BOARD OF COMMISSIONERS WORK SESSION AGENDA
5:30pm, County Business Administration Building, 601 State Street, Hood River, OR

5:30pm Fair Grounds: Clara Rice – Property Line Adjustment, Lease Amendment and Easements
5:45pm Natural Hazards Mitigation Plan Review & Adoption – Barb Ayers, Emergency Management

BOARD OF COMMISSIONERS REGULAR MEETING AGENDA
6:00pm, County Business Administration Building, 601 State Street, Hood River, OR

I. CONFLICTS OR POTENTIAL CONFLICTS OF INTEREST

II. ADDITIONS OR DELETIONS FROM THE AGENDA

III. SCHEDULED OR UNSCHEDULED ITEMS FROM THE PUBLIC

VI. REPORTS

CAT STIF Improvement Fund Committee Participation
Community Forum Planning Update

V. ITEMS FROM THE WORK SESSION

- Fair Grounds Property Line Adjustment, Lease Amendment & Easements
  **RECOMMENDATION:** Approve and authorize Chair Rivers to sign the necessary legal documents related to the Property Line Adjustment, Lease Amendment & Easements once reviewed and approved by legal counsel.

- Natural Hazard Mitigation Plan Update Adoption
  **RECOMMENDATION:** Adopt the Natural Hazards Mitigation Plan via Resolution as provided.

VI. CONSENT ITEMS

- Approve a budget adjustment & resolution to recognize funds in the Capital Projects Master Fund 315 for the Tollbridge Park Septic Project FY 18/19.
- Approve a budget adjustment & resolution to move $80,000 from SAR Contingency to the SAR fund FY 18/19.
- Reappoint Rita Kelter to serve as one of the citizen members of the BOPTA and reappoint Commissioner Benton to serve as the Chair of the BOPTA.
- Authorize Chair Rivers to sign off on the OLCC liquor license application for Peter Cushman Wines.
- Confirm e-mail poll approval for out of state travel for Deputy District Attorney Wong to attend the Advanced Digital Evidence for Prosecutors training in Alabama September 24-28, 2018.
- Approve and sign the Relinquishment Deed No. 42291A as presented to accept conveyance from ODOT a portion of ROW along Sunday Drive.
- Declare 24 vehicle tires and a 2003 Silver Shield pickup bed cover as surplus, authorizing them to be disposed of as allowed in the Administrative Code.

*Other matters may be discussed as deemed appropriate by the Board.*
• Declare a 2013 Chevy Tahoe VIN#1GNLC2E08DR264147 as surplus and authorize it to be disposed of as allowed in the Administrative Code.

• Award the Leon Timber Sale #19-5 to the highest bidder Boise Cascade, LLC – La Grande

• Approve turning unclaimed property in the amount of $1,482.00 as detailed over to the Oregon Department of State Lands.

VII. CURRENT BUSINESS

Administration

1. Oak Grove Park Budget Adjustment

   **RECOMMENDATION:** Accept the donation of $4,255 from the Friends of Oak Grove Park Committee to maintain Oak Grove Park from January 1, 2019 – June 30, 2019 and approve the related budget adjustment into the Parks budget FY 18/19.

2. Veteran Services Program

   **RECOMMENDATION:** Due to lack of funding, cease operations of the Veterans Service office unless/until additional revenue is approved to provide this service and direct staff to close the Veterans Service office as soon as practical.

3. Title 8 Ordinances: Nuisance, Noise, Skier Safety & Tree & Pest Ordinances 1st Readings

   **RECOMMENDATION:** Conduct the 1st Reading by Title only, Accept the 1st Reading and set a public hearing on the proposed Ordinances for October 15, 2018 at 6:00pm.

VIII. EXECUTIVE SESSION PER: ORS 192.660

If necessary, Executive Session will be held in accordance with but not limited to: ORS 192.660 (2) (a) Personnel, ORS 192.660 (2)(d) Labor Negotiations, ORS 192.660 (2)(e) Property, ORS 192.660 (1)(f) Records exempt from public inspection, ORS 192.660 (2)(h) Legal Counsel, ORS 192.660 (2)(i) Performance Evaluation

IX. ADJOURNMENT –

CALENDAR OF UPCOMING PUBLIC MEETINGS/EVENTS (Note: all dates and time subject to change with or without notice as required)

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Event</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sept 17</td>
<td>6:00pm</td>
<td>HRC Board of Commissioners Mtg., CBAB, 601 State Street, Hood River,</td>
<td>(3rd Mon. ea. month, time subject to change)</td>
</tr>
<tr>
<td>Sept 18</td>
<td>7:00pm</td>
<td>HR Library District Board Mtg., 502 State Street, Hood River, OR</td>
<td></td>
</tr>
<tr>
<td>Sept 19</td>
<td>3:00pm</td>
<td>County Department Head Mtg., 601 State Street, 1st Floor Conf. Rm,</td>
<td>Hood River, OR</td>
</tr>
<tr>
<td>Sept 25</td>
<td>2:00pm</td>
<td>County Safety Committee Mtg., 309 State Street, 1st Floor Conf. Rm,</td>
<td>Hood River OR</td>
</tr>
<tr>
<td>Sept 26</td>
<td>5:30pm</td>
<td>County Planning Commission Mtg., 601 State Street, 1st Floor Conf. Rm,</td>
<td>Hood River, OR (2nd &amp; 4th Wed. ea. month, generally)</td>
</tr>
<tr>
<td>Oct 1</td>
<td>1:00pm</td>
<td>Tri-County Mental Health Board, Mid-Columbia Center for Living, The Dalles, OR</td>
<td>(1st Mon. ea. month, generally)</td>
</tr>
<tr>
<td>Oct 3</td>
<td>2:00pm</td>
<td>HRC Water Planning Group, 601 State Street, 1st Floor Conf. Rm, Hood River, OR</td>
<td>(1st Wed. ea. month, generally)</td>
</tr>
<tr>
<td>Oct 10</td>
<td>5:30pm</td>
<td>County Planning Commission Mtg., 601 State Street, 1st Floor Conf. Rm,</td>
<td>Hood River, OR (2nd &amp; 4th Wed. ea. month, generally)</td>
</tr>
<tr>
<td>Oct 15</td>
<td>6:00pm</td>
<td>HRC Board of Commissioners Mtg., CBAB, 601 State Street, Hood River, OR</td>
<td>3rd Mon. ea. month, time subject to change</td>
</tr>
<tr>
<td>Oct 16</td>
<td>7:00pm</td>
<td>HR Library District Board Mtg., 502 State Street, Hood River, OR</td>
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<tr>
<td>Oct 17</td>
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<td>County Department Head Mtg., 601 State Street, 1st Floor Conf. Rm,</td>
<td>Hood River, OR</td>
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<tr>
<td>Oct 23</td>
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<td>Hood River OR</td>
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<tr>
<td>Oct 24</td>
<td>5:30pm</td>
<td>County Planning Commission Mtg., 601 State Street, 1st Floor Conf. Rm,</td>
<td>Hood River, OR (2nd &amp; 4th Wed. ea. month, generally)</td>
</tr>
</tbody>
</table>

Other matters may be discussed as deemed appropriate by the Board.
WORK SESSION
The Fair and School District have been working towards a property line adjustment and easements related to fair access and use of the school property. All documents have been finalized and are ready to be approved by the respective governing bodies. Clara will provide a brief summary of the changes involved.

Hear from Clara Rice, Fair Manager regarding the property line adjustment, lease amendment and easements and approve and authorize Chair Rivers to sign the necessary legal documents once reviewed and approved by legal counsel.
SECOND AMENDMENT TO LEASE
AND MEMORANDUM OF LEASE
(Fairgrounds Property)

DATE:

PARTIES: Hood River County School District, a public
school district of Hood River County, Oregon
1011 Eugene Street
Hood River, OR 97031

Hood River County, a political subdivision
of the State of Oregon, on behalf of the Hood River
County Fair Board
601 State St.
Hood River, OR 97031

("Landlord")

("Tenant")

RECITALS

A. Hood River County School District ("Landlord") and Hood River County
("Tenant") entered into an agreement, dated May 14, 1952, for the lease of
real property (the "Lease") to Tenant located at 3000 Wyeast Road, Hood
River, Oregon (the "Property"), and more particularly described as follows:

The West 475 feet of the North half of the Southeast quarter
of the Southwest quarter of Section 22, Township 2 North,
Range 10 East of the Willamette Meridian.

B. The Lease of the Property is for County Fair purposes, with the Hood River
County Fair Board operating under Hood River County, thereby assuming all
obligations and benefits of Tenant.

C. The parties wish to restate particular terms of the Lease in order to provide a
better understanding of the Lease; however, by providing such restatement,
the parties do not wish to alter the terms of the Lease or imply that any terms
have particular importance over other terms that are not restated in this Agreement.

D. The parties wish to amend some terms of the Lease as provided herein.

E. As amended by this Agreement, the parties wish to acknowledge, reaffirm, confirm, and ratify the Lease as executed on May 14, 1952, as existing between the parties.

NOW, THEREFORE, BASED ON THE MUTUAL PROMIES OF THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. The following terms of the Lease are restated in this Section for the convenience of the parties. This restatement shall not act as an alteration of the terms and in the case of any disagreement regarding the meaning of these restated terms, the original terms in the Lease shall control.

a. The Lease on the Property is for a term of 99 years, beginning on July 1, 1952, and ending on June 30, 2051.

b. Pursuant to the Lease, Tenant was required to and did build a building, the Wyeast Stadium, on the Property for County Fair purposes.

c. During the time that said building is not being used for County Fair purposes, Landlord has the right to use the building; provided, Landlord is responsible for damage incurred during Landlord’s use of the building(s) and Landlord shall provide janitorial services for the building(s).

d. Income received from any fees for use of the building during times of Landlord’s use are for the benefit of Landlord or the student body of Landlord, so long as such fees are generated through a use consistent with educational or athletic interests.

e. Annual upkeep, maintenance, insurance, and all expenses are the joint responsibility of the parties and subject to yearly allocation of expenses between the parties as more specifically stated in the Lease.

f. Tenant is entitled to use other buildings of the Wyeast school plant for fair purposes and other uses consistent with fair activities. Such use shall only be allowed when building(s) are not being used for school purposes and when Tenant’s use is not inconsistent with school purposes. Any expenses incurred due to use of other building(s) by Tenant shall be assumed by Tenant and Landlord shall be compensated for such expenses.

g. The parties each agree to assume all responsibility for injury to any person or property incurred during their individual use of building(s).
h. Landlord will be entitled to use the parking lots on Tenant’s property for school activities with 14 days prior notice to Tenant unless usage conflicts with fairgrounds activities.

2. The Lease is hereby amended in the following particulars:

a. The term of the Lease is amended to provide that unless Landlord or Tenant gives the other written notice at least 2 years prior to the expiration of the Lease term that the party does not wish to extend the Lease, the Lease shall automatically continue on the same terms and conditions as set forth in the Lease and this Amendment. The period which the Lease is continued shall be known as the “Holdover Term.” During the Holdover Term, the Lease may be terminated for any reason by either party only upon at least 2 years written notice of termination from the party desiring termination, to the other party.

b. Tenant may use parking lots and fields on the Property to park vehicles for fair related activities, so long as such use does not interfere with school activities. If Landlord develops or improves sports fields or makes other improvements on the property such that those areas are no longer suitable for parking, those areas shall be removed from this parking provision by written notice to Tenant. Tenant will be responsible for repairing any damage to fields caused by parking or driving on the property, i.e., broken irrigation risers or equipment. Tenant shall follow any reasonable guidelines or instructions limiting Tenant’s use of improved sports fields if provided by Landlord.

c. Landlord is responsible for maintenance and repairs to the restrooms located in the areas adjacent to the sports fields and grandstands on the Property.

d. Tenant may use Landlord’s buildings and grounds, including parking lots and grandstands, during the county fair which ends the last Saturday in July. Usage will be from the Monday in the week prior to the fair through the Wednesday after the fair.

e. If Tenant desires to use Landlord’s gymnasium(s) located on the Property for fair related activities and craft shows in addition to the county fair, Tenant’s use shall not interfere with school related activities. Tenant shall provide Landlord with the date of any such proposed use of Landlord’s gymnasium(s) at least 60 days prior to the use. Landlord may deny use by Tenant if Tenant’s use conflicts with school related activities. If the proposed use is denied, the parties will meet and agree on an alternative date for the proposed use.

f. These subparagraphs 2d and 2e are intended to replace the Tenant’s rights of use of school property set forth in the 1952 Agreement and in the 1982 addendum to that agreement.
3. This Agreement may be recorded and, as it contains pertinent terms and conditions of the Lease, may be considered a Memorandum of Lease, and used for such purposes.

4. Except as amended in this Agreement, all terms and conditions of the Lease remain in full force and effect

5. By signing below, the parties reaffirm, confirm, and ratify the May 14, 1952, Lease as amended in 1982 and by this Agreement.

HOOD RIVER COUNTY SCHOOL DISTRICT:

_________________________ Date
Dan Goldman
Superintendent

HOOD RIVER COUNTY, ON BEHALF OF THE HOOD RIVER COUNTY FAIR BOARD

_________________________ Date
By:

Title:
AGREEMENT FOR PROPERTY LINE ADJUSTMENT

Date: 

Parties:  
Hood River County School District, a public school district of Hood River County, Oregon  
1011 Eugene Street  
Hood River, Oregon 97031  

Hood River County, a political subdivision of the State of Oregon, on behalf of the Hood River County Fair Board  
601 State Street  
Hood River, Oregon 97031  

("HRCSD")  
("County")

RECITALS

A. HRCSD owns real property located at 3000 Wyeast Road, Hood River, Oregon, also identified as Tax Lot 2N-10E-22-2200 in the deed records of Hood River County, Oregon.

B. Hood River County owns real property located at 3020 Wyeast Road, Hood River, Oregon, also identified as Tax Lot 2N-10E-22-2400 in the deed records of Hood River County, Oregon. The property is used and controlled by the Hood River County Fair and is the current site of the Hood River County Fairgrounds.

C. The above described parcels are adjacent to each other. Due to the location of structures on each piece of property and to facilitate ingress and egress, the Parties desire to perform a property line adjustment ("PLA") whereby County conveys to HRCSD a certain portion of real property (the "Property") as described in the attached Exhibit "A."

D. Hood River County Community Development has granted tentative approval of the PLA as set forth in the attached Exhibit "B."

E. The Parties recognize that the land transfer will mutually benefit each Party and assure mutual cooperation in the future.

/  
/  
/  
/

Agreement for Property Line Adjustment - Page 1 of 5
Now, therefore, the Parties agree as follows:

AGREEMENT

1. **Adjustment of Boundary:** The Parties agree to complete the conditions for final PLA approval as set forth in the attached tentative approval from Hood River County Community Development dated February 27, 2018.

2. **Consideration:** As consideration for County’s conveyance of interest in the property transferred to HRCSD, HRCSD shall pay to County, at Closing (as such term is defined in Section 3 below), the sum of THIRTY FIVE THOUSAND DOLLARS ($35,000.00).

3. **Closing:** The closing of the transactions contemplated under this Agreement (the “Closing”) shall occur as soon as practicable after recording of a Property Line Adjustment Plat for the property being sold, subject to satisfaction of the following conditions:

   a. HRCSD shall deliver the Consideration stated in Section 2 to County by check payable to: Hood River County;

   b. County shall deliver a warranty deed to HRCSD transferring the Property free and clear of all liens and encumbrances;

   c. County shall provide to HRCSD an ALTA standard coverage owner’s policy of title insurance in an amount equal to the Consideration, naming HRCSD as the insured and insuring that, as of the Closing, marketable, indefeasible, fee simple title (both legal and equitable) in and to the Property is vested in HRCSD;

   d. The parties will agree on the terms of and execute an access and utility easement from County to HRCSD on a 20 foot wide roadway extending westerly from the property being sold;

   e. The parties will agree on the terms of and execute an access and utility easement from HRCSD to County on the property being sold; and

   f. The parties will agree on the terms of and execute an access and utility easement from HRCSD to County on a roadway running north/south from Summit Drive on the South to a location West of Wyeast Stadium;

   g. The parties will agree on the terms of and execute a Second Amendment to Lease regarding the May 14, 1952, lease of property from Buyer to Seller;
h. The Parties shall execute and deliver all such other documents and take such other action necessary and appropriate to complete the PLA. Buyer will pay all costs related to the property line adjustment application, survey and plat. Buyer will pay the recording fees for the conveyance documentation for the property transfer as well as for items 2d and 2e above. Seller will pay recording fees for the conveyance documentation for item 2f above.

4. **Additional Work:** In conjunction with work performed on the Property and/or in areas of the easements contemplated by the above conditions of Closing, HRCSD will gravel, grade, and compact County’s parking lot lying southerly of the Property as a preparation for paving.

5. **Approval by County:** The Parties agree that the PLA is contingent on final approval by Hood River County Community Development. If final approval is not given for any reason other than failure of a Party to perform any obligation imposed by this Agreement, HRCSD shall receive a full refund of any Consideration delivered to County, and if the Property has been conveyed to HRCSD, it shall be conveyed back to County. If final approval is not given because of a failure of a Party to perform any obligation imposed by this Agreement, the Party who failed to perform shall be subject to all available remedies at law or equity for breach of this Agreement.

6. **Effective Date:** This Agreement ("Agreement") shall be effective on the date set forth above.

7. **Other Legal:**

   a. No Third Party Beneficiaries: This Agreement shall not create any rights or benefits to parties other than HRCSD and County.

   b. Notwithstanding the foregoing third party beneficiary clause, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

   c. This Agreement may be executed in one or more counterparts, including by signature pages delivered in electronic format, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
d. In the event of any action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to costs and disbursements, at arbitration, trial, and on appeal.

e. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding between HRCSD and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Hood River County for the State of Oregon or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

f. This Agreement constitutes the entire Agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. Both parties, by signature below of their authorized representative, hereby acknowledge that s/he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[Signature blocks on next page]
HOOD RIVER COUNTY:

Hood River County
By: Jeff Hecksel, Administrator

HOOD RIVER COUNTY SCHOOL DISTRICT:

Hood River County School District
By: Dan Goldman, Superintendent
EXHIBIT “A”

Klein & Associates, Inc.
Engineering, Land Surveying, Planning

Hood River, OR  Camas, WA  Bingen, WA
1411 13th STREET, 97031        PO Box 165, Washougal 98671        PO Box 786, 98605
(541) 386-3322                 (360) 687-0500                 (509) 483-3111

AREA OF TRANSFER

Hood River County
(Tax Lot 2N-10E-22-2400)

To
Hood River County School District
(Tax Lot 2N-10E-22-2200)

A tract of land being a portion of that certain property conveyed to Hood River County in Warranty Deed, recorded Jan. 31, 1964, in Book 75, Page 133, located in the South half of the Southeast quarter of the Southwest quarter of Section 22, Township 2 North, Range 10 East of the Willamette Meridian, County of Hood River, State of Oregon, more particularly described as follows.

Commencing at the Northeast corner of the South half of the Southeast quarter of the Southwest quarter of Section 22; thence North 89°53’11” West 20.00 feet along the North line of the South half of the Southeast quarter of the Southwest quarter of Section 22, to a point on the West right-of-way line of Wyeast road, also being the Point of Beginning of the tract being described; thence continuing along said line, North 89°53’11” West 153.43 feet; thence South 00°06’49” West 20.00 feet; thence South 89°53’11” East 137.51 feet; thence South 44°53’11” East 22.09 feet, to a point on the West right-of-way line of Wyeast road; thence North 00°35’49” East 35.62 feet, along the West right-of-way line of Wyeast road, back to the Point of Beginning.

Containing 3,190 sqft, 0.07 acres, more or less.
February 27, 2018

Hood River County School District
C/o Sandra Buchanan, Chief Financial Officer
1011 Eugene Street
Hood River, OR, 97031

RE: Property Line Adjustment #415-18-0037; 2N 10E 22 #2200 and #2400

The Hood River County Planning Department has tentatively approved your ministerial property line adjustment (PLA) application between the above-described parcels, which are zoned Exclusive Farm Use (EFU). This tentative approval allows approximately 0.07 acres of property to be transferred from Tax Lot #2400, the parcel owned by Hood River County, to your parcel (Tax Lot #2200), resulting in the following approximate parcel sizes:

<table>
<thead>
<tr>
<th>Parcel</th>
<th>Existing Size</th>
<th>Proposed Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>2N 10E 22 #2400</td>
<td>18.31 acres</td>
<td>18.24 acres</td>
</tr>
<tr>
<td>2N 10E 22 #2200</td>
<td>20.04 acres</td>
<td>20.11 acres</td>
</tr>
</tbody>
</table>

This tentative approval is based on findings demonstrating compliance with applicable requirements of Article 3 (EFU Zone) and Article 18 (Subdivision Ordinance) of the Hood River County Zoning Ordinance.

Pursuant to Article 18, Sections 18.90 to 18.94, final PLA approval requires recognition and completion of the following conditions:

1. Final PLA approval is dependent upon filing a final survey map with the County Surveyor that (1) has been prepared by a licensed surveyor (registered in Oregon), (2) is consistent with your approved tentative plan, and (3) is in compliance with applicable surveying laws from Oregon Revised Statute, Chapter 92. To ensure consistency with the tentative approval, a final-draft survey map should be submitted to the County Planning Department for review and concurrence before the final map is filed.

2. Final PLA approval is dependent upon recording a deed of transfer (e.g., warranty deed, bargain and sale deed, quit claim deed, etc.) with the County Department of Records and Assessment for that portion of Tax Lot #2400 being transferred to your property (Tax Lot #2200). This condition should be finalized after Condition #1 has been completed.

3. It is your responsibility to contact the East Fork Irrigation District to determine if water right allocation and/or irrigation delivery will be impacted by this approval (Questions regarding this condition should be directed to East Fork Irrigation District at 541-354-1185).

4. As applicable, the final survey map shall confirm that existing are properly setback from the proposed property lines in compliance with the following requirement(s) of the EFU zone:
   - Side yard setback: 10 feet
5. Future deeds shall continue to describe the reconfigured parcels as separate and complete parcels.

6. This tentative PLA approval shall remain valid for one (1) year from the date of this letter, unless an extension of time is granted. Within this timeframe, documentation must be provided to the Planning Department to confirm that the above conditions have been completed.

Failure to comply with any of the above conditions may void this approval.

If you have any questions regarding this decision, please contact me at (541) 387-6840, keith.cleveland@co.hood-river.or.us, or stop by the office.

Sincerely,

[Signature]

Keith Cleveland, Sr. Planner

Enclosures: Approved Tentative Map, Dated February 27, 2018

c: Jeff Hecksel, Hood River County Administrator
   Brian Beebe, Director, County Records and Assessment (via email)
   Bradley Cross, County Surveyor (via email)
   John Buckley, East Fork Irrigation District (via email)
EXHIBIT "A"

N 1/2, SE 1/4, SW 1/4

2N-10E-22
TAX LOT 2200
WY'East MIDDLE SCHOOL

P.O.C.
NORTHEAST CORNER
OF THE S 1/2, OF THE
SE 1/4, OF THE SW 1/4

20.00 FOOT ACCESS AND
UTILITY EASEMENT
3,430 S.F.
N99°53'1"E 137.51'

Proposed New Property Line

2N-10E-22
TAX LOT 2400
HOOD RIVER COUNTY
FAIR GROUNDS

GRAVEL
PARKING LOT
S 1/2, SE 1/4, SW 1/4

LEGEND
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
□ COMPUTED POSITION, NOT MONUMENTED

APPROVED
FEB 27 2018
HOOD RIVER COUNTY
PLANNING DEPARTMENT

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JULY 12, 2015
JAMES M. KLEIN
5992Z
Expires 6-30-2019

ACCESS AND UTILITY EASEMENT
IN THE SW 1/4 OF SECTION 22, T. 2N., R. 106., W.M.
HOOD RIVER COUNTY, STATE OF OREGON

Klein & Associates, Inc.

SCALE - FEET
30' 0' 30'

BASIS OF Bearings
OREGON NORTH ZONE STATE PLANE
COORDINATE SYSTEM NAD 83
(EPOCH 2010.0), UTILIZING THE
NATIONAL GEODETIC SURVEY (NGS) ONLINE
POSITIONING USER SERVICES (OPUS)
SOFTWARE PROGRAM.
DISTANCE SHOWN AT GROUND.
ACCESS AND UTILITY EASEMENT

This Easement is executed by HOOD RIVER COUNTY SCHOOL DISTRICT, a public school district of Hood River County, Oregon, ("Grantor"), and HOOD RIVER COUNTY, on behalf of the Hood River County Fair Board, a political subdivision of the State of Oregon ("Grantee").

Grantor owns fee title to the parcel of land described as follows, (the "Grantor Tract"):

The South half of the Southeast quarter of the Southwest quarter of Section 22, Township 2 North, Range 10 East of the Willamette Meridian, County of Hood River, State of Oregon.

Grant

Therefore, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor grants to Grantee a private, perpetual, nonexclusive easement (the "Easement") over and across the road on the west side of the property described in Paragraph 2 below as well as the west side of the property leased from Grantor lying northerly of the property described in Paragraph 2 that runs north/south from Summit Drive as further described in the attached Exhibit "A" (the "Easement Area"). The Easement will be used solely for the purposes of providing vehicular and pedestrian access to and from the Grantee’s property, including that property leased from Grantor lying to the east of this Easement, and for public/private utility purposes; the Easement may be used for such ingress and egress purposes by Grantee, its tenants, invitees, agents, and employees, such use to be in common with use of the Easement Area by the Grantor and its tenants, invitees, agents, employees, successors, and assigns. No above-ground structures, barriers, fences, buildings, or other improvements of any kind will be installed in the Easement Area. Grantor further reserves the right to install utilities, cables, landscaping, signage, concrete and asphalt surfaces, and other improvements in the Easement Area from time to time, together with the right to grant to third parties any of such reserved rights, as long as such use does not unreasonably interfere with Grantee’s permitted uses of the Easement. No users of the Easement will be permitted to park any vehicles in the Easement Area. The grant of the Easement is made subject to all exceptions to title on file or of record in the Official Records of Hood River County, Oregon.
2. **Nature of Easement.** The Easement granted herein shall run with the land, be appurtenant to, and for the benefit of the following described property:

A tract of land being that certain property conveyed to Hood River County in Warranty Deed, recorded Jan. 31, 1964, in Book 75, Page 133, located in the South half of the Southeast quarter of the Southwest quarter of Section 22, Township 2 North, Range 10 East of the Willamette Meridian, County of Hood River, State of Oregon.

3. **Maintenance.** Grantee shall, at its sole cost and expense, maintain the Easement Area, and repair any damage caused by Grantee and its tenants, invitees, agents, employees, successors, and assigns. Grantee shall, at its sole cost and expense, repair any damage caused as a result of Grantee’s use or Grantor users’ use of the Easement Area. Should Grantor fail to correct any deficiency in its compliance with such repair obligation (an “Uncured Deficiency”) prior to the expiration of 60 days after the effective date of notice of such Uncured Deficiency from Grantee, then Grantor, at its option (without any obligation to do so), may correct the Uncured Deficiency for the account of Grantee, who will reimburse Grantor for all expenses incurred by Grantor in curing such default, together with interest thereon at the rate of 12 percent per annum from the date expended until the date reimbursed to Grantor.

4. **Indemnity; Attorney Fees.** Grantee will indemnify and hold Grantor harmless from and against all claims, damages, losses, causes of action, costs, and expenses (including, without limitation, attorney fees), which may be asserted against or incurred by Grantor as a result of any act or omission of Grantee or its agents, contractors, employees, tenants, or invitees related to the use of the Easement Area. In the event of any litigation or other proceedings brought to enforce or interpret this Easement, the prevailing party in such proceedings will be entitled to recover from the other party the reasonable attorney fees and other costs incurred by the prevailing party in the proceedings or any appeal therefrom.

5. **Successors.** This Easement will be binding on, and inure to the benefit of, the parties, their successors and assigns.

6. **Amendment.** This Agreement may only be amended by written instrument executed by the parties.

7. **No Partnership.** None of the terms or provisions of this Easement will be deemed to create a partnership between or among the parties, nor will it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor will it be construed to create any third-party beneficiary rights in any person who is not an owner of the Grantee or Grantor Tract.

8. **Consents.** Whenever the consent or approval of a party is required to be given hereunder, such consent or approval will not be unreasonably withheld, delayed, or conditioned unless the provision in question expressly stipulates another standard of approval.
9. **Notices.** Any notice required or permitted by this Easement must be in writing and given by delivering the same in person to the recipient or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the address of the Grantor or Grantee, as applicable, as shown below, unless changed by written notice to the other party:

Hood River County  
c/o Hood River County Fair Board  
P.O. Box 385  
Odell, OR 97044

Hood River County School District  
1011 Eugene St.  
Hood River, OR 97031

Executed to be effective as of the _____ day of __________, 2018.

**GRANTOR:**

Hood River County School District  
By: Dan Goldman  
Superintendent

**GRANTEE:**

Hood River County, on behalf of the  
Hood River County Fair Board  
By: Jeff Hecksel, Administrator

STATE OF OREGON  
County of Hood River

This instrument was acknowledged before me this _____ day of __________, 2018, by Dan Goldman, as Superintendent of Hood River County School District, a public school district in Hood River County, Oregon, on behalf of the GRANTOR.

/s/ ____________________  
Notary Public for Oregon  
My commission expires: ________

STATE OF OREGON  
County of Hood River

This instrument was acknowledged before me this _____ day of __________, 2018, by Jeff Hecksel, as Administrator of Hood River County, a political subdivision of the State of Oregon, on behalf of the GRANTEE.

/s/ ____________________  
Notary Public for Oregon  
My commission expires: ________
Access and Utility Easement

Hood River County School District
(Tax Lot 2N-10E-22-2200)
To
Hood River County
(Tax Lot 2N-10E-22-2400)

The West 30.00 feet of the South half of the Southeast quarter of the Southwest quarter of Section 22, Township 2 North, Range 10 East of the Willamette Meridian, County of Hood River, State of Oregon.

Containing 17,847 sq.ft., 0.46 acres, more or less.
EXHIBIT "A"

2N-10E-22
TAX LOT 2200
WY' EAST MIDDLE SCHOOL
N1/2, SE1/4, SW1/4
SEC. 22

WEST 30 FEET OF THE
S 1/2, SE 1/4, SW 1/4
SEC. 22

30.00

2N-10E-22
TAX LOT 2400
HOOD RIVER COUNTY
FAIR GROUNDS
S1/2, SE1/4, SW1/4
SEC. 22

30.00

NFW 30.0 FOOT WDF
ACCESS AND UTILITY EASEMENT
FOR THE BENEFIT
OF 2N-10E-22
TAX LOT 2400

30.00

LEGEND

COMPUTED POSITION, NOT MONUMENTED

EASEMENT AREA

SUMMIT DRIVE (60')

VICTORY MAP
SOUTHEAST ¼ OF THE SOUTHWEST ¼
SECTION 22

SCALE = FEET
SCALE 1" = 500'

BASIS OF BEARINGS
OREGON NORTH ZONE STATE PLANE
COORDINATE SYSTEM NAD 83
(2011) EPOCH 2010.0, UTILIZING T-E
NATIONAL GEODETIC SURVEY (NGS) ONLINE
POSITIONING USER SERVICES (OPUS)
SOFTWARE PROGRAM
DISTANCE SHOWN AT GROUND.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 12, 2005
JAMES M. KLEIN
55002
Expires 6-30-2019

ACCESS AND UTILITY EASEMENT
IN THE SW 1/4 OF SECTION 22, T. 2N., R. 10E. W.M.
HOOD RIVER COUNTY, STATE OF OREGON

Klein & Associates, Inc.
5100 Southeast 49th Avenue
Portland, Oregon 97206
TEL 503-231-7500
FAX 503-231-6870

ON FILE AT
CLEVELAND COUNTY COURT
J ULY 12, 2005
R ECEIVED
J. W. J. WALTERS
ACCESS AND UTILITY EASEMENT

This Easement is executed by HOOD RIVER COUNTY SCHOOL DISTRICT, a public school district of Hood River County, Oregon, ("Grantor"), and HOOD RIVER COUNTY, on behalf of the Hood River County Fair Board, a political subdivision of the State of Oregon ("Grantee").

Grantor owns fee title to the parcel of land described as follows, (the "Grantor Tract"):  

The South half of the Southeast quarter of the Southwest quarter of Section 22, Township 2 North, Range 10 East of the Willamette Meridian, County of Hood River, State of Oregon.

Grant

Therefore, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor grants to Grantee a private, perpetual, nonexclusive easement (the “Easement”) over and across the strip of land described in the attached Exhibit “A” (the “Easement Area”). The Easement will be used solely for the purposes of providing vehicular and pedestrian access to and from the Grantee’s property, including that property leased from Grantor lying to the west and northerly of this Easement, and for public/private utility purposes; the Easement may be used for such ingress and egress purposes only by Grantee, its tenants, invitees, agents, and employees, such use to be in common with use of the Easement Area by the Grantor and its tenants, invitees, agents, employees, successors, and assigns. No above-ground structures, barriers, fences, buildings, or other improvements of any kind will be installed in the Easement Area by Grantee. Grantor agrees to install chains and removable bollards on a 10 foot spacing as shown on Exhibit “B” on the south side of the easement area, and may also install signage to direct traffic flow, and a culvert under the road surface. Grantor further reserves the right to install utilities, cables, landscaping, signage, concrete and asphalt surfaces, and other improvements in the Easement Area from time to time, together with the right to grant to third parties any of such reserved rights, as long as such use does not unreasonably interfere with Grantee’s permitted uses of the Easement. No users of the Easement will be permitted to park any vehicles in the Easement Area. The grant of the Easement is made subject to all exceptions to title on file or of record in the Official Records of Hood River County, Oregon.

2. **Nature of Easement.** The Easement granted herein shall run with the land, be appurtenant to, and for the benefit of the following described property:

Access and Utility Easement - Page 1 of 3
A tract of land being that certain property conveyed to Hood River County in Warranty Deed, recorded Jan. 31, 1964, in Book 75, Page 133, located in the South half of the Southeast quarter of the Southwest quarter of Section 22, Township 2 North, Range 10 East of the Willamette Meridian, County of Hood River, State of Oregon.

3. **Maintenance.** Grantor shall, at its sole cost and expense, maintain the Easement Area to a standard at least equivalent to the Grantee’s parking lot area located to the south of the easement, and repair any damage caused by Grantor and its tenants, invitees, agents, employees, successors, and assigns. Grantor will also plow the easement area during snow events. Grantee shall, at its sole cost and expense, repair any damage caused as a result of Grantee’s use or Grantee users’ use of the Easement Area. Should Grantee fail to correct any deficiency in its compliance with such repair obligation (an “Uncured Deficiency”) prior to the expiration of 60 days after the effective date of notice of such Uncured Deficiency from Grantor, then Grantor, at its option (without any obligation to do so), may correct the Uncured Deficiency for the account of Grantee, who will reimburse Grantor for all expenses incurred by Grantor in curing such default, together with interest thereon at the rate of 12 percent per annum from the date expended until the date reimbursed to Grantor.

4. **Indemnity; Attorney Fees.** Grantee will indemnify and hold Grantor harmless from and against all claims, damages, losses, causes of action, costs, and expenses (including, without limitation, attorney fees), which may be asserted against or incurred by Grantor as a result of any act or omission of Grantee or its agents, contractors, employees, tenants, or invitees related to the use of the Easement Area. In the event of any litigation or other proceedings brought to enforce or interpret this Easement, the prevailing party in such proceedings will be entitled to recover from the other party the reasonable attorney fees and other costs incurred by the prevailing party in the proceedings or any appeal therefrom.

5. **Successors.** This Easement will be binding on, and inure to the benefit of, the parties, their successors and assigns.

6. **Amendment.** This Agreement may only be amended by written instrument executed by the parties.

7. **No Partnership.** None of the terms or provisions of this Easement will be deemed to create a partnership between or among the parties, nor will it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor will it be construed to create any third-party beneficiary rights in any person who is not an owner of the Grantee or Grantor Tract.

8. **Consents.** Whenever the consent or approval of a party is required to be given hereunder, such consent or approval will not be unreasonably withheld, delayed, or conditioned unless the provision in question expressly stipulates another standard of approval.

9. **Notices.** Any notice required or permitted by this Easement must be in writing and given by delivering the same in person to the recipient or by sending the same by registered Access and Utility Easement - Page 2 of 3
or certified mail, return receipt requested, with postage prepaid, to the address of the Grantor or Grantee, as applicable, as shown below, unless changed by written notice to the other party:

Hood River County
 c/o Hood River County Fair Board
 P.O. Box 385
 Odell, OR 97044

Hood River County School District
 1011 Eugene St.
 Hood River, OR 97031

Executed to be effective as of the _____ day of ________, 2018.

**GRANTOR:**

Hood River County School District
By: Dan Goldman
Superintendent

**GRANTEE:**

Hood River County, on behalf of the
Hood River County Fair Board
By: Jeff Hecksel
Administrator

STATE OF OREGON )
 ) ss.
County of Hood River )

This instrument was acknowledged before me this _____ day of ____________, 2018, by Dan Goldman, as Superintendent of Hood River County School District, a public school district in Hood River County, Oregon, on behalf of the GRANTOR.

/s/
Notary Public for Oregon
My commission expires: _______

STATE OF OREGON )
 ) ss.
County of Hood River )

This instrument was acknowledged before me this _____ day of ____________, 2018, by Jeff Hecksel, as Administrator of Hood River County, a political subdivision of the State of Oregon, on behalf of the GRANTEE.

/s/
Notary Public for Oregon
My commission expires: _______

Access and Utility Easement - Page 3 of 3
Access and Utility Easement

Hood River County School District
(Tax Lot 2N-10E-22-2200)
To
Hood River County
(Tax Lot 2N-10E-22-2400)

A tract of land located in the South half of the Southeast quarter of the Southwest quarter of Section 22, Township 2 North, Range 10 East of the Willamette Meridian, County of Hood River, State of Oregon, more particularly described as follows.

Commencing at the Northeast corner of the South half of the Southeast quarter of the Southwest quarter of Section 22; thence North 89°53′11″ West 20.00 feet, along the North line of the South half of the Southeast quarter of the Southwest quarter of Section 22, to a point on the West right-of-way line of Wyeast road, also being the Point of Beginning of the tract being described; thence continuing along last said line, North 89°53′11″ West 153.43 feet; thence South 00°06′49″ West 20.00 feet; thence South 89°53′11″ East 137.51 feet; thence South 44°53′11″ East 22.09 feet, to a point on the West right-of-way line of Wyeast road; thence North 00°35′49″ East 35.62 feet, along the West right-of-way line of Wyeast road, back to the Point of Beginning.

Containing 3,190 sqft, 0.07 acres, more or less.
EXHIBIT "A"

N 1/2, SE 1/4, SW 1/4

2N-10E-22
TAX LOT 2200
WY' EAST MIDDLE SCHOOL

P.O.C.
NORTHEAST CORNER
OF THE S 1/2, OF THE
SE 1/4, OF THE SW 1/4

P.O.B.

N89°53'11"W 173.43'

20.00 FOOT ACCESS AND
UTILITY EASEMENT
3,190 S.F.

S89°53'11"E 137.51'

2N-10E-22
TAX LOT 2400
HOOD RIVER COUNTY
FAIR GROUNDS

GRAVEL
PARKING LOT

S 1/2, SE 1/4, SW 1/4

LEGEND
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
□ COMPUTED POSITION, NOT MONUMENTED

SCALE - FEET

BASIS OF BEARINGS
OREGON NORTH ZONE STATE PLANE
COORDINATE SYSTEM NAD 83
(2011) (EPOCH 2010.0), UTILIZING THE
NATIONAL GEODETIC SURVEY (NGS) ONLINE
POSITIONING USER SERVICES (OPUS)
SOFTWARE PROGRAM.
DISTANCE SHOWN AT GROUND.

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JULY 12, 2005
JAMES M. KLEIN
59002
Expires 6-30-2019

ACCESS AND UTILITY EASEMENT
IN THE SW 1/4 OF SECTION 22, T. 2N., R. 10E. W.M.
HOOD RIVER COUNTY, STATE OF OREGON

Klein & Associates, Inc.
ACCESS AND UTILITY EASEMENT

This Easement is executed by HOOD RIVER COUNTY, a political subdivision of the the State of Oregon, on behalf of the Hood River County Fair Board, ("Grantor"), and HOOD RIVER COUNTY SCHOOL DISTRICT, a public school district of Hood River County, Oregon, ("Grantee").

Recitals
Grantor owns fee title to the parcel of land described as follows, (the "Grantor Tract"):

A tract of land being that certain property conveyed to Hood River County in Warranty Deed, recorded Jan. 31, 1964, in Book 75, Page 133, located in the South half of the Southeast quarter of the Southwest quarter of Section 22, Township 2 North, Range 10 East of the Willamette Meridian, County of Hood River, State of Oregon.

Grant
Therefore, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor grants to Grantee a private, perpetual, nonexclusive easement (the "Easement") over and across the strip of land situated on the Grantor Tract described in the attached Exhibit "A" (the "Easement Area"). The Easement will be used solely for the purposes of providing vehicular and pedestrian access to and from the Grantee's property and for public/private utility purposes; the Easement may be used for such ingress and egress purposes only by Grantee, its successors in ownership of the Grantor Tract, and the tenants, invitees, agents, and employees of Grantee and such successors (collectively, the "Grantee Users"), such use to be in common with use of the Easement Area by the owner of the Grantor Tract and its tenants, invitees, agents, employees, successors, and assigns. No above-ground structures, barriers, fences, buildings, or other improvements of any kind will be installed in the Easement Area other than roadway surfaces and improvements. Grantor reserves the right to install utilities, cables, landscaping, signage, concrete and asphalt surfaces, and other improvements in the Easement Area from time to time, together with the right to grant to third parties any of such reserved rights, as long as such use does not unreasonably interfere with Grantee's permitted uses of the Easement. No users of the Easement will park any vehicles in the Easement Area. The grant of the Easement is made subject to all exceptions to title on file or of record in the Official Records of Hood River County, Oregon.

Access and Utility Easement - Page 1 of 3
2. **Nature of Easement.** The Easement granted herein shall run with the land, be appurtenant to, and for the benefit of, the following described property owned by Grantee:

   **The South half of the Southeast quarter of the Southwest quarter of Section 22, Township 2 North, Range 10 East of the Willamette Meridian, County of Hood River, State of Oregon.**

3. **Maintenance.** Grantee shall, at its sole cost and expense, maintain the roadway in the easement area and repair any damage caused as a result of Grantee’s use or Grantee Users’ use of the Easement Area. Should Grantee fail to correct any deficiency in its compliance with such repair obligation (an “Uncured Deficiency”) prior to the expiration of 60 days after the effective date of notice of such Uncured Deficiency from Grantor, then Grantor, at its option (without any obligation to do so), may correct the Uncured Deficiency for the account of Grantee, who will reimburse Grantor for all expenses incurred by Grantor in curing such default, together with interest thereon at the rate of 12 percent per annum from the date expended until the date reimbursed to Grantor.

4. **Indemnity; Attorney Fees.** Grantee will indemnify and hold Grantor harmless from and against all claims, damages, losses, causes of action, costs, and expenses (including, without limitation, attorney fees), which may be asserted against or incurred by Grantor as a result of any act or omission of Grantee or its agents, contractors, employees, tenants, or invitees related to the use of the Easement Area. In the event of any litigation or other proceedings brought to enforce or interpret this Easement, the prevailing party in such proceedings will be entitled to recover from the other party the reasonable attorney fees and other costs incurred by the prevailing party in the proceedings or any appeal therefrom.

5. **Successors.** This Easement will be binding on, and inure to the benefit of, the parties, and their respective successors, and assigns.

6. **Amendment.** This Agreement may only be amended by written instrument executed by the parties.

7. **No Partnership.** None of the terms or provisions of this Easement will be deemed to create a partnership between or among the parties, nor will it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor will it be construed to create any third-party beneficiary rights in any person who is not an owner of the Grantee or Grantor Tract.

8. **Consents.** Whenever the consent or approval of a party is required to be given hereunder, such consent or approval will not be unreasonably withheld, delayed, or conditioned unless the provision in question expressly stipulates another standard of approval.

9. **Notices.** Any notice required or permitted by this Easement must be in writing and given by delivering the same in person to the recipient or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the address of the Grantor or Grantee, as applicable, as shown below, unless changed by written notice to the other party:

Access and Utility Easement - Page 2 of 3
Hood River County
P.O. Box 385
Odell, OR 97044

Hood River County School District
1011 Eugene St.
Hood River, OR 97031

Executed to be effective as of the _____ day of __________, 2018.

GRANTOR: 

Hood River County, on behalf of the Hood River County Fair Board
By: Jeff Hecksel
Administrator

GRANTEE: 

Hood River County School District
By: Dan Goldman
Superintendent

STATE OF OREGON )
) ss.
County of Hood River )

This instrument was acknowledged before me this _____ day of __________, 2018,
by Jeff Hecksel, as Administrator of Hood River County, a political subdivision of the State of
Oregon, on behalf of the GRANTOR.

/s/ ______________________
Notary Public for Oregon
My commission expires: _______

STATE OF OREGON )
) ss.
County of Hood River )

This instrument was acknowledged before me this _____ day of __________, 2018,
by Dan Goldman, as Superintendent of Hood River County School District, a public
school district in Hood River County, Oregon, on behalf of the GRANTEE.

/s/ ______________________
Notary Public for Oregon
My commission expires: _______
Access and Utility Easement

Hood River County
(Tax Lot 2N-10E-22-2400)
To
Hood River County School District
(Tax Lot 2N-10E-22-2200)

A tract of land being a portion of that certain property conveyed to Hood River County in Warranty Deed, recorded Jan. 31, 1964, in Book 75, Page 133, located in the South half of the Southeast quarter of the Southwest quarter of Section 22, Township 2 North, Range 10 East of the Willamette Meridian, County of Hood River, State of Oregon, more particularly described as follows.

Commencing at the Northeast corner of the South half of the Southeast quarter of the Southwest quarter of Section 22; thence North 89°53'11" West 173.43 feet, along the North line of the South half of the Southeast quarter of the Southwest quarter of Section 22, to the Point of Beginning of the tract being described; thence continuing along last said line, North 89°53'11" West 164.41 feet; thence South 58°51'32" East 38.80 feet to a point that is at right angle to and 20.00 feet south of the North line of the South half of the Southeast quarter of the Southwest quarter of Section 22; thence South 89°53'11" East 131.17 feet, being 20.00 feet south of and parallel with the North line of the South half of the Southeast quarter of the Southwest quarter of Section 22; thence North 00°06'49" East 20.00 feet back to the Point of Beginning.

Containing 2,956 Sqft. More or less.
EXHIBIT "A"

N 1/2, SE 1/4, SW 1/4
2N-10E-22
TAX LOT 2200
WY'EASt MIDDLE SCHOOL
BUILDING

P.O.C.

NORTH EAST CORNER
OF THE S 1/2, OF THE
SE 1/4, OF THE SW 1/4

20'

8.3'
N89°51'28"W 337.84'
7.5'

38.80'
S88°51'32"E

20.00
20.00 FOOT ACCESS AND
UTILITY EASEMENT
2,956 S.F.

164.41'

4.8'

20.00'

GATE

EXISTING FENCE

S 1/2, SE 1/4, SW 1/4
2N-10E-22
TAX LOT 2400
HOOD RIVER COUNTY
FAIR GROUNDS

BUILDING

BUILDING

LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
□ COMPUTED POSITION, NOT MONUMENTED

SCALE - FEET

30' 0 30'

30'

BASIS OF BEARINGS
OREGON NORTH ZONE STATE PLANE
COORDINATE SYSTEM NAD 83
(2011)(EPOCH 2010.0), UTILIZING THE
NATIONAL GEODETIC SURVEY (NGS) ONLINE
POSITIONING USER SERVICES (OPUS)
SOFTWARE PROGRAM.
DISTANCE SHOWN AT GROUND.
DATE: 8/30/18    DEPARTMENT: HRSO/Emergency Mgmt    NAME: Barbara Ayers
SUBJECT: 2018 Natural Hazards Mitigation Plan update - final for adoption

AUTHORITY: ORS: OAR: COUNTY ORD.: 13.08

BACKGROUND/SUMMARY OF SUBJECT:
Adopt the 2018 Hood River County Natural Hazards Mitigation Plan (NHMP) as developed by HRSO Emergency Management via a multi agency grant funded partnership. The plan is now approved in content form by FEMA (Federal Emergency Management Agency) and Oregon Office of Emergency Management (OEM) and is ready for adoption by HRC and the Cities of Hood River and Cascade Locks.

Counties must have an Emergency Management function; Hood River County's is half funded by State EMPG (Emergency Management Performance Grants;) the County must update its NHMP every five years. This plan update for the County and its two cities was completed with the help of University of Oregon's RARE (an AmeriCorps Program) and DLCD (OR Dept. of Land Use and Conservation.) HRC staff and regional subject matter experts served on the NHMP Steering Committee and there was extensive public outreach throughout the development of this plan to encourage input. All of the County's / RARE / UofO / DLCD plan update costs are covered by a FEMA pass through grant administered by DLCD. The County's fiscal responsibility was to provide $1000 of in-kind staff support, which we exceeded.

In the last 18 months, Hood River County EOC has declared three emergencies, all for natural hazards - drought, summer 2015, winter storm, Jan. 2017 and Eagle Creek Fire, Sept. 2017.

ATTACHMENTS: None
FISCAL IMPACT: No fiscal impact; $1000 in kind only local match completed with existing staff and volunteers.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:
COUNTY COUNSEL FINANCE OTHER AGENCIES ADMIN
HR DEPT APPROPRIATE COUNTY COMMITTEE OTHER

RECOMMENDATION OF THE DEPARTMENT:
Approve.

ADMINISTRATION RECOMMENDATION:
Hear update from staff regarding the Plan and then adopt the Plan via a Resolution as provided.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
COPIES TO:
The Hood River County Board of Commissioners
Hood River County, Oregon

A Resolution Adopting the County of Hood River Representation in the Updates to the Hood River County Multi-Jurisdictional Natural Hazards Mitigation Plan

RESOLUTION NO.___________

Whereas, the County of Hood River recognizes the threat that natural hazards pose to people, property and infrastructure within our community; and

Whereas, undertaking hazard mitigation actions will reduce the potential for harm to people, property and infrastructure from future hazard occurrences; and

Whereas, an adopted Natural Hazards Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

Whereas, the County of Hood River has fully participated in the FEMA prescribed mitigation planning process to prepare the Hood River County Multi-Jurisdictional Natural Hazards Mitigation Plan, which has established a comprehensive, coordinated planning process to eliminate or minimize these vulnerabilities; and

Whereas, the County of Hood River has identified natural hazard risks and prioritized several proposed actions and programs needed to mitigate the vulnerabilities of the County of Hood River to the impacts of future disasters within the Hood River County Multi-Jurisdictional Natural Hazard Mitigation Plan; and

Whereas, these proposed projects and programs have been incorporated into the Hood River County, Multi-Jurisdictional Natural Hazards Mitigation Plan that has been prepared and promulgated for consideration and implementation by the cities of Hood River County; and

Whereas, the Oregon Military Department’s Office of Emergency Management and Federal Emergency Management Agency, Region X officials have reviewed the Hood River County, Multi-Jurisdictional Natural Hazards Mitigation Plan and pre-approved it (dated, August 21, 2018) contingent upon this official adoption of the participating governments and entities;

Whereas, the NHMP is comprised of four volumes: Volume I -Basic Mitigation Plan, Volume II – Hazard Annexes. Volume III - Jurisdictional Addenda, and Volume IV – Mitigation Resources, collectively referred to herein as the NHMP; and

Whereas, the NHMP is in an on-going cycle of development and revision to improve it’s effectiveness; and

Whereas, County of Hood River adopts the NHMP and directs County staff to develop, approve, and implement the mitigation strategies and any administrative changes to the NHMP.
Now, therefore, be it resolved, that the County of Hood River adopts the Hood River County Multi-Jurisdictional Natural Hazards Mitigation Plan as an official plan; and

Be it further resolved, that the County of Hood River will submit this Adoption Resolution to the Oregon Military Department’s Office of Emergency Management and Federal Emergency Management Agency, Region X officials to enable final approval of the Hood River County Multi-Jurisdictional Natural Hazards Mitigation Plan.
REPORTS
Hi Jeff,

Great to talk with you. Here's the original email. As you will see the initial meeting dates have changed. We will likely need to meet twice in October because the Funding Allocation Plan is due to the State on November 1st. Once the projects are selected, the STIF plan funds will be allocated and cover a 2 1/2 year period (1/2 FY 2019; FY20; & FY21). The total amount we expect to receive over this time period is $975,000 - though we are being asked to plan for 1.3 million ($175K for the 1/2 year and $400K for the next two years).

The STIF Plan must include transit projects already included in an existing planning document - the CAT Board has identified priority projects from their Transit Master Plan and the County Coordinated Human Services plan. While this will limit the projects available for this year, it will provide a discussion about service or project gaps and allow us to update the Plans for subsequent allocation cycles.

I have included the committee bylaw (which were just adopted by the Board). They explain the committee role and function. The designated County representative will serve for three years. While the Committee may meet next year to receive an update regarding the projects, the next major role will be in Fall 2020 - when the decision regarding the next 2-year allocation (FY22 & 23) will be decided.

If you have additional questions, please don't hesitate to call.

Patty

Patricia Fink
Executive Director
Hood River County Transportation District
dba Columbia Area Transit
503-793-1256 (cell)
patty.fink@catransit.org
Hi Jeff,

My name is Patty Fink. I am the new Executive Director here at Hood River County Transportation District (CAT Public Transit). I am emailing to see if I can get you or one of your staff to sit on CAT’s new State Transportation Improvement Fund (STIF) committee.

You may be aware that in the last legislative session, the Legislature passed the State Transportation Improvement Fund (House Bill 2017). The STIF funds puts a small payroll tax on employees that is 100% dedicated to transit operations & infrastructure. The Oregon Department of Transportation (ODOT) has estimated Hood River County will receive about $400,000 next fiscal year for transit services. They have asked us to convene a STIF Advisory committee that includes people who can advocate and represent transit needs for the Cities, the County as well as target groups such as seniors, employers, low-income, youth and disabled populations within Hood River County.

The STIF committee will likely meet twice once in late August and once in early September. The first meeting will provide participants a brief overview of the STIF funding, current CAT services and specific projects that are on our priority list for STIF Funding – we would also hope, at this meeting, to get input from the committee on whether additional projects should be added to that list. The second meeting will be asking the committee to prioritize the projects for funding for a two year cycle.

I would imagine the meetings themselves would be 1-1/2 hours long and another 2-4 hours might be required to prepare for the meetings. So the total commitment might be 5-7 hours. The CAT Board is required to appoint specific members to the committee. I hope to accomplish this at the CAT Board Meeting on August 8th. Can you let me know who from the Hood River County might attend and represent the County at these meetings?

Thanks in advance,
Patty

**Patricia Fink**  
Executive Director  
Hood River County Transportation District  
dba Columbia Area Transit  
503-793-1256 (cell)  
[patty.fink@catransit.org](mailto:patty.fink@catransit.org)  
[catransit.org](http://catransit.org)
HOOD RIVER COUNTY STIF ADVISORY COMMITTEE

ARTICLE 1
Name

The name of this organization shall be the Hood River County State Transportation Improvement Fund Advisory Committee.

ARTICLE 2
Citations

This Committee and these Bylaws are established for the purpose of carrying out the statutory requirements as established under ORS 184.758(1)(b) and ORS 184.761, and the rules establishing the procedures and requirements for administration of the Statewide Transportation Improvement Fund, as set forth under OAR Chapter 732, Division 040. Section 0030 and 0035, Dir 42, Section 0020 and Dir 44 Section 0025.

ARTICLE 3
Definitions

The following definitions shall apply to the terms used in these Bylaws:

“Areas of High Percentage of Low-Income Households” shall mean geographic areas within Hood River County which are determined to have a high percentage of low income households. Pursuant to OAR 732-040-0035(2)(a), it shall be the responsibility of the Advisory Committee to gather data and to seek public input, and to make a determination as to the areas of Hood River County in which there exist high percentages of low-income households, and to publish said determination in its Committee minutes and printed public materials.

“Bicycle and Pedestrian Advocates” shall be individuals representing either organizations or standing committees associated with local governments within Hood River County which advocate for and promote bicycle and pedestrian-related issues, goals, projects, or interests, or which exist to advise local government elected officials on matters related to bicycle and/or pedestrian traffic safety and enforcement, pathways and travel lanes, project planning and development, and promote public events.

“Board” shall mean the Hood River County Board of Directors.

“Committee” or “The Committee” shall mean the Hood River County State Transportation Improvement Fund Advisory Committee. Outside of these Bylaws, this Committee may commonly be referred to as “the STIF Committee”.

“Employer Representative” shall mean any employee, supervisor, manager, or owner of a business enterprise legally operating within the boundaries of Hood River County.

“Environmental Advocates” shall be individuals representing either organizations or standing committees associated with local governments within Hood River County which advocate for any of a wide range of environmental issues, goals, projects, or interests, or which exist to
advise local government elected officials on matters related to the environment or to environmental features of public property.

“Local Government Representative” shall mean an employee of a County, municipal, or special district governmental organization formed and organized under the Oregon Revised Statutes and operating within the jurisdictional boundaries of Hood River County.

“Low-Income” The STIF Committee will define low-income households for the plan. “Major Destination” shall mean a well-known and commonly recognized destination within Hood River County, which may either be at one physical location (ex. Hood River County Historical Museum) or a group of destination locations within an industry (ex. local wineries or craft beer breweries.) A “Representative of Major Destinations” may be an employee, manager or owner of a destination or representing a destination industry group, or a member of an organization which promotes tourism within Hood River County generally.

“Non-Profit Public Transportation Service Provider Representative” shall mean a representative of a non-profit transportation service engaged in providing public transportation services within the County, regardless of whether or not this entity receives public transportation funding.

“Person(s) with Disabilities” shall mean individuals with disabilities which limit or constrain any aspect of their daily life, and may include, but is not necessarily limited to, physical, intellectual, cognitive, developmental, and/or emotional disabilities.

“Persons With Limited English Proficiency” shall be persons as defined in Hood River County’s Limited English Proficiency Plan adopted by the Board, who did not speak English as their original language and who may have limited proficiency in either speaking or understanding written or spoken English, or both.

“Public Transportation Service Provider Representative” shall mean a representative of a publically managed transportation service engaged in providing public transportation services within the County.

“Representative of Educational Institutions” shall mean a person who is employed by or on the Board of Directors of a K-12 public school; chartered or state-licensed private K-12 school, community college, university, private college, or trade school operating within the jurisdictional boundaries of Hood River County.

“Representative of Low Income Individuals” shall be a person representing the needs of low income transportation system users, and who is familiar through association with groups or individuals with special transportation needs of low income users.

“Representative of Persons With Disabilities” shall be someone representing the needs of disabled transportation system users, and who, through association with groups or individuals, or facilities serving persons with disabilities, is familiar with the special transportation needs of disabled users.

“Representative of Persons With Limited English Proficiency” shall be someone representing the needs of transportation system users with limited English proficiency, and who is familiar through association with neighborhood groups, local school groups, social service or non-profit agencies, with the transportation needs of limited English proficiency users.
“Senior” or “elderly” shall mean persons sixty (60) years of age or older. A “Senior Representative” shall be someone, who may also be a senior, representing the needs of elderly transportation system users, and who is familiar through association with groups or individuals, or facilities serving seniors, with the special transportation needs of elderly users.

“Social and Human Service Provider Representative” shall mean a representative of a social services, human services, or health services agency operating within Hood River County. Said agency may be a public agency, a non-profit agency, or a not-for-profit institution such as a health center.

“Social Equity Advocates” shall be individuals representing either organizations or standing committees associated with local governments within Hood River County which advocate for equity for groups of persons who may be disadvantaged due to but not limited to ethnicity; income or other economic circumstances; limited English proficiency; homelessness; citizenship status; gender identity; sexual orientation; or which exist to advise local government elected officials on matters related to equity.

“Transit Dependent User” shall mean an individual who is dependent on public transportation for mobility due to economic reasons or due to other special transportation needs.

ARTICLE 4
Function

Section 1. Purpose: The Committee shall assist the Board in tasks and duties supporting local and regional transportation services funded through the State Transportation Improvement Fund (STIF) and allocated to Hood River County, for distribution to Public Transportation Service Providers within and adjacent to Hood River County.

Section 2. Major Tasks: The Committee shall have four major tasks. These are:
(a) Reviewing and advising staff on the development of the local STIF Plan, consistent with the guidelines promulgated by State administering agencies;
(b) Reviewing all projects proposed for inclusion within the STIF Plan, and prioritizing the approved projects, including the funding level for each project to be included within the STIF Plan;
(c) Developing a process for monitoring and evaluating projects to ensure that Public Transportation Providers that have received funds are applying the funds in accordance with and for the purposes described within their project proposal;
(d) As and if requested, and in the manner directed by directed by the Board, reviewing and advising staff on the methodology for distribution of STIF Formula Program monies allocated to Hood River County;

Section 3. STIF Plan Duties: The Committee shall perform the tasks consistent with the administrative requirements set forth under OAR Chapter 732, Division 040, as defined by Hood River County:
(a) Hold public meetings to assist and advise staff with the development of the County’s local STIF Plan, including components of the Plan developed by or for other Public Transportation Service Providers within the County;
(b) Gather data and seek public input regarding low-income households within the County, including those within the corporate limits of municipalities within the County, and make and publish a determination of how the plan defines “low-income” and where those communities exist for purposes of guiding the STIF Plan;

(c) Review every project proposed for inclusion in the County’s STIF Plan and make a determination whether to recommend inclusion or rejection of the project for the STIF Plan;

(d) Advise and assist staff by recommending projects to be included in the STIF Plan; the priority of each project in the Plan; and the level of project funding to be included for each project, consistent with the County’s allocation process for the distribution of Formula Fund moneys;

(e) Consider the criteria established under OAR Chapter 732, Division 040 when identifying Projects for inclusion in the STIF Plan, including but not limited to: expanded service and frequency in areas with a high percentage of low income households; improved service connections between communities; reduced fragmentation of service and closure of service gaps; maintenance of existing services; and other factors such as geographic equity;

(f) Advise staff regarding the opportunities to coordinate STIF funded projects in the Plan with other local or regional transportation programs and services;

(g) Recommend to the HRCTD Board of Directors a STIF Plan which includes the prioritization of projects proposed for funding within the Plan;

(h) Develop processes for review and monitoring of ongoing funded projects and local Plans, which may include reporting and site visits to local public transportation providers receiving STIF project funding;

(i) If appropriate, propose changes to policies or practices to ensure that the Public Transportation Service Provider has applied the monies received in accordance with and for the purposes described in the STIF Plan or project proposal, and that the project does not unduly fragment the provision of public transportation services.

ARTICLE 5
Membership

Section 1. Number, Qualifications, and Selection of Members: The Committee shall consist of no less than five (5), and no more than seven (7) members, appointed directly by the Board, as follows:

a) To be qualified to serve on the Committee, an individual must:

1. Reside or work in Hood River County and;
2. Be knowledgeable about the public transportation needs of residents or employees located within or traveling to and from the County.

b) At least one member from each of the following, who shall be a person:

1. With low-income, or a person from a low-income household, as defined in Article 3, who uses transportation services in the County, or a representative of low-income persons or households who use transportation services in the County; and
2. Who is a senior or elderly individual or an individual with a disability, as defined in Article 3, and uses transportation services in the County, or a representative of seniors or people with disabilities who use transportation in the County; and
3. A public transportation service provider representative, as defined in Article 3.
c) Up to four (4) additional members may be representatives from any of the following groups, as defined in Article 3:
   1. local governments, including land use planners
   2. non-profit public transportation service providers,
   3. neighboring public transportation service providers,
   4. employers,
   5. social and human service providers,
   6. transit dependent users,
   7. social equity advocates,
   8. environmental advocates,
   9. bicycle and pedestrian advocates,
   10. people with limited-English proficiency,
   11. educational institutions,
   12. major destinations

d) The Board will seek to appoint Committee members who represent the diverse interests, perspectives, geography, and the demographics of the County. Consideration may also be given to individuals within these categories who are users of public transportation services provided within the County.

Section 2. Ex Officio Members: The Committee may additionally consist of any the following ex officio members, appointed by the Board as follows:

   One (1) County representative;
   One (1) MCEDD representative;
   One (1) LINK representative
   Any additional representatives which the Board deems appropriate.

Section 3. Terms of Office: Terms shall be three (3) years. Any member may serve two (2) successive terms if reappointed by the HRCTD Board of Directors. Terms begin on August 1 and end on June 30. Terms shall be staggered, with either two or three members’ terms expiring each year.

Section 4. Member Responsibilities: All Committee members shall regularly attend meetings of the Committee and any meetings of the subcommittees to which they are appointed, and shall fulfill other duties as appointed by the Chairman.

Section 5. Termination of Membership:

The Board may remove Committee members as follows:

a) Failure to attend three or more consecutive regular Committee meetings. The HRCTD Board may declare a member’s position vacant when the member has had three (3) unexcused absences in one year or no longer meets the residency requirement;

b) For cause following public hearing, for reasons including, but not limited to commission of a felony, corruption, intentional violation of open meetings law, failure to declare conflict of interest, or incompetence;
Section 6. Vacancies: The HRCTD Board shall make appointments to fill vacancies as they occur. Such appointments shall be for the duration of the unexpired term of that position.

ARTICLE 6
Officers

The following officers shall be elected from the Committee membership during the first meeting of each calendar year:

Chair: The Chair shall have the responsibility of conducting all meetings and hearings in an orderly manner. The Chair may not initiate a motion, but may second, and shall vote on each issue after the question is called. However, in the event the Chair’s vote shall create a tie, the Chair shall refrain from voting.

Vice Chair: The Vice Chair shall be responsible for conducting the meetings and hearings in the absence of the Chair.

ARTICLE 7
Subcommittees

Section 1. Creation of Subcommittees: The Committee shall have the power to create subcommittees with such responsibilities as the Committee directs.

Section 2. Naming of Subcommittees: The Chair shall appoint and charge each subcommittee with its responsibilities, shall appoint the members of the subcommittee, and shall appoint the chair of the subcommittee in the event the subcommittee consists of more than one person. The subcommittee chair shall be responsible for scheduling meetings, assigning specific tasks within the mandate of the subcommittee, and reporting to the Committee concerning the work of the subcommittee.

ARTICLE 8
Advisors

The Committee and the subcommittees may call on lay citizens and professionals as advisors without voting rights to provide technical assistance, expert guidance and advice, data support and analysis, provide information for and testify in deliberations, and attend meetings to the extent deemed appropriate and approved by the Committee and the Chair.

Calling of advisors by the Committee will be coordinated by the Chair or subcommittee chairs through County staff assigned to the Committee.

ARTICLE 9
Meetings

Section 1. Regular Meetings: Meetings shall be held a minimum of two times per year, as required by statute, but may be held more frequently to carry out the purposes of the Committee. These meetings shall be held in publically accessible facilities, and shall take place during transit operating hours, to facilitate attendance of interested individuals.
Section 2. Special Meetings: Special meetings may be called by the Chair or by the Board of Commissioners by giving the members and the press written or verbal notice at least 24 hours before the meeting.

Section 3. Quorum: A simple majority of the appointed, and filled, voting membership shall constitute a quorum. All business conducted with a majority vote of the quorum shall stand as the official action of the Committee.

Section 4. Voting: Each Committee member, except ex officio members, shall have one vote. In the event the Chair's vote shall create a tie vote, the Chair shall refrain from voting. A Committee member shall not vote on any funding decision in which they are an applicant for funds.

Section 5. Staff: Administrative staff to the Committee shall be determined by the Commissioners in consultation with the County Administrator. Staff for recording the proceedings of the Committee shall also be provided by the County.

Section 6. Agenda: The Chair, with the assistance of the County-provided staff, shall prepare the agenda of items requiring Committee action, and shall add items of business as may be requested by individual Committee members and/or the Board of Commissioners. Agendas of all meetings shall be posted in advance as required under existing County policy and filed with the Commissioners.

Section 7. Notice: All members shall be given written notice of time, date, location, and purpose of the meetings at least three (3) days before a regular Committee meeting, and written or verbal notice one (1) day before a special meeting. In the event a member is provided with less than three (3) days written notice of a regular meeting, or less than one (1) day actual notice of a special meeting, and objects to the proceedings based on a lack of adequate notice, all business conducted at that meeting shall be reconsidered at the next regular meeting or at a special meeting called with adequate notice.

Section 8. Minutes: Minutes recording all motions and subsequent action including the number of yes or no votes on each issue shall be taken. In addition, all conflicts of interest shall be noted. Minutes of all meetings shall be posted following all meetings as required under existing County policy and filed with the Commissioners.

ARTICLE 10
Public Records & Meeting Law and Public Engagement

Section 1. Public Records and Meeting Law: The Committee is a public body for the purposes of ORS Chapter 192, and is subject to the statutory procedures related to Oregon public records and meetings. Pursuant to OAR 732-040-035(2)(b), written copies of Committee agendas, minutes, and By-laws shall be made available to the public for a period of no less than six (6) years.

Section 1. Public Engagement: Pursuant to OAR 735-040-0035, the Committee shall strive to seek public engagement in all its deliberative processes, with particular regard to the selection of projects for inclusion and funding in the County STIF Plan. The Committee will work with County staff resources such as the County Public Information Officer to publicize key meetings.
and hold public forums as needed to ensure maximum public access to information and public participation in priority-setting exercises.

ARTICLE 11
Parliamentary Procedure

The current edition of Robert's Rules of Order shall govern the Committee where not inconsistent with these By-laws or any special rules of order the Committee shall adopt.

ARTICLE 12
Conflict of Interest

A potential or actual conflict of interest shall be declared by any member who has or may have a conflict of interest as defined by Oregon law (ORS 244.020), prior to taking any action on the matter causing the conflict. No member shall vote upon any motion which requires declaration of an actual conflict of interest.

ARTICLE 12
By-Laws and Amendments

Section 1. By-laws: The Committee shall maintain written By-laws pursuant to OARS 732-040-035 that include, but are not limited to, name and purpose, committee membership criteria, appointment process, terms of office for the committee members, general procedures of the committee, member duties, meeting schedule, public noticing requirements and engagement processes, and the STIF Plan development process and general decision-making criteria.

Section 2. Review of By-laws: The Committee shall periodically review its By-laws and update them as required, but no less frequently than every three (3) years. Committee By-laws will be reviewed by the County Counsel and presented to the Commissioners for adoption. The Commissioners may also elect to review Committee By-laws at any time.

Section 3. Amendments: Committee By-laws may be amended by the Board of Commissioners upon its own motion. Prior to an amendment, the Board of Commissioners may request a recommendation from the Committee which may recommend changes at any regular meeting of the Committee by a two-thirds vote of the appointed and filled membership, provided that the recommended amendment has been submitted in writing to the Committee members no later than three days before the regular meeting.

Adopted this ___ day of __________, 2018.

Signed this ___ day of __________, 2018.
HOOD RIVER COUNTY BOARD OF DIRECTORS

_______________________________________

Leanne Hogie, Chair

Approved as to form:

_______________________________________

Leti Valle, Secretary  Patricia Fink, Executive Director
ITEMS FROM THE WORK SESSION
CONSENT ITEMS
Approve a budget adjustment to account for funds in the Capital Projects Master Fund 315 for the TollBridge Park Septic Project FY 18/19.

BACKGROUND/SUMMARY OF SUBJECT:
Late in FY17/18, a budget adjustment occurred to bring the Tollbridge Park septic project funding out of the General Fund and into the Capital Projects Master Fund 315 because it became apparent that the project was not going to be completed before year end. The adjustment was too late for the FY18/19 budget, therefore the adjustment needs to occur in this new 18/19 fiscal year.
The amount carried into the new year was $487,080.71, the current amount available is $486,155.71 as a few invoices have been paid.
The source of these funds was the interfund loan between the General Fund and the Timber Projects fund, with TRT funds providing the source for the payoff of the loan.

ATTACHMENTS:
Resolution 0

FISCAL IMPACT:
This budget adjustment recognizes carried over revenue and related expense.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

RECOMMENDATION OF THE DEPARTMENT:
Approve the budget adjustment as presented.

ADMINISTRATION RECOMMENDATION:
Approve a budget adjustment to account for funds in the Capital Projects Master Fund 315 for the TollBridge Park Septic Project FY 18/19.

FOLLOW UP:
ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
COPIES TO: B&F/P&B (signed resolution)
BEFORE THE BOARD OF COMMISSIONERS  
HOOD RIVER COUNTY, OREGON

IN THE MATTER OF A BUDGET  
ADJUSTMENT – FY18/19  
CAPITAL PROJECTS MASTER FUND 315  
RESOLUTION # ________

WHEREAS, the original 18/19 Capital Projects Master Fund 315 budget had not included the carryover of funding provided for the Tollbridge Park septic project;

WHEREAS, funding for the project was designed to be fully expended by June 30, 2018, but was delayed in construction with completion now set in FY18/19;

THEREFORE, BE IT RESOLVED that the following budget adjustment be made:

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ADOPTED THIS 17TH DAY OF SEPTEMBER, 2018

__________________________________________
CHAIR, RON RIVERS

__________________________________________
COMMISSIONER, KAREN JOPLIN

__________________________________________
COMMISSIONER, RICH MCBRIDE

__________________________________________
COMMISSIONER, ROBERT BENTON

__________________________________________
COMMISSIONER, LES PERKINS
# Hood River County Master Projects Fund 315
## Reconciliation of Funds

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<td>0</td>
<td>211,515</td>
</tr>
</tbody>
</table>
DATE: 9-6-2018       DEPARTMENT: Sheriff’s Office       NAME: Matt English
SUBJECT: Budget Adjustment FY 18/19, SAR 402-4810

BACKGROUND/SUMMARY OF SUBJECT:
The original budget for the Sheriff's Office County Program, Search and Rescue did not include the purchase of equipment needed for a much needed UAV Program, New Command Trailer and other equipment to outfit the program. The Sheriff's Office respectfully requests the transfer of $80,000 from SAR Contingency to Capital Outlay.

FISCAL IMPACT:
Move Funds from Contingency to Capital Outlay

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

RECOMMENDATION OF THE DEPARTMENT:
Approve Budget Adjustment as presented.

ADMINISTRATION RECOMMENDATION:
Approve a budget adjustment & Resolution to move $80,000 from SAR Contingency to the SAR fund FY 18/19.
BEFORE THE BOARD OF COMMISSIONERS  
HOOD RIVER COUNTY, OREGON  

IN THE MATTER OF A BUDGET   
ADJUSTMENT – SEARCH & RESCUE   
PROGRAM FUND 402    FY 18/19   
RESOLUTION # _______  

WHEREAS,  the original budget did not include the costs of adding new equipment assigned to the Search and Rescue Program  

WHEREAS,  the funding may be resolved by moving the $80,000 from contingency to capital outlay.  

THEREFORE, BE IT RESOLVED that the following budget adjustment be made:  

SHERIFF’S COUNTY PROGRAMS FUND 402  

<table>
<thead>
<tr>
<th></th>
<th>REVENUE</th>
<th>EXPENSE</th>
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<td>402 4810-421.95-10</td>
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<td>80,000</td>
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ADOPTED THIS ____ DAY OF ________, 2018  

_______________________________________  
CHAIR, RON RIVERS  

_______________________________________  
COMMISSIONER, KAREN JOPLIN  

_______________________________________  
COMMISSIONER, RICH MCBRIDE  

_______________________________________  
COMMISSIONER, ROBERT BENTON  

_______________________________________  
COMMISSIONER, LES PERKINS
Each year the Board of Property Tax Appeals (BOPTA) citizen and local governmental participants must be appointed. Rita Kelter is applying to be appointed for another year. We are seeking applications as well as the other citizen volunteer is not long eligible.

Currently Commissioner Benton serves on the BOPTA as the local government representative and is the Chair of the Committee.

Reappoint Rita Kelter to serve as one of the citizen members of the BOPTA and reappoint Commissioner Benton to serve as the Chair of the BOPTA.
VOLUNTEER APPLICATION

NAME: Rita Ketler

PHYSICAL ADDRESS: 1040 Multnomah Road, Hood River, OR 97031
MAILING ADDRESS: PO Box 1634, Hood River, OR 97031
HOME PH: 541.400.0449 WORK PH: 541.386.2330 E-MAIL bebekrita@hotmail.com

COMMISSIONER DISTRICT OF RESIDENCE: 

NAME OF EMPLOYER: Copper West Properties # OF YRS: 5
OCCUPATION: Managing Broker

LIST 3 PREVIOUS EMPLOYERS AND OCCUPATIONS:
- Prudential CA Realty (now knowns as Berkshire Hathaway) - Kate Adams. La Jolla, CA
- Coldwell Banker - Robbi Campbell. Del Mar, CA

EDUCATION

HIGH SCHOOL: Hood River Valley High School GRADUATED: Yes
OTHER EDUCATION: Principal Brokers license, OR. Managing Brokers license, WA.

COMMUNITY INVOLVEMENT

LIST GOVERNMENT COMMITTEES, COMMISSIONS OR BOARDS ON WHICH YOU HAVE SERVED:
1. Board of Property Tax Appeals. Hood River, OR
2. 2016-2018. RMLS Forms Committee. Portland, OR.

LIST CIVIC OR SERVICE ORGANIZATIONS ON WHICH YOU HAVE SERVED:
1. Community Ed. Youth Football Gorge League Committee. Parent Communications Coordinator

School Volunteer. I am also very active at my kids school. I have volunteered every Wednesday during the school-year since 2016

BRIEFLY DESCRIBE WHY YOU ARE INTERESTED IN THIS APPOINTMENT:
I have served on the BoPTA board for the last few years and I really enjoy it. I love giving back to my community and serving on such an important board. I have been in real estate, nearing 20 years and with my knowledge and experience, I am a great asset to the BoPTA board. Being appointed is a committee member is a honor.

---

PLANNING COMMISSIONER APPLICANTS ONLY:
ARE YOU FAMILIAR WITH HOOD RIVER COUNTY’S COMPREHENSIVE PLAN AND OREGON’S LAND USE LAWS?: Yes

RETURN APPLICATION TO: HOOD RIVER COUNTY, ADMINISTRATION OFFICE
601 STATE STREET, HOOD RIVER, OR 97031 (phone 386-3970)
DATE: 9/10/18  DEPARTMENT: Administration  NAME: Jeff Hecksel

SUBJECT: OLCC Liquor License

AUTHORITY: ORS: OAR: COUNTY ORD.

BACKGROUND/SUMMARY OF SUBJECT:
Peter Cushman Wines has made application to OLCC for a liquor license. Peter Cushman Wines will be housed in an existing winery and this application has been reviewed and "signed off" by our community development department. The proper County fees have been paid and the Sheriff's Office has reviewed the license application.

ATTACHMENTS: None  0

FISCAL IMPACT:

ACKNOWLEDGEMENT BY AFFECTED PARTIES:
COUNTY COUNSEL ☐  FINANCE ☐  OTHER AGENCIES ☐  ADMIN ☐
HR DEPT ☐  APPROPRIATE COUNTY COMMITTEE ☐  OTHER ☐

RECOMMENDATION OF THE DEPARTMENT:

ADMINISTRATION RECOMMENDATION:
Authorize Chair Rivers to sign off on the OLCC liquor license application for Peter Cushman Wines.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
COPIES TO:
LIQUOR LICENSE APPLICATION

LICENSE FEE: Do not include the license fee with the application (the license fee will be collected at a later time).

APPLICATION: Application is being made for:
- Brewery
- Brewery-Public House
- Distillery
- Full On-Premises, Commercial
- Full On-Premises, Caterer
- Full On-Premises, Passenger Carrier
- Full On-Premises, Other Public Location
- Full On-Premises, Nonprofit Private Club
- Full On-Premises, For-Profit Private Club
- Grower Sales Privilege
- Limited On-Premises
- Off-Premises
- Off-Premises with Fuel Pumps
- Warehouse
- Wholesale Malt Beverage & Wine (WMBW)
- Winery

CITY AND COUNTY USE ONLY

Date application received _______________________

Name of City or County _________________________

Recommends this license be ___ Granted ___ Denied

By ___________________________________________

Date _________________________________________

OLCC USE

Application received by _________________________

Date 8-3-18

License Action: n/10

1. LEGAL ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license:

Applicant #1 P. S. Cushman Industrics, LLC

Applicant #2

Applicant #3

Applicant #4

2. Trade Name of the Business (the name customers will see):

Peter Cushman Wines

3. Business Location: Number and Street 301 Country Club Rd

City Hood River County Hood River ZIP 97031

4. Is the business at this location currently licensed by the OLCC? Yes ☐ No ☒

5. Mailing Address [where the OLCC will send your mail]:

PO Box, Number, Street, Rural Route 1980 Pioneer Rd

City Hood River State OR ZIP 97031

6. Phone Number of the Business Location: 971-237-4119

7. Contact Person for this Application:

Name Peter Cushman Phone Number 971-237-4119

Mailing Address, City, State, ZIP 1980 Pioneer Rd

Email Peter.cushman@gmail.com

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is prohibited on the licensed premises.

Signature of Applicant #1

Signature of Applicant #2

Signature of Applicant #3

Signature of Applicant #4

RECEIVED

AUG 01, 2018

Initials: Oregon Liquor Control Commission
DATE: 9/10/18  DEPARTMENT: District Attorney  NAME: John Sewell

SUBJECT: Out of State Training - Deputy District Attorney, Tim Wong

Tim was accepted as a scholarship recipient for Advanced Digital Evidence for Prosecutors training in Birmingham Alabama. The training is for the week of September 24 – 28. All of his expenses are paid by the scholarship. This is a valuable training for our office as we are beginning to see more digital crimes in Hood River County.

ATTACHMENTS: None  0

FISCAL IMPACT:

ACKNOWLEDGEMENT BY AFFECTED PARTIES:
COUNTY COUNSEL ☐  FINANCE ☐  OTHER AGENCIES ☐  ADMIN ☐
HR DEPT ☐  APPROPRIATE COUNTY COMMITTEE ☐  OTHER ☐

RECOMMENDATION OF THE DEPARTMENT:
Approve the out of state travel.

ADMINISTRATION RECOMMENDATION:
Confirm e-mail poll approval of out of state travel for Deputy District Attorney Tim Wong to attend the Advanced Digital Evidence for Prosecutors training in Birmingham Alabama September 24 – 28, 2018.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
COPIES TO:
DATE: 08/30/18 DEPARTMENT: Public Works NAME: Mikel Diwan

SUBJECT: Out of state travel request

FISCAL IMPACT:
Sufficient funding for trainings, meetings and conferences have been allocated in the Public Works budget to pay for meals and incidental travel costs.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:
COUNTY COUNSEL ☐ FINANCE ☐ OTHER AGENCIES ☐ ADMIN ☑
HR DEPT ☐ APPROPRIATE COUNTY COMMITTEE ☐ OTHER ☐

RECOMMENDATION OF THE DEPARTMENT:
Approve out of state travel for David Larch and William Wheat to tour the Pape/Lee Boy Factory manufacturing facility in Lincolnton, N.C. from October 15-18.

ADMINISTRATION RECOMMENDATION:
Approve out of state travel for David Larch and William Wheat to tour the Pape/Lee Boy Factory manufacturing facility in North Carolina October 15-18, 2018.

FOLLOW UP:
ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
COPIES TO: PW
DATE: 09/06/18 DEPARTMENT: Public Works NAME: Mikel Diwan

SUBJECT: Relinquishment of a portion of Sunday Drive to HRC

AUTHORITY: ORS: ___________________________ OAR: ___________________________
COUNTY ORD.: ___________________________

BACKGROUND/SUMMARY OF SUBJECT:
In June 2018 the Board Chairman signed a tentative acceptance for a portion of the ROW along Sunday Drive that ODOT requests to relinquish to the County. The acceptance included Public Works' recommendation that no restrictions be placed on the ROW for it to be accepted. ODOT has submitted the appropriate documents and requests the County formally accept the subject portion of ROW. The document does include a restriction for the conveyance "ONLY SO LONG AS USED FOR PUBLIC ROAD PURPOSES..." In accordance with the verbiage, if the ROW is not used for road purposes it shall automatically revert back to the State. The verbiage is commonplace with ROW acquisitions as compensation is usually involved and by statute the usage must continue in perpetuity. Public Works has no objections to the acceptance and has reviewed the site for additional maintenance concerns. None were observed.

ATTACHMENTS: Other 1

FISCAL IMPACT:
There are no foreseeable costs expected by accepting the ROW other than recording fees.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:
COUNTY COUNSEL ☐ FINANCE ☐ OTHER AGENCIES ☐ ADMIN ☑
HR DEPT ☐ APPROPRIATE COUNTY COMMITTEE ☐ OTHER ☐

RECOMMENDATION OF THE DEPARTMENT:
Approve and sign the Relinquishment Deed as submitted, identified as Relinquishment No. 42291A, thereby accepting conveyance from ODOT a portion of ROW along Sunday Drive.

ADMINISTRATION RECOMMENDATION:
Approve and sign the Relinquishment Deed No. 42291A as presented to accept conveyance from ODOT a portion of ROW along Sunday Drive.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
COPIES TO: Originals to Public Works to be recorded and returned to ODOT
Hi Mikel-

The form of Relinquishment Deed from ODOT is acceptable as to form, but you may want to run this up the flagpole again since they included the reversionary clause. I think the BOC had accepted your recommendation in May when they authorized acceptance of the right away, to include the stipulation that there would not be any restrictions in the deed.

I don’t recall, but this may be a statutory requirement for ODOT (to include the reversionary interest for public road use). If so, it may not be negotiable.

Best regards,

Lisa Knight Davies
Davies Dunn, LLP
430 Industrial-PO Box 417
Hood River, Oregon 97031
Telephone: (541) 386-2221
Fax: (541) 386-1381
Email: lkdavies@gorgelaw.com

CONFIDENTIAL: The information contained in this electronic communication is privileged and/or confidential. The information is for the sole use of the intended addressee. If the reader of this communication is not the intended addressee, you are hereby notified that any dissemination, distribution and/or copying of this communication or the information contained in this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone at 541-386-2221 and thereafter, immediately destroy this electronic communication. I thank you in advance for your professional courtesies in this matter.

TAX ADVICE DISCLAIMER: Pursuant to federal law, you are advised that any federal tax advice contained in this communication (including attachments) was not intended or written to be used, and it cannot be used, by you for the purpose of (1) avoiding any penalty that may be imposed by the Internal Revenue Service or (2) promoting, marketing or recommending to another party any transaction or matter addressed herein.

ACCEPTANCE OF SERVICE: I do not accept service of legal documents by email unless I have specifically agreed in writing to accept service by that method in advance.
Relinquishment No. 42291A
Parkdale-Fikes Corner Section
Mt. Hood Highway
Hood River County, Oregon

Relinquishment Deed

STATE OF OREGON, by and through its Department of Transportation, hereinafter called "State", does hereby relinquish unto HOOD RIVER COUNTY, a political subdivision of the State of Oregon, by and through its Elected Officials, hereinafter called "County", all of State's right, title and interest in the connecting streets or portions thereof as described in the legal description and accompanying map, marked Exhibit "A" and Exhibit "B", attached hereto and by this reference made a part hereof. Any right-of-way being conveyed in which State has any title shall be vested in County ONLY SO LONG AS USED FOR PUBLIC ROAD PURPOSES. IF SAID RIGHT OF WAY IS NO LONGER USED FOR PUBLIC ROAD PURPOSES, IT SHALL AUTOMATICALLY REVERT TO STATE.

AS SHOWN ON THE ATTACHED EXHIBIT MAP, HEREIN AND MADE A PART OF THIS DOCUMENT AS SET FORTH ABOVE, THAT IN THE EVENT OF A CONFLICT OR DISCREPANCY BETWEEN THE EXHIBIT MAP AS SHOWN AND THE WRITTEN LEGAL DESCRIPTION EXHIBIT "A", THE WRITTEN LEGAL DESCRIPTION EXHIBIT "A" SHALL PREVAIL.

The property above described is transferred subject to the rights of any utilities located within said property and further subject to the rights of the owners of said existing facilities if any there be, to operate, reconstruct, and maintain their utility facilities presently located within said property.

AFTER RECORDING RETURN TO & TAX STATEMENTS TO:
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
4040 FAIRVIEW INDUSTRIAL DRIVE SE MS#2
SALEM OR 97302-1142

7/3/18
Page 1 - Relinquishment
The Oregon Transportation Commission, by a duly adopted Delegation Order OTC – 01; Delegation Order No. DIR-03, Paragraph No. A-21; Delegation Order No. HWY 04, Paragraph No. A-8; and Delegation Order No. TSB 04, Paragraph No. A-6, all dated December 1, 2010, authorize the State Right of Way Manager to sign this Relinquishment Deed for and on behalf of the Commission.

Dated this [insert date] day of [insert month], 20[insert year].

STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION

By [Signature]
Scott C. Claus, State Right of Way Manager

STATE OF OREGON, County of Marion

Dated [insert date], 20[insert year]. Personally appeared Scott C. Claus, who stated that he is the State Right of Way Manager for the State of Oregon, Department of Transportation, and that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to him. Before me:

[Signature]
Dale R. Shafer, Notary Public for Oregon
My Commission expires 10/12/19

Title as hereinabove relinquished and as shown on accompanying legal description and map, Exhibit “A” and Exhibit “B”, is hereby accepted by Hood River County.

Accepted on behalf of the Hood River County

By [Signature]

Title: [insert title]

Date [insert date]

7/3/18
Page 2 - Relinquishment
Relinquish To Hood River County

A parcel of land lying in NW1/4, SW1/4 of Section 25, Township 2 North, Range 10 East, WM., Hood River County, Oregon said parcel being all of that property designated as Parcel 2 and Parcel 3 and acquired by the State of Oregon, by and through its State Highway Commission in that Bargain and Sale Deed, recorded November 25, 1970 as Microfilm No. 701582, Hood River County Record of Deeds;

AND ALSO all of that property acquired by the State of Oregon, by and through its State Highway Commission in that Indenture and Deed dated March 9, 1972, and recorded April 18, 1972 as Microfilm No. 720639, Hood River County Record of Deeds;

This parcel of land contains 1.29 acres, more or less.
April 17, 2018

Hood River County
Attn: Don Wiley
918 18th Street
Hood River, OR 97031

Tentative Relinquishment

Region 1 of the Oregon Department of Transportation proposes to relinquish a portion of right of way purchased for the construction of the US26: @ Sunday Rd project in Hood River County, to Hood River County. The areas to be relinquished are shown on the attached Exhibit A.

We are requesting that your office indicate below if Hood River County is willing to accept said right of way for county right of way use.

☑ Will accept  _ Will Not ACCEPT

REMARKS: ____________________________________________________________

Hood River County agrees to the above stated relinquishment subject to no reverter or first-right of refusal clause or other restriction(s) in any of the preliminary or final legal document(s).

______________________________________

By ____________________________

Date ____________________________

NOTE: Please email completed form to David.Mendelson@odot.state.or.us, or mail to Region 1 Right of Way Office at:

Attn: David Mendelson
123 NW Flanders St.
Portland, OR. 97209
DATE: 8-22-2018       DEPARTMENT: Public Works       NAME: Mikel Diwan

SUBJECT: Surplus Property

AUTHORITY: ORS: ___________________________ OAR: ___________________________
COUNTY ORD.: ___________________________

BACKGROUND/SUMMARY OF SUBJECT:
Public Works request the following items to be declared surplus and approved to be sold at auction or to another agency if it can be used. These items have exceeded their useful life for the road department with few repairs. Estimated value to be between $500 to $1000.

1. (24) vehicle tires. General Fund.

2. 2003 Silver Shield surveyor pickup bed cover for short bed truck. Public Works.

ATTACHMENTS: None 0

FISCAL IMPACT:

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL [ ] FINANCE [ ] OTHER AGENCIES [ ] ADMIN [ ]
HR DEPT [ ] APPROPRIATE COUNTY COMMITTEE [ ] OTHER [ ]

RECOMMENDATION OF THE DEPARTMENT:
Declare the equipment surplus and approve to be sold at auction or to another agency.

ADMINISTRATION RECOMMENDATION:
Declare (24) vehicle tires and a 2003 Silver Shield pickup bed cover as surplus, authorizing them to be disposed of as allowed in the County Administrative Code.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
COPIES TO: PW
DATE: 8-23-18 DEPARTMENT: Sheriff's Office NAME: Brian Rockett

SUBJECT: Request to Surplus property FY 18/19

AUTHORITY: ORS: OAR: COUNTY ORD:

BACKGROUND/SUMMARY OF SUBJECT:
Surplus 2013 Chevy Tahoe 2WD VIN#1GNLC2E08DR264147

Vehicle (E259421) was used as a patrol vehicle and has reached its effective life and is non operational.

ATTACHMENTS: None 0

FISCAL IMPACT:
None

ACKNOWLEDGEMENT BY AFFECTED PARTIES:
COUNTY COUNSEL ☐ FINANCE ☐ OTHER AGENCIES ☐ ADMIN ☐
HR DEPT ☐ APPROPRIATE COUNTY COMMITTEE ☐ OTHER ☐

RECOMMENDATION OF THE DEPARTMENT:
Surplus as noted above

ADMINISTRATION RECOMMENDATION:
Declare the 2013 Chevy Tahoe 2WD VIN#1GNLC2E08DR264147 as surplus and authorize it to be disposed of as allowed per the Administrative Code.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
COPIES TO:
DATE: Sept 7, 2018 DEPARTMENT: Forestry NAME: Doug Thiesies

SUBJECT: Approval of Timber Sale Results of September 13, 2018

AUTHORITY: ORS: 275.340 OAR: COUNTY ORD.: 

BACKGROUND/SUMMARY OF SUBJECT:
Hood River County Forestry Department held a sealed bid Timber Sale on September 13th, 2018 with the following results:

Leon T.S. #19-5 volumes: DF 1845 MBF @ 000.00/MBF; PP 164 MBF @ 000.00/MBF; WF & Others 231 MBF @ 000.00/MBF to Top Bidder, Inc.


ACKNOWLEDGEMENT BY AFFECTED PARTIES:

ACCOUNTING: ✔

RECOMMENDATION OF THE DEPARTMENT:

Approve the sale of Leon T.S. #19-5 to the high bidder: Boise Cascade Wood Products, LLC - La Grande

ADMINISTRATION RECOMMENDATION:

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A

COPIES TO:
TIMBER SALE SUMMARY

The results of the Hood River County Forestry Department sealed bid timber sale on September 13, 2018 are as follows:

**Leon T. S. #19-5**
Expires 12/31/2019

<table>
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<tr>
<th>Bidder</th>
<th>Douglas-fir 1845 MBF</th>
<th>Ponderosa Pine 164 MBF</th>
<th>White Fir &amp; Others 231 MBF</th>
<th>Total 2,240 MBF</th>
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<tbody>
<tr>
<td>MINIMUM</td>
<td>$401.00</td>
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<td>Murphy Company - Elma</td>
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<td>Columbia Vista Corp</td>
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<td><strong>Boise Cascade Wood Products, LLC-LaGrande</strong></td>
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<td><strong>$211.00</strong></td>
<td><strong>$285.00</strong></td>
<td><strong>$1,240,778.15</strong></td>
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</table>

Bold = High Bidders
HOOD RIVER COUNTY
TIMBER SALE VICINITY MAP
SEALED BID SALE
Sale Date: Thursday, September 13, 2018
County: Hood River, Oregon

Prepared By: Hood River County Forestry Dept.

Disclaimer: This map is intended for general reference only. Hood River County makes every effort to ensure that the data used to produce this map is a true representation. However, the County makes no warranty, expressed or implied, regarding the accuracy or completeness of any information disclosed. The County accepts no liability for any damage or injury caused by the use of this map.

PROPRIETARY INFORMATION: Any resale of this information is prohibited, except in accordance with a licensing agreement.
Approve turning unclaimed property in the amount of $1,482.00 as detailed over to the Oregon Department of State Lands.

Background/Summary of Subject:
Per Oregon unclaimed property ORS 98.336, checks/warrants that remain uncashed/outstanding for the three year period prior to the end of a fiscal year are to be turned over to the State via the unclaimed property system administered by the Department of State Lands.
Several attempts have been made by the County to contact the rightful owners with no result - see attached Justice Court listing, no County general checking checks for this fiscal year. The total of $1,482.00 will be turned over to the State. If the parties who did not respond wish to claim their funds in the future, they will be required to submit a claim through the State system.

Fiscal Impact:
No budget impact - the outstanding checks have been voided and are ready for turnover to the State via Fund 618.

Recommendation of the Department:
Approve the total amount of unclaimed property $1,482.00 as detailed, allowing Budget & Finance to process the turnover to the State DSL.

Administration Recommendation:
Approve turning unclaimed property in the amount of $1,482.00 as detailed over to the Oregon Department of State Lands.

Follow Up:
ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
COPIES TO: B&F
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<th>CK #</th>
<th>DATE</th>
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<td>Gutierrez, Anthony Jr.</td>
<td>13002 Dronfield, Sylmar, CA 91342</td>
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<td>15797</td>
<td>2/19/2014</td>
<td>Wesle, Tyler</td>
<td>9800 French Crk Rd, Etna, CA 95027</td>
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<td>15814</td>
<td>3/23/2014</td>
<td>Gonzales, Benamin</td>
<td>3614 N Missouri Ave, Portland, OR 97227</td>
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<td>15823</td>
<td>4/1/2014</td>
<td>Carlos, V Transport</td>
<td>12101 Modoc Pl, Chino, CA 91710</td>
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<td>15826</td>
<td>4/3/2014</td>
<td>Onishchenko, Anatolly</td>
<td>5915 Olive Ave SE, Auburn, WA 98002</td>
<td>5.00</td>
</tr>
<tr>
<td>15834</td>
<td>4/23/2014</td>
<td>Neal, Tyler</td>
<td>82883 US Hwy 197, Dufur, OR 97021</td>
<td>40.00</td>
</tr>
<tr>
<td>15836</td>
<td>4/24/2014</td>
<td>King, Shana</td>
<td>835 Church St, Woodburn, OR 97071</td>
<td>100.00</td>
</tr>
<tr>
<td>15853</td>
<td>5/28/2014</td>
<td>McDow, Stephen</td>
<td>34719 NW Pacific Hwy, La Center, WA 98629</td>
<td>55.00</td>
</tr>
<tr>
<td>15860</td>
<td>6/9/2014</td>
<td>5 Expedited Inc</td>
<td>27 Sanggrass Dr, Lemont, IL 60439</td>
<td>90.00</td>
</tr>
<tr>
<td>15870</td>
<td>7/7/2014</td>
<td>Covenant Ranch Trucking</td>
<td>10630 SW Hwy K4, Topeka, KS 66614</td>
<td>55.00</td>
</tr>
<tr>
<td>15924</td>
<td>11/13/2014</td>
<td>A &amp; A Car Carriers</td>
<td>436 W Colorado St #210, Glendale, CA 91204</td>
<td>10.00</td>
</tr>
<tr>
<td>15925</td>
<td>11/3/2014</td>
<td>Crispin Ponce, Sergio</td>
<td>PO Box 691, Toppenish, WA 98946</td>
<td>20.00</td>
</tr>
<tr>
<td>15943</td>
<td>11/25/2014</td>
<td>Action Pallets</td>
<td>PO Box 800, Turner, OR 97392</td>
<td>180.00</td>
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<tr>
<td>15945</td>
<td>11/25/2014</td>
<td>GTLC Trucking LLC</td>
<td>594 63rd Ave NE, Salem, OR 97317</td>
<td>50.00</td>
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<td>15949</td>
<td>12/8/2014</td>
<td>Cruise Logistics Management</td>
<td>PO Box 321, Burlington, WA 98233</td>
<td>40.00</td>
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<tr>
<td>15997</td>
<td>3/2/2015</td>
<td>Nazar, Pshchishevskiy</td>
<td>33 Lincoln Pl, Brooklyn, NY 10040</td>
<td>100.00</td>
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<tr>
<td>16010</td>
<td>4/8/2015</td>
<td>Kohinoor Logistics Inc</td>
<td>34500 Fremont Blvd #85, Fremont, CA 94555</td>
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<tr>
<td>16022</td>
<td>4/28/2015</td>
<td>Dougle G/Garza, Claudio</td>
<td>1679 W Gilles Rd, Othello, WA 99344</td>
<td>5.00</td>
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<tr>
<td>16030</td>
<td>5/18/2015</td>
<td>Sanchez Perez, Pedro</td>
<td>412 11th St, Sunnyvale, WA 98944</td>
<td>10.00</td>
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<tr>
<td>16032</td>
<td>5/18/2015</td>
<td>BH Transportation</td>
<td>144 Cedarwood Ln, Madison, TN 37115</td>
<td>200.00</td>
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<td>16042</td>
<td>6/8/2015</td>
<td>Brito Bastidas, Alfredo</td>
<td>16709 SW Shelby Ct, Beaverton, OR 97007</td>
<td>8.00</td>
</tr>
</tbody>
</table>

**HOOD RIVER COUNTY JUSTICE COURT CHECKING**

1,482.00

**TOTAL HOOD RIVER COUNTY ALL ACCOUNTS** $1,482.00
NEW BUSINESS
DATE: 9/7/2018       DEPARTMENT: Parks       NAME: Jeff Hecksel

SUBJECT: Budget Adjustment for Parks

AUTHORITY: ORS: OAR: COUNTY ORD.

BACKGROUND/SUMMARY OF SUBJECT:
The Friends of Oak Grove Park have made a proposal to fund raise the needed $4,255 to keep the park open from January 1, 2019 to June 30, 2019. Attached is an email from the Oak Grove Park Committee containing their proposal.

The Board of Commissioners indicated a willingness to entertain a proposal from the Friends of Oak Grove Park when the Friends last appeared before the Board.

ATTACHMENTS: None  0

FISCAL IMPACT:
Staff time to administer the contract.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:
COUNTY COUNSEL  [ ] FINANCE  [✓] OTHER AGENCIES  [ ] ADMIN  [✓]
HR DEPT  [ ] APPROPRIATE COUNTY COMMITTEE  [ ] OTHER  [ ]

RECOMMENDATION OF THE DEPARTMENT:

ADMINISTRATION RECOMMENDATION:
Accept the donation of $4,255 from the Friends of Oak Grove Park Committee to maintain Oak Grove Park from January 1, 2019 - June 30, 2019, approve the related budget adjustment as presented.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
COPIES TO:
BEFORE THE BOARD OF COMMISSIONERS
HOOD RIVER COUNTY, OREGON

IN THE MATTER OF A BUDGET
ADJUSTMENT – PARKS & BUILDING
GENERAL FUND 101 – DEPT 36 FY 18/19

RESOLUTION # ______

WHEREAS, The Parks budget was reduced and maintenance of 3 parks and the cemetery were cut from the 2018/19 Budget including Oak Grove Park; and

WHEREAS, Friends of the Oak Grove Park have and will fund raise and make a donation to the County by December 15, 2018 to keep Oak Grove Park open from January 1, 2019 to June 30, 2019.

THEREFORE, BE IT RESOLVED that the following budget adjustment be made:

GENERAL FUND 101
PARKS & BUILDINGS DEPT 36
PARKS DIVISION 01

<table>
<thead>
<tr>
<th></th>
<th>REVENUE</th>
<th></th>
<th>EXPENSE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DEBT/DECREASE</td>
<td>CREDIT/INCREASE</td>
<td>DEBT/INCREASE</td>
</tr>
<tr>
<td>101-36-01-365-10-01</td>
<td>DONATIONS/CONTRIBUTIONS</td>
<td>$4,255</td>
<td></td>
</tr>
<tr>
<td>101-36-01-452-40-18</td>
<td>CONTRACT SVC/PROFESSIONAL</td>
<td></td>
<td>$4,255</td>
</tr>
</tbody>
</table>

ADOPTED THIS ____ DAY OF __________, 2018

HOOD RIVER COUNTY BOARD OF COMMISSIONERS

_______________________________________
CHAIR, RON RIVERS

_______________________________________
COMMISSIONER, KAREN JOPLIN

_______________________________________
COMMISSIONER, RICH MCBRIDE

_______________________________________
COMMISSIONER, ROBERT BENTON

_______________________________________
COMMISSIONER, LES PERKINS
Greetings!

We, The Friends of Oak Grove Park committee, would like to offer the following proposal to offset maintenance costs for Oak Grove Park effective January 1-June 30, 2019.

The committee will donate the amount of $4,255 as suggested by Jeff Hecksel and Mikel Diwan. We are actively fundraising and can ensure that amount will be sent to you on or by December 15, 2018. We appreciate your enthusiasm and support for and working with our committee.

We appreciate and support your hard work towards resolving the current budget crunch. Please let us know if this proposal is acceptable to you.

Thank you for all that you do!
Sincerely,

Cathi Lannon, Secretary,
Friends of Oak Grove Park.
Budget Adjustment for Veterans Service Office

See Attached.

$31,276. or approximately $25,000.

Given the information available, and the County’s financial position, it is recommended the County cease operations of the Veterans Service office unless/until additional revenue is approved to provide this service. Based on the above recommendation, it is recommended the Board take no action on the Resolution and direct staff (by motion) to close down the Veterans Service office as soon as practical.
BACKGROUND

On August 22, 2018 the County filed its application for Oregon Department of Veterans Funding (ODVA). The request for 2018/19 was $80,833. The request was based on the allocation provided by the State. On the same day, August 22, 2018, the State responded to the application and indicated the request for funding was unacceptable. The rejection was based on the County’s 2017/18 contribution of $31,276 being eliminated from the 2018/19 budget. The State offered an extension to refile, and the County asked to have an extension to refile by October 1, 2018. Until and/or unless the County receives State funding, all expenses paid to date rest with the County. Attached to the submittal to the State was the County’s financial report. The State’s rejection is based on a statutory requirement that State ODVA funds cannot be used to supplant money appropriated by a county governing body for county veteran service officers. To date the County has spent $16,148.

ALTERNATIVES

Based on the limitations placed on the State Veterans Service Office, there is no flexibility. The only way the State can allow for a reduction of the County’s contribution is if the County reduced all departments by the same amount as the Veterans Service Office was reduced. By their calculation that would mean all other departments in the County’s General Fund would need to be reduced by 25%. While the County made reductions in the 2018/19 budget, 25% across the Board reductions were not done.

Given the above, the County can restore the $31,276 and leverage the State’s contribution for continuation of the program, or the County can cease operation of the program.

If the Board wishes to continue the Veterans Service Program without cutting services in other areas, the easiest option is to reduce the County contingency by $31,276. The Board could choose to cut services in another department. Attached is the choices list from the 2018/19 budget. Continuing the provision of Veterans Services will provide a valuable service to that segment of Hood River County’s population. It is possible for the County to get voter approval for additional revenue to help fund this program, but a positive outcome is not certain.

Below are some statistics and information provided by the State.

“Some stats for you, re the Hood River Veteran Services Office:

- Current cases pending: 566 claims (they will need to find other representation if the office closes)
- Current veterans represented under our POA: 1,191 (see not above)

**Representation by Hood River VSO**
- Claims filed for veterans in FY 2017: 182
- Claims filed for veterans in FY 2018: 141

**Results of claims filed**
- Financial Recoveries to Hood River veterans in FY 2017: $418,517 (federal funds going directly into Hood River pockets, and subsequently in Hood River businesses)
- Financial Recoveries to Hood River veterans in FY 2018: $580,882 (see note above)
These statistics only cover compensation and pension. There are also educational benefits ($475,000 to Hood River veterans in FY2017 alone). In FY 2017 (most recent year with statistics), 307 Hood River veterans receive either compensation or pension, benefits received through filing a claim. This represents 18% of your veteran population. You have an untapped 82% who could possibly qualify for federal benefits, and statistics show veterans are more successful in pursuit of a claim if they work through an accredited VSO than filing alone.

The numbers from the State show a benefit to Veterans in Hood River County.

The County is currently deficit spending and using cash to operate. Funding the Veterans Service operation accelerates the County towards a point where very significant reductions will need to be made. The contingency is a significant source of the County’s beginning fund balance for the following year and its use could negatively affect the County’s ability to provide services next year. Also, if the program is funded, it is likely elimination of the program will be revisited in the 2019/20 budget. Almost all of the services provided by the County are State mandated. Veterans services are not mandated by the State. While the County is considering placement of a measure on the ballot, nothing has been approved by the voters to prevent the County from having to make significant reductions in County services.

Ceasing operation of the program will require the County to continue the program for an additional 30 days and then layoff an employee. Current clients would need to be notified of the closure and pending cases would need to be picked up by the State or another County Veterans office. It is estimated the County will have incurred $22,000 to $23,000 by the time service is discontinued. Should the County cease and restart the program the County is eligible to reapply for State funds. Because of States funding cycle, it would be best to synchronize the County’s request with the start of the States biennial budget. Based on a conversation with the State, the County’s match requirement would be negotiable.

RECOMMENDATION

The County is faced with a very unfortunate situation. Veterans who have given for their Country are appreciated for their contribution to preserving the freedoms Americans enjoy. The reaction to the ceasing of Veterans services is abhorrent. While it is important to recognize this part of issue facing the County, it is also important to weigh the effect of unsustainable spending. The impact of unsustainable spending will have a negative impact on all the residents of Hood River County including veterans. Veterans will continue to have services available to them should the County cease operations of the Veterans Service Office, but Veterans choosing to use the Hood River office will now have to travel elsewhere or file their claims themselves.

From a financial perspective, the County needs to cut services and/or obtain more revenue. Obtaining new revenue is not certain at this time, so it seems the County must cut expenses until new revenue is obtained. Given the information available, and the County’s financial position, it is recommended the County cease operations of the Veterans Service Office unless/until additional revenue is approved to provide this service. Based on the above recommendation, it is recommended the Board take no action on the Resolution and direct staff to close down the Veterans Service office as soon as practical.
<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>ITEM</th>
<th>FULL YEAR EST</th>
<th>OPTION VALUE</th>
<th>TTL VALUE W/O NEW REVENUE</th>
<th>18/19 BUDGET ACT. REDUCED</th>
<th>MODIFIED 18/19 PROPOSAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADMINISTRATION</td>
<td>PS: staffing reduction (1 FTE)</td>
<td>(84,740)</td>
<td>(84,740)</td>
<td>(43,650)</td>
<td>-</td>
<td>-</td>
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<tr>
<td></td>
<td>Eliminate 1 FTE position</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PS: BOC insurance stipend</td>
<td>(39,310)</td>
<td>(39,310)</td>
<td>(39,310)</td>
<td>(39,310)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Insurance benefit reimbursement</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>M&amp;S: BOC expenses</td>
<td>(2,000)</td>
<td></td>
<td></td>
<td>(2,000)</td>
<td></td>
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<tr>
<td></td>
<td>Reduction of funds available for BOC costs</td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td>Administrator/Dept Head consolidation</td>
<td>(140,000)</td>
<td>(140,000)</td>
<td>(40,560)</td>
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<td></td>
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<tr>
<td></td>
<td>County Administrator to part-time</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>CENTRAL SERVICES</td>
<td>M&amp;S: Bail Janke lobby contract</td>
<td>(18,000)</td>
<td>(18,000)</td>
<td>(18,000)</td>
<td>(18,000)</td>
<td></td>
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<tr>
<td></td>
<td>Shared cost of federal lobbyist</td>
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<tr>
<td>HUMAN RESOURCES</td>
<td>PS: HR Director part-time</td>
<td>(60,000)</td>
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<td></td>
<td>-</td>
<td>-</td>
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<tr>
<td></td>
<td>Reduce full-time position to .5 FTE</td>
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<tr>
<td>BUDGET &amp; FINANCE</td>
<td>PS: staffing reduction (1 FTE)</td>
<td>(65,000)</td>
<td></td>
<td></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Eliminate 1 FTE position</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>M&amp;S: computer equipment</td>
<td>(2,000)</td>
<td>(2,000)</td>
<td>(2,000)</td>
<td>(2,000)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Equipment to support new software</td>
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<td></td>
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<tr>
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<td>Capital: software implementation</td>
<td>(10,000)</td>
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</tr>
<tr>
<td></td>
<td>Final leg of software conversion - training</td>
<td></td>
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<td>B&amp;F NON-DEPARTMENTAL</td>
<td>Other: Extension service - total program</td>
<td>(163,000)</td>
<td>(163,000)</td>
<td>(82,500)</td>
<td>(8,150)</td>
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<td>OSU extension service program elimination</td>
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<tr>
<td>COMMUNITY DEVELOPMENT</td>
<td>Code Enforcement - total program</td>
<td>(76,960)</td>
<td>(76,960)</td>
<td>(36,220)</td>
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<td></td>
<td>Elimination of Code Enforcement incl 1 FTE position</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>GIS (net) - total program</td>
<td>(46,330)</td>
<td>(46,330)</td>
<td>(22,510)</td>
<td>(54,000)</td>
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</tr>
<tr>
<td></td>
<td>Elimination of GIS program</td>
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<tr>
<td>DISTRICT ATTORNEY</td>
<td>PS: staff reduction (1/4FTE)</td>
<td>(133,213)</td>
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</tr>
<tr>
<td></td>
<td>Eliminate 1 FTE position</td>
<td></td>
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<tr>
<td>FORESTRY</td>
<td>Trails program elimination result</td>
<td></td>
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<td>PS: staffing reduction (net 1 FTE)</td>
<td>(77,000)</td>
<td>(77,000)</td>
<td>(39,940)</td>
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<td>Elimination of Forest Trails program</td>
<td></td>
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<tr>
<td></td>
<td>Capital: 1 vehicle</td>
<td>(17,000)</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Half of new truck cost - balance in reserve</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Kingsley park - activity suspension</td>
<td>net zero</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Reduce contribution to Emergency Fund</td>
<td>(35,000)</td>
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<td></td>
<td>(35,000)</td>
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<tr>
<td></td>
<td>Development of new Kingsley park delayed</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>HEALTH</td>
<td>PS: staffing reduction (1 FTE) and reallocations</td>
<td>(100,000)</td>
<td>(100,000)</td>
<td>(54,010)</td>
<td>(36,833)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Eliminate 1 FTE position plus use of special revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JUVENILE</td>
<td>PS: staffing reduction (1/4FTE)</td>
<td>(56,470)</td>
<td>(56,470)</td>
<td>(21,060)</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Eliminate one .5FTE position</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Department Head consolidation EST</td>
<td>(117,000)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Juvenile/Corrections consolidation - eliminate 1FTE</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>NORCOR Juvenile closure</td>
<td>???</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>End result yet to be determined</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>PARKS &amp; BUILDING</td>
<td>M&amp;S: Museum contract</td>
<td>(60,000)</td>
<td>(60,000)</td>
<td>(30,000)</td>
<td>(3,000)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contract with Heritage Council for Museum operations</td>
<td>(22,850)</td>
<td>(22,850)</td>
<td>(11,430)</td>
<td>(11,430)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>M&amp;S: close three parks/cemetery</td>
<td>(22,850)</td>
<td>(22,850)</td>
<td>(11,430)</td>
<td>(11,430)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>No maintenance Oak Grove, Panorama, Raithton</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Capital: 1 vehicle</td>
<td>(33,000)</td>
<td>(33,000)</td>
<td>(33,000)</td>
<td>(33,000)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 mowers</td>
<td>(30,000)</td>
<td>(30,000)</td>
<td>(30,000)</td>
<td>(30,000)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Replace capital equipment for parks support</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RECORDS &amp; ASSESSMENTS</td>
<td>PS: staffing reduction (net 1 FTE)</td>
<td>(34,100)</td>
<td>(34,100)</td>
<td>(34,100)</td>
<td>(34,100)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Eliminate 1 FTE position</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>M&amp;S: lobby chairs</td>
<td>(1,050)</td>
<td>(1,050)</td>
<td>(1,050)</td>
<td>(1,050)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Replace chairs in R&amp;A public area</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>SHERIFF</td>
<td>PS: staffing reduction (1 FTE)</td>
<td>(245,845)</td>
<td>(245,845)</td>
<td>(75,160)</td>
<td>(75,160)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Eliminate 3 FTE deputy positions (PROPOSED 2FTE)</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PS: overtime reduction (w/fringe est)</td>
<td>(13,000)</td>
<td>(13,000)</td>
<td></td>
<td>(13,000)</td>
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<tr>
<td></td>
<td>Reduce funds for overtime work coverage</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>M&amp;S: investigation cost reduction</td>
<td>(10,000)</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Reduce funds for investigation costs</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>M&amp;S: additional costs</td>
<td>(75,800)</td>
<td>(33,000)</td>
<td>(33,000)</td>
<td>(33,000)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Reduce M&amp;S for various costs related to 4FTE new deputies</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Capital: 4 patrol vehicles for new deputies</td>
<td>(254,000)</td>
<td>(254,000)</td>
<td>(254,000)</td>
<td>(254,000)</td>
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<tr>
<td></td>
<td>Reduce Capital for vehicle costs related to 4FTE new deputies</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>2 regular replacement rotation patrol vehicles</td>
<td>(127,000)</td>
<td></td>
<td></td>
<td>(63,500)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Replacement of two current service patrol vehicles</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(63,500)</td>
</tr>
<tr>
<td></td>
<td>1 Animal Control vehicle</td>
<td>(58,700)</td>
<td></td>
<td></td>
<td>(58,700)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Replacement of current Animal Control vehicle</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(58,700)</td>
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<tr>
<td></td>
<td>Datacard printer</td>
<td>(10,000)</td>
<td></td>
<td></td>
<td>(10,000)</td>
<td></td>
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<tr>
<td></td>
<td>Replace current ID card printing unit</td>
<td></td>
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<tr>
<td>OVERALL</td>
<td>PS: 2.1% COLA value</td>
<td>(332,500)</td>
<td></td>
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<tr>
<td></td>
<td>General Fund Share of 2.1% cost of living adjustment</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td>PS: PERS 6% &quot;pick up&quot; employee share</td>
<td>(347,190)</td>
<td></td>
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<tr>
<td></td>
<td>General Fund share of HRC paid 6% employee PERS cost</td>
<td></td>
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<tr>
<td></td>
<td>PS: reduce 4 hours of office time</td>
<td>(329,710)</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>General Fund share of office operation hours reduction</td>
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<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td>(3,007,768)</td>
<td>(1,462,640)</td>
<td>(918,810)</td>
<td>(722,973)</td>
<td></td>
</tr>
</tbody>
</table>

GF DEFICIT => RESERVES REQUIRED TO BALANCE FY18/19 GENERAL FUND BUDGET

- PROPOSED TIMBER INTEREST RESERVE BALANCE as of JUNE 30, 2018

- 1,462,640

- 2,420,000

- 2,420,000

6 = six month cost projection
BEFORE THE BOARD OF COMMISSIONERS
HOOD RIVER COUNTY, OREGON

IN THE MATTER OF A BUDGET   )
ADJUSTMENT – VETERANS SERVICES   )
GENERAL FUND 101 – DEPT 51 FY 18/19 )   RESOLUTION # _______

WHEREAS, ODVA Funds cannot be used to supplant County funds; and

WHEREAS, The County reduced the 2018/19 Veterans Service budget by $31,276 to address a $1.462 million-dollar deficit in the General Fund; and

WHEREAS, The County is not eligible to receive funds from the ODVA unless it restores historical funding for Veterans Services; and

WHEREAS, The County may reduce the General Fund Contingency or reduce services in another General Fund Department to further fund Veterans Services.

THEREFORE, BE IT RESOLVED that the following budget adjustment be made:

GENERAL FUND 101
VETERANS SERVICES DEPT 51
VETERANS SERVICES DIVISION 01

<table>
<thead>
<tr>
<th>REVENUE</th>
<th>EXPENSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEBT/DECREASE</td>
<td>CREDIT/INCREASE</td>
</tr>
<tr>
<td>101-03-03-419-95-10</td>
<td>General Fund Contingency</td>
</tr>
<tr>
<td>101-51-01-419.40-15</td>
<td>Client Services</td>
</tr>
</tbody>
</table>

ADOPTED THIS ____ DAY OF __________, 2018

HOOD RIVER COUNTY BOARD OF COMMISSIONERS

______________________________
CHAIR, RON RIVERS

______________________________
COMMISSIONER, KAREN JOPLIN

______________________________
COMMISSIONER, RICH MCBRIDE

______________________________
COMMISSIONER, ROBERT BENTON

______________________________
COMMISSIONER, LES PERKINS
9/17/18 Administration Jeff Hecksel

1st Reading Title 8 Ordinances

Title 8 of the Hood River County Code addresses Nuisances (Chap 8.08), Noise Control (Chap 8.12), Fruit Pest Control (Chap 8.16) and Skier Safety (Chap 8.20).

Each of these chapters has been reviewed by staff and legal counsel, a few clerical corrections have been made in several of the chapters and a few recommended changes are recommended however to keep on track for adoption those changes are not included in this version as they are not critical at this time will be brought back for consideration after the entire Revised Hood River County Code has been adopted.

The review of these Ordinances are in conjunction with the overall review and codification of county ordinances.

ATTACHMENTS: Ordinance 1

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL ☑ FINANCE ☐ OTHER AGENCIES ☐ ADMIN ☑
HR DEPT ☐ APPROPRIATE COUNTY COMMITTEE ☐ OTHER ☑

RECOMMENDATION OF THE DEPARTMENT:

ADMINISTRATION RECOMMENDATION:

1) Make a motion to conduct the 1st reading of Title 8 Ordinances by title only
2) Make a motion to accept the 1st reading of the Ordinance Titles
3) Set a public hearing for on the proposed Ordinances for October 15, 2018 at 6:00pm, or soon thereafter.

TITLE OF ORDINANCES: Title 8, Chapters on: Nuisance Code, Noise Control, Fruit Pest Control and Skier Safety

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A

COPIES TO:
Chapter 8.04  *Renumbered: see Chapter 13.12*

**Chapter 8.08 NUISANCE**

Sections:

8.08.005 Definitions.
8.08.015 Exemptions.
8.08.025 Animals.
8.08.035 Disposal of dead animals.
8.08.045 Hides, curing and keeping.
8.08.055 Noxious odors.
8.08.065 Disposal of refuse and solid waste.
8.08.075 Water pollution.
8.08.085 Unsanitary on-site sewage treatment and disposal system.
8.08.095 Tracked-out mud and dirt.
8.08.105 Abandoned refrigerators.
8.08.115 Noxious weeds.
8.08.125 Trees and hedges.
8.08.135 Unnecessary noise.
8.08.145 Notices and advertisements.
8.08.155 Junk.
8.08.165 Vehicles as nuisance.
8.08.175 Used tires.
8.08.185 Declaration of nuisance and general nuisance.
8.08.195 Abatement and enforcement.
8.08.205 Abatement notice.
8.08.215 Abatement by owner.
8.08.225 Abatement by County.
8.08.235 Cost assessment.
8.08.245 Summary abatement.
8.08.255 Separate violations.
8.08.265 Repetitive nuisances.
8.08.275 Penalty; Additional Remedies.

8.08.005 Definitions.

(1) “Board” means the Hood River County Board of Commissioners.

(2) "Enforcement Officer" means person given the responsibility and authority to enforce the provisions of this Chapter.

(3) "Junk" means any old, worn, unpurposed or discarded materials of any kind that are in a state of partial ruin or decay from age, wear, or neglect, including, without limitation:

(a) Cloth, rags, clothing, paper, rubbish, bottles, rubber, iron, tires, brass, copper, or other metal;

(b) Furniture or any kind, household appliances including refrigerators, freezers, washing machines, etc.;

(c) Any motorized or non-motorized vehicles or parts thereof;

(d) Any machinery, apparatuses and contrivances, or parts thereof, which are not functional;

(e) Any unpurposed building materials, including but not limited to lumber, bricks, blocks, siding, shingles, pipes, wire, windows, plumbing or electrical fixtures;

(f) Any other article or thing commonly known and classified as junk.

(4) “Noxious Weed” means any weed designated as noxious by the state of Oregon or the Board.

(5) “Parties” mean Hood River County, acting by and through the Enforcement Officer, and the owner or person in charge of property that is the subject of a plan of abatement.

(6) “Person” means a public or private corporation, business, limited liability company, local government unit, public agency, individual, partnership, association, firm, trust, estate or any other legal entity, and may include the plural if the context requires.
(7) “Repeat Nuisance” means any subsequent violation of this chapter occurring on the same property, under control of the same person, within five years of a violation of this chapter or of prior nuisance ordinances.

8.08.015 Exemptions.

Unless specifically provided otherwise, this chapter does not apply to:

(1) Disposal sites operated in compliance with regulations promulgated by the Environmental Quality Commission, Department of Environmental Quality, or other ordinances or regulations of the County; or

(2) Property located within the corporate limits of cities.

8.08.025 Animals.

The acts, conditions or objects specifically prohibited in HRCRC Title 6 are declared public nuisances and such acts, conditions or objects may be abated by any of the procedures set forth in this chapter.

8.08.035 Disposal of dead animals.

No person shall permit an animal carcass under the person’s ownership or control to remain upon public property, or to be exposed on private property, for longer than 48 hours after death of the animal.

8.08.045 Hides, curing and keeping.

No person shall keep or store uncured hides of any animal in any house, store building, or other place where the same shall cause or create a noisome or offensive smell or atmosphere, to persons traveling along the public streets or to the owners or occupants of adjacent premises.

8.08.055 Noxious odors.

No person shall burn upon any premises or in any street, alley or other place, any substance that shall create an offensive or noxious odor that can be smelled on neighboring properties.

8.08.065 Disposal of refuse and solid waste.

No person shall allow any sawdust, oil, rags, brush, cans, old metal, butchers' offal, garbage, animal or vegetable matter, or junk to accumulate which is causing or creating or might cause or create any noisome or offensive odor.

8.08.075 Water pollution.
No person shall cause, contribute to or allow pollution of a body of water, well, spring, stream or drainage ditch by sewage, solid waste, industrial wastes or other substances placed in or near the water in a manner that will or would tend to have a polluting effect of the water.

8.08.085 Unsanitary on-site sewage treatment and disposal system.

It is unlawful for a person to permit or allow to be kept cesspools, septic tanks or on-site sewage treatment and disposal systems that are in an unsanitary condition, which cause an offensive odor or which create a public health hazard.

8.08.095 Tracked-out mud and dirt.

No person shall track-out mud, dirt or other debris from private or public lands onto public roads without taking reasonable precautions to prevent mud, dirt or debris from becoming airborne or washing off the site. These precautions shall include prompt removal of such material from the paved road surfaces and such other precautions including, but not necessarily limited to, the conditions listed below. The County may require the imposition of building permit conditions for the prevention of track-out. Conditions imposed may include, but are not limited to the following:

(a) The posting of a bond sufficient to assure available funds for roadway cleanup by the County if the contractor or permittee is negligent in cleanup of adjacent public roadways.

(b) Street sweeping, vacuuming or other means of removing track-out material from public roadways.

(c) Installation of wheel washers at exits of major construction sites.

(d) Use of temporary or permanent barricades to keep traffic off unpaved areas.

(e) Graveling of access roads on site.

(f) Limiting the use of public roadways by vehicles.

(g) Issuance of stop-work orders if track-out occurs and is not promptly corrected. A violation of a stop-work order shall be considered a violation of this section. A stop-work order issued pursuant to this section shall be posted at the work site and delivered personally or by certified mail to an alleged violator.

(h) Requiring paving of the entry way or driveway for its entire length or a distance of 50 feet, whichever is shorter.
8.08.105  Abandoned refrigerators.

No person shall leave in a place accessible to children, an abandoned or discarded icebox, refrigerator or similar container without first removing the door, unless the same has a magnetic catch or similar catch which can easily be opened from the inside.

8.08.115  Noxious weeds.

No person shall cause or contribute to the growth or existence of noxious weeds on any private or public property.

8.08.125  Trees and hedges.

No owner or person in charge of property that abuts upon a street or public sidewalk shall permit trees, bushes or hedges on such property to interfere with street or sidewalk traffic.

8.08.135  Unnecessary noise.

The acts, conditions or objects specifically referenced in HRCRC Chapter 8.12 are declared public nuisances and such acts, conditions or objects may be abated by any of the procedures set forth in this chapter.

8.08.145  Notices and advertisements.

(1)  No person shall affix or cause to be affixed a placard, bill, advertisement or poster upon real or personal property, public or private, without first securing permission from the owner or person in control of the property. This section shall not be construed as an amendment to or a repeal of any regulation now or hereafter adopted by the County regulating the use and location of signs and advertising.

(2)  No person shall scatter, distribute or cause to be scattered or distributed on public or private property any placards, advertisements, or other similar materials.

(3)  This section does not prohibit the distribution of advertising materials during a parade or approved public gathering.

8.08.155  Junk.

(1)  It is unlawful for any person to keep any junk on any lot or premises within the County, or in a building that is not wholly or entirely enclosed except doors used for ingress and egress. It is unlawful for any person, their agent or employee, to keep or abandon any junk on any street or other public property.
(2) The Board may approve a storage device which may be used on private land that is not entirely enclosed in a building, if, in the Board’s opinion, it provides sufficient protection from odors, waste materials, waste liquids, oils, fats and flies.

(3) The provisions of this chapter shall not apply to junk kept in a duly licensed junk yard, or automobile wrecking or salvage yard or industries which use scrap steel, used equipment, or similar items in connection with the industrial enterprise.

8.08.165 Vehicles as nuisance.

(1) The following things, practices or conditions shall constitute a nuisance and no person responsible shall store or permit to be stored in excess of 90 days within any consecutive 12 month period an unregistered or inoperable vehicle or portion thereof on any property unless the vehicle is completely enclosed within a building, or is not visible from any public way and is located more than 200 feet from any property line, or unless it is stored on the premises of a business enterprise dealing in used vehicles lawfully conducted within the County.

(2) For purposes of this section, “inoperable vehicle” means a vehicle which has been left on private property for more than thirty days; and,

(a) Has a broken or missing window; or broken or missing windshield; or is missing a wheel, or tire; or lacks an engine or will not run; or lacks an operable transmission; or

(b) Has a market value as a motor vehicle of less than $750.00 and the vehicle is over three years old, or

(c) Is unlicensed or, if operated on a public highway of this state, would be in violation of one or more of the provisions of ORS 815.100 through 815.305, or

(d) Does not comply with ORS 816.320 through 816.370, in which case there shall be a rebuttable presumption that it is inoperable.

8.08.175 Used tires.

No person shall allow or permit the accumulation of discarded tire casings that is not demonstrably part of a short-term storage for commercial tire recapping or tire retail business or authorized landfill. Short-term storage shall not exceed a period of 90 days.

8.08.185 Declaration of nuisance and general nuisance.
(1) The acts, conditions or objects specifically enumerated and defined in sections 8.08.025 through 8.08.175 of this Chapter are declared public nuisances and such acts, conditions, or objects may be abated by any of the procedures set forth in this chapter.

(2) In addition to the nuisances specifically enumerated within this chapter, every other act, condition or object, which is determined by the Board to be injurious or detrimental to the public health, safety or welfare of the County, is declared a nuisance and may be abated as provided in this chapter.

8.08.195 Abatement and enforcement.

(1) The County Administrator, or the Administrator’s designee, is the Enforcement Officer and has the authority and responsibility for enforcement of this Chapter, except as otherwise required or designated by state law.

(2) The person charged with this authority and responsibility shall have the authority to investigate potential nuisances, administer oaths, certify all official acts, subpoena, require the attendance of witnesses at public hearings before the Board, require the production of documents and take the testimony of any person by deposition.

8.08.205 Abatement notice.

(1) Upon determination by the Enforcement Officer that a nuisance as defined in this chapter or any County ordinance exists, the Enforcement Officer shall make reasonable efforts to notify the person responsible for the nuisance. Notification may be given by:

   (a) Personally delivering the notice to the owner or person in charge of the property where the nuisance exists; or

   (b) Posting the notice on the premises where the nuisance exists; or

   (c) Mailing the notice by first class mail and registered or certified mail, postage prepaid, to the owner or person in charge of the property where the nuisance exists at that person’s last known address.

(2) The notice to abate shall contain:

   (a) A description of the real property, by street address or otherwise, on which the nuisance exists;

   (b) A description of the nuisance;

   (c) At the Enforcement Officer’s discretion, a direction to:
(i) Abate the nuisance within ten (10) days of the date of the notice, or

(ii) Meet with the Enforcement Officer to formulate a plan for abatement within ten (10) days from the date of the notice;

(d) A statement that, unless the nuisance is removed, the County may abate the nuisance and the cost of abatement and any overhead or penalties charged shall be a lien against the property;

(e) A statement that the owner or other person in charge of the property may protest the abatement by giving written notice to the County Administrator within ten (10) days from the date of the notice.

(3) Upon completion of the delivery, posting or mailing of notice, the person providing notice shall execute and file with the County Administrator a certificate stating the method and date of notice.

(4) An error in the name or address of the owner or person in charge of the property or the use of a name other than that of the owner or other person shall not make the notice void and in such a case the notice shall be sufficient.

8.08.215 Abatement by owner.

(1) Within 10 days after the County provides notice, the owner or person in charge of the property shall:

(a) Show that no nuisance exists, or

(b) Remove the nuisance, or

(c) If the notice directs, meet with the enforcement officer to formulate a plan of abatement that is acceptable to the County.

(2) The owner or person in charge alleging that no nuisance exists shall file with the County Administrator a written statement that shall specify the basis for the allegation.

(3) The statement shall be referred to the Board. At the time set for consideration of the abatement, the owner or other person may appear and be heard by the Board, and the Board shall thereupon determine whether or not a nuisance in fact exists, and the determination shall be entered in the official minutes of the Board. Board determination shall be required only in those cases where a written statement has been filed as provided.
If the Board determines that a nuisance does in fact exist, the owner or other person shall within 10 days after the Board determination:

(a) Abate the nuisance, or

(b) If so directed by the Board, meet with the Enforcement Officer to formulate a plan for abatement.

8.08.225 Abatement by County.

(1) If, within the time allowed, the nuisance has not been abated by the owner or person in charge of the property the Enforcement Officer may cause the nuisance to be abated.

(2) The Enforcement Officer or the Officer’s designee has the right at reasonable times to enter into or upon property to investigate or cause the removal of a nuisance. This shall not be considered trespass.

(3) The Enforcement Officer shall keep an accurate record of the expense incurred by the County in abating the nuisance and shall include therein an additional surcharge of fifty percent (50%) of the expense for administrative overhead and civil penalty.

8.08.235 Cost assessment.

(1) The Enforcement Officer, by the method listed in Section 8.08.205, shall give a cost assessment notice to the owner or person in charge of the property. The notice shall include:

(a) The total cost of abatement including the administrative overhead and civil penalty;

(b) That the cost as indicated will be assessed to and become a lien against the property unless paid within 30 days of the date of the notice;

(c) That if the owner or person in charge of the property objects to the cost of the abatement as indicated, an objection must be filed with the County Administrator not more than 10 days from the date of the notice.

(2) If an objection is filed, the Board, in the regular course of business, shall hear the objection and determine the costs to be assessed.

(3) If the costs of the abatement are not paid within 30 days from the date of the notice, an assessment of the costs as stated or as determined by the Board shall be made by
resolution and shall thereupon be recorded and, upon such entry being made, shall constitute a lien upon the property from which the nuisance was removed or abated.

(4) The lien shall be enforced through the County Budget and Finance Department and shall bear interest at the rate of six percent per year. The interest shall commence to run from the date of entry of the lien in the lien docket.

(5) The lien provided for shall be foreclosed in the manner as prescribed by state law for the enforcement of liens and collection of assessments for local governmental entities and municipal corporations.

(6) An error in the name of the owner or person in charge of the property shall not void the assessment nor will a failure to receive the notice of the proposed assessment render the assessment void, but it shall remain a valid lien against the property.

8.08.245 Summary abatement.

The procedure provided by this chapter is not exclusive but is in addition to procedures provided by other ordinances, and the Enforcement Officer or Sheriff may proceed summarily to abate a health or other nuisance which unmistakably exists and which endangers human life or property. The cost for summary abatement shall be assessed in accordance with this chapter.

8.08.255 Separate violations.

(1) Each day's violation of a provision of this chapter constitutes a separate offense.

(2) The abatement of a nuisance is not a penalty for violation of this chapter but is an additional remedy. The imposition of a penalty does not relieve a person of the duty to abate a nuisance.

8.08.265 Repetitive nuisances.

(1) No Enforcement Officer of the County shall consent to or agree to a plan of abatement to address a repeat nuisance unless the plan is in writing, signed by the owner or person in charge of the property, and contains each of the following stipulations:

(a) The parties acknowledge that the plan of abatement is a binding contract and that Hood River County is granting, as consideration for this contract, the suspension of legal action for remedies and penalties.
(b) The parties agree that all the terms and conditions of the plan of abatement shall apply for five (5) years from the date that the owner or person in charge of the property signs the plan.

(c) The parties agree that the County Enforcement Officer or the Officers’ designee may enter onto or upon the property at reasonable times to investigate or to cause the removal of a nuisance. This shall not be considered a trespass.

(d) The parties agree that the Enforcement Officer shall immediately notify the owner or person in charge of the property of any subsequent nuisance.

(e) The parties agree that the owner or person in charge of the property shall have 10 days from the time of notice to show that no nuisance exists, to remove the nuisance, or to file a protest.

(f) The parties agree that if the owner or person in charge of the property has failed to show that no nuisance exists, to remove the nuisance, or to file a protest within 10 days of notice, the Enforcement Officer shall immediately cause the nuisance to be abated.

(g) The parties agree that the abatement shall be conducted at the County’s discretion and without further reference to the plan of abatement.

(h) The parties agree that the cost of abatement for a subsequent nuisance shall be assessed under the provisions of this chapter and shall carry the additional civil penalty of fifty percent of the cost of the abatement and shall increase to 100% of the cost of the abatement for any abatement thereafter.

(2) The provisions set forth in this section are in addition to all other provisions, penalties and remedies available to the County, and this section shall not be construed to limit the authority of the County under procedures set forth elsewhere in this chapter.

8.08.275 Penalty; Additional Remedies.

(1) Any violation of this chapter is a Category I civil violation pursuant to HRCRC 1.08.

(2) Prosecution for a civil violation of this chapter under HRCRC 1.08 shall be in addition to, and otherwise not limit the authority of the County to seek all other available legal and equitable remedies, including but not limited to abatement, injunction and mandamus.

CHAPTER 8.12  NOISE CODE
Hood River County Ordinance 265

8.12.015  Definitions.
8.12.025  Noise level prohibited.
8.12.035  Sound level meters.
8.12.045  Exemptions.
8.12.055  Variances and event permits.
8.12.065  Application for variance, permit.
8.12.075  Criteria for issuance.
8.12.085  Issuance and revocation.
8.12.095  Appeals.
8.12.105  Penalties.

8.12.015  Definitions

For the purposes of this Chapter, the following definitions apply:

(1)  "Average" means a sound level measured over the average of one or more seconds, as opposed to a peak sound level measure.

(2)  "A-weighted" means American National Standards Institute standard sound level measurements using the A-weighted scale, which is adjusted to correspond to human hearing.

(3)  "Board" means the Hood River County Board of Commissioners.

(4)  "County Administrator" means the administrator for Hood River County.

(5)  "Dwelling" means a residence, hotel, campground or other facility commonly used for sleep and shelter.

(6)  "Emergency Response" means any activity reasonably related to addressing a law enforcement, fire, health, safety, natural disaster, or public utility emergency or potential emergency.

(7)  "Event Site" means the contiguous property or properties, as legally described, on which an activity or event may be permitted.

(8)  "Good Cause" means having an adequate factual and legal basis to take a certain action

(9)  "Lawfully sited" means located in accordance with the zoning and land use regulations of Hood River County or of a city within Hood River County.
"Noise Sensitive Facility" means a lawfully sited dwelling or a school, hospital, church or public library.

"Person" means any person, partnership, limited liability company, corporation, organization or other legal entity.

"Plainly Audible" means sound for which the average listener can discern its content or its source.

"Sheriff" means the Hood River County Sheriff or the Sheriff's deputies.


(1) No person shall produce or permit the production of sound that, when measured within 20 feet of the Noise Sensitive Facility of another:

   (a) Exceeds 55 dB, A-weighted, average sound level between the hours of 10:00 p.m. and 7:00 a.m. the following day;

   (b) Is plainly audible between the hours of 10:00 p.m. and 7:00 a.m. the following day; or

   (c) Exceeds 65 dB, A-weighted, average sound level at any time of day.

(2) No person shall produce or permit the production of sound in violation of the terms and conditions of a variance or permit issued under this chapter.

8.12.035 Sound Level Meters

Sound measuring equipment used in the enforcement of this chapter shall be:

(1) Capable of accurate measurements of decibels on the A weighted scale;

(2) In good working order;

(3) Operated in accordance with the manufacturer's specifications; and

(4) Operated by personnel trained to use the equipment to produce accurate sound level readings.

8.12.045 Exemptions.

The noise regulation set forth in this Chapter shall not apply to sounds caused by:
(1) Emergency Response or by the ordinary use of emergency equipment or vehicles, whether such work is performed by public or private parties.

(2) Sources regulated as to sound production by federal law including railroads, aircraft, and commercially licensed watercraft operations;

(3) The lawfully sited commercial and industrial operations that are subject to separate general noise restrictions under state or county licenses, permits or regulations.

(4) Agricultural and timber management operations.

(5) Construction or household tools used between the hours of 7 a.m. and 7 p.m. of the same day.

(6) The annual Hood River County Fair.

8.12.055 Variances and Event Permits.

(1) Persons may apply to the Sheriff for a temporary variance from the application of 8.12.025.

(a) Variances may be granted for activities that are reasonably necessary to address a problem brought about by factors outside the control of the applicant

(b) Variances may be granted for a reasonable time to address the problem, but for no more than 7 days, at which time the applicant must re-apply.

(c) The Sheriff or the Board may impose reasonable conditions to variances granted under this section.

(2) Persons may apply to the Sheriff for a permit to hold or conduct activities and events including, but not limited to, athletic, entertainment, recreational, social, educational, civic or religious activities or events.

(3) All permits under this section shall establish a maximum permissible sound level that shall:

(a) Prohibit the production of sound in excess of 75 dB, A-weighted, average sound level, as measured from the property line of the event site; or

(b) Prohibit the production of sound under terms and conditions set by the Board at a public hearing.
(4) Permits under this section shall be granted for times between the hours of 10:00 a.m. and 10:00 p.m. on Sundays through Thursdays, and 10:00 a.m. and 11:00 p.m. on Fridays and Saturdays.

(5) Permits periods may be established as follows:

(a) Single Event Permits, which shall apply to activities or events lasting no more than five consecutive days;

(b) Annual Permits, which may apply to venues or locations hosting multiple events or activities throughout the calendar year; and

(c) On-going permits, which may be used for long-term events or activities, and
   (i) Shall be approved by the Board at a public hearing,
   (ii) Shall be limited to a term set by the Board, not to exceed five (5) years.

(6) Permit under this section may be granted only for locations and venues generally designed, used or otherwise appropriate to host the activity or event in question, including but not limited to stadiums, parks, fairgrounds, clubs and amphitheaters.

8.12. 065 Application for variance, permit.

(1) Application for variances or permits under this chapter shall be in writing and shall:

(a) Clearly state the nature of the activity requiring the variance or permit;

(b) Clearly state the necessity or reason for the variance or permit;

(c) Clearly define the geographical area which may be affected by the activity;

(d) Clearly state:
   (i) The specific dates for which the variance or permits is sought;
   (ii) For an Annual Permit, the maximum number of activities or events anticipated during the calendar year; or
   (iii) For an On-going Permit, both the historic and anticipated annual usage of the location for activities or events requiring the permit.

(e) Clearly state the times of day that the activity will take place;
(f) State by affidavit that the residents or proprietors of all Noise Sensitive Facilities in the affected area have been provided notice of the application, at least 5 business days prior to filing the application; and

(g) Include the payment of any fee as required the Board under an approved fee schedule.

(2) Notice under this section shall be made by registered mail or by personal service on an adult member of the household, and shall include:

(a) A true copy of the application;

(b) A clear statement that the Sheriff will accept written comment on the application for five (5) business days from date of submission; and

(c) The mailing address of the Hood River County Sheriff.

8.12.075 Criteria for Issuance.

In determining whether or not to grant a variance or permit the Sheriff or Board may consider:

(1) The potential impact on the residents in the affected area including, but, not limited to, all written responses received under 8.12.065;

(2) The nature, level, and duration of the anticipated sound;

(3) Whether the variance or permit would produce a public benefit;

(4) The necessity or reason giving rise to the request; and

(5) The historic use of the property in question.

8.12.085 Issuance and Revocation.

(1) The Sheriff shall provide the applicant with a written decision on the application with fifteen (15) business days of its submission.

(2) The Sheriff or the Board may grant or deny an application or may grant it subject to further conditions reasonably related to protecting the public from intrusive sound.

(3) Variances and permits granted under this section shall be in writing and shall:

(a) Clearly state the duration of the variance or permit;

(b) Clearly define the activity permitted;
(c) Clearly define the geographical area in which the activity may occur; and

(d) Clearly state all additional conditions, including any applicable restrictions imposed under 08.12.055.

(4) The Sheriff or the Board may revoke a variance or permit issued under this chapter at any time upon a finding of good cause.

8.12.095 Appeals.

(1) A decision by the Sheriff under this chapter may be appealed to the Board.

(2) Notice of appeal must be delivered to the Board within 30 days from the date of the Sheriff’s decision.

(3) The Board shall review the application de novo within 30 days of filing of the notice to appeal and shall issue an order within 10 days thereafter.

8.12.105 Penalties.

(1) Violation of 8.12.025 shall be a Category III civil violation under HRCRC Chapter 1.08.

(2) Violation of the terms and conditions of a variance or permit shall be a Category I civil violation under HRCRC Chapter 1.08.

(3) Nothing in this section shall limit the authority of the County to pursue other remedies including but not limited to abatement, mandamus and injunction.

CHAPTER 8.16 FRUIT TREES: INSECT PESTS AND DISEASES

(Hood River County Ordinance 325)

Sections:
8.16.015 Definitions.
8.16.025 Control Officer.
8.16.035 Disease and pest control.
8.16.045 Organic cultivation: registration, control methods.
8.16.055 Pest; control measures.
8.16.065 Disposal of affected fruit.
8.16.075 Implied consent; right to access.
8.16.087 Nuisance; notice and order.
8.16.097 Service of notice.
8.16.107 Proceedings; abatement.
8.16.117 Abatement order; costs.
8.16.127 Civil Penalties.
8.16.137 Exemptions.

8.16.015 Definitions.

(1) “Alternative Pest Control” means the control of disease organisms and insect-pest without the use of synthetic herbicides, insecticides, or fungicide, including “organic” and “pesticide free” farming practices.

(2) “Board” means the Hood River Board of Commissioners.

(3) “Disease organisms” means those disease organisms as identified and defined by the Oregon Department of Agriculture, including, but is not limited to, Pseudomonas blight (Pseudomonas syringae), Coryneum blight (Coryneum carpophilum), Peach leaf curl (Taphrina deformans), Fire blight (Erwina amylovora), Apple scab (Venturia inaequalis), and Pear scab (Venturia pirina Adeth).

(4) “Ground fall fruit” means fruit that has fallen to the ground.

(5) “Host tree” or “host plant” means Pear (Pyrus sp.), Quince (Cydonia sp.), Apple (Malus sp.), Peach (Prunus sp.) Apricot (Prunus sp.), Cherry (Prunus sp.), Hawthorn (Crataegus sp.), and may include other rosaceous hosts of Apple Maggot as deemed necessary by the Oregon Department of Agriculture.

(6) “Infest” or “infestation” means the presence of disease organisms or insect-pests in sufficient quantities to potentially harm fruit produced on neighboring properties.

(7) “Insect-pest” means those insects as identified and defined by the Oregon Department of Agriculture, including, but not limited to, Codling Moth (Carpocapsa pomonella), Oriental Fruit Moth (Grapholita molesta), Pear Psylla (Psylla pyricola), San Jose Scale (Aspidiotus perniciosus), Shot Hole Borer (Scolytus rugulosus), Apple Maggot (Rhagoletis promonella), and Peach Twig Borer (Anarsia lineatella).

(8) “Orchard” means one or more host trees or plants.

(9) “Organic” means the techniques and processes of raising and producing agricultural products in compliance with the United States Department of Agriculture National
Organic Program, which may include the use of non-synthetic pesticides such as biological and botanical agents.

(10) “Pesticide” includes:

(a) “Defoliant” which means any substance or mixture of substances intended for causing the leaves or foliage to drop from a plant with or without causing abscission;

(b) “Desiccant” which means any substance or mixture of substances intended for artificially accelerating the drying of plant tissue;

(c) “Fungicide” which means any substance or mixture of substances intended for preventing, destroying, repelling or mitigating any fungus;

(d) “Herbicide” which means any substance or mixture of substances intended for preventing, destroying, repelling or mitigating any weed;

(e) “Insecticide” which means any substance or mixture of substances intended for preventing, destroying, repelling or mitigating any insects which may be present in any environment whatsoever;

(f) “Nematocide” which means any substance or mixture of substances intended for preventing, destroying, repelling or mitigating nematodes;

(g) “Plant regulator” which means any substance or mixture of substances intended, through physiological action, to accelerate or retard the rate of growth or rate of maturation or to otherwise alter the behavior of ornamental or crop plants or the produce thereof, but shall not include substances to the extent that they are intended as plant nutrients, trace elements, nutritional chemicals, plant inoculants or soil amendments; and

(h) Any substance, or mixture of substances intended to be used for defoliating plants or for preventing, destroying, repelling or mitigating all insects, plant fungi, weeds, rodents, predatory animals or any other form of plant or animal life which is, or which the County may declare to be a pest, which may infest or be detrimental to vegetation, humans, animals, or be present in any environment thereof.

8.16.025 Control Officer.

The Public Works Director may appoint and supervise one or more Control Officers, authorized to carry out the provisions of this chapter on behalf of the County.
8.16.035 Disease and pest control.

(1) Except as provided in 8.16.045 and 8.16.137, all host trees and plants shall be treated with appropriate and adequate pesticides, as recommended by the Oregon Department of Agriculture, to prevent infestation by disease organisms and insect pests.

(2) The application of pesticides under this section shall conform to all federal and state regulations, including but not limited to buffer restrictions.

(3) The application of pesticides on host plants shall comply with all applicable manufacturer’s specifications.

(4) All costs associated with treatment of host plants and trees in conformance with this chapter shall be the responsibility of the property owner.

8.16.045 Organic Cultivation: Registration, Control Methods.

(1) Property owners or tenant orchardists employing alternative infestation control methods shall register the property as an “Alternative Pest Control” orchard with the Hood River County Department of Public Works.

(a) The County shall not charge a fee for registration under this section.

(b) Registrations under this section, including renewals, shall be valid for a period of five years.

(2) The County may not require or otherwise cause the use of synthetic pesticides on a registered Alternative Pest Control orchard.

8.16.055 Pest; control measures.

(1) If disease organisms or insect pests are found within an orchard the County may direct the property owner to:

(a) Employ reasonable disease and pest control measures;

(b) Strip and dispose of all fruit from host tree or plants in compliance with section 8.16.065.

(c) Cut down any and all host trees and plants and treat the remaining stumps and root systems with adequate and appropriate chemicals to prevent the spread of disease organisms or insect-pests.
(d) Remove any or all host plants and trees within the orchard, including the complete roots structures.

(2) In addition to the measures set forth in section (1), if insect-pests or disease organisms are found within a registered Alternative Pest Control orchard, the County may direct the property owner to:

(a) Clear all undergrowth and objects is cleared from beneath host trees and plants so that all ground fall fruit will be clearly visible;

(b) Remove and properly dispose of all ground fall fruit at least twice a week until commercial harvest is complete;

(c) Harvest all fruit as soon as possible, or as otherwise directed by the County;

(d) Strip all trees, including pollinators, of fruit by the end of commercial harvest; and

(e) Continue to apply such treatment measures for 24 months after the disease organism or insect pest was discovered.

(3) All costs associated with treatment of host trees and plants required under this chapter shall be the responsibility of the property owner.

8.16.065 Disposal of affected fruit.

(1) Fruit disposed of in accordance with this chapter shall be:

(a) Processed for juice or sauce or using approved cold treatment methods, or;

(b) Buried under procedures approved by the Oregon Department of Agriculture.

8.16.075 Implied consent; right to access.

(1) By keeping any host tree or plant, a property owner voluntarily and impliedly consents to:

(a) County inspection of host trees and plants.

(b) The County’s abatement of any nuisance arising from the keeping of such trees or plants under section 8.16.117.

(c) Reasonable access to all host plants and trees on located on the property for the purpose of inspection of abatement under this chapter.
(2) The entrance upon property by County employees or agents for the purpose of enforcing this chapter shall be deemed permissive and shall not constitute civil or criminal trespass.

(3) All inspections and abatements conducted under this chapter shall take place at reasonable times.

8.16.087 Nuisance; notice and order.

(1) Host tree or plants infested with disease organisms or insect-pests are a public nuisance.

(2) Upon finding reasonable grounds to believe that a nuisance exists under section (1), the County shall provide written notice to the property owner, containing:

(a) The street address and a legal description sufficient to identify the property on which the nuisance is located;

(b) A statement that the County has determined that a nuisance exists, with a concise description of the conditions found which constitute a nuisance;

(c) A statement ordering the proper removal of the nuisance, including, where applicable, the specific methods and materials required;

(d) A statement ordering that the removal of the nuisance be completed by a specific date;

(e) A statement giving notice that if the nuisance is not removed as directed, the County may petition the court for authority to:

   (i) Abate the nuisance at the County’s direction;

   (ii) Charge the cost of the abatement against the property owner or tenant orchardist;

   (iii) Impose a civil penalty equal to 50% of the reasonable costs of abatement; and

   (iv) Place a lien against the property in an amount equal to the costs and penalties imposed by the court.

8.16.097 Service of Notice.

(1) Notice under section 8.16.087 shall be sufficient if provided to the property owner:

(a) In person; or
(b) By certified mail to the mailing address on file with the County tax assessor.

(2) The County may, but is not required, to provide additional notice to any tenant orchardist operating on the subject property; such notice may be provided in person or by US Mail.

8.16.107 Proceedings; abatement.

(1) Where a property owner has been previously served notice of a public nuisance and has failed or refused to abate such nuisance within the time and in the manner specified in such notice, the County may petition the Circuit Court to declare a nuisance and order the abatement thereof.

(2) A civil action for abatement under this chapter shall be conducted in accordance with all applicable provisions of Oregon law and the Hood River County code.

8.16.117 Abatement order; costs.

(1) The purpose of this section is to provide for nuisance abatement by County action and for the recovery of the cost of such abatement, including the cost of litigation. This abatement procedure may be pursued in addition to any other available remedy.

(2) Upon finding that a nuisance exists, the Court shall issue an order authorizing the County, or its agents to:

(a) Enter upon the subject property;

(b) Abate the nuisance at the County’s direction;

(c) Collect from the property owner or tenant orchardist the reasonable costs of the abatement, including reasonable legal fees and court costs;

(d) Impose a civil penalty equal to 50% of the reasonable costs of abatement; and

(e) Charge the reasonable costs of the abatement, together with all applicable civil penalties, as a lien against the subject property.

(3) Any abatement carried out by the County under this section shall employ measures that are reasonably calculated to:

(a) Remove the nuisance in its entirety, including the threat of potential reoccurrence; and

(b) Accomplish the removal in an efficient manner.
8.16.127 Civil Penalties.

(1) In addition to all other remedies, the violation of a Notice and Order to abate a nuisance under section 8.16.087, shall be subject to a civil penalty under this section if a property owner:

(a) Was served notice in accordance with section 8.16.087; and

(b) Failed to abate the nuisance within the time, and in the manner, specified.

(2) The amount of civil penalty under this section shall be equal to 50% of the County’s reasonable costs in prosecuting the abatement including reasonable attorney fees and court costs.

8.16.137 Exemptions.

(1) Scientific experiments conducted under the authority of Oregon State University, and employing accepted scientific methods and controls, are exempt from the provisions of this chapter.

(2) Scientists conducting experiments under this section shall take all reasonable steps to limit any threat, harm, or inconvenience to other orchardists or their crops.

(3) The County shall communicate to Oregon State University all reasonable allegations of harm, threat or inconvenience created by scientific experiments being conducted under the University’s authority.

CHAPTER 8.20 SKIER SAFETY

Hood River County Ordinance 140

Sections:

8.20.005 Definitions.
8.20.015 Designation of closed or unsafe areas.
8.20.025 Unlawful to enter upon a closed or unsafe area.
8.20.035 Unlawful to interfere with regulatory signs or warning devices.
8.20.045 Duties of skiers.
8.20.055 Sheriff and Ski Patrol exempted.
8.20.065 Penalties.

8.20.005 Definitions.
“Skier” means any person utilizing any device in order to move or propel him or herself over or across snow or ice, including but not limited to alpine, telemark or cross-country skis, snowboards, snowshoes, sleds, toboggans, inner tubes or snowmobiles.

“Skiing” means any act involving the aid or use of a device to move or propel oneself over or across snow or ice, including but not limited to alpine, telemark or cross-country skiing, snowboarding, snowshoeing, sledding, or snowmobiling.

“Ski Resort” means any organization or business that, with or without charge, makes its property available to the public for skiing, as defined above.

“Warning Device” means any device used in a manner that reasonably communicates that an area is closed or unsafe; devices may include but are not limited to cones, paint, poles, posts, flags, fencing, rope, string and signs.

8.20.015 Designation of closed or unsafe areas.

(1) The Hood River County Sheriff, U.S. Forest Service, and the applicable resort Ski Patrol shall be authorized, but not required, to designate areas as closed or unsafe.

(2) Closed or unsafe areas shall be marked by the use of regulatory signs or other warning devices.

(3) When regulatory signs or warning devices are in place, there shall be a presumption that their placement was authorized.

8.20.025 Unlawful to enter upon a closed or unsafe area.

It shall be unlawful for any person to knowingly enter upon any area, within or adjacent to a ski resort, that has been designated as closed or unsafe.

8.20.035 Unlawful to interfere with regulatory signs or warning devices.

It shall be unlawful for any person other than U.S. Forest Service, Hood River County Sheriff’s Office Department, Ski Patrol or ski resort personnel to remove, relocate, mutilate, deface, damage, obstruct, or destroy any regulatory sign or warning device placed in accordance with this chapter.

8.20.045 Duties of skiers.

(1) Any person engaged in skiing in Hood River County shall accept an affirmative duty to heed all posted information, to obey all warnings and to refrain from engaging in acts, which are likely to endanger the safety of the skier or others.
(2) Any skier involved in a collision with another person, regardless of fault, shall stop and render any reasonable necessary assistance. Such assistance may include, but is not limited to, warning other skiers of the fallen or injured skier and notifying Ski Patrol or resort personnel that aid or assistance is needed.

(3) Any skier involved in a collision shall, upon request, present identification or supply his or her true full name and correct current address to Sheriff’s Office Department, Ski Patrol or resort personnel or to any other person involved in the collision.

8.20.055 Sheriff and Ski Patrol exempted.

The provisions of section 8.20.025 of this chapter shall not apply to the Sheriff’s Office Department, U.S. Forest Service, Ski Patrol or resort personnel who are then acting in the course of their duties.

8.20.065 Penalties.

Any violation of this chapter shall be a Category I civil violation under HRCRC 1.08. Each violation of an individual section or subsection of this chapter shall be considered a separate offense.