

Hood River County is taking steps to limit exposure to and spread of COVID-19 (novel coronavirus). In support of state and federal guidelines for social distancing, the Hood River County Board of Commissioners will hold this meeting by using Webex Event. To listen in to the meeting please call **(408) 418-9388** and use **Event Number: 964 982 456**. You may also access the meeting via a smart device or computer. For best results please mute the microphone and speakers on your device once logged in. Thank you. Please visit the Board of Commissioners webpage for the link.

Hood River County Board of Commissioner Virtual Meeting Protocols regarding public comment and meeting access is available on the Board of Commissioners webpage on the Hood River County Website.

BOARD OF COMMISSIONERS BUSINESS MEETING AGENDA
6:00pm, CBAB, 601 State Street, Hood River, OR - 1st Floor Conference Room

Any item or issue **not** on the agenda you have a question, comment, or statement about please bring up under Items from the Public

I. CONFLICTS OR POTENTIAL CONFLICTS OF INTEREST

II. ADDITIONS OR DELETIONS TO/FROM THE AGENDA

III. PUBLIC HEARINGS

Paul Jones Appeal Determination of How the Hearing will be Held

RECOMMENDATION: Open the public hearing and, at the request of the appellant, continue the hearing to a date when you feel in person meetings can take place.

Paul Jones Appeal of Denial of Forest Template Dwelling Request

RECOMMENDATION: Open the public hearing and, at the request of the appellant, continue the hearing to a date when you feel in person meetings can take place.

Community ID Pilot Project Ordinance #362 Amendments

RECOMMENDATION: Conduct the 2nd reading of the Ordinance by title only and then conduct the hearing to consider the amendments.

Crystal Spring Easement & Lease on County Forestland

RECOMMENDATION: Conduct the hearing and determine the best decision for the County.

IV. ITEMS FROM THE PUBLIC -Comments are allowed for items not on the agenda with a limit of 3 minutes per person. (Comments must be either in writing or in person at the County Business Administration Building, 601 State Street, Hood River, OR. See 5.18.2020 Public Comment Meeting Protocols on the County Website for full details)

V. REPORTS – Commissioners, Legal Counsel, County Administrator

*Hood River Soil & Water Conservation Dist and the Hood River Watershed Group – reports included in the packet.

*Open Jobs Report – included in the packet

VI. CONSENT

- ✓ Approve a one-year contract with AFSCME 1082 as presented.
- ✓ Approve a one-year contract with AFSCME 2503 as presented.
- ✓ Approve setting a public hearing for June 15, 2020 at 6:00pm or soon thereafter to consider an appeal filed by Thrive Hood River of the Planning Commissions denial of Thrive Hood River's initial appeal of Apollo Land Holdings CLUP #13-0216 extension application.
- ✓ Approve and sign a budget adjustment Resolution to cover revenue and expenditures in the CAHS Immunization fund of the Health Dept. Budget FY 19/20.
- ✓ Approve and sign a budget adjustment Resolution to move funds within the Family Planning fund of the Health Dept Budget FY 19/20 to cover expenses.
- ✓ Approve two budget adjustment Resolutions to move funds between the Prevention Dept and Health Dept related to the tobacco grant for Sustainable Relationship for Community Health & Colorectal Cancer FY 19/20.
- ✓ Reschedule the public hearing previously set for May 18th to June 15, 2020 at 6:00pm or soon thereafter to consider an Easement across county forest land for East Fork Irrigation.
- ✓ Approve setting public hearings to consider adoption of the Hood River County, 911 Communication District, Windmaster Sewer District and Windmaster Urban Renewal District budgets for FY 20/21 on June 15, 2020 at 6:00pm.
- ✓ Approve declaring three sheriff vehicles as surplus and authorize them to be sold at auction.
- ✓ Approve a tax refund over \$5,000 to account #17416 and 607883.

VII. NEW BUSINESS

Board of Commissioners

1. Review & Discussion County Order 20-001
RECOMMENDATION: Review and discuss changes, if desired, with staff.

VIII. EXECUTIVE SESSION

As necessary, Executive Session will be held in accordance with but not limited to: ORS 192.660 (2)(a),(b) 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: The below is not an inclusive listing, and all dates and times subject to change with or without notice as required) **PLEASE NOTE:** Meetings could be held via video conferencing however the normal address for the meeting is being used.

May 18	4:00/6:00pm	HRC Board of Commissioners Mtg., video conferencing via Webex (time subject to change)
May 20	3:00pm	County Staff Meeting, 601 State Street, HR
May 20	3:00pm	County Budget Committee Meeting, video conference
May 22	10:00am	County Budget Committee Meeting, video conference
May 25		MEMORIAL DAY – COUNTY OFFICES CLOSED
May 26	2:00pm	County Safety Committee Meeting, 309 State Street, HR (4 th Tues. ea. month)
May 26	3:00pm	HRC Board of Commissioners Work Session/COVID-19 Check-In, video conference via webex
May 26	3:00pm	County Budget Committee Meeting, video conference
May 27	5:30pm	County Planning Commission Mtg, 601 State Street, HR (2 nd & 4 th Wed. ea. mth, generally; subject to cng)
May 29	3:00pm	County Budget Committee Meeting, video conference
Jun 1	1:00pm	Tri-County Mental Health Board, Mid-Columbia Center for Living, TD (1 st Mon. ea. month)
Jun 1	3:00pm	HRC Board of Commissioners work session/COVID-19 Check in, video conference via Webex
Jun 2	3:00pm	County Budget Committee Meeting, video conference
Jun 5	3:00pm	County Budget Committee Meeting, video conference
Jun 8	3:00pm	HRC Board of Commissioners work session/COVID-19 Check in, video conference via Webex
Jun 10	5:30pm	County Planning Commission Mtg, 601 State Street, HR (2 nd & 4 th Wed. ea. mth, generally; subject to cng)
Jun 15	3:00pm	HRC Board of Commissioners Mtg., Work Session/COVID-19 Check-In, video conf via Webex
Jun 17	3:00pm	County Staff Meeting, 601 State Street
Jun 24	5:30pm	County Planning Commission Mtg, 601 State Street, HR (2 nd & 4 th Wed. ea. mth, generally; subject to cng)
Jun 23	2:00pm	County Safety Committee Meeting, 309 State Street, HR (4 th Tues. ea. month)

PUBLIC HEARING

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: May 4, 2020 **DEPARTMENT:** Planning **NAME:** Keith Cleveland

SUBJECT: Request for TWO public hearings regarding Appeal #20-0045 of the Planning Commission's Final Order for Appeal #19-0266.

AUTHORITY: *ORS:* _____ *OAR:* _____

COUNTY ORD.: HRCZO Article 61

BACKGROUND/SUMMARY OF SUBJECT:

On November 12, 2019, Paul Jones filed an appeal of of the County Planning Director's decision to deny his Forest Template Dwelling request. On January 8, 2020, the Planning Commission unanimously denied the appeal. On February 3, 2020, Paul Jones filed an appeal of Planning Commission's Final Order for Appeal #19-0266.

As part of the filed appeal, the appellant requested to either submit additional evidence, or to hold a de novo hearing. Therefore; staff is requesting that the Board of Commissioners hold two hearings. The first hearing will consider the appellant's request for the submission of additional evidence or a de novo hearing, then, based on the outcome of the first hearing, the second hearing will consider the merits of the Planning Commission's decision.

FISCAL IMPACT- *Budget Line Item:* _____ *Acct Bal \$* _____

Est. Hrs. Spent to Date: _____ *Est. Completion Date:* _____

Comments:

Fiscal impacts associated with this application are limited to staff time.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*

HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

It is recommended that the Board of County Commissioners 1) deny the request for the submission of additional evidence or a de novo hearing, and 2) deny Appeal #20-0045 and uphold the Planning Commission's decision, dated January 21, 2020, to dismiss Appeal #19-0266 filed by Paul Jones.

ADMINISTRATION RECOMMENDATION:

Open two hearings in regard to the Jones Appeal and continue both, at the request of the appellant, to a date you feel in person meetings will be able to be held.

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

COPIES TO: County Planning

From: [Bill Sumerfield](#)
To: [Eric Walker](#)
Cc: [Keith Cleveland](#); [Paul Jones](#); [Heidi DeHart](#)
Subject: RE: Testimony for Appeal Hearing 20-0045 JONES
Date: Thursday, May 14, 2020 11:29:17 AM

Eric,

Paul and I would prefer to continue this matter until we can have an in-person hearing. We appreciate the County's efforts to move the appeal forward via the proposed virtual meeting, but we have too many concerns about the potential impact the limitations inherent in the process will have on the hearing to be comfortable going forward at this time.

Please extend our apologies to the Commissioners for any inconvenience the rescheduling may cause them, but there are important issues at stake and we believe a full and complete in-person hearing, with normal procedures in effect, is essential. We are willing to wait for that to be scheduled in due course.

Bill

William H. Sumerfield

PO Box 758

718 State Street

Hood River, OR 97031

bill@phillipsreynier.com

(541) 386-4264 Ext 0103 (Main)

(541) 436-0674 (Direct)

PHILLIPS REYNIER SUMERFIELD & CLINE, LLP is committed to supporting our clients, employees, and our community. In response to government and health authority orders and recommendations to slow the spread of COVID-19, we are at times working remotely and also enforcing safety precautions and social distancing at our office. We are functioning and operational, subject to the litigation limitations imposed by the court systems, and we remain available to support your legal needs and inquires by telephone, video conferencing, or email. In-person meetings are limited to essential services and will be structured to maximize the health and safety of all participants. Many of you are used to dropping by without appointments, but we ask that you call and confirm protocols before coming in with documents or questions.

We appreciate the opportunity to be of service and wish you well during this trying time.

From: Eric Walker <eric.walker@co.hood-river.or.us>
Sent: Thursday, May 14, 2020 9:32 AM
To: Bill Sumerfield <bill@phillipsreynier.com>
Cc: Keith Cleveland <keith.cleveland@co.hood-river.or.us>; Paul Jones <wyeastforestry@yahoo.com>; Heidi DeHart <heidi.dehart@co.hood-river.or.us>
Subject: RE: Testimony for Appeal Hearing 20-0045 JONES

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: 4/10/2020 **DEPARTMENT:** R&A **NAME:** Brian Beebe

SUBJECT: Hood River County Community ID - Amendments to County Ordinance 362

AUTHORITY: *ORS:* _____ *OAR:* _____

COUNTY ORD.: 362

BACKGROUND/SUMMARY OF SUBJECT:

The Next Door is requesting changes to the HRC Community ID Ordinance Appendix, Tables A, B and C to 1) to make the wording relevant to HRC and 2) to rectify that the current charts are creating unintended barriers for some of our most underserved community members in accessing the ID card. Changes include deleting documents listed that do not exist in Oregon and recommending that we adopt a similar rule as Oregon DMV requires to prove residency. Please see the attached document "Changes to HRC Community ID Tables text" for more detailed information.

Sheriff English and Police Chief Holste have reviewed and are in support of these changes. The ID Advisory Council is in support of these changes. This Council has representatives from Gorge Ecumenical Ministries, the hospital, Latinos en Acción, Hood River Growers and Shippers and more.

ATTACHMENTS: Ordinance 0

FISCAL IMPACT:

None

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*
HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

Review changes being proposed, conduct 1st reading of the modified ordinance, and set a public hearing for May 18th, 2020 at 6:00 pm.

ADMINISTRATION RECOMMENDATION:

- 1) Make a motion to conduct the 1st Reading by title only for modifications to Ordinance 362- Hood River County Community ID Pilot Program;
- 2) Accept the 1st Reading by title only; and then
- 3) Set a public hearing on the subject for May 18, 2020 at 6:00pm, or soon thereafter.

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

Brian Beebe

From: Lisa Davies <LKDavies@gorgelaw.com>
Sent: Wednesday, March 11, 2020 2:40 PM
To: Brian Beebe
Subject: RE: Community ID

There is the Appendix, and the Tables.

Lisa Knight Davies | Managing Shareholder
Peachey Davies & Myers, PC
430 Industrial St. | P.O. Box 417 | Hood River, OR 97031
Phone: 541.386.2221
Fax: 541.386.1381
[website](#) | [vCard](#) | [map](#) | [email](#)



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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

From: Brian Beebe <brian.beebe@co.hood-river.or.us>
Sent: Wednesday, March 11, 2020 2:16 PM
To: Lisa Davies <LKDavies@gorgelaw.com>
Subject: RE: Community ID

Hello Lisa,

So just to confirm, the ordinance is fine, but replace old tables with new tables?

Thanks,

Brian D. Beebe
Director of Records & Assessment
Assessor/Clerk
Hood River County
601 State Street
Hood River, OR 97031
(541) 387-6854
brian.beebe@co.hood-river.or.us

From: Lisa Davies <LKDavies@gorgelaw.com>
Sent: Wednesday, March 11, 2020 1:36 PM
To: Brian Beebe <brian.beebe@co.hood-river.or.us>
Subject: Community ID

Hi Brian-

I've had some communication with Next Door and concluded my evaluation of their suggested changes. Ultimately I decided the Ordinance itself doesn't require revision as the changes to the Appendix and Tables still work with the definitions. So, I think we can go ahead and relay that to Next Door and coordinate with them for scheduling purposes with the BOC.

Best regards,

Lisa Knight Davies | Managing Shareholder

Peachey Davies & Myers, PC

430 Industrial St. | P.O. Box 417 | Hood River, OR 97031

Phone: 541.386.2221

Fax: 541.386.1381

[website](#) | [vCard](#) | [map](#) | [email](#)



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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

REQUEST FOR LEGAL SERVICES

File Number: _____

Date: 02/13/2020

Date Needed: 03/01/2020

Contact: Brian Beebe

Phone #: 541-387-6854

Written Response Requested: Y

Subject: Hood River County Community ID

Background:

The Hood River County Community ID Council is requesting modifications to the existing county ordinance.

Brian Beebe

Department Head

Response:

Date: _____

County Counsel's Office

Brian Beebe

From: Lorena Sprager <LorenaS@nextdoorinc.org>
Sent: Friday, February 07, 2020 3:08 PM
To: Brian Beebe
Cc: Matt English; Neal Holste; Anna Osborn
Subject: HRC Community ID Tables changes request
Attachments: Changes to HRC Community ID Tables text 2 7 20.pdf; Tables A B ID and Reside proof with proposed changes 2 7 20.pdf

Hi Brian. I hope you and your family are well.

Attached please find the two documents requesting changes to the HRC Community ID Tables. The "Changes" document is explanatory text. The "Tables" document shows the changes from the "Changes" document we are asking for in red.

Sheriff Matt and City Police Chief Neal have reviewed and approved these changes. I have their permission to share their emails and will forward them to you separately. Thanks to Neal and Matt for your prompt review and feedback on our requested changes and for being so supportive of our community members.

I know how busy you and HRC staff are. We would be grateful for any way you can help move this process forward as quickly as possible. As always, Brian, thanks for your support.

Sincerely,

Lorena

Lorena Sprager
Projects Manager
She, her, hers
Health Promotion Services/*Nuestra Comunidad Sana*
541-399-4561



Brian Beebe

From: Lorena Sprager <LorenaS@nextdoorinc.org>
Sent: Friday, February 07, 2020 3:11 PM
To: Brian Beebe
Cc: Neal Holste; Matt English; Anna Osborn
Subject: Fw: Updated changes to ID tables

Hi again Brian.

Below please see Neal's email regarding your requested changes to the ID Tables.

Best wishes,

Lorena

Lorena Sprager
Projects Manager
She, her, hers
Health Promotion Services/*Nuestra Comunidad Sana*
541-399-4561



From: Neal Holste <N.Holste@cityofhoodriver.gov>
Sent: Thursday, February 6, 2020 4:06 PM
To: Lorena Sprager <LorenaS@nextdoorinc.org>
Subject: RE: Updated changes to ID tables

Good afternoon Lorena,

I would like to thank you for allowing me to review the proposed changes to the Hood River County ID program. After reviewing the documents, I see no impact to the community regarding the minimal but significant changes to provide ID for all.

Thank you for the service you provide.

Neal Holste
Chief of Police
Hood River City Police Department
207 2nd Street
Hood River, OR 97031
(541) 387-5256

Brian Beebe

From: Lorena Sprager <LorenaS@nextdoorinc.org>
Sent: Friday, February 07, 2020 3:12 PM
To: Brian Beebe
Cc: Matt English; Neal Holste; Anna Osborn
Subject: Fw: Updated changes to ID tables

Hi yet again Brian.

Below please see Matt's response to the changes we are requesting to the ID Tables.

Best wishes,

Lorena

Lorena Sprager
Projects Manager
She, her, hers
Health Promotion Services/*Nuestra Comunidad Sana*
541-399-4561



From: Matt English <menglish@hooddriversheriff.com>
Sent: Thursday, February 6, 2020 3:28 PM
To: Lorena Sprager <LorenaS@nextdoorinc.org>
Subject: RE: Updated changes to ID tables

Looks good. No objections.

HRC Community ID Improvements to Proof of Identity and Residency in HRC

2/3/20

Introduction:

Tables A, B and C of the HRC Community ID Ordinance require 300 points to prove identity and 300 points to prove residency in the County to be able to get the ID. These Tables were taken from a county ID program in the Midwest.

Some changes need to be made to make the wording appropriate and relevant to Hood River County and our ID Ordinance. For example, we need to delete documents listed that do not exist in Oregon.

We also request adaptations to reflect the reality of our community. This includes adding new documents that are similar to others accepted that our community members have and are valid proof of residency in the County.

Most importantly, we request that we adopt a similar rule as Oregon Department of Motor Vehicles (DMV) requires to prove residency. Oregon DMV requires one proof of residency. One proof of residency is what many other city and county ID programs in the United States require.

As regards proving residency in the County, the current charts are creating unintended barriers for some of our most underserved community members to access the HRC Community ID card. In some cases, a person needs to bring in 6 proofs that they reside in the County to achieve the 300 points. Among the underserved, the requirements make it almost impossible for people experiencing homelessness in the County to get an ID. Over the last 6 months, we have had to turn away community members at each monthly enrollment event due to insufficient proof of residency in the County. In almost all these cases applicants provided more than one proof of residency but were not able to meet the criteria of the current tables. For example, at the January 2020 enrollment event, a community member brought three W-2s with her physical address on them. With these, she was presenting three different government-issued documents that proved her physical address in the County. However, with the current Tables point system, we could only credit her with 225 points and she could not get the card. The Community Health Worker who primarily arranges ID enrollment appointments gets told numerous times a week, if not daily, a version of this, "You tell us you want to support us in getting IDs. So why are you putting up so many barriers for us to get one?"

The HRC Community ID has limited use. It can be used to prove identity within the County, access certain services within the County and access business discounts. It cannot be used to fly on a plane, drive a vehicle or purchase alcohol, tobacco, marijuana or firearms. As such, we request one proof of residency from the Tables to get the ID, which will coincide with single proof of residency Oregon DMV requirements.

Requested Changes:

Wording appropriate and relevant to Hood River County and our ID Ordinance:

- **Appendix: Criteria for Issuing a Community Identification Card, first page, introductory text. Under "Residence", last sentence starting with "To establish identity..." Change "identity" to "residence".**

Reason for request: This was a typo and needs to refer to residence and not identity.

- **Change from "30 days" to "60 days" to match the HRC Ordinance.**

Reason for request: Ensure the text matches the HRC Community ID Ordinance on Tables B and C.

- **Delete the references to proofs specific only to Michigan: Table A "Criminal record check (AFIS), ~~or Offender Tracking Information System record (OTIS) with photograph~~"**

Reason for request: Not relevant or appropriate for Hood River County.

- **Accept Birth Certificates as proof of identity without requirement of physiological evidence.**

Reason for request: The current Table A text reads: "Government issued birth certificate containing/displaying physiological evidence of identity (e.g. fingerprint, footprint, etc.). Applicant must provide clear and convincing evidence that such identifier(s) match applicant."

Many Birth Certificates do not contain physiological evidence. In addition, it is almost impossible to prove a match to a physiological trait that was recorded when the applicant was an infant. Birth Certificates are official government documents and should be valued as such.

So change intro text in Table A from "DOCUMENTS MUST" to "DOCUMENTS OTHER THAN BIRTH CERTIFICATES MUST".

Adaptations to reflect the reality of our community:

- **Proof of residency in Hood River County: Require one proof of residency in Hood River County to coincide with Oregon DMV regulations and other city and county ID programs in the nation that require one proof of residency.**

Reason for request: Please see Introduction text on the first page of this document. Requiring one proof of residency is the reason for removing points on Table C: Proof of Residency.

- **On Table B, change 50 and 75 points for identity purposes to 100 points.**

Reason for request: For those presenting a Government Issued Birth Certificate, they would be required to provide two additional documents (versus more than two) to corroborate the Birth Certificate, posing fewer barriers. Table B list is of official documents, a number of which are government issued. Please note that up to now, few have used Birth Certificate as their primary form of identification.

- **Modify on Table B, from "U.S. Voter's Card" to "Government issued Voter's Registration Card"**

Reason for request: Some have a voter registration card from their country of origin. This can help prove identity as it is government issued.

- **Modify on Table B, "Employment-related tax records (W-2, 1099R) (limit 75 points) and "Employment Pay stubs (limit 50 points)" by deleting "(limit 75 points)" and "(limit 50 points)".**

Reason for the request: Requesting points be 100 in this Table. Some community members hold two and three jobs. As such, those should be accepted.

- **Add to Table B, "medical bills and medical records" to the list.**

Reason for request: These are currently not explicitly listed in the Tables. They are a clear demonstration of residence. They are official documents just as Financial Records or Federal or State Tax Returns.

- **Add to Table B, “Records/Correspondence from a state or federal agency (i.e. Department of Homeland Security, Internal Revenue Services, etc.)”.**

Reason for request: This is not currently listed in the tables. These are official correspondence sanctioned by a governmental agency, and therefore should be accepted as adequate proof of residency.

- **On Table B, change “Declaration of Hood River County resident, given under penalty of perjury” to “Notarized declaration of Hood River County resident”.**

- Reason for request: Current Table text is “Declaration of Hood River Co. resident, given under penalty of perjury, provided declarant’s identity and residence are confirmed under the same methodology.”

Many ID programs in the nation use Notarized letter. Switching to a one proof of residency, this makes sense as well. Notarization is more formal and official than current requirement.

- **On Table C, add “and Guardianship documentation” to “**relationship to minor child must be established by government-issued birth certificate or court order, including but not limited to order of adoption.**

Reason for request: To be inclusive of foster kids and other minors who are in legal guardianship situation.

- **Enrolling Minors: Make adaptations to Tables A and C to allow enrollment of minors.**

Reason for request: There is no age limit on the HRC Community ID. As such, minors need to be able to access the ID card. Parents and guardians have a minor’s birth certificate. Minors rarely have other identification from Table A.

The Ordinance requires two or more documents from Table B to prove identity if presenting birth certificate for ID (see text below). The vast majority of minors will not have proofs from Table B due to their minor status. As such, request added wording in Tables A and C for minors where a parent or guardian listed on birth certificate or presenting proof of guardianship of the minor can prove their identity and residency in the

County per Tables requirements to prove the minor's residency in the County and that we accept birth certificate of minors as proof of identity (without requiring two additional documents from Table B).

From page 1 of Appendix of Ordinance:

Each document on Tables A & B has been assigned a point value to reflect its relative value as evidence of identity. To establish identity for the purposes of HRCC Chapter 13.04, the applicant must provide either:

- (1) Government-issued identifying documents from Table A with a total value of at least 300 points; or
- (2) (a) Two or more documents from Table B with a combined value of at least 300 points: PLUS
(b) Either:
 - (i) a government-issued birth certificate; OR
 - (ii) an expired government-issued ID from Table A.

APPENDIX

Criteria for Issuing a Community Identification Card.

In reviewing a Community ID application for approval, the administering agent shall determine if there is sufficient proof of identity and residency using the following methodology:

(1) Identity (*Name and Date of Birth*)

Tables A and **B** both set forth documents that may be used to establish identity.

Table A lists various pieces of government-issued identification that include: (A) the individual's legal name; (B) their date of birth; and (C) at least one physiological identifier such as a photo. The documents set forth here are generally considered conclusive evidence of identity.

Table B lists documents that provide evidence of identity but either (A) are not government-issued or (B) fail to include a date of birth or physiological identifier. These documents may be used in combination with a valid birth-certificate or an expired government-issued ID to establish identity under this chapter.

Each document on Tables A & B has been assigned a point value to reflect its relative value as evidence of identity. To establish identity for the purposes of HRCC Chapter 13.04, the applicant must provide either:

- (1) Government-issued identifying documents from Table A with a total value of at least 300 points; or
- (2)
 - (a) Two or more documents from Table B with a combined value of at least 300 points: PLUS
 - (b) Either:
 - (i) a government-issued birth certificate ~~(without physiological identifier)~~; OR
 - (ii) an expired government-issued ID from Table A.

(2) Residence

Table C lists documents that may be considered to establish residency in Hood River County. ~~One~~Each document ~~required has been assigned a point value to reflect its relative value~~ as evidence of residence ~~from Table C~~. To establish ~~residency~~identity for the purposes of HRCC Chapter 13.04, the applicant must provide ~~one~~ documents set forth in Table C ~~for~~with a total value of ~~at least~~ 300 points.

<p>TABLE A</p> <p>EVIDENCE OF IDENTITY</p> <p>Government-issued identifying documents</p> <p>Unless noted otherwise: DOCUMENTS <u>OTHER THAN BIRTH CERTIFICATES</u> MUST: Display an accurate photograph of applicant or another physiological identifier which confirms that the document was issued to the applicant.</p> <p><u>MINORS: Government issued Birth Certificate accepted without two additional documents from Table B. Instead, parent must show proof of identity per Tables requirements and match parent listed on Birth Certificate. Or guardian must show proof of identity per Table requirements and guardianship document, with minor's name matching.</u></p>	<p>Current ID. Currently valid or otherwise issued within prior 5 years.</p>	<p>Outdated ID. No longer valid but issued within prior 5 to 10 years.</p>
Government-issued Passport	300	100
U.S. Certificate of Citizenship & Naturalization	300	N/A
Government-issued driver license or ID card	300	100
Identifying documents issued by U.S. State Department or Department of Homeland Security (<i>Immigration and Customs Services</i>), such as: visas, DACA ID cards, permanent resident cards, and alien registration cards.	300	100
Identifying documents issued by U.S. Department of Defense; a U.S. military branch or the U.S. Coast Guard.	300	100
Criminal record check (AFIS) or Offender Tracking Information System record (OTIS) with photograph	300	100
OR/WA/NORCOR prisoner ID card	300	100
Government issued Birth Certificate containing/displaying physiological evidence of identity (e.g. finger print, foot print, etc.). Applicant must provide clear and convincing evidence that such identifier(s) match applicant.	300	N/A
Hood River County ID Card (Renewals only)	300	N/A

Table B ALTERNATIVE EVIDENCE OF IDENTITY Unless noted otherwise: DOCUMENTS MUST BE: (1) expressly issued/addressed to applicant; and (2) either: (a) have been issued no more than 60 30 days prior to application OR (b) be currently valid (e.g. Voter's Registration), including documents denoting a permanent status (e.g. Social Security Card, adoption order; military discharge, etc.). To satisfy this matrix, an applicant must provide: (1) two or more documents set forth below with a combined value of at least 300 points. PLUS (2) either: (a) Birth Certificate without physiological identifiers ; OR (b) Outdated document from Table A.		Points for Identity Points
Additional outdated documents from Table A	100	
<u>Record, correspondence or bill from a medical provider or institution</u>	100	
<u>Record/Correspondence from a federal/state agency (i.e. Department of Homeland Security, Internal Revenue Services, etc.)</u>	100	
U.S. Social Security Card	100	
U.S. Selective Service Card	100	
<u>Government issued U.S. Voter's Registration Card</u>	100	
Medicare, Medicaid or other public or private health insurance card	100	
Military discharge or separation documents (DD-214)	100	
U.S. marriage license or divorce decree	100	
Department of Humans Services forms 1-797, I-797A/B or I-797D	100	
Domestic adoption records	100	
Federal or state tax return	100	
Domestic court order establishing/verifying applicant's identity	100	
OR/WA driver's education certificate (applicants age 17 and under)	100	
Employment verification form (1-9)	100	
Notarized dDeclaration of a Hood River Co. resident, given under penalty of perjury, provided declarant's identity and residence are confirmed under the same methodology.	100	
Affidavit of a custodian of records for a local medical, mental health, dental or social services care provider, made under penalty of perjury.	100	
Photo ID issued by a domestic educational institution, trade union or employer.	100 75	
Criminal record check (AFIS) without a photograph	100 75	
Local property tax statement	100 75	
Current mortgage contract/payment records	100 75	
Lease or Sublease	100 75	
Financial record/statement issued by a domestic financial institution (e.g. checking account, credit card, car loan, 401(k), etc).	100 75	
Insurance policy/statement issued by a domestic insurance company	100 75	
Employment-related tax records (W-2, 1099R). (limit: 75 points)	100 75	
Employment Pay stubs (limit 50 point)	100 50	
Cable, phone, utility bill	100 50	
Record/Diploma/transcript from domestic educational institution	100 50	
Immunization registration	100 50	
Records/Correspondence issued by a domestic public or private agency providing government-funded social services to the public.	100 50	

Table C

Proof of Residency

Unless noted otherwise:

DOCUMENTS MUST:

Documents shall not qualify as evidence of residency unless:

- (1) Expressly identify applicant or, where applicable, the applicant's legally-recognized spouse* or minor child**.
- (2) Indicate applicant/spouse/child is physically residing in Hood River County.
- (3) Current for the purposes of establishing residency, as follows:
 - (a) Any license, permit, card, title or registration from Table A or B must be current and valid; no expired documents;
 - (b) Any lease or sublease from Table B must relate to an existing tenancy.
 - (c) Any financial or insurance documents from Table B must relate to a current, existing account or policy.
 - (d) All other documents must be either: (i) permanent/perpetual in nature (e.g. court order; adoption records; military discharge); or (ii) issued no less than 60~~30~~ days prior to application.

*relationship to spouse must be established by government-issued marriage license or court order.

** relationship to minor child must be established by government-issued birth certificate or court order, including but not limited to order of adoption, and guardianship documentation.

To satisfy this matrix, an applicant must provide one documents from this table ~~with a combined total value of at least 300 points.~~ MINORS: Proof of residency in the County can be accepted from parent or guardian as required in Tables, or a letter from the Hood River County School District addressed "To the parents of [student's name] with physical address in the County.

Points

Any applicable document listed in Tables A or B that expressly states the applicant's current local address, provided document is "current" under this section/table.	Point value as set in Tables A & B.
Oregon title/registration: vehicle; manufactured home in name of applicant or spouse	10
Record/Correspondence issued by local educational institution indicating current enrollment of applicant's minor child.	50
Record/Correspondence issued by local medical care provider concerning applicant's minor child.	50
U.S. Postal Service change of address receipt.	50
Local property tax statement in name of applicant's spouse; current mortgage contract/payment records	50
Lease or Sublease in name of applicant's spouse	50
Mortgage account/statement in name of applicant's spouse	50

County Ordinance #362 with the
Proposed Amendments to the Appendix
& Tables Incorporated

BEFORE THE BOARD OF COMMISSIONERS
HOOD RIVER COUNTY, OREGON

IN THE MATTER OF AMENDING THE)
HOOD RIVER COUNTY CODE BY)
ADDING A NEW CHAPTER 13.04 AND) Ordinance No. 362
ESTABLISHING A COMMUNITY)
IDENTIFICATION CARD PILOT PROGRAM)

WHEREAS, many residents of Hood River County lack a valid form of official identification—including immigrants, the indigent, the homeless, the elderly, foster youth, and survivors of domestic violence—which restricts access to law enforcement, financial institutions, jobs, housing, education, healthcare services, social services, and other vital aspects of civic, cultural, and economic life; and

WHEREAS, Hood River County is an increasingly popular destination for recreational travelers and tourists, with an accompanying increased cost of living, and some similarly popular travel destinations offer privileges and benefits to locals to connect residents to businesses and engage a proud citizenry; and

WHEREAS, the 2017 Regional Gorge Community Health Improvement Plan prioritized the strengthening of sense of community as a driver of health and wellbeing, measured by feelings of belonging, safety, and trust; and

WHEREAS, the County desires to create a reliable form of official identification that is available to all residents of the County that will unify the Hood River County community, make it safer and more secure, benefit the local economy, and facilitate participation in public and private county activities and civic life; and

WHEREAS, a community identification card that is available to all residents will strengthen the sense of community, provide access to vital goods and services, increase participation in health and human services, improve reporting of crime and concerns to law enforcement and other public officials, advance community disaster readiness, and make it easier for all residents to participate in local and regional commerce; and

WHEREAS, the County desires and anticipates that the Community Identification Card Program will be administered and operated by a third party, in compliance with the requirements set forth in this Chapter, at no net cost to the County; and

WHEREAS, individuals who live in a socially connected community with a sense of security, belonging, and trust, have better psychological, physical, and behavioral health, and are more likely to thrive; and

WHEREAS, funds are currently available through private sources to fund a pilot program to license the issuance of Community Identification Cards at little or no additional cost to the County; and

WHEREAS, the County finds it is in the best interests of the public health, safety, and welfare of Hood River County that a pilot program be created to make Community Identification Cards available to all residents.

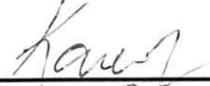
NOW, THEREFORE, IT IS HEREBY ORDAINED, that Hood River County Ordinance No. 362 is adopted as Chapter 13.04 of the Hood River County Code as per the attached.

Adopted this 18 day of June 2018.

HOOD RIVER COUNTY
BOARD OF COMMISSIONERS



Ron River, Chair



Karen Joplin, Commissioner



Rich McBride, Commissioner



Robert Benton, Commissioner



Les Perkins, Commissioner

TITLE 13

Chapter 4

COMMUNITY IDENTIFICATION CARD PROGRAM

- 13.04.005 Definitions.
- 13.04.015 Purpose; Limitations.
- 13.04.025 Authority.
- 13.04.035 Administration.
- 13.04.045 Eligibility; Application.
- 13.04.055 Fees.
- 13.04.065 Identification Cards; design and construction.
- 13.04.075 Proof of Identity.
- 13.04.085 Proof of Residency.
- 13.04.087 Examination; Evaluation.
- 13.04.095 Confidentiality.
- 13.04.105 Use of Community Identification Card.
- 13.04.115 Violations.
- 13.04.125 Enforcement.
- 13.04.135 Nonexclusive Penalty.
- 13.04.145 Severability.
- 13.04.155 Sunset.

13.04.005 Definitions

- (1) “Administering Agency” means any county department or third-party contractor designated by the County to administer this Chapter.
- (2) “Applicant” means an individual applying for a Community Identification Card.

- (3) “Board” means the Board of Commissioners of Hood River County.
- (4) “Community Identification Card” or “Community ID” means an identification card issued under this Chapter by Hood River County.
- (5) “County” means Hood River County, Oregon.
- (6) “County Administrator” means the Hood River County Administrator or the administrator’s designee.
- (7) “County Officer” means the county administrator, department head, or other duly authorized county employee.
- (8) “Domestic” means originating in or issued by the United States or a U.S. state, territory or tribe.
- (9) “Government-issued” means issued by:
 - (a) The United States;
 - (b) U.S. state, territory or tribe or political subdivision thereof; or
 - (c) A sovereign foreign government or recognized political subdivision thereof, including but not limited to states, territories, provinces, cities and counties.
- (10) “Identity” means an individual’s legal name and date of birth.
- (11) “Identifying documents” means a government-issued document that states both an individual’s name and date of birth.
- (12) “Pertinent” means specifically relevant or applicable to a determination of one’s identity or residency.
- (13) “Physiological identifier” means a photograph, finger/foot print or other record of distinctive observable characteristics used to describe and differentiate an individual.
- (14) “Resident” means an individual who demonstrates proof of residency within Hood River County pursuant to Section 4 of this Chapter.

13.04.015 Purpose; Limitations

(1) The purpose of this chapter and the *Hood River Community ID Pilot Program* is to establish a pilot program to provide a form of official personal identification to all Hood River County residents.

(2) Except as set forth in this Chapter, the County does not otherwise warrant or guarantee:

(a) the identity of Community ID cardholders; or

(b) against any acts, criminal or otherwise, committed by an individual while possessing or using a Community Identification Card.

(3) The adoption of the Community ID Pilot Program does not waive any protection or immunity afforded to the County under federal, state, or local law.

13.04.025 Authority

(1) The County is authorized to license the issuance of Community Identification Cards to residents of Hood River County in accordance with this chapter.

(2) The authority granted under this chapter shall terminate December 31, 2021, unless specifically extended by ordinance.

(2) The Board may suspend the Community Identification Pilot Program at its discretion.

(3) The Board shall suspend the Community Identification Pilot Program if there are insufficient funds available through private sources to adequately fund the pilot program.

13.04.035 Administration

(1) The County may contract with a third-party administering agency to manage and operate the Community ID program in accordance with this chapter.

(2) The administering agency shall provide an annual report to the Board on the Community ID Program.

13.04.045 Eligibility; Application

(1) Community ID cards shall be available to individuals who have resided within the limits of Hood River County for at least sixty (60) consecutive days and can provide clear and convincing proof of identity and residency under the provisions of this chapter.

(2) No person shall be denied a Community ID card based on their race, color, religion, gender, sexual orientation, national origin, citizenship status, marital or partnership status, disability, housing status, or criminal record.

(3) To receive a Community Identification Card, a qualified resident may:

(a) Apply to the Community ID program administrator; and

(b) Provide clear and convincing proof, as set forth in this chapter, of the applicant's:

(i) Identity; and

(ii) Residency; and

(c) Pay any applicable fee.

(4) All applicants under this section shall be provided an option under ORS 192.368 to request in writing that their home address, personal telephone number and electronic mail address not be disclosed in response to a public records request (ORS 192.311 to 192.478).

13.04.055 Fees

(1) The County may charge a reasonable fee to issue a Community Identification Card. Fees established pursuant to this chapter shall be incorporated in the Hood River County Fee Schedule and, as such, shall be subject to annual review and amendment.

(2) The County may authorize a third-party administering agency to retain some or all fees collected under this section as consideration and compensation for administering the community ID program.

13.04.065 Identification Cards; Design and Construction

Community Identification Cards shall be designed and constructed:

- (1) To clearly display:
 - (a) The cardholder's full name;
 - (b) A current photograph of the cardholder;
 - (c) The cardholder's date of birth;
 - (d) The cardholder's address;
 - (e) An Identification card number (i.e. serial number);
 - (f) Expiration date; and
 - (g) The official seal of Hood River County.
- (2) In a manner to deter fraud, protect against counterfeit reproduction, and protect the public safety.

13.04.075 Proof of Identity

The following documents and information may be considered evidence of the identity of an applicant for a Community ID Card:

- (1) Certificates, licenses, permits, passports, visas, statements, assessments, tax forms, administrative and court orders and pertinent correspondence issued by an official, department or agency of:
 - (a) The U.S. federal government;
 - (b) A foreign government;
 - (c) Any U.S. state, territorial or tribal government.
- (2) Statements, records, membership or identification cards, contracts or pertinent correspondence issued within 6 months of the application by:
 - (a) An educational institution;
 - (b) A medical service provider;
 - (c) A U.S. financial institution;
 - (d) A U.S. insurance company;

- (e) The applicant's current or former employer;
 - (f) A trade union registered with the U.S. Department of Labor.
- (3) A written declaration, given subject penalty of perjury, from anyone having resided in Hood River County for at least five (5) consecutive years immediately prior to the date of application.

13.04.085 Proof of Residency

- (1) The following documents and information may be considered proof of the residency of an applicant for a Community ID Card:
- (a) All pertinent evidence of identity under Section 13.04.075.
 - (b) Contracts, mortgages, leases, statements, bills or receipts issued by:
 - (i) A mortgage lender;
 - (ii) Landlord; or
 - (iii) Utility service (gas, electric, phone, etc.).
 - (c) Written declarations, given subject penalty of perjury, from:
 - (i) An officer or duly authorized administrator of a non-governmental social services provider confirming that the applicant has received services within the prior sixty (60) days; or
 - (ii) Any person who has lived in the same Hood River County household with an applicant for at least sixty consecutive (60) days prior to the date of application, provided the declarant presents documentation sufficient under this chapter to verify the declarant's own identity and residency.
- (2) Applicants may present a residency credential that lists their spouse or domestic partner's name together with documented proof of their relationship as evidenced by:
- (a) A certificate of marriage, partnership or union;
 - (b) A domestic partnership agreement;

- (c) A birth certificate or child custody order identifying the applicant and partner as the parents of a minor child.

13.04.087 Examination; Evaluation

- (1) The administering agency shall thoroughly examine each ID card application pursuant to the provisions of this chapter and any other applicable law, rule or regulation.
- (2) The administering agency shall only issue cards to Hood River County residents who provide clear and convincing evidence of their identity and residence by satisfying the criteria set forth in Appendix A, incorporated and adopted herein.
- (3) In reviewing documents submitted with any application for an ID card under this chapter, the administering agency shall consider the following factors in determining the document's authenticity and relevance:
 - (a) The identity, nature and purpose of the purported issuer;
 - (b) The relative age of the document;
 - (c) Objective accuracy of the information contained or displayed;
 - (d) Identifying characteristics of known examples of its kind;
 - (e) Physical appearance and condition of document; evidence of alterations or tampering;
 - (f) Supporting documentation (e.g. relevant correspondence, receipts, etc.);
 - (g) Any other material information that is directly relevant to the document's authenticity or relevance.

13.04.095 Confidentiality

- (1) The County shall not copy, record or retain any documents or records provided in support of an application for a Community Identification Card.
- (2) The County shall not disclose personal information or data obtained from an applicant unless:

- (a) Disclosure is required by law; or
 - (b) The applicant provides the County written authority to disclose the information sought, or the applicant's parent or legal guardian if the applicant is a minor.
- (3) Any information disclosed under this Subsection 2 shall be limited to the specific information requested or authorized.

13.04.105 Use of Community Identification Card

- (1) Except where prohibited, the County, its officers, employees, and agents shall accept a duly issued Community Identification Card, as a valid form of identification.
- (2) Third-parties may, at their own discretion:
- (a) Voluntarily accept Community Identification Cards as a form of identification; and
 - (b) Offer benefits and privileges to cardholders.
- (3) Nothing in this section shall require acceptance of a Community Identification Card if there are reasonable grounds to believe:
- (a) The holder or presenter of the card is not the person to whom the Community Identification Card was issued.
 - (b) The card presented is counterfeit, forged, or unlawfully altered.
- (4) A Community Identification Card shall not be considered a valid form of identification for state or federal governmental purposes

13.04.115 Violations

- (1) A person shall be guilty of the civil violation of Fraudulent use of a Community ID if the person, with the intent to deceive or to defraud:
- (a) Obtains, possesses, creates, utters or converts to the person's own use:
 - (i) A false or forged Community ID Card; or
 - (ii) A Community ID Card issued to another person; or

(b) Alters, copies, or replicates a Community Identification Card.

(2) A person shall be guilty of the civil violation of Fraudulent ID Card Application if the person, knowingly provides false information or materials to the Administering Agency in support of an application.

(3) A person shall be guilty of the civil violation of Submitting a Fraudulent Declaration, if the person, knowingly provides false information in a declaration given under Section 13.04.085 in support of a third-party's application for Community Identification Card.

(4) All violations under this chapter shall be a Class II County Violation, subject to a penalty of not more than \$1,000, pursuant to HRCC Chapter 1.08.

13.04.125 Enforcement

Violations under this Chapter shall be enforced pursuant to Chapter 1.08 of the Hood River County Code.

13.04.135 Nonexclusive Penalty

Nothing in this chapter shall limit the authority of the County or the State to pursue any other applicable civil claim or criminal charge. Civil penalties under this chapter may be imposed in addition to other civil or criminal penalties.

13.04.145 Severability

All provisions of this Chapter are severable. If any provision of this Chapter is held to be unlawful or unenforceable by any court of competent jurisdiction, the remainder of this entire Chapter shall remain in full force and effect.

13.04.155 Sunset

The sections, subsections and provisions of this chapter shall extinguish on December 31, 2021, unless specifically extended by ordinance.

Appendix

Criteria for Issuing a Community Identification Card.

In reviewing a Community ID application for approval, the administering agent shall determine if there is sufficient proof of identity and residency using the following methodology:

(1) Identity (Name and Date of Birth)

Tables A and **B** both set forth documents that may be used to establish identity.

Table A lists various pieces of government-issued identification that include: (A) the individual's legal name; (B) their date of birth; and (C) at least one physiological identifier such as a photo. The documents set forth here are generally considered conclusive evidence of identity.

Table B lists documents that provide evidence of identity but either (A) are not government- issued or (B) fail to include a date of birth or physiological identifier. These documents may be used in combination with a valid birth-certificate or an expired government-issued ID to establish identity under this chapter.

Each document on Tables A & B has been assigned a point value to reflect its relative value as evidence of identity. To establish identity for the purposes of HRCC Chapter 13.04, the applicant must provide either:

(1) Government-issued identifying documents from Table A with a total value of at least 300 points; **or**

(2) Two or more documents from Table B with a combined value of at least 300 points: **Plus**

Either:

(a) a government-issued birth certificate; **or**

(b) an expired government-issued ID from Table A.

(2) Residence

Table C lists documents that may be considered to establish residency in Hood River County. To establish residency for the purposes of HRCC Chapter 13.04, the applicant must provide one document set forth in Table C for a total value of 300 points.

Table A Evidence of Identity Government-issued identifying documents Unless noted otherwise documents other than birth certificates must: Display an accurate photograph of applicant or another physiological identifier which confirms that the document was issued to the applicant. Minors: Government issued Birth Certificate accepted without two additional documents from Table B. Instead, parent must show proof of identity per Tables requirements and match parent listed on Birth Certificate. Or guardian must show proof of identity per Table requirements and guardianship document, with minor's name matching.	Current ID. Currently valid or otherwise issued within prior 5 years.	Outdated ID. No longer valid but issued within prior 5 to 10 years.
Government-issued Passport	300	100
U.S. Certificate of Citizenship & Naturalization	300	N/A
Government-issued driver license or ID card	300	100
Identifying documents issued by U.S. State Department or Department of Homeland Security (Immigration and Customs Services), such as: visas, DACA ID cards, permanent resident cards, and alien registration cards.	300	100
Identifying documents issued by U.S. Department of Defense; a U.S. military branch or the U.S. Coast Guard.	300	100
Criminal record check (AFIS)	300	100
OR/WA/NORCOR prisoner ID card	300	100
Government issued Birth Certificate	300	N/A
Hood River County ID Card (Renewals only)	300	N/A

<p>Table B</p> <p style="text-align: center;">Alternative Evidence of Identity</p> <p>Unless noted otherwise documents must be:</p> <p>(1) Expressly issued/addressed to applicant; and</p> <p>(2) Either:</p> <p style="padding-left: 20px;">(a) Have been issued no more than 60 days prior to application; or</p> <p style="padding-left: 20px;">(b) Be currently valid (e.g. Voter's Registration}, including documents denoting a permanent status (e.g. Social Security Card, adoption order; military discharge, etc.).</p> <p>To satisfy this matrix, an applicant must provide:</p> <p>(1) Two or more documents set forth below with a combined value of at least 300 points. Plus</p> <p>(2) Either:</p> <p style="padding-left: 20px;">(a) Birth Certificate; or</p> <p style="padding-left: 20px;">(b) Outdated document from Table A.</p>	<p style="text-align: center;">Points for Identity</p>
Additional outdated documents from Table A	100
Record, correspondence or bill from a medical provider or institution	100
Record/Correspondence from a federal/state agency (i.e. Department of Homeland Security, Internal Revenue Services, etc.)	100
U.S. Social Security Card	100
U.S. Selective Service Card	100
Government issued Voter's Registration Card	100
Medicare, Medicaid or other public or private health insurance card	100
Military discharge or separation documents (DD-214)	100
U.S. marriage license or divorce decree	100
Department of Humans Services forms 1-797, I-797A/B or I-797D	100
Domestic adoption records	100
Federal or state tax return	100
Domestic court order establishing/verifying applicant's identity	100
OR/WA driver's education certificate (applicants age 17 and under)	100
Employment verification form (1-9)	100
Notarized declaration of a Hood River Co. resident	100
Affidavit of a custodian of records for a local medical, mental health, dental or social services care provider, made under penalty of perjury.	100
Photo ID issued by a domestic educational institution, trade union or employer.	100
Criminal record check (AFIS) without a photograph	100
Local property tax statement	100
Current mortgage contract/payment records	100
Lease or Sublease	100
Financial record/statement issued by a domestic financial institution (e.g. checking account, credit card, car loan, 401(k), etc.)	100
Insurance policy/statement issued by a domestic insurance company	100
Employment-related tax records (W-2, 1099R)	100
Employment Pay stubs	100
Cable, phone, utility bill	100
Record/Diploma/transcript from domestic educational institution	100
Immunization registration	100
Records/Correspondence issued by a domestic public or private agency providing government- funded social services to the public.	100

Table C

Proof of Residency

Unless noted otherwise documents shall not qualify as evidence of residency unless:

- (1) Expressly identify applicant or, where applicable, the applicant's legally-recognized spouse* or minor child**.
- (2) Indicate applicant/spouse/child is physically residing in Hood River County.
- (3) Current for the purposes of establishing residency, as follows:
 - (a) Any license, permit, card, title or registration from Table A or B must be current and valid; no expired documents;
 - (b) Any lease or sublease from Table B must relate to an existing tenancy.
 - (c) Any financial or insurance documents from Table B must relate to a current, existing account or policy.
 - (d) All other documents must be either: (i) permanent/perpetual in nature (e.g. court order; adoption records; military discharge); or (ii) issued no less than 60 days prior to application.

*relationship to spouse must be established by government-issued marriage license or court order.

** relationship to minor child must be established by government-issued birth certificate or court order, including but not limited to order of adoption, and guardianship documentation.

To satisfy this matrix, an applicant must provide one document from this table.

Minors: Proof of residency in the County can be accepted from parent or guardian as required in Tables, or a letter from the Hood River County School District addressed "To the parents of [student's name]" with physical address in the County.

Any applicable document listed in Tables A or B that expressly states the applicant's current local address, provided document is "current" under this section/table.

Oregon title/registration: vehicle; manufactured home in name of applicant or spouse.

Record/Correspondence issued by local educational institution indicating current enrollment of applicant's minor child.

Record/Correspondence issued by local medical care provider concerning applicant's minor child.

U.S. Postal Service change of address receipt.

Local property tax statement in name of applicant's spouse; current mortgage contract/payment records.

Lease or Sublease in name of applicant's spouse.

Mortgage account/statement in name of applicant's spouse.



Hood River County Forestry Department

918 18th Street, Hood River, OR 97031

Douglas M. Thiesies, County Forest Manager
TEL (541) 387-6888

To: Hood River County Board of Commissioners

From: Douglas M. Thiesies, Director, County Forestry Department

Date: April 30, 2020 (for May 18th, 2020 Public Hearing)

RE: Forest Land Lease and Easement for Crystal Springs Water District South Reservoir site.

I. Background:

A. Request: A lease of approximately 1.24 acres of county forestland for use by Crystal Springs Water District as a water reservoir site near the end of Dog River Road and access and utility easements to accommodate the use. The primary reason for this request is to provide Crystal Springs Water District the ability to provide storage for the south half of the district and meet needs identified in the CSWD 20-year Master Plan. The Hood River County Board of Commissioners (BOC) has expressed general support of Crystal Springs in improving water storage in their service area.

The proposed lease will compensate the County for use of land and timberland productivity that the public will forego due to the water district use of the County forestland. Since 2018, the Forestry Director has worked with Crystal Springs to develop an alternative that would meet the needs of Crystal Springs and the County. In April 2019, Crystal Springs Water District signed an understanding and terms letter outlining conditions for a proposed lease and easement arrangement with the County. Next, lease and easement documents were prepared and reviewed by County Counsel. At the January 21, 2020 Board of Commissioner meeting, the BOC set a hearing date for March 16, 2020, at 6pm or soon thereafter, to consider a Lease and Easement proposal with Crystal Springs Water District. Due to COVID-19 public safety measures the meeting was rescheduled for May 18th, 2020. The water reservoir lease and easement proposal would alienate approximately 3.5 acres of designated county forest and is subject to the requirements of ORS 275.330.

- B. Location: The Property proposed for alienation by lease and easement is located South of Dog River Road. The affected parcel is further described below:

Property proposed for Lease to Crystal Springs Water District:

T1S, R10E, 20, Portion of Tax Lot 200, approximately 1.24 Acres

T1S, R10E, 21, Portion of Tax Lot 400

- C. Zoning: T1S, R10E, 20, Portion of Tax Lot 200 is zoned F1. Unimproved.
T1S, R10E, 21, Portion of Tax Lot 400 is zoned F2. Unimproved.

- D. Current Use: Property currently used as timberland.

- E. Staff Attachments:

Exhibit A- Terms Letter

Exhibit B –Lease & Easement Document w/exhibits.

Exhibit C- Notice of Hearing

II. Findings of Fact and Conclusions of Law:

Alienation of County Forest Land is governed by ORS 275.330.

In general, alienation proceedings must be heard by the Board of Commissioners acting in a quasi-judicial capacity, following due notice published for two consecutive weeks in a newspaper circulated generally in the county describing the property affected. ORS 275.330(2).

Before making an Order for alienation of county forest, the Board of Commissioners must conduct a hearing at which objections to the proposed alienation may be heard. ORS 275.330(3). The Board must make a determination that the alienation is in the best interests of the public. ORS 275.330(2).

A. Procedural Requirements.

1. Notice of Hearing. ORS 275.330(2). The Notice of Hearing describing the property to be alienated, applicable approval criteria, hearing date, location and time was published in the Columbia Gorge News on the 6th and 13th of May 2020. In addition, the County mailed the Notice of Hearing to requesting agencies and landowners owning property within approximately 1500 feet of the project. (See Exhibit C).

2. Quasi-Judicial Hearing. The Board of Commissioners will conduct the hearing as an adjudicative matter, acting in a quasi-judicial capacity. All documents submitted for the BOC's consideration have been made available to the public, including this staff report and exhibits, and to the extent applicable, the hearing will be conducted pursuant to the hearing procedures set forth in ORS 197.763 and Section 6.D.40 of the Hood River County Administrative Code for quasi-judicial hearings.

3. Order Authorizing Alienation. ORS 275.330 (3). Following conclusion of the hearing and deliberations, if the Board determines the alienation is in the best interest of the County, an Order shall be made to authorize the alienation and utilize the funds for future acquisition of lands. The Order authorizing the alienation will be subject to review by the Circuit Court under writ of review requirements set forth in ORS Chapter 34.

B. Substantive Approval Criteria.

1. Best interest of the public. The lease payment amount was derived by comparing current utility lease rates of other County Forest properties, timber growth value of the 1.24 acres of designated county forest and considering benefits of fire emergency water access at the site.

After negotiation, Crystal Springs Water District agreed to the lease terms outlined in the letter dated April 22nd, 2019. (Exhibit A) The lease payments will allow the County to acquire additional lands with the revenue and offset loss of timber revenue from the 1.24 acres and associated easements.

This alternative also accommodates general BOC support for the Crystal Springs Water District project to facilitate a water reservoir and improve delivery limitations in the Parkdale area which includes commercial, industrial and residential use.

Based on the foregoing considerations, Forestry believes the proposed alienation is in the best interests of the County since it provides consideration to the County for the Forestland alienation, timber growth value, provides access to fire emergency water and accommodates a BOC supported water improvement project for the South half of the Crystal Springs Water District.

III. Recommendation:

Based upon the above Findings of Fact and Conclusions of Law, the County Forestry Director hereby recommends that the Board of Commissioners approve the proposed alienation of designated county forest and the signing of the lease and easement documents provided and direct legal counsel to enter an Order finding that the alienation is in the best interest of the public, as set forth herein.



Crystal Springs Water District

Domestic Water System

PO Box 186 / 3006 Chevron Drive Odell, Oregon 97044 Phone:(541)354-1818

Doug Thiesies
Forest Manager
Hood River County
918-18th St.
Hood River, OR 97031

RE: Letter of Understanding for lease of Hood River county forest lands.

Dear Mr. Thiesies:

Below are the terms we have discussed. Upon approval of a lease and these terms by our respective Boards, Crystal Springs Water District will continue to develop a reservoir and access road on Hood River County Forest land at the location we have discussed.

Terms:

- Hood River County will grant Crystal Springs a pipeline and road easement total width and length to be determined. Crystal Springs to provide a survey of final locations.
- Lease terms for approximately 1.7 acres to be 99 years at \$350.00 per month adjusted annually, in relations to any change in inflation as established by Seattle Washington CPI-U or comparable escalation index if the future CPI-U calculation is revised by the Bureau of Labor and Statistics. Escalation shall commence on December 31, 2019. Lease payment shall be made annually beginning on the first month of the lease period and continued each January thereafter. Payment shall be prorated on a monthly basis for the first year.
- Both parties shall limit motorized public access to the reservoir site with road gates.
- Crystal Springs will supply emergency water service at the reservoir site.
- Crystal Springs Water District, if not already done by Hood River County, will clear deck logs to specifications set by the forestry department.

A handwritten signature in black ink, appearing to be "D. Thiesies", written over a horizontal line.

Doug Thiesies
Forest Manager
Hood River County
918-18th St.
Hood River, OR 97031

4-22-19

A handwritten signature in black ink, appearing to be "Frederick W. Schatz", written over a horizontal line.

Frederick W. Schatz
Superintendent
Crystal Springs Water District
P.O. Box 186
Odell, OR 97031

LEASE

Date: _____

Between: Hood River County, a Home Rule County ("Lessor")
601 State Street
Hood River, OR 97031

And: Crystal Springs Water District, an Oregon Special District ("Lessee")
3006 Chevron Drive / PO Box 186
Odell, OR 97044

Lessor hereby leases to Lessee and Lessee leases from Lessor the following real property (the "Premises") owned by Lessor and legally described and set forth as "Parcel 4 – Lease Parcel" in Exhibit A attached hereto.

As part of the consideration for this lease, Lessor shall also grant certain non-exclusive access and utility easements to Lessee over, under and across other land owned by Lessor, for Lessee's use in connection with Lessee's use of the Premises. The easement parcels are also legally described on Exhibit A hereto as follows:

- PARCEL 1 – Access, Utility, Slope & Drainage
- PARCEL 2 – Slope and Drainage Easement
- PARCEL 3 – Waterline Easement

Exhibit B hereto is a map illustrating and delineating the Premises and easement areas. The easements granted by Lessor shall be in the form attached hereto as exhibit C. and shall be executed and recorded by the parties upon execution of this lease.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall commence _____, and continue for a period of ninety-nine (99) years through _____, unless sooner terminated as hereinafter provided.

1.2 Possession. Lessee's right to possession and obligations under the lease shall commence following entry of the Order pursuant to ORS 275.330.

Section 2. Rent

2.1 Rent. During the term, Lessee shall pay to Lessor as rent the sum of \$350.00 per month (\$4200 per year). Rent shall be payable on the first day of January each year in advance at such place as may be designated by Lessor except that rent for the first year shall be prorated based on the date of lessee's right to possession as stated above, and paid upon the execution of this lease, and Lessor acknowledges receipt of this sum.

2.2 Escalation. The base rent provided in Section 2.1 shall be increased in the month of January each year commencing January 2021, by a percentage equal to the percentage change in the Consumer Price Index, if any, published by the United States Bureau of Labor Statistics of the United States Department of Labor. Comparisons shall be made using the index for the City of Seattle, Washington CPI-U, or the nearest comparable data on changes in the cost of living if such index is no longer published.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used as a reservoir site, access road, waterline, utilities and associated facilities (herein "Lessee's infrastructure") to be constructed by Lessee and utilized as part of Lessee's domestic water supply district pursuant to ORS Chapter 264, and for no other purpose without the consent of Lessor, which consent shall not be withheld unreasonably.

3.1(a) During construction of Lessee's infrastructure, Lessee shall clear and deck logs cut to specifications set by the forestry department if not already done by Lessor.

3.1(b) Lessor will have the right to use the access road constructed by Lessee in such manner as not to damage Lessee's infrastructure. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the other. Lessee shall be responsible for the maintenance and repair of the access road.

3.1(c) Lessee shall supply Lessor with emergency water from Lessee's reservoir on the same rates, terms and conditions as other customers of Lessee.

Section 4. Repairs and Maintenance

4.1 Lessor's Obligations. Lessor shall be under no obligation to make or perform any repairs, maintenance, replacements, alterations, or improvements on the Premises or to Lessee's infrastructure.

4.2 Lessee's Obligations. Lessee, at its expense, shall keep the Premises in good repair, operating condition, working order, and appearance.

Section 5. Insurance

5.1 Insurance Required.

5.1.1 Property. Lessee shall keep the Premises insured at Lessee's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Lessee shall also bear the expense of any insurance insuring the property of Lessee on the Premises against such risks.

5.1.2 Liability. Lessee further agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Lease, at levels necessary to protect against public body liability. This Lease is expressly subject to the tort limits and provisions of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

5.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in

the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 6. Utilities

6.1 Payment of Utilities Charges. Lessee shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises.

Section 7. Eminent Domain

7.1 If a condemning authority takes all of the Premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use that Lessee was then making of the premises, the lease shall terminate as of the date the title vests in the condemning authorities. The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Premises.

7.2 Sale in Lieu of Condemnation. Sale of all or part of the premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 7 as a taking by condemnation.

Section 8. Liability and Indemnity

8.1 Liens

(1) Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens.

(2) Lessee may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Lessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within 30 days after knowledge of the filing, secure the discharge of the lien or deposit with Lessor cash or sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

8.2 Indemnification. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, Lessee agrees to hold harmless, defend, and indemnify Lessor, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney's fees and costs) arising out of or related to any activity of Lessee on the Premises or any condition of the Premises in the possession or under the control of Lessee where the loss or claim is attributable to the negligent acts or omissions of Lessee. Nothing contained herein is intended to limit the remedy, if any, of Lessor against Lessee, including claims under subrogation agreements with the Lessee's insurance carrier, to recover damages to property or injury to persons caused by Lessee's negligence.

Section 9. Quiet Enjoyment

9.1 Lessor's Warranty. Lessor warrants that it is the owner of the Premises and easement parcels and has the right to lease and grant easements to them. Lessor will defend Lessee's right to quiet enjoyment of the Premises and easement parcels from the lawful claims of all persons during the lease term.

Section 10. Assignment and Subletting

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Lessor which shall not be unreasonably withheld. No consent in one instance shall prevent the provision from applying to a subsequent instance. Lessor shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstances.

Section 11. Default

The following shall be events of default:

11.1 Default in Rent. Failure of Lessee to pay any rent or other charge within 30 days after written notice that it is due.

11.2 Default in Other Covenants. Failure of Lessee to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 60 days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 60-day period, this provision shall be complied with if Lessee begins correction of the default within the 60-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

Section 12. Remedies on Default

12.1 Termination. In the event of a default the lease may be terminated at the option of Lessor by written notice to Lessee.

Section 13. Surrender at Expiration

13.1 Upon expiration of the lease term or earlier termination on account of default, Lessee shall surrender the Premises to Lessor. Lessee shall promptly decommission and remove its facilities and related equipment from the Premises to a depth of three (3) feet, and repair and restore the surface of the Premises, excepting ordinary wear and tear. Should this situation occur during the winter season, the restoration may commence at the start of weather permissible to commercially reasonable workmanship. Such time period shall be mutually agreed upon. In the event that Lessee's facilities and related equipment are not removed to commercially reasonable standards, they shall be deemed abandoned and become the property of the Lessor, and Lessee shall have no further rights thereto. In the event that Lessee's facilities and related equipment are not removed to commercially reasonable standards, Lessor shall have the option to fully decommission the facilities, have them removed, and repair and restore the Premises, excepting ordinary wear and tear, and collect the cost of such restoration from the Lessee.

13.2 Holdover

(1) If Lessee does not vacate the Premises at the time required, Lessor shall have the option to treat Lessee as a Lessee from month to month, subject to all of the provisions of this lease except the provisions for term or to eject Lessee from the Premises and recover damages caused by wrongful holdover.

(2) If a month-to-month tenancy results from a holdover by Lessee under this Section 13.2, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given not less than 10 days prior to the termination date which shall be specified in the notice. Lessee waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 14. Miscellaneous

14.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

14.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

14.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

14.4 Succession. Subject to the above-stated limitations on transfer of Lessee's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

14.5 Recordation. Upon request by Lessee, Lessor shall execute and acknowledge a memorandum of this lease in a form suitable for recording, and Lessee may record the memorandum.

14.6 Entry for Inspection. Lessor shall have the right to enter upon the Premises at any time to determine Lessee's compliance with this lease.

14.7 Interest on Rent and Other Charges. Any rent or other payment required of Lessee by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of 9% per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid.

14.8 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent

shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Lessee or paid on its account.

14.9 Time of Essence. Time is of the essence of the performance of each of Lessee's obligations under this lease.

Section 15. Dispute Resolution

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

LESSOR:
Hood River County

LESSEE:
Crystal Springs Water District

By:

By:

EXHIBIT "A"

Crystal Springs Water District
 Hood River, OR 97031
 Job No.: 18877
 February 7, 2020

Parcel 1 – Access, Utility, Slope, & Drainage

A parcel of land for the purpose of access, utilities, slopes and drainage lying in the Northeast one-quarter of Section 20, Township 1 South, Range 10 East, and the Northwest one-quarter, Section 21, Township 1 South, Range 10 East, of the Willamette Meridian, Hood River County, Oregon; said parcel being that portion of land being fifty feet wide, lying twenty-five feet either side of construction centerlines "A", "B", and "C", construction centerlines being more particularly described as follows:

Construction Centerline Alignment "A"

Commencing at the Northwest corner of Section 21, Township 1 South, Range 10 East, Willamette Meridian, thence North $66^{\circ}42'22''$ East, 12.92 feet to the Point of Beginning; thence South $1^{\circ}28'16''$ West, 312.87 feet to a point of curvature; thence along a curve concave to the east having a radius of 350.00 feet and through a central angle of $27^{\circ}24'00''$ (chord bearing South $12^{\circ}13'44''$ East, 165.79 feet) and an arc length of 167.38 feet; thence South $25^{\circ}55'45''$ East, 34.69 feet to a point of curvature; thence along a curve concave to the northeast having a radius of 200.00 feet and through a central angle of $5^{\circ}56'26''$ (chord bearing South $28^{\circ}53'58''$ East, 20.73 feet) and an arc length of 20.74 feet; thence South $31^{\circ}52'11''$ East, 67.26 feet to a point of curvature; thence along a curve concave to the northeast having a radius of 200.00 feet and through a central angle of $2^{\circ}14'39''$ (chord bearing South $32^{\circ}59'30''$ East, 7.83 feet) and an arc length of 7.83 feet; thence South $34^{\circ}06'50''$ East, 27.39 feet to a point of curvature; thence along a curve concave to the southwest having a radius of 108.00 feet and through a central angle of $33^{\circ}05'38''$ (chord bearing South $17^{\circ}34'01''$ East, 61.52 feet) and an arc length of 62.38 feet; thence South $1^{\circ}01'12''$ East, 3.89 feet to a point of curvature; thence along a curve concave to the west having a radius of 340.00 feet and through a central angle of $20^{\circ}56'25''$ (chord bearing South $9^{\circ}27'01''$ West, 123.57 feet) and an arc length of 124.26 feet; thence South $19^{\circ}55'13''$ West, 54.00 feet to a point of curvature; thence along a curve concave to the east having a radius of 560.00 feet and through a central angle of $21^{\circ}55'34''$ (chord bearing South $8^{\circ}57'26''$ West, 213.00 feet) and an arc length of 214.30 feet; thence South $2^{\circ}00'21''$ East, 11.69 feet to a point of curvature; thence along a curve concave to the west having a radius of 320.00 feet and through a central angle of $41^{\circ}12'04''$ (chord bearing South $18^{\circ}35'42''$ West, 225.19 feet) and an arc length of 230.11 feet; thence South $39^{\circ}11'44''$ West, 182.94 feet to the terminus of this centerline, terminus point being North $4^{\circ}03'04''$ West, 1233.51 feet from the West quarter-corner of said Section 21.

Construction Centerline Alignment "B"

Beginning at the point of terminus of Construction Centerline Alignment "A" described herein; thence South $6^{\circ}31'39''$ West, 108.02 feet to a point of curvature; thence along a curve concave to the northwest having a radius of 35.56 feet and through a central angle of $33^{\circ}06'45''$ (chord bearing South

23°05'02" West, 20.27 feet) and an arc length of 20.55 feet; thence South 39°38'25" West, 48.78 feet to the terminus of the centerline.

Construction Centerline Alignment "C"

Beginning at the terminus of Construction Centerline Alignment "A" described herein; thence South 72°13'50" West, 110.26 feet to a point of curvature; thence along a curve concave to the southeast having a radius of 32.32 feet and through a central angle of 32°54'14" (chord bearing South 55°46'43" West, 18.31 feet) and an arc length of 18.56 feet; thence South 39°19'36" West, 48.13 feet to the terminus of this centerline.

Parcel 2 – Slope and Drainage Easement

A parcel of land for the purpose slopes and storm drainage lying in the Northeast one-quarter of Section 20, Township 1 South, Range 10 East, and the Northwest one-quarter, Section 21, Township 1 South, Range 10 East, of the Willamette Meridian, Hood River County, Oregon; said parcel being that portion of land included in a strip of land variable in width, lying east of Construction Centerline Alignment "A", which centerline is described in Parcel 1:

The width of a strip of land on the Easterly side of the Construction Centerline Alignment "A" centerline is as follows:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width on Easterly Side of Centerline</u>
6+09.64		6+23.24	25.00 feet in a straight line to 66.93 feet
6+23.24		6+44.24	66.93 feet in a straight line to 53.99 feet
6+44.24		6+56.64	53.99 feet in a straight line to 41.36 feet
6+56.64		6+66.40	41.36 feet in a straight line to 34.33 feet
6+66.40		6+78.50	34.33 feet in a straight line to 28.64 feet
6+78.50		6+88.68	28.64 feet in a straight line to 25.00 feet

EXCEPT therefrom all that land lying within that land described in Parcel 1.

Parcel 3 – Waterline Easement

A parcel of land for the purpose of a constructing and maintaining a waterline lying in the Northeast one-quarter of Section 20, Township 1 South, Range 10 East, and the Northwest one-quarter, Section 21, Township 1 South, Range 10 East, of the Willamette Meridian, Hood River County, Oregon; said parcel being that portion of land included in a strip of land variable in width, lying east of Construction Centerline Alignment "A", which centerline is described in Parcel 1:

The width of a strip of land on the Easterly side of the Construction Centerline Alignment "A" centerline is as follows:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width on Easterly Side of Centerline</u>
6+88.68		6+89.54	25.00 feet in a straight line to 61.61 feet
6+89.54		7+07.57	61.61 feet in a straight line to 63.13 feet
7+07.57		7+11.16	63.13 feet in a straight line to 25.00 feet

EXCEPT therefrom all that land lying within that land described in Parcel 1.

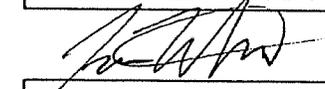
Parcel 4 – Lease Parcel

A parcel of land lying in the Northeast one-quarter of Section 20, Township 1 South, Range 10 East, and the Northwest one-quarter, Section 21, Township 1 South, Range 10 East, of the Willamette Meridian, Hood River County, Oregon; said parcel being more particularly described as follows:

Commencing at a the terminus of Construction Centerline Alignment "B", thence South 50°19'53" East, 38.50 feet to the Point of Beginning, point being the most northeasterly corner of the herein described parcel; thence along the southeasterly line, South 39°39'15" West, 257.00 feet; thence along the southwesterly line, North 50°19'53" West, 210.00 feet; thence along the northwesterly line, North 39°39'15" East, 257.00 feet; thence along the northeasterly line, passing through the terminus of Construction Centerline Alignment "C" at a distance of 42.50 feet, South 50°19'53" East, 210.00 to the point of Beginning.

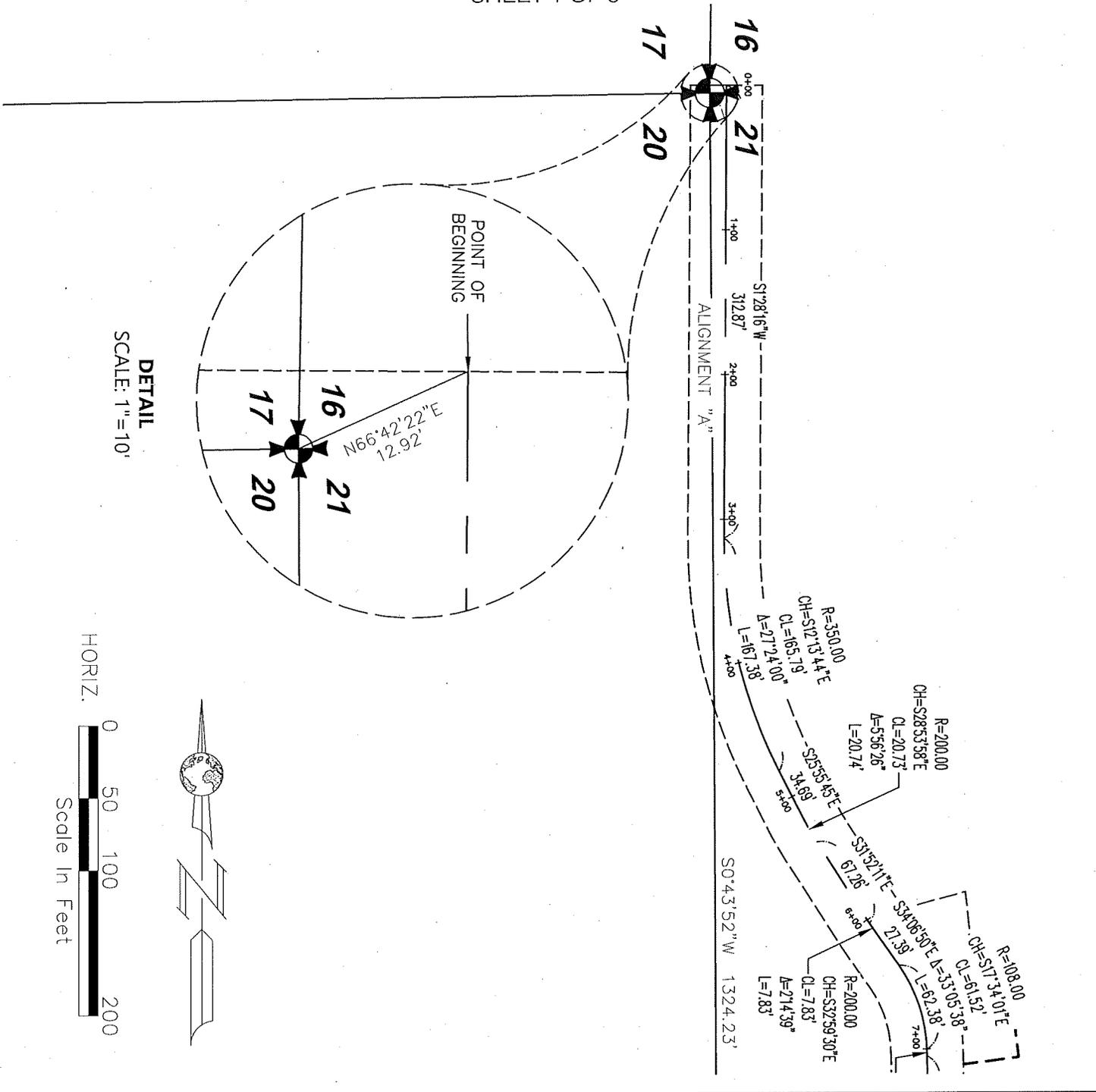
Containing in area: 1.24 acres of land, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWS: 6/30/2020



4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
503.597.3222

ACCESS, UTILITY, SLOPE, & DRAINAGE
EASEMENT
NE1/4 SEC. 20, T1S, R10E, W.M.,
NW1/4 SEC. 21, T1S, R10E, W.M.,
HOOD RIVER COUNTY, OREGON

SURVEYED FOR:
CRYSTAL SPRINGS WATER DISTRICT
3006 CHEVRON DR.
ODELL, OR 97044

REGISTERED
PROFESSIONAL
LAND SURVEYOR

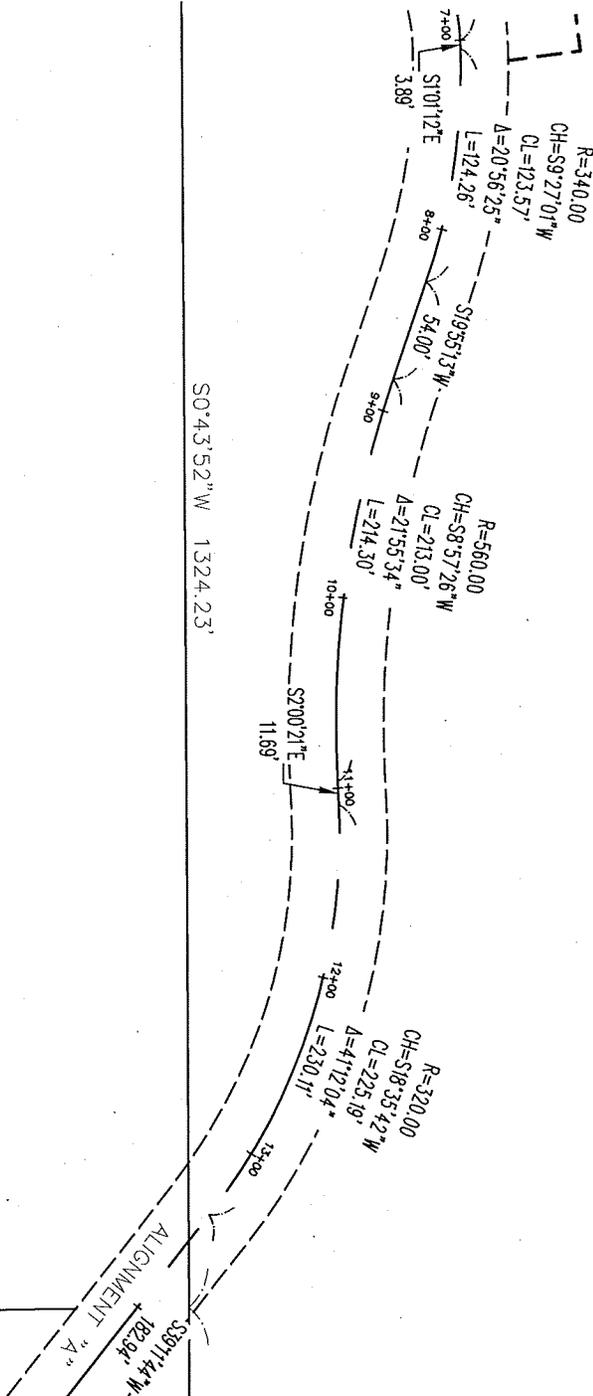
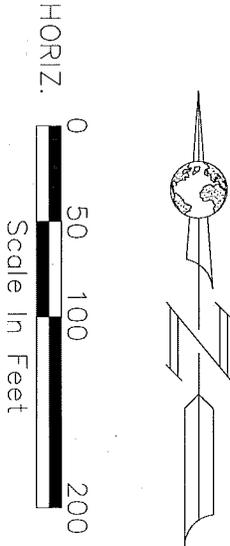
Jesse M. White
OREGON
JULY 10, 2018
JESSE M. WHITE
92118

DATE FEB 27, 2020
JOB NO. 18877

RENEWES: 6/30/2020

EXHIBIT B
SHEET 2 OF 5

SCALE: 1" = 100'



4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
503.597.3222

DATE FEB 27, 2020

JOB NO. 18877

ACCESS, UTILITY, SLOPE, & DRAINAGE
EASEMENT

NE1/4 SEC. 20, T1S, R10E, W.M.,
NW1/4 SEC. 21, T1S, R10E, W.M.,
HOOD RIVER COUNTY, OREGON

SURVEYED FOR:

CRYSTAL SPRINGS WATER DISTRICT
3006 CHEVRON DR.
ODELL, OR 97044

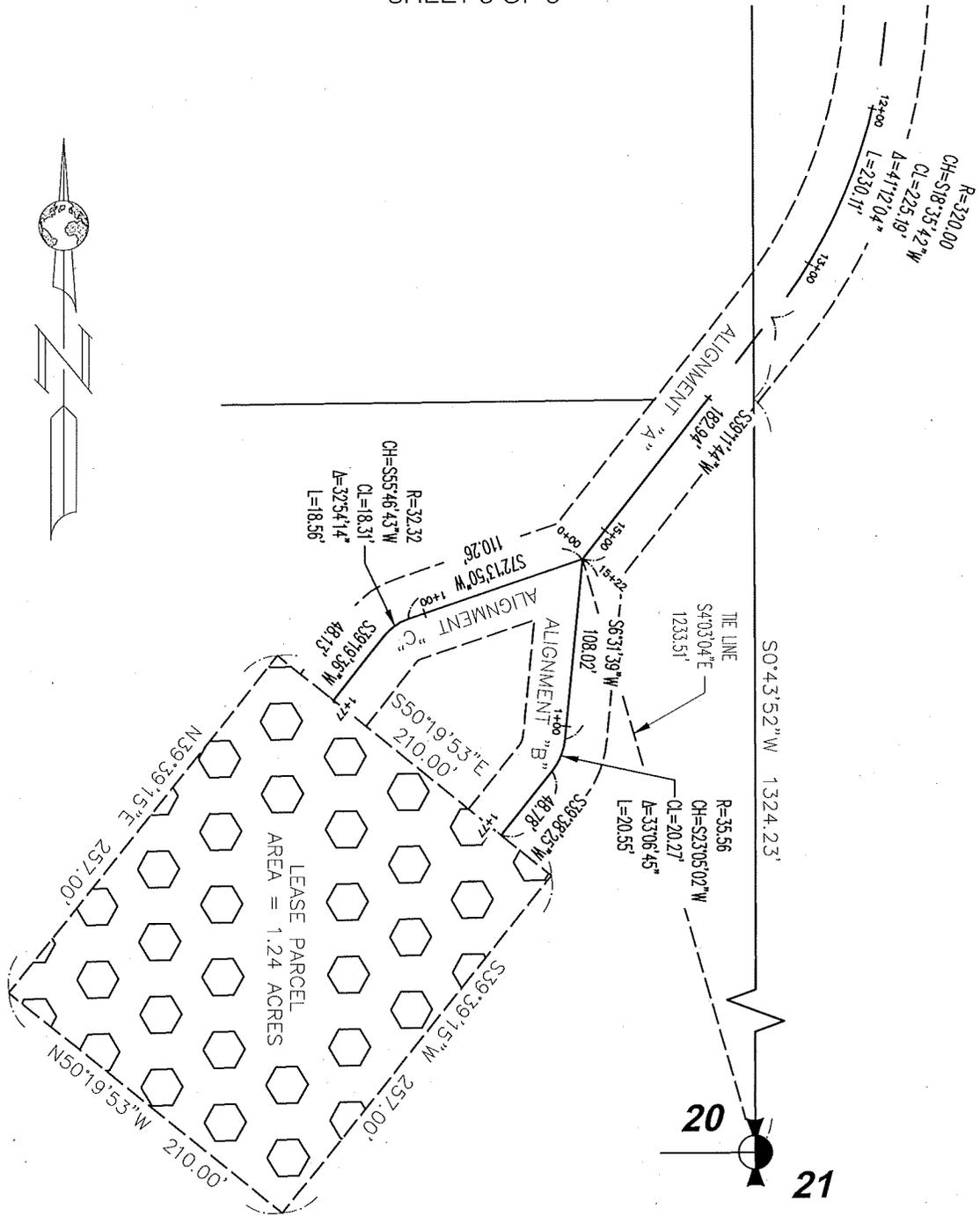
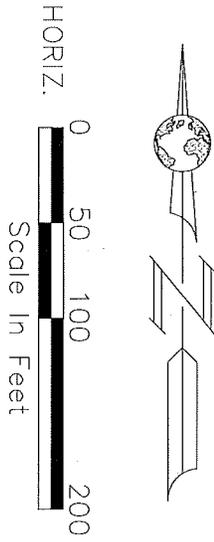
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jesse M. White
OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWES: 6/30/2020

EXHIBIT B
SHEET 3 OF 5

SCALE: 1" = 100'



4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
503.597.3222

DATE FEB 27, 2020

JOB NO. 18877

ACCESS, UTILITY, SLOPE, & DRAINAGE
EASEMENT

NE1/4 SEC. 20, T1S, R10E, W.M.,
NW1/4 SEC. 21, T1S, R10E, W.M.,
HOOD RIVER COUNTY, OREGON

SURVEYED FOR:

CRYSTAL SPRINGS WATER DISTRICT
3006 CHEVRON DR.
ODELL, OR 97044

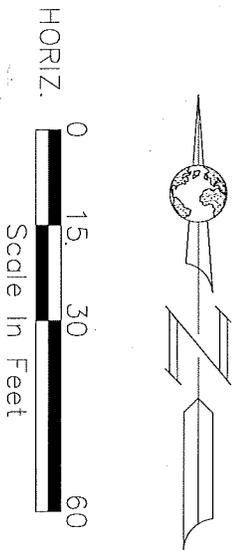
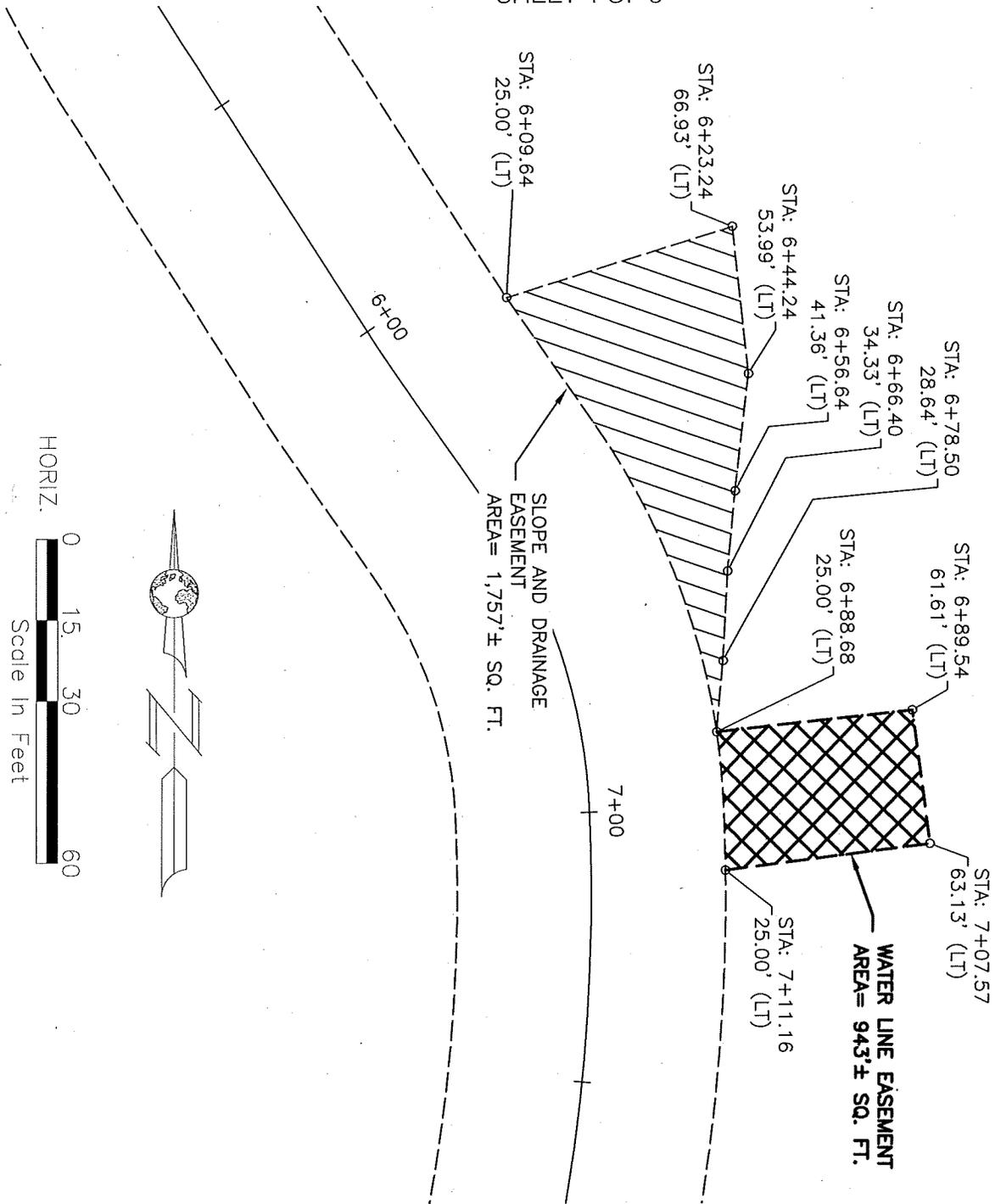
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jesse M. White
OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWES: 6/30/2020

EXHIBIT B
SHEET 4 OF 5

SCALE: 1" = 30'



ACCESS, UTILITY, SLOPE, & DRAINAGE
EASEMENT

NE1/4 SEC. 20, T1S, R10E, W.M.,
NW1/4 SEC. 21, T1S, R10E, W.M.,
HOOD RIVER COUNTY, OREGON

SURVEYED FOR:

CRYSTAL SPRINGS WATER DISTRICT
3006 CHEVRON DR.
ODELL, OR 97044

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWES: 6/30/2020



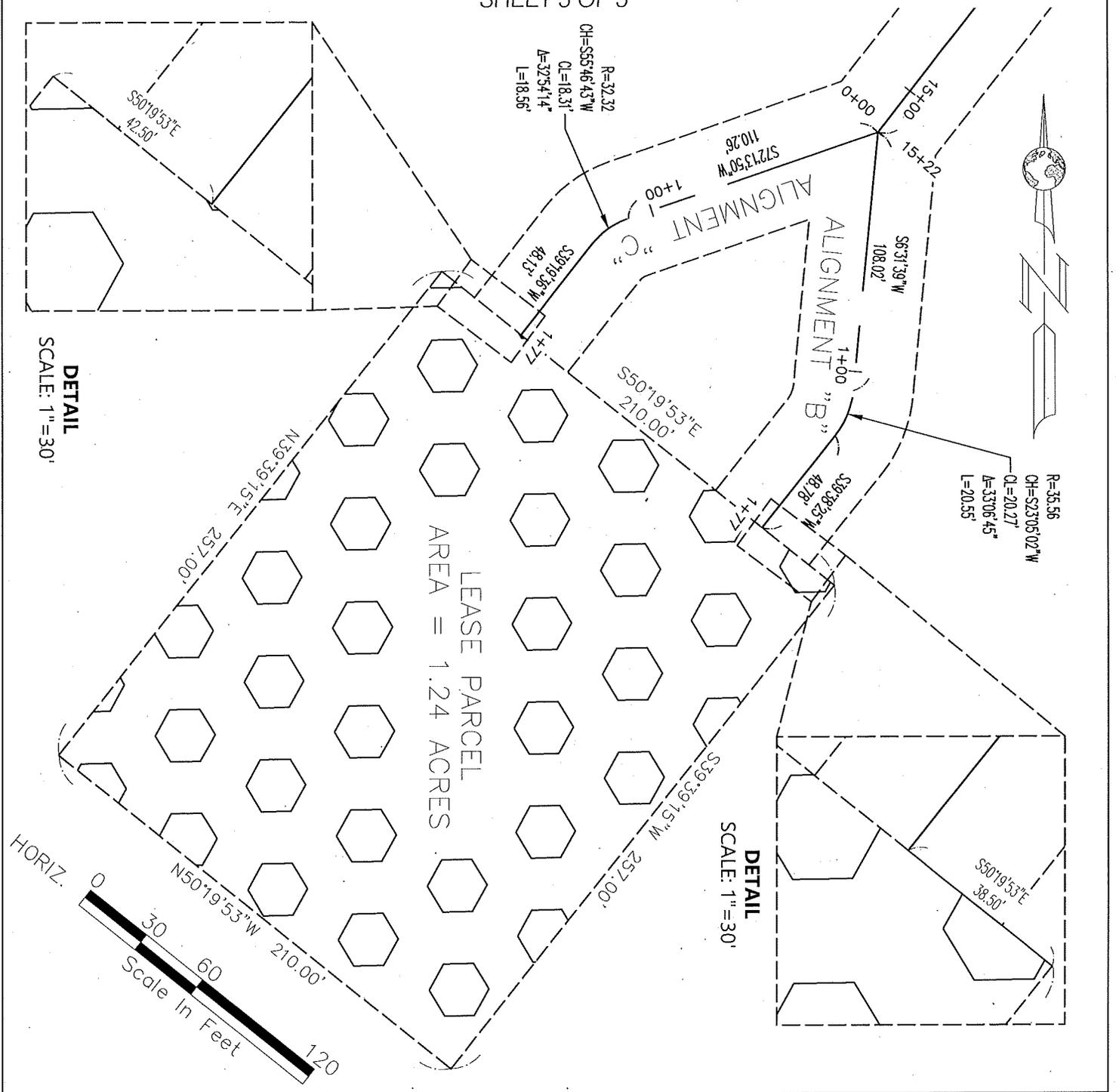
4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
503.597.3222

DATE FEB 27, 2020

JOB NO. 18877

EXHIBIT B
SHEET 5 OF 5

SCALE: 1" = 60'



4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
503.597.3222

DATE FEB 27, 2020
JOB NO. 18877

LEASE PARCEL
NE1/4 SEC. 20, T1S, R10E, W.M.,
NW1/4 SEC. 21, T1S, R10E, W.M.,
HOOD RIVER COUNTY, OREGON

SURVEYED FOR:
CRYSTAL SPRINGS WATER DISTRICT
3006 CHEVRON DR.
ODELL, OR 97044

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jesse M. White
OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWES: 6/30/2020

Exhibit C (Form of Easement)

After Recording, return to:

Until a change is requested, all tax statements should be sent to:

NO CHANGE

EASEMENTS

(Access Road and Utility Easement; Waterline Easement; Utilities Easement)

This agreement is made this ___ day of _____, 2020, by and between **Hood River County**, a home rule county and political subdivision of the State of Oregon, **Grantor**, and **Crystal Springs Water District**, an Oregon Domestic Water Supply Special District, **Grantee**.

Grantor hereby grants to Grantee easements on certain parcels of real property owned by Grantor as follows:

1. **Access Road, Utility, Slope and Drainage Easement.** Grantor hereby grants and conveys to Grantee, for a term of 99 years, a non-exclusive easement for ingress, egress and installation and maintenance of utilities, and adequate slope and drainage over, under and across a strip of land owned by Grantor and described on Exhibit A hereto as "Parcel 1". In conjunction with Grantee's use, Grantee may construct, reconstruct, maintain and repair a road thereon. Grantor retains the right to use the access road constructed by Grantee in such manner as not to damage Grantee's infrastructure located on the properties for which Grantee has a lease and easements from Grantor. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the other. Grantee shall be responsible for the maintenance and repair of the access road.

2. **Slope and Drainage Easement.** Grantor hereby grants and conveys to Grantee, for a term of 99 years, a non-exclusive easement for the purpose of providing adequate slope and drainage over, under and across a strip of land owned by Grantor and described on Exhibit A hereto as "Parcel 2"

3. **Water Line Easement.** Grantor hereby grants and conveys to Grantee, for a term of 99 years, a non-exclusive easement for ingress and egress, and installation, re-installation and maintenance of a water line over, under and across a strip of land owned by Grantor and described on Exhibit A hereto as "Parcel 3".

4. The foregoing easements are for the benefit of Grantee as lessee and appurtenant to Grantee's leasehold interest in certain real property more particularly described in Exhibit A hereto as "Parcel 4", which property is owned by Grantor and leased to Grantee (herein "The Lease"). The easements granted herein shall inure to the benefit of any successors and assigns of Grantee that may be allowed under The Lease.

5. The rights and obligations granted under this easement shall be deemed to run with the land benefitted and burdened by these easements for a period of 99 years from the date of execution hereof, and shall also continue during the period of any extensions or renewals of The Lease as may be agreed by the parties thereto.

The true and actual consideration paid for this easement are lease payments from Grantee to Grantor pursuant to the lease of Parcel 1 executed this date by the parties, and other good and valuable consideration.

GRANTOR:
Hood River County

GRANTEE:
Crystal Springs Water District

By:

By:

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

On the ___ day of _____, 2020, the above-named

_____ personally appeared before me and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for _____
My commission expires: _____

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

On the ___ day of _____, 2020, the above-named

_____ personally appeared before me and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for _____
My commission expires: _____

EXHIBIT "A"

Crystal Springs Water District
 Hood River, OR 97031
 Job No.: 18877
 February 7, 2020

Parcel 1 – Access, Utility, Slope, & Drainage

A parcel of land for the purpose of access, utilities, slopes and drainage lying in the Northeast one-quarter of Section 20, Township 1 South, Range 10 East, and the Northwest one-quarter, Section 21, Township 1 South, Range 10 East, of the Willamette Meridian, Hood River County, Oregon; said parcel being that portion of land being fifty feet wide, lying twenty-five feet either side of construction centerlines "A", "B", and "C", construction centerlines being more particularly described as follows:

Construction Centerline Alignment "A"

Commencing at the Northwest corner of Section 21, Township 1 South, Range 10 East, Willamette Meridian, thence North $66^{\circ}42'22''$ East, 12.92 feet to the Point of Beginning; thence South $1^{\circ}28'16''$ West, 312.87 feet to a point of curvature; thence along a curve concave to the east having a radius of 350.00 feet and through a central angle of $27^{\circ}24'00''$ (chord bearing South $12^{\circ}13'44''$ East, 165.79 feet) and an arc length of 167.38 feet; thence South $25^{\circ}55'45''$ East, 34.69 feet to a point of curvature; thence along a curve concave to the northeast having a radius of 200.00 feet and through a central angle of $5^{\circ}56'26''$ (chord bearing South $28^{\circ}53'58''$ East, 20.73 feet) and an arc length of 20.74 feet; thence South $31^{\circ}52'11''$ East, 67.26 feet to a point of curvature; thence along a curve concave to the northeast having a radius of 200.00 feet and through a central angle of $2^{\circ}14'39''$ (chord bearing South $32^{\circ}59'30''$ East, 7.83 feet) and an arc length of 7.83 feet; thence South $34^{\circ}06'50''$ East, 27.39 feet to a point of curvature; thence along a curve concave to the southwest having a radius of 108.00 feet and through a central angle of $33^{\circ}05'38''$ (chord bearing South $17^{\circ}34'01''$ East, 61.52 feet) and an arc length of 62.38 feet; thence South $1^{\circ}01'12''$ East, 3.89 feet to a point of curvature; thence along a curve concave to the west having a radius of 340.00 feet and through a central angle of $20^{\circ}56'25''$ (chord bearing South $9^{\circ}27'01''$ West, 123.57 feet) and an arc length of 124.26 feet; thence South $19^{\circ}55'13''$ West, 54.00 feet to a point of curvature; thence along a curve concave to the east having a radius of 560.00 feet and through a central angle of $21^{\circ}55'34''$ (chord bearing South $8^{\circ}57'26''$ West, 213.00 feet) and an arc length of 214.30 feet; thence South $2^{\circ}00'21''$ East, 11.69 feet to a point of curvature; thence along a curve concave to the west having a radius of 320.00 feet and through a central angle of $41^{\circ}12'04''$ (chord bearing South $18^{\circ}35'42''$ West, 225.19 feet) and an arc length of 230.11 feet; thence South $39^{\circ}11'44''$ West, 182.94 feet to the terminus of this centerline, terminus point being North $4^{\circ}03'04''$ West, 1233.51 feet from the West quarter-corner of said Section 21.

Construction Centerline Alignment "B"

Beginning at the point of terminus of Construction Centerline Alignment "A" described herein; thence South $6^{\circ}31'39''$ West, 108.02 feet to a point of curvature; thence along a curve concave to the northwest having a radius of 35.56 feet and through a central angle of $33^{\circ}06'45''$ (chord bearing South

23°05'02" West, 20.27 feet) and an arc length of 20.55 feet; thence South 39°38'25" West, 48.78 feet to the terminus of the centerline.

Construction Centerline Alignment "C"

Beginning at the terminus of Construction Centerline Alignment "A" described herein; thence South 72°13'50" West, 110.26 feet to a point of curvature; thence along a curve concave to the southeast having a radius of 32.32 feet and through a central angle of 32°54'14" (chord bearing South 55°46'43" West, 18.31 feet) and an arc length of 18.56 feet; thence South 39°19'36" West, 48.13 feet to the terminus of this centerline.

Parcel 2 – Slope and Drainage Easement

A parcel of land for the purpose slopes and storm drainage lying in the Northeast one-quarter of Section 20, Township 1 South, Range 10 East, and the Northwest one-quarter, Section 21, Township 1 South, Range 10 East, of the Willamette Meridian, Hood River County, Oregon; said parcel being that portion of land included in a strip of land variable in width, lying east of Construction Centerline Alignment "A", which centerline is described in Parcel 1:

The width of a strip of land on the Easterly side of the Construction Centerline Alignment "A" centerline is as follows:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width on Easterly Side of Centerline</u>
6+09.64		6+23.24	25.00 feet in a straight line to 66.93 feet
6+23.24		6+44.24	66.93 feet in a straight line to 53.99 feet
6+44.24		6+56.64	53.99 feet in a straight line to 41.36 feet
6+56.64		6+66.40	41.36 feet in a straight line to 34.33 feet
6+66.40		6+78.50	34.33 feet in a straight line to 28.64 feet
6+78.50		6+88.68	28.64 feet in a straight line to 25.00 feet

EXCEPT therefrom all that land lying within that land described in Parcel 1.

Parcel 3 – Waterline Easement

A parcel of land for the purpose of a constructing and maintaining a waterline lying in the Northeast one-quarter of Section 20, Township 1 South, Range 10 East, and the Northwest one-quarter, Section 21, Township 1 South, Range 10 East, of the Willamette Meridian, Hood River County, Oregon; said parcel being that portion of land included in a strip of land variable in width, lying east of Construction Centerline Alignment "A", which centerline is described in Parcel 1:

The width of a strip of land on the Easterly side of the Construction Centerline Alignment "A" centerline is as follows:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width on Easterly Side of Centerline</u>
6+88.68		6+89.54	25.00 feet in a straight line to 61.61 feet
6+89.54		7+07.57	61.61 feet in a straight line to 63.13 feet
7+07.57		7+11.16	63.13 feet in a straight line to 25.00 feet

EXCEPT therefrom all that land lying within that land described in Parcel 1.

Parcel 4 – Lease Parcel

A parcel of land lying in the Northeast one-quarter of Section 20, Township 1 South, Range 10 East, and the Northwest one-quarter, Section 21, Township 1 South, Range 10 East, of the Willamette Meridian, Hood River County, Oregon; said parcel being more particularly described as follows:

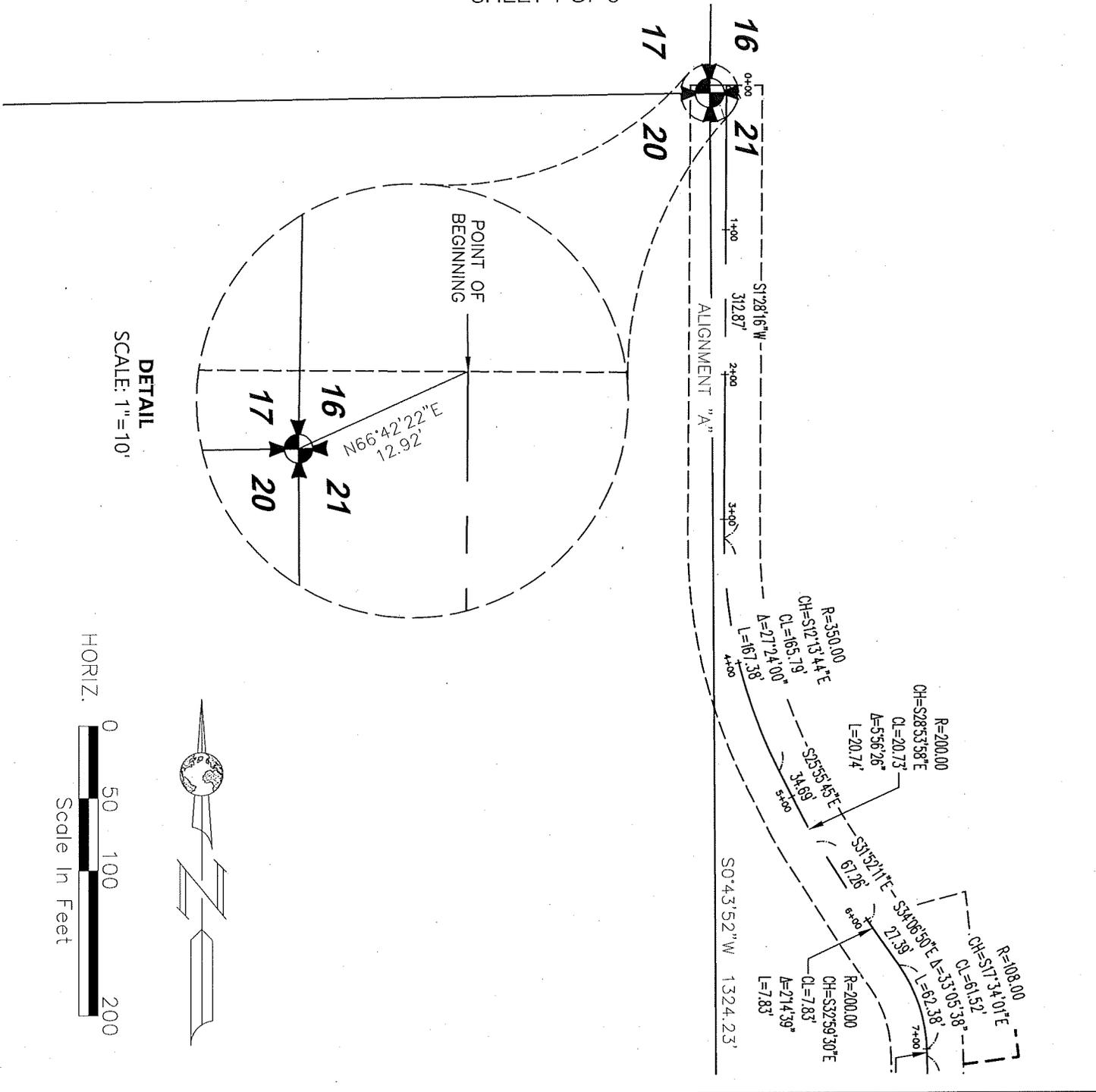
Commencing at a the terminus of Construction Centerline Alignment "B", thence South 50°19'53" East, 38.50 feet to the Point of Beginning, point being the most northeasterly corner of the herein described parcel; thence along the southeasterly line, South 39°39'15" West, 257.00 feet; thence along the southwesterly line, North 50°19'53" West, 210.00 feet; thence along the northwesterly line, North 39°39'15" East, 257.00 feet; thence along the northeasterly line, passing through the terminus of Construction Centerline Alignment "C" at a distance of 42.50 feet, South 50°19'53" East, 210.00 to the point of Beginning.

Containing in area: 1.24 acres of land, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jesse M. White
OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWS: 6/30/2020



ACCESS, UTILITY, SLOPE, & DRAINAGE
EASEMENT

NE1/4 SEC. 20, T1S, R10E, W.M.,
NW1/4 SEC. 21, T1S, R10E, W.M.,
HOOD RIVER COUNTY, OREGON

SURVEYED FOR:

CRYSTAL SPRINGS WATER DISTRICT
3006 CHEVRON DR.
ODELL, OR 97044

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jesse M. White

OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWES: 6/30/2020



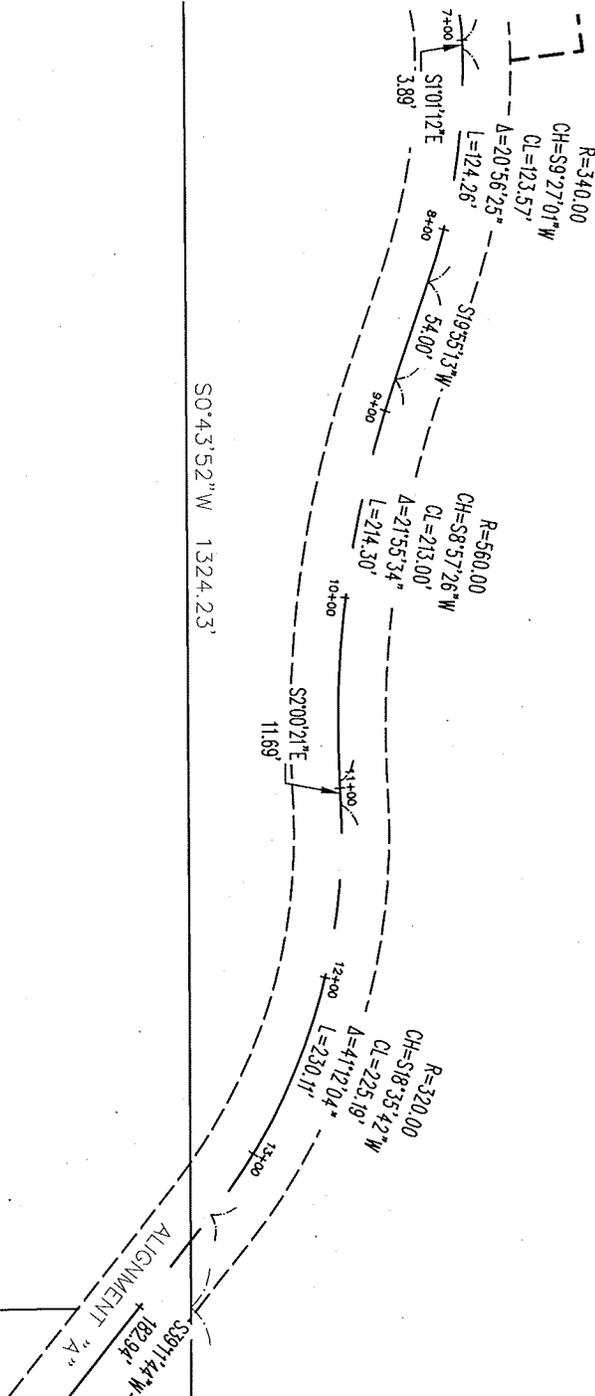
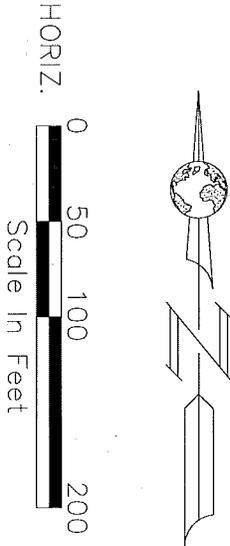
4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
503.597.3222

DATE FEB 27, 2020

JOB NO. 18877

EXHIBIT B
SHEET 2 OF 5

SCALE: 1" = 100'



4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
503.597.3222

DATE FEB 27, 2020

JOB NO. 18877

ACCESS, UTILITY, SLOPE, & DRAINAGE
EASEMENT

NE1/4 SEC. 20, T1S, R10E, W.M.,
NW1/4 SEC. 21, T1S, R10E, W.M.,
HOOD RIVER COUNTY, OREGON

SURVEYED FOR:

CRYSTAL SPRINGS WATER DISTRICT
3006 CHEVRON DR.
ODELL, OR 97044

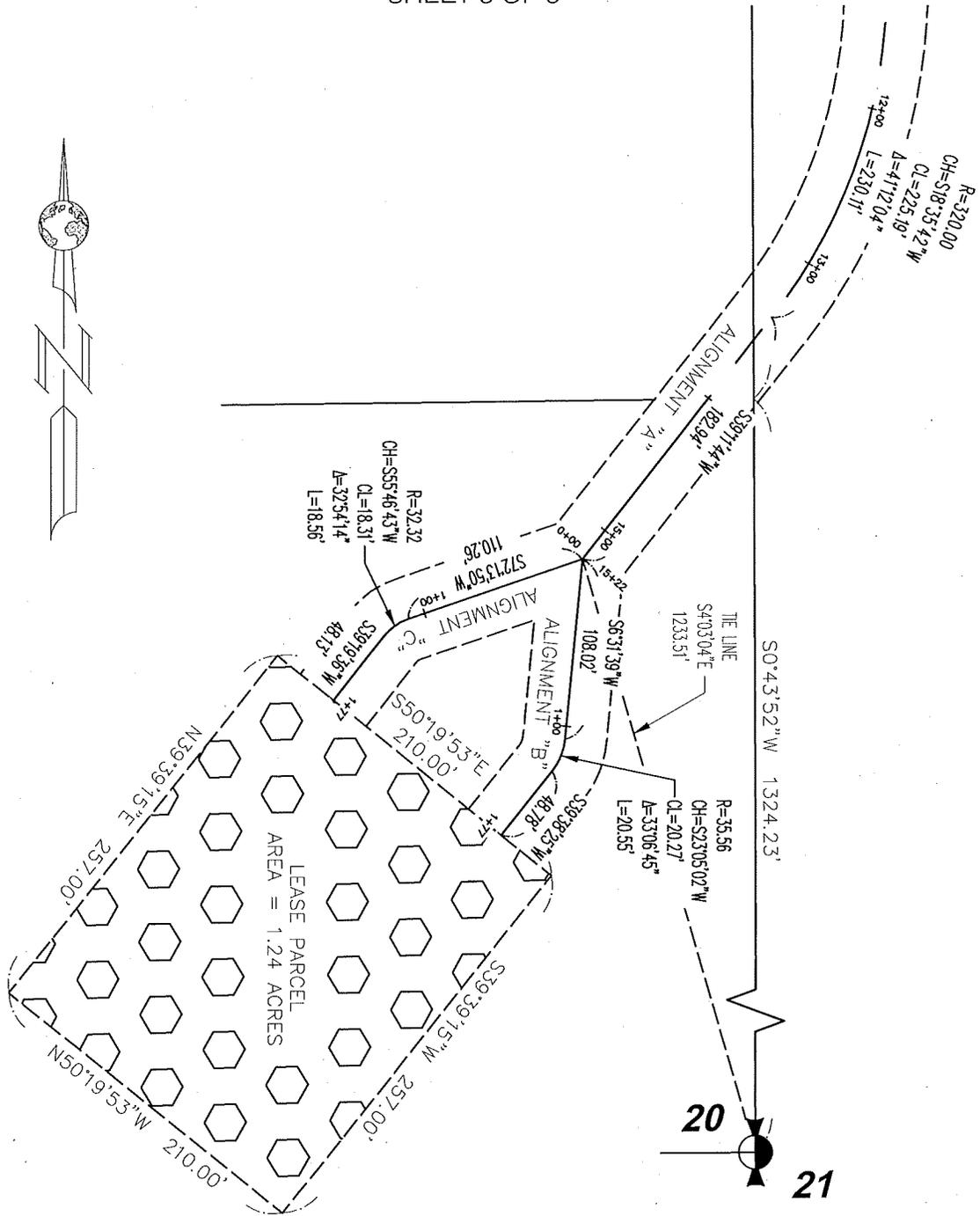
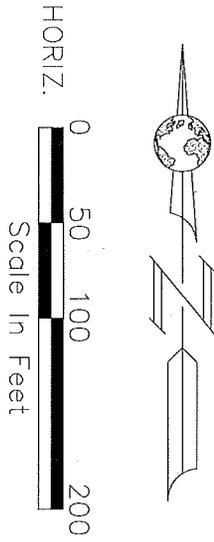
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jesse M. White
OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWES: 6/30/2020

EXHIBIT B
SHEET 3 OF 5

SCALE: 1" = 100'



4500 Kruse Way, Suite 250
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503.597.3222

DATE FEB 27, 2020

JOB NO. 18877

ACCESS, UTILITY, SLOPE, & DRAINAGE
EASEMENT

NE1/4 SEC. 20, T1S, R10E, W.M.,
NW1/4 SEC. 21, T1S, R10E, W.M.,
HOOD RIVER COUNTY, OREGON

SURVEYED FOR:

CRYSTAL SPRINGS WATER DISTRICT
3006 CHEVRON DR.
ODELL, OR 97044

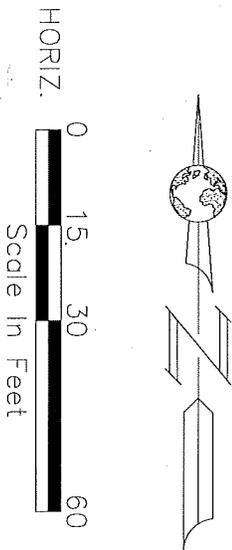
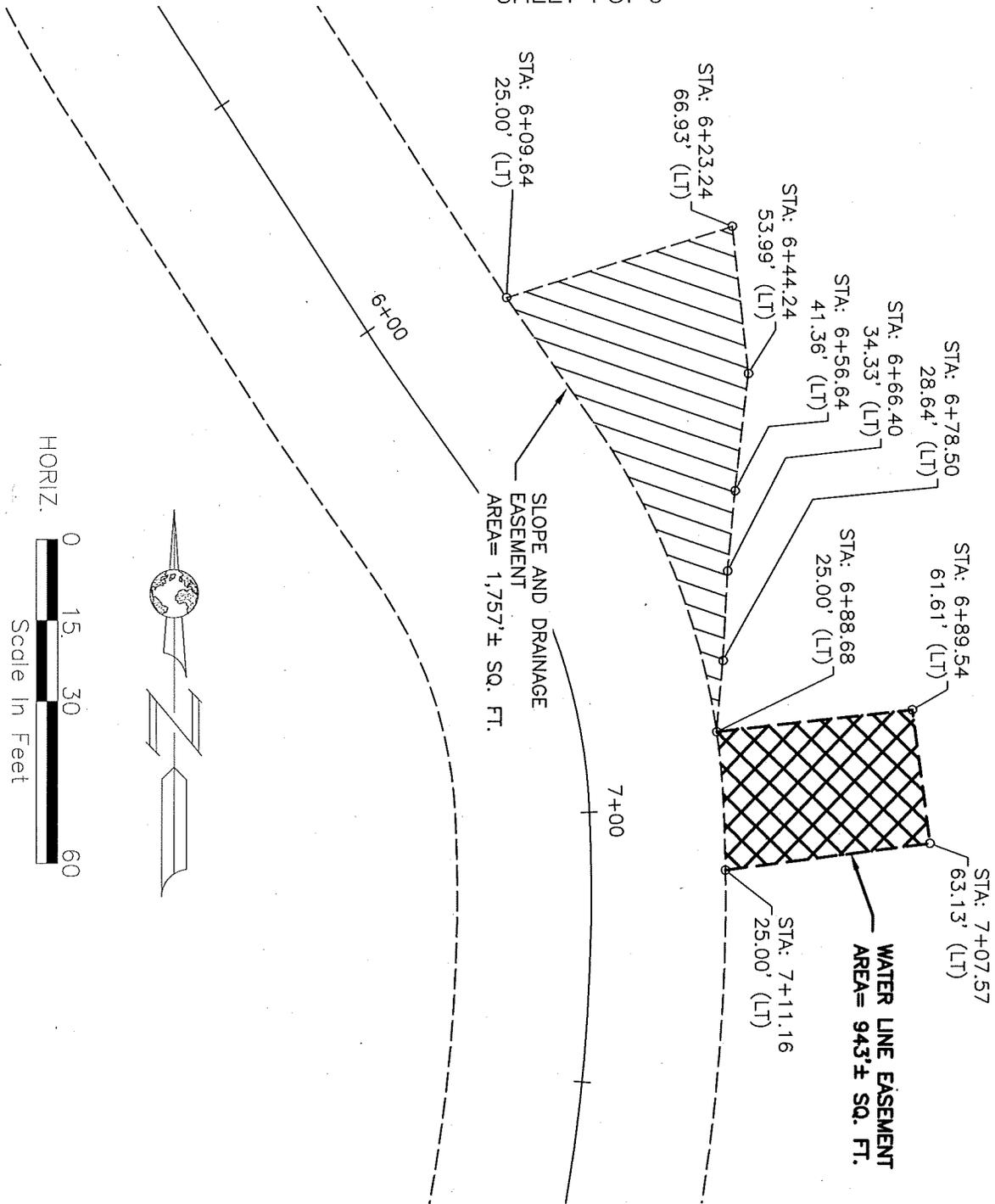
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jesse M. White
OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWES: 6/30/2020

EXHIBIT B
SHEET 4 OF 5

SCALE: 1" = 30'



ACCESS, UTILITY, SLOPE, & DRAINAGE
EASEMENT

NE1/4 SEC. 20, T1S, R10E, W.M.,
NW1/4 SEC. 21, T1S, R10E, W.M.,
HOOD RIVER COUNTY, OREGON

SURVEYED FOR:

CRYSTAL SPRINGS WATER DISTRICT
3006 CHEVRON DR.
ODELL, OR 97044

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OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWES: 6/30/2020



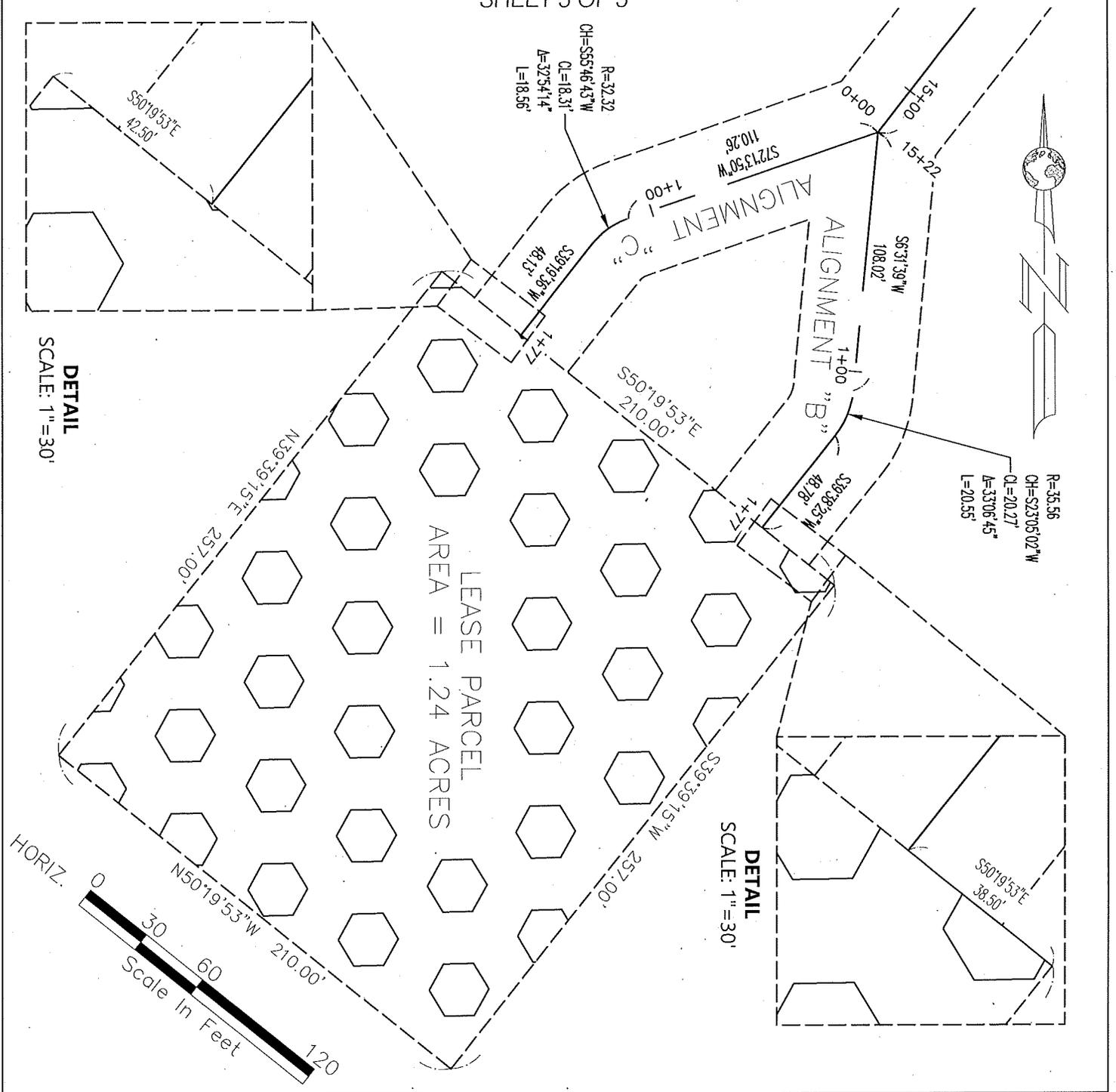
4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
503.597.3222

DATE FEB 27, 2020

JOB NO. 18877

EXHIBIT B
SHEET 5 OF 5

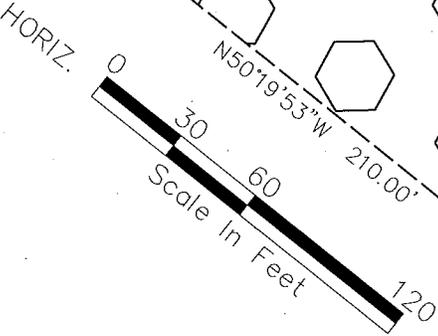
SCALE: 1" = 60'



LEASE PARCEL
AREA = 1.24 ACRES

DETAIL
SCALE: 1" = 30'

DETAIL
SCALE: 1" = 30'



PACE
An Engineering Services Company
4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
503.597.3222

DATE FEB 27, 2020
JOB NO. 18877

LEASE PARCEL
NE1/4 SEC. 20, T1S, R10E, W.M.,
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Jesse M. White
OREGON
JULY 10, 2018
JESSE M. WHITE
92118

RENEWES: 6/30/2020

**NOTICE OF PUBLIC HEARING
HOOD RIVER COUNTY BOARD OF COMMISSIONERS**

The Hood River County Board of Commissioners will conduct a Public Hearing on Monday, May 18th, 2020, beginning at 6:00 PM or soon thereafter via web conference. Access information to the virtual meeting will be available on the Hood River County Website the Friday prior to the hearing.

The hearing was rescheduled from March 16, 2020 and is to consider a proposed forestland lease and easement between Hood River County and Crystal Springs Water District concerning TL 200 in T1S, R10E, Section 20 and TL 400 in T1S, R10E Section 21.

Written comments or oral testimony may be provided at the hearing, or to staff in advance of the hearing. The Board of Commissioners may take action at the hearing on May 18th, 2020, or may continue the matter to a date and time announced at the hearing. The Board of Commissioners acting in a quasi-judicial capacity will ultimately determine if the lease and easement is in the best interest of the County.

Copies of materials related to the proposed lease and easement are available online at <http://www.co.hood-river.or.us/>, on the Forestry Department page. For additional information or questions concerning the proposed forestland lease and easement, contact Doug Thiesies, Hood River County Forest Manager at doug.thiesies@co.hood-river.or.us or at (541) 387-6888.

HOOD RIVER NEWS: May 6th and 13th, 2020

PO # 051820BOC

Heidi DeHart
541-387-6826

Public Comments Received Up to May 15, 2018 @ 4:00pm



May 13, 2020

Hood River County Board of County Commissioners
601 State Street
Hood River, OR 97031

Via email to administration@co.hood-river.or.us

Re: Proposed Lease on Disputed Land Trade Property

Dear Board of County Commissioners:

The County, Thrive and Mt. Hood Meadows are all parties to a settlement entered into on June 28, 2005 and a First Amendment thereto entered into May 16, 2006. The Settlement Agreement provides:

“The Land Trade Lawsuits. The Parties are named in two lawsuits, both entitled "Hood River Valley Residents Committee and Michael McCarthy v. Board of Commissioners of Hood River County and Mt. Hood Meadows, Oregon, Ltd.," Hood River County Circuit Court Case Nos. 020029 CC and 020055 CC, Oregon Court of Appeals Case Nos. A118889 and A124051 (the "Lawsuits"). The Parties agree that the obligations set forth herein are conditioned upon the Oregon Court of Appeals and the Oregon Supreme Court either abating the proceedings or extending the time within which the parties are required to file any additional pleadings, petitions or motions in the Lawsuits. Until the completion of the Exchange, *if any party determines that the manner in which the Lawsuits are abated or delayed is inadequate to meet their needs, the obligations set forth herein will not bind any party.*” (Emphasis added)

To date, the parties have put the pending litigation on hold to allow for the consummation of the settlement that hinges upon the consummation of a land trade between Mt. Hood Meadows and the United States Forest Service, among other agreements. The proposed settlement is still pending, and *it is possible that the settlement will not be achieved.*

If the settlement is *not completed*, then the parties will re-activate the pending litigation identified above (the “Hood River County land trade litigation”).

In the Hood River County land trade litigation, the Plaintiffs seek remedies including the voiding or nullification of the original trade that would return the subject property at issue in the proposed lease being considered at this hearing back to Mt. Hood Meadows.

Back in 2011, Hood River County proposed to “salvage” log a portion of the forest land subject to the suit. After a back and forth between the parties, County Counsel Wil Carey provided assurances that the County would not oppose the voiding or nullification of the trade because of the County’s salvage operation, nor use the salvage operation for any reason to argue for or help justify the trade. These assurances met Thrive’s needs.

The County now proposes to enter into a 99-year lease with the Crystal Springs Water District for the use of a portion of the forestland subject to the Land Hood River County Land Trade litigation (Map and Tax Lots: T1S R10E Section 20 Tax Lot 200 and T1S R10E Section 21 Tax Lot 400). Thrive has voiced its objection to this proposed lease. Thrive has made it clear that it does not see any way that the County could provide adequate assurances or meet Thrive’s needs.

For those reasons, Thrive writes to state its clear and unequivocal objection to the County moving ahead with a 99-year lease and/or authorizing the construction of any facilities of improvements on the disputed property. If the County decides to proceed with the lease, Thrive is likely to reactivate the pending litigation and seek all available interim remedies, including a stay in any transaction that might encumber the property at issue in the still pending lawsuit. Furthermore, if the County moves ahead with the lease, Thrive may be forced to pursue additional litigation to preserve its remedies naming the County and the Crystal Springs Water District as parties.

To avoid this eventuality and the cost and expenses associated with it, Thrive asks the County to table the matter for the foreseeable future. The parties to the settlement are about to enter into mediation to determine if the settlement can be achieved. This proposed lease is unnecessarily injecting additional complications into an already complex situation, which is likely to be resolved in the coming months.

Sincerely,



Dale Hill
President



Heather Staten
Executive Director

Enclosures:

Final Settlement Agreement, July 5, 2005

First Amendment to Settlement Agreement, May 16, 2006

cc: Ralph Bloemers, Senior Staff Attorney, Crag Law Center

FINAL SETTLEMENT AGREEMENT

Page 1

6/28/2005

Settlement Agreement

This Settlement Agreement is entered by and between the Parties identified in Section 1 of this Agreement, is made effective as of July 5, 2005, and represents the Parties' efforts to resolve longstanding conflicts involving a previous land trade on the north side of Mt. Hood, Meadows' use of all of its real property and related real estate interests on the north side of Mt. Hood and disputes related to the protection of the environment and quality of life on the north side of Mt. Hood and in Hood River County in a way that the Parties believe is beneficial to their individual and collective interests (the "Agreement"). The success of this Agreement depends on the actions of the Parties and on their respective, mutual work to demonstrate to others the value of the terms set forth in this Agreement. The Parties enter into this Agreement after their serious and considered conclusions about the merits of the proposed solution.

Recitals

A. This Agreement arises from a dispute between the parties stemming from a trade of land owned by Hood River County in the Upper Hood River Valley to Mt. Hood Meadows Oreg., Ltd. and associated proposals by Meadows and its affiliated entities to develop the private lands that were part of the land trade, additional private lands and public lands in and around the north side of Mt. Hood into a destination resort and expand the ski area at Cooper Spur.

B. This Agreement contemplates an exchange of public real property interests for private real property interests. Because of the public interest involved in this Proposed Solution, the Parties have agreed upon a procedure designed to verify that the exchanged properties are of equal value – if the Exchange proceeds, both the substance and the process utilized in the Exchange will be open to public evaluation and input. One way that this Agreement assures the acceptability of the "equal value" of exchanged properties is that if any of the Parties decides not to proceed with the Exchange this Agreement can be terminated.

C. This Agreement represents a culmination of extensive settlement negotiations, which were an effort to resolve even more extensive disputes between and involving these parties. It represents a mutual effort to proceed with compromised goals and outcomes, which results would not have been any party's unilateral choice. For instance, while Meadows anticipated the development of a destination resort on the north side of Mt. Hood, and had invested substantial time and resources in that vision, this Agreement envisions giving up that development vision in exchange for land in Government Camp. This Agreement envisions the permanent protection of the north side of Mt. Hood as part of a compromise and exchange, whereby Meadows acquires land that is zoned for development in Government Camp.

FINAL SETTLEMENT AGREEMENT

Page 2

6/28/2005

Agreement

The parties agree as follows:

1. The Parties. The parties to this Agreement are the Board of Commissioners of Hood River County ("HRC"), the Hood River Valley Residents Committee ("HRVRC"), Michael McCarthy ("McCarthy"), Mt. Hood Meadows, Oregon, Limited Partnership, Mt. Hood Meadows Development Corp., Meadows North LLC, Meadows Utilities, LLC, and North Face Inn (collectively, "Meadows") The execution of this Agreement by Franklin Drake, Matthew Drake and David Riley only binds these individuals to sections 8(A)(3), 9, 21, 22, 23, 25 and 26, regardless of whether those sections specifically refer to those individuals.

2. Representations and Warranties.

A. Meadows represents and warrants that the names of the entities listed above constitute a full and complete list of the entities that own and operate the real estate and business interests on the North side of Mt. Hood as defined in Section 9, which real estate and business interests are the subject of this Agreement.

B. Meadows represents and warrants that Franklin Drake is authorized to execute this Agreement on behalf of the various entities that comprise "Meadows" herein. HRVRC and the County represent and warrant that the signatories executing this Agreement on their respective behalves are fully authorized to execute this Agreement.

C. Meadows represents and warrants that this Agreement shall be binding upon and inure to the benefit of any successors, assigns, executors, and administrators, to the extent set forth in paragraph 25.

D. Meadows further warrants that if any controlling interest in any of the Meadows entities named herein, or all or substantially all of the assets of any Meadows entity named herein, is voluntarily transferred, the transfer documentation shall include a provision that binds the transferee.

E. Meadows, David Riley, Franklin Drake, and Matthew Drake represent and warrant that they are the only individuals that are officers, managing members, and/or general partners of the Meadows entities listed above.

3. Parties' Representatives. This Agreement includes a number of steps in a lengthy process. At many of those steps, one or more of the Parties hereto will be required to take action and make decisions related to the terms of the Agreement. The following persons are authorized to transmit the parties' decisions regarding this Agreement: for HRC: David Meriwether, for HRVRC, Scott Franke, President for HRVRC: for McCarthy: Michael McCarthy, and for Meadows: David Riley.

4. Non-parties. Whether the goals of this Agreement are met will depend largely upon the opinions and actions of non-parties to this Agreement. Those non-parties include the following: the members of the Cooper Spur Wild and Free Coalition ("CSWF"), the United

FINAL SETTLEMENT AGREEMENT

Page 3

6/28/2005

States Forest Service ("USFS") and other organizations, their members and individuals in the communities of Mt. Hood.

5. The Land Trade Lawsuits. The Parties are named in two lawsuits, both entitled "Hood River Valley Residents Committee and Michael McCarthy v. Board of Commissioners of Hood River County and Mt. Hood Meadows, Oregon, Ltd.," Hood River County Circuit Court Case Nos. 020029 CC and 020055 CC, Oregon Court of Appeals Case Nos. A118889 and A124051 (the "Lawsuits"). The Parties agree that the obligations set forth herein are conditioned upon the Oregon Court of Appeals and the Oregon Supreme Court either abating the proceedings or extending the time within which the parties are required to file any additional pleadings, petitions or motions in the Lawsuits. Until the completion of the Exchange, if any party determines that the manner in which the Lawsuits are abated or delayed is inadequate to meet their needs, the obligations set forth herein will not bind any party.

6. The Water Rights Protest. Meadows, HRVRC, the Friends of Mt. Hood, WaterWatch of Oregon and the Northwest Environmental Defense Center (the "Protestants") are parties to a water rights protest over a water right permit that is the property of Meadows Utilities, LLC (the "Protest"). The Protestants have filed a notice of intent to appeal the decision of Oregon Water Resources Department. The Parties agree that the obligations set forth herein are conditioned upon the Oregon Court of Appeals extending the time within which the parties to the Protest are required to file any additional pleadings, petitions or motions. Until the completion of the Exchange, if any party determines that the manner in which the Protest is abated or delayed is inadequate to meet their needs, the obligations set forth in this Agreement will not bind any party. As the Parties work to achieve the Proposed Solution, Meadows shall not take any action on the permit without first providing notice to HRVRC and Mike McCarthy because action on the permit is not required until October 1, 2005.

7. The Properties. This Agreement involves a variety of parcels of property in Hood River County and Clackamas County, Oregon. The properties are generally defined as follows, and are specifically defined on Exhibits A-1 and A-2, attached hereto.

a. Prior to August 2001, Meadows acquired approximately 155.25 acres of property in Hood River County in and around the Inn at Cooper Spur. The Inn at Cooper Spur and its associated buildings are located on a 2.86 acre parcel of commercially zoned land ("the 2.86 Acre Parcel"). The remainder of the land is separated into three parcels (tax lots 102, 103, 401), all of which are zoned forestland. The Inn at Cooper Spur includes not just the underlying real property and the improvements thereon, but also the business associated with those improvements, in the form of the 16 rental units and a restaurant, as well as the associated inventory and assets. This 155.25 acres of property, including the 2.86 Acre Parcel, and associated improvements are referred to as "the Dillard Property."

b. Also prior to August 2001, Meadows owned (and still owns) 73.9 acres west of Dog River. That property is referred to as "the Dog River Property."

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c. In August 2001, HRC and Meadows entered into an agreement to exchange property. Over protest from the HRVRC and McCarthy, the deeds effectuating that exchange were executed and recorded in February, 2002. In that exchange, Meadows transferred to HRC approximately 775 acres ("the County Exchange Property"), and HRC transferred to Meadows approximately 620 acres ("the Meadows Exchange Property"), along with an equalization payment of approximately 1.2 million dollars paid by HRC to Meadows. Those properties are the subject of the Lawsuits.

d. Meadows has a federal permit for skiing on the north side of Mt. Hood. This permit and associated buildings, improvements, business, inventory and assets related to that business are referred to herein as "the Cooper Spur Ski Area."

e. The Crystal Springs Water District and the State of Oregon have identified boundaries of the zone of contribution to the Crystal Springs Water District. While the zone of contribution covers a variety of property ownerships, and a variety of zoning designations, that zone of contribution, as it is presently identified, is generally referred to as "the Crystal Springs Watershed."

f. The USFS owns approximately 120 acres of forestland in Government Camp, comprised of one 80-acre parcel and one 40-acre parcel, both of which have been zoned by Clackamas County for low-density residential development and are within the Government Camp revitalization plan. These parcels are collectively referred to as "the Government Camp Property."

8. The Proposed Solution. This Agreement seeks to permanently protect the north side of Mt. Hood including the Cooper Spur Ski Area, the Dillard Property, the Meadows Exchange Property, portions of the Crystal Springs Watershed, and certain adjacent lands located in the vicinity of the Crystal Springs Watershed from expansion and development in a manner consistent with the vision for this area that HRVRC shares with the members of the CSWF Coalition, while allowing Meadows to obtain other property in Government Camp, in exchange for its interests on the north east side of Mt. Hood (the "Proposed Solution"). The Parties recognize that the material terms, obligations, covenants and restrictions, as well as their enforceability, are critical to the overall acceptability of this Agreement to all of the Parties.

The Proposed Solution shall include the following:

A. For purposes of facilitating a compromise settlement of the disputes discussion herein, Meadows shall propose to complete an exchange of real property interests, business interests, and permit rights with the USFS ("the Exchange"). While the Exchange must be approved by the USFS and/or Congress, the parties to this Agreement intend to work in good faith to accomplish the Exchange, which would result in the following transfers and/or limitations on property rights, all of which must occur as part of the Proposed Solution:

(1) Meadows would transfer the Dillard Property, the Meadows Exchange Property, and the Cooper Spur Ski Area to the USFS.

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(2) The USFS would transfer all or part of the Government Camp Properties to Meadows based upon full fair market value appraisals and equal value. If the value of Meadows' interests is greater than the value of the Government Camp Properties, then the Parties may also mutually agree to the transfer of additional real property and/or an equalization payment to Meadows from the U.S. Government within the bounds of any limitations on equalization payments set by federal law. If the value of Meadows' interests are less than the value of the Government Camp Properties, then the acreage Meadows may receive shall be accordingly reduced and there shall be no equalization payment to make up the difference from Meadows to the USFS. Meadows, HRVRC and McCarthy shall have the right to not go forward with the Proposed Solution, as provided in Section 18.

(3) Approximately 1350 acres of undeveloped property within the Cooper Spur Ski Area, adjacent lands within the Cloud Cap Tilly Jane Special Interest Area and other adjacent lands shall be legislatively designated as Wilderness, as identified on Exhibit A-2. The remaining, developed 50 acres of the current Cooper Spur Ski Area may be expanded by up to 20 acres, after an opportunity for input from interested members of the public pursuant to the requirements of federal law. The Cooper Spur Ski Area, including all improvements on the public lands and the going concern, and inventory and assets, shall be owned by the USFS after the Exchange is completed. Meadows agrees that it shall never lease, manage, or have any ownership interest in the Cooper Spur Ski Area and/or the Inn at Cooper Spur, or the improvements located thereon, with the exception of typical and ordinary use of the Cooper Spur Ski Area or the Inn at Cooper Spur as a typical and ordinary customer. Use as a typical and ordinary customer does not include or allow any resale of goods or services purchased, to the public.

By agreeing to bind themselves to this Section 8(A)(3), Franklin Drake, Matthew Drake and David Riley are agreeing only that upon completion of the Exchange, none of them will own an interest in, start, lead or invest in a business that acts in a manner from which Meadows is precluded from acting in this Section 8(A)(3).

(4) Real property owned by USFS, a large portion of which is within the Crystal Springs Watershed but outside of the Cooper Spur Ski Area, shall be legislatively designated as Wilderness as set forth on Exhibit A-2 to the extent that the property meets the necessary requirements for a wilderness designation. Any of the identified USFS property not designated as Wilderness, within the Crystal Springs Watershed, shall be designated and congressionally withdrawn from the Mt. Hood National Forest Plan as an area that is reserved for watershed protection in a manner that is approved by the HRVRC and Mike McCarthy in their sole discretion and after consultation with the Crystal Springs Water District. The congressional designation shall cover the federal land in the Crystal Springs Zone of Contribution, but would not apply to the other owners of real property

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within the Crystal Springs Watershed. Rather, those owners' use of their property would be in accordance with applicable land use laws and regulations.

B. The Parties shall pursue and effectuate the following terms, the timing of which shall occur either: (i) upon execution of this Agreement and as consideration for this Agreement, (ii) concurrently with the completion of the Exchange or (iii) immediately after the Release of the Lawsuits or completion of the Exchange, as set forth below. As used herein, "completion of the Exchange" shall mean execution and recording of deeds and other necessary transfer documentation.

(1) Land Trade Ordinance. At the first regularly scheduled meeting of the HRC Board of Commissioners as soon as practicable after the execution of this Agreement but no later than 45 days after its execution, HRC agrees to provide notice as may be required and then consider the adoption and approval of a "Land Trade Ordinance" governing future trades of Hood River County forestland pursuant to ORS Ch. 275, which at a minimum shall contain the provisions set forth on the attached Exhibit B. By entering this Agreement, HRC is not agreeing to adopt the proposed draft Land Trade Ordinance; rather the Board of Commissioners of Hood River County is agreeing to consider such legislation at its next scheduled meeting. HRC shall consider the Land Trade Ordinance as consideration for the execution of this Agreement, whether the Proposed Solution is completed or not. The County acknowledges the HRVRC reserves the right to contest the ability of the County to make or receive equalization payments in an exchange of County forest land.

(2) Watershed Mapping. At the first regularly scheduled meeting of the HRC Board of Commissioners as soon as practicable after completion of the Exchange, but no more than 60 days thereafter, HRC agrees to provide public notice as may be required and then consider the adoption and approval of a resolution regarding a "Watershed Mapping Process." The HRC shall undertake a process providing for the mapping of the watersheds within Hood River County as set forth on Exhibit C, after completion of the Exchange, as part of the consideration for this Agreement. Each water district shall be individually responsible for participating in the mapping process. HRC may or may not share the responsibility for creating and/or paying for any watershed delineation maps; however HRC shall be primarily responsible for a plan and formal requests that each water district map their respective zones of contribution. The parties shall also pursue federal funding for the watershed mapping process in the legislation that is part of the Proposed Solution. The mapping process is designed to protect the watersheds and retain those lands for watershed purposes.

(3) Amendment of Hood River County's Economic Development Plan. Upon completion of the Exchange, HRC shall start a process to eliminate all references to destinations resorts in Hood River County.

(4) North Side Vision/South Side Vision. Concurrent with the completion of the Exchange and ongoing thereafter, and in compromise consideration of the disputes resolved herein, Meadows and HRC agree to publicly support, with respect to the North side of Mt. Hood, the historic backcountry wilderness vision and appropriate restoration for the lands protected by the Proposed Solution that is shared by the HRVRC and members of the CSWF Coalition. In compromise consideration of the disputes resolved herein, HRVRC and

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McCarthy agree not to oppose Meadows' development efforts within the current and/or future boundaries of the unincorporated community of Government Camp. That support and non-opposition, respectively, will be reflected in, and will only be required to consist of, issuing agreed-upon statements, which the Parties will not thereafter contradict, unless this Agreement is terminated pursuant to Section 18. Concurrently with completion of the Exchange, and with any costs to be borne by HRVRC, Meadows shall transfer its rights in the domain name www.friendsofcooperspur.com to HRVRC. Meadows shall maintain its rights to the website until the transfer is made and bear all registration renewal costs until the transfer is made to HRVRC. HRVRC shall provide a domain name transfer agreement within 14 days after the parties agree upon the language in proposed legislation.

(5) The Lawsuits. Contemporaneously with completion of the Exchange, HRVRC will dismiss the Lawsuits, with prejudice. Concurrent with the dismissal of the Lawsuits, HRC will pay HRVRC and McCarthy costs and disbursements for the Writ of Review case in the amount of \$2,500.00. As part of the dismissal, Meadows will file a satisfaction of the attorney fees awarded to Meadows in the Declaratory Judgment action, Meadows will pay the HRVRC \$4,000 for its attorney fees, costs and disbursements incurred in the two lawsuits and the parties shall agree to remove the protective order's application to the destination resort development map that was covered by that order.

(6) Dog River Property Restrictions. Contemporaneously with completion of the Exchange, Meadows shall execute and record the necessary documents to place a restriction on the Dog River Property that the parties intend to perpetually prohibit the development of the Dog River property in a form that is mutually agreed to by all the parties. That restriction shall only allow the holder of that property to make use of the Dog River Property in a manner that is presently allowed under Goal 4, except as specified herein. A list of allowed Goal 4 uses is attached as Exhibit D, and all currently allowed uses listed in the exhibit are allowed by this agreement excepting the provisions under OAR 660-006-0025 (3)(n) and (q) and excepting the provisions under OAR 660-006-0025 (4)(e), (p), (w) and (y). HRVRC and McCarthy shall work with Meadows to agree on the legal documentation necessary to effectuate the parties' intent. The restriction shall run with the land and bind future purchasers of the land and be enforceable by HRVRC, Mike McCarthy and his successors and assigns, and/or by a willing and able conservation easement holder. HRVRC and McCarthy agree to assist Meadows in efforts to find a potential conservation buyer and conservation easement holder.

Contingent upon completion of the Exchange, HRVRC and McCarthy shall assist Meadows in its efforts to obtain the maximum possible benefit from the conservation approach for the property, including identifying the fair market value of the Dog River Property when that property is put to its highest and best use. Contingent upon completion of the Exchange, HRVRC agrees to not oppose Meadows efforts to obtain the maximum possible benefit, including any uses and value attributable to potential development beyond the uses allowed in Goal 4 that seeks to provide Meadows with the best economic return and/or available tax advantages possible.

Specifically, contingent upon completion of the Exchange, HRVRC and McCarthy agree to not oppose: (1) the approval of a lot of record dwelling on the Dog River Property; (2) approval of all necessary utilities and related easements for the lot of record dwelling, including

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but not limited to power, telephone, Crystal Springs water connection, and a well; and (3) granting of a new road easement across Hood River County land from either Cooper Spur Road or Dog River Road. HRVRC's and McCarthy's assent to not oppose these needed approvals and the road easement would not be binding or made effective until the completion of the Exchange.

(7) Protest. Contemporaneously with the completion of the Exchange, whether by legislation or through the administrative process, the parties shall request OWRD to enter in an order specifying the location of use of the water right as being within the 2.84 Acre Parcel (zoned for commercial uses). Contemporaneously with the completion of the Exchange, the parties agree to enter in a stipulated dismissal that is without prejudice to HRVRC's and Friends of Mt. Hood's rights to pursue the unresolved issues in the water right in the future. Each party shall bear their own fees, costs and expenses incurred as part of the Protest.

9. Divestiture of Ownership Interests. Upon the completion of the Exchange, and thereafter, Meadows shall not purchase, lease, manage, operate, or acquire any ownership interest in any real property, or business or other interest located on the North side of Mt. Hood, other than the Dog River Property, on the North side of Mt. Hood, with the exception of transactions where Meadows acts as a typical and ordinary customer, and with the exception of Meadows' possible purchase of property and/or business interests known as the Frost Property and the Elliot Glacier Public House specifically described in Exhibit E. For purposes of this section, Meadows acts as a typical and ordinary customer when it enters into arms length transactions with purveyors of goods or services, to purchase such goods and/or services, where the goods or services so provided are regularly and frequently sold to individual members of the general public, and such transaction occurs in the regular course of the purveyors, except that Meadows may not purchase goods or services for resale. For purposes of this Section 9 and Section 2, the North side of Mt. Hood means all the public and private lands between a northernmost point marked by an east-west line set at 45 degrees, 32 minutes and 15 seconds North Latitude on a United States Geological Survey map, and a southernmost point of an east-west line set at 45 degrees, 22 minutes and 24 seconds North Latitude on a United States Geological Survey map, running to the easternmost and westernmost edges of Hood River County, as more specifically shown on Exhibit E. In the event that Meadows violates this Section 9, upon receipt of written notice from HRVRC of the violation, Meadows shall have 30 days to provide objectively reasonable assurances that Meadows shall immediately divest itself of the property, business or other interest on the North side of Mt. Hood. After receiving notice from HRVRC, Meadows shall divest itself within 90 days and, if the assurances are not provided or divestiture does not occur, either HRVRC or McCarthy shall have the right to seek specific performance of this Section 9, and the prevailing party therein shall be entitled to recover reasonable attorney fees, costs and expenses, at trial and on appeal, for enforcing this Section 9, pursuant to Section 22, herein. If any claim in any suit or legal action to enforce this section 9, is rendered and/or adjudged moot due to Meadows' compliance with the original claim or demand, then HRVRC and McCarthy shall be the prevailing party(ies) for purposes of this section, with respect to such claim or demand.

By agreeing to bind themselves to this Section 9, Franklin Drake, Matthew Drake and David Riley are agreeing only that, upon completion of the Exchange, none of them will own an interest in, start, lead or invest in a business that acts in a manner from which Meadows is precluded from acting in this Section 9.

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10. Party Support for the Proposed Solution. The Parties agree that by entering into this Agreement, they expressly support the Proposed Solution as a compromise and resolution of their disputes. The Parties will jointly agree on all public statements regarding this Agreement. The Parties further agree that unless one of the parties terminates this Agreement, they will not take any action to oppose the Proposed Solution and/or Meadows' prospective development efforts in the current or future unincorporated community boundary of Government Camp in Clackamas County, Oregon, and that persons who serve as their respective board members, officers or directors shall not individually take any action to oppose the Proposed Solution and/or Meadows' prospective development efforts in the current or future unincorporated community boundary of Government Camp in Clackamas County, Oregon. As used herein, a person does not "take any action to oppose" the Parties' efforts herein if that person individually remains neutral on any such issue.

11. Non-Party Support for the Exchange. The Parties will work together, in a manner that they find most productive, to educate others and encourage their support for the Proposed Solution. More specifically, the Parties will expressly seek the support of the CSFW and its constituent members, Hood River County, Clackamas County, and other businesses, interest groups and individuals that are interested in the lands involved in this Agreement. The Parties will request that support for the Proposed Solution be expressed in writing, so that the parties can educate the public and advocate in favor of the Proposed Solution.

12. Congressional Support for the Exchange. As the Parties obtain Non-Party support for the Proposed Solution, the Parties shall work to obtain Congressional support for the Proposed Solution, starting with the seven members of the Oregon delegation, either in the form of Congressional legislation and appropriation directing that the Proposed Solution be completed, or in the form of Congressional support for administrative approval for the Proposed Solution. The Congressional Support required for the Proposed Solution is approval of the Proposed Solution, funding for all administrative aspects of the Exchange, including (but not limited to) formal appraisals, NEPA/EIS evaluations, and any other out-of-pocket expenses associated with the Proposed Solution, and any and all actions to accomplish the objectives of the Proposed Solution.

13. Survey(s). When Meadows determines that there is adequate Non-Party and Congressional Support for the Exchange, Meadows shall, at its expense, commission any boundary surveys and maps necessary to complete a legal description, for purposes of completing appraisals of the properties that are the subject of the Exchange. Meadows may, in its discretion, commission any such surveys before determining that there is adequate support to move forward with the Exchange.

14. Appraisals. When the Parties mutually agree that Congressional Support for the Proposed Solution is adequate to move forward, HRVRC, McCarthy and Meadows shall retain an appraiser mutually acceptable to all Parties ("Appraiser") to conduct appraisals of the Dillard Property, the Meadows Exchange Property, the Government Camp Property, and the value of the Cooper Spur Ski Area. For the purposes of the Exchange, the parties have agreed that the Appraiser shall conduct the appraisals and fix the values of those properties as of the date of the "self-contained Appraisal Report," and that any valuations or appraisals of the properties, related

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to the Exchange, shall fix the values of the properties as of the date of the "self-contained Appraisal Report," as defined herein. The parties have mutually agreed to retain Steve Hall, MAI to conduct these appraisals for the HRVRC, McCarthy and Meadows, after this Settlement Agreement is executed and announced to the public. Prior to executing this Agreement, Meadows retained Mr. Hall to collect preliminary data and other information on the value of the properties to be traded as part of the proposed solution. The Appraiser may retain a timber cruiser to conduct a timber cruise of the Government Camp Property and the Dillard Property, and to review and update the prior timber cruises of the Meadows Exchange Property, as directed by the Appraiser. In the event an appraiser or appraisers selected is not available to perform the work, the Parties shall select a substitute appraiser which substitute shall require mutual agreement of all the parties. The timber cruiser's report shall be included in the real property appraisal, which shall be delivered to Meadows by the Appraiser. Meadows shall pay for the appraisal, and the Parties' respective rights to review and approve the appraisal shall be limited to the rights specifically set forth in this Agreement. Meadows shall be allowed to first review the appraisal of the Government Camp Property before ordering the appraisal of the real property and business interests to be exchanged for the Government Camp Property. The appraisal(s) shall be prepared for the benefit of Meadows and HRVRC pursuant to the following guidelines:

A. HRVRC, Meadows and McCarthy have consulted with Steve Hall, the appraiser selected to do the work. Prior to the self-contained appraisal work being performed, HRVRC, Meadows and HRC shall each designate one or more (but no more than three) representatives to consult further with the appraiser(s), if necessary, to discuss an appropriate scope and methodology for the self-contained Appraisal Report that is to be prepared for the parties pursuant to this Agreement.

B. During the course of the appraisals, HRVRC and HRC shall be informed at least 7 days in advance of any meetings and discussions between Meadows and the appraiser(s) and shall be allowed to have a designated representative, Mr. Bob Bancroft or another designated appraiser (the "HRVRC Review Designee"), present at those meetings, but shall not be allowed to have representatives present when any of the appraisers are reviewing or evaluating proprietary and confidential business records or information of Meadows, which review and evaluation may include conversations between the Appraiser and David Riley. In addition, HRVRC and HRC will not be entitled to review any information or documents designated by Meadows as being confidential, but as described herein, HRVRC and HRC shall be entitled to review the detailed summary of such proprietary and confidential information, as that information is subject to disclosure to HRVRC and HRC under the terms described in Section D, herein. These restrictions on the use of proprietary and confidential information are designed solely to protect Meadows proprietary and confidential information in the event that the Proposed Solution is not accomplished. In the event that the Appraisal Report is provided to HRVRC and McCarthy, and then made public as part of the effort to complete the Exchange, then the confidentiality obligations in this Section 14 shall be terminated and no longer in effect with respect to any information presented in the Appraisal Report. The confidential information that is not in the Appraisal Report shall remain confidential.

C. With respect to the substantive work to be performed during the appraisal process, the Parties agree to meet with appraisers to determine the scope and design of the appraisal process. With respect to the substantive work to be work to be performed during the

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appraisal process, the Parties acknowledge that this Agreement is part of an effort to compromise and settle disputes. The Appraiser should consider applicable federal, state, and local laws, regulations, and procedures to determine the potential development value and highest and best use of the properties, without influence on the process by the Parties.

D. Meadows shall have the right to the first review of the completed appraisals for the purpose of allowing Meadows to conduct an initial review in a manner that preserves Meadows' proprietary and confidential business information if the Proposed Solution does not proceed. HRC, HRVRC and McCarthy shall be notified of the date that the appraisal(s) are provided to Meadows by the appraiser and Meadows shall have 20 days to review each appraisal. If Meadows identifies what it considers to be an error in an appraisal, Meadows shall notify the HRC and HRVRC of that error prior to contacting the appraisers. If the Parties agree that there is an error or errors, the Parties shall identify those errors in writing and jointly provide the error or errors to the appraiser and request that the errors be rectified prior to the issuance of the appraisal(s) to Meadows for another review. If there is an error, then after the Appraisal Report is corrected, Meadows shall have an additional 10 days to review the Appraisal Report, and shall determine whether if, in Meadows' sole discretion, it is appropriate to go forward with the Proposed Solution. Meadows shall have no more than 20 days from the date that the Appraisal Report is received by Meadows to make a determination whether it will proceed with the exchange, unless there is a correction of an error or errors as set forth in subsection D above. If Meadows does not communicate its determination to the Parties within those prescribed timelines, Meadows shall immediately provide the appraisal(s) to the HRVRC and Mr. McCarthy. During this process, Meadows shall continue to have the rights of termination set forth in Section 18, herein.

E. If Meadows decides, after reviewing the Appraisal Report, to not proceed with the Exchange, the Appraisal Report shall remain Meadows' sole property and shall be maintained strictly confidential. The Parties agree that in the event that Meadows terminates this Agreement after reviewing the Appraisal Report that no Party other than Meadows shall have any right, title or legal interest in the Appraisal Report, and no Party will seek its production in any legal proceeding. Notwithstanding any other provision of this Agreement, if the Exchange is not completed, the Parties agree that none of them shall use, refer to, introduce into evidence or otherwise attempt to utilize in any fashion the Appraisal Report or any part thereof, in any litigation or public proceeding.

F. If Meadows' decision is to proceed with the Exchange, then the appraisal(s) shall be provided to HRVRC and Mike McCarthy. HRVRC and McCarthy shall have 14 days from the receipt of the report to review the appraisal(s) and to determine whether or not to proceed with the Exchange. In the event that HRVRC wishes to review the underlying information upon which the appraisal(s) is based, including Meadows confidential, proprietary or other business information or data provided to the appraisers, then HRVRC shall be entitled to request that a designee have access to all the underlying information. If such a request is made to Meadows, Meadows shall have the right to refuse to respond to the request, in whole or in part. With respect to any information provided by Meadows to HRVRC under this section, that information shall be reviewed by HRVRC's designee, for purposes of determining whether the appraisal(s) accurately reflect the underlying data reviewed. As a precondition to the review of the information by HRVRC's designee, HRVRC's designee shall execute a confidentiality

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provision, precluding him or her from keeping, copying, or sharing the information with any other person or entity. Upon completion of his review of the information, which review must occur in Meadows' offices, the original and all copies of the information and documents shall be returned to Meadows, and shall not be taken by HRVRC's designee, and any documents he or she has prepared that would reveal the contents of the data so provided shall be destroyed.

15. Legislative vs. Administrative Exchange. After the Parties have acknowledged an adequate level of Congressional support for the Exchange, the Parties shall agree on whether the Proposed Solution will proceed as a Legislative Exchange or an Administrative Exchange. The Parties recognize that HRVRC and Mike McCarthy are likely to agree to proceed with the Proposed Solution if there is legislation that provides for the permanent protection for the public lands on the North side of Mt. Hood through congressionally designated wilderness protection of the undeveloped part of the Cooper Spur Ski Area, congressional withdrawal of the Crystal Springs Watershed and certain adjacent lands as set forth on Exhibit A-2. If the Parties are not able to agree on which course to take, this Agreement will terminate.

16. Bill Drafting. After the parties have acknowledged an adequate level of support for the Proposed Solution, and if the parties agree to pursue a Legislative Exchange, the parties shall either request that legislative counsel draft a bill to approve the Exchange or the Parties shall draft the proposed legislation approving the Exchange (the "Bill"). In either case, the Parties shall have the right to review and approve the Bill, in both form and substance, in their sole discretion. The Bill, as drafted, shall provide that the Proposed Solution between Meadows and the USFS shall be a like kind exchange for purposes of calculation of federal and state taxation. If the legislation as drafted, introduced, amended, approved and/or adopted is not acceptable to any of the parties, in their sole discretion, the parties may terminate this Agreement.

17. Gauging Success. On or around the 90th day after execution of this Agreement, and every 90 days thereafter, the Parties shall confer to assess the status of the Proposed Solution.

18. Termination; Dispute Resolution. Prior to the completion of the Exchange, any party may terminate this Agreement after giving 30 days' written notice. After the completion of the Exchange, this Agreement shall become irrevocable, binding and fully enforceable by any Party hereto. In the event that a Party provides notice of Termination, as set forth herein, during that 30-day period, all other timelines set forth in this Agreement shall be tolled. In the event of a termination, during that 30-day period, the parties agree that they shall participate, in good faith, in a mediation of the issue or issues that caused the notice of termination to be issued, in an effort to resolve any disputes and continue with the purpose and intent of this Agreement. The Parties' expressed intent in requiring mediation of any such decision or conflict is to preserve their mutual goals, if at all possible. Nonetheless, the Parties acknowledge and agree that until the completion of the Exchange any Party hereto, for any reason, may terminate this Agreement subject to this Dispute Resolution provision. After the completion of the Exchange, the parties may not terminate this Agreement. The Parties also anticipate that the services of the mediator, Robert Fisher, may be helpful to the parties in resolving any disputes that may or may not involve a potential termination. Therefore, any Party may request the services of the mediator at any time through the completion of the exchange. In any case where the Mediator is requested

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by the Parties, the Parties agree to share the costs of Mediator between them in a manner they agree upon.

19. Potential Future Mediation. If for any reason the Exchange fails or any Party "opts out" or terminates this Agreement, then the Parties agree that they shall enter into further mediation, with the assistance of a mediator, if desired, to attempt to settle the issues that are the subject of this Agreement. At any future mediation, the Parties agree to explore alternative settlements for resolving the issues, including, but not limited to a conservation easement, a change in development activities and other options proposed by any Party. No party is bound to accept any other option; instead the parties will need to accept any other option in their sole discretion and in writing prior to being bound.

20. Public Statements. This Agreement was entered into after a lengthy, confidential mediation. Prior to the preparation of this Agreement, the Parties agreed to share the results of the mediation with certain non-parties which necessarily required explanation of the process and the substance of the mediation. While the Parties requested that non-parties keep the results in confidence to allow the Parties to proceed with finalizing this agreement, the Parties recognized that the results of the mediation were no longer confidential. Nonetheless, the Parties shall not describe or characterize the position of any other party in discussions with the media, except as the parties agree upon. The Parties shall not seek to place blame on any other party for any reason in public statements or in discussions with the media. In their efforts to educate the broader public and their allies, in their statements, the Parties shall focus on the results of the mediation, rather than the details of any mediation discussions. In an effort to ensure full public understanding of the Proposed Solution and maintain a good working relationship, the Parties will agree upon the contents of public statements and press releases that describe the Proposed Solution and the other terms in this Agreement.

21. No Admission of Liability. This Agreement represents the culmination of extensive settlement negotiations, which were an effort to resolve even more extensive disputes between and involving the Parties. If any aspect of the Parties' negotiations, or the result of those negotiations, could be used against the Parties in any public, administrative or judicial proceeding, the Parties would not likely execute this Agreement. Therefore, the Parties agree that neither the contents nor the terms of this Agreement, nor the contents of their negotiations leading up to this Agreement, may be used in any public, administrative or judicial proceeding, except for a proceeding which involves or relates to the enforcement, interpretation, or otherwise relevant description of the specific terms of this Agreement.

22. Venue. The Parties agree that the only allowed venue for judicial resolution of any dispute about this Agreement is the Circuit Court of Hood River County.

23. Enforcement. The Parties hereby expressly agree and acknowledge that the rights, duties and obligations imposed by this Agreement may be specifically enforced by Court order, there being no reasonable method for ascertaining the monetary damages that might be suffered by one or more of the Parties, if another party breaches any provision of this Agreement. The Parties agree that the covenants and obligations in this Agreement are part of a series of covenants and obligations. If in any judicial proceeding a court refuses to enforce all of the separate covenants included in this Agreement, any unenforceable covenant will be deemed

FINAL SETTLEMENT AGREEMENT

Page 14

6/28/2005

eliminated from the provisions of this Agreement for the purposes of such proceeding to the extent necessary to allow the remaining covenants and obligations to be enforced in such proceeding.

24. Authorization. Meadows, HRVRC, McCarthy and HRC have taken all the necessary action to authorize the execution, delivery and performance of this Agreement. HRVRC, Meadows, McCarthy and HRC have full power and authority to enter into this Agreement and carry out the terms hereof, and this Agreement is a valid and binding obligation enforceable in accordance with its terms.

25. Successors. The Parties agree that this Agreement is intended to bind their respective successors, assigns, executors, and/or administrators, to the extent that any such successor, assign, executor, or administrator owns or otherwise controls a controlling interest in any of the named entities, or owns all or substantially all of the assets of any of the named entities, whether that ownership interest in the entities or assets was acquired or obtained by merger, acquisition, gift, inheritance, or other transfer.

FINAL SETTLEMENT AGREEMENT

6/28/2005

26. Integration Clause. The Parties agree that this Agreement and their Mediation Agreement constitute the entire written understanding of their respective obligations. This Agreement modifies the Mediation Agreement, which the Parties agree is no longer confidential, and to the extent that the Mediation Agreement is inconsistent with this Agreement, this Agreement shall control. No prior oral or written communications, other than those in the Mediation Agreement, whether electronic or otherwise recorded, shall be considered to be part of this Agreement. This Agreement may only be modified in writing by mutual agreement of the Parties hereto.

It is so agreed.

<p>Board of Commissioners of Hood River County</p> <p>By: <u>[Signature]</u></p> <p>Its: <u>[Signature]</u></p>	<p>Mt. Hood Meadows Oregon, Limited Partnership</p> <p>By: Mt. Hood Meadows Development Corp.</p> <p>By: <u>[Signature]</u></p> <p>Its: <u>PRES</u></p>
<p>Hood River Valley Residents Committee</p> <p>By: <u>[Signature]</u></p> <p>Its: <u>PRESIDENT</u></p>	<p>Mt. Hood Meadows Development Corp.</p> <p>By: <u>[Signature]</u></p> <p>Its: <u>PRES</u></p>
<p><u>[Signature]</u></p> <p>Michael McCarthy</p>	<p>Meadows North LLC</p> <p>By: Mt. Hood Meadows Development Corp.</p> <p>Its: Managing Member</p> <p>By: <u>[Signature]</u></p> <p>Its: <u>PRES</u></p>
<p><u>[Signature]</u></p> <p>Franklin Drake</p>	<p>North Face Inn LLC</p> <p>By: Mt. Hood Meadows Development Corp.</p> <p>Its: Managing Member</p> <p>By: <u>[Signature]</u></p> <p>Its: <u>PRES</u></p>
<p><u>[Signature]</u></p> <p>David Riley</p>	<p>Meadows Utilities, LLC</p> <p>By: Mt. Hood Meadows Development Corp.</p> <p>Its: Managing Member</p> <p>By: <u>[Signature]</u></p> <p>Its: <u>PRES</u></p>
<p><u>[Signature]</u></p> <p>Matthew Drake</p>	

First Amendment to Settlement Agreement

This First Amendment to the Settlement Agreement between Hood River Valley Residents Committee ("HRVRC"), Michael McCarthy ("McCarthy"), Mt. Hood Meadows Oreg., Limited Partnership, Mt. Hood Meadows Development Corp., Meadows North LLC, Meadows Utilities LLC, and North Face Inn LLC (all described herein collectively as "Meadows"), and Hood River County ("HRC") (collectively "the Parties"), is entered into this 16th day of May, 2006 to memorialize changes and specifications agreed to by these parties since the execution of their original Settlement Agreement - effective July 5, 2005, in order to effectuate the purpose and intent of these parties. Except as specifically modified in this First Amendment, all of the provisions of the July 5, 2005 Settlement Agreement shall remain in full force and effect.

1. Valuation of Traded Property. For the purposes of Closing the transaction, the Parties agree to request the Oregon Congressional Delegation to prepare and pass federal legislation (the "Mt. Hood Legislation") which shall fix the values of the properties and interests to be traded and donated, which values shall be based on the appraisals performed by Steve A. Hall, MAI, CCIM, Oregon State Certified General Appraiser, which appraisals were prepared in compliance with Uniform Standards of Professional Appraisal Practice (USPAP) and Uniform Appraisal Standards for Federal Land Acquisitions 2000 (UASFLA 2000), which have been reviewed and are hereby approved by the Parties.

The appraisals are described as:

- i. Complete Appraisal Self-Contained Report Cooper Spur Properties Located in Hood River County, Oregon for Mt. Hood Meadows Oreg., Limited Partnership Consisting of 1.) Cooper Spur Ski Area, 2.) Cooper Spur Inn (Dan Dillard Property) and 3.) Hood River County Exchange Property (HRCEP). Date of Valuation: April 20, 2005. Date of Report September 26, 2005. Total appraised value of \$5,535,000.
 - ii. Complete Appraisal Self-Contained Report on Government Camp Property Located in North Fringe Government Camp Clackamas County, Oregon for Mt. Hood Meadows Ski Resort Consisting of the 40-acre parcel and the 80-acre parcel. Date of Valuation: March 16, 2005. Date of Report: September 12, 2005. Total appraised value of \$3,810,000.
2. Property to Meadows. Consistent with the Settlement Agreement previously entered into between the Parties and in accordance with its terms, the Parties agree that Meadows shall trade all of its holding on the North side of Mt. Hood, except for the Dog River Property, to the Forest Service and in exchange Meadows shall

receive 120 acres of public land located in Government Camp, comprised of two parcels that had been originally identified by the Parties – one 40-acre parcel and one 80-acre parcel.

3. **Meadows Donation to the Trade.** In order to equalize the values of the properties being traded, Meadows shall donate property to the U.S. Forest Service. The difference in monetary valuation between all properties Meadows receives from the Forest Service in Government Camp versus all properties conveyed to the Forest Service by Meadows on the North side of Mt. Hood will be donated to the U.S. Forest Service in the form of property and holdings contained in the appraisal referenced in Section 1(i). The actual monetary value of the donation is \$1,725,000 which is based on the appraised values as stated in Section 1. For the purposes of federal taxation with respect to the donated amount of property, the Legislation shall specify that Meadows shall be eligible for a tax deduction in the amount of the fair market value of the property and holdings that Meadows contributes and with respect to the traded portion of the property, Meadows shall be eligible for a like kind exchange for the property that Meadows trades to the Forest Service.

4. **Timing and Closing of the Land Trade.** The Mt. Hood Legislation shall require the U.S. Forest Service to complete all required legal and regulatory processes and complete the Closing of the Land Trade within eight (8) months after the legislation is signed into law. The Mt. Hood Legislation shall specifically acknowledge that the Land Trade being proposed by the parties is the culmination of years of work by local residents, citizens and businesses from throughout Oregon and Washington states that was designed to protect the north side of Mt. Hood. The Mt. Hood Legislation shall acknowledge that numerous public hearings have been held where broad public support has been voiced for the protection of the North side of Mt. Hood and the consummation of the Land Trade. Because of this broad public support, the broad public airing that fostered dialogue regarding the proposal, and the process agreed to by the Parties, together with open and public hearings held by Congressman Greg Walden and Congressmen Earl Blumenauer of the Oregon Congressional delegation, the Mt. Hood Legislation shall specify that the Land Trade as described herein and in the July 5, 2005 Settlement Agreement is in the “best public interest for the purpose of complying with all federal laws and rules that apply to implementing the Closing and Land Trade.”

5. **U.S. Forest Service’s Sale of Real Property and Improvements at Cooper Spur.** The Mt. Hood Legislation shall specify that the U.S.

Forest Service is authorized to lease or sell the ongoing concern that is the Inn at Cooper Spur and the Cooper Spur Ski Area, in their reconfigured footprints, including all fixed assets and improvements, but shall be prohibited from selling the land underlying the Inn at Cooper Spur, the Cooper Spur Ski Area and any other land that Meadows is trading to the Forest Service as part of the Land Trade Closing or that is being protected on the north side of Mt. Hood as part of this settlement agreement. The Mt. Hood Legislation shall specify that any sale or lease of the ongoing concern, fixed assets and improvements shall be to a person other than Meadows as per the Settlement Agreement. The sale or lease of the ongoing concern shall be within the footprints specified on Exhibit A - Map. The funds received from this subsequent transaction shall be retained on the Mt. Hood National Forest, and priority shall be given to the Mt. Hood Ranger District for proposal to use these funds for restoration projects on the North side of Mt. Hood. The Mt. Hood Legislation shall specify that the U.S. Forest Service shall retain ownership and management of the underlying land received from Meadows in the Land Trade and that the U.S. Forest Service shall not sell, trade or otherwise transfer ownership of the land underlying or adjacent to the Inn at Cooper Spur and the Cooper Spur Ski Area.

6. Post Closing Transition Plan. The Parties recognize the community's desire for a smooth transition of the operation of the Inn at Cooper Spur and the Cooper Spur Ski Area within their reconfigured size and scope. Beginning after passage of the Mt. Hood Legislation, the Meadows companies and the Hood River Valley Residents Committee shall work collaboratively with the Cooper Spur Wild and Free Coalition member groups and the U.S. Forest Service to prepare for the orderly and smooth transition of the operation of the Inn at Cooper Spur and the Cooper Spur Ski Area to one or more concessionaires within the boundaries of the Settlement Agreement vision. The Mt. Hood Legislation shall specify that Concessionaires shall be able to bid competitively for the right to operate either the Inn at Cooper Spur or the Cooper Spur Ski Area (or both together) in an open process that considers all values, not just the highest dollar value. The assets, lease, and going concern interests, which interests have been appraised by Steve Hall, MAI as referenced in Section 1, shall be transferred to the U.S. Forest Service after the passage of the Land Trade Legislation only upon implementation of the trade through the "Closing" of the transaction by the U.S. Forest Service and Meadows. The Mt. Hood Legislation shall specify that if the U.S. Forest Service desires to have Meadows continue to operate the going concern business after the Closing to facilitate an orderly

transition then a short-term Special Use Permit may be issued by the U.S. Forest Service to Meadows for a period not-to-exceed one (1) year under terms similar to the existing Cooper Spur Ski Area Special Use Permit, even if new concessionaire(s) have not been secured within one (1) year after the closing. The Mt. Hood Legislation shall direct the Forest Service to immediately prepare and circulate a proposed prospectus within two months following the passage of the Mt. Hood Legislation in order to solicit new concessionaire(s). The Legislation and the short-term lease to Meadows shall specify that the Forest Service may transfer the concession to one or more concessionaires at any time after the Closing. The Mt. Hood Legislation shall direct the Forest Service to select the new concessionaire(s) and establish a turn-over date for the transfer of the operation of the two facilities as soon as possible after the closing. The liabilities and assets will be prorated to the turnover date in accordance with normal real estate closing procedures. The Parties recognize that from an operational point-of-view the least disruptive and most logical time to implement the turn-over date to the new concessionaire(s) is May 1st of any given year and will strive to time the turn-over on that date.

7. Dog River Property Resolution. This First Amended Settlement Agreement alters the Parties July 5, 2005 agreement regarding the Dog River property. Upon the execution of this First Amendment to Settlement Agreement, Meadows shall apply for a lot of record home site permit and a roadway/utility easement from Hood River County to develop one home site (the "Applications") on the 73.19 acre ("Dog River") property that is just south of the upper edge of the farming valley in the Upper Hood River Valley and currently owned by Meadows Oreg. Ltd., an Oregon partnership. HRVRC agrees not to oppose the Applications, and in exchange for that good and valuable consideration and other consideration Meadows agree to provide the HRVRC with a non-revocable option for the Dog River property that will protect the property through the conservation approach as outlined herein. Specifically, Meadows provides the HRVRC a non-revocable option that is assignable to any person that HRVRC selects as set forth in the Option Agreement attached hereto as Exhibit B (the "Option"). The Option shall allow for HRVRC, or its assignee, to purchase the property for up to one year after a favorable decision (if granted) by HRC on the lot of record and roadway/utility easement applications or if an unfavorable decision is rendered by HRC on the lot of record and/or roadway/utility easement, the option to purchase the Dog River property within one year after the Land Trade Closing occurs. This option entitles HRVRC to find a

suitable conservation buyer(s) selected by HRVRC in its sole discretion for up to one year after the favorable decision by HRC approving the lot of record application and roadway/utility easement or after the Land Trade Closing in the event of an unfavorable decision on the Applications. The Option Agreement shall provide that the HRVRC or its assignee (conservation buyer) and Meadows shall jointly select an appraiser to value the Dog River property and the identified buyer has the first right to purchase the property at the appraised value. The buyer shall be required to pay for the appraisal. If the identified conservation buyer decides not to buy the Dog River property, the HRVRC shall be allowed to find an alternative buyer within the original one-year time frame. In case the appraisal is delayed, the HRVRC shall have up to nine (9) months after the completion of the appraisal to find a buyer if the identified buyer did not purchase the Dog River property. If no buyer purchases the property within the time frames provided to HRVRC, the parties agree that Meadows can then place the Dog River property and its associated building permits and roadway/utility easements, if any, on the open market for sale except that the property shall be restricted as provided in the Settlement Agreement between the parties prior or concurrently with its sale. In the event that the lot of record and/or roadway/utility easement are not granted, the Closing occurs but a buyer is not located within the time frames above and Meadows retains ownership of the Dog River property, Meadows shall restrict the use of the Dog River property in a manner consistent with the July 5, 2005 Settlement Agreement and as approved jointly by the Hood River Valley Residents Committee and Meadows if the Land Exchange is Closed.

8. Government Camp Development Non-Opposition. The HRVRC requested the Cooper Spur Wild and Free Coalition member groups and the Coalition as an entity to voice their support for the proposed solution at the congressional hearing on December 3, 2005 and thereafter as part of a comprehensive package to protect the North side of Mt. Hood. HRVRC has also requested and will continue to request these groups to provide non-opposition to Meadows development plans for the 120 acres the parties are proposing that Meadows will receive in exchange in Government Camp provided Meadows plans for that property stay within the parameters of the Government Camp Revitalization Plan and the Clackamas County Comprehensive Land Use Plan and Zoning Ordinances (any of which may be amended in the future), including the maintenance and/or appropriate relocation of existing ski trails and protection of wetlands that run through the property and other features that have been identified on the Government

Camp Revitalization Plan. HRVRC makes no warranty or promise that it is able to secure the non-opposition of the members of the Cooper Spur Wild & Free Coalition to Meadows plans in Government Camp.

9. Crystal Springs Watershed Protection Zone. The HRVRC has worked to put forward legislative language in in Exhibit C that outlines how the Crystal Springs Watershed Protection Zone shall be congressionally withdrawn and managed after closing of the Land Trade for the purposes identified therein. The parties agree and request Congress to make this language part of the legislation contingent upon and effective only upon the Closing of the Land Trade, rather than effective at the time the legislation becomes signed into law. The legislation shall reflect the years of community supported dialogue on the issue of watershed protection and any clarifications shall continue to be authorized by the Hood River Valley Residents Committee. If for any reason the Closing of the Land Exchange does not occur, the requirements outlined in Exhibit C shall become null and void.

Board of Commissioners of Hood River County

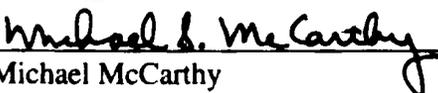
By: 

Its: Chair

Hood River Valley Residents Committee

By: 
Scott Franke

Its: President


Michael McCarthy

Mt. Hood Meadows Oregon, Limited Partnership

By: Mt. Hood Meadows Development Corp.

By: 

Its: M.H.M.D.

Mt. Hood Meadows Development Corp.

By: 

Its: PRES

Meadows North LLC

By: Mt. Hood Meadows Development Corp.

Its: Managing Member

By: 

Its: PRES

North Face LLC

By: Mt. Hood Meadows Development Corp.

Its: Managing Member

By: 

Its: PRES

Meadows Utilities, LLC

By: Mt. Hood Meadows Development Corp.

Its: Managing Member

By: 

Its: PRES

REPORTS



Hood River County Board of Commissioners Hood River Watershed Group Annual Update

Cindy Thieman, Watershed Group Coordinator

May 18, 2020

The last 12 months were action-packed for the Hood River Watershed Group (HRWG) and its Partners. Two construction projects that had been in the works for several years were completed, namely Dee Irrigation District's distribution pipeline and the County's Hutson Dr./Evans Creek culvert project. HRWG also helped the U.S. Forest Service and Confederated Tribes of the Warm Springs (CTWS) complete another instream habitat restoration project on the West Fork Hood River. On Neal Creek our Restoration Project Manager, Alix Danielsen, was busy talking with streamside landowners interested in improving habitat for winter steelhead and coho salmon. Below are highlights from each of these projects, as well as new grants and our soon to be released 20-year Strategic Action Plan.

Dee Irrigation District Water Conservation Project

This project replaced approximately 32,000 feet of old distribution pipe with HDPE pressure pipe and installed a centralized pump station. This allowed the ends of the distribution lines to be capped, which eliminated seven end spills and will leave significantly more water in the upper West Fork for salmon and steelhead. It will also help Dee Irrigation District avoid being shut off at the end of dry summers, protecting the livelihoods of Dee Flat farmers and making the District and County more resilient. This project is a great example of how water conservation projects benefit both the environment and economy.

Funding was provided by the Oregon Water Resources Department (\$1.6 million), Oregon Watershed Enhancement (OWEB) Board (\$ 225,587), Business Oregon Regional Solutions Infrastructure Fund (\$63,378), and Dee Irrigation District (~ \$375,000) through the Oregon Department of Environmental Quality's State Revolving Loan Fund.

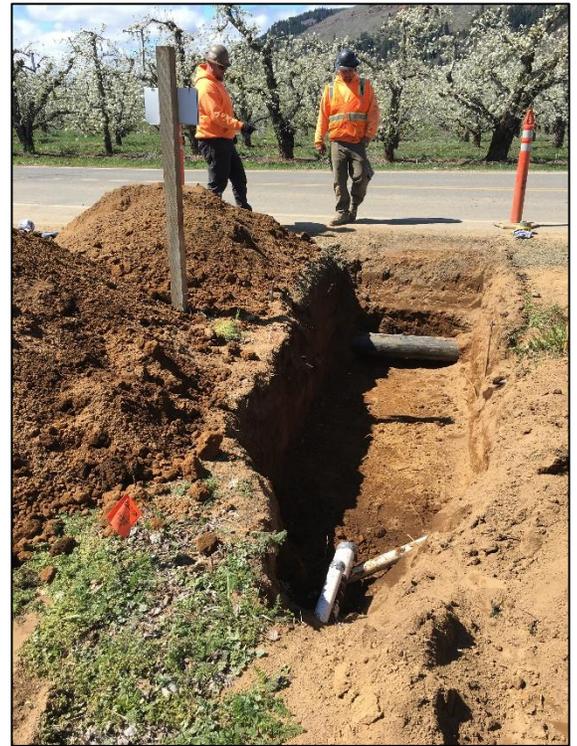


Figure 1. April 2020- Final Stages of the DID Distribution Pipeline Project

East Fork Irrigation District: Eastside Lateral Pipeline Project

The design for the Eastside Lateral Pipeline Project is 90% complete and we anticipate construction to begin this fall on the first phase of the pipeline! Current funding has been secured from the Natural Resources Conservation Service (\$1.3 million) and CTWS (\$410,000). We are currently pursuing funding for Phase 2 from OWEB, OWRD, and NRCS.

Evans Creek-Hutson Dr. Fish Passage Project

The County worked with HRWG and CTWS to restore fish passage on Evans Creek at Hutson Drive. After a few iterations of design and permits the project was implemented last summer. Two undersized culverts were removed, a new culvert was installed under Hutson Drive, and 400 feet of stream channel was restored to its original location. Native trees and shrubs were planted throughout the riparian area. The project received funding from OWEB (\$400,000), CTWS (\$180,740), and the County (\$355,073), and is a great example of collaboration among diverse partners.



Figure 2. New culvert on Evans Creek

West Fork Hood River at Jones Creek Fish Habitat Project

This project restored fish habitat along 0.6-miles of the upper West Fork Hood River between the confluences with Jones Creek and Ladd Creek. Approximately 350 pieces of large wood were placed in the stream and floodplain to improve and expand salmonid spawning and rearing habitat. The picture to the right shows several wood structures that have deepened pools and trapped spawning gravel over the winter. Funding was provided by OWEB (\$72,704), CTWS (\$94,000), and the Forest Service (\$228,000).



Figure 3. April 2020- West Fork Hood River

New Grants!

West Fork Hood River at Red Hill Creek Instream Habitat Project

The next fish habitat project on the West Fork Hood River will take place near its Red Hill Creek confluence. We will place large wood structures in the river and its floodplain to create more pools and improve spawning and off-channel habitat. Funding will be provided by CTWS (~\$150,000) and OWEB (\$88,000), with the Forest Service developing the design and providing large wood.

Neal Creek Habitat Restoration Design

The Watershed Group is working with several landowners on Neal Creek to restore fish habitat. Currently HRWG has received \$27,500 from Pacific Power's Blue Sky Habitat Fund to start designing the projects, with a pending OWEB grant to complete the design.

Coming Soon!

Look for the new Hood River Watershed Group website (hoodriverwatershed.org) in June and the Hood River Basin Strategic Action Plan in July.

Hood River Soil & Water Conservation District

Update to the Hood River County Board of Commissioners
Heather Hendrixson, District Manager, Hood River SWCD
May 18, 2020

Notable SWCD activities over the past year:



The SWCD provides technical assistance and funding to improve stream habitat like this hardened livestock crossing and riparian fencing project

ODA Agricultural Water Quality Management Area program: As the Local Management Agency, we are tasked with implementing the Areas Rules, assisting on complaint investigations, and providing technical and education assistance to agricultural landowners. The Area Plan and Rules will be reviewed and updated in late 2020. Agricultural landowners are required to:

- Manage manure and other waste so it does not enter waters of the state.
- Maintain sufficient vegetation on streams to control water pollution by moderating solar heating, minimizing streambank erosion, and filtering sediments and nutrients from surface runoff.

Odell SIA and Whiskey Creek Focus Area

The Odell watershed was chosen by the Oregon Department of Agriculture (ODA) in 2016 as one of six Strategic Implementation Areas (SIA) in the state. ODA evaluated agricultural properties in the Odell watershed focusing on livestock in or near creeks, manure storage practices, the quality of streamside vegetation, and the amount of bare ground located in the vicinity of a waterway. The SWCD secured funds to make necessary improvements to two livestock operations through planting native vegetation, fencing, and other activities. Efforts will continue in Odell through spring of 2021. The SWCD will focus efforts on the Whiskey Creek watershed for the 2019-2021 biennium.

Pollinator and Beneficial Insects Workshop

We have been actively promoting programs to address declines in pollinator habitat and diversity. We worked with the Natural Resources Conservation Service, Xerces Society, and OSU to develop a workshop for fruit growers and home gardeners to learn about practices that promote the conservation and management of pollinators and beneficial insects. Attendees learned about habitat improvements, flowering meadows, hedge rows, cover crops, and pest control and the NRCS funding available for such projects. Two pesticide applicator credits were available to workshop participants. Approximately 35 people attended the event, held at the Hood River library.

Outreach: The Hood River SWCD launched an updated website this year. Check it out at hoodriverswcd.org! We also continued our quarterly eNews newsletter, mailed 1,200 annual reports to area residents in December, and are joining OSU Extension in launching their Land Steward Course this month.

Oregon Watershed Enhancement Board (OWEB) Small Grant program: The Hood River SWCD continues to coordinate the OWEB Small Grant program in our area, and started a new biennium in August 2019. Three new projects were approved for funding this spring which included two irrigation projects and one livestock project. OWEB has now placed a hold on all future grant funding until they receive updated budget projections (anticipated to be much lower than expected due to reductions in lottery revenue) and will make decisions about future funding in June. We have applications ready for the remainder of the biennium funds once they are hopefully released. Four projects were completed in the past year, including two irrigation improvement projects and two livestock management projects. Since the program began in 2001, approximately \$938,000 in OWEB small grant funds have been matched by \$938,000 in local contributions to implement 115 projects in our county.

A typical OWEB small grant project involves upgrading irrigation sprinklers to more efficient microsystems, like the one pictured here.



Hood River Pesticide Stewardship Partnership (PSP): Since 1999, the Hood River PSP has been monitoring pesticides in area streams. With funding from Oregon Department of Agriculture, this program provides important information about pesticide detections that is used to document water quality impairments in area streams. ODA, OSU Extension and the SWCD use the information to target educational outreach to farmers, weed managers, and other pesticide applicators. The SWCD handles the contracts for the partnership, collects samples, and facilitates meetings. In 2019, no pesticide concentrations were above 10% of any EPA aquatic life benchmark. Only one insecticide was detected one time, and no fungicides were found. The most frequently detected pesticides were commonly used herbicides, such as Simazine and Diuran. Simazine detections and average concentrations increased in 2019 following declines from 2016-18 while Diuran concentrations continued a steady decrease since peaking in 2015. These herbicides, and many others, are used by homeowners, on rights-of-way, and by agriculture.

Hood River Valley Groundwater Monitoring and Conservation Outreach: Hood River County and the Hood River SWCD will continue their partnership to monitor groundwater levels at approximately 25 wells across the Hood River Valley through 2026. SWCD staff are monitoring groundwater on a quarterly basis and results will be used to inform long term trends in groundwater and can be used to determine any future reduction of groundwater levels as a result of increased water extraction, changes in precipitation patterns, and increased ambient temperatures in the valley.

Hood River SWCD Native Plant Sale: The SWCD moved its annual native plant sale from early April to late March and only distributed pre-sold orders due to pending stay at home orders from Governor Brown. Despite having no volunteers, staff bundled all orders and arranged an early pick-up with all 186 customers. We sold almost 5,000 trees and shrubs, an increase over last year. Additional plants were donated for local restoration projects. Customers were appreciative of getting their native plants, even though plants were not individually labelled, cost more, and were available almost a week ahead of schedule.

Noxious Weeds: **Funding:** the SWCD attends Columbia Gorge Weed Management Area quarterly meetings. The SWCD does not have additional funding to engage in weed control program efforts. **Weed of the Month:** To provide consistent information and raise public awareness of weeds of concern in our area, we partner with the Central Gorge Master Gardeners to continue the “weed of the month” effort. Weed alerts will be advertised in the local newspaper and via flyers around town from April through September. **Garlic Mustard:** The SWCD secured funding to continue the garlic mustard control efforts started in 2011 in cooperation with the USFS, ODA and private landowners. In spring of 2020 four known garlic mustard infestation sites were surveyed and hand pulled. The long-standing hand pulling contractors were not available this year, but we were able to hire a new, local landscaper with a small crew to pull garlic mustard. It appears that treatments are working, and the numbers of plants were much lower this year than in previous years.

Covid-19 response: The Hood River SWCD office is currently closed to the public, as is the entire OSU Extension campus. All staff are mainly working from home and can be reached via email or phone. A temporary social distancing policy was put in place in April to direct staff and contractors to follow Oregon Health Authority guidelines for maintaining proper social distancing to prevent the spread of the virus.

Hood River County - Open Jobs

5/14/2020

Key:	
	Funded thru General Funds
	Partially Funded thru General Funds
	Not Funded from General Funds

Posted

911 Dispatch	In Background
Sheriff Deputy (x1)	In background
Equipment Mechanic	Sourcing
Payroll Accountant	Hired
OHV Trails Specialist- Seasonal	Hired

Reserve Deputy Sheriff	Collecting Apps	Passive Search-Job only posted on County Site
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Not Posted

Juvenile Probation Officer

CONSENT ITEMS

ARTICLE 20 - SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specified in the court's decision, and the remainder of this Agreement shall not be affected thereby, and upon issuance of such a decision, the County and the Union will enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

ARTICLE 21 – DURATION AND TERMINATION

This Agreement shall be effective July 1, 2020 and shall remain in full force and effect and until June 30, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than January 15, prior to the expiration of subsequent anniversary date that it wishes to modify this Agreement for any reason. In the event such notice is given, negotiations shall begin not later than thirty (30) days after said notice.

FOR THE UNION:

FOR THE COUNTY:

Date: _____

Date: _____

Micaela Keller, Local President

Jeff Hecksel
County Administrator
Signing in lieu of all Commissioners
Approved by Board of Commissioners 5/18/2020

Ian Stromquist

Date: _____

Date: _____

Bao Nguyen, Union Representative

Bruce Bischof, Approved as to form

HOOD RIVER COUNTY

AND

HOOD RIVER EMPLOYEES LOCAL UNION NO. 1082

AFSCME COUNCIL 75, AFL-CIO

(GENERAL EMPLOYEES)

JULY 1, 2020 THROUGH JUNE 30, 2021

Sections bargained for just the July 1, 2020 through June 30, 2021 fiscal year were:

- 1) Article 13 – Wages
- 2) Article 17 – Layoff and Recall

All other sections (anything not included below) will remain unchanged for this upcoming fiscal year, the term of this current agreement.

#1

Current Language:

ARTICLE 13 - WAGES

13.1 Wages:

Effective July 1, 2018 the hourly and equivalent monthly rates in effect prior to the July 1 of that year shall be increased by 2.1%.

Effective July 1, 2019 and each July 1 thereafter, the hourly and equivalent monthly rates in effect prior to July 1 of that year shall be increased to the preceding January's CPI-W-All cities Wage Earners and Clerical Workers with an increase minimum of 2.5% and a maximum of 4% for cost of living.

Updated Language effective July 1, 2020:

ARTICLE 13 - WAGES

13.1 Wages:

Effective July 1, 2020 the hourly and equivalent monthly rates in effect prior to the July 1 of that year shall be increased to 3.0%.

Effective July 1, 2019 and each July 1 thereafter, the hourly and equivalent monthly rates in effect prior to July 1 of that year shall be increased to the preceding January's CPI-W-All cities Wage Earners and Clerical Workers with an increase minimum of 2.5% and a maximum of 4% for cost of living.

#2

Current Language:

ARTICLE 17 - LAYOFF AND RECALL

17.1 Layoff

In the event the County deems it necessary to lay off employees, such layoff shall occur within affected job classifications as determined by the County. Employees may bump to lower or lateral classifications within the work unit, provided that the employee has the knowledge, skills and ability to perform the duties of the classification in the position description, and has greater seniority than the incumbent to that classification. In the event 2 or more employees are determined equally qualified by the County, the senior employee shall be retained. In the event the Union considers the Supervisor's above determination as relative qualifications and ability to have been arbitrary and in bad faith, it may submit that question as a grievance for handling in accordance with the grievance procedure, commencing at Step 2. If an employee receives layoff notice, the County may make a reasonable effort to place the employee in another vacant County position, provided that the employee has the required knowledge, skills and ability.

Whenever possible, the County will give thirty (30) days' notice of layoff, and in no event less than fifteen (15) days' notice. Employees laid off shall be compensated for any accrued vacation hours and compensatory time hours.

17.2 Recall

In the event a reduction in force has occurred, employees will be recalled in the reverse order of lay off, provided such employee is qualified to perform the available work. Such recall shall first be offered to the most senior employee that left the position that is available.

Any employee will be eligible for recall for eighteen (18) months after the date of his/her layoff. The County shall notify a laid-off employee of a position opening by registered letter, return receipt requested, at his/her address of record as maintained in the employee's personnel file. It shall be the employee's responsibility to ensure that his/her current address is on file at the time the layoff occurs and to provide in writing by certified mail notification of any change of address following the date of layoff.

The laid-off employee, upon receipt of notification of recall, shall send by certified mail a letter of Intent post-marked no later than five (5) calendar days from the date of receipt of such notification, indicating his/her acceptance or rejection of the position and have an additional fourteen (14) days thereafter in which to begin active employment. If the employee cannot be reached at his/her address of record or if he/she rejects any position offered to him/her which is at least equivalent to the one held prior to layoff, he/she shall forfeit all re-employment rights. Employees who wish to waive re-employment rights may do so by written notification to the County. Employees returning from layoff shall have previously accrued sick leave and seniority reinstated, but shall not receive benefits for the period of layoff.

Updated Language effective July 1, 2020:

ARTICLE 17 - LAYOFF AND RECALL

17.1 Layoff

In the event the County deems it necessary to lay off employees, such layoff shall occur within affected job classifications as determined by the County. Employees may bump to lower or lateral classifications within the work unit, provided that the employee has the knowledge, skills and ability to perform the duties of the classification in the position description, and has greater seniority than the incumbent to that classification. In the event 2 or more employees are determined equally qualified by the County, the senior employee shall be retained. In the event the Union considers the Supervisor's above determination as relative qualifications and ability to have been arbitrary and in bad faith, it may submit that question as a grievance for handling in accordance with the grievance procedure, commencing at Step 2. If an employee

receives layoff notice, the County may make a reasonable effort to place the employee in another vacant County position, provided that the employee has the required knowledge, skills and ability.

Whenever possible, the County will give thirty (30) days' notice of layoff, and in no event less than fifteen (15) days' notice. Employees laid off shall be compensated for any accrued vacation hours and compensatory time hours.

17.2 Recall

In the event a reduction in force has occurred, employees will be recalled in the reverse order of lay off, provided such employee is qualified to perform the available work. Such recall shall first be offered to the most senior employee that left the position that is available.

Any employee will be eligible for recall for **twenty-four (24)** months after the date of his/her layoff. The County shall notify a laid-off employee of a position opening by registered letter, return receipt requested, at his/her address of record as maintained in the employee's personnel file. It shall be the employee's responsibility to ensure that his/her current address is on file at the time the layoff occurs and to provide in writing by certified mail notification of any change of address following the date of layoff.

The laid-off employee, upon receipt of notification of recall, shall send by certified mail a letter of Intent post-marked no later than **fifteen (15)** calendar days from the date of receipt of such notification, indicating his/her acceptance or rejection of the position and have an additional fourteen (14) days thereafter in which to begin active employment. If the employee cannot be reached at his/her address of record or if he/she rejects any position offered to him/her which is at least equivalent to the one held prior to layoff, he/she shall forfeit all re-employment rights. Employees who wish to waive re-employment rights may do so by written notification to the County. Employees returning from layoff shall have previously accrued sick leave and seniority reinstated, but shall not receive benefits for the period of layoff.

2020-2021 – AFSCME Public Works Union Contract

Reopener:

AFSCME Public Works Union Contract at this time only desires to reopen contract for 1 year and wants to only bargain for the COLA to be awarded.

AFSCME Public Works Union requests 3.0% COLA for fiscal year 2020-2021.

Cost:

Base Salary	Base + 2.5%	Base + 3%	
\$ 806,602.35	\$ 834,876.68	\$ 838,949.25	
	\$ 28,274.33	\$ 32,346.90	Additional Cost
		\$ 4,072.57	Difference between 2.5 and 3.0 COLA

Hood River County budgeted for 2.5% COLA, however has already agreed to grant 3.0% COLA for AFSCME General Employees Union 1082, AFSCME DDA, Non-Union Employees and proposed 3.0% COLA for the Law Enforcement Union Contract members.

Hood River County would ask the Board of Commissioners to approve the AFSCME Public Works Union Contract request of 3.0% COLA.

AGREEMENT BETWEEN

HOOD RIVER COUNTY

AND

HOOD RIVER LOCAL NO. 2503

COUNCIL NO.75

AFSCME

EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021

Current Language:

ARTICLE XVII

WAGES

Section 2- Cost of Living: : Effective July 1, 2018 the hourly and equivalent monthly rates in effect prior to the July 1 of that year shall be increased by 2.1%.

Proposed Language:

ARTICLE XVII

WAGES

Section 2- Cost of Living: : Effective July 1, 2020 the hourly and equivalent monthly rates in effect prior to the July 1 of that year shall be increased by 3.0%.

ARTICLE XXII

WARRANTY OF AUTHORITY

Persons executing this Agreement on behalf of the County and the Union hereby warrant and guarantee that they have the authority to act for, bind and collectively bargain on behalf of the organization which they represent.

LOCAL UNION NO.2503:

HOOD RIVER COUNTY

REPRESENTATIVES

Date: _____

Date: _____

Local President

Jeff Hecksel, County Administrator
Signing in lieu of all Commissioners
Approved by Board of Commissioners 5/18/2020

Negotiating member

Negotiating member

Negotiating member

Negotiating member

Approved as to form:

Date: _____

Bao Nguyen
Union Council Representative

Bruce Bischof
Labor Counsel

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: May 1, 2020 **DEPARTMENT:** Planning **NAME:** Eric Walker

SUBJECT: Appeal of a Permit Extension (Commercial Land Use Permit #13-0216)

AUTHORITY: *ORS:* _____ *OAR:* _____

COUNTY ORD.: HRCZO (Section 1.130)

BACKGROUND/SUMMARY OF SUBJECT:

On September 13, 2019, the County Planning Department approved a request made by Apollo Land Holdings for a fourth extension of their approved Commercial Land Use Permit involving an outside concert venue at the former Dee Mill site. In compliance with Section 1.130 of the HRCZO, the request was reviewed as a ministerial (Type I) action.

On September 27, 2019, the permit extension was appealed by Thrive Hood River.

On January 8, 2020, the County Planning Commission initially heard the matter. After a requested continuance period, the Planning Commission reconvened on February 12, 2020, and then deliberated and voted (4-2) to deny the appeal based on applicable requirements of Section 1.130 of the HRCZO.

On March 6, 2020, Thrive Hood River appealed the Planning Commission's decision.

FISCAL IMPACT- *Budget Line Item:* _____ *Acct Bal \$* _____

Est. Hrs. Spent to Date: _____ *Est. Completion Date:* _____

Comments:

Fiscal impacts associated with this application are limited to staff time.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*
HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

Staff recommends that the Board schedule a public hearing for June 15, 2020 to consider the above-mentioned appeal.

ADMINISTRATION RECOMMENDATION:

Approve setting a public hearing for June 15, 2020 at 6:00pm or soon thereafter to consider an appeal filed by Thrive Hood River of the Planning Commissions denial of Thrive Hood River's initial appeal of Apollo Land Holdings CLUP #13-0216 extension application.

FOLLOW UP: *ORD/RESO/AGMT/ORDER, ETC:* ORIGINALS TO R&A
COPIES TO: County Planning

415-20-0078-PLNG

Appeal Fee \$ 2785.00 (P)

COUNTY OF HOOD RIVER)
STATE OF OREGON)
PETITION FOR APPEAL OF THE)
PLANNING COMMISSION'S DECISION)
(COUNTY ZONING ORDINANCE))

45-19-0243
Name and County File Number

Pursuant to Article 61, Hood River County Permanent Zoning Ordinance, an action or ruling of the Planning Commission authorized by this ordinance may be appealed to the Board of Commissioners within 15 days after the Commission has rendered its decision by filing written notice with the Department of Records and Assessments. If no appeal is taken within the 15 day period, the decision of the Commission shall be final.

The written notice of appeal should be accompanied with a statement indicating whether new evidence will be given. The Board may then order the Planning Commission to hear the new evidence presented. The Board's hearing on the appeal will be limited to the record of evidence presented to the Planning Commission unless the Board elects at its option to hear testimony and other evidence in addition to the Planning Commission record.

Notice of the public hearing shall be by one publication in a newspaper of general circulation in the County, not less than ten (10) days prior to the date of the hearing. The above filing fee shall be paid to Hood River County, Records and Assessment Department, 601 State Street, Hood River OR 97031.

Those making an appeal must have "standing" as prescribed in Section 61.06; see attached Appendix "A". Based upon consideration of provisions in Section 61.06, it is felt that I (we) have standing based upon the following justification:

SEE ATTACHED

Consequently, I (we) hereby appeal the decision of the Hood River County Planning Commission in the application of:

Appeal #19-0243 of Extension of Commercial
Land Use Permit # 13-0216

for: IN 10E 7, Tax Lot #201
Applo Land Holdings LLC, applicant

heard before the Planning Commission on the 21st day of Febmay, 20 20 for the following reasons: SEE ATTACHED

I (we) therefore petition the Board of Commissions to hold a public hearing to consider this appeal of the Planning Commission action on the above matter.

Dated this 6th day of MARCH, 2020.

by: HEATHER STATEN, Executive Director
THRIVE HOOD RIVER
P.O. Box 1544
Hood River, OR 97031
heather@thrivehoodriver.org
541-490-5225

Appeal of Planning Commission Decision in Appeal #19-0243 dated February 21, 2020

**Appeal of Extension of Commercial Land Use Permit #13-0216;
1N 10E 7, Tax Lot #201**

Applicant: Apollo Land Holdings, LLC

Standing:

Thrive Hood River has standing to appeal this decision under Section 72.45 (B)(3) because it is a civic organization that has a valid interest in the preservation of aesthetic, healthful and conservation conditions for the welfare of the general public. For over 40 years, Thrive Hood River (formerly Hood River Valley Residents Committee) has had a mission to protect Hood River Valley farms, forestlands, watersheds and the livability of its urban and rural communities through advocacy, education and monitoring land use processes and decisions. Thrive Hood River additionally has standing under Section 72.45 (B)(2) as an aggrieved and as an adversely affected party.

Thrive Hood River participated in person and in writing at the Planning Commission hearings of this appeal.

Reasons for Appeal:

1. Permit extensions are discretionary permits. It is historic Hood River County Planning Department practice to deny permit extensions for projects that have already had multiple extensions but show no diligence towards completion. This is the fourth permit extension for the project and the applicant has failed to even commence construction.
2. The extension should be denied because it is inconsistent with HRCZO 1.130.A.4. The County has changed its policy on approval criteria for evaluating commercial and non-rural projects on properties zoned in the Dee Mill exception area. For commercial projects and uses that are urban, rather than rural, Hood River County now requires a showing of compliance with OAR 660-004-0018 and consideration of whether exceptions to Goal 4 and Goal 14 are required.
3. The appeal should be granted for the reasons laid out by Mary Ellen Barilotti in her written testimony before the Planning Commission dated January 5, 2020, January 15, 2020 and rebuttal letter dated January 22, 2020. In particular, since the county does not have a compliance acknowledgment from the state for the development of an amphitheater, the county must follow the requirements of ORS 215.427(3)(a) or in the alternative hold a public hearing to determine if the amphitheater use is consistent with the rural use of the land.
4. The Planning Commission decision is flawed because Planning Commissioner AJ Kitt has a conflict of interest that he did not disclose. Instead Commissioner Kitt affirmatively declared that he had no conflict and then participated in the decision. Mr. Kitt has a business relationship with Apollo Land Holdings LLC. Mr. Kitt is the real estate agent for the applicant, Apollo Land Holdings and

additionally for another company, South Point LLC which is owned by Bob Benton and Jason Taylor, partners in Apollo Land Holdings LLC.

5. As LUBA's decision in *Hood River Valley Residents Committee v. Hood River County* 75 Or LUBA 452 (2017) demonstrated, Hood River County should have applied additional approval criteria to the project when it was first before the County. LUBA found that projects on the Dee Mill properties must be consistent with the uses authorized by the acknowledged Dee Mill exception and maintain the land as "Rural Land" (commercial and urban uses would require a new reasons exception). These analyses were not done on the initial application. Hood River County should not perpetuate the error by granting additional extensions.

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: 05/12/2020 **DEPARTMENT:** HEALTH **NAME:** Patricia Elliott

SUBJECT: HEALTH DEPARTMENT - FUND 420 2106 C.A.H.S. IMM Program - BUDGET ADJUSTMENT - FY 2019/2020

AUTHORITY: *ORS:* _____ *OAR:* _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

Health Department Immunization Program - beginning fund balance, Title V Flex, Health Services Fees less than budgeted. Additional funds received: Title V grant \$15,707, Medicaid Match \$8,865, Reimbursement items- Misc. \$33,900. Funds will be used to cover wages and benefits for personnel, and materials and services.

FISCAL IMPACT- *Budget Line Item:* 420 2106 *Acct Bal \$* _____

Est. Hrs. Spent to Date: _____ *Est. Completion Date:* _____

Comments:

Increase of revenue will cover wages and benefits for personnel, and materials and services.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*

HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

Approved budget Adjustment as presented.

ADMINISTRATION RECOMMENDATION:

Approve and sign a budget adjustment Resolution to cover revenue and expenditures in the CAHS Immunization fund of the Health Department Budget FY 19/20.

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

COPIES TO: HD/B&F

**BEFORE THE BOARD OF COMMISSIONERS
HOOD RIVER COUNTY, OREGON**

**IN THE MATTER OF A BUDGET)
ADJUSTMENT – FY 19/20)
Health Department – 420 2106)**

RESOLUTION # _____

WHEREAS, Health Department C.A.H.S. Immunization Program beginning fund balance, Health Services Fees, and Title V Flex Fund, less than budgeted;

WHEREAS, MCH Title V come in \$15,707, Medicaid Match \$8,865, Reimbursement items \$33,900 more than budgeted;

WHEREAS, additional funds will cover expenses for Personnel, Materials and Services, and Program supplies; and,

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

**HEALTH PROGRAM FUND
420 2106 C.A.H.S.**

		REVENUE		EXPENSE	
		INCREASE	DECREASE	INCREASE	DECREASE
REVENUE					
Beginning Fund Balance	420 2106 300 01 01		1,421		
MCH Title V MCH/CAH	420 2106 332 10 08	15,707			
Immunization Action Plan	420 2106 332 10 09	454			
MCH Title V Flex Funds	420 2106 332 10 26		15,500		
Medicaid Match	420 2106 335 10 38	8,865			
MCH/C&A Health State GF	420 2106 335 10 44	62			
Health Service Fees	420 2106 341 10 68		19,600		
Donations & Contributions	420 2106 365 10 01	20			
Reimbursed Items – Misc	420 2106 390 10 10	33,900			
PERSONNEL					
Health Services Aide II	420 2106 441 11 65				7,173
Office Specialist II	420 2106 441 12 45			1,524	
Public Health Nurse	420 2106 441 12 78			11,873	
Public Health Nurse Supv	420 2106 441 12 84				9,097
WIC Paraprofessional Certifier	420 2106 441 13 29			10,383	
Fica / Medi	420 2106 441 15 01			491	
Medical/Dental/Life	420 2106 441 15 04			8,344	
Suta	420 2106 441 15 05			7	
Veba	420 2106 441 15 06			350	
Pers – In Lieu	420 2106 441 15 90			980	
MATERIAL & SERVICES					
Contract Svc/Professional	420 2106 441 40 18			1,400	
Bank Charges	420 2106 441 45 06			250	
Program Supplies	420 2106 441 50 07			4,043	

Ending Fund Balance	420 2106 441 99 99				888
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ADOPTED THIS ____ DAY OF MAY, 2020

Michael J. Oates, Chair

Karen Joplin, Commissioner

Rich McBride, Commissioner

Robert Benton, Commissioner

Les Perkins, Commissioner

ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2020 Y.T.D.	CURRENT ENCUMBRANCES	2020 TOTAL	2020 REMAINING BALANCE	% USED
FUND 420 HEALTH DEPT. PROGRAMS							
DEPT 21 HEALTH DEPARTMENT							
DIV 06 C.A.H.S.							
300.01-01	BEGINNING FUND BALANCE	1,594-	173-	0	173-	1,421-	10.85
332.10-08	MCH TTL V MCH/CAH	6,500-	18,508-	0	18,508-	12,008	284.74
332.10-09	IMMUNIZATION ACTION PLAN	10,200-	8,878-	0	8,878-	1,322-	87.04
332.10-26	MCH TTL V FLEX FUNDS	15,500-	0	0	0	15,500-	.00
335.10-38	MEDICAID MATCH	45,000-	36,538-	0	36,538-	8,462-	81.20
335.10-44	MCH/C&A HEALTH-STATE GF	4,150-	3,510-	0	3,510-	640-	84.58
341.10-13	HEALTH FEES	82,000-	77,342-	0	77,342-	4,658-	94.32
341.10-68	HEALTH SERVICE FEES	37,000-	13,050-	0	13,050-	23,950-	35.27
365.10-01	DONATIONS/CONTRIBUTIONS	0	20-	0	20-	20	.00
390.10-10	REIMBURSED ITEMS - MISC	0	33,900-	0	33,900-	33,900	.00
* 201,944-		191,919-	0	191,919-	10,025-	95.04	

**	REVENUE	201,944-	191,919-	0	191,919-	10,025-	95.04

441.11-56	HEALTH ACCOUNTING CLERK	17,059	12,297	0	12,297	4,762	72.09
441.11-59	HEALTH DEPT DIRECTOR	14,765	8,121	0	8,121	6,644	55.00
441.11-65	HEALTH SERVICES AIDE II	7,173	0	0	0	7,173	.00
441.12-45	OFFICE SPECIALIST II	43,971	36,758	0	36,758	7,213	83.60
441.12-78	PUBLIC HEALTH NURSE	0	5,277	0	5,277	5,277-	.00
441.12-84	PUBLIC HEALTH NURSE SUPV	9,097	0	0	0	9,097	.00
441.13-29	WIC PARAPROF CERTIFIER	0	4,614	0	4,614	4,614-	.00
441.15-01	FICA/MEDI	7,043	4,727	0	4,727	2,316	67.12
441.15-02	WORKERS COMPENSATION	971	132	0	132	839	13.59
441.15-03	RETIREMENT	18,859	9,760	0	9,760	9,099	51.75
441.15-04	MEDICAL/DENTAL/LIFE	13,761	15,799	0	15,799	2,038-	114.81
441.15-05	SUTA	92	67	0	67	25	72.83
441.15-06	VEBA	0	245	0	245	245-	.00
441.15-90	PERS - IN LIEU	5,008	264-	0	264-	5,272	5.27-
* 137,799		97,533	0	97,533	40,266	70.78	

441.40-18	CONTRACT SVC/PROFESSIONAL	800	1,824	0	1,824	1,024-	228.00
441.45-06	BANK CHARGES	200	323	0	323	123-	161.50
441.45-59	TELEPHONE - SERVICE COSTS	400	296	0	296	104	74.00
441.50-07	PROGRAM SUPPLIES	61,857	50,912	86	50,998	10,859	82.44
* 63,257		53,355	86	53,441	9,816	84.48	

441.99-99	ENDING FUND BALANCE	888	0	0	0	888	.00
* 888		0	0	0	888	.00	

ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2020 Y.T.D.	CURRENT ENCUMBRANCES	2020 TOTAL	2020 REMAINING BALANCE	% USED
FUND 420	HEALTH DEPT. PROGRAMS						
	DEPT 21 HEALTH DEPARTMENT						
	DIV 06 C.A.H.S.						
**	EXPENDITURE	201,944	150,888	86	150,974	50,970	74.76
***	C.A.H.S.	0	41,031-	86	40,945-	40,945	.00
****	HEALTH DEPARTMENT	0	41,031-	86	40,945-	40,945	.00
*****	HEALTH DEPT. PROGRAMS	0	41,031-	86	40,945-	40,945	.00

**Attachment B
Financial Assistance Award (FY19)**

State of Oregon Oregon Health Authority Public Health Division				Page 1 of 3
1) Grantee Name: Hood River County		2) Issue Date March 16, 2020	This Action AMENDMENT FY 2020	
Street: 1109 June St. City: Hood River State: OR Zip Code: 97031		3) Award Period From July 1, 2019 Through June 30, 2020		
4) OHA Public Health Funds Approved				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
PE01-01 State Support for Public Health	30,568	0	30,568	
PE01-04 COVID19 Response	0	59,257	59,257	
PE04 Sustainable Relationships for Community Health (SRCH)	195,000	0	195,000	
PE08-01 Ryan White B HIV/AIDS: Case Management	20,703	0	20,703	
PE08-02 Ryan White B HIV/AIDS: Support Services	6,041	0	6,041	
PE08-03 Ryan White B HIV/AIDS: Oral Health	3,890	0	3,890	
PE12 Public Health Emergency Preparedness and Response (PHEP)	72,411	0	72,411	
PE13-01 Tobacco Prevention and Education Prgram (TPEP)	107,219	0	107,219	
PE40-01 WIC NSA: July - September	33,744	0	33,744	
PE40-02 WIC NSA: October - June	101,231	0	101,231	
PE40-05 Farmer's Market	628	0	628	
PE42-03 MCAH Perinatal General Funds & Title XIX	2,245	0	2,245	
PE42-04 MCAH Babies First! General Funds	7,176	0	7,176	
PE42-06 MCAH General Funds & Title XIX	4,212	0	4,212	
PE42-07 MCAH Title V (July-Sept)	5,552	0	5,552	
PE42-08 MCAH Title V (Oct-June)	16,655	0	16,655	
PE42-09 MCAH Oregon Mothers Care Title V (July-Sept)	950	0	950	
PE42-10 MCAH Oregon Mothers Care Title V (Oct-June)	2,849	0	2,849	

State of Oregon Oregon Health Authority Public Health Division		Page 2 of 3	
1) Grantee Name: Hood River County		2) Issue Date March 16, 2020	This Action AMENDMENT FY 2020
Street: 1109 June St. City: Hood River State: OR Zip Code: 97031		3) Award Period From July 1, 2019 Through June 30, 2020	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE43 Public Health Practice (PHP) - Immunization Services (Vendors)	10,654	0	10,654
PE46-02 RH Community Participation & Assurance of Access (July - Mar)	0	0	0
PE46-03 RH Community Participation & Access (State Funds)	17,491	0	17,491
PE46-04 RH Community Participation & Access Federal Funds (July-Mar)	684	0	684
PE50 Safe Drinking Water (SDW) Program (Vendors)	8,007	0	8,007
PE51-01 LPHA Leadership, Governance and Program Implementation	41,555	0	41,555
	689,465	59,257	748,722
5) Foot Notes:			
PE01-01	1	Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.	
PE01-01	2	8/2019: SFY20 Award amended for increase for July 1, 2019-June 30, 2020. Previous footnotes are void and replaced by this one.	
PE01-04	1	3/2020: SFY20 COVID-19 Funding 1/21/2020-6/30/2020. Must submit a budget and narrative within 30 days of award using OHA-PHD provided format. Unspent funds may be eligible for carry forward from FY20 to FY21. R/E report due by August 20, 2020.	
PE13-01	1	Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd	
PE13-01	2	8/2019: Award is 5 months (July-November 2019) of bridge TPEP funding and will be paid out at 1/5th, all previous footnotes are void and replaced by this one.	
PE40-05	1	7/2019: Funding available SFY2020 July - December 2019	
PE42-07	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.	
PE42-08	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.	
PE42-09	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.	
PE42-10	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.	
PE46-03	1	7/2019: Funding is for July 15, 2019 - June 30, 2020	
PE46-04	1	7/2019: Funding for July 1-14, 2019	
PE51-01	1	9/2019: Funding is for period of October 1, 2019-June 30, 2020	

MAC FY 2019/2020

Program	Account	Budgeted	BA - Increase	TOTAL	Spring	Summer	Fall	Winter	YTD	Balance
					\$46,511.63	\$47,956.39	\$34,897.02	\$41,834.73		
GF	101 2101 335 10 38	25,000			7,176.48	5,941.17	4,748.28	7,134.07	25,000.00	0.00
FP	420 2104 335 10 38	46,000			12,426.48	14,611.04	10,233.41	17,043.00	54,313.93	-8,313.93
IMM	420 2106 335 10 38	45,000			12,176.48	14,361.05	10,000.00	17,328.21	53,865.74	-8,865.74
OMC	420 2110 335 10 38	38,888			10,648.48	9,413.17	5,000.00	329.45	25,391.10	13,496.90
School	420 2115 335 10 38	12,629			4,083.71	3,629.96	4,915.33		12,629.00	0.00
	BALANCE	167,517		0	46,511.63	47,956.39	34,897.02	41,834.73	171,199.77	-3,682.77

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: 05/12/2020 **DEPARTMENT:** HEALTH **NAME:** Patricia Elliott

SUBJECT: HEALTH DEPARTMENT - FUND 420 2104 FAMILY PLANNING - BUDGET ADJUSTMENT - FY 2019/2020

AUTHORITY: *ORS:* _____ *OAR:* _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

Due to Covid-19 curtailing non-essential services, Family Planning Program revenue has been greatly affected. Columbia Gorge Health Council based in the quantity and measure performance accelerate payment of \$20,400, funds will be used to cover expenses for our Nurse Practitioner and program supplies.

FISCAL IMPACT- *Budget Line Item:* 420 2104 *Acct Bal \$* _____

Est. Hrs. Spent to Date: _____ *Est. Completion Date:* _____

Comments:
Due to Covid-19 curtailing non-essential services revenue has greatly affected. Remaining of funds will be used to cover expenses for Contract and Services & Program Supplies.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*
HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

Approved budget Adjustment as presented.

ADMINISTRATION RECOMMENDATION:

Approve and sign a budget adjustment Resolution to move funds within the Family Planning fund of the Health Dept Budget FY 19/20 to cover expenses.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
COPIES TO: HD/B&F

**BEFORE THE BOARD OF COMMISSIONERS
HOOD RIVER COUNTY, OREGON**

**IN THE MATTER OF A BUDGET)
ADJUSTMENT – FY 19/20)
Health Department – 420 2104)**

RESOLUTION # _____

WHEREAS, The Health Department Family Planning Program beginning fund balance is \$1,746 more than budgeted; due to Covid-19 the Columbia Gorge Health Council based in the quantity and measure performance accelerate payment of \$20,400; the OHA RH Community Grant came in at \$17,491 plus RH fees will be \$44,600; MAC fees will increase \$8,314; and,

WHEREAS, family Planning Title X grant \$69,069.00 less than budgeted, CCare, health fees, and donations have been very low during this FY; due to Covid-19 curtailing non-essential services revenue has greatly affected; and,

WHEREAS, we will move personnel out of Family Planning to other programs with more revenue; the remaining of funds will be used to cover contract and services for our Nurse Practitioner, and program supplies; and,

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

**HEALTH PROGRAM FUND
420 2104 Family Planning**

		REVENUE		EXPENSE	
		INCREASE	DECREASE	INCREASE	DECREASE
REVENUE					
Beginning Fund Balance	420 2104 300 01 01	1,746			
CCARE – Waiver	420 2104 332 10 05		10,300		
Family Planning Title X	420 2104 332 10 06		69,069		
Misc. State Grants	420 2104 334 10 51	20,400			
State General Fund	420 2104 334 10 60	44,600			
Medicaid Match	420 2104 335 10 38	8,314			
Health Fees	420 2104 341 10 13		22,000		
Donations/Contributions	420 2104 365 10 01		3,000		
PERSONNEL					
Health Department Director	420 2104 441 11 59				4,594
Health Services Aide II	420 2104 441 11 65				2,590
Office Specialist II	420 2104 441 12 45				7,010
Public Health Nurse	420 2104 441 12 78				17,650
Fica/Medi	420 2104 441 15 01				2,584
Workers Compensation	420 2104 441 15 02				115
Retirement	420 2104 441 15 03				5,369
Medical/Dental/Life	420 2104 441 15 04				6,319
Suta	420 2104 441 15 05				37
Veba	420 2104 441 15 06			350	
Pers In Lieu	420 2104 441 15 90				1,903

MATERIALS AND SERVICES					
Contract & Svc/Professional	420 2104 441 40 18			16,000	
Program Supplies	420 2104 441 50 07			2,512	

ADOPTED THIS ____ DAY OF MAY, 2020

Michael Oates, Chair

Karen Joplin, Commissioner

Rich McBride, Commissioner

Robert Benton, Commissioner

Les Perkins, Commissioner

ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2020 Y.T.D.	CURRENT ENCUMBRANCES	2020 TOTAL	2020 REMAINING BALANCE	% USED
FUND 420 HEALTH DEPT. PROGRAMS							
DEPT 21 HEALTH DEPARTMENT							
DIV 04 FAMILY PLANNING							
300.01-01	BEGINNING FUND BALANCE	2,712-	4,458-	0	4,458-	1,746	164.38
332.10-05	CCARE - WAIVER	40,000-	23,622-	0	23,622-	16,378-	59.06
332.10-06	FAMILY PLANNING - TTL X	70,000-	931-	0	931-	69,069-	1.33
334.10-51	MISC STATE GRANTS	47,400-	47,400-	0	47,400-	0	100.00
334.10-60	STATE GENERAL FUND	0	37,475-	0	37,475-	37,475	.00
335.10-38	MEDICAID MATCH	46,000-	37,271-	0	37,271-	8,729-	81.02
341.10-13	HEALTH FEES	52,000-	25,978-	0	25,978-	26,022-	49.96
365.10-01	DONATIONS/CONTRIBUTIONS	5,500-	2,159-	0	2,159-	3,341-	39.25
*		263,612-	179,294-	0	179,294-	84,318-	68.01
**	REVENUE	263,612-	179,294-	0	179,294-	84,318-	68.01
441.11-56	HEALTH ACCOUNTING CLERK	12,898	7,973	0	7,973	4,925	61.82
441.11-59	HEALTH DEPT DIRECTOR	7,875	3,281	0	3,281	4,594	41.66
441.11-65	HEALTH SERVICES AIDE II	7,531	3,613	0	3,613	3,918	47.98
441.12-39	OFFICE MGR - HEALTH	6,664	5,345	0	5,345	1,319	80.21
441.12-45	OFFICE SPECIALIST II	26,280	19,270	0	19,270	7,010	73.33
441.12-78	PUBLIC HEALTH NURSE	48,272	30,557	0	30,557	17,715	63.30
441.12-87	PUBLIC HEALTH OFFICER	9,360	7,410	0	7,410	1,950	79.17
441.15-01	FICA/MEDI	9,094	5,561	0	5,561	3,533	61.15
441.15-02	WORKERS COMPENSATION	617	151	0	151	466	24.47
441.15-03	RETIREMENT	20,365	10,209	0	10,209	10,156	50.13
441.15-04	MEDICAL/DENTAL/LIFE	26,622	18,405	0	18,405	8,217	69.13
441.15-05	SUTA	133	77	0	77	56	57.89
441.15-06	VEBA	0	231	0	231	231-	.00
441.15-90	PERS - IN LIEU	6,467	1,227	0	1,227	5,240	18.97
*	PERSONNEL SERVICES	182,178	113,310	0	113,310	68,868	62.20
441.40-18	CONTRACT SVC/PROFESSIONAL	30,454	36,687	0	36,687	6,233-	120.47
441.40-30	LAB & TESTING	3,800	2,991	0	2,991	809	78.71
441.45-06	BANK CHARGES	180	323	0	323	143-	179.44
441.45-32	MEETINGS & CONFERENCES	0	51	0	51	51-	.00
441.45-59	TELEPHONE - SERVICE COSTS	1,100	889	0	889	211	80.82
441.50-07	PROGRAM SUPPLIES	45,900	30,399	4,734	35,133	10,767	76.54
*	MATERIALS AND SERVICES	81,434	71,340	4,734	76,074	5,360	93.42
**	EXPENDITURE	263,612	184,650	4,734	189,384	74,228	71.84
***	FAMILY PLANNING	0	5,356	4,734	10,090	10,090-	.00
****	HEALTH DEPARTMENT	0	5,356	4,734	10,090	10,090-	.00

ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2020 Y.T.D.	CURRENT ENCUMBRANCES	2020 TOTAL	2020 REMAINING BALANCE	% USED
FUND 420	HEALTH DEPT. PROGRAMS						
	DEPT 21 HEALTH DEPARTMENT						
	DIV 04 FAMILY PLANNING						
*****	HEALTH DEPT. PROGRAMS	0	5,356	4,734	10,090	10,090-	.00



Columbia Gorge Health Council
610 Court Street
The Dalles, OR 97058
info@gorgehealthcouncil.org

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April 8, 2020

Mr. Jeff Hecksel
Hood River County
601 State Street
Hood River, OR 97031

Dear Jeff,

Thank you for your organizations ongoing commitment to the health of our community. In light of COVID-19, the Columbia Gorge Health Council is accelerating payment from OHA's early release of 60% of the 2019 Quality Incentive Measures, simplifying the payment process and, lastly, unencumbering previously received funds through the Regional Quality Pool process.

Your organization's share of the early release funds is **\$20,400** and is based on the quantity and measure performance attributed to your organization and the population for Hood River County.

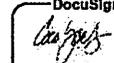
In addition, your organization received Regional Quality Pool funds in the amount of **\$47,400** in Q4 of 2019. At that time, your organization signed a Letter of Agreement for the 2019 Regional Quality Pool (2018 Performance) with a specific Project Description and Budget in Attachments A and B respectively. Your organization can continue the work outlined in those Attachments or you may repurpose any portion of the funds to address the impacts of COVID-19 on your organization.

Finally, the Community Reporting requirements in the Letters of Agreement for 2017, 2018 and 2019 Regional Quality Pool are removed. Our hope is that the additional funds, the repurposing of recently received funds and removing reporting requirements will support your organization in these challenging times.

By signing this letter below, you are accepting these terms to address the impacts of COVID-19 on your organization or your patients. When we receive the signed letter, a payment for auto-deposit will be initiated.

If you have any questions, don't hesitate to reach out to me.

Sincerely,

DocuSigned by:


08B86002270A463...

Tracy Riddle
Executive Director
Columbia Gorge Health Council

Cc: Trish Elliott, BSN

Accepted by: 
Signature: _____
Name: Jeff Hecksel

Title: County Administrator
Date: 4/13/2020

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 3	
1) Grantee Name: Hood River County Street: 1109 June St. City: Hood River State: OR Zip Code: 97031		2) Issue Date January 08, 2020	This Action AMENDMENT FY 2020	
		3) Award Period From July 1, 2019 Through June 30, 2020		
4) OHA Public Health Funds Approved				
	Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE46-02	RH Community Participation & Assurance of Access (July - Mar)	0	0	0
PE46-03	RH Community Participation & Access (State Funds)	17,491	0	17,491
PE46-04	RH Community Participation & Access Federal Funds (July-Mar)	684	0	684
PE50	Safe Drinking Water (SDW) Program (Vendors)	8,007	0	8,007
PE51-01	LPHA Leadership, Governance and Program Implementation	40,555	1,000	41,555
		688,465	1,000	689,465
5) Foot Notes:				
PE01-01	1	Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.		
PE01-01	2	8/2019: SFY20 Award amended for increase for July 1, 2019-June 30, 2020. Previous footnotes are void and replaced by this one.		
PE13-01	1	Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd		
PE13-01	2	8/2019: Award is 5 months (July-November 2019) of bridge TPEP funding and will be paid out at 1/5th, all previous footnotes are void and replaced by this one.		
PE40-05	1	7/2019: Funding available SFY2020 July - December 2019		
PE42-07	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-08	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-09	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-10	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE46-03	1	7/2019: Funding is for July 15, 2019 - June 30, 2020		
PE46-04	1	7/2019: Funding for July 1-14, 2019		
PE51-01	1	9/2019: Funding is for period of October 1, 2019-June 30, 2020		
6) Comments:				
PE04	8/2019: Amendment of \$75,000			
PE12	11/2019: \$1,630 award increase for scholarship funding for Oregon Prepared or OR-Epi			
PE13-01	8/2019: Amending to add 2 months of funding (total award is now for July-November 2019)			

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: 05/12/2020 **DEPARTMENT:** HEALTH **NAME:** Patricia Elliott

SUBJECT: HEALTH DEPARTMENT - FUND 420 2120 TOBACCO - BUDGET ADJUSTMENT - FY 2019/2020

AUTHORITY: *ORS:* _____ *OAR:* _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

Health Department Tobacco Grant total funding for SRCH Sustainable Relationship for Community Health & Colorectal Cancer \$195,000. From this amount \$52,800 was award to Hood River County Prevention Department, funds need to be reallocated to complete the requirements of grant; we will need to reallocate \$14,250 from HRCPD total amount and put it back in our budget. SPaC grant award \$0.00 we will decrease \$60,030 that was budgeted. The HD received additional funds from OHA for the Tobacco Screen Grant that came in at \$107,219, which is \$48,652 more than original budgeted. Funds need to be reallocated to Personnel, Contract Services, Meeting & Conferences and Program Supplies to complete the project.

FISCAL IMPACT- *Budget Line Item:* _____ 420 2120 *Acct Bal \$* _____

Est. Hrs. Spent to Date: _____ *Est. Completion Date:* _____

Comments:

Funds will be placed in Personnel, and Materials and Services to complete the project.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*
HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

Approved budget Adjustment as presented.

ADMINISTRATION RECOMMENDATION:

Approve two budget adjustment Resolutions to move funds between the Prevention Dept and Health Dept related to the tobacco grant for Sustainable Relationship for Community Health & Colorectal Cancer FY 19/20.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
 COPIES TO: HD/B&F

**BEFORE THE BOARD OF COMMISSIONERS
HOOD RIVER COUNTY, OREGON**

**IN THE MATTER OF A BUDGET)
ADJUSTMENT – FY 19/20)
Health Department – 420 2120)**

RESOLUTION # _____

WHEREAS, The HRCHD previously did a BA for grant funding for \$195,000 for SRCH Sustainable Relationship for Community Health for FY 19/20, from this amount \$52,800 was award to Hood River County Prevention Department. Funds need to be reallocated to complete the requirements of grant; we will need to reallocate \$14,250 from HRCPD total amount and put it back in our budget; and,

WHEREAS, The Health Department budgeted \$60,030 for the SPaC grant and OHA awarded \$0.00; and,

WHEREAS, The Health Department received additional funds from OHA for the Tobacco Screen Grant that came in at \$107,219, which is \$48,652 more than originally budgeted; and,

WHEREAS, Funds need to be reallocated to Personnel, Contract Services, Meeting & Conferences, and Program Supplies to complete the project.

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

Health Dept. Fund 420 2120

		REVENUE		EXPENSE	
		INCREASE	DECREASE	INCREASE	DECREASE
REVENUE					
SParC Grant	420 2120 334 10 35		60,030		
Tobacco Screen Grant	420 2120 334 10 39	48,652			
Local Various	420 2120 338 10 40	14,250			
PERSONNEL					
Public Health Nurse	420 2120 441 12 78			5,832	
Public Health Nurse Supv	420 2120 441 12 84				4,647
Fica/Medi	420 2120 441 15 01			52	
Workers Compensation	420 2120 441 15 02			19	
Retirement	420 2120 441 15 03			835	
Medical/Dental/Life	420 2120 441 15 04			876	
Suta	420 2120 441 15 05			5	
Veba	420 2120 441 15 06			25	
Pers in Lieu	420 2120 441 15 90			253	
MATERIALS & SERVICES					
Contract Services Professional	420 2120 441 40 18			3,076	
Meeting and Conferences	420 2120 441 45 32				8,816
Program Supplies	420 2120 441 50 07			5,362	

ADOPTED THIS 18th DAY OF MAY 2020

Michael J. Oates, Chair

Karen Joplin, Commissioner

Rich McBride, Commissioner

Robert Benton, Commissioner

Les Perkins, Commissioner

**BEFORE THE BOARD OF COMMISSIONERS
HOOD RIVER COUNTY, OREGON**

**IN THE MATTER OF A BUDGET)
ADJUSTMENT – FY 19/20)
Co. Prevention Fund 445)**

RESOLUTION # _____

WHEREAS, The HR Co. Prevention Department received \$52,800 a grant for SRCH Sustainable Relationship for Community Health for FY 19/20. Funds need to be re-allocated to complete the requirements of grant, we will decrease revenue \$14,250, and we will decrease contract and services; and,

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

Prevention Dept. 445 2401

		REVENUE		EXPENSE	
		INCREASE	DECREASE	INCREASE	DECREASE
REVENUE					
Tobacco Revenue	445 2401 334 10 19		14,250		
MATERIALS AND SERVICES					
Contract Services/Professional	445 2401 444 40 18				14,250

ADOPTED THIS 18th DAY OF MAY 2020

Michael J. Oates, Chair

Karen Joplin, Commissioner

Rich McBride, Commissioner

Robert Benton, Commissioner

Les Perkins, Commissioner

ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2020 Y.T.D.	CURRENT ENCUMBRANCES	2020 TOTAL	2020 REMAINING BALANCE	% USED
FUND 420 HEALTH DEPT. PROGRAMS							
DEPT 21 HEALTH DEPARTMENT							
DIV 20 TOBACCO SCREEN GRANT							
334.10-35	SPaRC GRANT	60,030-	0	0	0	60,030-	.00
334.10-39	TOBACCO SCREEN GRANT	58,567-	82,125-	0	82,125-	23,558	140.22
338.10-40	LOCAL VARIOUS	142,200-	82,126-	0	82,126-	60,074-	57.75
		-----	-----	-----	-----	-----	-----
*		260,797-	164,251-	0	164,251-	96,546-	62.98
		-----	-----	-----	-----	-----	-----
**	REVENUE	260,797-	164,251-	0	164,251-	96,546-	62.98
		-----	-----	-----	-----	-----	-----
441.12-78	PUBLIC HEALTH NURSE	0	2,998	0	2,998	2,998-	.00
441.12-84	PUBLIC HEALTH NURSE SUPV	4,647	0	0	0	4,647	.00
441.15-01	FICA/MEDI	353	223	0	223	130	63.17
441.15-02	WORKERS COMPENSATION	0	1	0	1	1-	.00
441.15-03	RETIREMENT	0	411	0	411	411-	.00
441.15-04	MEDICAL/DENTAL/LIFE	0	352	0	352	352-	.00
441.15-05	SUTA	0	3	0	3	3-	.00
441.15-06	VEBA	0	12	0	12	12-	.00
		-----	-----	-----	-----	-----	-----
*	PERSONNEL SERVICES	5,000	4,000	0	4,000	1,000	80.00
		-----	-----	-----	-----	-----	-----
441.40-18	CONTRACT SVC/PROFESSIONAL	230,034	105,665	0	105,665	124,369	45.93
441.45-32	MEETINGS & CONFERENCES	14,411	965	0	965	13,446	6.70
441.50-07	PROGRAM SUPPLIES	9,352	2,722	286	3,008	6,344	32.16
		-----	-----	-----	-----	-----	-----
*	MATERIALS AND SERVICES	253,797	109,352	286	109,638	144,159	43.20
		-----	-----	-----	-----	-----	-----
**	EXPENDITURE	258,797	113,352	286	113,638	145,159	43.91
		-----	-----	-----	-----	-----	-----
***	TOBACCO SCREEN GRANT	2,000-	50,899-	286	50,613-	48,613	2,530.65
****	HEALTH DEPARTMENT	2,000-	50,899-	286	50,613-	48,613	2,530.65
*****	HEALTH DEPT. PROGRAMS	2,000-	50,899-	286	50,613-	48,613	2,530.65

**Attachment B
Financial Assistance Award (FY19)**

State of Oregon Oregon Health Authority Public Health Division		Page 1 of 3	
1) Grantee Name: Hood River County		2) Issue Date March 16, 2020	This Action AMENDMENT FY 2020
Street: 1109 June St. City: Hood River State: OR Zip Code: 97031		3) Award Period From July 1, 2019 Through June 30, 2020	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE01-01 State Support for Public Health	30,568	0	30,568
PE01-04 COVID19 Response	0	59,257	59,257
PE04 Sustainable Relationships for Community Health (SRCH)	195,000	0	195,000
PE08-01 Ryan White B HIV/AIDS: Case Management	20,703	0	20,703
PE08-02 Ryan White B HIV/AIDS: Support Services	6,041	0	6,041
PE08-03 Ryan White B HIV/AIDS: Oral Health	3,890	0	3,890
PE12 Public Health Emergency Preparedness and Response (PHEP)	72,411	0	72,411
PE13-01 Tobacco Prevention and Education Prgram (TPEP)	107,219	0	107,219
PE40-01 WIC NSA: July - September	33,744	0	33,744
PE40-02 WIC NSA: October - June	101,231	0	101,231
PE40-05 Farmer's Market	628	0	628
PE42-03 MCAH Perinatal General Funds & Title XIX	2,245	0	2,245
PE42-04 MCAH Babies First! General Funds	7,176	0	7,176
PE42-06 MCAH General Funds & Title XIX	4,212	0	4,212
PE42-07 MCAH Title V (July-Sept)	5,552	0	5,552
PE42-08 MCAH Title V (Oct-June)	16,655	0	16,655
PE42-09 MCAH Oregon Mothers Care Title V (July-Sept)	950	0	950
PE42-10 MCAH Oregon Mothers Care Title V (Oct-June)	2,849	0	2,849

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

State of Oregon Oregon Health Authority Public Health Division		Page 2 of 3		
1) Grantee Name: Hood River County		2) Issue Date March 16, 2020	This Action AMENDMENT FY 2020	
Street: 1109 June St. City: Hood River State: OR Zip Code: 97031		3) Award Period From July 1, 2019 Through June 30, 2020		
4) OHA Public Health Funds Approved				
Program		Award Balance	Increase/ (Decrease)	New Award Bal
PE43	Public Health Practice (PHP) - Immunization Services (Vendors)	10,654	0	10,654
PE46-02	RH Community Participation & Assurance of Access (July - Mar)	0	0	0
PE46-03	RH Community Participation & Access (State Funds)	17,491	0	17,491
PE46-04	RH Community Participation & Access Federal Funds (July-Mar)	684	0	684
PE50	Safe Drinking Water (SDW) Program (Vendors)	8,007	0	8,007
PE51-01	LPHA Leadership, Governance and Program Implementation	41,555	0	41,555
		689,465	59,257	748,722
5) Foot Notes:				
PE01-01	1	Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.		
PE01-01	2	8/2019: SFY20 Award amended for increase for July 1, 2019-June 30, 2020. Previous footnotes are void and replaced by this one.		
PE01-04	1	3/2020: SFY20 COVID-19 Funding 1/21/2020-6/30/2020. Must submit a budget and narrative within 30 days of award using OHA-PHD provided format. Unspent funds may be eligible for carry forward from FY20 to FY21. R/E report due by August 20, 2020.		
PE13-01	1	Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd		
PE13-01	2	8/2019: Award is 5 months (July-November 2019) of bridge TPEP funding and will be paid out at 1/5th, all previous footnotes are void and replaced by this one.		
PE40-05	1	7/2019: Funding available SFY2020 July - December 2019		
PE42-07	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-08	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-09	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-10	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE46-03	1	7/2019: Funding is for July 15, 2019 - June 30, 2020		
PE46-04	1	7/2019: Funding for July 1-14, 2019		
PE51-01	1	9/2019: Funding is for period of October 1, 2019-June 30, 2020		

Attachment 4: Line Item Budget and Narrative Worksheet
RFGP #4807 (ORPIN #OHA-4807-19): Sustainable Relationships for Community Health (SRCH)

Please complete the following Line Item Budget for: **July 1, 2019 - June 30, 2020**
 Identify only funds requested under SRCH. Add additional rows as necessary.

Proposer Name:		Hood River County Health Department						
Fiscal Contact:		Patricia Elliott						
E-mail address:		trish.elliott@co.hood-river.or.us						
Phone Number:		541-387-6881	Fax Number:		541-386-9181			
Budget Categories	Description						Total Requested	120,000
(1) Salary	Position #	Title of Position	Salary (annual)	% of time (FTE)	# of months requested	Total Salary	Additional in-kind dollar value	
	1	Hood River County HD				3,000.00	\$ 3,500.00	
	2	North Central Public Health				3,000.00	\$ 3,800.00	
	3	One Community Health				7,113.50	\$ 3,400.00	
	4	Mid-Columbia Medical				7,113.50	\$ 2,500.00	
	5	Hood River County				3,000.00	\$ 1,750.00	
	6	Youth Think				3,000.00	\$ 1,750.00	
	7	Tribal representation					\$ 1,000.00	
	8	The Next Door				3,000.00	\$ 1,000.00	
	9	PacificSource					\$ 3,000.00	
	10	CGHC					\$ 1,000.00	
	11	Dental Representation					\$ 2,000.00	
	12	Reliance HIE					\$ 2,000.00	
	TOTAL SALARY						\$29,227.00	
Narrative* :								
						\$29,227	\$26,700.00	
(2) Fringe Benefits	Position #	Total Salary	Base If Applicable	%	=	Total Fringe		
	1	Hood River County HD					2,275.00	
	2	North Central Public Health					2,380.00	
	3	One Community Health					2,240.00	
	4	Mid-Columbia Medical					1,925.00	
	5	Hood River County					1,663.00	
	6	Youth Think					1,663.00	
	7	Tribal representation					1,400.00	
	8	The Next Door					1,400.00	
	9	PacificSource					1,400.00	
	10	CGHC					1,000.00	
	11	Dental Representation					1,000.00	
	12	Reliance HIE					1,000.00	
	TOTAL FRINGE						\$0.00	\$0 \$19,346.00
(3) Equipment	List equipment. Include all equipment necessary for program (i.e. computer, printer). Narrative* : Hood River County will supply computer, printer, copier, space, etc for this project					\$0		
						\$0		
(4) Supplies	Do not list. These items include supplies for meetings, general office supplies ie. paper, pens, computer disks, highlighters, binders, folders, etc.					\$2,492	\$2,492	
(5) Travel	This covers in-state, out-of-state, and travel to all required trainings.							
		In state	Out Of State		Subtotal			
	Narrative* :	10 people traveling to three Institutes using State per diem, hotel and mileage rates. Travel includes three cars from the Gorge per trip; 1 night hotel; 1 dinner per diem						
	Per Diem:					\$2,130		
	Hotel:							
Air fare:					\$0			

	Reg. fees:					\$0		
	Other:					\$0		
	Mileage:	Miles: 1260	X	.58	per mile	\$1,200	\$3,330	\$0
(6) Other	Please list.							
	Tribal Support for weatherization					\$2,500		
						\$0		
						\$0		
						\$0	\$2,500	\$0
(7) Contracts:	List all sub-contracts and all contractual costs, if applicable.							
	0.5 FTE Project Coordinator					\$49,800		
	Project Evaluation - Alicia Swift					\$2,500		
	CHW at OCH to work with tobacco and SBIRT					\$19,437		
	Administrative support for Tobacco Cessation Specialist					\$5,000		
							\$76,737	\$0
(8) Total Direct Costs	(Sum of 1 through 7)						\$114,286	\$ 46,046.00
(9) Cost Allocation and Indirect Rate	Indirect @		5.00%		\$5,714		\$5,714	
(10) TOTALS	(Sum of 8 & 9).						\$120,000	\$ 46,046.00

* Attach additional Narrative on a separate sheet if necessary

	Reg. fees:					\$0			
	Other:					\$0			
	Mileage:	Miles: 1260	X	.58	per mile	\$1,200	\$3,330	\$0	
(6) Other	Please list.								
	Materials, copies, mailers, printing					\$2,500			
						\$0			
						\$0			
						\$0	\$2,500	\$0	
(7) Contracts:	List all sub-contracts and all contractual costs, if applicable.								
	0.5 FTE Project Coordinator					\$30,300			
	Project Evaluation - Alicia Swift					\$2,500			
	CHW at OCH to work with tobacco and SBIRT					\$19,437			
	Administrative support for Tobacco Cessation Specialist					\$5,000			
							\$57,237	\$0	
(8) Total Direct Costs	(Sum of 1 through 7)						\$114,286	\$ 46,046.00	
(9) Cost Allocation and Indirect Rate	Indirect @		5.00%		\$5,714		\$5,714		
(10) TOTALS	(Sum of 8 & 9).						\$120,000	\$ 46,046.00	

* Attach additional Narrative on a separate sheet if necessary



Line Item Budget and Narrative Worksheet

*** Sustainable Relationships for Community Health (SRCH) - Colorectal Cancer Screening**

Please complete the following Line Item Budget for: **July 1, 2019 - June 30, 2020**
 Identify only funds requested under SRCH. Add additional rows as necessary.

Proposer Name:		Hood River County Health Department					
Fiscal Contact:		Patricia Elliott					
E-mail address:		trish.elliott@co.hood-river.or.us					
Phone Number:		541-387-6881	Fax Number:		541-386-9181		
Budget Categories	Description					Total Requested	75,000
(1) Salary	Position #	Title of Position	Salary (annual)	% of time (FTE)	# of months requested	Total Salary	Additional in-kind dollar value
	1	Hood River County HD				2,000.00	\$ 3,500.00
	2	North Central Public Health				2,000.00	\$ 3,800.00
	3	One Community Health				3,113.50	\$ 3,400.00
	4	Mid-Columbia Medical				3,113.50	\$ 2,500.00
	5	Hood River County				2,000.00	\$ 1,750.00
	6	Youth Think				2,000.00	\$ 1,750.00
	7	Tribal representation					\$ 1,000.00
	8	The Next Door				2,000.00	\$ 1,000.00
	9	CGHC					\$ 2,000.00
	10	PacificSource					\$ 3,000.00
	11	Reliance HIE					\$ 2,000.00
	TOTAL SALARY					\$16,227.00	
	Narrative*:						
						\$16,227	\$25,700.00
(2) Fringe Benefits	Position #	Total Salary	Base If Applicable	%	=	Total Fringe	
	1	Hood River County HD					2,275.00
	2	North Central Public Health					2,380.00
	3	One Community Health					2,240.00
	4	Mid-Columbia Medical					1,925.00
	5	Hood River County					1,663.00
	6	Youth Think					1,663.00
	7	Tribal representation					1,400.00
	8	The Next Door					1,400.00
	9	CGHC					1,400.00
	10	PacificSource					1,000.00
	11	Reliance HIE					800.00
	TOTAL FRINGE					\$0.00	\$0
(3) Equipment	List equipment. Include all equipment necessary for program (i.e. computer, printer). Narrative* : Hood River County will supply computer, printer, copier, space, etc for this project					\$0	
						\$0	
(4) Supplies	Do not list. These items include supplies for meetings, general office supplies ie. paper, pens, computer disks, highlighters, binders, folders, etc.					\$1,508	\$1,508
(5) Travel	This covers in-state, out-of-state, and travel to all required trainings.						
	In state		Out Of State		Subtotal		
	Narrative* : 5 people traveling to three Institutes using State per diem, hotel and mileage rates. Travel includes three cars from the Gorge per trip; 1 night hotel; 1 dinner per diem						
	Per Diem:				\$1,065		
	Hotel:						
	Air fare:				\$0		
	Reg. fees:				\$0		
	Other:				\$0		

	Mileage:	Miles:	960	X	.58	per mile	\$1,200	\$2,265	\$0	
(6) Other	Please list.									
	Program supplies: mailers, materials, printing postage						\$2,500			
							\$0			
							\$0			
							\$0	\$2,500		\$0
(7) Contracts:	List all sub-contracts and all contractual costs, if applicable.									
	1.5 FTE CHW/MA at MCMC to do clinical work						\$20,000			
	Media Consultant						\$32,500			
								\$52,500		\$0
(8) Total Direct Costs	(Sum of 1 through 7)							\$75,000		\$ 43,846.00
(9) Cost Allocation and Indirect Rate	Indirect @		0.00%		\$0			\$0		
(10) TOTALS	(Sum of 8 & 9).							\$75,000		\$ 43,846.00

* Attach additional Narrative on a separate sheet if necessary

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: May 7th, 2020 **DEPARTMENT:** Forestry **NAME:** Doug Thiesies

SUBJECT: Hearing for EFID Pipeline Easement on County Forest

AUTHORITY: *ORS:* 275.330 *OAR:* _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

In fall of 2019 East Fork Irrigation District briefed the Board of Commissioners (BOC) on their plan to place a portion of their ditch into pipe. The area affected is approximately Swyers Drive to Fir Mountain Road. Additional easement across Designated County Forest will be required to allow the most economical and practical path across the County Forest. The County Forest Manager reviewed the easement terms with the the BOC in January 2020 and the BOC directed staff and legal to prepare necessary documents to complete the transaction. The next step is to schedule a public hearing to determine the best interest of the public.

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:

Set the public hearing for 6pm or soon thereafter, June 15th, 2020 and direct staff to prepare appropriate documents and public notice regarding the EFID Pipeline Easement on County Forest.

ADMINISTRATION RECOMMENDATION:

Reschedule the public hearing previously set for May 18th to June 15, 2020 at 6:00pm or soon thereafter to consider an Easement across county forest land for East Fork Irrigation District.

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

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: May 15, 2020 **DEPARTMENT:** Budget & Finance **NAME:** Tina Ruffin

SUBJECT: HOOD RIVER COUNTY BUDGET HEARING REQUEST FISCAL YEAR 2020/2021
Set public hearing date and time - Monday, June 15, 2020 at 6:00 p.m.

AUTHORITY: *ORS:* 294 *OAR:* _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

Requesting that Monday, June 15, 2020 at 6:00 p.m. be set as the published date and time for the Board of Commissioners to hear and adopt the fiscal year 2020/2021 budgets for Hood River County, 911 Communications District, Windmaster Sewer District, and Windmaster Urban Renewal Agency.

ATTACHMENTS: None 0

FISCAL IMPACT:

Per Oregon Revised Statute 294, a district must follow local budget law in order to expend money and certify property taxes to the county assessor. A budget must be adopted for governmental entities to continue operations on July 1, the first day of the fiscal year.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*
HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

Set Monday, June 15, 2020 at 6:00 p.m. as the public hearing date and time for the fiscal year 2020/2021 budget hearings for Hood River County, 911 Communications District, Windmaster Sewer District, and Windmaster Urban Renewal Agency.

ADMINISTRATION RECOMMENDATION:

Approve setting public hearings to consider adoption of the Hood River County, 911 Communication District, Windmaster Sewer District and Windmaster Urban Renewal District budgets for FY 20/21 on June 15, 2020 at 6:00pm or soon thereafter.

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

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: 4/29/2020 **DEPARTMENT:** Sheriff's Office **NAME:** Brian Rockett

SUBJECT: Request to surplus property FY 19/20

AUTHORITY: *ORS:* _____ *OAR:* _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

Surplus 2010 Chevy Tahoe 4x4, VIN 1GNUKAE03AR140865 (E250170)
Surplus 2013 Chevy Tahoe 4x2, VIN 1GNLC2E04DR264470 (E259422)
Surplus 2014 Chevy Tahoe 4x2, VIN 1GNLC2E08ER217007 (E261208)

The above mentioned vehicles have been used as patrol vehicles/admin and have since been replaced. Each vehicle has reached its effective life span and is incurring undue mechanical costs to retain.

FISCAL IMPACT- *Budget Line Item:* _____ *Acct Bal \$* _____

Est. Hrs. Spent to Date: _____ *Est. Completion Date:* _____

Comments:

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

COUNTY COUNSEL *FINANCE* *OTHER AGENCIES* *ADMIN*

HR DEPT *APPROPRIATE COUNTY COMMITTEE* *OTHER*

RECOMMENDATION OF THE DEPARTMENT:

Please surplus vehicles noted above per county policy and procedure.

ADMINISTRATION RECOMMENDATION:

Approve declaring three sheriff vehicles as surplus and authorize them to be sold at auction.

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

HOOD RIVER COUNTY TAX COLLECTOR Tax Voucher Listing

Tax Account # 17416	Property ID 0013 3N10E25-CD-00600 A1
Account Status A	Situs Address
Roll Type Real	601 INDUSTRIAL HOOD RIVER, OR 97031
TURTLE ISLAND FOODS, INC PO BOX 176 HOOD RIVER, OR 97031	

Assessment and Transaction Information	Tax Detail Information
Assess Trans # 738332	Tax Trans # 738332
Created By: DARLENEJ	Completed Date 05/08/2020 By DEANNAA Year 2019
	Trans Info ADVALOREM IMPOSED CLERICAL ERROR - ORS
Code Area Previous New Change	Tax Change (\$70,292.56) ORS 311.205
AV 6,742,110 1,809,680 (4,932,430)	Discount \$0.00
M5 6,742,110 1,809,680 (4,932,430)	Interest \$0.00
SA 0 0 0	State Interest \$0.00
RFPD 6,742,110 1,809,680 (4,932,430)	Interest Paid \$0.00
Exempt 0 0 0	Payment Received \$0.00
Tax Amount \$96,082.48 \$25,789.92 (\$70,292.56)	Remarks
Comments	
2019/20 ROLL CORRECTION DUE TO REVISED VTS BB 4/30/2020 THIS IS A TAXPAYER ERROR IN REPORTING NO INTEREST DUE ON REFUND	

Assessment and Transaction Information	Tax Detail Information
Assess Trans #	Tax Trans #
Created By: DARLENEJ	Completed Date 05/06/2020 By DEANNAA Year 2019
	Trans Info ADVALOREM REFUND OVERPAYMENT
Code Area Previous New Change	Tax Change \$38,265.07
AV 6,742,110 1,809,680 (4,932,430)	Discount \$773.70
M5 6,742,110 1,809,680 (4,932,430)	Interest \$0.00
SA 0 0 0	State Interest \$0.00
RFPD 6,742,110 1,809,680 (4,932,430)	Interest Paid \$0.00
Exempt 0 0 0	Payment Received (\$39,038.77)
Tax Amount \$96,082.48 \$25,789.92 (\$70,292.56)	Remarks
Comments	
2019/20 ROLL CORRECTION DUE TO REVISED VTS BB 4/30/2020 THIS IS A TAXPAYER ERROR IN REPORTING NO INTEREST DUE ON REFUND	
	USER INITIATED REFUND VOUCHER AUTO-GENERATED BY TAX VOUCHER PROGRAM FOR TRANS # 135592

HOOD RIVER COUNTY TAX COLLECTOR Tax Voucher Listing

Tax Account # 607883	Property ID 0013
Account Status A	Situs Address
Roll Type Personal	602 ANCHOR WAY HOOD RIVER, OR 97031
TURTLE ISLAND FOODS, INC	
CARLY MCFARLAND	
PO BOX 176	
HOOD RIVER, OR 97031	

Assessment and Transaction Information	Tax Detail Information
Assess Trans #	Tax Trans #
Created By: DEANNA	Completed Date 04/23/2020 By DEANNA
	Year 2019
Previous New Change	Trans Info ADVALOREM REFUND CREDIT BALANCE
Code Area	Tax Change \$1,155.91
AV	Discount \$0.00
M5	Interest \$0.00
SA	State Interest \$0.00
RFPD	Interest Paid \$0.00
Exempt	Payment Received (\$1,155.91)
Tax Amount	Remarks
Comments	PER ASSESSMENT OFFICE NO INT TO BE PAID DUE TO TAXPAYER REPORTING ERROR

Assessment and Transaction Information	Tax Detail Information
Assess Trans # 98421	Tax Trans # 98421
Created By: JUANR	Completed Date 04/20/2020 By DEANNA
	Year 2019
Previous New Change	Trans Info ADVALOREM IMPOSED CLERICAL ERROR - ORS
Code Area	Tax Change (\$4,191.96)
AV 639,120	Discount \$0.00 ORS 311.205
M5 639,120	Interest \$0.00
SA 0	State Interest \$0.00
RFPD	Interest Paid \$0.00
Exempt	Payment Received \$0.00
Tax Amount \$9,108.16	Remarks
Comments	ADD OMITTED VALUE FOR TAX ACCT# 621547 AND REDUCTION IN VALUE FOR TAX ACCT# 607883. PER DOR. VALUES WERE REPORTED TO INCORRECT LOCATIONS AND ASSESSMENT ACCOUNTS. JR 04/20/2020
	TO INCORRECT LOCATIONS AND ASSESSMENT ACCOUNTS. JR 04/20/2020

NEW BUSINESS

**BEFORE THE BOARD OF COMMISSIONERS
HOOD RIVER COUNTY, OREGON**

IN THE MATTER OF:)
)
CLOSURES TO PROTECT THE CITIZENS) ORDER NO. 20-001
OF HOOD RIVER COUNTY AND LIMIT)
COMMUNITY SPREAD OF)
CORONAVIRUS (COVID-19))

WHEREAS, on March 17, 2020 the Hood River County Board of Commissioners (Board) adopted Resolution No. 2323 declaring a Local State of Emergency as a result of the COVID-19 pandemic, activating certain emergency powers authorized by ORS 401.309 and the County’s Emergency Operations Plan; and

WHEREAS, all County buildings and forest recreational staging areas and their restroom facilities are closed to the public, including Post Flats, Family Man, Binns Hill, and Pinemont Drive staging areas; and

WHEREAS, on March 23, 2020 the Governor issued Executive Order (EO-20-12) directing Oregonians to Stay Home, Save Lives, restricting non-essential travel and prohibiting all non-essential social and recreational gatherings of individuals where a minimum 6-foot distance between all individuals could not be maintained as a primary means of reducing the spread of COVID-19; and

WHEREAS, the Governor’s Executive Order was explicit that, while outdoor activities and exercise were permissible, a minimum 6-foot distance between all individuals must be maintained; otherwise, failure to comply constituted an imminent threat and immediate danger to public health because of the contagiousness and virulence of the Novel Coronavirus and mortality of the COVID-19 pandemic; and

WHEREAS, the implementation of the Governor’s Executive Order and closures of County forest recreational staging areas has not proven effective in Hood River County as visitors have continued to come to the County to hike, bike, gather and recreate. Repeated instances of violation of the social distancing norms have placed County resources and residents at much greater risk of the spread of COVID-19, thereby creating an imminent threat and immediate danger to public health; and

WHEREAS, the continued influx of visitors, turning over on a short-term basis, increases the likelihood of the spread of COVID-19 more than longer term tenancies and threatens the limited health care resources available in Hood River County; and

WHEREAS, on March 25th, 2020, the Mayor of the City of Hood River issued a Declaration directing the City Manager to close Public Parks, Recreation Sites, Transient Lodging Facilities and Campgrounds to Prevent Aggregation of People and Reduce the Spread of the Novel Coronavirus; and

WHEREAS, consistent with the City of Hood River, and pursuant to the authority granted the Hood River County Board of Commissioners under ORS Chapter 401, ORS Chapter 431 as the Local Public Health Authority, Resolution No. 2323 and the Hood River County Emergency Operations Plan, the Board of Commissioners deems it necessary to protect the health and safety of its citizens to institute a temporary order closing all County parks and forests, transient lodging, including RV parks and public and private campgrounds, hotels, motels, and short-term rentals and homestay lodging.

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. All County parks, forests, forest recreational staging areas, facilities and trails are closed to the public for recreational use.
2. All transient lodging facilities, including motels, hotels, short-term vacation rentals, hosted home shares, bed and breakfasts, RV parks, and campgrounds are closed to the public. All camping on private property is prohibited, except for those approved by the Hood River County Health Department. Transient lodging facilities may remain open to serve only the following designated individuals:
 - a. Current registered guests for a term of longer than 30 consecutive days.
 - b. County residents effecting a COVID-19 self-quarantine or who have moved from their local residence in order to allow a family member or roommate to self-quarantine in their local residence.
 - c. Families or individuals residing in lodging for less than 30 days if this is their only means of shelter. Includes, but is not limited to, vouchers for stay provided by local or regional governments or nonprofit agencies.
 - d. Employees of the facility provided lodging as a requirement or benefit of their employment.
 - e. Patients or families of patients receiving medical care at local facilities.
 - f. Essential personnel as defined by federal or state law, where lodging within Hood River County is necessary for work involving the safety of human life or the protection of property or performing other work consistent with the intent of this provision, e.g. emergency and public safety responders, truck drivers and supply providers, and construction industry workers.
 - g. Other individuals as authorized by the Hood River County Health Department.

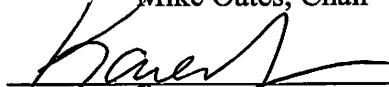
3. The County Administrator shall communicate and coordinate with the owners, operators and users of transient lodging facilities affected by this Order, which shall take all reasonable steps to terminate current occupancy of any guests not exempted herein by no later than 5:00 PM on Friday, April 3, 2020. No new occupancies in violation of this Order may be rented effective 8:00 am Saturday, April 4, 2020.
4. The County Administrator is authorized and directed to take all necessary steps authorized by law to otherwise effectuate the closures directed by this Order.
5. A violation of this Order or the County's March 17, 2020 Emergency Declaration shall be a Class C misdemeanor pursuant to ORS 401.990 and a civil infraction enforceable under the County's Enforcement Code (Chapter 1.08). This Order is a public health law, as defined in ORS 431A.005 and may be enforced as permitted by ORS 431A.010.
6. This Order shall take effect immediately and shall have the full force and effect of law during the declared state of emergency. All existing laws, ordinances, rules and regulations inconsistent with this Order shall be inoperative during this period of time and to the extent that such inconsistencies exist.

DATED this 2nd day of April, 2020.

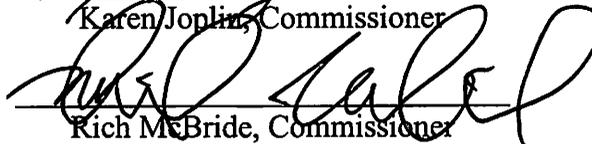
HOOD RIVER COUNTY BOARD OF COMMISSIONERS



Mike Oates, Chair



Karen Joplin, Commissioner



Rich McBride, Commissioner



Robert Benton, Commissioner



Les Perkins, Commissioner