific hours of music from our main stage will be from 4pm - 5am on Friday, and Noon to 5am on Saturday. At midnight each night, we will adjust volume levels to mitigate any potential noise complaints. The strategy for this mitigation is described below.

Mention the scale of sound

1. The soundsystem itself is not very large. Compared to What The Festival, another long running music event in Wasco County, the Canyon Vibration soundsystem is smaller than that of the smallest stage at What The Festival, which ran until 5am.
2. The soundsystem will be positioned at the western edge of the Justesen Ranch, and the speakers will be pointed west, away from the community of Tygh Valley (see map).
3. Each day of the event when music starts, we will take a decibel reading at the junction of Davidson and Tygh Valley Road, which will be logged.
4. While music is playing, we will take decibel readings every 30 minutes from the entrance of the event at the property boundary and maintain a log of these readings.
5. At midnight each night, we will take a decibel reading at the junction of David and Tygh Valley road, and ensure that the decibels are less than 60dB, which is the volume of a typical conversation. The person taking the reading at the intersection will be in communication with our sound engineer, and if the decibel reading is above 60dB, we will lower the output of the soundsystem until it reaches 60dB.



**PLANNING DEPARTMENT**

2705 East Second Street • The Dalles, OR 97058
p: [541] 506-2560 • f: [541] 506-2561 • www.co.wasco.or.us

Pioneering pathways to prosperity.

FILE NUMBER: 921-22-000078-PLNG

FEE: \$2,625.00

OUTDOOR MASS GATHERING APPLICATION

Date Received: _____ Planner Initials: _____ Date Complete: _____ Planner Initials: _____

APPLICANT/ORGANIZER CONTACT:

Name: Peter Marks & Spencer Miles Name of Organization: Occasion Vibration LLC
Mailing Address: 3939 SE Kelly St,
City: Portland State: OR Zip: 97202
Email: petermarks@gmail.com Phone: 503-781-9467

PROPERTY INFORMATION:

Township Range Section Tax Lot(s)	Tax ID	Acres	Owner
4S 13E 16-15	2200	163.62	Fred Justesen

Property Address/Location: 89720 Davidson Grade Rd., Tygh Valley, OR 97063

DESCRIPTION OF THE EVENT: (Indicate what will happen and when; attach additional sheets if necessary)

See outdoor mass gathering narrative for full detail.

☐ Additional pages/maps/pictures attached

EVENT DETAILS:

Estimated Attendance: 700 (650 Attendees + 50 Staff) Dates and Times of Event: Sept. 9 (4pm) - 11 (12pm)
First Day of Set-Up: Sept. 8, 2022 Last Day of Tear-Down: Sept. 11, 2022
On-Site Contact: Manoj Mathew 24 HR Phone #: 503-880-8339

Will sound amplification be used? ☒ YES ☐ NO If YES, explain:

Yes there will be 2 small sound systems at the end of the canyon, pointed away from nearby dwellings.

Will alcohol be available during the event? ☐ YES ☒ NO If YES, explain (attach OLCC Permit):

SITE PLAN

A general site plan is required and MUST show the types, numbers and locations of the following:

- | | | |
|---|--|--|
| <input type="checkbox"/> Existing Structures | <input type="checkbox"/> Proposed Temporary Structures | <input type="checkbox"/> Streams/Bodies of Water |
| <input type="checkbox"/> Water Supply | <input type="checkbox"/> Toilets & Washing Facilities | <input type="checkbox"/> Solid Waste Collection |
| <input type="checkbox"/> Food Prep & Service Facilities | <input type="checkbox"/> Parking, Ingress & Egress Surface | <input type="checkbox"/> Surrounding Vegetation |
| <input type="checkbox"/> Camping Areas | <input type="checkbox"/> First Aid/Medical Standby | <input type="checkbox"/> Other: _____ |

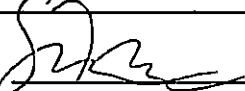
THE APPLICANT/PROPERTY OWNER SHALL CERTIFY THAT:

1. If the application is granted, Applicant will exercise the rights granted in accordance with the terms and subject to all the conditions and limitations of the approval.
2. Applicant will comply with all health and safety rules governing outdoor mass gatherings as adopted by the Oregon Department of Human Services and implemented through Wasco County's Land Use and Development Ordinance (LUDO) and other applicable regulations.
3. Applicant declares under penalties of false swearing (ORS 162.075 and 162.085) that all the above information and statements, site plan, attachments and exhibits transmitted herewith are true; and the applicants so acknowledge that any permit issued on the basis of this application may be revoked if it is found that any such statements are false.
4. Applicant and Property Owner hereby grant permission for and consent to Wasco County, its officers, agents and employees, as well as public health and fire control officers to come upon the above-described property to gather information and inspect the property whenever it is reasonably necessary for the purpose of processing this application and/or monitoring the terms and conditions of the permit issued and any other applicable laws or ordinances.
5. Applicant and Property Owner have read the entire contents of the application, including the procedures and criteria, and understand the requirements for approving or denying the application.

SIGNATURE OF APPLICANT AND EACH OWNER OF THE SUBJECT PROPERTY

Applicant/Organizer Signature: _____ Date: 5-17-2022

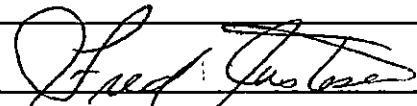
Printed Name: Spencer Miles Organization: Occasion Vibration LLC

Owner Signature:  Date: 5-17-2022

Printed Name: Fred Justesen

Owner Signature: _____ Date: _____

Printed Name: _____

Owner Signature:  Date: 5/18/2022

Printed Name: Fred Justesen

CANYON Vibration
Outdoor Mass Gathering Permit Narrative

Dates: Sept. 9-11, 2022

Location: Justesen Ranch, 89720 Davidson Grade Rd, Tygh Valley

Water Supply (OAR 333-039-0015)

Drainage (OAR 333-039-0020)

Sewerage Facilities (OAR 333-039-0025)

Refuse Storage & Disposal (OAR 333-039-0030)

Food & Sanitary Food Service (OAR 333-039-0035)

Emergency Medical Facilities (OAR 333-039-0040)

Fire Protection and Prevention (OAR 333-039-0045)

Security Personnel (OAR 333-039-0050)

Traffic (OAR 333-039-0055)

Attachment A: Bishop Services Letter of Intent

Attachment B: Tygh Valley Water Letter of Intent

Attachment C: Adventure Medics Letter of Intent

Attachment D: Life Flight Network Letter of Intent

Attachment E: Dark Eden Security Letter of Intent

Attachment F: Canyon Vibration*2022 Site Plan

Attachment G: Canyon Vibration*2022 Evacuation Map

Attachment H: Canyon Vibration*2022 Traffic Control Plan

Attachment I: Affected Tax Lots

Canyon Vibration is a community campout organized by Occasion Vibration LLC. This campout originally started in Newberg, Oregon in 2015 as a weekend camping event focused on arts and music, and has grown in size over the years to a point where the organizers needed to find a larger location, and will now be based near Tygh Valley, Oregon.

Occasion Vibration LLC, herein referred to as Producer, provides the following information to demonstrate that Canyon Vibration will satisfy all applicable health and safety regulations governing outdoor mass gatherings (OMG).

Water Supply (OAR 333-039-0015)

(1) Required Amounts:

(a) A minimum of 12 gallons per person per day shall be available for the campout.

The requested 2022 attendance capacity is 700 (650 attendees & 50 staff) people in total, over the course of the event.

Six 20 gallon handwashing stations will be provided and serviced daily during the event. They will be stationed at each cluster of portable toilets, the medical station, for an additional 120 gallons onsite per day.

Producer has contracted with Tygh Valley Water to provide access as needed to 16,800 gallons stored approximately 1 mile from the event site. See Attachment A, Bishop Services Letter of Intent, and Attachment B, Tygh Valley Water Letter of Intent.

In addition, Producer requires that each participant bring enough water for the duration of the event (i.e. 2 gallons per person per day).

(b) Storage facilities equal to one day's total water usage shall be provided, unless a greater or lesser amount, with a minimum of five gallons per person per day, is determined by Wasco County as sufficient or necessary.

The County has previously found that the storage and access plan described in section OAR 330-339-0015(1)(a) could satisfy this rule for SOAK, another event on this property.

(c) A Wasco County approved well or water system may be used as a source of water, or in addition to Wasco County approved outside source.

Tygh Valley Water is a County-approved water source and will have 8,400 Gallons of water per day in reserve for the Canyon Vibration event required under this rule.

(d) An amount of water equal to one day's total usage requirements shall be kept in reserve at all times.

The County has previously found that OAR 330-339-0015(1)(b) and (1)(d) work together to ensure that adequate water is available for the campout. The County has found that "in reserve at all times" means 'readily available for use but does not require that the water be stored onsite.

Because Tygh Valley Water can provide 200,000+ gallons on an on-call basis, the County may find that this rule is satisfied.

Subpart (2) Bacteriological and Chemical Requirements.

This subsection of the rule requires that all drinking water be subject to testing and meet certain substance concentrations. Producer, working with Tygh Valley Water District, will ensure that the Drinking Water Hauling Guidelines designated by Oregon Health Services are followed.

Subpart (3) Construction, Maintenance, and Design.

This subsection of the rule requires that the water supply system be constructed in a certain manner and with certain materials. Because Producer does not utilize a water distribution system, the County may find that this rule does not apply

Drainage (OAR 333-039-0020)

Justesen Ranch has previously been inspected by North Central Public Health District (NCPHD) and deemed to have proper and adequate drainage. It has also been found that Justesen Ranch has proper and adequate erosion control on site, including but not limited to automotive and pedestrian traffic. Furthermore, Justesen Ranch has implemented and continues to implement best practices from its Agricultural and Recreation Management Plan.

Participants are prohibited from dumping materials including gray water, waste, or human waste onto the property surface or into the White River. If participants are found violating this rule, they will be ejected from the event. Participants must remove all waste, including gray water, when they exit the event. Canyon Vibration is a Leave No Trace event.

Sewerage Facilities (OAR 333-039-0025)

The only sections of this rule that apply to campout are subparts (3) and (4). Canyon Vibration is contracted with Bishop Sanitation for onsite sanitary facilities (e.g., portable toilets and handwashing stations); therefore, 333-039-0025(1) and (2) do not apply.

(3) Number and Location of Toilets and Privies

Producer does not separately designate camping areas and planned activity areas; toilet placement will be in accordance with anticipated crowd concentration in each area of the site. Based on a 700-person capacity, producer will provide approximately one toilet per 40 people with 1 hand-washing station at each toilet bank, which exceeds the 7 toilets per 800 people (or one toilet per 114 people) required by code Subpart B, Section (a). 15 or more portable toilets with hand sanitizer in each unit will be set up in banks, and at least 4 portable 20-gallon hand-washing station will be provided per bank. An appropriate amount of units will be ADA-compliant, including one toilet stationed next to the Medical tent. Each portable toilet and handwashing station will be pumped at least once per day.

Producers anticipate gray water will be negligible due to food service being provided for all attendees through a secured food vendor. This vendor has a self contained gray water system, where they will handle removal and disposal of gray water.

Participants must remove all waste, including gray water, when they exit the event. Canyon Vibration is a Leave No Trace event.

For these reasons, the County may find that Canyon Vibration LLC, will meet the applicable requirements in OAR 330-039-0025.

(4) Liquid Wastes not containing Human Excreta:

Canyon Vibration does not provide shower facilities and does not provide greywater disposal services to participants. Participants must remove all waste, including gray water, when they exit the event.

Our licensed food vendor/truck has confirmed that their internal gray water tank is sufficient enough to contain all waste water generated during food service during the event. Food vendor will be responsible for removing waste and gray water when they exit the event.

Refuse Storage & Disposal (OAR 333-039-0030)

This rule imposes 3 requirements for storing and disposing of refuse and solid waste:

- (1) All refuse and solid waste shall be stored in fly-tight containers constructed of impervious material.**
- (2) Containers for refuse and solid waste storage shall be provided at a minimum ratio of one 30 gallon container for each 16 persons or fraction thereof anticipated or one cubic yard of container capacity for each 125 persons or fraction thereof anticipated.**
- (3) All refuse and solid waste shall be removed from storage containers at least once every 24 hours and transported and disposed of in a manner which is authorized and complies with state and local laws, ordinances and regulations.**

Canyon Vibration promotes a Leave No Trace ethic, which is communicated in our weekend guide, website, emails and facebook event page. We ask all patrons to pack out what they pack in.

Additionally, Canyon Vibration will provide onsite garbage cans throughout the site, to help ensure that people don't litter. These will be disposed of every 12 hours into an onsite dumpster. Additionally, this dumpster may be used by patrons for disposal of their refuse at the end of the event.

Additionally, event staff performs a sweep of the property before the event, bagging and removing existing debris in order to fulfill its role as stewards of the Justesen property.

Food & Sanitary Food Service (OAR 333-039-0035)

Canyon Vibration will contract with one or more licensed food vendors to provide food during the event. These licensed vendors will be responsible for ensuring they conform to Oregon food and food handling safety regulation, as well as being responsible for removing any gray water and refuse.

Emergency Medical Facilities (OAR 333-039-0040)

Canyon Vibration has contracted with Adventure Medics for medical/crisis coverage during the event. These services will be available via a centrally located and clearly marked medical tent provided by Adventure Medics. Adventure Medics staff will be on duty at all times during the event, augmented security personnel whose primary purpose is to roam the event site to identify real or impending medical issues. Canyon Vibration's contract with Adventure Medics will satisfy all of the requirements set forth in OAR 330-039-0040(1)-(5). See Attachment D, Adventure Medics Letter of Intent, which provides additional detail.

Section (6) Communication, either telephone or radio-telephone, shall be provided to summon aid or notify the nearest hospital, law enforcement, or fire protection agency, as required.

Canyon Vibration utilizes UHF radios for onsite communications, and has cellular phone access as well.

Section (7) Ambulances shall be provided at the outdoor mass gathering for emergency evacuation of sick and injured persons at a ratio of one ambulance for each 10,000 persons anticipated or fraction thereof.

Adventure Medics and Canyon Vibration will coordinate with Life Flight Network to provide air ambulance services. We will be using Landing Zone (LZ) r, located at the Tygh Valley Community Center at 57594 Tygh Valley Rd, 97063. The coordinates will be provided to Life Flight in advance of the event. See Attachment E, Life Flight Network Letter of Intent.

Basic life support transport services will be provided by local ambulance service providers. Local 911 emergency responders involved in this plan include but are not limited to:

- South Wasco County Ambulance
- Tygh Valley Fire
- Wamic Fire
- Maupin Ambulance
- Dufur Ambulance
- Dufur Fire

Fire Protection and Prevention (OAR 333-039-0045)

(1) Each camping space shall be a minimum of 1,000 square feet or large enough to accommodate a parked camping vehicle, tent vehicle or tent, as the case may be, and to maintain at least 15 feet separation from any other camping vehicle, tent vehicle or tent, building, structure, or property line.

The authorities having jurisdiction are Tygh Valley VFD (north end) and Juniper Flats VFD (south end). Canyon Vibration will work with these districts to determine safe roadway access and fire prevention plans.

The event will not exceed the requested capacity of 700 participants and will allocate camping space to registered campers. Camp space is allocated depending on the number of planned participants and layout design of their camps. Given that many Canyon Vibration attendees camp in small groups with shared infrastructure, Canyon Vibration demonstrates compliance with subpart (1) using the 1,000 square feet per camping space requirement:

Total Space Calculations:

Total area suitable for camping = 43.3 acres (1,886,148 ft²)

Maximum attendance = 700

Minimum space per person = 2,694 square feet per tent/camp, allowing for sufficient square footage

(2) The organizer shall secure a written statement from the local fire protection agency having jurisdiction that fire protection complies with state and local laws, ordinances, and regulations, and is satisfactory with respect to anticipated crowds and location of the outdoor mass gathering.

The authorities having jurisdiction are Tygh Valley VFD. Canyon Vibration will work in conjunction with TV VFD chief Paul Le Plant to determine safe roadway access and fire prevention plans.

In addition to the requirements outlined in Sections (1) and (2), Canyon Vibration utilizes the following tools to prevent or maintain small unplanned fire incidents, if they occur:

- Canyon Vibration is a no-flame, no-fire, no-smoking event. This is communicated to ticket holders in advance via email and our social media channels, as well as upon arrival to the event. This helps to ensure that fire risk will be at an absolute minimum.

- Additionally, 1 dedicated vehicle with 3 2.5-gallon pressurized water extinguishers and a 10-1b (UL 4A-80B:C) dry chemical extinguisher on board will be provided
- 1 water truck (2000+ gal., 100+ psi, 125+ gpm)
- At least 8 5-1b Class ABC fire extinguishers placed throughout the event for use by participants or safety personnel.

Canyon Vibration provides a Volunteer Fire Safety Team as well as Security Staff that have been trained to use all onsite equipment. The fire safety team is on 24/7 standby for incidents.

Security Personnel (OAR 333-039-0050)

(1) The organizer shall maintain an accurate count of persons attending the outdoor mass gathering and shall provide adequate security arrangements to limit further admissions to the outdoor mass gathering when the anticipated number of persons have been admitted.

Canyon Vibration provides:

- Unarmed DPSST Security Staff (7 on shift at all times). This includes 1 DPSST Security Supervisor who is the primary contact for local law enforcement.
- Internal "Gate & Parking" staff/volunteers: (2-4). Internal crew trained in event admission security, ID checks and wristband application and trespassing escalation (to event management, Department of Public Safety Standards & Training (DPSST) Certified Security, and Law Enforcement when needed).
- Peer (Internal) Event Security, "Event Management": (5-7 on shift at all times). Event management staff all have prior experience working with DPSST security and Gate & Parking staff.

Canyon Vibration will have at least one (1) DPSST Certified Security Supervisor on shift at all times, as a point of contact for Law Enforcement, who can be reached 24 hours per day during the entire event. In the event that a Law Enforcement response is needed, Canyon Vibration event management and the DPSST Security Supervisor will meet law enforcement at the central Medical / Operations HQ.

See Attachment F: Security Letter of Intent

(2) The organizer shall secure a written statement from the chief law enforcement officer of the county in which the outdoor mass gathering is to take place that arrangements for security and the orderly flow of traffic to and from the outdoor mass gathering complies with state and local laws, ordinances, and regulations, and is satisfactory with respect to anticipated crowds and location of the outdoor mass gathering.

Canyon Vibration has been in contact with Sheriff Lane Magill, and will be working with his staff to ensure they have a point of contact and location of contact in case of emergency.

Traffic (OAR 333-039-0055)

This rule requires that Canyon Vibration satisfy 6 requirements. There have been no changes to the existing roadways that would prevent Canyon Vibration from demonstrating compliance.

1. We will encourage traffic to use OR-197 and turn at the southern intersection with Tygh Valley Road to discourage traffic through town and school zones.
2. MUTCD-approved signs placed at the south and north intersections of Tygh Valley Road and OR 197; signs will not impair the vision of drivers on the road.
3. Once on Tygh Valley Road, vehicles turn onto Davidson Grade Road and directed into the staging area on the event site property.
4. The event entrance will be clearly designated and well-lit at night.

In compliance with Sections (1), (2), (3), (4), and (5), Canyon Vibration has prepared a Traffic Control Plan demonstrating vehicle ingress and egress before, during and after the event. All roads have been previously graded by the municipality of Tygh Valley, OR and Wasco County, OR:

- US-197, a State of Oregon-maintained highway
- Tygh Valley Road, a Wasco County-maintained roadway
- Davidson Grade Road, a Tygh Valley, OR, maintained roadway for .24 miles, after which is becomes a private road maintained by deed holder & property owner Fred Justesen



(5) The organizer shall acquire approval from the local agency having jurisdiction for fire safety that the minimum width of all roads complies with state and local laws, ordinances, and regulations, and is satisfactory with respect to anticipated crowds and locations of the outdoor mass gatherings.

In Section (6), Canyon Vibration is required to provide a total of 52,500 square feet (Approx. 1.205 acres) for parking to accommodate a maximum capacity of 700 people.

Attachment A: Bishop Services Letter of Intent



04/13/22

Spencer Miles

Occasion Vibration LLC

RE: Laid Back Productions

Bishop Sanitation, Inc. intends to provide equipment and event support services for Laid Back Productions to take place at the Justesen Ranch in Wasco County, Oregon from September 8nd - 11th 2022.

Bishop will meet or exceed the event requirements by providing at least (16) standard portable toilet units, (2) ADA compliant portable toilet units, and (3) portable hand wash stations. Additionally, the units needed for this event may be scaled up or down depending upon number of anticipated guests as well as the current Covid-19 protocols set in place for Wasco County, Oregon.

Service Schedule: TBA.

We look forward to partnering with your organization. If you have any questions or comments, please contact Marissa Wynhoff or myself at (509) 773-4707.

Best regards,

Coleman

Sanitation Dispatcher
509.773.4707 office
509.261.3023 cell
509.773.5752 fax

Bishop Sanitation, Inc. is a for profit company based in Goldendale, WA and is locally owned and operated. A strong supporter of the environment and rural communities along the Columbia River, Bishop has been in continuous operation since 1962. Bishop Sanitation is appropriately licensed, bonded and insured to perform sanitation services in the states of Washington and Oregon. Tax ID is 91 1110210.

Attachment B: Tygh Valley Water Letter of Intent

From: **Tygh Valley Water District** <tyghvalleywaterdistrict@gmail.com>

To: Manoj Mathew <manojinthefflow@gmail.com>

Date: May 16, 2022, 5:03 PM

Subject: Letter of intent content

To whom it may concern:

Tygh Valley Water District is prepared to supply Canyon Vibration event with 8,400 gallons of emergency water supply per day from Sep. 9-11, 2022.

Please call Dan Jaffe, TVWD Board Chairman with any questions. 503-894-4847

Carrie Farrell

Secretary/Treasurer

Tygh Valley Water District

541-288-1005 MSG

503-890-9977 CALL/TEXT

Attachment C: Adventure Medics Letter of Intent



EXPERIENCED...PROFESSIONAL...RELIABLE

To Whom it may Concern,

This letter is to inform interested parties of our intent to provide medical services during Tygh Valley Festival to take place on September 9 - 11th, 2022.

Adventure Medics is an ALS transporting agency based in Bend, OR. We cover events ranging from festivals, concerts, and ultramarathons to wildland fires throughout Oregon and the greater PNW.

We are fully covered with liability, malpractice, and workmans comp insurance. Backed by a physician with standing orders like other ambulance agencies in the state. Our staff have one of the largest scopes of practice in Oregon.

For the festival we will be providing a medical tent or trailer for both clinical and emergency use. Our staffing will be on site 24 hours a day with a 12 hour oncall shift and a 12 hour working shift. Staff will include 1 ALS provider and 1 BLS provider

If you have any questions on our capabilities or standards please do not hesitate to contact us.

Sincerely,

Claire Ruddenklau

Event EMS Manager

541-639-9993

events@advmedics.com

Attachment D: Life Flight Network Letter of Intent



22285 Yellow Gate Lane, Suite 102
Aurora, Oregon 97002
Office (503) 678-4364
Fax (503) 678-4369

May 10, 2022

Manoj Mathew
Canyon Vibration
503-880-8339

Dear Manoj,

Life Flight Network is happy to provide our services for your event from September 9-11, 2022. Our understanding is that you need to have ALS transport services available in the case of a medical emergency that requires immediate transport to the closest most appropriate facility.

Our Services in the Region

Life Flight Network has multiple air medical bases in the region. Our closest aircraft is based in Dallesport, WA. The flight time for this helicopter to 89720 Davidson Grade Road, Tygh Valley, OR, is approximately 25 minutes. The second helicopter in the region is in Redmond, OR, and would have an approximate 35-minute flight time. The critical care crews on these aircraft consist of a nurse and a paramedic.

Patients are generally transported to the closest most appropriate facility. From Tygh Valley, we would most likely transport to The Dalles, Portland or Bend, depending upon the patient's unique circumstances.

Pricing

Canyon Vibration will incur no charges for utilizing Life Flight Network during this event. We typically respond from our base location when requested. We bill the patient directly, a base fee plus a per loaded mile fee. We do have a membership program available for purchase that would result in no out of pocket expenses for a patient. If you would like to make this available for your participants, I can get you further details.

Availability

We cannot guarantee availability, especially when considering factors beyond our control (on another flight, weather, unpredictable maintenance, etc.). In the event both Dallesport and Redmond are busy or otherwise unavailable, we have addition resources in Aurora, La Grande, and Pendleton.

Please let me know if we can provide additional information. As we get closer, I'd like to discuss the specific logistics of utilizing Life Flight Network (how to contact us, how we will communicate once we're in the air, and where we will land, and safety operations).

Thank you,



Michael Weimer
Vice President
(208) 258-4323

Attachment E: Dark Eden Letter of Intent

Dark Eden Security



PO Box 47, The Dalles, Or 97058-0047

Letter of Intent

RE: Canyon Vibrations 2022

Dark Eden Security will be providing Dpsst certified security staffing for Canyon Vibrations event to be held from Friday Sept 9th thru Sunday Sept 11th. Dark Eden security will provide 24 hour security patrols of the perimeter, gates and throughout event area while event is active and pre and post setup as needed.

All staff is Dpsst certified and we have many years experience in all aspects of security services including outdoor events. We understand the unique challenges that may arise during these events and look forward to working with everyone to overcome these challenges as they may occur. We are confident that the event will go well and look forward to working with everyone.

We look forward to seeing you all at Canyon Vibration 2022,

Donal "Damon" Liebermann

PSID#: 63527 (Excutive Manager and Owner)

Dark Eden Security PSID#: 7220

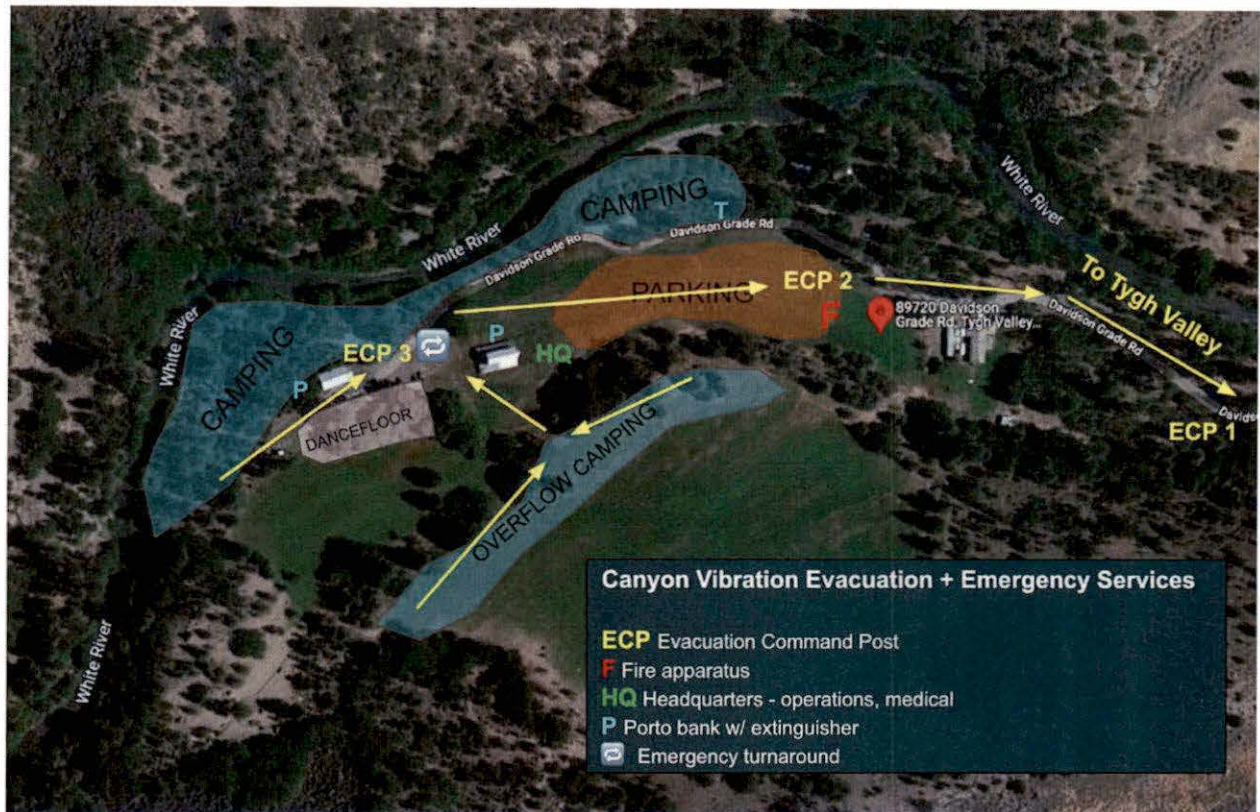
Phone: 541-693-3797

Email: Darkedeninc@gmail.com

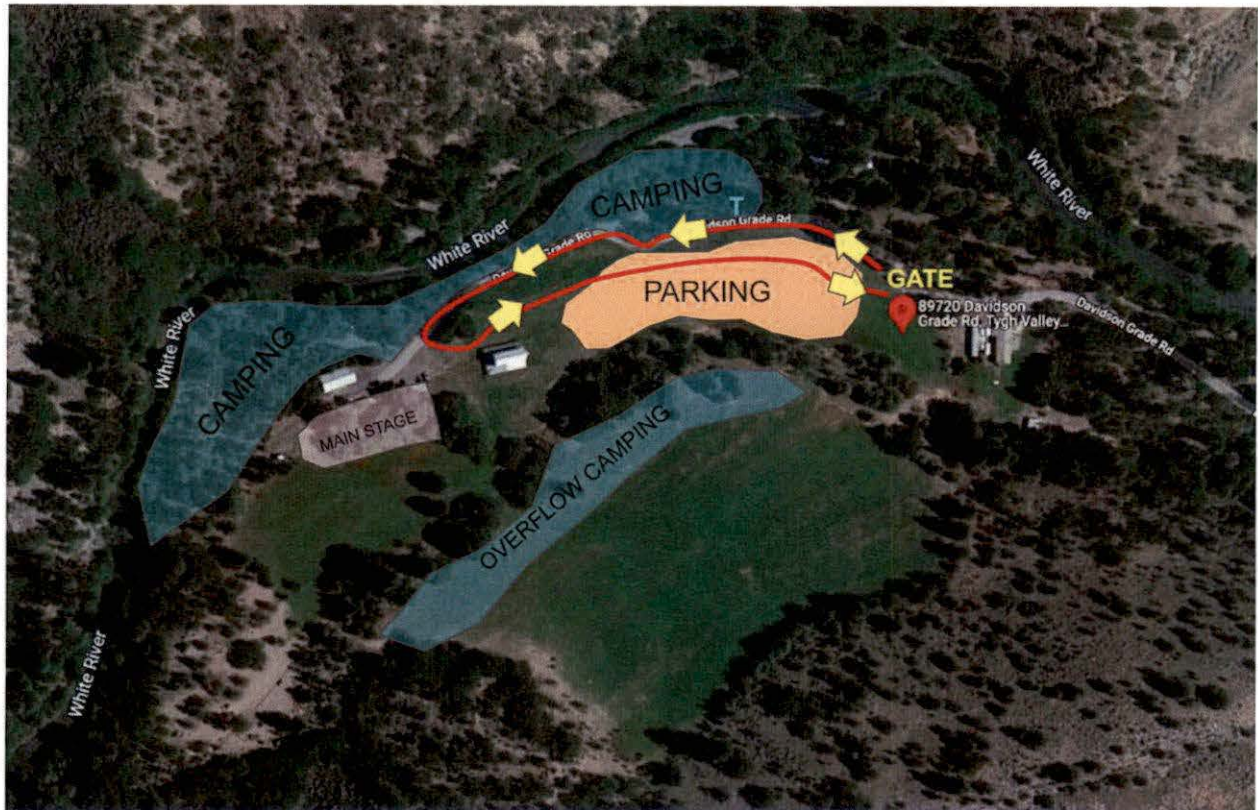
Attachment G: Canyon Vibration 2022 - Site Plan



Attachment H: Canyon Vibration 2022 - Evacuation Map



Attachment I: Canyon Vibration 2022 - Traffic Control Plan



Attachment J: Affected Tax Lots

Primary address associated with Tax Lot:				
89720 Davidson Grade Rd.				
Tygh Valley, OR. 97063				
TAX LOT	TOWNSHIP	RANGE	SECTION	ACRES
2200	4S	13E	16-15	163.62

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that JONNIE L. JUSTESSEN, hereinafter called the grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto FRED A. JUSTESSEN, hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of that certain real property, with the tenants, hereditaments and appurtenances thereto belonging or in anywise appertaining, situated in the County of Wasco and State of Oregon, described as follows, to wit:

An undivided one-half interest in and to that certain real property described in Exhibit A attached hereto and made a part hereof as if fully set out herein.

SUBJECT TO AND EXCEPTING:

1. The rights of the public in and to the portions thereof included within the boundaries of roads and highways.
2. The usual reservations as contained in patents issued by the United States of America.
3. Public utility easements including, but not limited to:
 - (a) Easement and right-of-way as granted to Pacific Power and Light Company by deed recorded in Deed Book 87, Page 349, which affects the South half of the southwest quarter of the Northeast quarter of Section 10. (Affects Parcel I)
 - (b) Telephone Line Right-of-Way Easement, Mountain Fir Lumber Co., Inc. to Telephone Utilities, Inc., recorded December 12, 1985, Wasco County, Oregon, Micro Film No. 85-2819. (Affects Parcels III & IV)
 - (c) Telephone Line Right-of-Way Easement, Mountain Fir Lumber Co., Inc. to Telephone Utilities of Eastern Oregon, Inc., recorded August 3, 1988, Wasco County, Oregon, Micro Film No. 88-2247. (Affects Parcels II, IV & V)
 - (d) Telephone Cable Right-of-Way Easement, Mountain Fir Lumber Co., Inc. to Deschutes Telephone Company, recorded April 26, 1973, Wasco County, Oregon, Micro Film No. 73-0893. (Affects Parcel IV)
 - (e) Telephone Line Right-of-Way Easement, Mountain Fir Lumber Co. Tygh Valley Division to Deschutes Telephone Co., recorded July 30, 1991, Wasco County, Oregon, Micro Film No. 91-2539. (Affects Parcel IV)
4. As disclosed by the tax roll, portions of the real property described in Exhibit A have been zoned or classified for farm use. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalty and interest.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$93,750.00.

IN WITNESS WHEREOF, the grantor has executed this instrument this 20 day of November, 1991.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAW OR CITY AND COUNTY ORDINANCES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPLICABLE USES.

Jonnie L. Justesen

STATE OF OREGON }
County of Wasco } ss.
November 20, 1991

Personally appeared the above named Jonnie L. JUSTESSEN and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon
My commission expires 9-22-95



After recording return to:

DICK & DICK
601 Washington St.
The Dalles, OR 97058

Until a change is requested all tax statements shall be sent to the following address:

Fred A. Justesen
Grass Valley, OR 97029

914084

Microfilm

FILED WASCO CITY
THE DALLES, OR.

Nov 22 2 10 PM '91

KAI.
COUNTY CLERK
STATE OF OREGON
County of Wasco

I certify that this document was received and recorded in the

DEED

Records.
Karin H. LeBretton, County Clerk
by _____ Deputy
Return to

COMPARED

INDEXED

914084 (4)

EXHIBIT A

PARCEL I - CODY PROPERTY

Tract II, Wasco County Partition Plat
Filed by Mountain Fir Lumber Co., Inc.
Recorded as File No: 91-0010, July 17, 1991
More Particularly Described as:

A tract of land in the North one-half of Section 10,
Township 4 South, Range 13 East, Willamette Meridian, Wasco
County, Oregon, being more particularly described as
follows:

Commencing at the southwesterly corner of the Plat of Juniper
Addition in Wasco County, Oregon, said point being 30 feet
easterly when measured at right angles from the centerline of
the Old The Dalles-California Highway No. 197, now Wasco
County Road No. 247, also known as Tygh Valley Road; thence
North 32°52'13" East along the southerly line of said Plat of
Juniper Addition 1.59 feet to a point being on the East side
right-of-way of said Wasco County Road No. 247 on the tapered
widening section of said road as deeded to Wasco County by
instrument recorded Microfilm No. 78-0652, Microfilm Records
for Wasco County, Oregon; said point further being 1,774.42
feet East and 169.56 feet South of the Northwest corner of
said Section 10; thence along the line of the widened
right-of-way of said County Road, South 48°22'08" East 84.98
feet to a point 40.00 feet easterly when measured at right
angles from Engineer's Centerline Station as referred to in
said conveying deed of widening of 38+50; thence continuing
along said right-of-way 40.00 feet easterly of, when measured
at right angles from and parallel with the centerline of said
highway, South 42°39'30" East 346.08 feet to a 5/8" iron rod
and true point of beginning of this description, said point
being 2,072.46 feet East and 480.53 feet South of the
Northwest corner of said Section 10; thence leaving said
right-of-way North 44°46'14" East 746 feet, more or less, to
the centerline of Tygh Creek; thence southeasterly and
downstream along the centerline of Tygh Creek to its
intersection with the East line of said Section 10; thence
South along the East line of said Section 10 a distance of
800 feet, more or less, to the East one-quarter corner of
said Section 10; thence westerly along said East-West
centerline 2,280 feet, more or less, to an intersection with
the easterly right-of-way line of said Old The
Dalles-California Highway No. 197, now Wasco County Road
No. 247, said point being South 89°54' East 300 feet, more or
less, from the Center one-quarter corner of said Section 10;
thence northerly along the easterly right-of-way line of said
highway and county road 2,575 feet, more or less, to the
point of beginning of this description.

TOGETHER WITH the Right of Way Easement granted by Wasco County
to Mountain Fir Lumber Co., Inc. dated February 13, 1974 and
recorded July 17, 1991 as Micro Film No. 91-2384, Wasco County
Records.

EXCEPTING therefrom the following described nonexclusive
perpetual road easement which is reserved to the Grantor, its
successors and assigns, which easement shall be appurtenant to
Tract I, Wasco County Partition Plat, filed by Mountain Fir
Lumber Co., Inc., recorded as File No. 91-0010, July 17, 1991,
Wasco County Records:

A strip of land 30 feet wide lying 15 feet on either side of the
following described centerline:

914094 (u)

EXHIBIT A

Beginning at a point 2,072.46 feet East and 480.53 feet South of the Northwest corner of Section 10, Township 4 South, Range 13 East, Willamette Meridian, Wasco County, Oregon, thence North 44°46'14" East 12.64 feet to the true point of beginning of the centerline of this road easement; thence South 41°07'36" East 1,105.52 feet to a point; thence South 22°40'38" East 38.54 feet to the Easterly right-of-way line of the Old The Dalles-California Highway No. 197, now Wasco County Road No. 247, also known as Tygh Valley Road, and the termination of this road easement, EXCEPT any portion of the above-described road easement lying within the Old The Dalles-California Highway No. 197.

ALSO EXCEPTING therefrom that part conveyed to Wasco County by instrument recorded March 1, 1978 as Micro Film No. 78-0652, Wasco County Records.

ALSO EXCEPTING therefrom any part thereof lying Southerly of the most Northerly bank of the White River.

SUBJECT TO the rights of the Public in the roadway along the South boundary of the above described property.

PARCEL II - "FIVE ACRES SOUTH OF WHITE RIVER"

Beginning 802 feet North of the one-sixteenth section corner on the South boundary of the Southwest quarter of Section 10, in Township 4 South, Range 13 East of the Willamette Meridian. Running thence South 89° East a distance of 233 feet; thence South 60° East 449 feet; thence North 72° East 168 feet; thence North 31° East 100 feet, more or less, to the center of the channel of White River, thence following center of said channel, Northwesterly and upstream 968 feet to a point due North of the point of beginning; thence South 405 feet, more or less, to the point of beginning.

PARCEL III - "DUPLEX ACROSS WHITE RIVER"

Beginning at a point 22.14 chains North of the Southeast 1/16 corner of the West half of the Southeast quarter of Section 10, Township 4 South, Range 13 East of the Willamette Meridian; thence North 10.73 chains to center of White River; thence South 48° West 11.605 chains up White River; thence South 5° East 3.695 chains to center of road; thence North 85°11' East 8.345 chains to place of beginning, all in Section 10, Township 4 South, Range 13 East of the Willamette Meridian, SAVE AND EXCEPT that certain tract of land conveyed by Edwin S. Baxter and wife to Donald G. Iverson and wife, recorded in Book 113, Page 595, Deed Records of Wasco County, Oregon, as follows: Beginning at a point 1720 feet North of the Southeast 1/16 corner of the West half of the Southeast quarter of Section 10, Township 4 South, Range 13 East of the Willamette Meridian, said point being on the Northerly right-of-way line of The Dalles-California Highway; running thence North 450 feet to the center line of White River; thence South 48° West upstream along White River 500 feet to State Highway Bridge; thence Southeasterly along Northerly right of way line of The Dalles-California Highway 410 feet to point of beginning.

EXCEPTING Beginning at a point located North a distance of 1562.7 feet and East a distance of 15 feet, more or less, from the Southeast 1/16 section corner of the West half of the Southeast quarter of Section 10, Township 4 South, Range 13 East of the Willamette Meridian, in Wasco County, Oregon, which place of beginning is the Southeast corner of an existing fence on the Easterly and Southerly boundary of the property herein described; thence running West 111 feet, more or less, to the Easterly boundary of the Davidson Grade County Road No. 216, thence

914084 (4)

EXHIBIT A

Northerly along said boundary to the Southerly boundary of the Old The Dalles-California Highway, thence Northeasterly along the Southerly boundary of the Old The Dalles-California Highway 106.2 feet, more or less, to a point 3.1 feet North of the existing fence line, as extended, along the Easterly side of the property herein described, thence South following the existing fence line 70.6 feet, more or less, to the Southeast corner of the existing fence line on the Easterly and Southerly boundary of the property herein described and the point of beginning.

ALSO EXCEPTING, beginning at a point 22.14 chains (1,461.24 feet) North of the Southeast 1/16 corner of the West half of the Southeast quarter of Section 10, Township 4 South, Range 13 East of the Willamette Meridian; thence running North $117\frac{1}{2}$ feet; thence West 91 feet; thence South $122\frac{1}{2}$ feet; thence East 96 feet to the place of beginning, subject to an easement to the Pacific Power and Light Co.

ALSO EXCEPTING that property described in Bargain and Sale Deed, Mountain Fir Lumber Company to Wasco County, recorded November 22, 1982, Micro Film No. 82-2458.

PARCEL IV - "MAYFIELD PROPERTY"

The Northeast quarter of the northwest quarter of Section 15, Township 4 South, Range 13 East of the Willamette Meridian;

ALSO, beginning at the Southwest corner of the Southeast quarter of the Southwest quarter of Section 10, Township 4 South, Range 13 East of the Willamette Meridian and running thence North along the West line of said subdivision a distance of 594 feet; thence South $57^{\circ}18'$ East 93 feet; thence South $80^{\circ}20'$ East 143 feet; thence South $87^{\circ}31'$ East 231 feet; thence North $76^{\circ}00'$ East 166 feet; thence North $72^{\circ}00'$ East 168 feet; thence North $31^{\circ}00'$ East 100 feet, to the center of the channel of White River; thence Northeasterly and downstream along said channel, 1596 feet; thence leaving said channel and running South $05^{\circ}00'$ East 243.87 feet to the center of the County Road; thence North $85^{\circ}11'$ East 452.1 feet; thence South $02^{\circ}46'$ West 215.7 feet; thence East 107.25 feet to the East line of the Southwest quarter of the Southeast quarter of said Section 10; thence South $00^{\circ}11'$ West 1237.5 feet to the Southeast corner of said Southwest quarter of Southeast quarter; thence South $89^{\circ}58'$ West along the South lines of the Southwest quarter of the Southeast quarter and the Southeast quarter of the Southwest quarter of said Section 10, 2654 feet to the point of beginning.

EXCEPT the following described parcel which is reserved to the Grantor, its successors and assigns:

A tract of land in the Southwest one-quarter of Section 10 and the North one-half of the Northwest one-quarter of Section 15, Township 4 South, Range 13 East, Willamette Meridian, Wasco County, Oregon, being more particularly described as follows:

Beginning at the Southwest corner of the Southeast one-quarter of the Southwest one-quarter of said Section 10; thence North $00^{\circ}09'45''$ West at right angles to the South line of said Section 10 a distance of 45.77 feet; thence North $89^{\circ}50'15''$ East parallel with and 45.77 feet North of the South line of said Section 10 a distance of 1,108.90 feet; thence at right angles South $00^{\circ}09'45''$ East 737.42 feet; thence at right angles parallel with the North line of said Section 15, South $89^{\circ}50'15''$ West 1,108.90 feet; thence at right angles North $00^{\circ}09'45''$ West 691.65 feet to the true point of beginning of this description.

EXHIBIT A

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FURTHER EXCEPTING the following described perpetual road easement which is reserved to the Grantor, its successors and assigns, which shall be appurtenant to the above described excepted parcel:

A strip of land 30 feet wide lying 15 feet on either side of the following described centerline:

Beginning at a point on the East line of the above described tract, said point being North 00°09'45" West 225.45 feet from the Southeast corner of said tract, said point further being 212.77 feet South 89°50'15" West and thence 466.20 feet South 00°09'45" East of the North one-quarter corner of said Section 15; thence North 69°53'19" East 158.73 feet; thence North 77°08'43" East 106.80 feet; thence North 66°38'12" East 146.06 feet; thence South 88°40'01" East 73.51 feet; thence North 87°42'14" East 29.70 feet; thence North 47°12'53" East 28.18 feet; thence North 19°04'28" East 22.95 feet; thence North 00°51'19" West 28.80 feet; thence North 02°54'28" West 30.95 feet; thence North 07°01'38" West 125.55 feet; thence North 07°50'57" West 109.32 feet; thence North 09°11'50" East 106.92 feet; thence North 26°58'19" East 56.66 feet; thence North 33°41'43" East 89.60 feet; thence North 37°40'22" East 194.39 feet to the terminus of said centerline, said point being the northerly vacated terminus of Davidson Grade, Wasco County Road No. 216, as said road was vacated by Order of Wasco County Court dated September 25, 1974, said point of terminus further being described as being 386.86 feet North and 486.16 feet East of the North one-quarter corner of Section 15, Township 4 South, Range 13 East, Willamette Meridian, and at the point of intersection to a private road leading to the Glenn and Arlene Full residence.

The foregoing road easement reserved to Grantor, its successors and assigns, shall be nonexclusive and may be used by the Grantees, their heirs and assigns, for access to this Parcel IV, provided, however, Grantor, its successors and assigns, reserve the right to maintain a locked gate to control access to this road easement.

PARCEL V - "CARPENTER COURT"

Beginning 594 feet North of the 1/16 Section corner on the South boundary of the Southwest quarter of Section 10, Township 4 South, Range 13, East of the Willamette Meridian; running thence South 57°18' East a distance of 93 feet; thence South 80°20' East 143 feet; thence South 87°31' East 231 feet; thence North 76° East 166 feet, to a Pine tree, 14 inches in diameter; thence North 60° West 436 feet; thence North 89° West 233 feet to the West line of the Southeast quarter of the Southwest quarter of Section 10; thence South 178 feet to the point of beginning, containing 3.55 acres more or less. SAVE AND EXCEPT the parcel heretofore conveyed to Carl H. Miller and Ellorraine Miller, his wife, as shown by deed recorded, Micro Film No. 66-0545, Wasco County, Oregon, March 15, 1966.

ALSO an easement 30 feet wide for a roadway; beginning at the Northwest corner of the above described tract and following the Northerly boundary of said tract to the Northeast corner thereof; and thence Easterly along the present used roadway to the County Road. This roadway to be used in common with others:

PARCEL VI - "GLENN T. FULL PROPERTY"

Northwest quarter of Northeast quarter of Section 15, Township 4 South, Range 13 East of the Willamette Meridian, in the County of

314084 (1)

EXHIBIT A

Wasco and State of Oregon; Also including vacated Davidson County Road, which was vacated by Order of the Wasco County Court dated September 25, 1974.

PARCEL VII - "PORTION OF MEYERS PROPERTY"

Beginning at a point 1,320.00 feet (80 rods) West and 1,237.50 feet (75 rods) North of the Section corner between Sections 10, 11, 14 and 15 in Township 4 South, Range 13 East of the Willamette Meridian; thence North 94.20 feet to a point; thence North 30°40'22" West 165.92 feet to a point; thence South 229.00 feet to a point; thence East 107.25 feet to the place of beginning; all in Wasco County, Oregon.

PARCEL VIII - "PECK PROPERTY"

The following described real property in Wasco County, Oregon:

The Southwest quarter of the Northeast quarter of Section 16, Township 4 South, Range 13 East of the Willamette Meridian, EXCEPT that portion lying South of the rimrock.

ALSO, the Southwest quarter of the Southwest quarter of Section 10; the Northwest quarter of the Northwest quarter of Section 15 lying North of the rimrock; the Northeast quarter of the Northeast quarter of Section 16 lying West of the rimrock, all in Township 4 South, Range 13 East of the Willamette Meridian, EXCEPTING THEREFROM that portion described in Deed, Paul Peck, et ux to Marie Peck, recorded December 1, 1969, Micro Film No. 69-2092, Wasco County, Oregon, TOGETHER WITH an easement thirty feet wide for a roadway beginning at the Southwest corner of that certain tract of land conveyed by Edwin B. Mayfield and wife to Neal W. Baker as recorded in Volume 113, Page 419, Deed Records of Wasco County, Oregon, and following the Southerly boundary line thereof to the Southeast corner thereof, and thence along the present used roadway Easterly to the County Road.

CERTIFICATES OF WATER RIGHT

TOGETHER WITH all of Grantor's right, title and interest in the following Certificates of Water Right relating to Parcels I, II, III, IV, V, VI and VIII. Grantor does not warrant the validity of these certificates of water right:

DATED	RECORDED IN STATE RECORD OF WATER RIGHT CERTIFICATES	
	VOLUME	PAGE
1. April 30, 1979 Appurtenant to Parcel I	41	47965
2. April 30, 1979 Appurtenant to Parcel I	41	47968
3. November 14, 1958 Appurtenant to Parcels II, III, IV & V	17	24462
4. January 9, 1926 Appurtenant to Parcel VI	6	5768
5. January 6, 1960 Appurtenant to Parcel VIII	18	26405
6. October 17, 1960 Appurtenant to Parcels II, III, IV, V, VII and other property	20	27866

914084 (4)

EXHIBIT A



Sean Bailey <seanb@co.wasco.or.us>

Proposed Non-Land Use Outdoor Mass Gathering [921-22-000078-PLNG]

TINSLEY Bridget * OPRD <Bridget.TINSLEY@opr.d.oregon.gov>
To: Sean Bailey <seanb@co.wasco.or.us>

Tue, May 31, 2022 at 10:02 AM

Hello Sean,

This location is outside of the State Scenic Waterway corridor and as such does not require any approval or review from the State Scenic Waterway program.

Thank you,

Bridget Tinsley | Regional Resource Program Manager



Oregon Parks & Recreation Dept.

62976 OB Riley Road, Bend, OR 97703

Phone: 541-604-6589

stateparks.oregon.gov | oregon.gov/opr

[Quoted text hidden]



Sean Bailey <seanb@co.wasco.or.us>

Proposed Non-Land Use Outdoor Mass Gathering [921-22-000078-PLNG]

DODD Kristin * ODF <Kristin.DODD@odf.oregon.gov>

Fri, Jun 10, 2022 at 12:00 PM

To: Sean Bailey <seanb@co.wasco.or.us>, "eugene@juniperflatrpd.com" <eugene@juniperflatrpd.com>, "wamic1@aol.com" <wamic1@aol.com>, "tvrpd@gmail.com" <tvrpd@gmail.com>

Given that this event is a 'no flame, no fire, no smoking' event and sits just outside ODF's District, I have no concerns and will defer to the other Fire Districts for input.

Kristin Dodd | Unit Forester

The Dalles Unit | Central Oregon District | Oregon Department of Forestry
3701 West 13th Street | The Dalles, OR 97058
Office: 541-296-4626 | Fax: 541-298-4993
Cell: 541-233-3285
www.odfcentraloregon.com



From: Sean Bailey <seanb@co.wasco.or.us>

Sent: Friday, June 10, 2022 11:54 AM

To: eugene@juniperflatrpd.com; wamic1@aol.com; tvrpd@gmail.com; DODD Kristin * ODF <Kristin.DODD@odf.oregon.gov>

[Quoted text hidden]

[Quoted text hidden]



Proposed Non-Land Use Outdoor Mass Gathering [921-22-000078-PLNG]

Kipper, Les W <Les.Kipper@osp.oregon.gov>
To: Sean Bailey <seanb@co.wasco.or.us>
Cc: "lanem@co.wasco.or.us" <lanem@co.wasco.or.us>

Fri, Jun 10, 2022 at 1:42 PM

Sorry Sean,

I didn't know you were expecting a response from me.

This should have little effect on OSP. Our area of responsibility would be the increased traffic coming and going from the event. I may assign a trooper to work on US197 on the first and last days of the event.

We would also support Wasco County Sheriff's office if needed related to this event.

Thanks for asking,

Les

From: Sean Bailey <seanb@co.wasco.or.us>
Sent: Friday, June 10, 2022 12:02 PM
To: Kipper, Les W <Les.Kipper@osp.oregon.gov>
Subject: Fwd: Proposed Non-Land Use Outdoor Mass Gathering [921-22-000078-PLNG]

CAUTION: This email originated from outside of OSP. Do not click links or open attachments unless you know the content is safe.

Good morning Les,

Just wanted to check in and see if you had a chance to review the OMG Application? Wasn't sure if OSP had any comments or thoughts,

Thanks

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

From: **Sean Bailey** <seanb@co.wasco.or.us>
Date: Fri, May 27, 2022 at 1:32 PM
Subject: Proposed Non-Land Use Outdoor Mass Gathering [921-22-000078-PLNG]
To: <eugene@juniperflatrpd.com>, <wamic1@aol.com>, <tvrfpd@gmail.com>, <Kristin.dodd@oregon.gov>, <shelliec@ncphd.org>, Eric Grendel <ericg@ncphd.org>, Paula Grendel <paulag@ncphd.org>, Lane Magill <lanem@co.wasco.or.us>, Scott Williams <scottw@co.wasco.or.us>, <mmbrown@blm.gov>, Arthur Smith <arthurs@co.wasco.or.us>, <bridget.tinsley@oregon.gov>, <Patrick.M.Cimmiyotti@odot.state.or.us>, <bradley.k.dehart@odot.state.or.us>, <scott.peters@odot.state.or.us>, <ODOTR4PLANMGR@odot.state.or.us>, <jeremy.l.thompson@state.or.us>, <Andrew.R.Meyers@state.or.us>, SEALS Jason T * ODFW <Jason.T.SEALS@odfw.oregon.gov>, <Heidi.M.Hartman@dsl.state.or.us>, <clara.taylor@dsl.state.or.us>, BROWN Jevra * DSL <Jevra.Brown@dsl.oregon.gov>
Cc: Daniel Dougherty <daniel@co.wasco.or.us>, <swcaems@hotmail.com>, <baldlarry@ortelco.net>, <Les.Kipper@osp.oregon.gov>

Good afternoon all,

We have recently received an application for a Non-Land Use Outdoor Mass Gathering at:

Map: 4S 13E 0 2200
Account Number: 12314

I wanted to reach out to start gathering comments from all relevant districts/agencies regarding the proposed gathering so I could pass them onto the applicant as soon as possible so they can address the issue or concern. Our office will be presenting at a Board of County Commissioners meeting with our findings and decision, most likely in July.

I wanted to reiterate that this is a Non-land Use Outdoor Mass Gathering, so our Land Use & Development Ordinance (LUDO) does not apply.

Special Note The Subject Parcel does fall in the Natural Areas, Wild and Scenic Rivers and Oregon Scenic Waterways Overlay (OZ-7) Zone, and the Sensitive Bird Site Overlay (OZ-12) Zone. Although this is not a Land Use Decision, we still felt it was best to notify all agencies in case other permits would be needed outside of Wasco County Jurisdiction that the applicant should be aware of.

I appreciate and thank you for all comments,



Sean Bailey <seanb@co.wasco.or.us>

Proposed Non-Land Use Outdoor Mass Gathering [921-22-000078-PLNG]

Tygh Valley RFPD <tvrfpd@gmail.com>
To: Sean Bailey <seanb@co.wasco.or.us>

Fri, Jun 10, 2022 at 1:39 PM

The dates are during the county wide burn ban so as long as they have no fires I see no problem.
Chief Paul LaPlante
Tygh Valley RFPD
[Quoted text hidden]



Sean Bailey <seanb@co.wasco.or.us>

Proposed Non-Land Use Outdoor Mass Gathering [921-22-000078-PLNG]

PETERS Scott <Scott.PETERS@odot.oregon.gov>

Tue, Jun 14, 2022 at 4:57 PM

To: Sean Bailey <seanb@co.wasco.or.us>

Cc: LOPEZ Daniel H <Daniel.H.LOPEZ@odot.oregon.gov>, CIMMIYOTTI Patrick N <Patrick.N.CIMMIYOTTI@odot.oregon.gov>

Sean –

A permit would be required and ODOT will provide the acceptable locations. ODOT would want to see the proposed language for their portable VMS. Temporary signs will not be allowed on state right of way.

Scott Peters - TMM

ODOT – District 9 East

541-565-3466 – NEW office

541-980-1832 - cell

From: Sean Bailey <seanb@co.wasco.or.us>

Sent: Friday, May 27, 2022 1:32 PM

To: eugene@juniperflatrfd.com; wamic1@aol.com; tvrfd@gmail.com; DODD Kristin * ODF <Kristin.DODD@odf.oregon.gov>; shelliec@ncphd.org; Eric Grendel <ericg@ncphd.org>; Paula Grendel <paulag@ncphd.org>; Lane Magill <lanem@co.wasco.or.us>; Scott Williams <scottw@co.wasco.or.us>; mmbrown@blm.gov; Arthur Smith <arthurs@co.wasco.or.us>; TINSLEY Bridget * OPRD <Bridget.TINSLEY@opr.oregon.gov>; CIMMIYOTTI Patrick N <Patrick.N.CIMMIYOTTI@odot.oregon.gov>; DEHART Brad <Bradley.K.DEHART@odot.oregon.gov>; PETERS Scott <Scott.PETERS@odot.oregon.gov>; ODOT Reg 4 Planning Manager <ODOTR4PLANMGR@odot.oregon.gov>; jeremy.l.thompson@state.or.us; Andrew.R.Meyers@state.or.us; SEALS Jason T * ODFW <Jason.T.SEALS@odfw.oregon.gov>; Heidi.M.Hartman@dsl.state.or.us; TAYLOR Clara * DSL <Clara.TAYLOR@dsl.oregon.gov>; BROWN Jevra * DSL <Jevra.BROWN@dsl.oregon.gov>

Cc: Daniel Dougherty <danield@co.wasco.or.us>; swcaems@hotmail.com; baldlarry@ortelco.net; Kipper, Les W <Les.Kipper@osp.oregon.gov>

Subject: Proposed Non-Land Use Outdoor Mass Gathering [921-22-000078-PLNG]

This message was sent from outside the organization. Treat attachments, links and requests with caution. Be conscious of the information you share if you respond.

[Quoted text hidden]



Sean Bailey <seanb@co.wasco.or.us>

Proposed Non-Land Use Outdoor Mass Gathering [921-22-000078-PLNG]

Lane Magill <lanem@co.wasco.or.us>

Fri, Jun 10, 2022 at 2:17 PM

To: Sean Bailey <seanb@co.wasco.or.us>

Cc: Eugene Walters <eugene@juniperflatrfd.com>, "Wamic, John Goleman" <wamic1@aol.com>, Tygh Valley Fire Dept <tvfrpd@gmail.com>, "ODF, Kristin Dodd" <Kristin.dodd@oregon.gov>, Shellie Campbell <shellie@ncphd.org>, Eric Grendel <ericg@ncphd.org>, Paula Grendel <paulag@ncphd.org>, Scott Williams <scottw@co.wasco.or.us>, "Brown, Molly M" <mmbrown@blm.gov>, Arthur Smith <arthurs@co.wasco.or.us>, TINSLEY Bridget * OPRD <bridget.tinsley@oregon.gov>, "CIMMIYOTTI Patrick N (Patrick.M.CIMMIYOTTI@odot.state.or.us)" <Patrick.M.Cimmiyotti@odot.state.or.us>, DEHART Brad <bradley.k.dehart@odot.state.or.us>, PETERS Scott <scott.peters@odot.state.or.us>, ODOTR4PLANMGR@odot.state.or.us, Jeremy Thompson <jeremy.l.thompson@state.or.us>, Andrew R Meyers <Andrew.R.Meyers@state.or.us>, SEALS Jason T * ODFW <Jason.T.SEALS@odfw.oregon.gov>, Heidi.M.Hartman@dsl.state.or.us, clara.taylor@dsl.state.or.us, BROWN Jevra * DSL <Jevra.Brown@dsl.oregon.gov>, Daniel Dougherty <daniel@co.wasco.or.us>, Maupin Ambulance <swcaems@hotmail.com>, Larry Clark <baldlarry@ortelco.net>, Les Kipper <Les.Kipper@osp.oregon.gov>

Sean,

Looking over the application I have some comments.

As it relates to the section "Emergency Medical Facilities" Section 6, the language indicates the organizers have UHF comms as well as cell phones. This is good with me but it needs to be made clear they won't be allowed to use any LE frequencies for communications. I'm not sure if this is what they are referring to in the application but it may need to be reworded.

Looking at the Security company and referring to the DPSST website it appears Dark Eden Security is actually based in Bend Oregon and not The Dalles as noted in the letter of intent. Further investigation on the internet shows an address in Terrebonne Oregon which is in direct conflict with his registration with DPSST. I will need a letter or email clarifying this discrepancy(s) to make sure the company is legit.

One other note about the site map(s). It appears the security/medical tents are in the same location as SOAK, however I can't tell for sure. If you could verify this that would be great.

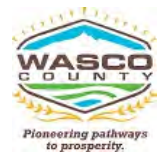
Lastly, there are two music stages on site, however when looking into the narrative part of the application, there is no detailed description of the event. I need to know if there will be live music, DJ's, etc. before I would recommend approval. I also need to know what the hours the stages will be active to make sure they don't go past midnight. I will note when I talked with one of the organizers he told me the ordinance would allow for certain hours, like 7 am to whenever??? I advised him this wasn't the case and there would more than likely be time requirements implemented. This may need to be put before the commissioners for an authorization but we need more detail in the application before moving forward.

That covers my end for now.

Thanks
Lane

[Quoted text hidden]

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Lane Magill | Wasco County Sheriff
SHERIFF'S OFFICE

lanem@co.wasco.or.us | www.co.wasco.or.us

541-506-2592 | Fax 541-506-2581

511 Washington St. Suite 102 | The Dalles, OR 97058



Sean Bailey <seanb@co.wasco.or.us>

Fwd: Canyon Vibration - Justesen Ranch - Sept 9-11

Daniel Dougherty <danield@co.wasco.or.us>
To: Sean Bailey <seanb@co.wasco.or.us>

Thu, Jun 16, 2022 at 11:38 AM

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

From: **Lane Magill** <lanem@co.wasco.or.us>
Date: Thu, Jun 16, 2022 at 11:31 AM
Subject: Re: Canyon Vibration - Justesen Ranch - Sept 9-11
To: Spencer Miles <spencermiles@gmail.com>
Cc: Peter Marks <petermarks@gmail.com>, Manoj Mathew <manojintheflow@gmail.com>, Daniel Dougherty <danield@co.wasco.or.us>

I would be willing to explore some potential options to see if we could maybe make something work. However you will need to have the final approval from the Wasco County Board of Commissioners if you planned on running music after midnight. You will need to communicate this with the Planning Department so they are aware of our conversation(s) and then they can communicate with the commissioners. (I have cc'd Daniel so he is aware).

In the meantime, you can send me your proposal and hours you wish to operate and then we can go from there. I can review it to make suggestions. As noted above, I'm willing to explore possibilities but there is no guarantee it will be signed off. You must remember there are a large number of citizens who live in the area and I can tell you if there is any real noise, our office is the first to hear about it! And when we are limited in staffing it can really create issues with how we operate.

Thanks
Lane

On Thu, Jun 16, 2022 at 9:35 AM Spencer Miles <spencermiles@gmail.com> wrote:

Dear Sheriff Magill, (also cc'ing my business partners)

I wanted to reach out to discuss your concerns regarding amplified sound at Canyon Vibration. It is our goal to build Canyon Vibration into a long running and respected event in Wasco County. We absolutely love this part of Oregon and think that it can be mutually beneficial for the county's economy as well as for ourselves and our community of music fans. That said, it's going to be virtually impossible for us to hold this event if we have to end the music at midnight, as people aren't going to pay and drive a few hours for an event that ends so early.

We'd like to see if there's a way that we can work with you and the community to address your concerns around volume levels, and hopefully find a path forward. We spoke with Glenn Boyd, who has been advising us on various aspects of this event, and he mentioned that with his past events at Justesen Ranch and elsewhere in Wasco County, he was able to run some of his stages well into the morning, and worked closely with your office to do so in a way that met the needs of the community.

Do you foresee a path forward, where we can work together to manage the volume after midnight to ensure we're taking the needs of the community into account? We'd be more than happy to run some decibel meters to monitor levels at a few points on the property, and ensure we have a direct way to address any complaints that come into your office. The goal would be to operate sound in a way that ensures there aren't any complaints. Additionally, Glenn has offered to serve as a liaison between our team and your office in this regard, as he has a lot of experience in this area, and is personally motivated to help another weekend music event succeed in Wasco County.

Regards,

Spencer Miles

On Wed, May 11, 2022 at 3:31 PM Spencer Miles <spencermiles@gmail.com> wrote:
Just rang and left a voicemail. Please give me a ring back if you have a chance, 971-400-3444.

Thanks!

On Wed, May 11, 2022 at 2:11 PM Lane Magill <lanem@co.wasco.or.us> wrote:
I just got back from meetings and I'm at the desk. Please call 541-506-2592.

Lane

On Wed, May 11, 2022 at 10:43 AM Spencer Miles <spencermiles@gmail.com> wrote:
Appreciate you trying to squeeze me in this week :)

I'm free between 1:30 and 5pm today. Is there a good time in that range to give you a ring?

Spencer

On Tue, May 10, 2022 at 4:26 PM Lane Magill <lanem@co.wasco.or.us> wrote:
Spencer,

Glenn and I did speak today and advised you would be contacting me. Things are a bit tight for meeting this week but if you have time tomorrow after 1pm, I can make something work. I'm then out of the office until the 23rd so we can connect after that date.

As it relates to your application comments I would encourage you to keep working on the application for submission, so the Planning Dept. can get it to me. It has to be submitted for my signature as I don't sign off in advance. It is much easier for the applicant that way.

I would also recommend you talk with members at the Planning Dept. as I think they can give you some information around the SOAK application with some recommendations.

Just let me know if tomorrow works or after the 23rd and we will take it from there.

Thanks

On Tue, May 10, 2022 at 3:18 PM Spencer Miles <spencermiles@gmail.com> wrote:
Hello Sheriff Magill,

I'm organizing a small music campout the weekend of September 9th on Fred Justesen's property in Tygh Valley. I believe Glenn Boyd spoke with you earlier today to give you a heads up that we'd be reaching out to you.

We're planning to submit our mass gathering permit to the county in the next week or two, and one of the last areas we need to button up is regarding a written approval from your office. Specifically:

The organizer shall secure a written statement from the chief law enforcement officer of the county in which the outdoor mass gathering is to take place that arrangements for security and the orderly flow of traffic to and from the outdoor mass gathering complies with state and local laws, ordinances, and regulations, and is satisfactory with respect to anticipated crowds and location of the outdoor mass gathering.

I'm wondering if you might have some time to connect by phone this week, so that I can share some further details about the event and our approach to security, traffic control, and safety? It's really important to us that this event is safe for our attendees, and we want to work with your office to ensure we're taking all the necessary precautions so that this can be a sustainable event for years to come.

In advance of our call, some other pertinent details are as follows:

- Event will run from Friday 9/9 @ 4pm until Sunday 9/11 @ noon.
- Anticipating 550-700 people, including staff. This is being held at the same site as SOAK, which generally hosts 1,900 people, so our audience is considerably smaller.
- The event is 21+, and the average age of our attendees is around 30 years old.
- We'll have 7 DPSST certified staff on shift at all times, including a security supervisor who can be the primary point of contact with local law enforcement.
- Peak traffic volume will be Friday evening and Saturday afternoon, and we'll have 4-6 traffic control volunteers in addition to the 7 security staff to ensure fast and orderly flow of traffic.

Hope you're doing well, and I look forward to connecting with you soon!

Spencer

--



Sean Bailey <seanb@co.wasco.or.us>

Canyon Vibration - Sound Addendum

Lane Magill <lanem@co.wasco.or.us>
To: Sean Bailey <seanb@co.wasco.or.us>

Thu, Jul 7, 2022 at 10:06 AM

I think that is pretty much what we are looking for. We may need to do some tweaking at the BOC meeting on the 20th, but for now it is a good start.

Thanks

Lane

[Quoted text hidden]

--



Lane Magill | Wasco County Sheriff
SHERIFF'S OFFICE

lanem@co.wasco.or.us | www.co.wasco.or.us

541-506-2592 | Fax 541-506-2581

511 Washington St. Suite 102 | The Dalles, OR 97058



Sean Bailey <seanb@co.wasco.or.us>

Proposed Non-Land Use Outdoor Mass Gathering [921-22-000078-PLNG]

Paula Grendel <paulag@ncphd.org>
To: Sean Bailey <seanb@co.wasco.or.us>

Thu, Jun 30, 2022 at 10:39 AM

Sean,

I reviewed the proposed plans for the Non-Land Use Outdoor Mass Gathering "Canyon Vibrations" The plans for water supply are sufficient.

Under Refuse Storage and Disposal, I recommend that the organizer provide education/messaging to participants that as part of their pack-in and out responsibilities they need to collect their own refuse in fly-tight containers made of impervious material. This is also true for the event organizer who will be providing garbage cans.

The proposal broadly mentions that food service will be provided. If food services will be offered, each vendor is required to obtain a temporary restaurant license through North Central Public Health District and comply with OAR 333-150, Food Sanitation Rules. An application for a temporary event license should be received in NCPHD no later than two weeks before the event. Additionally, a toilet or privy facilities must be available within the immediate area for use by the food service facility personnel. A minimum of one faucet shall be located not more than 25 lineal feet from each food service facility.

Feel free to reach out if you would like to discuss or if you have any questions.

Regards,

Paula

On Mon, Jun 27, 2022 at 12:29 PM Sean Bailey <seanb@co.wasco.or.us> wrote:

[Quoted text hidden]

[Quoted text hidden]



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE WASCO COUNTY BOARD OF COMMISSIONERS APPROVING AN OUTDOOR MASS GATHERING FOR CANYON VIBRATION, AN ARTS & MUSIC FESTIVAL WITH CAMPING, SEPTEMBER 8-11, 2022 FILE 921-22-000078-PLNG

ORDER #22-032

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That on May 23, 2022, a complete application was received from Occasion Vibration, LLC for an outdoor mass gathering as defined by ORS 433.735. The subject property is located at 89720 Davidson Grade Road, Tygh Valley, OR, 97063; further described as: 4S 13E 0 2200, Acct# 12314. The dates of the proposed outdoor mass gathering, an arts and music festival with camping, are September 8-11, 2022, with attendees up to 700 including staff and volunteers; and

IT FURTHER APPEARING TO THE BOARD: That notice of the complete application was sent to the Wasco County Sheriff, North Central Public Health District, Wasco County Public Works, the Tygh Valley Fire Department, the Juniper Flats Fire Department, Wamic Rural Fire Protection District, Oregon State Fire Marshall, Oregon Department of Forestry, the Bureau of Land Management, Oregon Department of Transportation, Oregon Parks & Recreation Department, Oregon Department of Fish & Wildlife, and the Department of State Lands. Each agency receiving notice of the application was invited to submit written comments on the application; and

IT FURTHER APPEARING TO THE BOARD: That at 9:30 a.m. on Wednesday, July 20, 2022, the Wasco County Board of Commissioners met to conduct a public hearing on the compliance of the outdoor mass gathering application with the applicable statute and administrative rules. Notice of the hearing was published in The Dalles Chronicle, and was mailed to owners of property within 750 feet of the subject parcel. The public hearing was opened, the staff report was presented, and testimony was received.

IT FURTHER APPEARING TO THE BOARD: That having considered the matter, and based upon evidence and testimony presented at the hearing, voted ___ to ___ to approve/disapprove the application for the outdoor mass gathering.

FINDINGS OF FACT

1. Upon examination of the permit application and information in the record, The Board finds the outdoor mass gathering creates a potential for injury to persons or property, and therefore requires an insurance policy of not less than \$1,000,000 described below in Condition C.
2. In making its decision, The Board recognizes the procedural and legal requirements of Oregon Revised Statute 433.735–433.770, Oregon Administrative Rule 333 Division 39, and the Wasco County Land Use and Development Ordinance, and weighed fully Applicant’s demonstrated compliance, or ability to comply, with the health and safety rules governing outdoor mass gatherings.
3. Any decision of a county governing body on an application for a permit to hold an outdoor mass gathering may be appealed to a circuit court for the county as provided in ORS 34.020 to 34.100.
4. The Board adopts findings and conditions contained in the Summary of Information and Staff Report published on July 6, 2022.

CONDITIONS

- A. Applicant and property owners shall comply with the application as reviewed and approved by the staff report, which is available at the Wasco County Planning Department. This report details the restrictions on aspects of the proposed event including but not limited to location, dimensions and use. This decision does not constitute tacit approval for any other development or use.
- B. **Attendance:** Maximum attendees for Canyon Vibration shall be 700, including staff and volunteers necessary to operate the event safely and effectively.
- C. **Insurance:** Applicant shall submit proof of a Commercial General Liability Insurance policy of not less than \$1,000,000 specific to Canyon Vibration, naming Wasco County, its officers, agents, volunteers, and employees as an additional insured for the duration of the event and event clean up.
- D. **Water Supply:** Applicant shall comply with OAR 333-039-0015 requiring that 12 gallons of water are available per person, per day of the event and 5 gallons of water are stored per person, per day of the event. Any testing and hauling of drinking water shall be consistent with the 2008 Drinking Water Hauling Guidelines and is coordinated with the North Central Public Health District. To meet this requirement, the applicant has proposed meeting part of the 5 gallon/person/day requirement by requiring that event participants bring their own water (at least 2 gallons/person/day), supplying six 20-gallon hand washing stations (to be serviced daily), and storing 200,000+ gallons approximately 1 mile away which will be provided by Tygh Valley Water through contract.
- E. **Water Quality:** All transport of water shall follow the standards contained within the 2008 Drinking Water Hauling Guidelines. Documentation shall be provided by the applicant to demonstrate compliance with

these guidelines, including the forms supplied by the State/North Central Public Health District to track chlorine levels of potable water when delivered. The chlorine that is being used to increase the chlorine levels needs to be an NSF certified product. There should a copy of that document available when the inspection takes place.

- F. **Gray Water:** No gray water is anticipated by the applicant. In coordination with the North Central Public Health District, the applicant shall develop a plan for unanticipated gray water storage needs.
- G. **Refuse Storage and Disposal:** The applicant anticipates minimal refuse storage and disposal needs. Given that the event spans a holiday weekend, the applicant shall provide a plan for unanticipated refuse storage and disposal that is consistent with OAR 333.039.0030.
- H. **Food and Sanitary Food Service:** All food vendors shall comply with the applicable food and sanitary food service requirements listed in OAR 333-039-0035 and shall make themselves available for inspection during the event. Furthermore, only vendors with valid licenses, as provided by the Oregon Health Authority, shall be contracted to prepare and provide food for the event.
- I. **Emergency Medical Facilities:** The applicant shall implement proposed emergency medical services outlined in the 2022 Letter of Intent from Adventure Medics. The applicant shall comply with any additional emergency medical services required or recommended by the local fire and emergency service providers having jurisdiction, as well as with North Central Public Health District requirements.
- J. **Fire Protection:** The applicant shall secure written statements from the local fire protection agency having jurisdiction that fire protection and fire safety access complies with state and local laws, ordinances and regulations and is satisfactory with respect to anticipated crowds and location.
- K. **Security Personnel:** At least one Department of Public Safety Standards and Training (DPSST) certified supervisor must be on shift at all times.
- L. **Security and Personnel:**
 - 1. At least one Department of Public Safety Standards and Training (DPSST) certified supervisor must be on shift at all times.
 - 2. Within event staff, a single point of contact must be clearly identified for security and law enforcement. Contact information for this individual shall be provided to the Wasco County Sheriff Department prior to the event.
 - 3. Applicant shall coordinate radio frequencies to be used during the event with the Wasco County Sheriff Department to prevent disruption of local emergency service provider communications.

M. Traffic:

1. Traffic Control Plan shall be implemented as submitted. If changes are proposed, they must be coordinated and approved by the Wasco County Public Works Department prior to the event.
2. Each vehicle parking space shall have a minimum width of 10 feet and a minimum length of 20 feet, and parking shall be clearly marked. Parking shall be arranged to provide clear access to exist at all times.
3. If the organizers decide to place signs along roadways for the events, appropriate permits will be attained through the necessary agencies

CONCLUSIONS OF LAW

This request is for an outdoor mass gathering entitled Canyon Vibration, an arts and music festival with camping, September 8-11, 2022.

With findings of fact in the Summary of Information and Staff Report published on July 6, 2022 the Board's decision is consistent with Oregon Revised Statute 433.735 – 433.770, Oregon Administrative Rule 333 Division 39, and the Wasco County Land Use and Development Ordinance.

NOW, THEREFORE, IT IS HEREBY ORDERED: That the Wasco County Board of Commissioners approves/disapproves the request for an outdoor mass gathering, subject to the conditions listed herein.

DATED this 20th Day of July, 2022.

ATTEST:

Kathy Clark, Executive Assistant

WASCO COUNTY BOARD OF COMMISSIONERS:

Kathleen B. Schwartz, Commission Chair

APPROVED AS TO FORM:

Steven D. Kramer, Vice-Chair

Kristen Campbell, County Counsel

Scott C. Hege, County Commissioner



MOTION

SUBJECT: Canyon Vibrations Outdoor Mass Gathering Permit

I move to approve Order 22-032 approving and outdoor mass gathering for Canyon Vibration, an arts and music festival with camping, September 8th through September 11th, 2022, File # 921-22-000078-PLNG.



AGENDA ITEM

Executive Session

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

[PURSUANT TO ORS 192.660\(2\)\(H\) CONFERRING WITH LEGAL COUNSEL REGARDING LITIGATION & ORS 192.660\(2\)\(E\) REAL PROPERTY TRANSACTIONS](#)
