

Hood River County is taking steps to limit exposure to and prevent the spread of COVID-19, as such this meeting will be held in a hybrid fashion: Commissioners will appear via Webex and we are requiring all oral public testimony or comments be made in person at 601 State Street. Visit the Board of Commissioners Webpage for a copy of the meeting protocols.

To view and participate in the live meeting you must register prior to joining the meeting. Once you “join” the meeting you will be given the phone number and event number to use to call in from a phone to listen to the meeting. You may also elect to use the speakers on your device. If you do not have the ability to or do not want to view/participate in the meeting but only listen, you may just call in. The link to the meeting and phone/event number, for call-in purposes, can be found by visiting the Hood River County website then the Board of Commissioners webpage. Thank you.

WORK SESSION AGENDA

4:15p.m. Webex Platform

- 4:15pm COVID-19 Update
- 4:45pm DEQ – TMDL Requirements Presentation – Eric Nigg and Smita Mehta
- 5:15pm Discussion of Possible Joint Justice Center with the City of Hood River – Will Norris, Assistant City Manager
- 5:45pm Review of Ballot Box Locations – Brian Beebe, Records & Assessment Director

BUSINESS MEETING AGENDA

6:00p.m., Hybrid: Webex Platform and In Person at 601 State Street, Hood River OR (starred items)

I. ADDITIONS OR DELETIONS

II. CONFLICTS OR POTENTIAL CONFLICTS OF INTEREST

III. *PUBLIC HEARING (Oral testimony will only be taken in person at 601 State St., Hood River, OR)

1. Trout Creek Land Management, LLC Request for a Comprehensive Plan and Zone Change from Exclusive Farm Use (EFU) – Non-High Value Farmland to Forest (F-1).

IV. *PUBLIC COMMENT (Oral comments will only be taken in person at 601 State St., Hood River, OR) (3 minutes per person per subject NOT on the agenda)

V. REPORTS – County Administrator, Legal Counsel and Commissioners

VI. WORK SESSION ACTION ITEMS (if any)

VII. CONSENT

- ✓ Approve a budget adjustment resolution to recognize a beginning fund balance from FY 19/20 Columbia Gorge Health Council funds (\$60,448) and an additional \$118,000 in FY 20/21 also from Columbia Gorge Health Council for contract tracing, education, outreach expenses related to COVID19.
- ✓ Approve a budget adjustment resolution to recognize the reallocation of funds in the Parks & Buildings capital budget FY 20/21.
- ✓ Approve a budget adjustment Resolution to recognize revenue and related expenditure into the FY 20/21 budget for the purchase of property on Dee Hwy next to Tucker Park.
- ✓ Approve a budget adjustment Resolution to recognize the revenue and expenditures from additional Oregon Health Authority Funding (\$240,930) in the Health departments Bio Terrorism budget FY 20/21.
- ✓ Approving signing the City of Hood River's Final Plat for the Tanner Ranch Subdivision Phase 2.
- ✓ Authorize the County Administrator to sign the ODVA grant application to request State funding for the County Veterans Services program FY 20/21.
- ✓ Award the Northwest Salvage-2020 Sale #20-14 to the highest bidder: JW Logging, LLC.

VIII. NEW BUSINESS

Administration

Multi-Jurisdictional Parks, Recreation & Open Space "Parks Plan for All"

RECOMMENDATION: Approve and sign a Resolution accepting the Hood River Area Multi- Jurisdictional Parks, Recreation & Open Space "Parks Plan for All" as presented.

View the full document by visiting: <https://hoodriverparksandrec.org/master-plan>

Human Resources

Law Enforcement Association (LEA) Union Contract

RECOMMENDATION: Approve and sign the Law Enforcement Association (LEA) Union Contract as presented.

Board of Commissioners

Region 1 ACT: STIP Process Concerns

RECOMMENDATION: Discuss submitting a letter to the Oregon Transportation Commission regarding the STIP Process

IX. EXECUTIVE SESSION Per ORS 192.660(2)(h) – Legal Counsel

X. ADJOURNMENT

WORK SESSION

Hood River County Community COVID-19 Testing Framework

1. Goal: Ease of access and testing for COVID-19
2. Referral: COVID-19 testing
 - A. People should first call their medical home to request testing
 - a. Supports Patient-Centered Primary Care Home Model
 - b. Virtually all medical providers are testing, or know where to order testing
 - B. HRCHD can provide case management services to assist people without a medical home or other resources into primary care
 - a. Referral service/appointment assistance
 - b. Wrap-around and social supports including OHP Application Assistance as needed
 - C. HRCHD can assist those needing COVID-19 testing that do not have a medical home, or unable to schedule testing through their medical home, based on state and community priorities
 - a. Referral service/appointment assistance
 - b. Wrap-around and social supports including OHP Application Assistance as needed
 - D. Employers requesting testing and/or consultation should be referred to Providence Occupational Health and Medicine
 - a. Access to Workman's Comp
 - b. Testing
 - E. HRCHD will promote and advertise community clinics to ensure residents/visitors are aware of such resources
 - a. Hood River County website
 - b. GetReadyGorge.com
 - c. Partnering websites

Received at the meeting 9/21/2020 from County Health

Hood River County Community COVID-19 Testing Framework

9/21/2020

Trish Elliott, Director

Hood River County Health Department

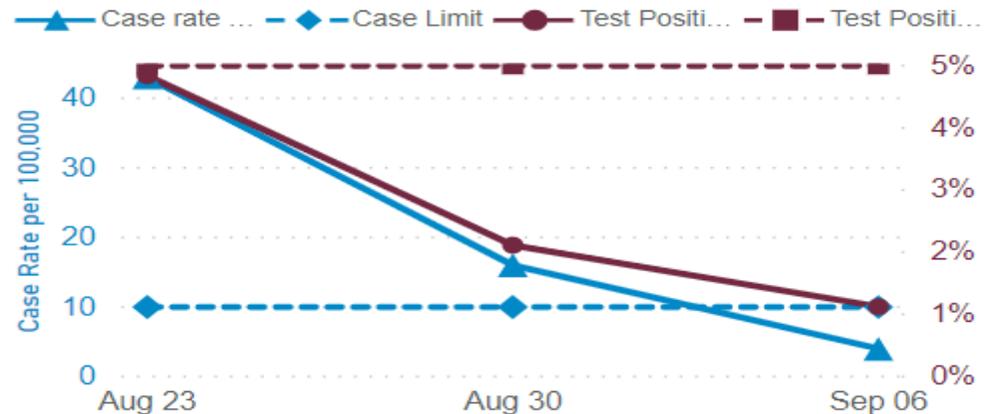
School Reopening Metrics – www.Oregon.gov/ode

County / State	Date	Test Positivity (%)	Case rate per 100,000	Case Count
Hood River	August 23	✓ 4.8%	✗ 43	11
Hood River	August 30	✓ 2.1%	✗ 16	4
Hood River	September 6	✓ 1.1%	✓ 4	1

Smaller population counties
($\leq 30,000$ people)



Solid line should be below matching dotted line.



Goals of Testing

- *Identify infectious individuals with goal to reduce transmission through isolation and quarantine of contacts
- *Enables Healthcare providers to appropriately care for patients who are ill
- *Allows public health and other decision-makers to understand the spread of disease

Health Department Role in Testing

- Early decisions:
 - We would not be testing
 - We would utilize existing referrals and resources for Pandemic Response
 - Refer to PCPs for assessment and testing
 - Supports PCPCH Model adopted by CGHC, OHA, CDC, AMA
 - Provide case management services to get those without PCP or resources into care
 - Provide social supports including OHP application assistance as needed
 - Refer to 9-1-1 or ER for severe illness (call ahead)
 - Refer those in need to wrap-around and social services

Testing Criteria - OHA

- Any person with **symptoms** consistent with COVID-19 (SARS-CoV-2) should be tested
 - If resources are limited prioritization should be considered along with severity of symptoms, testing availability, and healthcare system capacity
 - Symptoms of COVID-19 include, but not limited to:
 - Fever
 - Dry cough
 - Fatigue
 - Body aches
 - Sore throat
 - Diarrhea/nausea/vomiting
 - Conjunctivitis
 - Headache
 - Loss of taste and/or smell
 - Difficulty breathing or shortness of breath
 - Chest pain or pressure

Testing Criteria – OHA (Continued)

- People **without symptoms** consistent with COVID-19 should be limited to the following groups:
 - Close contacts of confirmed or presumptive cases
 - People exposed to COVID-19 in congregate setting such as residential care facilities, childcare facilities, group homes, schools, agricultural workplaces, food processing plants, jails, prisons or shelters
 - Migrant and seasonal agricultural workers upon arrival
 - People who identify as Black, African-American, Latino/a/x, American Indian/Alaska Native, Asian, Asian-American or Pacific Islander
 - People who identify as having a disability
 - People whose first language is not English

CDC Testing Guidelines

- Recommends testing if symptomatic
- Recommends testing for those with close contact of a person with COVID-19
- Recommends asymptomatic people without close contact to known case does not need a test, unless:
 - Live or work in a nursing home or LTCF
 - Critical infrastructure worker, health care worker or first responder
- Follow state or local public health official advice for additional high-priority groups of people
- In certain areas, it may be advisable to test a “limited number of asymptomatic healthy people” particularly from vulnerable populations.

Asymptomatic Testing in The Gorge

- The following asymptomatic populations are being tested (or offered testing) in the Gorge Region:
 - Those who have a known or suspected close contact with a positive or presumptive positive case
 - Pre-procedure patients
 - Residents and staff at LTCFs
 - Healthcare workers
 - Employees who are part of workplace outbreaks, or who request through Occupational Medicine
 - MSFWs
 - Indigenous population
 - Those requiring a negative test for return to school, camps and/or work
 - Anyone attending a community testing event

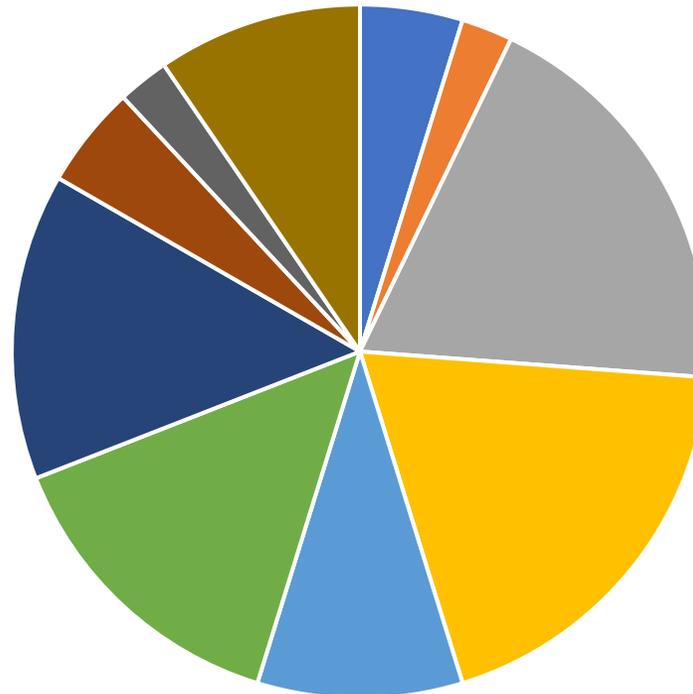
Gorge-Wide Provider Survey

- Purpose
 - Inform decisions about testing needs
 - Identify gaps in testing
 - Create “testing” dashboard for regional webpages
 - Assistance from Paul Lindberg, Regional Impact Specialist
- Survey
 - 15 questions – answers collected through Survey Monkey, phone interview and email
 - COVID-19 testing capacity per week
 - Availability of testing for those who are not empaneled
 - Ability to host or assist with mass testing for outbreak situations
 - Type of testing including laboratory use and turnaround time
 - Testing criteria used
 - Barriers for testing
 - Process for reporting positive results
 - Availability to assist with COVID-19 vaccine distribution

Survey Results – Tests per week

1,075 total tests available

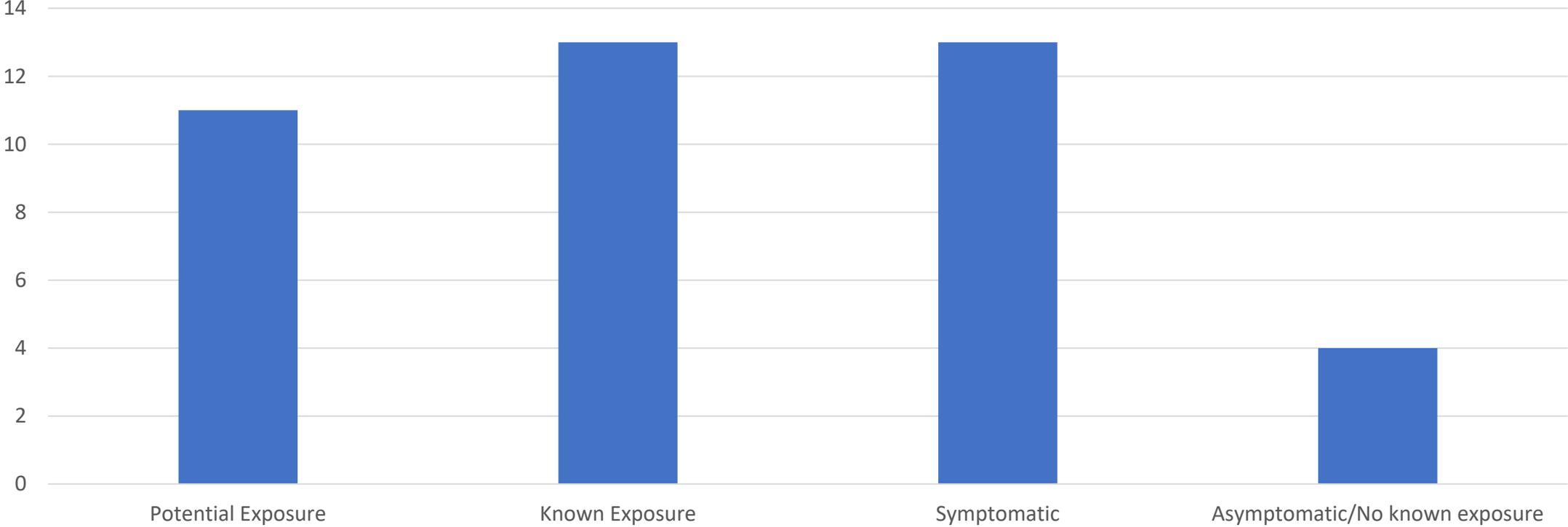
Total Tests Per Week



■ Summit ■ MCMC ■ Providence Hospital ■ Providence OCC Med ■ CGFM ■ OCH HR ■ Northshore ■ Compass ■ Heritage Family Medicine ■ Skyline

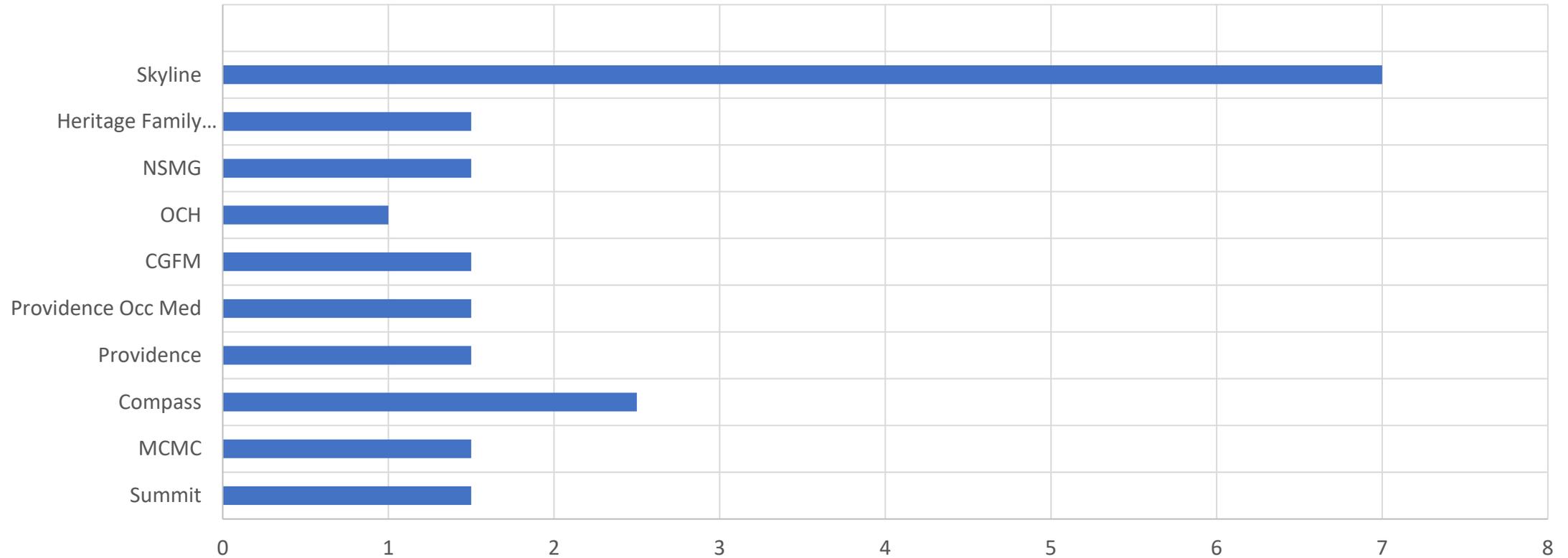
Survey Results – Testing Criteria

Testing Criteria Used by Providers



Survey Results – Turn Around Time

Average Days



Gauging Community Prevalence of COVID-19

- Serologic (antibody) testing
 - Can be useful in determining the proportion of the population previously infected or exposed to COVID-19
 - May help determine what communities have had a higher prevalence of disease, therefore *may* have a higher level of protective immunity at least for a short time
- PCR/NAAT testing
 - Percentage of positivity of all tests completed
- Morbidity/Mortality rates in the community
 - Assessed through hospitalizations and death data
- Wastewater testing
 - OHSU and other academic institutions are involved in 2 – 3-year studies in Oregon communities to see how effluent testing correlates with test positivity

Community Events

- OCH/TND outreach events – 2 in September/2 in October
- OHA Sponsored **Free** Community COVID-19 testing events in HRC
 - Tuesday September 29, 2020 – Cascade Locks location TBD
 - Wednesday, September 30, 2020 – Parkdale Elementary
 - Thursday, October 1, 2020 – River of Life Assembly
 - OHA will be doing advertising and all logistics

Expansion of Statewide Testing Framework

- Epi/lab capacity grant
- Regional Testing Framework
 - Flexibility
 - Provide county level resources
 - Will work closely with LPHAs
 - Create access for vulnerable populations
 - Small testing teams with ability to expand as needed
 - Regional Coordinators and leads to focus and assess for gaps

Oregon Testing Initiative

- Will rely upon Regional Testing Framework model
 - Improve in-state reliability and speed
 - Partnerships with private labs
 - Goals
 - Test all symptomatic people
 - Test all close contacts
 - Symptomatic
 - Asymptomatic
- Will partner with Academic Institutions and private labs to increase testing capacity by 10,000 per day statewide

Conclusion

- School Metrics have been met
- CDC, OHA support prioritized testing of asymptomatic populations based on burden of disease and disparate outcomes
- There is significant testing of asymptomatic people in the Gorge
- Regional providers have been surveyed
 - Survey shows availability of more than 900 tests per week
 - Lab turnaround time has improved
- Free community events are happening
- There is significant work happening at the State level to improve lab capacity and local support for testing high priority groups

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: September 11, 2020 **DEPARTMENT:** Community Dev. **NAME:** Eric Walker

SUBJECT: DEQ presentation concerning the County's TMDL Implementation Plan

AUTHORITY: *ORS:* _____ *OAR:* OAR 340-042-0080

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

In 2002, the County signed a Memorandum of Understanding with Oregon DEQ concerning implementation of the Western Hood Subbasin Total Maximum Daily Load (TMDL) program, which relates to maintaining surface water temperatures of County streams at or below water quality standards through various means.

In 2004, the County adopted a TMDL Implementation Plan, which included certain performance measures, including a 5-year review of implementation efforts. Planning staff recently completed its latest 5-year review of the Plan. As part of this review, DEQ indicated that current implementation efforts are not meeting TMDL requirements and, therefore, is requiring that the County submit a revised Implementation Plan for the next 5-year period.

As part of this assessment, DEQ staff offered to give the Board a summary of the TMDL program and a recap of the County's ongoing obligations under its adopted Plan.

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

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

Comments:

Fiscal impacts are currently limited to staff time.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

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

RECOMMENDATION OF THE DEPARTMENT:

Accept DEQ staff's request to give a presentation concerning the County's TMDL Implementation Plan requirements.

ADMINISTRATION RECOMMENDATION:

Hear from DEQ Staff concerning the County's TMDL Implementation Plan requirements.

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

Implementing the Western Hood Subbasin Temperature TMDL

DEQ Water Quality Division

September 21, 2020
Hood River, Oregon

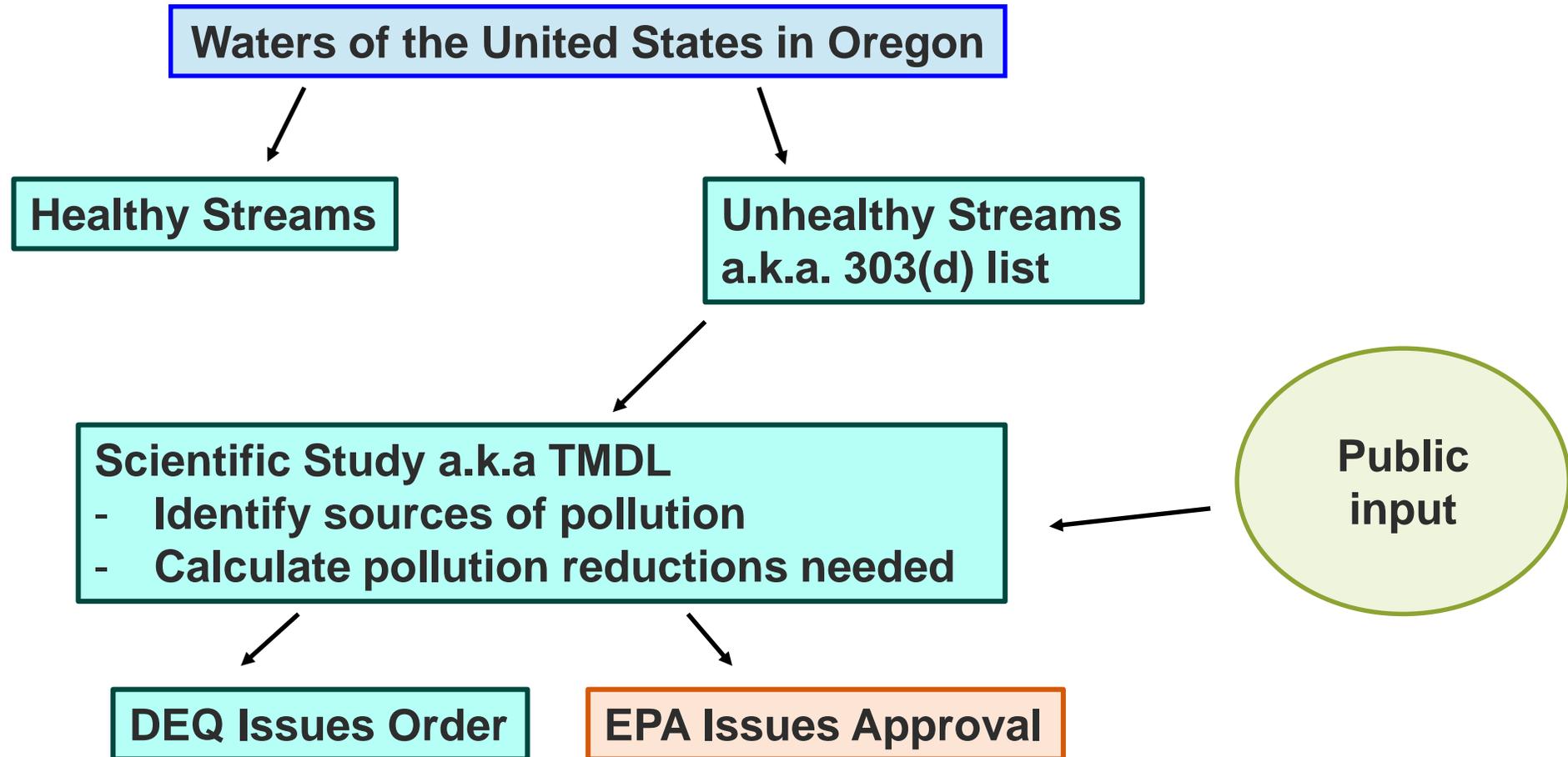
Overview

- DEQ
- Clean Water Act
- Western Hood Subbasin Temperature TMDL
- Hood River County's TMDL requirements
- Opportunities for funding and technical assistance

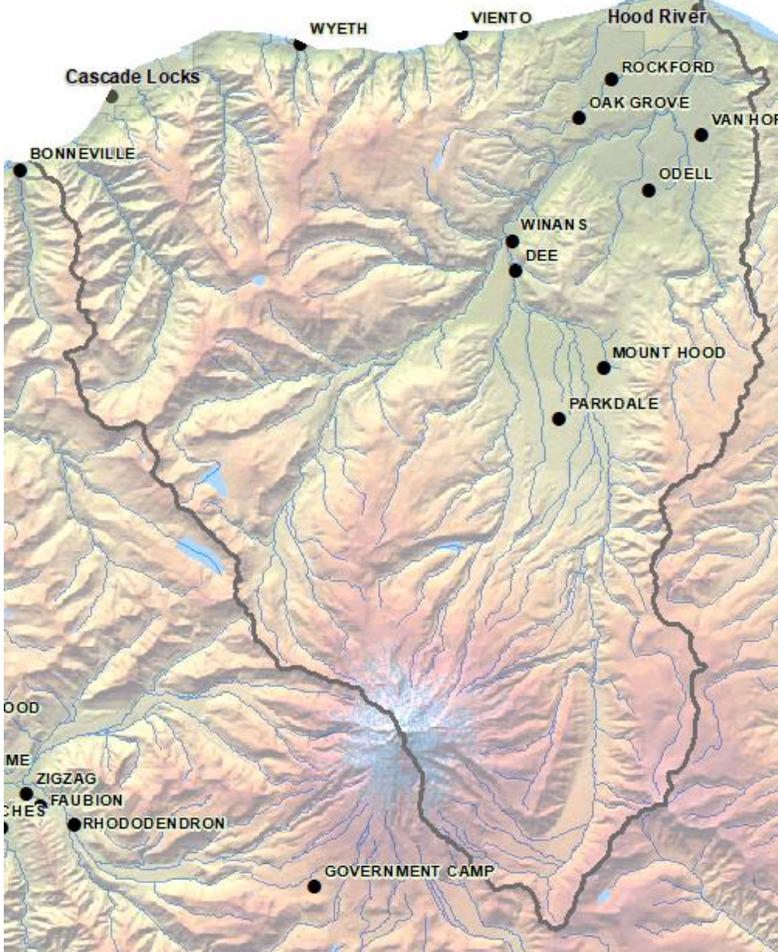
What is DEQ?



Clean Water Act and TMDLs



Western Hood Subbasin Temperature TMDL



Waters of the United States in Hood River Basin

Healthy Streams

Unhealthy Streams
Too warm!

Temperature TMDL
- Solar radiation
- More shade needed along streams

Public input
HRWG
County Health
USFS
etc.

DEQ Issues Order
2001
2018

EPA Issues Approval
2002
2018

Western Hood Subbasin Temperature TMDL

Water Quality Management Plan (WQMP)



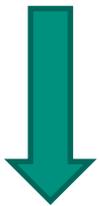
Reduce
warm
discharges

Increase
stream
shade



Western Hood Subbasin Temperature TMDL

Designated Management Agencies (DMAs)



Point Sources

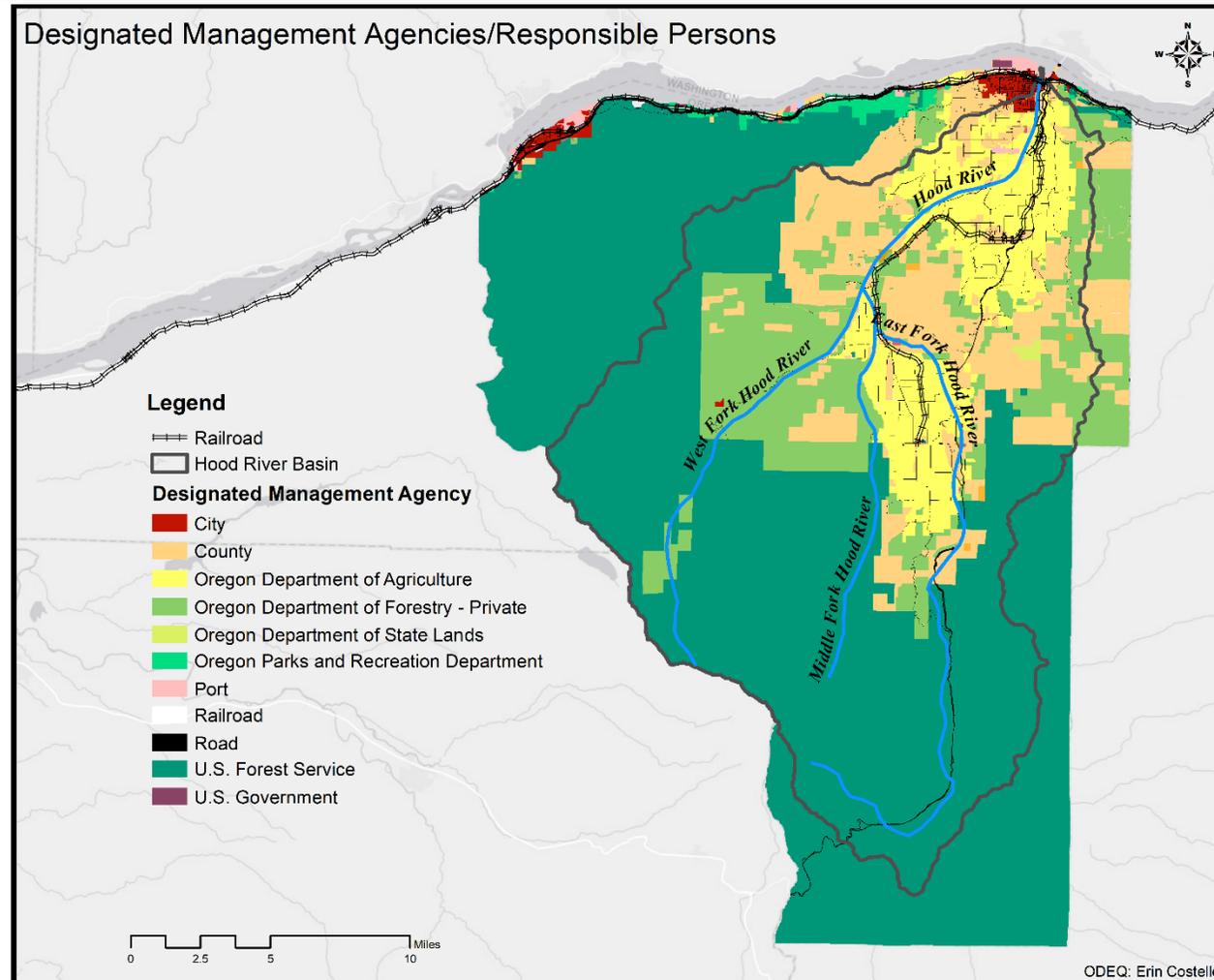


Oregon
Department
of Agriculture



Nonpoint Sources

Western Hood Subbasin Temperature TMDL



Western Hood Subbasin Temperature TMDL

Implementation Plan

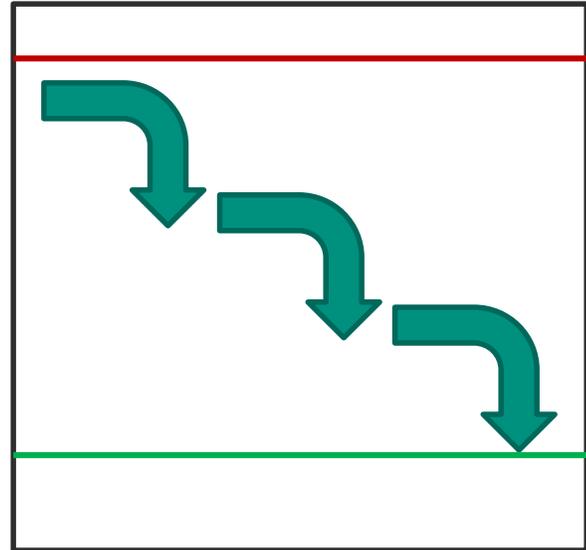
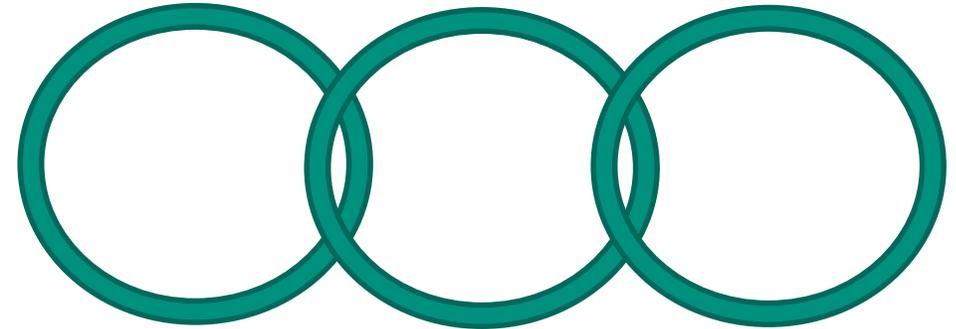
Annual Report

Annual Report

Annual Report

Annual Report

5 Year Review



Hood River County's TMDL Requirements

Implementation Plan

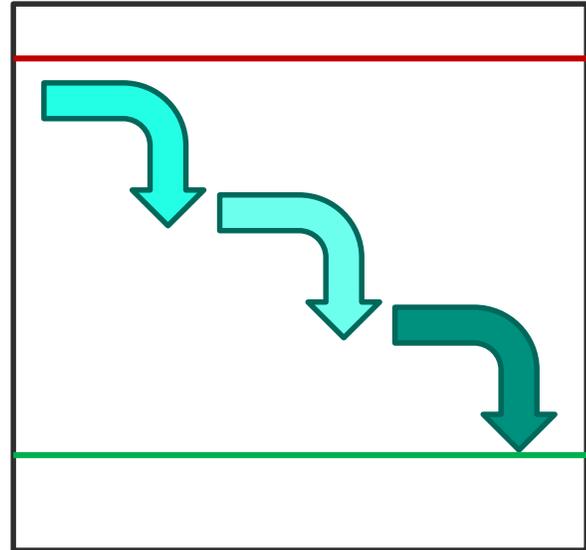
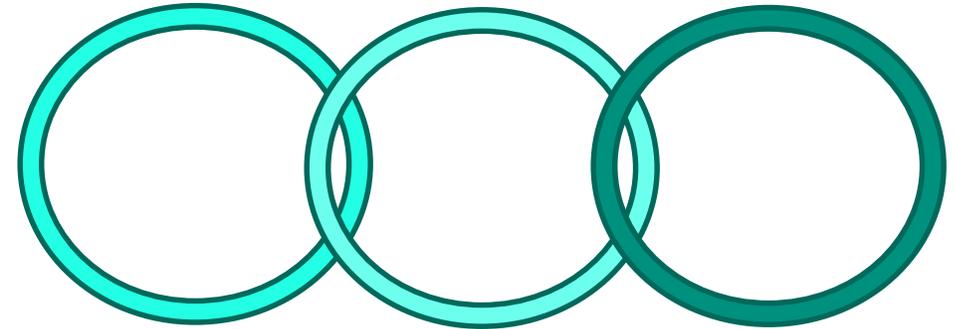
Annual Report

Annual Report

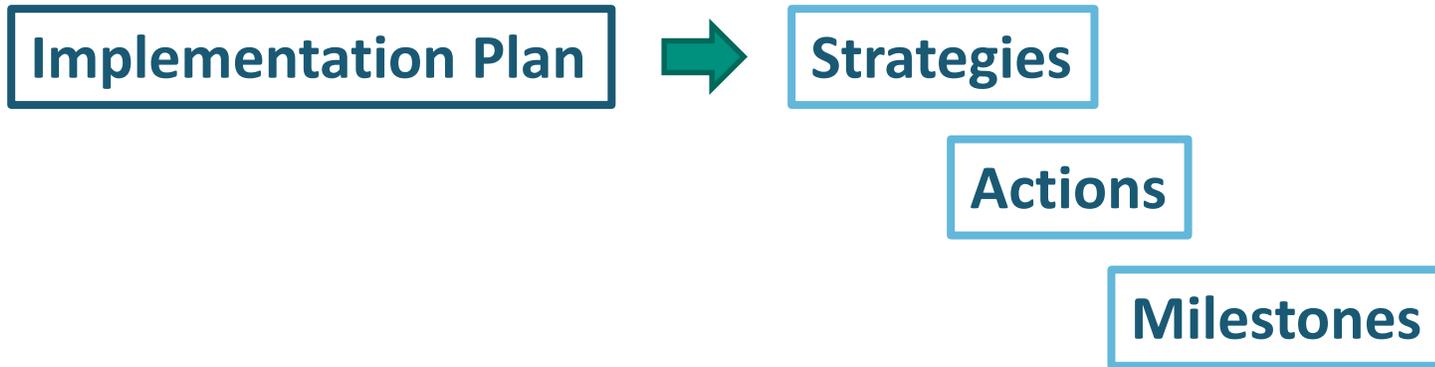
Annual Report

Annual Report

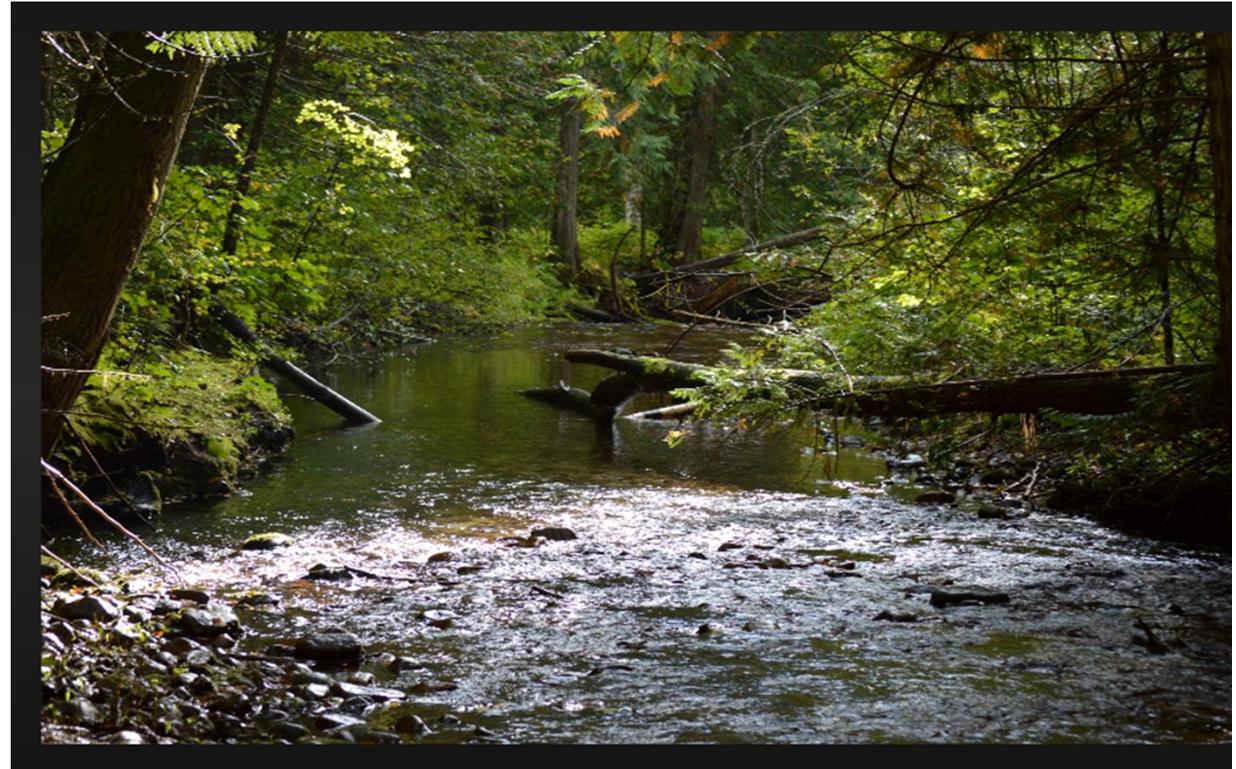
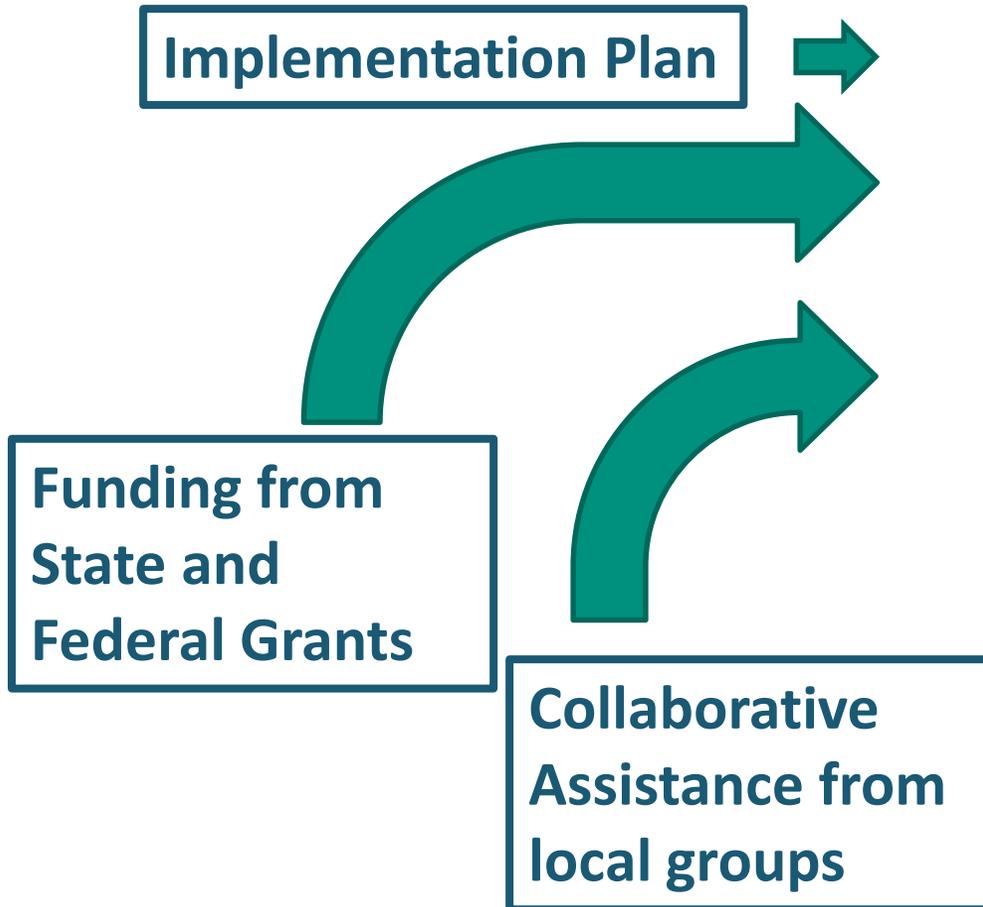
5 Year Review



Hood River County's TMDL Requirements



Hood River County's TMDL Requirements



Hood River County's TMDL Requirements

- Class II Violation:
 - “Failing to timely submit or implement a Total Maximum Daily Load (TMDL) Implementation Plan, by a Designated Management Agency (DMA), as required by department order” ([OAR 340-012-0055\(2\)\(e\)](#))

What support will DEQ provide?



**Technical
Assistance**



**Grant
Funding**



**Coordination
Assistance**

Questions?

Contact Info

Smita Mehta
TMDL Basin Coordinator
Eastern Region
475 NE Bellevue Dr. #110
Bend, OR 97702

541-633-2022

Smita.Mehta@deq.state.or.us

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: September 14, 2020 **DEPARTMENT:** Administration **NAME:** Jeff Hecksel

SUBJECT: Potential Justice Center partnership with the City of Hood River.

AUTHORITY: ORS: _____ OAR: _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

The County was approached by the City of Hood River to see if the County would be interested in partnering with the City on a joint project on the Columbia Street site in Downtown Hood River (see attached). The concept is to sight a Justice Center to include a new Courthouse and new City Police Station.

The City has indicated it will be looking at voter approval for a bond levy in November 2021, and has indicated a desire to keep the amount of the levy at \$.70 or less based on the retiring levy for the fire station. The City has also indicated a need to maintain or increase parking capacity.

Based on the DLR report, it would seem possible for both City and County facilities to fit on the site, and there may be some efficiencies in shared space. This would likely require more vertical building. The DLR report indicated a need of about 57,000 square feet for a facility for the State Courts, and the Sheriff.

Should the County be interested in this partnership, the County will need to fund planning work in conjunction with the City to further analyze the opportunity, and an agreement would need to be developed between the City and the County for the planning work.

ATTACHMENTS: Other 1

FISCAL IMPACT:

If the County were interested in partnering in planning work with the City, funding would be needed, but has not been defined yet, and is not appropriated. There is funding appropriated for a new entry at the Courthouse to facilitate security improvements (\$150,000).

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

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

RECOMMENDATION OF THE DEPARTMENT:

ADMINISTRATION RECOMMENDATION:

Cost estimates from 2015 for a new Courthouse was \$25.5 to \$33.6 million dollars. To assess the feasibility of moving forward, the County will need to invest some additional money. If the Commissioners are interested in this opportunity, staff recommends conferring with the City of get the planning costs and a draft agreement to bring back to the Board.

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



City/County Discussion Joint Public Safety Building

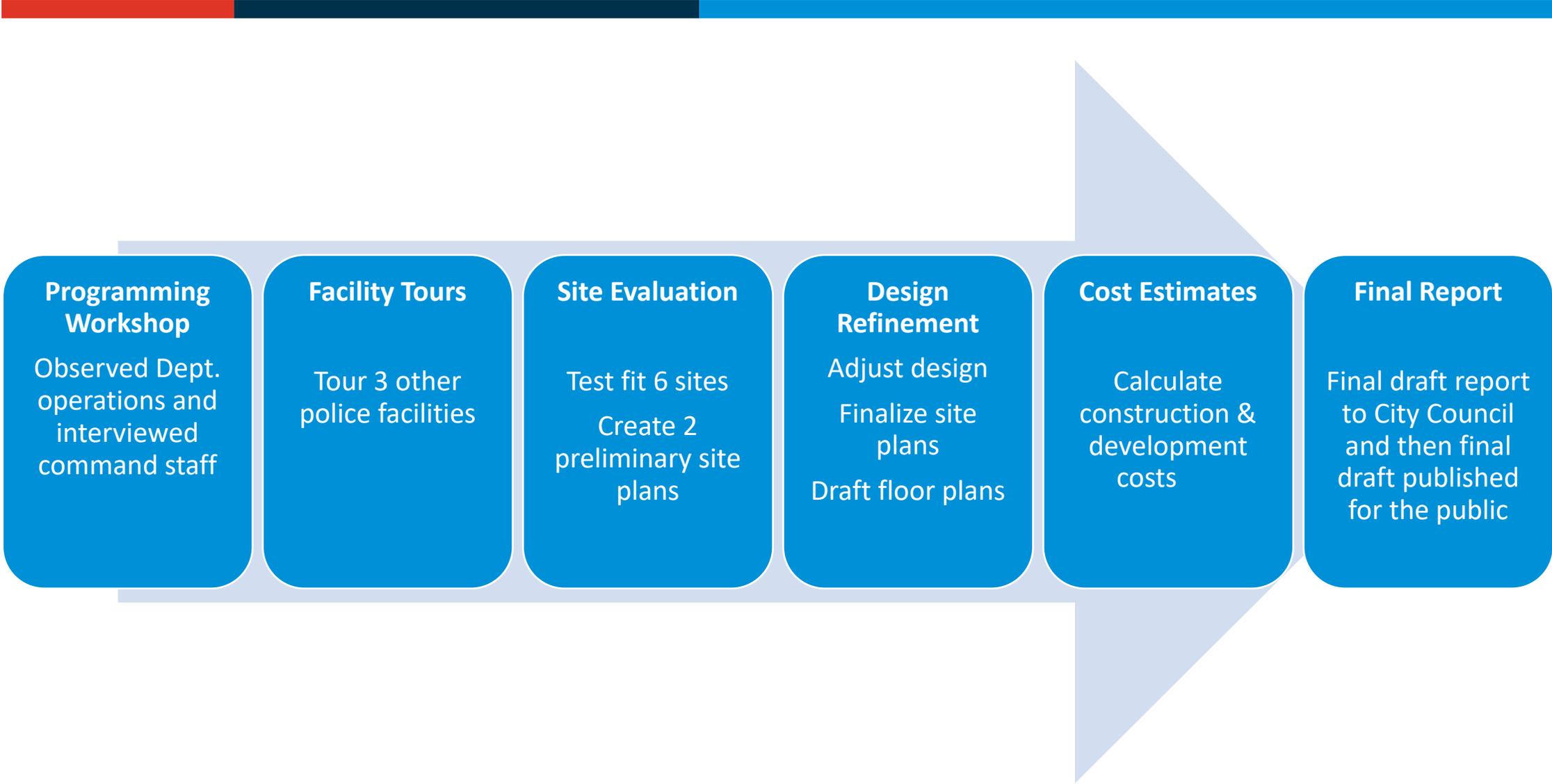


September 21 | 2020
Will Norris | City of Hood River

Agenda

- Status of Current City Project
 - Project Steps
 - Top Rate Site
- Key City Needs for Joint Facility
 - Timeline
 - Financial Support
- Next Steps

Facility Planning Process

A horizontal flowchart illustrating the Facility Planning Process. It consists of six blue rounded rectangular boxes arranged in a sequence from left to right, each containing a step name and its details. The boxes are set against a light blue arrow-shaped background that points to the right. A decorative bar at the top of the slide is divided into three segments: red, dark blue, and light blue.

Programming Workshop

Observed Dept. operations and interviewed command staff

Facility Tours

Tour 3 other police facilities

Site Evaluation

Test fit 6 sites
Create 2 preliminary site plans

Design Refinement

Adjust design
Finalize site plans
Draft floor plans

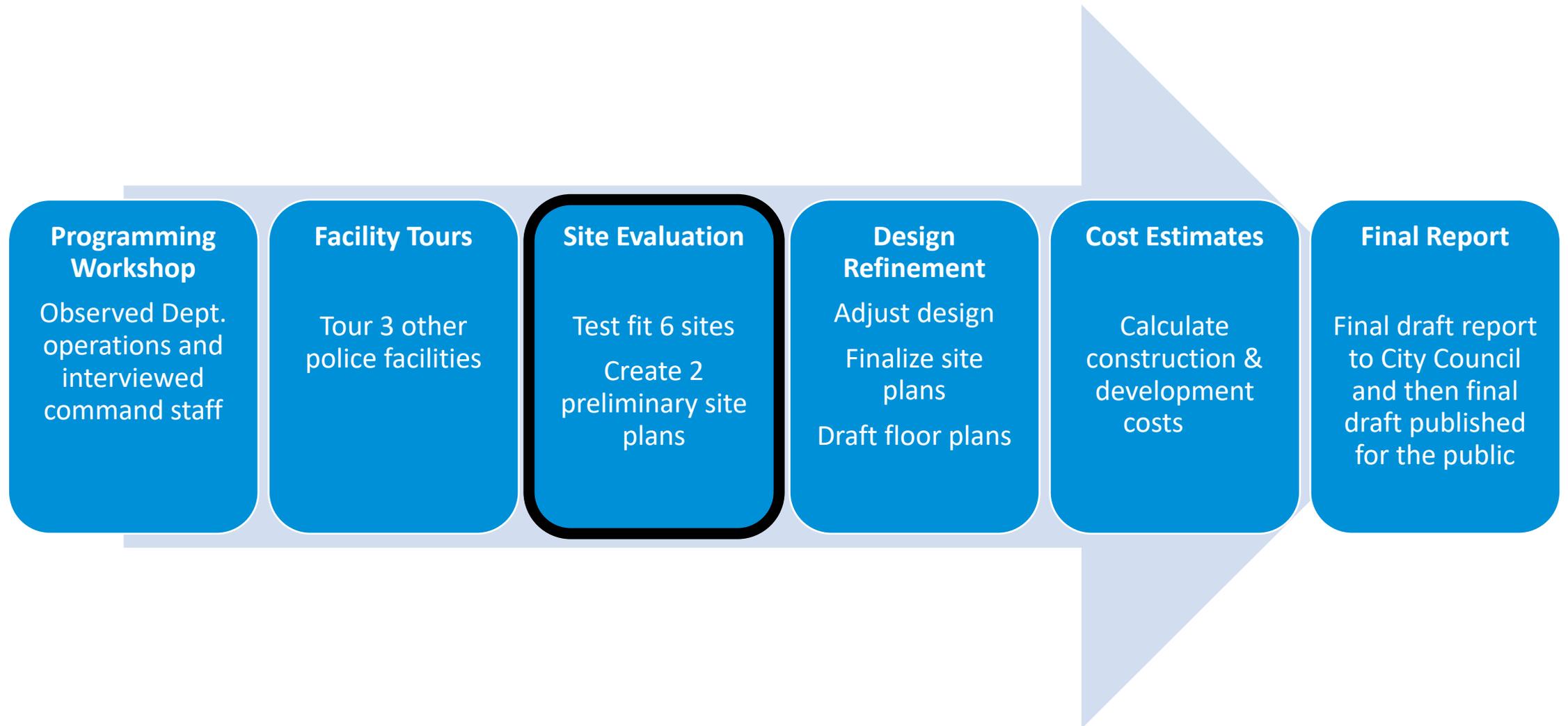
Cost Estimates

Calculate construction & development costs

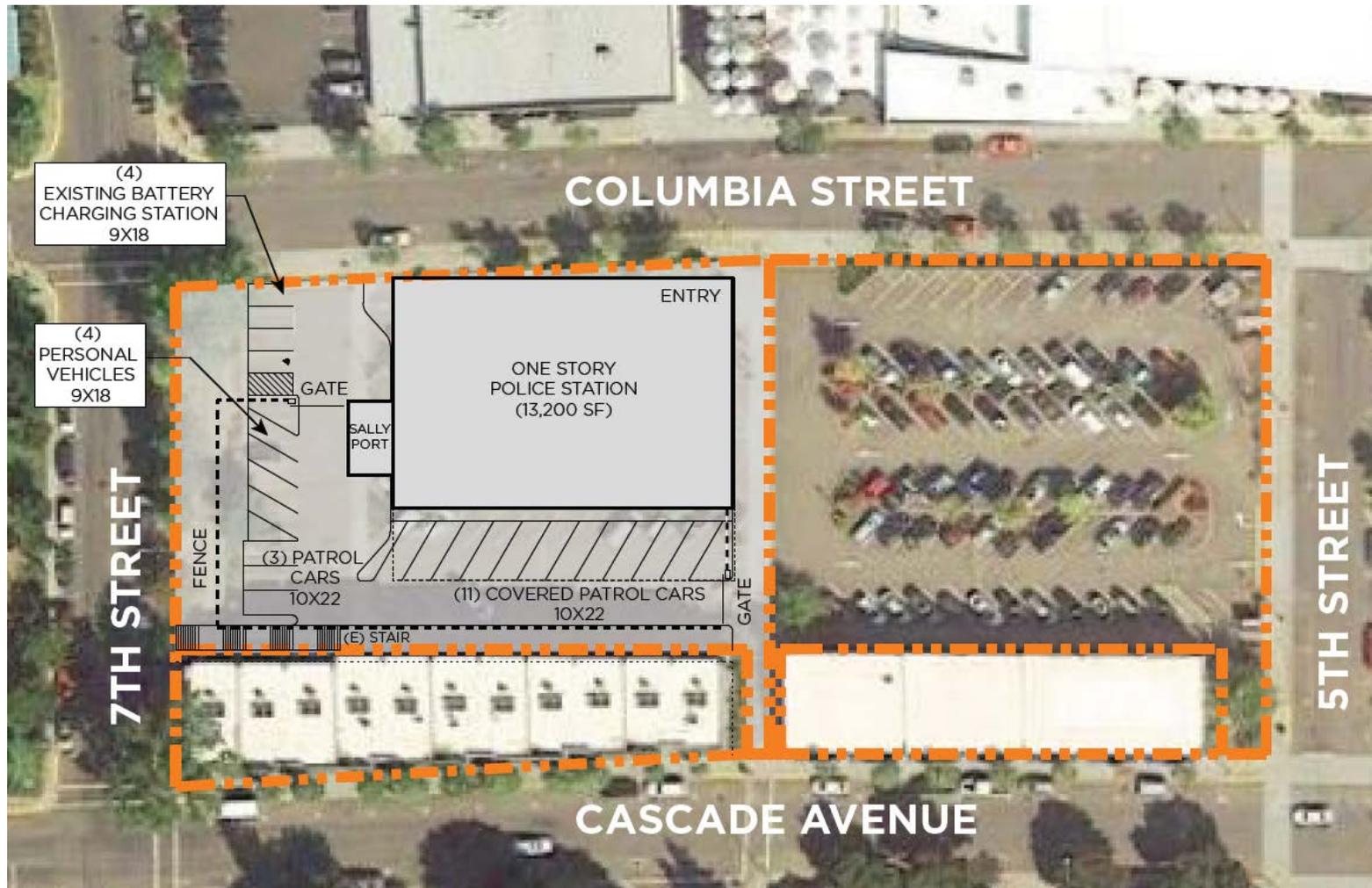
Final Report

Final draft report to City Council and then final draft published for the public

Facility Planning Process



Top Rated Site

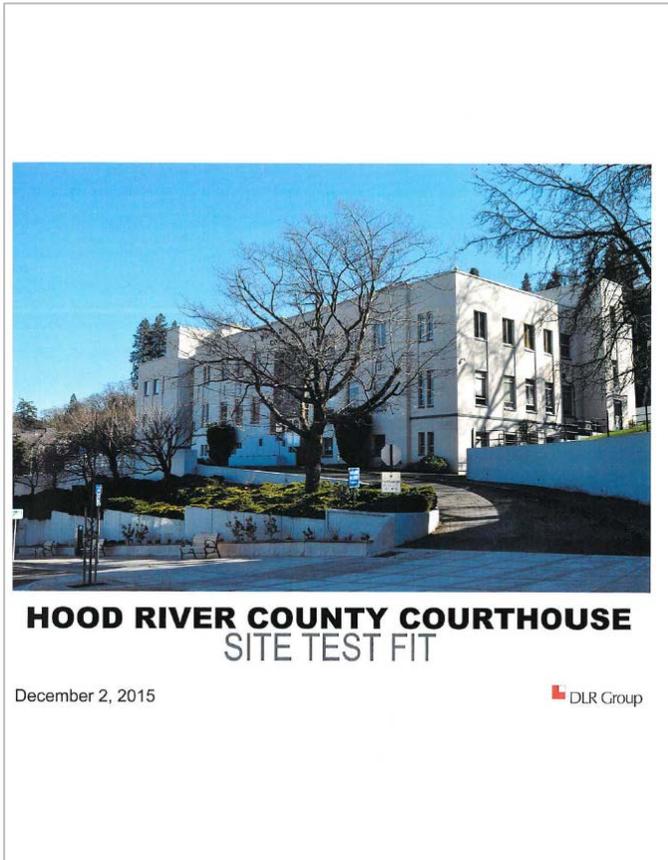


- Publicly Owned, with City site control
- Correct zoning
- Parking can be replaced by Urban Renewal Agency
- Large site (approx. 60,000 sq. ft.)
- Centrally located with easy access

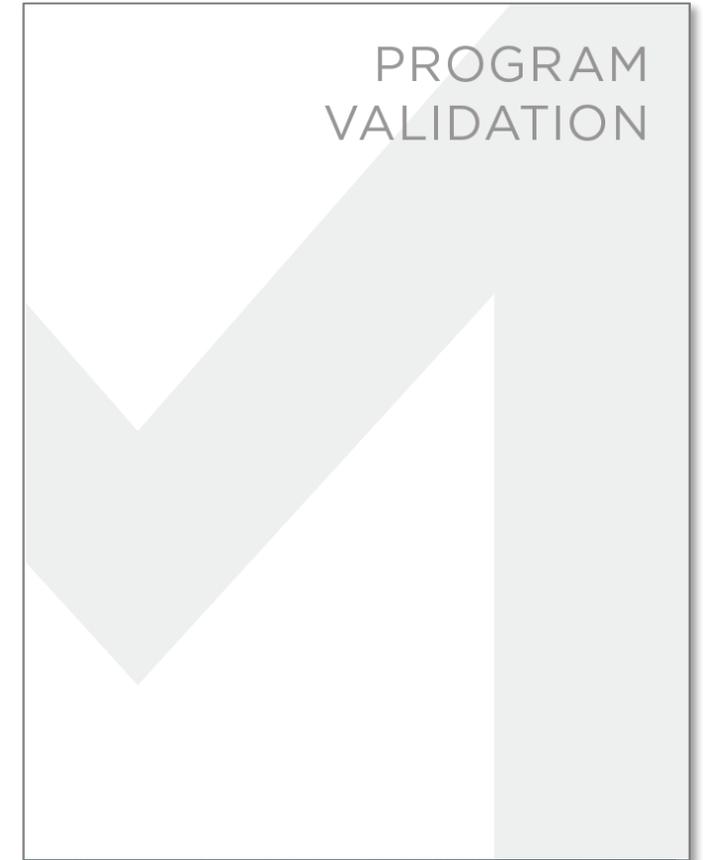
City Needs

1. Measure on November 2021 Ballot
2. Shared Project Contribution
 - Joint space program and site analysis
 - County-wide \$0.70 per \$1,000 → \$35.75M
3. No loss of parking, ideally an increase

Possible Next Step

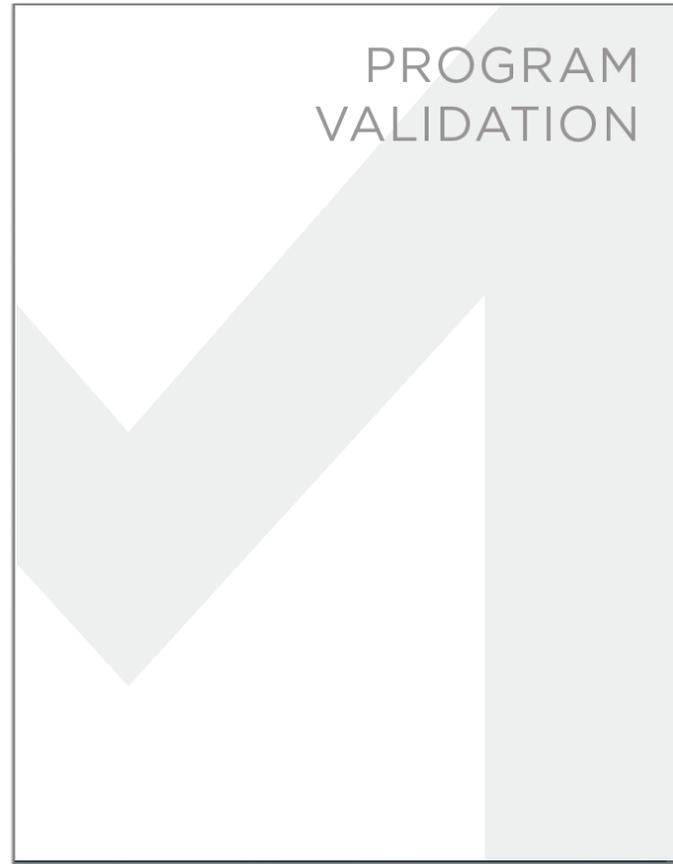


County Space Program
56,726 sq. ft.



City Space Program
13,178 sq. ft.

Possible Next Step



Possible Next Step

- **Combined Space Program**, consolidating for shared common areas
- **New Site Test Fit**, including identification of replacement parking
- **Preliminary Design & Cost estimation** sufficient to support bond measure

Possible Next Step



Project Cost Range:

\$125K - \$200K

Subject to full scope
development and bidding

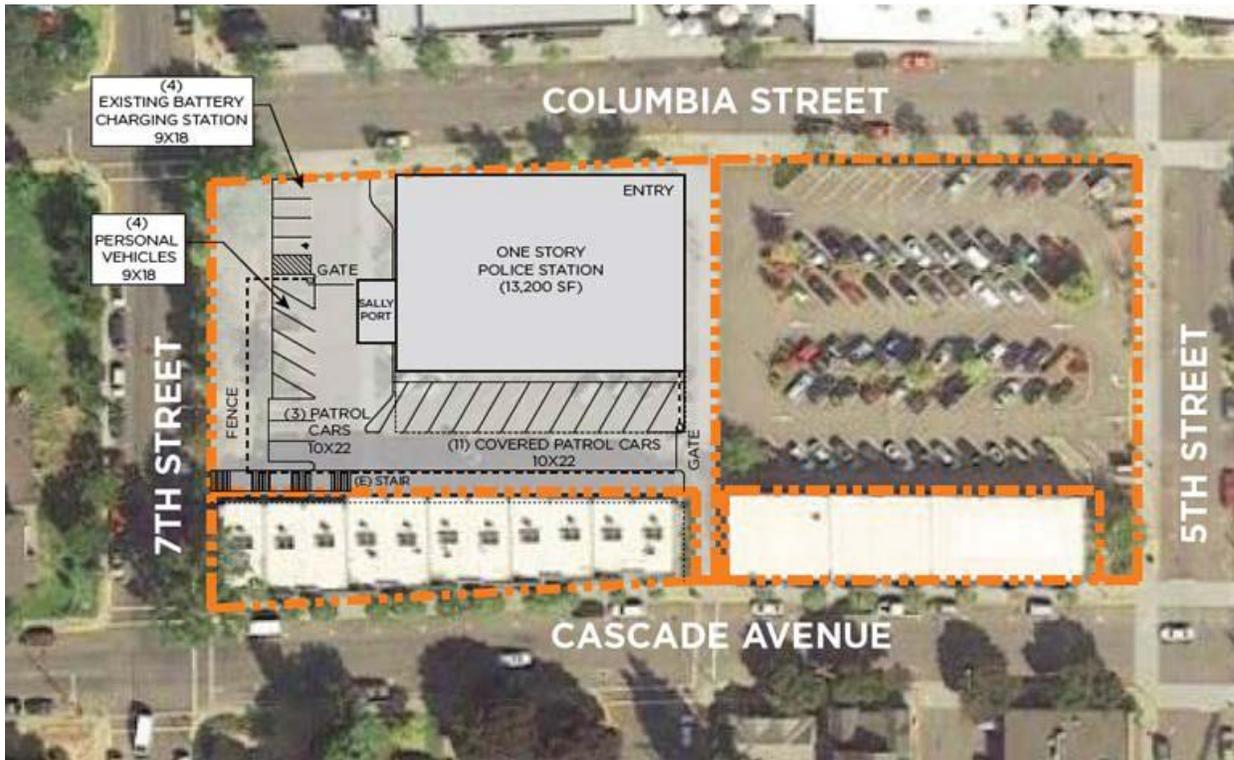


City/County Discussion Joint Public Safety Building



September 21 | 2020
Will Norris | City of Hood River

From: [Jeff Hecksel](#)
To: [Heidi DeHart](#)
Subject: to go with ARF....Justice Center
Date: Monday, September 14, 2020 1:56:37 PM



Jeff Hecksel
Hood River County Administrator
Jeff.hecksel@co.hood-river.or.us
(541) 386-3970

Hood River County Courthouse

12/2/2015

Option	Total SF	Unit Cost \$/SF	Total Cost
Downtown Site - Option A	81,665	\$ 554	\$ 45,239,367
Downtown Site - Option B (Sheriff & Court Only)	56,726	\$ 593	\$ 33,621,501
Theoretical Alt. Site - Option A (3 Story)	81,665	\$ 443	\$ 36,192,481
Theoretical Alt. Site - Option B (2 Story)	81,665	\$ 437	\$ 35,706,902
Theoretical Alt. Site - Option C (Sheriff & Court Only)	56,726	\$ 449	\$ 25,476,574

Level	Department	Program BGSF	Notes
LEVEL 1:			
Phase 1	Sheriff: Administration	3,191	14,781 SF
	Sheriff: Parole and Probation	2,592	
	Juvenile	2,498	
	Lobby and Public Spaces	4,758	
	Building Support	1,742	
Phase 2	Sheriff: Emergency and 911	5,491	17,882 SF
	Prevention	1,772	
	Administration/HR Conference Space	3,346	
	Records and Assessment - Elections	4,933	
	Records and Assessment - Elections Archives	2,340	
	TOTAL	32,663	
LEVEL 2:			
Phase 1	Sheriff: Support	5,330	18,651 SF
	Sheriff: Patrol/Evidence/Detectives	7,941	
	Building Support	1,742	
	District Attorney	3,638	
Phase 2	Budget and Finance	1,778	12,547 SF
	Community: Building Planning	3,922	
	Community: Veterans	646	
	Community: IT	983	
	Administration/HR	1,872	
	Administration/HR Conference Space	3,346	
	TOTAL	31,198	
LEVEL 3:			
Phase 1	Circuit Court	16,061	17,803 SF
	Building Support	1,742	
	XXX	0	
	TOTAL	17,803	
	BUILDING TOTAL	81,665	

A

Level	Department	Program BGSF	Notes
LEVEL 1:			
Phase 1	Sheriff: Administration	3,191	14,781SF
	Sheriff: Parole and Probation	2,592	
	Juvenile	2,498	
	Lobby and Public Spaces	4,758	
	Building Support	1,742	
Phase 2	Sheriff: Emergency and 911	5,490	
	TOTAL	20,271	
LEVEL 2:			
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	Sheriff: Patrol/Evidence/Detectives	7,941	
	Building Support	1,742	
	District Attorney	3,638	
	TOTAL	18,651	
LEVEL 3:			
Phase 1	Circuit Court	16,061	17,803 SF
	Building Support	1,742	
	XXX	0	
	TOTAL	17,803	
	BUILDING TOTAL	56,726	

B

Ballot Box Information for the Hood River County Board of Commissioners

As the Hood River County Director of Records and Assessment, I fully support having as many ballot drop sites as possible. However, with every additional ballot drop site there are ongoing expenses and logistical challenges that must be considered.

In my eleven years as the Director, I have never received a request for additional drop sites in Odell or Parkdale until this election cycle. Concerns about the national news related to the postal system appears to be the primary reason we are now receiving the request for additional drop boxes in these locations. This has coincided with ongoing efforts of the postal system to increase efficiencies, eliminate costs, and continue without taxpayer support.

Due to the global pandemic, many states are considering conducting the November General election using vote by mail. These states may face some significant challenges making the quick transition and many have been warned about postal issues in their states, but Oregon was not on the list. Oregon was the first state to conduct elections entirely with vote by mail. We have been doing vote by mail for over two decades. Our election laws have been written with vote by mail as the method of conducting elections. We have a strong partnership with our state coordinators, sorting facilities, and local post offices. We have been in communication with our postal partners and have been assured that ballots will continue to be treated with priority and should expect no delays in delivery.

The Oregon Secretary of State had the following message in her June 24th newsletter, "On May 19th, Oregon held a primary election in the midst of a global pandemic. Over 1.3 million ballots were cast, which is a record number for any primary! We were glad to see so many Oregonians participating in democracy. Because Oregon has vote by mail, we were able to hold an election that looked much like any other. While some voters chose to drop off their ballots at official drop boxes like usual, others found that the new prepaid return envelopes made it even easier to participate without leaving their homes."

Oregon has the following criteria that must be used when establishing ballot drop sites. Each county is required to have a minimum of two drop sites in each countywide election and one of those drop sites is required to be at the county elections office. There must be at least one drop site for every 30,000 active registered voters in the county, and the County elections officials shall ensure that within four miles of the main campus of each public university or community college there is at least one location designated as an official ballot drop site. Oregon also has security, signage, storage, transporting, and hours of operation requirements. Oregon requires that drop sites be open at a minimum the Friday preceding the election, during the normal business hours of each location and must be open 8 hours or more on election day and until 8pm.

For our approximately 15,000 voters, we currently have two drop site locations. One drop site location is at our County elections office. At this location we have two boxes. One is 24-hours located outside and another open during office hours located inside. Our other ballot drop site location is inside Cascade Locks City Hall.

We currently conduct elections with very minimal staffing. There are normally around 6 to 8 people assisting with the election. This number does not include the Cascade Locks City Hall staff or the sheriff's deputy that goes to Cascade Locks to retrieve the box on election night.

Ballot Box Information for the Hood River County Board of Commissioners

Due to the pandemic we have been working to relocate the temporary ballot box located inside City Hall to a permanent 24-hour drop site located outside. We have been working to make this a reality since before the May 2020 primary. This is not a simple process, there are many factors that must be considered and coordination between county departments, vendors, and other agencies. Besides the expense of procuring (\$3,200), adding signage to the box (\$200), and securing the box into concrete (\$3,000), there are ongoing costs of maintaining and operating to be considered.

Moving from an indoor box to an outdoor 24 hour drop box in Cascade Locks will require additional staffing. With the box located inside Cascade Locks City Hall, we were able to rely on the City staff to watch and close the box precisely at 8 pm. The sheriff's deputy would then transport the portable unopened box to the election's office. Now with the outdoor box we will need to send a bi-partisan team probably riding in two separate vehicles due to the pandemic to be at the box at 8pm to close the box, retrieve the ballots from the box, and bring them to the election's office.

The following information is considered best practices for ballot drop sites.

Best Practices for 24 Hour Ballot Box Locations - All drop box locations should be evaluated for:

- Public Easements/Agreements/Renewals
- Permits
- Utilities
- Security
- Lighting (well-lit 24 hours a day)
- High visibility
- Security cameras
- ADA Accessibility
- Voter convenience
- Parking or drive-through options
- Traffic patterns

Best Practices for Ballot Transport Personnel

- Should be bipartisan teams with clean driving records to be at every ballot drop-off location precisely when polls close. Their responsibilities include:
 - Identifying the voter or car in line at the time polls close and ensuring they have an opportunity to deposit their ballots.
 - Locking the drop slot on the 24-hour boxes and transferring ballots to a ballot transfer bag or box and returning them to the counting facility.
 - Completing chain of custody forms.
- It is important to have back up teams in place in case the original team is unable to get to the ballot pickup location at the designated time.
- Equipment and Supplies Needed for Each Team:
 - Vehicle (might need two due to the pandemic)
 - Radio or cell phone
 - Secure ballot collection bag/box
 - Security seals
 - Chain of custody procedures/forms

Ballot Box Information for the Hood River County Board of Commissioners

- Personal protective equipment (e.g. disposable, sterile gloves), as appropriate and in accordance with current CDC guidance
- GPS trackers
- Contact numbers
- Fire extinguisher

During a pandemic having temporary drop sites located inside buildings is problematic. Setting up outdoor temporary drop sites is an alternative solution. Besides a bipartisan team of at least two people the drop site would need the following supplies.

Temporary Ballot Boxes - Equipment and Supplies Needed

- Pop-up tent
- Tent Anchors
- Table
- Chairs
- Ballot box
- Road signs
- Orange cones
- Flashlights
- High-visibility vests for workers
- Weather appropriate support— propane heater, rain gear, lanterns
- Personal protective equipment such as gloves, masks, and hand sanitizer, as appropriate and in accordance with current CDC guidance

Relevant Oregon Laws and Rules Related Ballot Drop Sites

Oregon Revised Statute

254.470 Procedures for conducting election by mail; rules. (1) The Secretary of State by rule shall establish requirements and criteria for the designation of places of deposit for the ballots cast in an election. The rules shall also specify the dates and times the places of deposit must be open and the security requirements for the places of deposit. At a minimum, the places designated under this section shall be open on the date of the election for a period of eight or more hours, but must be open until at least 8 p.m. At each place of deposit designated under this section, the county clerk shall prominently display a sign stating that the location is an official ballot drop site.

Oregon Administrative Rules

165-007-0030 Designating the Vote by Mail Procedures Manual. The Secretary of State designates the Vote by Mail Manual revised 03/2020 and associated forms, as the procedures for conducting all vote by mail elections. All vote by mail elections shall be conducted following the requirements of ORS Chapters 246 through 260 and the Vote by Mail Manual.

Vote by Mail Procedures Manual

Portions of the Vote by Mail Procedures Manual related to drop sites are attached.

Vote by Mail Procedures Manual

Published by

Elections Division
255 Capitol St NE, Suite 501
Salem, OR 97310-0722

 503 986 1518
fax 503 373 7414
tty 1 800 735 2900
www.oregonvotes.gov

Adopted by

Oregon Administrative Rule No. 165-007-0030

In conjunction with

Oregon Association of County Clerks



Secretary of State

Elections Division Rev. 03/2020

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Security (cont.)

Before election

- 3 Ballots are maintained in a secure location at all times in accordance with the security plan filed with the Secretary of State Elections Division.
 - If a secure room is not available, ballots need to be secured in locked or sealed ballot container.
 - If the ballots are kept in a separate locked room, it is not necessary to seal the transport carriers.
 - If ballots are being transported within the same building, it is not necessary to seal transport containers.
 - Use disposable numbered locks if available.
- !** Use of motion detectors, video cameras, alarm systems and other technology may be appropriate supplements to locks.

Dropsite security

The county elections official:

- 1 Develops and files a new or amended security plan with the Secretary of State Elections Division, that includes, among other things, provisions for dropsite security.
- 2 Establishes times that dropsites are available.
 - A dropsite can be opened on the first day ballots are mailed, but at a minimum must be open to the public beginning on the Friday preceding the election, during the normal business hours of each location.
 - **On Election Day dropsites must be open 8 hours or more, and until 8 pm.**
- 3 Establishes procedures for overnight security of ballots at dropsites with dropsite personnel.
 - Options include:
 - ✓ Using a room that will be locked
 - ✓ A vault

A ballot drop box located at an official dropsite must be:

- 1 Locked or sealed and accessible only by authorized personnel or deputized staff.
 - The drop box must be transported only by election or deputized staff to the elections facility on a schedule or as needed.
- 2 Secure from being moved or tampered with.
 - The box may be exchanged for a locked or sealed empty box on a schedule or it may be re-locked or re-sealed when emptied by authorized personnel.
- 3 At staffed locations (such as libraries, city halls, etc.) and located in view of on-site staff.

An outdoor drop box for drive-by or pedestrian traffic must be:

- 1 Accessible only by key in possession of authorized personnel.
- 2 Emptied according to an established schedule or more frequently if necessary.
 - Transfer voted ballots in a locked or sealed ballot box, bag or pouch to the elections facility.

Official Dropsites, Voting Booths and Voting Assistance

NLT 30 days
before election

Establish official ballot dropsites

✓ ORS 254.470

The following criteria must be used when establishing dropsites:

- 1 A dropsite must be maintained at each county elections office.
 - 2 Each county must have no less than 2 dropsites for every countywide election.
 - 3 There must be at least one dropsite for every 30,000 active registered voters in the county.
 - 4 County elections officials shall ensure that within four miles of the main campus of each public university or community college there is at least one location designated as an official ballot dropsite under ORS 254.470. The dropsite need only to be open if the campus is within the electoral district for an election.
- i Consider concentrations of population, geographic areas, security and available funding when determining a dropsite location other than the county elections office or the County Courthouse. Dropsites need only to be open if the jurisdiction is within the electoral district for the election.

Designate placement of ballot drop box within a dropsite building

The following must be considered in placement of the ballot drop box within the dropsite building:

- Security,
- Voter convenience,
- Access for the physically disabled,
- Parking,
- and
- Public perception that dropsite is official and secure.

Ensure proper security measures are taken at all dropsites

- 🔍 See Dropsite security on page 10.

30 days before
election

File dropsite plan

✓ OAR 165-007-0310

A dropsite plan must include the number and locations of all dropsites and be:

- Filed with the Secretary of State Elections Division 30 days prior to Election Day.
- Updated and filed with the Secretary of State Elections Division if there is any change in the location of any dropsite after the original plan is filed.

- 🔍 See Appendix 7, Dropsite Security Plan Form.

Official Dropsites, Voting Booths and Voting Assistance (cont.)

Before election

Notify the public of official ballot dropsites

- 1 Publicize dropsite locations and hours of accessibility for each site.
 - Counties may consider posting on the county website their dropsite locations.
- 2 Ensure the Secretary of State Elections Division has been notified as to the active dropsites for each election.
- 3 Ensure dropsites are designated with official signage.
 - **Only signs worded as follows should be posted at each dropsite:**
 - ✓ Official Ballot Drop Here
 - ✓ Official Ballot Depository
 - or
 - ✓ Official Ballot Dropsite
 - ⓘ It is recommended that traditional Vote Here signs not be used to designate dropsites.
 - ⚠ Only personnel authorized by the county elections official may collect voted ballots from any ballot dropsite.

Official Dropsites, Voting Booths and Voting Assistance (cont.)

Before election

Designate personnel to transport ballots

- 1 Designate personnel authorized to pick up ballots from dropsites.
 - Only authorized personnel may transport the ballots to the elections office.
 - If more than one person is used, it is recommended that they are not members of the same political party.
- 2 On Election Day, ensure authorized personnel are available at dropsites to determine that everyone in line at 8 pm is allowed to deposit their ballot.
- 3 Consider transporting ballots by law enforcement personnel or deputized personnel.

Instruct personnel

Review procedures with dropsite personnel to:

- Ensure security of ballots at all times
- Only accept ballots once a secure ballot drop box has been delivered to the dropsite
- Ensure overnight security of ballots and follow the established procedures

When ballots
are issued thru
Election Day

Establish voting booths

✓ ORS 254.472

For each election every location where ballots are issued:

- Establish at least three suitable compartments, shelves or tables at which electors may mark their ballots.
 - ✓ The arrangement of the compartments, shelves or tables ensures that the elector may conveniently mark their ballot with **absolute secrecy**.
 - ✓ The compartments, shelves or tables must be available the entire time that ballots are issued.
- ✓ There should be at least one compartment to serve voters with accessibility needs.

Before election

For primary and general elections

✓ ORS 254.474

The county elections official is required to maintain additional voting booths as follows:

- 1 In counties with more than 35,000 active electors, at least one voting booth must be established for each 20,000 electors.
- 2 All other counties must provide at least one voting booth.
- 3 The county elections official determines voting booth locations.
- 4 Each location with a voting booth must also be a designated dropsite.

V Ballot Security During Transport

- During transfer from printing vendor, ballots must remain in boxes that are sealed. If applicable, upon arrival to insertion vendor, vendor verifies receiving ballots to be inserted.
- After insertion of ballots, ballots are again stored. These are locked in a secure room until mailing.
- For counties using a vendor for inserting ballots, ballots are picked up from insertion vendor site by the county or by Postal Service. At that time, the Post Office takes custody of the ballots.
- Unused ballots from insertion site are brought back to the County Elections Office by authorized personnel.
- Between Post Office and/or Vendor Presort and Elections (for ballots mailed from Elections Division), ensure that all ballot envelopes are sealed or that authorized personnel accompany the ballots to the Post Office or Vendor Presort.
- For counties using separate locations for ballot verification and ballot processing, ensure all ballot envelopes are sealed and that authorized personnel accompany the ballots between buildings.
- **Between Dropsite and Elections:**
 - ✓ Authorized personnel shall package all voted ballots received in transport carrier boxes provided by the county election office. The boxes shall be securely sealed with seals provided by county elections.
 - ✓ Transport between sites shall be provided by two authorized personnel or an enforcement or deputized personnel. Transporters shall not stop, park or leave the ballots unguarded while in route to processing, in order to maintain security. If using two elections staff, it is recommended they not be members of the same political party.

VI Ballot Security at Dropsites

- Secure ballot boxes shall be within sight of an authorized person throughout the hours that the site is open to the public or secured in such a manner as to prevent tampering (e.g. mailbox type installed drop slots that are permanent.). The box shall be removed from public view at end of each site workday, and locked at a secure location assuring the security of the ballots.
- When the box is full or at specified times during the election time frame, the ballots that have been turned in shall be removed from the secure ballot box, placed in a secure transport carrier box and forwarded to the county elections office via two authorized personnel or by a law enforcement or a deputized personnel. The authorized personnel shall have written authorization signed by the election official and show it to the Dropsite personnel for verification prior to turning over the ballots.
- Each site shall have a joint security agreement signed by the Dropsite Manager and the election official.
- Dropsite Security forms must be completed and filed with the Secretary of State.

VII Security of Voted Ballots Awaiting Verification

- Voted ballots are retrieved from the Post Office on a daily basis or as often as required. Ballots are also removed from official ballot reception boxes as necessary. All problems, such as the ballots with no signatures, are separated and investigated at this time.
- While ballots are being processed, access to this space shall be limited to authorized personnel only.
- 🔍 See Appendix 1, Observers Rules, of Vote by Mail Manual.

VIII Security of Voted Ballots Verified and Awaiting Inspection

- After signature verification, the acceptable voted ballots shall be sorted by precinct (if required by vote tally system), counted and kept in a secured manner and location. All ballots other than accepted voted ballots should be stored in a secure area.

IX Security of Voted Ballots Opened and Inspected

- Ballots that have been inspected and are awaiting vote tally are kept in sight of authorized personnel and/or law enforcement or deputized personnel at all times. If ballots cannot be counted by the end of the day, county election officials shall secure ballots until the tally of ballots begins.

PUBLIC HEARING

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: September 8, 2020 **DEPARTMENT:** Planning **NAME:** Keith Cleveland

SUBJECT: Request for a Comprehensive Plan and Zone Change hearing to convert the zoning of a parcel from Exclusive Farm Use (EFU) – Non High Value Farmland to Forest (F-1).

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

COUNTY ORD.: HRCZO Article 72

BACKGROUND/SUMMARY OF SUBJECT:

On November 27, 2019, Trent Weseman, Trout Creek Land Management, LLC, made application for a Comprehensive Plan and Zone Change to convert the zoning of his ~46-acre parcel from Exclusive Farm Use (EFU) – Non High Value Farmland to Forest (F-1).

Staff supported the application in a report sent to the Planning Commission on August 5, 2020. On August 12, 2020, the Planning Commission voted unanimously to recommend approval of the application.

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 of Commissioners approve the application recommended to them by the Planning Commission.

ADMINISTRATION RECOMMENDATION:

Conduct the public hearing and determine the best action for the County.

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

COPIES TO: County Planning

**QUASI JUDICIAL HEARING
DE NOVO
September 21, 2020**

This is the time set for hearing in the Matter of: An application submitted by Trent Weseman for a Comprehensive Plan and Zone Change to convert the zoning of his ~46-acre parcel from Exclusive Farm Use (EFU) – Non High Value Farmland to Forest (F-1).

I'll open the hearing at this time.

Because it is necessary to record all input of the hearing, persons desiring to be heard shall step forward to the front table and state one's name and address prior to making presentations.

All persons at the hearing have a right to be heard provided that:

- a. No person has the right to be disorderly, abusive or disruptive to the orderly transaction of the hearing.
- b. No person has the right to present irrelevant, immaterial, or incompetent testimony.
- c. No person may speak in excess of ten minutes unless permission has been requested and received by the Chair.

It is necessary to determine the qualifications of the Board to act as decision makers in this matter. Does anyone have any reason for abstention or a need to disclose any personal bias, ex parte or pre-hearing contacts of a significant nature, or any personal interest?

Is there anyone in the audience who wishes to challenge the qualifications of any member of the Board?

Pursuant to ORS 197.763 the following points are required to be read into the record:

1. The applicable criteria being addressed at this hearing are listed in both the staff report and the adjacent property owner notification letter or as otherwise stated during the hearing.
2. Testimony and evidence must be directed towards the identified criteria or other criteria in the plan or land use regulation which the person believes to apply to this decision.
3. Failure to raise an issue with sufficient specificity to afford the Board of County Commissioners and the parties an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals, LUBA, based on that issue.
4. Pursuant to provisions in Section 60.06 of the County Planning Zoning Ordinance, failure of the property owner to receive notification shall not invalidate the proceedings because a good faith effort was made to notify persons entitled to notice based on records in the Department of Records and Assessment, which were utilized.

The order of the hearing is as follows:

1. First we will have the staff report;
2. Then, we will hear from the applicant, who has the burden of proof to show that the applicable criteria have been satisfactorily met;
3. Then, proponents, those in support of the application;

4. Then, opponents, those opposed to the application;
5. Then, rebuttals based on evidence on record;
6. Then, interested public agencies; and
7. Finally, questions by the decision-makers.

At that point, the hearing will be closed and no further testimony or argument allowed. The Board will then deliberate and either make a decision or continue the hearing to a date certain and finalize the decision at that time.

Are there any questions concerning the procedure or rules that I have covered? If not, then we will hear from Staff.

Board of County Commissioners Hearing

Comprehensive Plan and Zone Change

September 21, 2020

(**File #19-0279**: Trent Weseman, Trout Creek Land Management, LLC)

Contents:

- Planning Commission Recommendation, Dated August 17, 2020
- Staff Report, Dated August 5, 2020

Before the County Planning Commission
for Hood River County

**In the Matter of an Application from Trent Weseman, Trout
Creek Land Management, LLC, for a Comprehensive Plan and
Zone Change. [File #19-0279]**)
) **RECOMMENDATION**
)

A public hearing was held before the Hood River County Planning Commission on August 12, 2020 at 5:30 p.m. in the County Board of Commissioners' Conference Room (1st floor), 601 State Street, Hood River, Oregon, to consider an application filed by Trent Weseman, Trout Creek Land Management, LLC, for a Comprehensive Plan and Zone Change to convert the designation of his property located at 1N 9E (25) Tax Lot 5201 from Farm to Forest and to change its zoning from Exclusive Farm Use (EFU) – Non High Value Farmland to Forest (F-1).

Due notice was given of the public hearing before the Planning Commission. A quorum was present. The qualifications of the members of the Planning Commission were determined and all five commissioners present participated in the hearing. The Chair of the Planning Commission, who presided at the hearing, then described the rules and procedure of the hearing.

The Planning Commission was first provided a staff summary and then received testimony from the applicant's attorney and then from the applicant during the time reserved for questions from the Planning Commission. No other party testified.

Based upon the record before it, the staff report, and testimony received, and being fully advised in the premises, the Planning Commission unanimously accepted the Findings of Fact, Conclusions of Law, and Recommendation provided as part of the staff report, dated August 5, 2020, which is attached hereto as Exhibit A and incorporated herein by this reference.

Based upon the accepted Findings of Fact and Conclusions of Law, it is **HEREBY RECOMMENDED** to the Hood River County Board of Commissioners that the above-mentioned Comprehensive Plan and Zone Change application of Trent Weseman, Trout Creek Land Management, LLC, be approved.

DATED THIS 17th DAY OF August, 2020.

HOOD RIVER COUNTY PLANNING COMMISSION



Erick von Lubken, Chair

Approved as to Form:



Spencer Parsons, County Counsel

Exhibit A

Staff Report Dated August 5, 2020



Hood River County Community Development
Planning, Building Codes, Code Compliance, Economic Development & GIS
601 State Street, Hood River, OR 97031

ERIC WALKER, DIRECTOR
(541) 387-6840 • plan.dept@co.hood-river.or.us

August 5, 2020

FILE COPY

To: Hood River County Planning Commission

From: Keith Cleveland, Pr. Planner

CC: Trent Weseman, Trout Creek Land Management, LLC, Applicant/Owner (*US Mail*)
Gil Sharp, Applicant's Attorney (*US Mail*)

Cheryl Moore, Middle Fork Irrigation District (*via email*)
Kristin Dodd, Oregon Department of Forestry (*via email*)
Chris Harrell, County Public Works Department (*via email*)

Attachments: "A" – Submitted Application and Associated Material
"B" – Written Comments Received in Response to the Notice of the Application
"C" – Miscellaneous Information

RE: Comprehensive Plan and Zone Change #19-0279; 1N 9E (25), Tax Lot 5201

I. Background:

- A. **Request:** Trent Weseman, Trout Creek Land Management, LLC, has made application for a Comprehensive Plan and Zone Change to convert the zoning of his ~42 acre parcel from Exclusive Farm Use (EFU) – Non High Value Farmland to Forest (F-1).
- B. **Location:** The subject parcel is located south and west of Berry Drive, approximately 0.5 mile from its intersection with Trout Creek Ridge Road; 1N ~~10E~~^{9E} (25) Tax Lot 5201. (See *Vicinity Map*, pg. C-1, Attachment "C").
- C. **Zoning:** The parcel is zoned Exclusive Farm Use (EFU) – Non-High Value Farmland, Floodplain (FP), and Stream Protection Overlay (SPO).
- D. **Legal Parcel:** The subject parcel was lawfully established by deed prior to the effective date of the County Subdivision Ordinance on January 1, 1976. The property boundary was later modified by a property line adjustment in 2017 (Planning File #16-0178).
- E. **Soils:** According to information obtained from the USDA Web Soil Survey¹ (*hereinafter referred to as the "Soil Survey"*), the following approximate soil percentages are represented on the subject parcel:

¹ <https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>

- 44% #31F – Xerumbrepts, very steep; 40% to 70% slopes; agricultural capability Class VII; forest cubic foot site class rating of 120 – Douglas Fir.
- 30% #30A – Xerofluvents, nearly level; 0 to 3% slopes; agricultural capability Class VII; no cubic foot site class rating available.
- 26% #17B – Parkdale loam; 0 to 8% slopes; agricultural capability Class II; forest cubic foot site class rating of 130 – Douglas Fir.

F. Onsite Land Use: According to County records the subject parcel is currently assessed for forest use and is vacant.

G. Prior Land Use Actions:

- Non-Ministerial Property Line Adjustment, PLA #16-0178

H. Summary of Comments: As of writing this report, comments were received from following parties, which are included as Attachment “B.”

- Cheryl Moore, Middle Fork Irrigation District
- Kristin Dodd, Oregon Department of Forestry
- Chris Harrell, County Public Works Department
- Anonymous Comments

II. Findings of Fact and Conclusions of Law: (Review criteria are noted in *italics*.)

1. *Hood River County’s Policy Document: Approval of a Comprehensive Plan and Zone Change requires consideration of the goals and policies, which are based on the Statewide Planning Goals, affecting land use in Hood River County. The following information addresses these adopted public policies:*

A. Goal 1 – Citizen Involvement:

Hood River County’s acknowledged application process, which requires public hearings and notice to surrounding property owners and affected agencies, is consistent with Goal 1. Specifically, Department of Land Conservation and Development (DLCD) was notified of the proposed amendment per ORS 197.610; affected state and local government agencies and property owners with 750 feet of the subject parcel were notified per Article 60 of the Hood River County Zoning Ordinance; and notice of the hearing before the Planning Commission was published in the Hood River News on June 10, 2020. In addition, prior to a final local land use decision being made, a public hearing before the Hood River County Board of Commissioners will be held. By complying with the County’s acknowledged application review process, Goal 1 is being met.

B. Goal 2 – Land Use Planning:

The County’s Comprehensive Plan is acknowledged in compliance with Statewide Planning Goal 2. Goal 2 requires local governments to establish a land use planning process and policy framework as a basis for all land use decisions. The procedures adopted by the Board of Commissioners in the acknowledged Hood River County Comprehensive Plan and Zoning

Ordinance are being followed in review of this application. The application, required notices, findings, and quasi-judicial public hearings all combine to meet the requirements of Goal 2.

C. Goal 3 – Agricultural Lands:

Goal 3 requires that agricultural lands be “preserved and maintained for agricultural use.” [Policy 1] Staff finds that approving this application will not conflict with this policy since farm use remains an allowable use in the Forest (F-1) zone. As explained below, although a portion the parcel contains soils that are suitable for farm use, the majority of the property is not suitable farmland and should be considered forest land.

Agricultural lands are defined under Goal 3 [Strategy 3] as “land of predominately Class I-IV soils as identified in the Soil Survey of Hood River County.” According to the Soil Survey (details noted above in section I.E) approximately 26% percent of the parcel is composed of Class II soils, which, as noted, qualify as agricultural lands. The remaining ~74 percent of the parcel is composed of Class VII soils, which are considered non-agricultural (see *USDA Soil Map*, pg. C-5, Attachment “C”). Based on this information, staff finds that the majority of the parcel does not meet the soil criteria for “agricultural lands.”

Land used for forest purposes is compatible with Goal 3 [Policy 2] which states that “Forest land and open space are consistent with agricultural land uses.” Therefore, changing the zoning of the property from EFU to F-1 will not conflict with adjacent farm zoned land nearby.

Approximately half (~20 acres) of the property is too steep to practically farm with slopes of 40% to 70%². It is also important to note that, according to the Middle Fork Irrigation District, no water rights are available for the subject parcel, making it prohibitive to practically support the growing of crops or the grazing of cattle.

As of writing this report, no comments of concern were raised by any owners of adjacent farm zoned land indicating that the proposed zone change would adversely impact them from continuing to use their property for farm use³.

Based on the above information, staff finds that the applicant’s request for a Comprehensive Plan and Zone Change from EFU (*Non-High Value Farmland*) to F-1 is consistent with the requirements of Goal 3.

D. Goal 4 – Forest Lands

Goal 4 [Policy 1] requires that forest land be conserved for forest use. Although the subject parcel is currently zoned as farmland, there is no current or historic farm use on the property. The parcel is primarily forested and is designated by the County Assessor’s Office as forest land. According to the applicant, he has continued to manage the property, purchased by him in 2018 from Weyerhaeuser, as commercial forest. In 2018 a thinning operation was conducted on approximately 20 acres of the property with merchantable timber delivered to local mills.

² According to the County WebMap

³ An anonymous letter was submitted to Planning signed as “Concerned Valley Farmers”; however, because there was no name or address on the letter or envelope, staff has no way of knowing who submitted the comments, where their property is in relation to the subject parcel, or if their property is currently being farmed. These comments have been included in Attachment “B.”

Forest lands are defined under Goal 4 [*Policy 3*] as “lands composed of existing and potential forest lands suitable for commercial forest uses; lands needed for air, soil, and watershed protection, wildlife and fisheries habitat and recreation;...lands which provide buffers, or are necessary to allow other lands to be used for forestry.” As previously stated, the subject parcel has historically been in forest use, and the soils, while predominantly Class VII which are considered non-agricultural land, will generally support the production of timber⁴ (as per available Soil Survey data). The Middle Fork of the Hood River is the western boundary of the subject parcel and qualifies the parcel as “needed for...wildlife and fisheries habitat and recreation.”

As noted above, and in Goal 4 [*Policy 4*], the purpose of the F-1 zone is to provide a buffer between Primary Forest (F-2) and other uses. Lands directly south of the subject parcel exhibit this pattern; there is approximately 1.5 miles of F-1 zoned land serving as a buffer between the F-2 lands to the west and the EFU zoned lands in farm and residential uses to the east (see *Extended Area Current Zoning Map*, pg. C-4, Attachment “C”). Approval of this request would extend that buffer by ~3,000 feet.

Goal 4 [*Policy 1*] requires that forest land be conserved for forest use. Staff finds that approving this application will not conflict with this policy since the growing and harvesting of timber is the primary use on the subject property.

As of writing this report, no comments of concern were raised by any owners of adjacent forest or farm zoned land indicating that the proposed zone change would adversely impact them from continuing to use their property for forest or farm use.

In response to the notice of this application, **Kristin Dodd, Unit Forester, ODF**, provided comments in favor of the proposed zone change to F-1:

“ODF does not have any issues or concerns with what is proposed. Based on the site and land use, the F-1 zoning makes sense [*emphasis added*]. ODF currently has the parcel classified as Timber under our Forestland Classification for wildland fire protection.”

Although the subject parcel is currently zoned as farmland, and therefore qualified to be designated as such, its characteristics most closely fit the F-1 zone as it is described in the County Plan. In accordance with OAR 660-033-030(4), no exception is required when land meets the definition requirements of both agricultural and forest land as long as factors used to select an appropriate designation are identified.

Based on the above information, the applicant’s request is found to be consistent with Goal 4 policies concerning the preservation of forestland.

E. Goal 5 – Open Space, Scenic & Historic Resources, and Natural Resources

The only known Goal 5 resource on or near the subject property is the Middle Fork of the Hood River, which flows in a south to north direction along the western border of the property.

The act of changing the zoning of the property from EFU to F-1 will have no direct effect on Goal 5 resources. Agencies including the Oregon Department of Fish and Wildlife and the Oregon Department of Forestry were sent notice of this application and did not provide any

⁴ A portion of the parcel contains Xerofluents, which have no commercial timber production rating.

comments of concern. In fact, as noted above, ODF provided comments in support of the proposed zone change. Based on the above information, the applicant's request is found to be consistent with Goal 5 policies.

F. Goal 6 – Air, Water, and Land Resource Quality

Goal 6 seeks to maintain and improve the quality of the air, water, and land resources of the state. This Goal is administered locally through adopted Comprehensive Plan goals, policies, strategies, and land use/development standards. Because both the EFU and F-1 zones allow for farm and forest uses, the proposed comprehensive plan and zone change request will not have a direct affect on air, water, and land resources.

G. Goal 7 – Areas Subject to Natural Disasters and Hazards

The subject parcel is zoned Floodplain (FP); however, the area included in the 100-year floodplain is limited to the land generally adjacent to the river. While there is a potential for flooding within this area, the proposed comprehensive plan and zone change will have no direct affect on this natural hazard.

H. Goal 8 – Recreational Needs

The site is not identified as existing or potential recreational land or open space, and development of the property will have no affect on any existing or planned recreational sites on adjacent land. As a result, there are no Goal 8 resources to be considered as part of this request.

I. Goal 9 – Economic Development

Goal 9 seeks to provide opportunities throughout the State for a variety of economic enhancement activities. This is accomplished through the development of inventories, planning for an adequate supply of suitable commercial and industrial development sites, and other preparatory measures to proactively foster economic development.

Goal 9 [*Goal 1*] requires that the County “maintain and provide for a stable and healthy agricultural and forest product-based economy. Heavy industry shall be discouraged. Tourist, commercial, or light or medium industrial growth shall only be encouraged to the extent that it does not significantly alter the rural character, or the existing agriculture and forestry base of the economy in those areas designated as resource land.”

As previously stated, the applicant currently uses the property for forest production and no commercial or industrial uses are being proposed at this time.

Based on the above information, the applicant's request is found to be consistent with Goal 9 policies.

J. Goal 10 – Housing

The request does not involve residential zoned property and, therefore, no Goal 10 resources will be impacted.

K. Goal 11 – Public Facilities and Services

No residential, commercial, or industrial uses are being requested by the applicant; therefore, no Goal 11 resources will be impacted.

L. Goal 12 – Transportation

Goal 12 implements the County Transportation System Plan, the Oregon Transportation Planning Rule, and other local, state, and federal transportation facility plans. Converting the zoning of property from one resource protection zone to another will have no appreciable effect on existing or proposed transportation facilities given the rural level of development allowed in these zones; therefore, no Goal 12 resources will be impacted.

M. Goal 13 – Energy Conservation

Converting the zoning of existing land from EFU to F-1 will not have a direct or appreciable effect on energy conservation measures identified under Goal 13.

N. Goal 14 – Urbanization

Goal 14 specifically applies to issues dealing with the transition from rural to urban land use and promoting appropriate development within designated urban areas. The subject parcel is not within an urban area and, therefore, converting the designation of land from farm to forest use will not impact Goal 14 policies.

2. Hood River County Zoning Ordinance – Article 60 (Administrative Procedures): A Comprehensive Plan Amendment and Zoning Change are subject to the provision of Article 60 of the County Zoning Ordinance, including Section 60.10 – Burden of Proof.

A Section 60.10 – The Burden of Proof: The burden of proof is placed on the applicant seeking an action pursuant to the provisions of this ordinance. Unless otherwise provided for in this article, such burden shall be to approve the following:

(a) Granting the request is in the public interest; the greater departure from present land use patterns, the greater the burden of the applicant.

The public's interest is manifested in the Comprehensive Plan. It is in the public's interest to approve zone changes that meet the goals, policies, strategies, and standards of the Comprehensive Plan. As indicated under Goals 3 and 4 of the County Policy Document, forest and farm uses are compatible. While currently zoned EFU, the subject property is both currently being used, and has historically been used, for timber production.

Given the location, historical and current use, lack of water rights, and soil makeup of the property, staff finds that approving the applicant's plan and zone change request will not depart from the present land use pattern area.

(b) The proposed action is in compliance with the Comprehensive Plan.

As determined earlier in this report, the proposal is in compliance with applicable Comprehensive Plan provisions.

(c) *The factors set forth in applicable Oregon Law were consciously considered. Also, consideration will be given to the following factors:*

(i) *The characteristics of the various areas of the County.*

The proposal to change the zoning of the subject parcel from EFU to F-1 is consistent with the existing land use pattern of the area, which includes a mixture of farm, forest, and some rural residential uses. Given the parcel's current and historical use as forestland, its soil makeup, and its location adjacent to other designated forestland to the west and south, staff finds that approving this application will not result in changing the character of the area, but will simply designate the property more appropriately and better reflect its current and historical use.

(ii) *The suitability of the subject area for the type of development in question.*

As previously stated, no development is being requested on the parcel by the applicant, only a change in zoning from EFU to F-1 to reflect its current and historical use. If the zone change is approved, any future applications for development will be reviewed by the standards of the F-1 zone at that time.

(iii) *Trends in land development.*

No development is being requested by the applicant.

(iv) *Density of development.*

Approving the proposed zone change will not, by itself, affect the density of development since it is merely changing the current designation of the property.

(v) *Property values.*

There is no evidence to show that the proposed zone change would have any impact on the values of adjacent property.

Furthermore, as part of this application, adjacent property owners were provided notification of the request. As of writing this report no adjacent landowners have submitted comments or concerns regarding the proposal, including concerns that changing the zoning of the property from EFU to F-1 would impact value of their property⁵.

(vi) *The needs of economic enterprises in the future development of the County.*

Because farm and forest uses are allowed in both EFU and F-1 zones, changing the zoning of the property from EFU to F-1 will have no direct impact on the economy of the County.

⁵ An anonymous letter was submitted to Planning signed as "Concerned Valley Farmers"; however, because there was no name or address on the letter or envelope, staff has no way of knowing who submitted the comments, where their property is in relation to the subject parcel, or if their property is currently being farmed. These comments have been included in Attachment "B."

(vii) *Access.*

The subject parcel has direct access to Berry Drive. As explained earlier, the proposed request will not adversely impact the safe and convenient use of nearby transportation facilities.

(viii) *Natural resources.*

As explained above, the Middle Fork of the Hood River flows along the west property boundary. No direct impact to this natural feature will occur as a result of the proposed zone change.

(ix) *Public need for healthful, safe, and aesthetic surroundings.*

No direct impacts are expected as a result of the proposed zone change.

(d) *Proof of change in a neighborhood or community or mistake in the planning or zoning for the property under consideration are additional relevant factors to consider.*

The subject parcel has historically been used for forest purposes. As previously stated, the subject parcel meets the qualifications of forest land. As a result, staff finds that converting the zoning of the property to F-1 is appropriate and will be consistent with the existing land use pattern of the area, which includes both farm and forest uses. As a result, staff recommends that the proposed zone change be approved.

3. Statewide Planning Goals:

The Land Conservation and Development Commission (LCDC) acknowledged the County's Comprehensive Plan in 1984 and, by doing so, accepted it in compliance with applicable Statewide Planning Goals. The County's Policy Document, which is an integral part of the Comprehensive Plan, embodies the Statewide Planning Goal as it apply in Hood River County. As a result, consideration of the Statewide Planning Goals was addressed under Subsection II(1)(A-N) above.

4. Oregon Administrative Rules/Oregon Revised Statutes:

A. *OAR 660-006-0015(1) states that "lands inventoried as forest lands must be designated in the comprehensive plan and implemented with a zone which conserves forest lands consistent with OAR chapter 660, division 6, unless an exception to Goal 4 is taken pursuant to ORS 197.732, the forest lands are marginal lands pursuant to ORS 197.247 (1991 Edition), the land is zoned with an Exclusive Farm Use Zone pursuant to ORS Chapter 215 provided the zone qualifies for special assessment under ORS 308.370, or is an "abandoned mill site" zoned for industrial use as provided for by Or Laws 2003, Ch 688, Section 3."*

Approval of this application will result in the subject parcel being designated as forest land; no exception is required.

B. *OAR 660-006-0015(2) states that "when lands satisfy the definition requirements of both agricultural land and forest land, an exception is not required to show why one resource designation is chosen over another. The plan need only document the factors that were used to select an agricultural, forest, agricultural/forest, or other appropriate designation."*

As provided in the above OAR provisions, the conversion of land from farm to forest use does not require taking a Goal 2 exception to Goal 3 (*Farmland*). As noted previously, the characteristics and use of the subject parcel are consistent with the forest zone designation, therefore, approving this application is appropriate. The main factors relied upon in coming to this conclusion include the location, historical and current use, lack of water rights, and soil makeup of the property.

5. Response to Written Comments Received:

Section 72.30(B)(3) of the County Zoning Ordinance requires consideration of appropriate comments received as part of an administrative application. As of writing this report, four written comments, included as Attachment “B” were received regarding the proposed application:

- **Cheryl Moore, Middle Fork Irrigation District**, commented; “*Middle Fork Irrigation District has no issues with this.*”
- **Kristin Dodd, Oregon Department of Forestry**: (*See section II.1.D above*)
- **Chris Harrell, County Public Works Department**: “*no comments*”
- **Anonymous Comments**: (*See Footnote #3 on page 3*)

III. Recommendation: Based upon the above Findings of Fact and Conclusions of Law, it is recommended that the request by Trent Weseman, Trout Creek Land Management, for a Comprehensive Plan and Zone Change to convert the designation of the subject parcel from Farm to Forest and to change its zoning from EFU (*Non-High Value Farmland*) to F-1 be approved.

Attachment A

Submitted Application and Associated Material

ADMINISTRATIVE LAND USE APPLICATION



HOOD RIVER COUNTY COMMUNITY DEVELOPMENT

601 State Street
Hood River, OR 97031
JOHN ROBERTS, DIRECTOR
PHONE 541-387-6840
FAX 541-387-6873
plan.dept@co.hood-river.or.us

PLANNING	
File No.:	415-19-000279-PLNG
Date received:	11-27-19
Date issued:	
Application Review Fee \$	4120.00

TYPE OF LAND USE PERMIT:

Dwellings:

- Farm Operator Dwelling
Income Acreage
- Relative Farm Dwelling
- Accessory Farm Dwelling
- Farm Lot of Record
- Forest Template Dwelling
- Forest Large Tract Dwelling
- Forest Lot of Record

Conditional Use:

- Non- Farm Dwelling
- Dependent Relative Dwelling
- Home Occupation
- Bed and Breakfast

Other:

- Variance
- Subdivision

- Plan and Zone Change CPA/ZC
- Planned Unit Development
- Zone Boundary Adjustment
- Comprehensive Plan Amendment

SITE INFORMATION:

Township: 1N	Range: 9E	Section:	Tax Lot 5201	Parcel size: 41 ac.	Zoning: EFU
Site Address:				City: Parkdale	

Description of Proposed Development or Use: Change plan and zone from Exclusive Farm Use (EFU) to Forest Zone (F-1).

APPLICATION CHECKLIST:

Unless otherwise noted, the following information is required as part of a complete application:

- | | |
|---|--|
| Completed application form | Project description |
| Applicant's & ALL property owners' signatures | Applicable criteria form / questionnaire |
| Site Plan - per attached example | Supporting documents (farm income, etc.) |
| Filing fee | |

Only applications with the required information can be processed. Obtain a copy of the criteria and the questionnaire for your application type. The pertinent Hood River County Zoning Ordinance sections may be obtained from Hood River County Community Development or on-line through the county website at www.co.hood-river.or.us
Pursuant to Oregon Revised Statutes Chapter 215, Section 427, this department has 30 days to review the application for completeness and notify the applicant of any deficiencies.

SIGNATURES: All Owners must sign (Corporate or LLC owned parcels require authorized signatures)

Owner Name: Trout Creek Land Management LLC	Owner Name: _____
Signature req'd	Signature req'd _____
Mailing Address: 5974 Berry Road	Mailing Address: _____
City: Parkdale State: OR Zip: 97041	City: _____ State: _____ Zip: _____
Phone: 541-806-6081 E-mail: _____	Phone: _____ E-mail: _____
Applicant if other than owner: _____	By signing, I acknowledge that the information provided in this application is accurate to the best of my knowledge. Signature of the property owner(s) indicates that the property owners(s) is/are aware that an application is being made on the subject property. Signature of the property owner(s) also authorizes the County planning staff reasonable access to the site in order to evaluate the application.
Signature req'd _____	
Mailing Address: _____	
City: _____ State: _____ Zip: _____	
Phone: _____ E-mail: _____	

APPLICATION NARRATIVE

Trout Creek Land Management Company, LLC, is applying to change the plan and zone designation for a 41 acre triangular shaped parcel on Trout Creek Ridge from Exclusive Farm Use (EFU) to Forest Zone (F-1). The parcel is located on the Middle Fork Hood River at the western end of Berry Drive. Berry Drive is the northern boundary of the parcel. The Middle Fork Hood River is the western boundary of the parcel. Its eastern boundary is bordered by several 5 and 10 acre parcels fronting on Sperry Drive. All but one of these adjoining parcels have residential dwellings and it would be most accurate to describe the properties to the east and north as rural residential in usage even though zoned EFU on the zoning map.

The subject parcel is undeveloped and is not currently nor has it been in farm use. It is primarily forested as is the parcel to the north. See Aerial Photo from Hood River Webmap (Exhibit 1). Irrigation water is not available to the property See Email from Irrigation District (Exhibit 2) and it has no water rights. Any well to be situated on the property would be required to be located at least 1320 feet from the river. None of the property is outside of this distance from the river. The majority of the property is too steep to farm with the steep slope dropping westward from all but the northeast 5 acres of the parcel. See Site Plan (Exhibit 3).

The property is within the Parkdale Rural Fire Protection District. No public sewer is available and no septic systems are located on the property. Soil classifications include 17C - Parkdale Loam 8-12% slopes (Class III); 17B - Parkdale Loam 0-8% slopes (Class II); 30A - Xerofluvents (Class VII); and 31F - Xerumbrepts, very steep (Class VII). It is difficult to assign exact percentages from the SCS Soil Survey Map but from the applicant's experience on the property only the northeast corner of the parcel would be suitable for farming. Applicant believes that the majority of the soils on the property fall in the Class VII classifications.

The applicant acquired the property from the Weyerhaeuser Company in 2018. The property had been managed as forest land by Weyerhaeuser in conjunction with larger holdings lying to the west of Middle Fork Hood River. Applicant has continued to manage the property as commercial forest. In 2018 a thinning operation was conducted on approximately 20 acres of the property with logs delivered to local mills. However, for Weyerhaeuser, it was not feasible to manage this small parcel lying alone on the east side of the river. To the south and on the west side of the Middle Fork Hood River is land zoned Forest Zone F-1. Directly west and across the river the land is zoned F-2. See Zoning Map (Exhibit 4).

///

Burden of Proof Criteria

A. Granting the request is in the public's interest; the greater the departure from present land use patterns, the greater burden on the applicant.

The change requested would not change present land use patterns. Zoning the subject property to F-1 would be consistent with the present area land use pattern, because it would make the property's zoning consistent with other similarly situated and zoned properties to the south and west. Moreover, this parcel has been managed for years in conjunction with a commercial forest operation; albeit on a lesser scale given its disconnection with the commercially managed land that is across the river. The parcel would remain in a resource zone.

B. The public's interest is best carried out by granting the petition for the proposed action, and that interest is best served by granting the petition at this time.

Again, the change requested would bring the zoning in line with the historical management of this parcel as a secondary forest parcel not really suitable for agricultural use.

C. The proposed action is in compliance with the Comprehensive Plan.

Hood River County Zoning Ordinance, Goal 4, states that forest lands are to be conserved for forest management consistent with sound management of soil, air, water and fish and wildlife habitat, as well as to provide for recreation and agriculture. The most beneficial use for the majority of this parcel is as a riparian buffer along the Middle Fork Hood River to promote soil, air, water and fish and wildlife habitat along the river corridor. This is consistent with Policy B(3) and (4) in the ordinance. The F-1 zone would serve as a buffer between the EFU land to the east and the more intensively managed F-2 forest lands to the west.

In the Hood River County Comprehensive Plan text, lands designated Forest (F-1) include ". . . (5) areas considered to be 'transitional' or buffers between farm and rural residential areas in the Valley and commercial timber lands at higher elevations; . . . (8) in general, these areas are not owned by major commercial timber operators who are in the exclusive business of growing commercial timber; however, they might be considered adequate for small woodlot operations." This parcel fits these criteria. Because it is not a parcel suitable for farming due to the lack of irrigation water and steepness, applying the F-1 zone to the subject property better complies with the County's Plan than does its current EFU designation.

Access to public roads is available via Berry Drive.

The change would leave the parcel in a resource zone, one more suited for its characteristics. Hood River County Zoning Ordinance, Goal 3, provides that forest land and open space are consistent with agricultural land uses. No orchard land is impacted nor does the

change result in the conversion of any land in existing agricultural uses to other or conflicting uses. No High Value Farmland is involved in this proposal.

While technically, the parcel could meet either Goal 3 or Goal 4 requirements, applying the designation characteristics in the County's plan, it best fits under the Forest (F-1) designation. No exception is required when land may meet the definition requirements of both agricultural and forest land as long as factors used to select an appropriate designation are identified. OAR 660-033-030. The two resource designations are relatively interchangeable for land use purposes.

D. The factors set forth in applicable Oregon Law were consciously considered. Also, consideration will be given to the following factors:

1. The characteristics of the various areas of the County.

This area of the county has commercial forest land management, some agricultural use, primarily hay or small market crops, and rural residential development. The Berry Road/Sperry Road area contains numerous relatively small parcels in rural residential uses.

2. The suitability of the subject area for the type of development in question.

No development is proposed.

3. Trends in land development.

No development is proposed. To the extent there is a trend in this area it is toward rural residential use.

4. Density of Development.

No development is proposed. The parcel will remain in a resource zone.

5. Property Values.

This application should have no affect on property values.

6. The needs of economic enterprises in the future development of the County.

No development is proposed.

///

7. Access.

There is access to this property from Berry Drive. It is not located such that it provides access to other parcels.

8. Natural resources.

An F-1 forest zone along the river corridor promotes the riparian resources of the river better than either an EFU or F-2 designation. Resources on the subject parcel will not be adversely affected by the proposed change.

9. Public need for healthful, safe and aesthetic surroundings and conditions.

No changes in the current condition of the property are proposed.

E. Proof of change in a neighborhood or community or mistake in the planning or zoning for the property under consideration are additional relevant factors to consider.

No mistakes in planning or zoning are claimed. No significant changes in the neighborhood are noted, other than the fact that Weyerhaeuser found this parcel to be unsuitable for that company's large scale commercial forest operations and, as a result, sold it to the present owner.

COMPLIANCE WITH STATEWIDE GOALS

The Hood River County Comprehensive Plan has been acknowledged for many years. Because this proposal complies with that plan, it also complies with the statewide land use goals even though the plan designation for a specific parcel is being changed. As pointed out above the agricultural and forest resource designations are relatively interchangeable. Property that complies with Goal 3 also complies with Goal 4 and vice versa. Accordingly, changing the plan and zone from a Goal 3 complying plan designation and zone to a Goal 4 complying plan designation and zone such as the F-1 zone does not trigger a need for a goal exception. While this parcel could as a technical matter be designated in either a farm or forest resource zone, its characteristics most closely fit the Forest (F-1) zone as it is described in the County Plan. This is especially the case given its small size and proximity to the river. The F-1 zone contemplates buffering from the river and transitional management, such that together with other characteristics listed in the plan, the property best fits the plan's description of the F-1 zone.

There are no inventoried Goal 5 resources on the subject property and, therefore, Goal 5 does not apply.

The proposed plan amendment and zone change from one acknowledged County resource zone to another acknowledged county resource zone has no "significant affect" on any transportation system per the terms of OAR 660-012-060. The uses allowed in the F-1 zone and the EFU zone are similar and no higher traffic generator is allowed in the F-1 zone that is not also allowed in the EFU zone.



B. Gil Sharp OSB#774163
Attorney for Applicant
205 3rd St.
Hood River, Oregon 97031
541-386-1311
Gil@hoodriverlaw.com

TCLM Timber Map



1,480.5 0 1,480.5 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

1: 8,883

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



Exhibit 1 Page 1 of 1

A-1

----- Forwarded Message -----

From: Cheryl Moore <mfid@mfidp.com>
To: "tdweseman@yahoo.com" <tdweseman@yahoo.com>
Sent: Monday, June 3, 2019, 8:12:27 AM PDT
Subject: RE: Irrigation Water

Hi Trent,

Tax lot 01N09E05201 was not developed before HB3111 back in 1980. All of the water rights that MFID has in their name are all appropriated to specific land within the District Boundaries. There are no instream water rights available through the Oregon Water Resource Department to increase irrigated land within our District. I hope this helps.

Cheryl

-----Original Message-----

From: tdweseman@yahoo.com <tdweseman@yahoo.com>
Sent: Friday, May 31, 2019 9:16 AM
To: Cheryl Moore <mfid@mfidp.com>
Cc: Gil Sharp <gil@hoodriverlaw.com>; Kevin McNerney <kjmcnerney@hoodriverelectric.net>
Subject: Irrigation Water

Hi Cheryl,

I am researching the listed property and would like a better understanding if this property could receive Middle Fork Irrigation water for farm use. Can you please reply with an answer and short description of why or why not it could be eligible?

The tax lot is 01N09E05201. I have also attached a map with a blue dot at property center and script noting ownership.

Thank you,

Trent

N

10 ACRES EPA FORESTED
NICHOLS

ROAD

TRAILER

--- BERRY DRIVE ---

← 1242 →

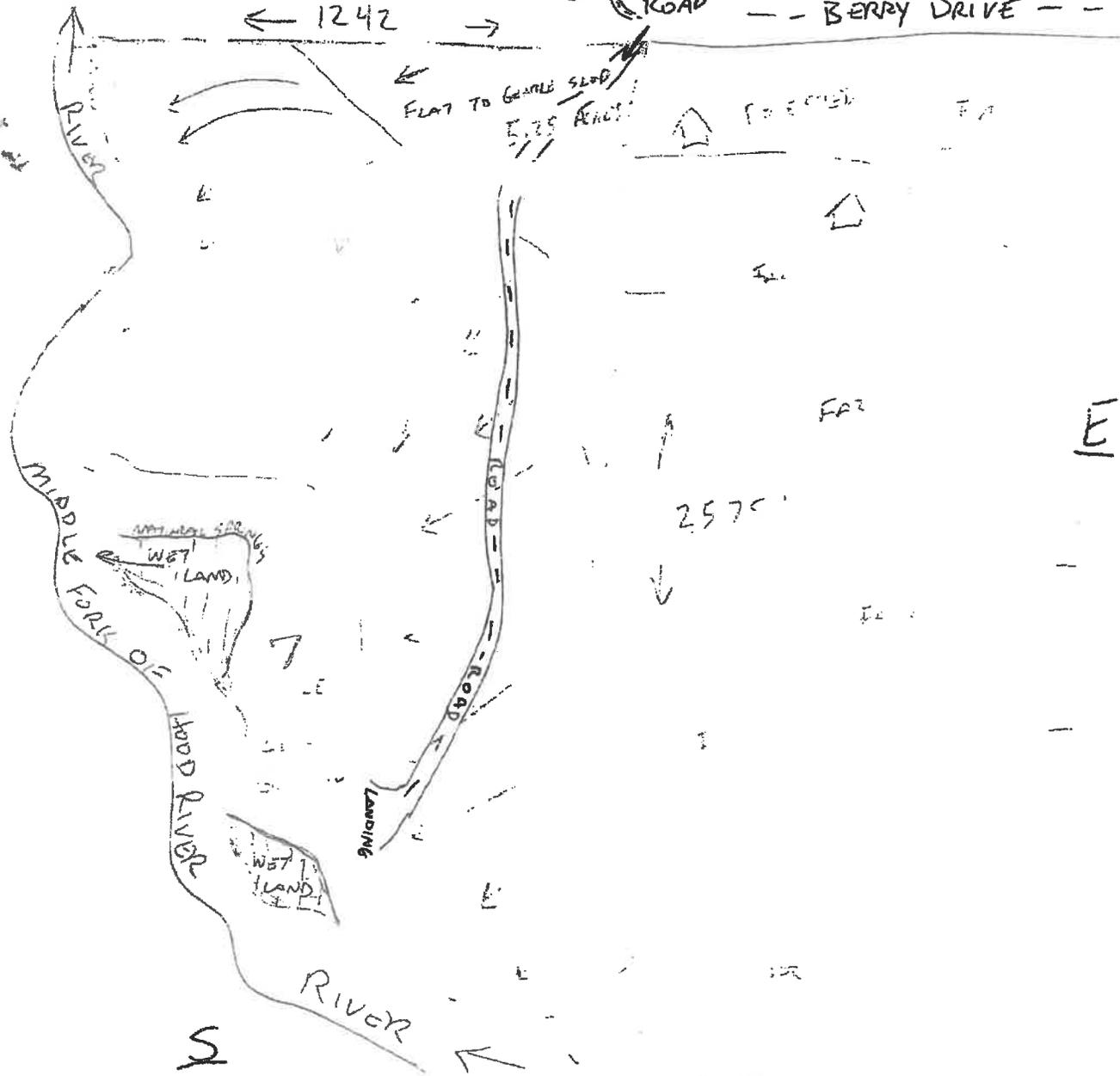
FLAT TO GEORGE SLOP
EYES REACT

--- ROAD ---

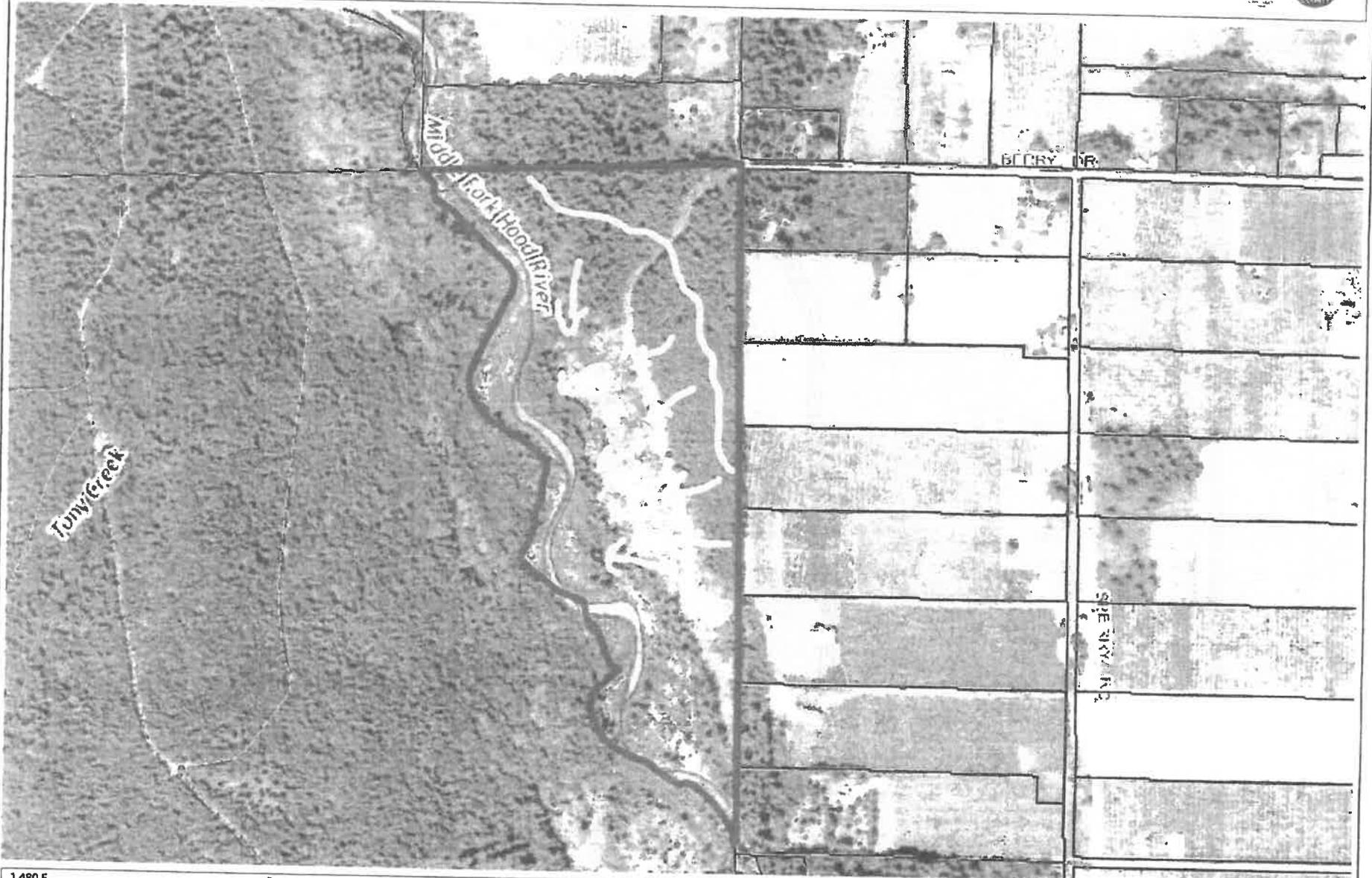
STEEP DECLINE →

WETLAND (III)

RIVER



← WEYERHAEUSER
TRAILER →



1,480.5 0 1,480.5 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
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1: 8,883

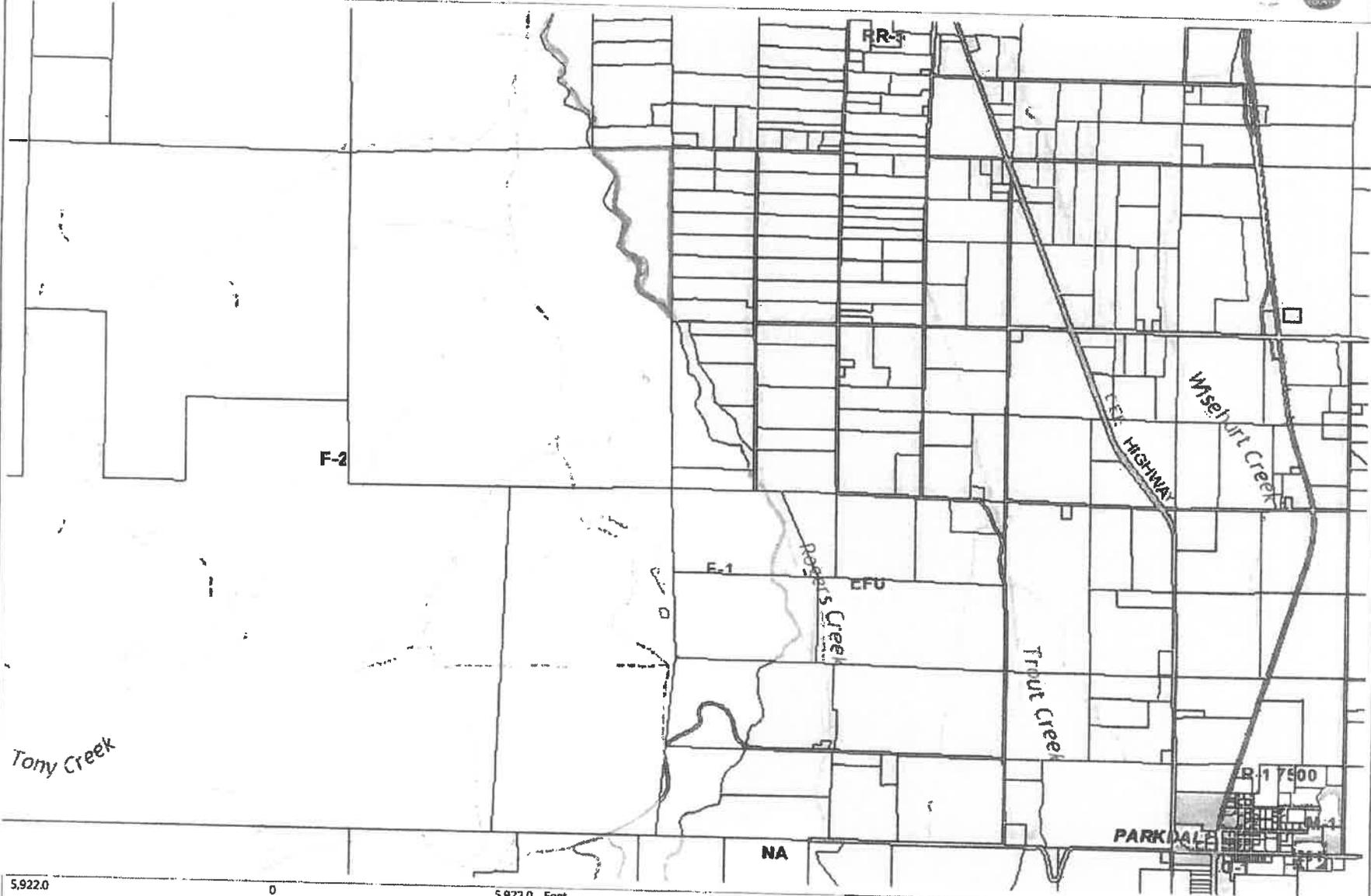
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A-10

TCLM Zoning Map



5,922.0 0 5,922.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
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1: 35,532

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



A-11

Attachment B

Written Comments Received

Keith Cleveland

From: Cheryl Moore <mfid@mfidp.com>
Sent: Thursday, June 4, 2020 10:46 AM
To: Keith Cleveland
Subject: RE: Notice 19-0279

Middle Fork Irrigation District has no issues with this.

Thank you,

Cheryl

From: Keith Cleveland <keith.cleveland@co.hood-river.or.us>
Sent: Thursday, June 04, 2020 7:58 AM
To: Mike Matthews <mike.matthews@co.hood-river.or.us>; LUPermits <LUPermits@co.hood-river.or.us>; Fred Schatz <fred@cswdhr.com>; Cheryl Moore <mfid@mfidp.com>; Doug Thiesies <doug.thiesies@co.hood-river.or.us>; scott.edelman@state.or.us; Robert.L.WOOD@wrđ.state.or.us; Rod.A.French@coho2.dfw.state.or.us; DODD Kristin * ODF <Kristin.DODD@oregon.gov>; Scott Franke <frankelaw@gorge.net>; Mike Doke <cgfg2@hrecn.net>; Brian Beebe <brian.beebe@co.hood-river.or.us>; Duane Ely <duane.ely@co.hood-river.or.us>
Subject: Notice 19-0279

Good morning;

Please find the attached notice.

Thanks

Keith Cleveland, Sr. Planner
Community Development
Hood River County
601 State Street
Hood River, OR 97031
541-387-6840



Keith Cleveland

From: DODD Kristin * ODF <Kristin.DODD@oregon.gov>
Sent: Thursday, June 4, 2020 3:40 PM
To: Keith Cleveland
Subject: RE: Notice 19-0279

Hi Keith,

In reviewing the application, ODF does not have any issues or concerns with what is proposed. Based on the site and land use, the F-1 zoning makes sense. ODF currently has the parcel classified as Timber for under our Forestland Classification for wildland fire protection.

Kristin Dodd
Unit Forester
The Dalles Unit – Central Oregon District
Oregon Department of Forestry
Office: 541-296-4626
Cell: 541-233-3285
www.odfcentraloregon.com

From: Keith Cleveland [mailto:keith.cleveland@co.hood-river.or.us]
Sent: Thursday, June 04, 2020 7:58 AM
To: Mike Matthews <mike.matthews@co.hood-river.or.us>; LUPermits <LUPermits@co.hood-river.or.us>; Fred Schatz <fred@cswdhr.com>; Cheryl Moore <mfid@mfidp.com>; Doug Thiesies <doug.thiesies@co.hood-river.or.us>; EDELMAN Scott <scott.edelman@state.or.us>; Robert.L.WOOD@wr.d.state.or.us; Rod.A.French@coho2.dfw.state.or.us; DODD Kristin * ODF <Kristin.DODD@oregon.gov>; Scott Franke <frankelaw@gorge.net>; Mike Doke <cgfg2@hrecn.net>; BEEBE Brian <brian.beebe@co.hood-river.or.us>; ELY Duane <duane.ely@co.hood-river.or.us>
Subject: Notice 19-0279

Good morning;

Please find the attached notice.

Thanks

Keith Cleveland, Sr. Planner
Community Development
Hood River County
601 State Street
Hood River, OR 97031
541-387-6840



Keith Cleveland

From: Chris Harrell
Sent: Monday, June 8, 2020 8:25 AM
To: Keith Cleveland
Cc: LUPermits
Subject: RE: Notice 19-0279

Hi Keith,
Public Works would like to offer the following comment for the Comp Plan - Zone Change #19-0279;

"HRCPW have no comments for the Comp Plan - Zone Change #19-0279."

Please let me know if you have any questions or concerns.

Thanks,

Chris Harrell
Engineering Manager
(541) 387-7101
chris.harrell@co.hood-river.or.us

Hood River County Public Works
918 18th Street
Hood River, OR 97031



From: Keith Cleveland
Sent: Thursday, June 4, 2020 7:58 AM
To: Mike Matthews; LUPermits; Fred Schatz; Cheryl Moore; Doug Thiesies; scott.edelman@state.or.us; Robert.L.WOOD@wrld.state.or.us; Rod.A.French@coho2.dfw.state.or.us; DODD Kristin * ODF; Scott Franke; Mike Doke; Brian Beebe; Duane Ely
Subject: Notice 19-0279

Good morning;

Please find the attached notice.

Thanks

Keith Cleveland, Sr. Planner
Community Development
Hood River County
601 State Street
Hood River, OR 97031
541-387-6840

B-4

RECEIVED
BY: _____

Dear Sir/Madame

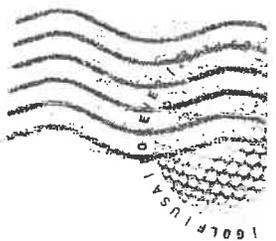
It has recently come to our attention that more EFU zoned acreage is in danger of being needlessly lost in the Valley by conversion of EFU acreage immediately west of existing farms on Sperry Road in Parkdale. This is a huge parcel previously owned by Weyerhaeuser which is mostly wetland and steep slopes. However, significant acreage in the parcel has the same soils and topography as the actively farmed orchards and fields immediately adjacent to the east.

It would seem reasonable, following an actual survey, to keep the farmable land in EFU and allow some more appropriate zoning for the rest. Sometime in the future adjacent farms may have an interest in adding this land to their own acreage.

Sincerely,

Concerned Valley Farmers

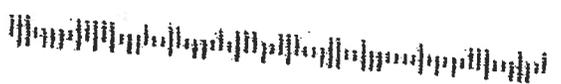
PORTLAND OR 972
27 JUN 2020 PM 2 L



Planning Director
County Business Administration Bldg.
601 State Street
Hood River, OR 97031

RECEIVED
BY: _____

97031-189999



Attachment C

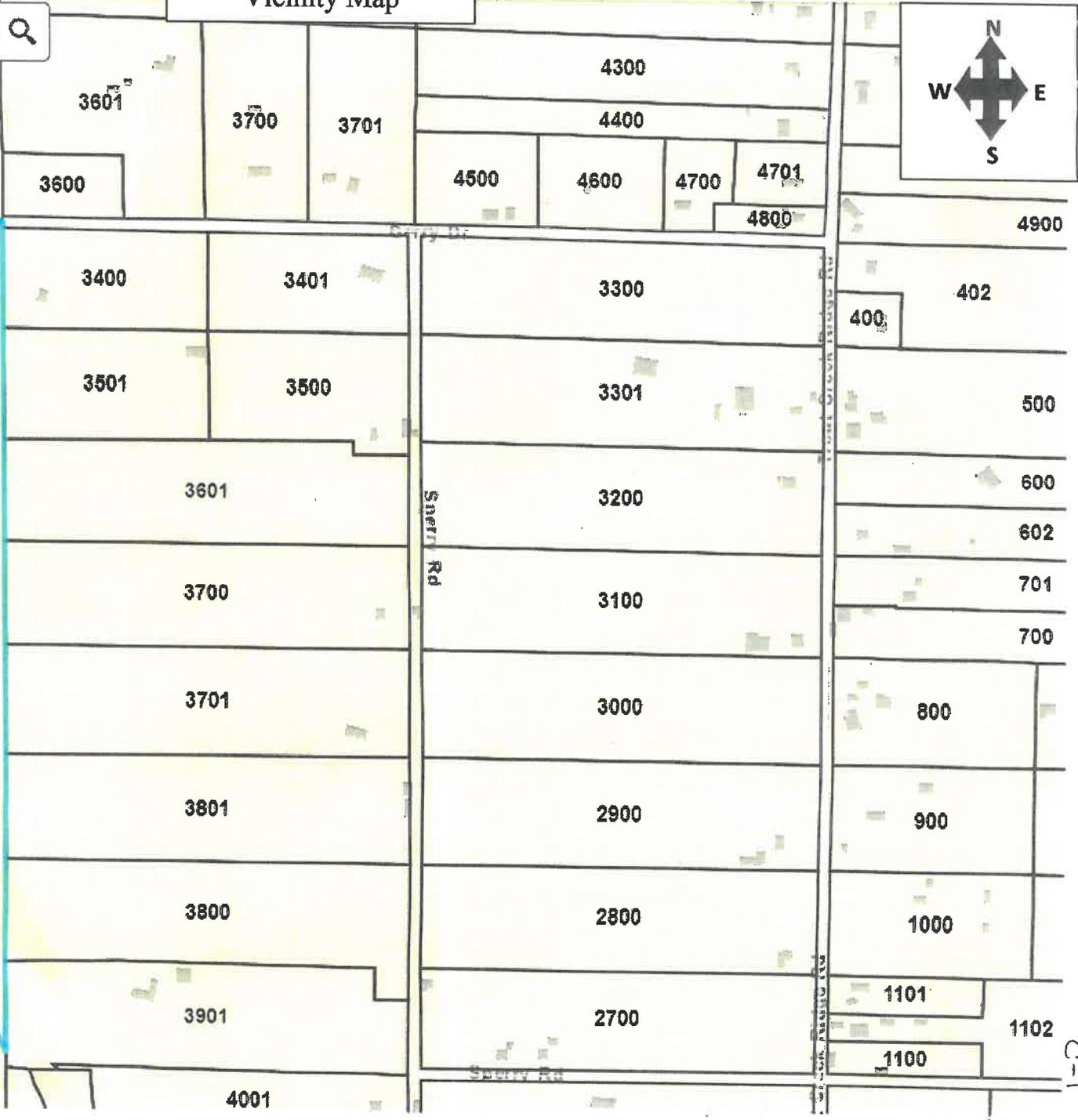
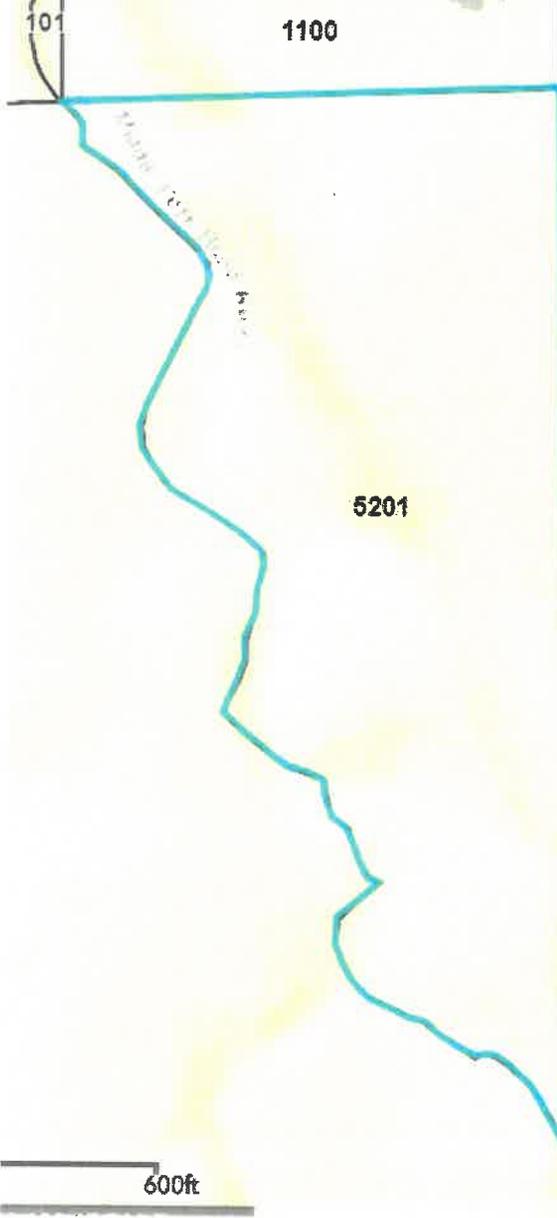
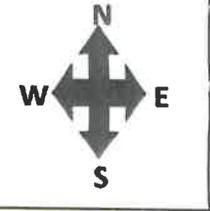
Miscellaneous Information

Vicinity Map

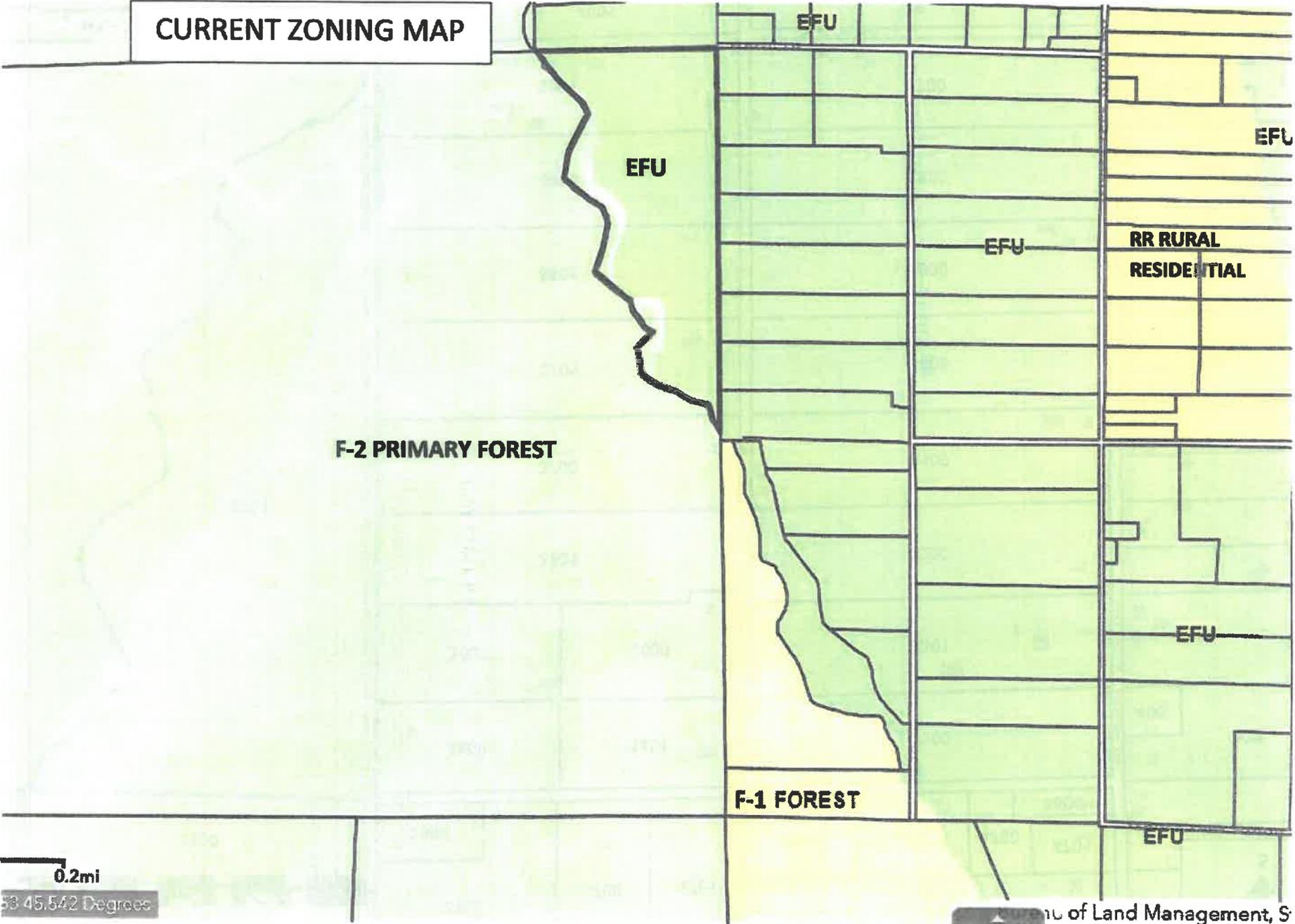
01N09E05201



Show search results for 01N09...



CURRENT ZONING MAP



0.2mi
53.45542 Degrees

Department of Land Management, S

2-2

PROPOSED ZONING MAP

F-1 FOREST

F-2 PRIMARY FOREST

F-1 FOREST

EFU

EFU

EFU

**RR RURAL
RESIDENTIAL**

EFU

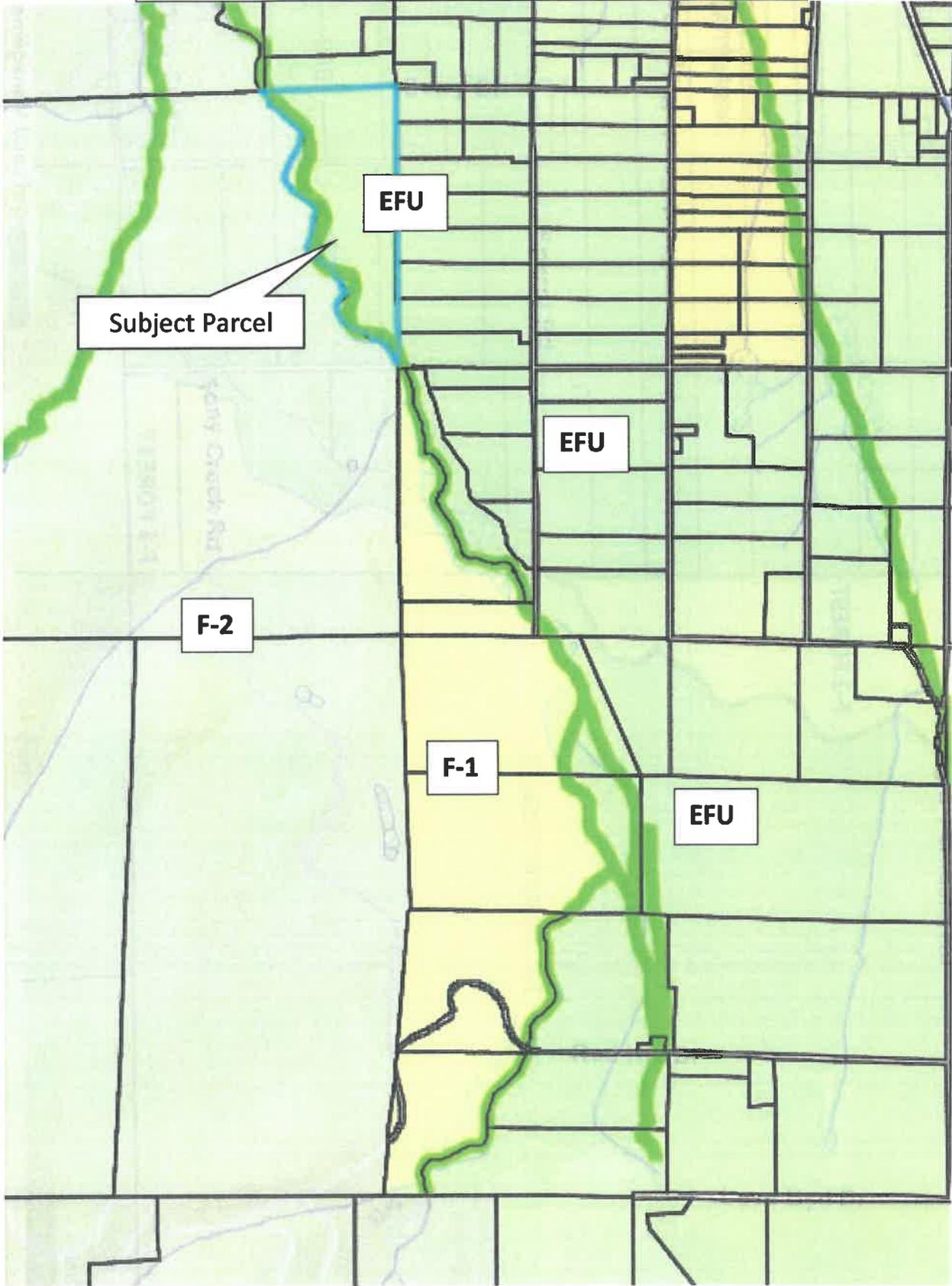
EFU

0.2mi
53 45.542 Degrees

Department of Land Management, S

D-3

EXTENDED AREA CURRENT ZONING MAP



USDA Soil Map

Search

Map Unit Legend

Hood River County Area, Oregon (OR629)

Hood River County Area, Oregon (OR629)

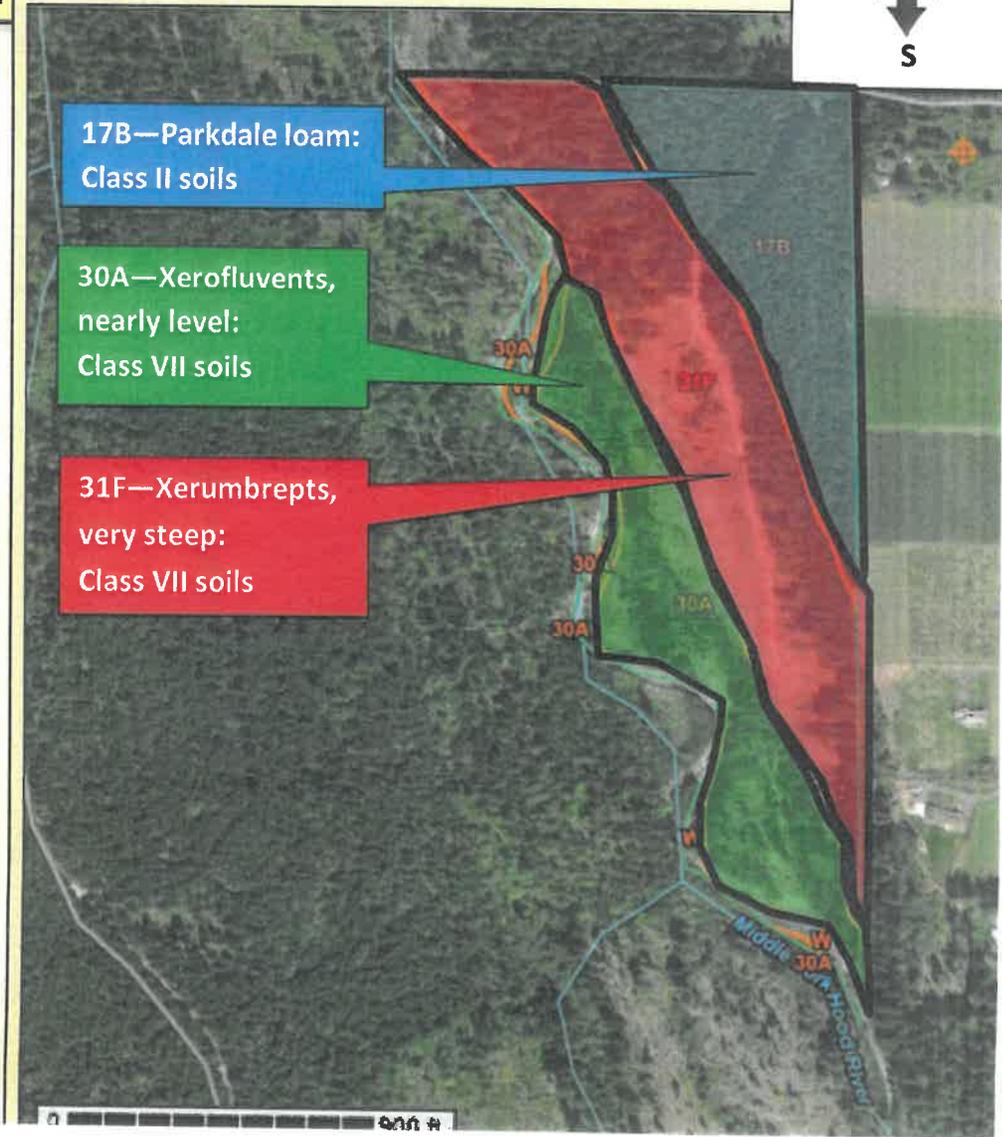
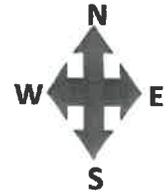
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
17B	Parkdale loam, 0 to 8 percent slopes	11.7	26%
30A	Xerofluvents, nearly level	13.2	30%
31F	Xerumbrepts, very steep	19.3	44%
Totals for Area of Interest		44.2	100.0%

CLASS VII SOILS: ~74%

CLASS II SOILS: ~26%

Approximate acreage only for USDA map soil survey purposes.

Legend



C-6

Keith Cleveland

From: DLCDC Plan Amendments <plan.amendments@state.or.us>
Sent: Thursday, June 4, 2020 2:05 PM
To: Keith Cleveland
Subject: Confirmation of PAPA Online submittal to DLCDC

Hood River County

Your notice of a revised proposal for a change to a comprehensive plan or land use regulation has been received by the Oregon Department of Land Conservation and Development.

Local File #: 415-19-0279

DLCDC File #: 001-20

Original Proposal Received: 6/4/2020

Date of Revision: 6/4/2020

First Evidentiary Hearing: 8/12/2020

Final Hearing Date: 9/21/2020

Submitted by: kcleveland

If you have any questions about this notice, please reply or send an email to plan.amendments@state.or.us.

FILED FOR RECORD AT THE
REQUEST OF AND RETURN TO:
Stewart Title Guaranty Company
Attn: Vicki Coats
1420 Fifth Avenue, Suite 440
Seattle, WA 98101
File No. T2017-1003

HOOD RIVER COUNTY, OR	2018-00011
D-WD	
Str=98 JENNAC	01/02/2018 12:54:09 PM
\$25.00 \$11.00 \$10.00 \$24.00 \$20.00	\$90.00

I certify that this instrument was received and recorded in the records of said county.

Brian D. Beebe, Director of Records and Assessment and Ex-Officio Recorder.

AMERITITLE 210000 AM

SEND TAX STATEMENTS TO:
Trout Creek Land Management, LLC
5974 Berry Road
Parkdale, OR 97041

GRANTOR: WEYERHAEUSER NR COMPANY, a Washington corporation
GRANTEE: TROUT CREEK LAND MANAGEMENT, LLC,
an Oregon limited liability company

COUNTY: HOOD RIVER

ASSESSOR MAP NO's: 1N-9E-5200, 1N-9E-24-100, 1N-10E-30-4100, 1N-10E-30-4300.

Stewart Title Guaranty Co. *Consideration: \$280,000.00*

1709020 1334 ✓
Ameritite 210000AM **SPECIAL WARRANTY DEED**

WEYERHAEUSER NR COMPANY, a Washington corporation, whose address is 220 Occidental Avenue South, Seattle, Washington 98104 ("Grantor") for valuable consideration, receipt of which is hereby acknowledged, does hereby convey and specially warrant to TROUT CREEK LAND MANAGEMENT, LLC, whose address is 5974 Berry Road, Parkdale, Oregon 97041 ("Grantee"), the real property described on Exhibit "A" attached hereto and incorporated herein by this reference ("Property"), free of encumbrances created or suffered by the grantor except as specifically set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

RESERVING UNTO GRANTOR, for itself and its successors and assigns an undivided one-half interest in oil, gas, and other liquid or gaseous hydrocarbons including, without limitation, coal seam gas; geothermal resources including, without limitation, geothermal steam and heat; aggregate resources including, without limitation, sand, gravel, granite, basalt, limestone and dolomitic limestone; base and precious metals; industrial minerals including, without limitation, silica, diatomaceous earth and heavy minerals (such as ilmenite, rutile and zircon); ores; coal; lignite; ornamental stone and minerals of any and every nature, kind, or description whatsoever now or hereafter susceptible to commercial exploitation, sand and gravel excluded (collectively "Mineral Resources"), in or upon the Property. This mineral reservation creates a passive interest in favor

of Grantor and does not entitle Grantor, or require Grantee to produce any such material, and is without right of entry.

Grantee acknowledges that the Property conveyed herein is adjacent or near to Grantor's timberlands and may be subject to conditions resulting from Grantor's commercial forestry operations on said lands. Such operations include management and harvesting of timber, disposal of slash (including, without limitation, slash burning and other controlled burning), reforestation, application of chemicals, road construction and maintenance, transportation of forest products, and other accepted and customary forest management activities conducted in accordance with federal and state laws. Said forest management activities ordinarily and necessarily produce noise, dust, smoke, appearance and other conditions which may conflict with Grantee's use of the Property. Grantee, its heirs, successors and assigns hereby waive all common-law rights to object to normal, necessary and non-negligent forest management activities legally conducted on Grantor's property. Grantee, its heirs, successors and assigns will not object to the application of chemicals, including, without limitation, pesticides and herbicides, on Grantor's property. It is intended and agreed by the parties that this covenant shall be a part of the Deed, described herein, and of the public record and forever remain a covenant with the Property or hereafter adjacently acquired property by Grantee, and any party acquiring an interest in said property shall be bound by the terms of the covenant.

The true consideration for this conveyance is \$280,000.00

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

Effective the 28th day of December, 2017.

EXHIBIT "A" to the Deed

Legal Description of the Property

That portion of the Northeast quarter of Section 24, Township 1 North, Range 9 East of the Willamette Meridian, County of Hood River and State of Oregon, lying East of the Middle Fork of Hood River.

That portion of the West half of the Southeast quarter of Section 24, Township 1 North, Range 9 East of the Willamette Meridian, County of Hood River and State of Oregon, lying East of the Middle Fork of Hood River.

That portion of the Northeast quarter of Section 25, Township 1 North, Range 9 East of the Willamette Meridian, County of Hood River and State of Oregon, lying East of the Middle Fork of Hood River.

That portion of Lots 97, 98, 99, 100, 101 and 102, ADDITION OF 1920, TO WOODWORTH ACRES, lying East of the Middle Fork of Hood River and West of the apex of the bluff.
ALSO, that portion of Lot 103, ADDITION OF 1920 TO WOODWORTH ACRES, lying East of the center of the Middle Fork of Hood River, in Section 30, Township 1 North, Range 10 East of the Willamette Meridian, County of Hood River and State of Oregon

IN 9E (25)
T.L. 5201

Exhibit "B" to the Deed**Permitted Encumbrances**

- (a) liens for taxes, assessments and other governmental charges which are not yet due and payable as of the Closing;
- (b) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Property;
- (c) any rights of the United States of America, the State in which the Property is located or others in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Property, including, without limitation, riparian rights and navigational servitudes;
- (d) title to that portion of the Property, if any, lying below the mean high water mark of abutting tidal waters, navigable rivers and/or great ponds;
- (e) all easements, rights-of-way, water rights, licenses and other such similar encumbrances apparent or of record;
- (f) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;
- (g) all encroachments, overlaps, boundary line disputes, shortages in area, parties in possession, cemeteries and burial grounds and other matters not of record which would be disclosed by an accurate survey or inspection of the Property;
- (h) prior reservations or conveyances of mineral rights or mineral leases of every kind and character;
- (i) any loss or claim due to lack of access to any portion of the Property; and subject further to;
- (j) Rights of the public and governmental bodies in and to that portion of said premises now or at any time lying below the high-water line of Middle Fork of Hood River, including any ownership rights which may be claimed by the State of Oregon as to any portion now or at any time lying below the ordinary high-water line. Such rights and easements for navigation and fishing as may exist over that portion of the property now or at any time lying beneath the waters of Middle Fork of Hood River. All matters arising from any shifting in the course of Middle Fork of Hood River including but not limited to accretion, reliction and avulsion.

REPORTS

From: [Jeff Hecksel](#)
To: [Mike Oates](#); [Les Perkins](#); [Bob Benton](#); [Rich McBride](#); [Karen Joplin](#)
Cc: [Heidi DeHart](#); [Eric Walker](#); [Lisa Davies](#)
Subject: FW: Rachel Cody
Date: Wednesday, August 19, 2020 2:15:09 PM
Attachments: [IMG_1330.JPG](#)
[IMG_1331.JPG](#)
[IMG_1336.JPG](#)
[Access Map.pdf](#)

•
Sept 11, 2020 Update:

Ryan Bales was sent an enforcement notice based on the formal complaint filed by Rachael Cody. I believe Ms. Cody is still unhappy with the County and the County's process, but staff is obligated to follow the process.

Hi,

Here is an update from Eric on the Rachael Cody's complaint. This will be a thorny issue to deal with. As this was brought up in a public meeting, it is my intent to include this response(will be updated if needed) in the packet under my report at the next meeting. This will allow the public to hear and see that the County has been dealing with this issue. I did not want the Commissioners to have to wait that long to get a status report.

If you have follow up questions, please ask Eric and myself.

Regards
(541) 386-3970

Jeff Hecksel
Hood River County Administrator
Jeff.hecksel@co.hood-river.or.us

From: Eric Walker
Sent: Tuesday, August 18, 2020 3:56 PM
To: Jeff Hecksel <jeff.hecksel@co.hood-river.or.us>
Subject: RE: Rachel Cody

Commissioners-

Here is some additional background regarding Rachel Cody's comments to the Board last night.

The Planning Department approved a Farm Lot-of-Record (LOR) Dwelling on property owned by Gary Willis in 2013. LOR permits are good for 4 years with the possibility of one 2 year extension (6 year maximum). A LOR is unique in that approval is based on continuous family ownership since at least 1985. Also, with a LOR dwelling permit, it comes with a requirement that it may only be transferred once and is not renewable once the property is sold to a non-qualifying relative.

As part of the original decision, the permit included a number of conditions that required completion before final land use approval would be granted, including the Planning Department signing off on a building permit application for the dwelling. One of these conditions included demonstrating proof of legal access from Central Vale Drive or some other route (see attached map).

In 2014, Gary Willis sold the property to Lyle Henage, Lyle's Log Cabin, LLC. Mr. Henage applied for and was approved for a permit extension in 2017, which extended the approval period to May 1, 2019. As mentioned, the Planning Department did not have the ability to extend the permit again given the statutory limitation for this type of permit.

In early 2019, Mr. Henage sold the LLC and property to Ryan Bales, who acquired it without (apparently) understanding that the LOR permit was set to expire soon, could not be renewed, and was subject to various conditions that needed to be met before a building permit could be issued (per the conditions of the permit). Planning staff was concerning about this since we knew that given the characteristics of the property and applicable zoning restrictions, it would be very unlikely that the parcel could ever be approved for a dwelling absent maintaining the existing LOR permit. In an attempt to assist Mr. Bales and to give him some additional time to meet the conditions of his permit, Planning staff approved his application for a "minor amendment" of the original LOR permit, which deferred some of the conditions, including the requirement for proving legal access. This allowed the Planning Dept to sign-off on his building permit application and give him additional time to complete his conditions, as he transitioned into the Building Department's timelines, which essentially gave him at least 6 months before his first required inspection was due. However, in signing Mr. Bales building permit application form, staff made it very clear that he should definitely not commence any construction until he perfected his legal access.

However, in early November, the Planning Dept received a complaint from Ms. Cody indicating that large trucks were driving on the road that accesses her property and that she believed Mr. Bales was starting to build. On November 15th, I contacted Mr. Bales by phone and asked him about the work. As part of the conversation, I reminded him that he did not yet have a valid building permit to start any construction and, therefore, requested that he stop immediately. Mark VanVoast spoke to Mr. Bales on November 25th and advised the same.

Around this same time, Mr. Bales requested and the Building Department granted a 6-month extension of his building permit to May 1, 2020.

On December 10th, Mark VanVoast and I met with Mr. Bales in our office. The purpose of the meeting was to receive a status update on his pursuit for legal access, to emphasize the importance of maintaining his current permit, and to again discourage him from doing any further development of the property prior to obtaining legal access. It was emphasized that he would not receive any further building permit extension unless he was able to demonstrate a good faith effort of obtaining legal access and meeting the other requirements of his permit.

In the early part of 2020, Mr. Bales was actively working with an attorney to secure easements from neighbors located along the access road serving his property; the same road Ms. Cody live on. He had obtained or was close to obtaining agreements from a number of the affected neighbors, except

for Ms. Cody who refused to grant access along that portion of the road adjacent to her property.

On April 20th, Ms. Cody contacted the Planning Dept indicating that she witnessed two completed buildings on Mr. Bales' property and the appearance of someone living there.

On April 21st, Mark VanVoast conducted a site visit to confirm the complaint.

On April 22nd, I contacted Mr. Bales and requested the opportunity for Mark to meet him at the site and inspect the two buildings. Mr. Bales agreed. The next day, Mark met Mr. Bales at his property and inspected the two buildings. One of the buildings was a small (~120sf) Redi-shed that was previously placed on the property, but which Mr. Bales converted into a rustic living quarters (bedroom only). The other building was a large, two story metal sided building. The inside was unimproved, but had been wired and plumbed (and mostly sheetrocked), but not connected to utilities (water or electricity) since they are not readily available in the area. See attached photos.

After conferring with David Doughman, County Land Use Counsel, it was decided that the Building Department could not approve any further extensions of his building permit given the requirement that a building permit be considered abandoned unless it is being "pursued in good faith," which certainly was not the case given the unpermitted work that occurred and continued through the winter. I contacted Mr. Bales by phone and let him know that we would be unable to approve his permit extension. As part of this conversation, I requested that he vacate the property and avoid any further work on the new building. On May 5th, Mark issues a formal denial of Mr. Bales extension request, which resulted in voiding both his building permit application and LOR approval.

On May 22nd, Ms. Cody filed a formal complaint. At that time, I advised her that our Compliance Coordinator was working part time and had a backlog of other enforcement matters and, therefore, it would likely take some time to initiate our regular enforcement process. In June, her attorney contacted David Doughman who reiterated that we would respond to her complaint as soon as we reasonably could, but that it would take some time.

On August 3rd, after Ms. Cody contacted Jeff, I called her to give her a status update. I told her that Micaela would likely have a chance to submit an initial notice of violation sometime before the end of the month, which still seems viable. However, the Board should be aware that even with initiating enforcement, this violation will not likely be resolved anytime soon because there are no easy resolutions. As mentioned, there is no viable path for a dwelling. Could the buildings remain as accessory buildings or ag buildings? Not an accessory building because the property doesn't have a lawful residence. The property also doesn't have a viable farm use and no irrigation water rights to start a farm. Even if we could find a path to allow the buildings to lawfully remain, we have no way of issuing a permit until the owner demonstrates legal access, which probably won't happen without a judge granting him a "prescriptive right" to use the road. That process will likely take a lot of time and money.

The Board should also be aware that the access road involved has a complicated history. We have yet to find or be presented with information confirming that anyone along the existing roadway has

legal access; not even Ms. Cody.

From: Jeff Hecksel <jeff.hecksel@co.hood-river.or.us>
Sent: Tuesday, August 18, 2020 8:09 AM
To: Karen Joplin <karen.joplin@co.hood-river.or.us>; Mike Oates <mike.oates@co.hood-river.or.us>; Les Perkins <les.perkins@co.hood-river.or.us>; Bob Benton <bob.benton@co.hood-river.or.us>; Rich McBride <rmcbride@co.hood-river.or.us>
Cc: Heidi DeHart <heidi.dehart@co.hood-river.or.us>; Eric Walker <eric.walker@co.hood-river.or.us>; Lisa Davies <LKDavies@gorgelaw.com>
Subject: RE: Rachel Cody

All,

Staff will get a report on the enforcement action that has occurred. Both Eric and I have spoken with Rachael Cody before she appeared at the Board meeting.

Regards,

Jeff Hecksel
Hood River County Administrator
Jeff.hecksel@co.hood-river.or.us
(541) 386-3970

From: Karen Joplin
Sent: Monday, August 17, 2020 6:23 PM
To: Jeff Hecksel <jeff.hecksel@co.hood-river.or.us>
Subject: Rachel Cody

Can we get a staff report on her complaint.
Thank you

Karen Joplin
Hood River County Commissioner
District 1
(541)308-5526
karen.Joplin@co.hood-river.or.us

WORK SESSION ACTION ITEMS

CONSENT ITEMS

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: 09/11/2020 **DEPARTMENT:** HEALTH **NAME:** Patricia Elliott

SUBJECT: HEALTH DEPARTMENT - FUND 101 2101 GENERAL FUND - BUDGET ADJUSTMENT - FY 2020/2021

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

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

The Health Department received funding from Columbia Gorge Health Council for Covid-19. In FY 2019/2020, \$60,448 remained unspent and rolled into beginning fund balance in the General fund for FY 2020-2021. The remaining grant award of \$118,000 (Half of the total funding has not been received nor budgeted yet.

Funds have been/will be placed in General Fund to cover wages and benefits for personnel to do contact tracing and investigation, contract services to cover expenses for community health workers to do on-site education to local orchards, and program supplies to cover cost of accommodations for hotel rooms for isolation.

FISCAL IMPACT- *Budget Line Item:* 101 2101 *Acct Bal \$* _____

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

Comments:
Revenue will cover expenses for personnel to do contact tracing and investigation, contract and services; and program supplies to cover accommodations for isolation.

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 a budget adjustment resolution to recognize a beginning fund balance from FY 19/20 Columbia Gorge Health Council funds (\$60,448) and an additional \$118,000 in FY 20/21 also from Columbia Gorge Health Council for contract tracing, education, outreach expenses related to COVID19.

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 20/21)
Health Department – 101 2101)**

RESOLUTION # _____

WHEREAS, The Health Department received funding from Columbia Gorge Health Council. In fiscal year 2019-2020, \$60,448 remained unspent and rolled into beginning fund balance in the General fund for fiscal year 2020-2021. The remaining grant award of \$118,000 (half of the total funding) has not been received nor budgeted yet; and,

WHEREAS, Funds have been / will be placed in the General Fund to cover wages and benefits for personnel to do contact tracing and investigation, contract services to cover expenses for community health workers to do onsite education to local orchards, and program supplies to cover cost of accommodations for hotel rooms for isolation.

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

**HEALTH PROGRAM
101 2101 General Fund**

		REVENUE		EXPENSE	
		INCREASE	DECREASE	INCREASE	DECREASE
REVENUE					
Beginning Fund Balance	101 0301 300 01 01	60,448			
Local Various	101 2101 338 10 40	118,000			
PERSONNEL					
Health Accounting Clerk	101 2101 441 11 56			220	
Health Dept. Director	101 2101 441 11 59			350	
Health Services Aide II	101 2101 441 11 65			17,832	
Office Mgr. - Health	101 2101 441 12 39			228	
Office Specialist II	101 2101 441 12 45			37,301	
Public Health Nurse	101 2101 441 12 78			37,060	
Public Health Nurse Supervisor	101 2101 441 12 84			257	
Public Health Officer	101 2101 441 12 87				3,867
Overtime	101 2101 441 14 92			2,538	
Fica/Medi	101 2101 441 15 01			83	
Workers Compensation	101 2101 441 15 02			217	
Retirement	101 2101 441 15 03			10,347	
Medical/Dental/Life	101 2101 441 15 04			19,309	
Suta	101 2101 441 15 05			6	
Veba	101 2101 441 15 06			745	
Pers In Lieu	101 2101 441 15 90			3,259	
MATERIALS AND SERVICES					
Contracts & Services	101 2101 441 40 18			30,000	
Program Supplies	101 2101 441 50 07			22,563	

ADOPTED THIS 21st DAY OF SEPTEMBER 2020

Michael J. Oates, Chair

Karen Joplin, Commissioner

Rich McBride, Commissioner

Robert Benton, Commissioner

Les Perkins, Commissioner

ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2021 Y.T.D.	CURRENT ENCUMBRANCES	2021 TOTAL	2021 REMAINING BALANCE	% USED
FUND 101 GENERAL FUND							
DEPT 21 HEALTH DEPARTMENT							
DIV 01 HEALTH DEPARTMENT							
334.10-90	STATE - OPERATING GRANT	100,000-	9,564-	0	9,564-	90,436-	9.56
335.10-38	MEDICAID MATCH	27,000-	0	0	0	27,000-	.00
341.10-13	HEALTH FEES	9,800-	166-	0	166-	9,634-	1.69
341.10-14	VITAL STATISTICS	30,000-	2,111-	0	2,111-	27,889-	7.04
365.10-01	DONATIONS/CONTRIBUTIONS	100-	0	0	0	100-	.00
		-----	-----	-----	-----	-----	-----
*		166,900-	11,841-	0	11,841-	155,059-	7.09
		-----	-----	-----	-----	-----	-----
**	REVENUE	166,900-	11,841-	0	11,841-	155,059-	7.09
		-----	-----	-----	-----	-----	-----
441.11-56	HEALTH ACCOUNTING CLERK	10,614	1,789	0	1,789	8,825	16.86
441.11-59	HEALTH DEPT DIRECTOR	72,076	12,072	0	12,072	60,004	16.75
441.11-65	HEALTH SERVICES AIDE II	53,558	13,337	0	13,337	40,221	24.90
441.12-39	OFFICE MGR - HEALTH	48,057	8,048	0	8,048	40,009	16.75
441.12-45	OFFICE SPECIALIST II	20,138	9,924	0	9,924	10,214	49.28
441.12-78	PUBLIC HEALTH NURSE	17,381	9,074	0	9,074	8,307	52.21
441.12-84	PUBLIC HEALTH NURSE SUPV	54,296	9,156	0	9,156	45,140	16.86
441.12-87	PUBLIC HEALTH OFFICER	22,040	9,592	0	9,592	12,448	43.52
441.14-92	OVERTIME	0	2,538	0	2,538	2,538-	.00
441.15-01	FICA/MEDI	24,159	5,534	0	5,534	18,625	22.91
441.15-02	WORKERS COMPENSATION	985	22	0	22	963	2.23
441.15-03	RETIREMENT	55,580	10,138	0	10,138	45,442	18.24
441.15-04	MEDICAL/DENTAL/LIFE	65,480	13,029	0	13,029	52,451	19.90
441.15-05	SUTA	381	76	0	76	305	19.95
441.15-06	VEBA	500	138	0	138	362	27.60
441.15-90	PERS - IN LIEU	17,311	0	0	0	17,311	.00
		-----	-----	-----	-----	-----	-----
*	PERSONNEL SERVICES	462,556	104,467	0	104,467	358,089	22.58
		-----	-----	-----	-----	-----	-----
441.30-07	PROJECTS	1,000	84	0	84	916	8.40
441.40-18	CONTRACT SVC/PROFESSIONAL	4,000	0	0	0	4,000	.00
441.40-21	CUSTODIAL SERVICE	4,500	1,056	0	1,056	3,444	23.47
441.40-30	LAB & TESTING	1,250	0	0	0	1,250	.00
441.40-60	TRASH SERVICE	2,500	108	0	108	2,392	4.32
441.45-06	BANK CHARGES	350	24	0	24	326	6.86
441.45-29	LICENSING	400	0	0	0	400	.00
441.45-32	MEETINGS & CONFERENCES	1,000	0	0	0	1,000	.00
441.45-47	REPAIR & MAINT - BUILDING	4,000	1,620	0	1,620	2,380	40.50
441.45-48	REPAIR & MAINT-EQUIPMENT	2,000	465	155	620	1,380	31.00
441.45-59	TELEPHONE - SERVICE COSTS	9,000	1,721	0	1,721	7,279	19.12
441.45-68	UTILITIES - ELECTRIC	6,500	944	0	944	5,556	14.52
441.45-69	UTILITIES - GAS	2,500	60	0	60	2,440	2.40
441.45-70	UTILITIES - WATER	7,600	716	0	716	6,884	9.42
441.50-04	JANITORIAL SUPPLIES	1,500	460	40	500	1,000	33.33

ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2021 Y.T.D.	CURRENT ENCUMBRANCES	2021 TOTAL	2021 REMAINING BALANCE	% USED
FUND 101 GENERAL FUND							
DEPT 21 HEALTH DEPARTMENT							
DIV 01 HEALTH DEPARTMENT							
441.50-07	PROGRAM SUPPLIES	3,000	2,062	128	2,190	810	73.00
441.55-01	VEHICLE - FUEL/MILEAGE	2,500	0	0	0	2,500	.00
441.55-02	VEHICLE - REPAIRS	2,500	0	0	0	2,500	.00
		-----	-----	-----	-----	-----	-----
*	MATERIALS AND SERVICES	56,100	9,320	323	9,643	46,457	17.19
441.70-04	VEHICLES	55,000	22,000	24,058	46,058	8,942	83.74
		-----	-----	-----	-----	-----	-----
*	CAPITAL OUTLAY	55,000	22,000	24,058	46,058	8,942	83.74
441.91-34	VEHICLE REPLACEMENT	2,250	0	0	0	2,250	.00
		-----	-----	-----	-----	-----	-----
*	TRANSFERS AND OTHER	2,250	0	0	0	2,250	.00
		-----	-----	-----	-----	-----	-----
**	EXPENDITURE	575,906	135,787	24,381	160,168	415,738	27.81
***	HEALTH DEPARTMENT	409,006	123,946	24,381	148,327	260,679	36.27
****	HEALTH DEPARTMENT	409,006	123,946	24,381	148,327	260,679	36.27
*****	GENERAL FUND	409,006	123,946	24,381	148,327	260,679	36.27



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

Board of Directors
Trey Rigert, MD, Chair
Al Barton, MS, LPC, Vice Chair
Jeanie Vieira, RN, Treasurer
Elaine Castles, PhD
Erick Doolen
Elizabeth Foster, MD
Sue Fox, MS
Scott Hege
Max Janasik
Molly Johnson
Karen Joplin
Dennis Knox, FACHE
Paul Lindberg
Mayra Rosales

June 8, 2020

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

Dear Jeff,

Thank you for your organization's ongoing commitment to the health of our community. In light of COVID-19, the Columbia Gorge Health Council (CGHC) has awarded significant funds to the public health sector. We recognize the important role the county health departments have in leading our community response to the current crisis. CGHC is directing an initial \$118,000 to Hood River County Health department for use in supporting the community's reopening plans as directed by Governor Kate Brown.

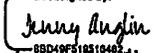
The funds are to be used by Hood River County as outlined in Governor Brown's call to action for re-opening and must be used for COVID-19 related expenses. The initial \$118,000 is payable upon receipt of this signed agreement. A second payment of equal amount will be available upon receipt of required reporting from the first allocation. The report must include how the funding was spent and any successes. Reporting must also confirm the health department received no other state, federal, or other funds that covered COVID-19 related expenses.

The Columbia Gorge Health Council is also supporting community partners through the United Way COVID-19 response fund. Please redirect requests from community partners to the United Way funding to minimize duplication and focus the public health funding on public health department response for COVID-19.

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

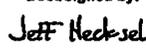
If you have any questions, don't hesitate to reach out to me.

Sincerely,

DocuSigned by:

88D49F518318445
Jenny Anglin

Executive Director
Columbia Gorge Health Council

Cc: Trish Elliott, BSN

Accepted by: DocuSigned by:

Signature: 08BD6002279A453

Title: County Administrator

Name: Jeff Hecksel

Date: 6/8/2020

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: 08/28/20 **DEPARTMENT:** Public Works **NAME:** Mikel Diwan

SUBJECT: Budget Adjustment FY 20/21 General Fund 101, Parks & Buildings

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

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

The adopted FY2021 Parks & Buildings budget does not reflect some of the impacts resulting from the passing of the HRC Public Safety levy and the implementation of an equipment replacement schedule. Therefore a budget adjustment is needed to accurately represent how capital funds will be expended in FY2021. This adjustment does not change the total appropriation in the Parks & Buildings Department capital categories and will not require additional funding.

ATTACHMENTS: Resolution

FISCAL IMPACT:

This adjustment redistributes funds already allocated within Parks & Buildings capital categories and does not require additional funding.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

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

RECOMMENDATION OF THE DEPARTMENT:

Approve the budget adjustment in the General Fund 101 Parks & Buildings budgets as presented.

ADMINISTRATION RECOMMENDATION:

Approve a budget adjustment resolution to recognize the reallocation of funds in the Parks & Buildings capital budget FY 20/21.

FOLLOW UP: ORD/RESO/AGMT/ORDER, ETC: ORIGINALS TO R&A
 COPIES TO: BF and PW (signed resolution to both)

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

**IN THE MATTER OF A BUDGET)
ADJUSTMENT – FY 20/21 GENERAL)
FUND 101, PARKS & BUILDINGS)
DEPARTMENT)**

RESOLUTION # _____

WHEREAS, funding for Parks & Buildings Department equipment and vehicle replacement was included in the adopted FY20/21 budget; and,

WHEREAS, further evaluation of current equipment and vehicle needs indicate a need to expend the funds in a different manner than how it was appropriate; and,

WHEREAS, the proposed budget adjustment better reflects how Park & Buildings capital funds will be expended during the FY20/21 fiscal year.

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

		REVENUE		EXPENSE	
		INCREASE	DECREASE	INCREASE	DECREASE
GENERAL FUND 101					
CAPITAL OUTLAY					
MACHINERY & EQUIPMENT	101-3601-452.70-05			25,000	
BUILDINGS & IMPROVEMENTS	101-3606-419.70-02			10,000	
VEHICLES	101-3606-419.70-04				35,000

ADOPTED THIS 21ST DAY OF SEPTEMBER 2020

Michael J. Oates, Chair

Karen Joplin, Commissioner

Rich McBride, Commissioner

Robert Benton, Commissioner

Les Perkins, Commissioner

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: September 2, 2020 **DEPARTMENT:** Budget & Finance **NAME:** Tina Ruffin
SUBJECT: Budget Adjustment for Purchase of Property at 2480 Dee Hwy, Hood River, OR

AUTHORITY: ORS: 294 OAR:

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

On August 7, 2020, the Hood River County Board of Commissioners approved the purchase of property located at 2480 Dee Highway, Hood River, Oregon. The property adjoins Tucker Park, which is owned and operated by Hood River County, and considered an investment in the Hood River County park system. Funds used to purchase the property are from one-time (revenue) sources in fiscal year 2018-2019, specifically PILT and the dissolution of the Mid-Columbia Council of Governments. The purchase was unanticipated during the regular budget cycle for the current fiscal year 2020-2021; however, sufficient budget was appropriated in the contingency account for unanticipated events.

ATTACHMENTS: Resolution 1

FISCAL IMPACT:

Per Oregon Revised Statutes, budget for the expenditure must be appropriated by the Board of County Commissioners.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

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

RECOMMENDATION OF THE DEPARTMENT:

Approve budget amendment as submitted.

ADMINISTRATION RECOMMENDATION:

Approve a budget adjustment Resolution to recognize revenue and related expenditure into the FY 20/21 budget for the purchase of property on Dee Hwy next to Tucker Park.

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

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

**IN THE MATTER OF A BUDGET)
ADJUSTMENT – FY 20/21)
FUND 101)**

RESOLUTION # _____

WHEREAS, on August 7, 2020, the Hood River County Board of Commissioners approved the purchase of property located at 2480 Dee Highway, Hood River, Oregon; and,

WHEREAS, the property adjoins Tucker Park, which is owned and operated by Hood River County, and considered an investment in the Hood River County park system; and,

WHEREAS, funds used to purchase the property are from one-time (revenue) sources in fiscal year 2018-2019, specifically PILT and the dissolution of the Mid-Columbia Council of Governments.

WHEREAS, the purchase was unanticipated during the budget cycle for the current fiscal year 2020-2021; however, sufficient budget was appropriated in the contingency account for unanticipated events.

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

	ACCOUNT NUMBER	REVENUE		EXPENSE	
		INCREASE	DECREASE	INCREASE	DECREASE
NON-DEPARTMENTAL DEPT.					
CAPITAL OUTLAY					
Land	101-0303-419-70-01			425,000	
TRANSFERS & OTHER					
Contingency	101-0303-419-95-10				425,000

ADOPTED THIS 21st DAY OF SEPTEMBER 2020

Michael J. Oates, Chair

Karen Joplin, Commissioner

Rich McBride, Commissioner

Robert Benton, Commissioner

Les Perkins, Commissioner

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: 09/10/2020 **DEPARTMENT:** HEALTH **NAME:** Patricia Elliott

SUBJECT: HEALTH DEPARTMENT - FUND 420 2121 BIO-TERRORISM - BUDGET ADJUSTMENT - FY 2020/2021

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

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

The Health Department received \$205,040 from OHA for Local Active Monitoring; and \$35,890 HPP funds for emergency vulnerable population response. Funds will be use to cover wages and benefits for personnel for coordination with medical community, PPE coordination, dissemination of education/outreach; contract and services for vulnerable population response coordinator; and program supplies.

FISCAL IMPACT- *Budget Line Item:* 420 2121 *Acct Bal \$* _____

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

Comments:

Received revenue will be used to cover salaries and benefits for Personnel, contract and services; and 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 a budget adjustment Resolution to recognize the revenue and expenditures from additional Oregon Health Authority Funding (\$240,930) in the Health departments Bio Terrorism budget FY 20/21.

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 20/21)
Health Department – 420 2121)**

RESOLUTION # _____

WHEREAS, The Health Department received \$205,040 from OHA for Covid-19 Local Active Monitoring; and \$35,890 HPP Funds from OHA for emergency vulnerable populations response; and,

WHEREAS, Funds will be use to cover Personnel, for coordination with medical community, PPE coordination, dissemination of education/outreach; contract and services for vulnerable population response coordinator; and program supplies; and,

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

**HEALTH PROGRAM
420 2121 - PHEP**

		REVENUE		EXPENSE	
		INCREASE	DECREASE	INCREASE	DECREASE
REVENUE					
Bio Terrorism - Prep	420 21 21 334 10 41	205,040			
Bio Terrorism – Prep	420 2121 334 10 41	35,890			
PERSONNEL					
Env. Health Supervisor	420 2121 441 10 93			29,048	
Env. Health Specialist I	420 2121 441 11 66			16,154	
Office Manager	420 2121 441 12 39			17,417	
Health Officer	420 2121 441 12 87			37,662	
OS III	420 2121 441 12 48			7,702	
Fica/Medi	420 2121 441 15 01			7,166	
Workers Compensation	420 2121 441 15 02			322	
Retirement	420 2121 441 15 03			15,040	
Medical/Dental/Life	420 2121 441 15 04			16,347	
Suta	420 2121 441 15 05			117	
Veba	420 2121 441 15 06			317	
Pers In Lieu	420 2121 441 15 90			4,427	
MATERIALS AND SERVICES					
Contracts & Services	420 2121 441 40 18			71,390	
Program Supplies	420 2121 441 50 07			17,821	

ADOPTED THIS 21st DAY OF SEPTEMBER 2020

Michael J. Oates, Chair

Karen Joplin, Commissioner

Rich McBride, Commissioner

Robert Benton, Commissioner

Les Perkins, Commissioner

ACCOUNT	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	2021 Y.T.D.	CURRENT ENCUMBRANCES	2021 TOTAL	2021 REMAINING BALANCE	% USED
FUND 420 HEALTH DEPT. PROGRAMS							
DEPT 21 HEALTH DEPARTMENT							
DIV 21 BIO-TERRORISM PREP							
300.01-01	BEGINNING FUND BALANCE	49,488-	0	0	0	49,488-	.00
334.10-41	BIO-TERRORISM PREP	96,686-	231,661-	0	231,661-	134,975	239.60
*		146,174-	231,661-	0	231,661-	85,487	158.48
**	REVENUE	146,174-	231,661-	0	231,661-	85,487	158.48
441.11-59	HEALTH DEPT DIRECTOR	0	3,551	0	3,551	3,551-	.00
441.11-65	HEALTH SERVICES AIDE II	0	4,288	0	4,288	4,288-	.00
441.12-78	PUBLIC HEALTH NURSE	25,790	6,020	0	6,020	19,770	23.34
441.12-84	PUBLIC HEALTH NURSE SUPV	0	1,780	0	1,780	1,780-	.00
441.12-99	ENVIRON HEALTH RESP COORD	58,513	10,018	0	10,018	48,495	17.12
441.15-01	FICA/MEDI	6,425	1,809	0	1,809	4,616	28.16
441.15-02	WORKERS COMPENSATION	259	8	0	8	251	3.09
441.15-03	RETIREMENT	15,764	3,773	0	3,773	11,991	23.93
441.15-04	MEDICAL/DENTAL/LIFE	15,630	5,432	0	5,432	10,198	34.75
441.15-05	SUTA	51	26	0	26	25	50.98
441.15-06	VEBA	200	67	0	67	133	33.50
441.15-90	PERS - IN LIEU	4,570	0	0	0	4,570	.00
*	PERSONNEL SERVICES	127,202	36,772	0	36,772	90,430	28.91
441.45-32	MEETINGS & CONFERENCES	600	0	0	0	600	.00
441.45-55	TELECOMMUNICATIONS	1,450	156	0	156	1,294	10.76
441.45-59	TELEPHONE - SERVICE COSTS	2,110	373	0	373	1,737	17.68
441.50-07	PROGRAM SUPPLIES	6,913	6,126	1,532	7,658	745-	110.78
*	MATERIALS AND SERVICES	11,073	6,655	1,532	8,187	2,886	73.94
441.99-99	ENDING FUND BALANCE	7,899	0	0	0	7,899	.00
*	TRANSFERS AND OTHER	7,899	0	0	0	7,899	.00
**	EXPENDITURE	146,174	43,427	1,532	44,959	101,215	30.76
***	BIO-TERRORISM PREP	0	188,234-	1,532	186,702-	186,702	.00
****	HEALTH DEPARTMENT	0	176,459-	2,001	174,458-	174,458	.00
*****	HEALTH DEPT. PROGRAMS	0	176,459-	2,001	174,458-	174,458	.00

**Attachment B
Financial Assistance Award (FY20)**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 4	
1) Grantee Name: Hood River County Street: 1109 June St. City: Hood River State: OR Zip Code: 97031		2) Issue Date June 03, 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	
PE01-01 State Support for Public Health	30,568	0	30,568	
PE01-04 COVID19 Response	59,257	0	59,257	
PE01-05 COVID-19 Local Active Monitoring	0	205,040	205,040	
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	
PE08-04 Ryan White B HIV/AIDS: CARES Act COVID Response	794	0	794	
PE12 Public Health Emergency Preparedness and Response (PHEP)	72,411	0	72,411	
PE12-02 COVID-19 Response	61,773	0	61,773	
PE13-01 Tobacco Prevention and Education Program (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	

HEALTHCARE PREPAREDNESS PROGRAM - BUDGET



General Information:

HPP Region: 6 Agreement #: _____
 Awardee: Hood River County Health Department Date: _____
 Address: _____ Duns #: 055648638
 City, State and Zip: Hood River, OR 97031
 Budget Preparer Name: Patricia Elliott Phone: 541-387-6881 Email: trish.elliott@co.hood-river.or.us
 Authorized Signer Name: Jeff Hecksel Phone: 541-387-6827 Email: jeff.hecksel@co.hood-river.or.us
 Award Year: 07/01/20-06/30/21

Budget Details:

CAPABILITIES & OBJECTIVES			EXPENDITURE CATEGORY:							TOTALS	
			Personal Services	Travel Instate	Travel-Out-of-State	Capital Equipment	Supplies	Contracts	Other		Indirect
Capability 1:	Foundation for Health Care and Medical Readiness	Specific Activity and Use:	NOTE: each Expenditure Category requires additional details - Use the related tabs in this workbook for each Expenditure Category where a budget has been entered.								
C1.01	Establish and Operationalize a Health Care Coalition	Contract cost for Vulnerable Population Response Coordinator								\$0.00	
C1.02	Identify Risk and Needs							\$17,195.00		\$17,195.00	
C1.03	Develop a Health Care Coalition Preparedness Plan									\$0.00	
C1.04	Train and Prepare the Health Care and Medical Workforce									\$0.00	
C1.05	Ensure Preparedness is Sustainable									\$0.00	
Sub-total:			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,195.00	\$0.00	\$0.00	\$17,195.00
Capability 2:	Health Care and Medical Response Coordination	Specific Use:	NOTE: each Expenditure Category requires additional details - Use the related tabs in this workbook for each Expenditure Category where a budget has been entered.								
C2.01	Develop and Coordinate Health Care Organization and Health Care Coalition Response Plans									\$0.00	
C2.02	Utilize Information Sharing Procedures and Platforms							\$8,598.00		\$8,598.00	
C2.03	Coordinate Response Strategy, Resources, and Communications						\$1,500.00			\$1,500.00	
Sub-total:			\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$8,598.00	\$0.00	\$0.00	\$10,098.00
Capability 3:	Continuity of Health Care Service Delivery	Specific Use:	NOTE: each Expenditure Category requires additional details - Use the related tabs in this worksheet for each Expenditure Category where a budget has been entered.								
C3.01	Identify Essential Functions for Health Care Delivery									\$0.00	
C3.02	Plan for Continuity of Operations									\$0.00	
C3.03	Maintain Access to Non-Personnel Resources during an Emergency									\$0.00	
C3.04	Develop Strategies to Protect Health Care Information Systems and Networks									\$0.00	
C3.05	Protect Responders' Safety and Health									\$0.00	
C3.06	Plan for and Coordinate Health Care Evacuation and Relocation									\$0.00	
C3.07	Coordinate Health Care Delivery System Recovery									\$0.00	
Sub-total:			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capability 4:	Medical Surge	Specific Use:	NOTE: each Expenditure Category requires additional details - Use the related tabs in this worksheet for each Expenditure Category where a budget has been entered.								
C4.01	Plan for a Medical Surge							\$8,597.00		\$8,597.00	
C4.02	Respond to a Medical Surge									\$0.00	
Sub-total:			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,597.00	\$0.00	\$0.00	\$8,597.00
Grand Total:			\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$34,390.00	\$0.00	\$0.00	\$35,890.00

Definitions located on BP1 BDT Definitions Tab. Please round all budgets to the nearest dollar. Questions: please contact your Liaison or John Crabtree at 971-673-1094.

C = Capability O = Objective

PLAT OF "TANNER RANCH, PHASE 2" SUBDIVISION

LOCATION OF SURVEY:

THIS IS A REPLAT OF TRACT A OF TANNER RANCH, PHASE 1 SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, THE CITY OF HOOD RIVER, HOOD RIVER COUNTY, OREGON

PAGE 1 OF 2

HOOD RIVER COUNTY SURVEYOR'S OFFICE

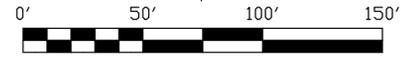
CS# _____

DATE FILED: _____

By: _____

OWNER:
IBC LLC
P.O. BOX 1904
HOOD RIVER, OREGON
97031

ZONING:
U-R-2
URBAN STANDARD DENSITY
RESIDENTIAL



SCALE: 1" = 50'

BASIS OF BEARING:
HOOD RIVER COUNTY SURVEY No.2019024

REGISTERED PROFESSIONAL LAND SURVEYOR

for final review

OREGON
December 30, 2005
ERIK M. CARLSON
72306

Expires: December, 2021

COTTAGE LANE

P.U.D.

LINE	BEARING	DISTANCE
L1	N 89°42'46" E	10.05'
L2	N 00°01'54" E	2.82'
L3	N 89°10'00" W	40.00'
L4	N 89°16'48" W	40.00'
L5	N 89°09'22" W	7.97'
L6	N 89°30'18" E	10.00'
L7	N 89°40'55" E	30.12'
L8	N 50°00'55" E	39.17'
L9	S 63°25'33" E	55.39'
L10	N 00°21'50" E	40.77'
L11	N 00°20'15" E	26.92'
L12	N 00°20'15" E	27.00'
L13	N 00°20'15" E	16.84'
L14	N 89°40'54" E	27.45'
L15	N 89°40'54" E	23.19'
L16	N 89°40'54" E	4.32'
L17	N 00°01'54" W	29.15'
L18	N 00°01'54" W	27.21'
L19	N 00°01'54" W	33.82'
L20	N 89°40'54" E	79.41'
L21	N 00°01'54" E	31.92'
L22	N 00°20'15" E	55.23'
L23	N 00°21'06" E	21.84'
L24	S 89°14'18" E	24.00'
L25	N 89°44'36" E	26.67'
L26	N 00°21'06" E	21.76'
L27	N 89°42'46" E	24.00'
L28	S 89°17'09" E	24.02'
L29	N 00°21'06" E	48.89'
L30	N 89°52'22" E	24.00'

LEGEND:

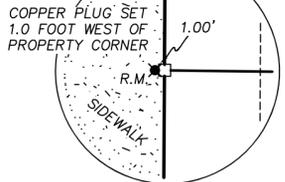
- SET 5/8" IRON ROD WITH CAP, L.S.72306 (3/18/2020)
- ✱ SET 1-5/32" DIAMETER COPPER PLUG, L.S. 72306
NOTE: THESE MONUMENTS HAVE BEEN SET 1.0 FEET WEST OF PROPERTY CORNER, MEASURED AT RIGHT ANGLES.
- ⬢ FOUND 5/8" IRON ROD WITH CAP, L.S.72306, C.S.2019024
- ⬢ FOUND 5/8" IRON ROD WITH CAP, L.S.72306, C.S.2020006
- ⬢ FOUND 5/8" IRON ROD WITH CAP, L.S.72306, C.S.2019049
- ⬢ FOUND 5/8" IRON ROD WITH CAP, L.S.72306, C.S.2020007
- ⬢ FOUND 5/8" IRON ROD WITH CAP, L.S.72306, C.S.2020014
- FOUND MONUMENT OF RECORD AS NOTED ON THE PLAT.
- ⊙ FOUND 1" GAS PIPE, SET ON C.S. 1475
- ⊙ FOUND 1" DIAMETER SURVEY NAIL HEAD IN ASPHALT, SET ON C.S. 2007024
- ⊙ FOUND 5/8" IRON ROD WITH RED PLASTIC CAP, L.S. 72306, SET ON C.S. 2007074
- ⬢ FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP, L.S. 59002, SET ON C.S. 2006024
- CALCULATED BOUNDARY CORNER
- R.M. REFERENCE MONUMENT
- P-1 P-2 PARCEL 1 AND PARCEL 2
- ▨ NEW: 10 FOOT WIDE PUBLIC UTILITY EASEMENT
- ▨ NEW: DEDICATED PUBLIC RIGHT OF WAY

TERRA SURVEYING

P.O. BOX 617
HOOD RIVER, OREGON 97031
PHONE: (541) 386-4531
E-Mail: terra@gorge.net
DATE: AUGUST 24, 2020
PROJECT: 17012PHASE 2
SCALE: 1" = 50'
ASSESSORS MAP: 3N-10E-35BC TL 1300

3" BRASS CAP FOUND AT NW CORNER OF GOV'T LOT 6 AND THE NORTH 1/16 CORNER BETWEEN SECTIONS 34 AND 35

TYPICAL REFERENCE MONUMENT (RM) DETAIL



NOTE: MONUMENTS FROM LOT 1 LOST FROM CONSTRUCTION, RESET ON THIS PLAT.

AN EXISTING 10 FOOT WIDE EXCLUSIVE PUBLIC ACCESS EASEMENT, BENEFITING THE CITY OF HOOD RIVER, CREATED ON PHASE 1.

NEW: 17 FOOT WIDE EXCLUSIVE PUBLIC ACCESS EASEMENT, BENEFITING THE CITY OF HOOD RIVER. SEE PAGE 2 FOR NOTE.

FOUND 1/2" IRON RODS, NO CAP PER C.S.93041 (SEE C.S.2019024 FOR DETAILS.)

AN EXISTING 4 FOOT PERPETUAL EASEMENT FOR THE PURPOSE OF RETAINING WALL SUPPORT GRADING BENEFITING TRACT A OF TANNER RANCH, PHASE 1, CREATED ON PP#2020-03P

NEW: 4 FOOT PERPETUAL PUBLIC DRAINAGE EASEMENT FOR THE PURPOSE STORM DRAINAGE.

FOUND 5/8" IRON ROD, L.S.72306, C.S.2007074.

TAX LOT 1200

EXISTING PRIVATE AGRICULTURAL EASEMENT FOR THE BENEFIT OF TAX LOT 300 FOR THE PURPOSE OF FARMING PRACTICES UNTIL THE FUTURE EXTENSION OF 29TH STREET (PUBLIC) FROM THE NORTH. THIS EASEMENT WAS CREATED ON TANNER RANCH SUBDIVISION, PHASE 1.

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	20.00'	31.25'	N 45°01'52" E	28.16'	89°22'38"
C2	20.00'	31.54'	S 45°08'31" E	28.37'	90°21'08"
C3	20.00'	31.85'	S 45°08'00" W	28.59'	91°15'24"
C4	20.00'	31.27'	S 44°27'05" E	28.18'	89°34'24"
C5	20.00'	31.58'	N 45°31'59" E	28.40'	90°27'27"
C6	20.00'	31.16'	N 44°36'12" W	28.10'	89°16'12"
C7	20.00'	31.30'	N 44°52'20" E	28.21'	89°40'52"
C8	20.00'	31.64'	S 44°58'04" E	28.44'	90°38'20"

1" PIPE FOUND .5' BELOW SURFACE OF GROUND

S 88°08'12" E
1031.25'

PLAT OF TANNER RANCH, PHASE 2 SUBDIVISION

LOCATION OF SURVEY:

THIS IS A REPLAT OF TRACT A OF TANNER RANCH, PHASE 1 SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, THE CITY OF HOOD RIVER, HOOD RIVER COUNTY, OREGON

HOOD RIVER COUNTY SURVEYOR'S OFFICE
CS#
DATE FILED:
BY:

OWNER:
IBC LLC
P.O. BOX 1904
HOOD RIVER, OREGON
97031

NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO PLAT TRACT A OF TANNER RANCH, PHASE 1. THIS TRACT WILL BE SUBDIVIDED INTO 11 LOTS AND ONE TRACT, CREATING PHASE 2 OF TANNER RANCH SUBDIVISION. THE CONTROLLING ELEMENTS OF THIS BOUNDARY WERE RECOVERED 5/8" IRON RODS, L.S.72306 AS PLATTED IN 2019. THESE MONUMENTS WERE RECOVERED BEFORE CONSTRUCTION BEGAN. DURING CONSTRUCTION WE LOST A FEW CORNERS THAT WERE REPLACED AS NOTED. MANY EASEMENTS ARE GRANTED AND THE DEDICATING PUBLIC RIGHT OF WAY SHOWN ON THE FACE OF THIS PLAT.

THE BASIS OF BEARING IS A 3" BRASS CAP MONUMENTING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 35 AND A 5/8" IRON ROD, L.S.72306 FOUND AT THE NORTHWEST CORNER OF DEDICATED 30TH STREET ON TANNER RANCH SUBDIVISION, PHASE 1 (C.S.2019-024).

SURVEYOR'S CERTIFICATE:

I, ERIK M. CARLSON, REGISTERED LAND SURVEYOR FOR THE STATE OF OREGON, BEING FIRST DULY SWORN, DEPOSED AND SAY THAT I HAVE CORRECTLY SURVEYED THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION AND MARKED WITH LEGAL MONUMENTS THE LAND REPRESENTED ON THE PLAT OF "TANNER RANCH, PHASE 2" SUBDIVISION, IN THE CITY OF HOOD RIVER, HOOD RIVER COUNTY, STATE OF OREGON. SAID LAND IS DESCRIBED MORE PARTICULARLY AS FOLLOWS:

TRACT A OF TANNER RANCH, PHASE 1. THE INITIAL POINT OF THIS PLAT IS A 5/8" IRON ROD, L.S.72306 RECOVERED AT THE SOUTHWEST CORNER OF TRACT A.

ERIK M. CARLSON PLS 72306

CITY EASEMENT NOTE:

THE 15 FOOT EXCLUSIVE PUBLIC ACCESS EASEMENT, BENEFITING THE CITY OF HOOD RIVER. PLEASE PROVIDE THE CITY NOTE HERE.

FUTURE IMPROVEMENT NOTE:

LOTS 7-17 ARE SUBJECT TO IMPROVEMENT AGREEMENT INST# RECORDED IN THE DEED RECORDS FOR HOOD RIVER COUNTY FOR FUTURE POST CANYON DRIVE.

NOTE ABOUT TRACT A:

TRACT A IS A PRIVATE STORM WATER FACILITY WITH A PUBLIC STORM WATER AND ACCESS EASEMENT BENEFITING THE CITY OF HOOD RIVER, THE OWNERSHIP WILL BE RETAINED BY THE HOMEOWNERS ASSOCIATION.

RECORDING INFORMATION:

PLAT NUMBER:
INSTRUMENT RECEIVED ON THE DAY
OF 2020 AT M.

HOOD RIVER COUNTY CLERK

APPROVALS:

THE PLAT OF "TANNER RANCH, PHASE 2" SUBDIVISION WAS EXAMINED AND APPROVED BY ME THIS DAY OF 20.

THE PLAT OF "TANNER RANCH, PHASE 2" SUBDIVISION WAS EXAMINED AND APPROVED BY ME THIS DAY OF 20.

HOOD RIVER COUNTY SURVEYOR

CHAIRPERSON HOOD RIVER COUNTY COMMISSIONERS

THE PLAT OF "TANNER RANCH, PHASE 2" SUBDIVISION WAS EXAMINED AND APPROVED BY ME THIS DAY OF 20.

THE PLAT OF "TANNER RANCH, PHASE 2" SUBDIVISION WAS EXAMINED AND APPROVED BY ME THIS DAY OF 20.

CITY OF HOOD RIVER, PUBLIC WORKS AND ENGINEERING DIRECTOR

HOOD RIVER COUNTY COMMISSIONER

THE PLAT OF "TANNER RANCH, PHASE 2" SUBDIVISION WAS EXAMINED AND APPROVED BY ME THIS DAY OF 20.

THE PLAT OF "TANNER RANCH, PHASE 2" SUBDIVISION WAS EXAMINED AND APPROVED BY ME THIS DAY OF 20.

CITY OF HOOD RIVER RECORDER

HOOD RIVER COUNTY COMMISSIONER

THE PLAT OF "TANNER RANCH, PHASE 2" SUBDIVISION WAS EXAMINED AND APPROVED BY ME THIS DAY OF 20.

THE PLAT OF "TANNER RANCH, PHASE 2" SUBDIVISION WAS EXAMINED AND APPROVED BY ME THIS DAY OF 20.

CITY OF HOOD RIVER PLANNING DIRECTOR

HOOD RIVER COUNTY COMMISSIONER

THE PLAT OF "TANNER RANCH, PHASE 2" SUBDIVISION WAS EXAMINED AND APPROVED BY ME THIS DAY OF 20.

THE PLAT OF "TANNER RANCH, PHASE 2" SUBDIVISION WAS EXAMINED AND APPROVED BY ME THIS DAY OF 20.

CITY OF HOOD RIVER MAYOR

HOOD RIVER COUNTY COMMISSIONER

DECLARATION AND DEDICATION:

I, MICHAEL J. KETLER, MANAGING MEMBER OF INTEGRITY BUILDING AND CONSTRUCTION, LLC, DOES HEREBY MAKE, ESTABLISH & DECLARE THE PLAT MAP TO BE A TRUE AND CORRECT MAP OF THE LAND OWNED AND LAID OUT AS THE SUBDIVISION PLAT OF "TANNER RANCH, PHASE 2" AND HAS CAUSED THE SUBDIVISION TO BE PREPARED AND THE PROPERTY SUBDIVIDED IN ACCORDANCE WITH THE PROVISIONS OF ORS CHAPTER 92. SAID LAND BEING MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HERETO ANNEXED AND SAID OWNER DOES HEREBY DEDICATING PUBLIC ROADS AND GRANTING PUBLIC AND PRIVATE EASEMENTS AS SHOWN ON SUCH PLAT.

MANAGING MEMBER OF INTEGRITY BUILDING AND CONSTRUCTION, LLC.

ACKNOWLEDGMENT:

STATE OF OREGON)
COUNTY OF HOOD RIVER)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS DAY OF 2020, BEFORE ME A NOTARY PUBLIC FOR THE STATE OF OREGON, PERSONALLY APPEARED MICHAEL J. KETLER AS MANAGING MEMBER OF INTEGRITY BUILDING AND CONSTRUCTION, LLC, BEING FIRST DULY SWORN, SAID THAT HE DID ACKNOWLEDGE THIS INSTRUMENT OF HIS FREE AND VOLUNTARY ACT.

PRINT NAME OF NOTARY

SIGNATURE OF NOTARY

NOTARY PUBLIC- OREGON

COMMISSION NO:

MY COMMISSION EXPIRES:

APPROVALS:

THE DIRECTOR OF RECORDS AND ASSESSMENTS, AND THE DIRECTOR OF BUDGET AND FINANCE AND TAX COLLECTOR, RESPECTIVELY, OF HOOD RIVER COUNTY, OREGON, HEREBY CERTIFY THAT WE HAVE EXAMINED THE PLAT OF "TANNER RANCH, PHASE 2" IN THE COUNTY OF HOOD RIVER AND THAT THE NAME ADOPTED FOR SAID PLAT IS A PROPER NAME AND NOT INCLUDED IN ANY OTHER SUBDIVISION IN HOOD RIVER COUNTY, AND FURTHER CERTIFY THAT ALL ASSESSMENTS DUE HEREON HAVE BEEN FULLY PAID AS REQUIRED BY LAW AND WE HEREBY APPROVE SAID PLAT.

HOOD RIVER COUNTY DIRECTOR OF BUDGET AND FINANCE, TREASURER/TAX COLLECTOR

HOOD RIVER COUNTY DIRECTOR OF RECORDS AND ASSESSMENTS

REFERENCES:

- FILED IN THE OFFICE OF THE HOOD RIVER COUNTY SURVEYOR.
C.S. No. 1475, PLAT OF CERTAIN TRACTS FOR R.W. ORDWAY BY JOHN LELAND HENDERSON. DATED JULY 1909.
C.S. No. 2006024, SURVEY FOR COTTAGE HOUSING, LLC BY KLEIN AND ASSOCIATES L.S. 59002. FILED MARCH 30, 2006.
C.S. No. 2007024, PLAT OF HAWK MEADOWS SUBDIVISION BY TERRA SURVEYING L.S. 1815. FILED MARCH 6, 2007.
C.S. No. 2007074, PLAT OF COTTAGE LANE P.U.D. BY TERRA SURVEYING L.S. 72306. FILED JULY 5, 2007.
C.S. No. 2008017, BOUNDARY AND RE-PLAT SURVEY OF COTTAGE LAND P.U.D. BY TERRA SURVEYING L.S. 72306. FILED MARCH 24, 2008.
C.S. No. 2019024, SUBDIVISION PLAT OF TANNER RANCH, PHASE 1 BY TERRA SURVEYING L.S. 72306. FILED MAY 23, 2019.
C.S. No. 2019049, PARTITION PLAT NO. 201911P BY TERRA SURVEYING L.S.72306. FILED DECEMBER 11, 2019.
C.S. No. 2020006, PARTITION PLAT NO. 202002P BY TERRA SURVEYING L.S.72306. FILED FEBRUARY 27, 2020.
C.S. No. 2020007, PARTITION PLAT NO. 202003P BY TERRA SURVEYING L.S.72306. FILED FEBRUARY 27, 2020.
C.S. No. 2020014, PARTITION PLAT NO. 202005P BY TERRA SURVEYING L.S.72306. FILED APRIL 15, 2020.
C.S. No. 2020023, PARTITION PLAT NO. 202007P BY TERRA SURVEING L.S.72306, FILED MAY 26, 2020.

EASEMENTS ON PRELIMINARY TITLE REPORT (ORDER NO. 19-0003ED, DATED MARCH 17, 2020):

- 3) BOOK K, PAGE 627, PRIVATE EASEMENT RESERVATION FOR THE PURPOSES OF WELL AND PIPELINE BENEFITING SUBJECT PROPERTY. MAY 7, 1904. LOCATION IS NON-SPECIFIC.
4) BOOK 41, PAGE 134, PRIVATE POWER LINE EASEMENT BENEFITING PACIFIC POWER AND LIGHT COMPANY. AUGUST 19, 1949. NO LOCATION GIVEN.



for review



Expires: December, 2021

TERRA SURVEYING

P.O. BOX 617
HOOD RIVER, OREGON 97031
PHONE: (541) 386-4531
E-Mail: terra@gorge.net

DATE: AUGUST 24, 2020

PROJECT: 17012

SCALE: 1" = 50'

ASSESSORS MAP: 3N-10E-35BC TL 1300

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: September 21, 2020 **DEPARTMENT:** Administration **NAME:** Jeff Hecksel

SUBJECT: Oregon Dept of Veterans Affairs (ODVA) Grant Application

AUTHORITY: ORS: _____ OAR: _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

The County has applied for a grant from the ODVA for funding for several fiscal years which serves as the main funding source for the Veterans Services function within the County. This year is no exception. We have been notified the funding amount from the State will be reduced this year and understand that amount is in flux from what was provided on the application therefore a budget adjustment will most likely be coming at a future meeting to adjust the revenue and expenditures accordingly.

We have received an extension from ODVA to submit the application since this meeting is outside of the deadline date for application submission.

ATTACHMENTS: Other 1

FISCAL IMPACT:

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

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

RECOMMENDATION OF THE DEPARTMENT:

ADMINISTRATION RECOMMENDATION:

Authorize the County Administrator to sign the ODVA grant application to request State funding for the County Veterans Services program FY 20/21.

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



Oregon

Kate Brown, Governor



Department of Veterans' Affairs

700 Summer St NE

Salem, OR 97301-1285

800-828-8801 | 503-373-2085

www.oregon.gov/odva

8/25/2020

Mike Oates
Chair, Hood River County Commissioners

Dear Chair Oates:

The Oregon Department of Veterans' Affairs (ODVA) mission is to serve and honor veterans through our leadership, advocacy and strong partnerships. We recognize that we cannot carry out our mission without the direct efforts of the County Veteran Service Officers (CVSOs).

Due to the shortfall of revenue from the COVID-19 pandemic, the Oregon Legislature met on August 10, 2020, in Special Session to address the State's budget. The Legislature approved budget reductions impacting multiple agencies and programs. Specifically, Senate Bill 5723 reduced pass-through funding for all County Veteran Service Office Programs by \$358,325 (Lottery Funds). Compared to the distribution amounts from the prior year, this results in an approximate 7.93% reduction in CVSO pass-through payments for the current fiscal year (July 1, 2020 – June 30, 2021). For your planning purposes, please note that due to the current economic uncertainty, ODVA may be required to implement additional budget reductions in the future.

Attached is the fiscal year 2021 county application for ODVA pass-through funds to expand and enhance County Veteran Services. This application includes adjusted ODVA funds and carry forward funds from your reported unspent funds in the 4th quarter of FY 2020. When identifying carry forward amounts, ODVA is considering the statutory requirements around the appropriation of these dedicated funds and their uses.

Please complete and submit the following documents to ODVA at CVSO-NSOFunding@ODVA.state.or.us no later than 9/15/2020:

- Completed application for ODVA pass-through funds, signed by a County Commissioner or County Judge.
- A copy of the approved budget for the County Veteran Services Office for FY 2021 (July 1, 2020 - June 30, 2021), including any unspent Veteran Services funds carried forward from FY 2020 (July 1, 2019 – June 30, 2020).
- If changes have been made to the prior fiscal year since submitting the FY 2020 4th quarter report, provide actual revenue and expenditures. This only needs to be included if significant changes have occurred since you submitted the fourth quarter report.
- If the county contracts for the provision of veteran services, a signed copy of the contract (see section on contracting below).

Fund distributions are made quarterly, upon receipt of expenditure and activity reports submitted no later than the last business day of the month following the end of the quarter. All forms must be signed by an individual authorized by the county.

Note: During the COVID-19 pandemic while widespread remote work limits the ability to get wet signatures in a timely manner this requirement has been waived as long as the designated signatory is copied on the email submission of the report and has verified they reviewed the report before submission.

County Contracting for Veteran Services. A county may contract for veteran services. The written contract must include specific deliverables that meet the criteria in ORS 406.450 and ORS 408.410. A county may only use state pass-through funding for a purpose listed in statute. Any such contract must be sent to ODVA within 30 days of its execution.

For assistance with this process, please contact Brenna Bandstra, Statewide Veteran Services at (503) 373-2090 or at bandstb@odva.state.or.us

We sincerely thank you for the services you provide to Oregon's veterans and their families, and we look forward to our continued partnership. Please do not hesitate to let me and our team know how we can continue to improve our service to you and our veterans.

Sincerely,



Sheronne Blasi
Statewide Veteran Services, Director

Enclosures:
County Application for ODVA Pass-Through Funds



This is a fillable form. Save the form to your computer, complete the form, print, sign, scan and send electronically.

A county must complete and submit this form along with the required documents listed below to the Oregon Department of Veterans' Affairs **no later than** Click or tap to enter a date. in order to receive state funds for the county's veteran services office. Please submit the documents to: CVSO-NSOFunding@ODVA.state.or.us.

SUBMIT TO: CVSO-NSOFunding@ODVA.state.or.us

TIME PERIOD

July 1, 2020 to June 30, 2021

CONTACT INFORMATION

Oregon Department of Veterans' Affairs Statewide Veteran Services
700 Summer St NE Salem, OR 97301-1285
For questions, please call: (503) 373-2090

COUNTY

Hood River

Budgeted Revenue for July 1, 2020 to June 30, 2021

ITEM	AMOUNT
County Funds	\$ 32,290
Carry forward of unspent budgeted funds from previous fiscal year <i>(if applicable)</i>	\$ 6,831
ODVA Funds for 2020-21	\$ 74,440
Other Funds <i>(Identify source)</i> United Way	\$ 12,000
TOTAL REVENUE	\$ 125,561

Budgeted Expenditures for July 1, 2020 to June 30, 2021

TOTAL BUDGETED EXPENDITURES \$ 131,802

(NOTE: Budgeted expenditures should match budgeted revenue)

Required Documents

- A copy of the approved budget for county veterans services office for the fiscal year 2021.
- A copy of the actual revenue and expenditures for the prior fiscal year, **if changed since submission with fourth quarter report.**
- *A description of the planned use of the carry-forward funds from FY 2020, if applicable.*
- If the county contracts for the provision of veteran services, attach a signed copy of the contract.

CERTIFICATION

By my signature below, I hereby certify the following: the county is applying for funds for the county veterans' service office from the Oregon Department of Veterans' Affairs; the county will use these funds only as provided in ORS 406.310 and ORS 406.450 – 406.460; the county will comply with the Oregon Administrative Rules in Chapter 274, Division 030 that govern these funds; and the county will submit quarterly reports of activities and expenditures to the Oregon Department of Veterans' Affairs no later than the 30th day of the month following the end of each quarter.

Printed Name of County Commissioner/Judge (or designee)

Jeff Hecksel

Signature of Authorized County Representative named above

Date Signed

Title of Signer

County Administrator

Email Address

jeff.hecksel@co.hood-river.or.us

Telephone Number

541-387-6827

ODVA APPROVED FOR FUNDING

Authorized Signature

Date

General Fund	Veterans Service				2019/2020	2019/2020			
		2017/2018	2018/2019	2019/2020	6 Month	Year End	2020/2021	2020/2021	2020/2021
Account #	Description	Actual	Actual	Budget	Actual	Estimates	Proposed	Approved	Adopted
Revenue									
101-5101-335-10-32	Oregon Veterans Services	79,838	80,833	69,990	-	69,990	80,833	80,833	80,833
101-5101-338-10-23	Local Grants						12,000	12,000	12,000
Total Revenue		79,838	80,833	69,990	-	69,990	92,833	92,833	92,833
Personnel Services									
101-5101-419-13-17	Veterans Service Officer	42,762	39,751	43,333	20,184	43,333	49,098	49,098	49,098
101-5101-419-15-01	FICA/Medicare	3,195	2,933	3,549	1,521	3,549	3,756	3,756	3,756
101-5101-419-15-02	Workers Compensation	92	45	51	(14)	51	54	54	54
101-5101-419-15-03	Retirement	4,067	3,847	6,360	1,109	6,360	6,732	6,732	6,732
101-5101-419-15-04	Medical/Dental/Life	6,893	1,415	25	4	25	1,290	1,290	1,290
101-5101-419-15-05	SUTA	43	40	46	20	46	49	49	49
101-5101-419-15-06	VEBA	-	-	-	45		1,500	1,500	1,500
101-5101-419-15-90	PERS - In Lieu	1,227	2,151	2,524	989	2,524	2,671	2,671	2,671
Total Personnel Services		58,279	50,182	55,888	23,858	55,888	65,150	65,150	65,150
Materials & Services									
101-5101-419-35-01	Computer Equipment	-	1,464	1,000	124	1,000	500	500	500
101-5101-419-35-02	Computer Software	798	223	1,000	173	1,000	1,000	1,000	1,000
101-5101-419-40-15	Client Services	36,172	45,158	36,402	20,124	36,402	43,152	43,152	43,152
101-5101-419-40-18	Contract Services - Prof	858		-	4,875	4,875			
101-5101-419-40-48	Program Services	3,226	2,732	3,000	355	3,000	8,500	8,500	8,500
101-5101-419-45-15	Dues & Subscriptions	2,476	1,329	1,500	1,592	1,592	1,500	1,500	1,500
101-5101-419-45-32	Meetings & Conferences	1,667	204	1,000	2,102	2,500	2,500	2,500	2,500
101-5101-419-45-59	Telephone - Service Costs	504	491	600	281	600	600	600	600
101-5101-419-45-62	Training	565	412	500	302	500	6,700	6,700	6,700
101-5101-419-50-05	Office Equipment	200	200	500	-	500	500	500	500
101-5101-419-50-06	Office Supplies	946	17,015	1,300	881	1,300	1,300	1,300	1,300
101-5101-419-55-01	Vehicle - Fuel/Mileage	-	40	600	-	600	400	400	400
Total Materials & Services		47,412	69,268	47,402	30,809	53,869	66,652	66,652	66,652
Total Expenditures		105,691	119,450	103,290	54,667	109,757	131,802	131,802	131,802

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: September 10, 2020 **DEPARTMENT:** Forestry

SIGNATURE: Brent Kallander

SUBJECT: Approval of Timber Sale Results of September 10, 2020

AUTHORITY: *ORS 275.340*

OAR

COUNTY ORD.

BACKGROUND/SUMMARY OF SUBJECT:

Hood River County Forestry Department held a sealed bid Timber Sale on September 10, 2020 with the following results:

Northwest Salvage-2020 Sale #20-14 volumes - DF 20 MBF @ \$257.00/MBF; WF & O 10 MBF @ \$158.00/MBF to J W Logging, LLC.

FISCAL IMPACT- *BUDGET LINE ITEM: 406-1808-395.90-02* *ACCOUNT BALANCE: \$ 6,720.00*

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:

Approve the sale of:

Northwest Salvage-2020 Sale #20-14 to J W Logging, LLC.

ADMINISTRATION RECOMMENDATION/COMMENTS:

Award the Northwest Salvage-2020 Sale #20-14 to the highest bidder: JW Logging, LLC

FOLLOW UP:

ORD/RESO/AGMT/ORDER ETC: ORIGINALS TO R&A AND COPIES TO:

COPIES ALL INFO:

COPIES ARF ONLY:

All Departments



Hood River County Forestry Department

918 18th Street, Hood River, OR 97031

Douglas M. Thiesies, County Forest Manager

Telephone (541) 387-6888

TIMBER SALE SUMMARY

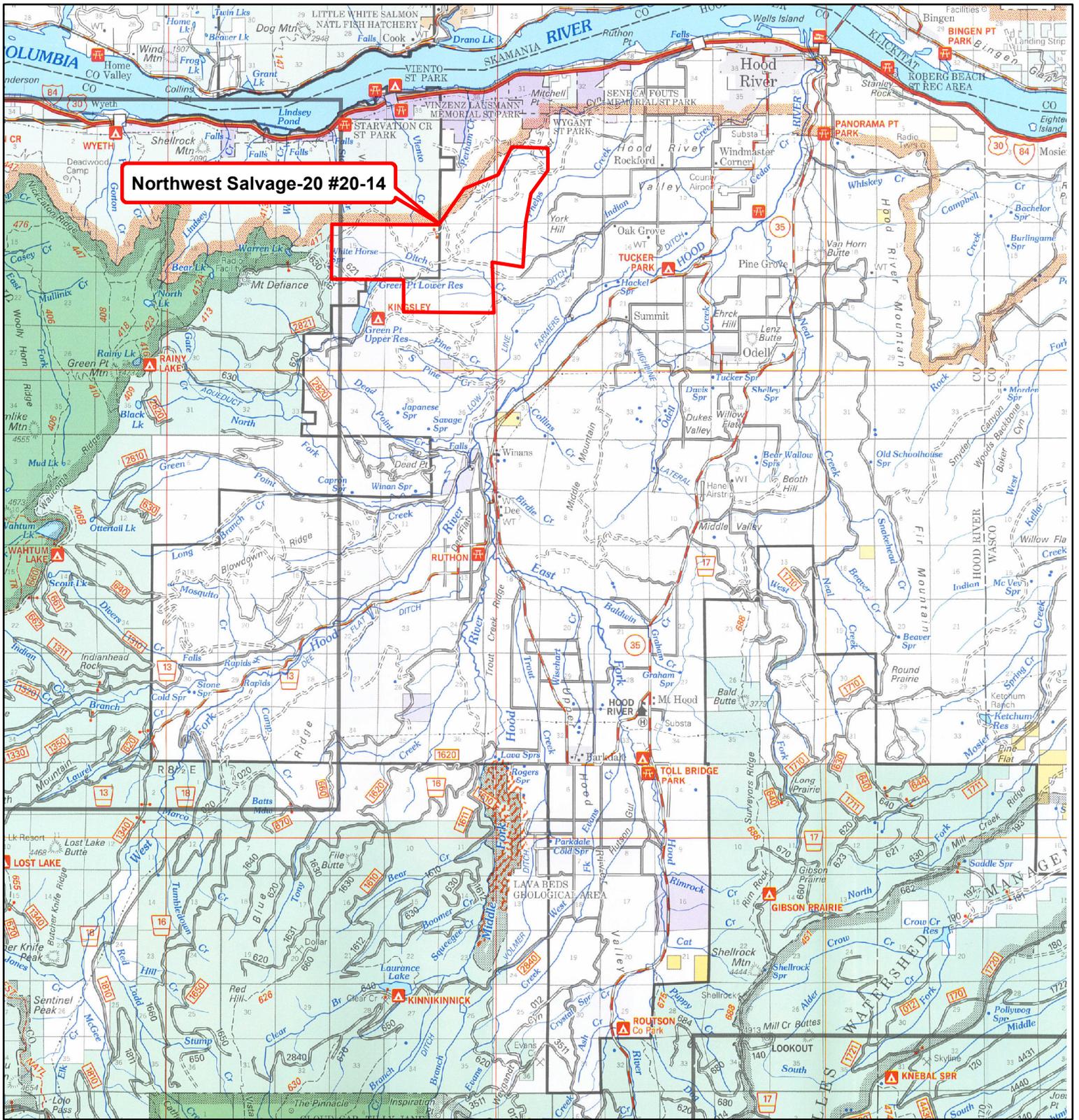
The results of the Hood River County Forestry Department sealed bid timber sale on September 10, 2020 are as follows:

Northwest Salvage-2020 #20-14

Expires 12/31/2020

Bidder	Douglas-fir 20 MBF	White Fir & Others 10 MBF	Total 30 MBF
MINIMUM	\$256.00	\$157.00	\$6,690.00
J W Logging, LLC	\$257.00	\$158.00	\$6,720.00

Bold = High Bidders



HOOD RIVER COUNTY
TIMBER SALE VICINITY MAP
SEALED BID SALE
Sale Date: Thursday, September 10, 2020
County: Hood River, Oregon

Prepared By: Hood River County Forestry Dept.

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

PROPRIETARY INFORMATION: Any resale of this information is prohibited, except in accordance with a licensing agreement.



NEW BUSINESS

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: September 21, 2020 **DEPARTMENT:** Administration **NAME:** Jeff Hecksel

SUBJECT: Multi-Jurisdictional Parks, Recreation & Open Space "Parks Plan for All"

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

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

The County was the applicant for a grant that served to facilitate the development of a multi-jurisdictional master plan for parks and recreation in the Hood River Area. The HRV Parks & Recreation District was the lead on this project and in conjunction with citizens and participants representing the City and Port of Hood River as well as the County a Plan has been developed.

We are proposing adopting a Resolution that accepts the Plan. Accepting the plan will not amend the County's Comprehensive Plan or land use regulations but can serve as a guide in future legislative amendments of these documents and future land use and management decisions related to recreational areas with in the County.

The City of Hood River has also passed a similar Resolution.
To review the Plan please visit: <https://hoodriverparksandrec.org/master-plan>

ATTACHMENTS: None 0

FISCAL IMPACT:

A link to the document has been placed on the Agenda as the document is quite large.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

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

RECOMMENDATION OF THE DEPARTMENT:

ADMINISTRATION RECOMMENDATION:

Approve and sign a Resolution accepting the Hood River Area Multi-Jurisdictional Parks, Recreation & Open Space "Parks Plan for All" as presented.

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

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

**ACCEPTING THE HOOD RIVER AREA)
MULTI-JURISDICTIONAL PARKS,)
RECREATION & OPEN SPACE “PARKS) RESOLUTION NO. _____
PLAN FOR ALL”)**

WHEREAS, Hood River County owns and operates numerous public parks to satisfy the recreation needs of residents of and visitors to the County; and

WHEREAS, the Hood River Valley Parks & Recreation District, City of Hood River, Port of Hood River and Hood River Valley School District also provide recreational facilities for the benefits of residents of and visitors to Hood River County; and

WHEREAS, the County’s Goal 8 Recreational Plan was adopted in 1984 into the County Comprehensive Plan; and

WHEREAS, Hood River County has not adopted a parks and recreation master plan; and

WHEREAS, Hood River County applied to the Oregon Parks & Recreation District’s Local Governmental Grant Program to facilitate the development of a multi-jurisdictional master plan for parks and recreation in the Hood River area; and

WHEREAS, the planning process included an extensive community engagement effort including community meetings, community survey, stakeholder discussions, focus groups, and information booths at public events that produced input from approximately 1,400 individuals; and

WHEREAS, the County dedicated staff time to the cooperative planning process to develop a multi-jurisdictional master plan for parks and recreation and participated in a Technical Advisory Group; and

WHEREAS, the August 2020 draft of the multi-jurisdictional plan includes recommendations for collaboration with other recreation facility providers to plan, build, and sustain a system of parks and trails to provide recreational opportunities for residents of and visitors to the Hood River area; and

WHEREAS, the multi-jurisdictional plan does not amend the County's Comprehensive Plan or land use regulations, but it can inform future legislative amendments of these documents and future land use and management decisions related to recreational areas within the County; and

NOW, THEREFORE, BE IT RESOLVED, that Hood River County accepts the August 2020 draft of the Multi-jurisdictional Parks, Recreation & Open Space "Parks Plan for

All" as guidance for future County planning, management and financing efforts related to recreational use areas, county parks, and pedestrian and bicycle trails.

Adopted this 21st day of September 2020 by the Hood River County Board of Commissioners.

Michael J. Oates, Chair

Karen Joplin, Commissioner

Rich McBride, Commissioner

Robert Benton, Commissioner

Les Perkins, Commissioner

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: September 21, 2020 **DEPARTMENT:** Human Resources **NAME:** Cheryl Berger

SUBJECT: Law Enforcement Association (LEA) Union Contract

AUTHORITY: ORS: _____ OAR: _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

The County had gone to arbitration to settle the Law Enforcement Union Contract in July and were notified of ERB's decision the last week of August. ERB ruled in favor of LEA.

Attached is the Union Contract representing that decision. The main areas affected are wages and certificate pay. Please see attached summary of changes and cost associated with the ERB decision.

ATTACHMENTS: Other 0

FISCAL IMPACT:

A link to the document has been placed on the Agenda as the document is quite large.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

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

RECOMMENDATION OF THE DEPARTMENT:

ADMINISTRATION RECOMMENDATION:

Approve and sign the Law Enforcement Association (LEA) Union Contract as presented.

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

2019-2022 LEA Agreement Summary

- 1) Article 3 – Section 1. Removed Association Rights – Dues Language – and updated to support 2018 Janus v. AFSCME Ruling.
- 2) Article 5 – Section 2. Removed language that withheld final pay pending return of all County issued items issued.
- 3) Article 7 – Section 4. Updated Sick Leave language to reflect approved FMLA/OFLA language. (Definition of “Immediate Family”)
- 4) Article 7 – Section 6. Updated Bereavement Leave language to OFLA compliant language.
- 5) Added Article 14 Section 11 – County requested addition of language outlining position used : “SAR Coordinator”. Position used, however, parameters for filling/pay were previously undefined.
- 6) Added Article 15 – Language around pay/overtime while attending Recruit Schools. Language recommended by Sheriff English – taken from OSP Contract.
- 7) LEA Arbitration found in favor of Sheriff Office updated last best offer:
 - a) Sheriff Office Deputies: Fiscal Year 2019-2020 increase salary 6%, Fiscal Year 2020-2021 increase salary 6%, Fiscal Year 2021-2022 increase salary 6%
 - b) 911 Dispatch, Civil Deputy, Animal Control: Fiscal Year 2019-2020 increase salary 3%, Fiscal Year 2020-2021 increase salary 3.5%, Fiscal Year 2021-2022 increase salary 3.5%
 - c) Certification rates changed to:
 - a. Intermediate – 4% on base salary monthly
 - b. Advanced – 8% on base salary monthly

TOTAL 3-Year Cost for Item #7: \$378,592.31

blair@bvlawfirm.com

DAVID M. BLAIR
ARBITRATOR
16103 SW 1ST STREET
SHERWOOD, OREGON 97140

(503) 406-2610
Direct
Fax
(503) 655-7169

August 28, 2020

CERTIFIED MAIL
No. 7011-0110-0002-4931-4952

Employment Relations Board
Old Garfield School Building
528 Cottage Street NE, Suite 400
Salem, OR 97301-3807

RECEIVED

AUG 31 2020

EMPLOYMENT
RELATIONS BOARD

Re: **Interest Arbitration**
Hood River County / Hood River County Law Enforcement Assn.

Dear Sir or Madam,

Enclosed you will find the **Interest Arbitration Award** for the above noted parties pursuant to ORS 243.746(5).

A copy of the Award is being delivered this date to the parties via Certified Mail as noted below together with an advance electronic copy at each of the parties' address of record.

Should you have any questions, please let me hear from you.

Sincerely,



David M. Blair

c: Bruce Bischof
c/o Hood River County
Certified Mail No. 7011-0110-0002-6489-3454
laborlaw@managementlaw.net

Jamie B. Goldberg
c/o Hood River County Law Enforcement Assn.
Certified Mail No. 7011-0110-0002-6489-3461
Jamie.code3law@gmail.com

INTEREST ARBITRATION

BETWEEN

Hood River County

and

Hood River County Law Enforcement
Association

County,

Association.

BEFORE ARBITRATOR
DAVID M. BLAIR

FINDINGS, OPINION AND
ORDER

Representing the Association:

Jaime B. Goldberg
Attorney at Law
Garrettson, Gallagher, Fenrich & Makler, P.C.
5530 SW Kelly Avenue
Portland, OR 97239
jamie.code3law@gmail.com

Representing the Employer:

Bruce Bischof
Attorney at Law
747 SW Mill View Way
Bend, OR 97702
laborlaw@managementlaw.net

Arbitrator:

David M. Blair
Arbitrator
16103 SW 1st Street
Sherwood, OR 97140
Tualatin, OR 97062
(503) 406-2610
blair@bvlawfirm.com

Hearing location:

Hood River County Offices
Hood River, Oregon

Hearing:

June 23, 2020

Hearing closed with briefs:

August 7, 2020

Date of this Award:

August 28, 2020

Witnesses for the Association: Matt English
Travis Paulsen
Kyle Cozad
Dylan Lerch
Jesus Pulido

Witness for the Employer: Cheryl Berger

INTRODUCTION

The Hood River County Law Enforcement Association hereinafter referred to as the “Association,” is the exclusive bargaining representative for Dispatch, Civil Deputy, Animal Control and Deputy Sheriff classifications employed by Hood River County hereinafter referred to as the “County.”

The parties were unable to settle all terms and conditions of a successor Collective Bargaining Agreement (“CBA”) which expired on June 30, 2019. As a result, the parties each submitted their last best offer (“LBO”) to the arbitrator pursuant to statute as provided in ORS 243.746, hereinafter “Statute.” An Interest Arbitration hearing was scheduled for and conducted on June 23, 2020 in Hood River, Oregon. The arbitrator heard testimony from both parties and received the evidence presented at that time. The parties agreed to submit post-hearing briefs electronically to the arbitrator on July 24, 2020. This deadline was extended to August 7, 2020 by the agreement of the parties, at which time the hearing was deemed to have been concluded.

As the present matter involves the resolution of the parties’ CBA, both parties are deemed to share an equal burden of persuasion upon the arbitrator in order for the arbitrator to award one party their LBO to conclude their negotiations.¹ The parties agreed that the Association would present all of its arguments first.

¹ The Statute does not assign either party with the burden of persuasion though earlier arbitrators have acknowledged a higher degree of persuasion upon a party seeking a change from the status quo.

Each party presented their LBO to the arbitrator prior to the scheduled hearing without objection. The parties agreed that there was a single issue in dispute between the parties involving the wages for the bargaining unit including the base pay adjustments for the intermediate and advance certifications available to the Sheriff Deputies. The parties stipulated to the acceptance of the Association's 16 exhibits and the County's 3 exhibits as presented to the arbitrator at the onset of the hearing while reserving the right to examine and address each exhibit as needed. The arbitrator's review will focus solely on the unresolved issue presented here as required by Statute while addressing each of the parties' respective arguments.

LAST BEST OFFERS

Association's LBO

Article 14 – Compensation, Section 1:

July 1, 2019

3.0% adjustment for Dispatch, Civil Deputy and Animal Control classifications

6.0% adjustment for Deputy Sheriff

July 1, 2020

3.5% adjustment for Dispatch, Civil Deputy and Animal Control classifications

6% adjustment for Deputy Sheriff

July 1, 2021

3.5% adjustment for Dispatch, Civil Deputy and Animal Control classifications

6.0% adjustment for Deputy Sheriff

Article 14 – Compensation, Section 4:

4% additional Base Pay adjustment for intermediate DPSST Certification

8% additional Base Pay adjustment for Advanced DPSST Certification

County's LBO

Article 14 – Compensation, Section 1:

July 1, 2019

3% wage adjustment for all classifications inclusive of Sheriff Deputy

July 1, 2020

COLA increase by preceding January's All Cities CPI-W (minimum 3% - maximum 5%)

July 1, 2021

COLA increase by preceding January's All Cities CPI-W (minimum 3% - maximum 5%)

Article 14 – Compensation, Section 4:

3% additional Base Pay adjustment for intermediate DPSST Certification

5% additional Base Pay adjustment for Advanced DPSST Certification

STATUTORY EVALUATORY CRITERIA

The arbitrator in an Interest Arbitration is empowered to settle the remaining issue(s) in dispute pursuant to ORS 243.746. Such review and decision is to be based on the following criteria:

243.746 (4) Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, unresolved mandatory subjects submitted to the arbitrator in the parties' last best offer packages shall be decided by the arbitrator. Arbitrators shall base their findings and opinions on these criteria giving first priority to paragraph (a) of this subsection and secondary priority to paragraphs (b) to (h) of this subsection as follows:

(a) The interest and welfare of the public.

(b) The reasonable financial ability of the unit of government to meet the costs of the proposed contract giving due consideration and weight to the other services, provided by, and other priorities of, the unit of government as determined by the governing body. A reasonable operating reserve against future contingencies, which does not include funds in contemplation of settlement of the labor dispute, shall not be considered as available toward a settlement.

(c) The ability of the unit of government to attract and retain qualified personnel at the wage and benefit levels provided.

(d) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other paid excused time, pensions, insurance, benefits, and all other direct or indirect monetary benefits received.

(e) Comparison of the overall compensation of other employees performing similar services with the same or other employees in comparable communities. As used in this paragraph, "comparable" is limited to communities of the same or nearest population range within Oregon. Notwithstanding the provisions of this paragraph, the following additional definitions of "comparable" apply in the situations described as follows:

(A) For any city with a population of more than 325,000, "comparable" includes comparison to out-of-state cities of the same or similar size;

(B) For counties with a population of more than 400,000, “comparable” includes comparison to out-of-state counties of the same or similar size;
(C) Except as otherwise provided in subparagraphs (D) and (E) of this paragraph, for the State of Oregon, “comparable” includes comparison to other states;
(D) For the Department of State Police troopers, “comparable” includes the base pay for city police officers employed by the five most populous cities in this state; and
(E) For Department of State Police telecommunicators, as defined in ORS 181A.355, “comparable” includes the base pay for telecommunicators employed by the five public safety answering points in this state, as defined in ORS 403.105, with the most employees.

(f) The CPI-All Cities Index, commonly known as the cost of living.

(g) The stipulations of the parties.

(h) Such other factors, consistent with paragraphs (a) to (g) of this subsection as are traditionally taken into consideration in the determination of wages, hours, and other terms and conditions of employment. However, the arbitrator shall not use such other factors, if in the judgment of the arbitrator, the factors in paragraphs (a) to (g) of this subsection provide sufficient evidence for an award.

POSITION OF THE PARTIES

Association’s Position

The Association put forth a number of arguments in support of its LBO as reviewed against the required statutory criteria. They are as follows:

A. RECRUITMENT AND RETENTION

The Association highlights the County’s inability to attract and retain qualified employees as an overriding factor in determining the interest and welfare of the public. The Association contends that such problem is so acute that all other considerations aside its’ LBO must be selected.

(1) Sheriff Deputies are leaving the County for more favorable employment where compensation is significantly greater, and the County is unable to replace these Sheriff Deputies with qualified personnel.

(2) The County is expending hundreds of thousands of dollars training Sheriff Deputies only to lose them to other law enforcement agencies.

(3) The County has the economic resources necessary to adopt the Association's LBO as supported by the taxpayers.

The foregoing considerations should be sufficiently compelling, but should more be needed, then the arbitrator will find that a correct analysis of comparable Counties will support the Association's LBO.

B. COMPARABLE JURISDICTIONS

The Association believes that with the correction of a math error in the County's comparable data and a correct interpretation of ORS 243.746(4)(e), both the Association and County comparables will support the Association's LBO.

County's Position

The County argues that their LBO is appropriate for the following reasons.

A. COUNTY'S FINANCIAL INABILITY TO PAY

The County acknowledges that in May of this year the taxpayers of Hood River County approved a five year Local Option Tax for Public Safety (hereinafter "Levy"), but that such Levy merely served to permit 24/7 services with a full compliment of personnel and was not intended to address any negotiated wage settlement (presumably including any findings through Interest Arbitration) and that the County has operated in a deficit since 2006. In short, the County contends that its ability to pay is purely subjective in nature and should not be considered by the arbitrator.

B. RETENTION ISSUES ARE NOT DUE TO SUBSTANDARD WAGES

The County does not disagree that it has experienced a fair amount of turn over within the Sheriff's office. However, the County does take umbrage over the Association's assertion that such dilemma is driven largely due to the substandard wages for its' Deputy Sheriffs and cites many examples of Deputy Sheriffs leaving the County for reasons other than wages.

C. COMPARABLE JURISDICTIONS

The County contends that the Association failed to follow the appropriate statutory guidelines established by the legislature when preparing its list of comparable counties. The arbitrator is urged to follow the finding put forth by Arbitrator Duffy in *City of Grant's Pass and the Grant's Pass Police Association (2016 IA)* where only counties of a similar size should be considered. Using this standard, the County's LBO is within reasonable comparable perimeters.

FINDINGS

The Statute sets forth the perimeters by which the interest arbitrator is to fulfill their duty to the public when selecting a LBO. The first criteria is to determine which offer is in the interest and welfare of the public. See ORS 243.746(4)(a). The six criteria that follow are secondary factors addressed in full above. See ORS 243.746(4)(b)-(h).²

The arbitrator will address each of the disputed factors addressed by the parties.

1. Interest and Welfare of the Public

The Association contends that the primary factor involving the interest and welfare of the public should favor the Association's LBO on the basis of overwhelming evidence found in one of the secondary criteria, namely, recruitment and retention. See ORS 243.746(4)(c).

The County argues that the interest and welfare of the public is totally subjective and really only takes shape when factoring in all relevant criteria set forth in Sections 243.746(4)(b)-(g). The majority of interest arbitrators would agree with this position.

The arbitrator will explore each of the relevant secondary factors raised by the parties in order to determine which of the LBO's best satisfies the primary criteria - that being the interest and welfare of the public.

² ORS 243.746(4)(h) is generally not considered one of the criteria that follows the public interest and welfare requirement found in ORS 243.746(4)(a). Subsection (h) merely allows for an expanded view of the six criteria if such expansion is consistent with the existing criteria and the interest arbitrator is unable to render a reasoned decision utilizing the six specific stated criteria alone.

2. Ability to Pay

The Association asserts that the County failed to raise the argument or present evidence to support an inability to pay for that which the Association has proposed in its LBO. The arbitrator acknowledges that the County did not present any testimony regarding such affordability argument during the course of the hearing but did raise such point in its Consolidated Argument and Explanatory Statement³ as well as in its post-hearing brief. In particular, the County asserts that it has operated in a deficit since 2006. Additionally, the County contends that the arbitrator is precluded from considering the funds made available to the County by the Levy pursuant to Section 243.746(4)(b) as any funds in excess of its current operational needs would be considered an insignificant contingency reserve not specifically earmarked for any pay increases negotiated between the parties.

The Association's witness, Sheriff English, provided the following testimony in response to the question of whether or not the County could afford to pay an extra 7 to 9 percent as proposed by the Association.

I believe so, and I believe that for several reasons. There has been open conversation in County commissioners meetings over the last year or more about the fact that, number one, that the deputies are underpaid and that if the levy were to pass that there was some contingency in there. There was planning that in the event that the County had to compensate at a higher rate than initially anticipated that that money was there in the levy.⁴

The arbitrator is troubled with the lack of evidence to support the County's inability to pay argument. In this case, the testimony of a County official in charge of the County coffers would have been most helpful. According to the County, a mere 5.5% of the annual budget would be available in the County's General Fund thanks to the Levy but such amount ought not to be considered a high reserve against future contingencies. Unfortunately, the Statute does not

³ See County Exhibits #1 and #2

⁴ Tr. 28, Ln 12 - 20

define what is a “reasonable operating reserve.” Without more, the arbitrator must agree with the County that to infer an ability or inability to pay is “very speculative.” However, the arbitrator believes that any such argument weighs heavily against the party raising the same which in this case is the County. It is clear from the success of the Levy that the taxpayers were in approval of a tax to increase revenue for public safety services. It is also clear that budgets are intended to serve as useful targets in which to plan for known and anticipated expenditures. But they are targets nonetheless and often require re-evaluation and adjustment according to the needs of the County.

It was Sheriff English’s uncontroverted testimony that the cost to the County associated with the training of each Deputy new to the County and law enforcement was approximately \$150,000. These costs will be addressed in further detail below, except to note that such expense is significant and does not appear to be included in the 2020/2021 budget with the exception of a contingency in the Sheriff’s Fund 402 that would accommodate the training of one (1) new Deputy.⁵ As to the County’s ability to pay, the arbitrator takes notice of the significant savings to the County if the County is able to reduce the need to hire replacement Sheriff Deputies.

In sum, the arbitrator does not find the County to have proven its inability to pay that which would be required in the Association’s LBO.⁶

3. Comparability

The County offers a list of comparable Oregon counties that include three up and three down in population from that of Hood River County with its population of 25,310.⁷ Those comparable counties would be Wasco County with a population of 27,200, Union County with a population of 26,885, Tillamook County with a population of 26,395, Jefferson County with a

⁵ See Association Exhibit 16, pg. 2

⁶ Additionally, the arbitrator notes that the County’s LBO was presented to the Association well in advance of the Levy.

⁷ See County Exhibit #1, pg. 2

population of 23,560, Curry County with a population of 22,915, and Crook County with a population of 22,710. The County contends that it has been their practice for the past 10 years to utilize these counties for comparable purposes. Using these comparables the County shows Hood River County Sheriff Deputy wages to be on average 2.83% higher at entry level and only 2.35% lower at the top of the wage scale. Similarly, these comparables show a similar picture for the advance certifications with Hood River County's LBO being relatively consistent with the other comparable counties.⁸

The Association proposes similar comparables as that of the County, but with a number of notable exceptions. For the reasons that follow, this arbitrator does not find it necessary to enter the debate on whether he should follow Arbitrator Duffy's reading of the Statute when selecting comparables as the County suggests or that of Arbitrator Lehleitner as does the Association. Using the comparables proposed by the County with the corrections noted by the Association, the arbitrator is able to draw a sufficiently clear conclusion as noted below.⁹

The Association notes that the County's own Supporting Salary Comparison Data within County Exhibit #1 is in error on a number of points. In summary it appears that the average top wage step for the comparator counties would be \$5,522.96 rather than \$5,138.26 as presented by the County. With such correction County wages for the Deputy Sheriffs at the top step would be 10.4% below the average of the County comparables. With similar corrections to the entry level wage step, County comparables would show a 5% lower average. The Association notes the importance of catch-up with appropriate adjustments to encourage retention recognizing that even with its own LBO, the County will continue to lag behind, though to a much lesser degree.

⁸ The arbitrator notes that the County's advanced certification comparables provides a mish mash of payment methodology among the other counties making any real assessment difficult. This arbitrator's evaluation becomes even more difficult since neither the County or the Association provided data relative to the total wage and benefit packages for comparative purposes as provided in ORS 243.746(4)(d).

⁹ The selection of one comparable over the other is an unnecessary exercise here where the County's own corrected comparable data justifies the Association's position.

Based upon the County's comparables with the adjustments noted herein, the arbitrator believes that the Association has shown its LBO to be supported by the criteria set forth in ORS 243.746(4)(e).

4. Retention and Recruitment

The Association contends that the County's problem in retaining qualified Deputy Sheriffs is predominantly due to the substandard wages offered by the County and that on this issue alone its LBO must be selected if there is ever going to be an opportunity to slow the hemorrhaging of Deputies exiting County employment. The County counters the Association's argument by noting that there are many reasons why Deputies are departing the County for other employment opportunities besides merely the wages and that the County has had little or no difficulty in attracting applicants for the position of Deputy Sheriff. Both parties agree that it is difficult for the County to compete with some of its much larger neighboring counties who are able to offer higher wages and more affordable housing.

The County notes that in 2020 alone the County had 26 applicants with at least 6 potential candidates wishing to be considered for future openings. Sheriff English's testimony painted a bit more ominous picture of the County's ability to recruit.

This last round we had more applications than we had seen in years, and we were very encouraged by that. But once we started making these people job offers, the new anomaly is we are failing people in the background process at the highest rate that I've ever seen because these people have applied with multiple agencies sometimes a dozen agencies, and they failed backgrounds in those agencies because there is moral fitness questions. And so we are not finding -- we are not finding qualified applicants. In fact, today, when I leave here, there are two more that we are going to do backgrounds. So we interviewed 12 in this last round. At this point I've been able to get one out of that. *Tr. 24-25, Ins. 20 – 8.*

The arbitrator takes note of the significant difference between candidate applicants from those who are qualified applicants capable of passing the County's vetting process. From the record the County is able to attract a fair number of applicants. However, these applicants

appear to include those that were unable to secure more lucrative employment elsewhere most likely due to their moral character. In today's world it would be unconscionable for the County to hire any Deputy Sheriffs that were not of the highest repute and ready for the new challenges that now face law enforcement.

As to the County's ability to retain its existing trained Deputy Sheriffs, the Association called a number of former Deputy Sheriffs to explain their reasons for leaving County employment. Each expressed a fondness for the County, the camaraderie they felt among their peers, the leadership of their Sheriff, and their willingness to remain with the County if their wages were high enough to support their family. The County acknowledged that it wished it could pay its Deputy Sheriffs more but was unable to do so and certainly not at the levels that neighboring Multnomah County was offering. Multnomah County Deputy Sheriff Travis Paulsen was one such witness that acknowledged that he earned about \$25,000 more per year over that which he earned while working for the County. The arbitrator duly notes that Deputy Paulsen lived in Multnomah County while he was working for the County and commuting from Troutdale to Cascade Locks which is a good half hour drive on a good day and most unpleasant on many winter ones.

The evidence presented confirms a lower than desirable wage for the County's Deputy Sheriffs. Whether or not the Association's LBO will slow the exodus of its trained Deputies, it is clear to the arbitrator that without a serious effort to close the wage gap, the County will continue to experience excessive turnover and the agony and expense to recruit and train replacement personnel. The evidence presented does not show the retention issue alone as being so controlling that the interest and welfare of the County will only be met with the adoption of the Association's LBO. However, when the need for competitive wages is coupled with the

County's ability to pay and the County's own comparables as modified, the arbitrator finds overwhelming support for the Association's LBO in the interest and welfare of the public.

OPINION

Both parties have had the opportunity to provide the arbitrator with evidence and testimony sufficient to persuade the arbitrator as to which LBO best satisfies the criteria under the Statute. Each primary and secondary criteria addressed by the parties has been reviewed and discussed above. The arbitrator finds the Association to have provided a more compelling argument relative to the Statute's secondary criteria which in turn promotes and affirms the interest and welfare of the public to be better served by the Association's LBO.

ORDER / AWARD

For the foregoing reasons, the arbitrator orders and awards the adoption of the Association's LBO as more clearly satisfying the interest and welfare of the public. As such, the Association's LBO will be implemented in conclusion of the parties' contract negotiations for the contract period of July 1, 2019 through June 30, 2022.

Dated: August 28, 2020.

By: 
ARBITRATOR DAVID M. BLAIR

AGREEMENT BETWEEN
HOOD RIVER COUNTY, OREGON
AND
HOOD RIVER COUNTY LAW ENFORCEMENT ASSOCIATION

July 1, 2019 THROUGH JUNE 30, 2022

Preamble

This Collective Bargaining Agreement is entered into by and between Hood River County, a political subdivision of the State of Oregon, hereinafter referred to as County, the Sheriff for Hood River County, Oregon hereinafter referred to as Sheriff, and the Hood River County Law Enforcement Association, hereinafter referred to as the Association.

The purpose of this Agreement is to set forth those matters pertaining to salary, hours of work, fringe benefits and other conditions of employment and to establish an equitable and peaceful procedure for the resolution of disputes.

Article I – Recognition

Section 1. Bargaining Unit: For the purpose of collective bargaining with respect to wages, hours, and conditions of employment, the County recognizes the Association as the exclusive bargaining representative of all employees whose job classifications are set forth in the salary appendix hereof, excepting employees so classified but employed in a supervisory or confidential capacity, limited or fixed term employees (less than one (1) year) or part-time employees (less than 80 hours per month).

The County shall have the right to petition the Employee Relations Board for a determination as to the status of any employees whose position is funded from sources outside the County Budget or part-time employees.

Section 2. New Hires and Termination:

The County shall notify the Association President of all new employees hired and employees terminated whose positions are covered by this Agreement. The County shall include with the new hire listing, the employee's classification, and home mailing address. Said notification shall be monthly to coincide with the County's payroll cycle.

Section 3. New Classifications:

In the event a new job classification which would properly be included in the bargaining unit is established by the County, both parties shall meet to negotiate wages applicable to the new classification.

Section 4. Regular & Extra Help definitions:

Dispatch: Bargaining unit members include full time employees and regular part-time employees who are regularly scheduled to work at least 20 hours per week. The parties further agree that the classifications of Director, Supervisor, extra help and casual part-time employees working less than 20 hours per week are specifically excluded from the bargaining unit.

1. The accrual of all paid time off benefits, (sick leave, vacation, time off in lieu of holiday, and the like) and benefits is predicated upon a regularly scheduled full-time employment. All such benefits for part-time employees covered by this Agreement shall be prorated based on the part-time employee's regularly scheduled hours.
2. Extra Help employees are non-regular, part-time employees who work less than twenty (20) hours per week. Extra Help and part-time employees who *are* scheduled to work less than twenty (20) hours per week shall not be subject to the terms of this Agreement. The County shall only employ Extra Help part-time employees, as defined above, in excess of twenty (20) hours per week per employee, when it is for any of the following:
 - a. The initial 6 months of employment while in training;
 - b. To cover regular employees during training;
 - c. To cover regular employee's paid or unpaid time off;
 - d. For up to ninety (90) days while the County recruits and hires unfilled bargaining unit positions and thereafter until the new employee is able to work independently; or
 - e. To work an exceptional schedule agreed upon by the association.
3. After completing an initial 6-month training period, any Extra Help employee who works a total of 520 hours in a 6 consecutive month period shall become a regular part-time employee and a member of the bargaining unit. All paid time off benefits, (sick leave, vacation, holidays & personal holidays), shall be prorated based on a part-time regular schedule of hours, not to exceed 12 months' retroactive accrual. Regular part-time employees shall receive the capped amount for employee only medical/dental/vision benefits but may buy-up to pay the premium to add dependent coverage.

Article II – Management Rights

Except as otherwise expressly limited by the terms of this Agreement, the County retains all customary, usual and exclusive rights, decision making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any part thereof. Without limitation, but by way of illustration, these include the right to:

- a. Establish, plan for, and direct the work force toward the organizational goals of County government.
- b. Determine the organization, and the merits, necessity and level of activity or service provided to the public.
- c. Determine the County budget and financial policies including accounting procedures.
- d. Establish, regulate and administer a personnel system, which provides for all types of personnel

transactions. Unless modified by this Agreement, these shall include determining the procedures and standards for hiring, promotion, transfer, assignment, lay off, discipline, retention and classification of positions.

- e. Discipline or discharge employees for just cause, and make and enforce reasonable work rules and regulations.
- f. Determine the methods, means, equipment, numbers and kinds of personnel and the job or position content required to accomplish governmental operations and maintain the efficiency thereof. This shall include whether materials and services are to be provided or purchased.
- g. Determine and change the number and locations and types of operations, processes and materials to be used in carrying out all County functions.
- h. Assign work to and schedule employees, and to establish and change work schedules except as addressed in this Agreement.
- i. Relieve any employees from duty due to lack of work or insufficient funds.
- j. Take all actions necessary to carry out the mission of the County in emergencies.

This shall not include suspensions of contractual provisions on wages and fringe benefits. Any employee within the bargaining unit who may feel aggrieved by the unfair or discriminatory exercise of the above rights may seek a remedy by means of the Grievance Procedure provided for in this Agreement.

Article II – Association Rights

Section 1. Dues

- a. The County agrees to deduct the uniformly required Association membership dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deductions in writing.
- b. For the purpose of Calculating months to determine the beginning or end of the payroll deductions called for in Section 1. a, dues shall be deducted for any calendar month during which the employee works ten (10) working days or more.
- c. The Association will indemnify, defend and hold the County harmless against any claims made, and against any suit instituted, against the County as a result of any County action taken in compliance with this Article. The Association and the County each agree to reimburse any monies paid or not paid in error within thirty (30) days of notification of such error.

Section 2. Association Bulletin Boards:

The County agrees to provide suitable space on County bulletin board(s) for Association use. No

material shall be posted except notices of meetings and elections, results of elections, changes in Association by-laws, newsletters, notices of employee social occasions and similar Association business. All material shall be signed by an officer or steward of the Association and dated. Postings shall be limited to the official bulletin board space.

Section 3. Collective Bargaining:

Two (2) members of the Association shall, upon request, be granted leave from duty without any loss of pay for any meetings between the County and the Association to negotiate wages, hours and working conditions, when such meeting(s) take place at a time when any such member is scheduled to be on duty. Such meetings shall be scheduled as practicable to avoid any scheduling conflicts.

Section 4. In-house Mailing:

Association shall be allowed to use employee boxes for purposes of distribution of Association notices, letters, and bulletins.

Article IV – Hours of Work

Section 1. Regular Hours:

The regular hours of work each day shall be consecutive except as may be interrupted by a meal period.

Section 2. Work Week and Work Day:

The work week shall begin on Sunday and end on Saturday and the normal work schedule shall consist of forty (40) hours in a seven (7) day work period. The work shall be consecutive days with either two (2) or three (3) consecutive days off, depending on the employee's work schedule. The intent of this language is to allow the Sheriff the flexibility to change the hours of work in a work day or work week based on the operational needs of the department. In any event, such flexibility shall not be construed to allow irregular work hours, and employees will continue to work a 4/day, 40/hour work week schedule unless operational needs as determined by the Sheriff dictate otherwise.

The County shall provide employees ten (10) calendar days' notice of any schedule change except for emergencies or employee absences beyond the control of the employer.

Section 3. Rest Periods:

An on-duty rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, which shall be scheduled in accordance with the operating requirements of each officer's duties.

Section 4. Meal Periods:

All employees, who are subject to working 24/7 rotating shifts and are subject to call, shall be paid on-

duty meal period of thirty (30) minutes average length, but in no case to exceed forty-five (45) minutes. The County shall grandfather this practice for current employees, (working 7/1/2013), who are not subject to 24/7 shifts.

Section 5. Mileage

In the event a County owned vehicle is not available, and the use of the employee's private vehicle has been authorized by the supervisor, reimbursement for mileage shall be at the rate used by the State of Oregon and prescribed as the current County rate.

Section 6. Day Off Trade:

Employees may request approval to trade days off; however, the County retains sole discretion and authority to approve or disapprove such requests.

Section 7. Shift Change/Rollover

In the event that a shift change would result in an employee being scheduled to work two (2) consecutive, back-to-back, (i.e., graveyard to day) shifts, the employee will be given, at the choice of the employer, either the first or second shift off as administrative leave with pay. Absent an emergency, an employee shall not be scheduled to have less than ten (10) hours between shifts.

Article V – Employee Rights and Benefits

Section 1. Personnel Files:

Copies of all reports, memoranda or notes pertaining to an employee's job performance which are to be placed in the employee's personnel file will be given to the affected employee prior to placement in the personnel file.

Employees shall be allowed to respond in writing to any material placed in their file and have such written response placed in their file.

Notations of oral warnings or written reprimands placed in an employee's personnel file shall be removed from the personnel file after a three (3) year period, providing similar discipline has not been issued during said three (3) year period on the same subject. It shall be the responsibility of the employee to request the removal of negative material, and it shall be returned to the employee. Removal shall not include regular performance evaluations.

Section 2. Uniforms and Equipment:

At the time of employment, the County shall provide deputies with the uniform and equipment necessary to perform the duties of their job.

It is expressly recognized and understood that title for all items issued remains with the County and

that upon termination of employment for any reason whatsoever, all items will be returned to the County or purchased from the County at the original purchase price paid by the County. The loss of any assigned items by an employee as a result of negligence or wrongful and willful misconduct while in the execution of his or her duties or any loss of County property not arising out of the employee's conduct of his or her duties shall require replacement of such equipment with all costs attendant thereto borne by the employee.

The County shall provide a \$300.00 a year clothing allowance to each non-uniformed officer in the fiscal year beginning 7/1/2013. Beginning 7/1/2014 the allowance shall be \$310.00 and beginning 7/1/2015 the allowance shall be \$315. The allowance shall be paid in quarterly amounts at the end of each calendar quarter in which the individual worked primarily as a non-uniformed officer.

Uniformed officers who elect to purchase a safety boot with a no-slip sole and water, chemical and blood-borne pathogen protection, will be reimbursed a maximum of \$300.00 every two years, or \$150.00 every year provided a receipt is submitted within 30 days of purchase.

Section 3. Practice Ammunition:

The County shall provide sixty (60) rounds of practice ammunition to be used for supervised range firing, each month for each employee who is required to qualify.

Section 4. Pledge Against Discrimination and Coercion:

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, religion, disability, national origin, Association or political affiliation. The Association shall share equally with the Employer the responsibility for applying this provision of the Agreement. The Employer and the Association agree not to interfere with the rights of employees to become or not become members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the Employer or the Association, or any Employer representative, or any Association representative against any employee because of Association membership, non-Association membership, or because of any employee activity in an official capacity on behalf of the Association, or for any other cause.

Section 5. Personal Clothes:

The County will reimburse any deputy/investigator wearing personal clothing while on duty when a claim is submitted stating the clothing was damaged or destroyed during the course of employment.

Section 6. Uniform Replacement:

The County agrees to replace any equipment/clothing in Section 2 when it is worn out (needs replacing), subject to the determination of the Sheriff or his designee.

Article VI – Seniority

Seniority is defined as the length of continuous service worked by an employee in the Sheriff's Office. Classification seniority is defined as the amount of time worked by an employee in a particular classification within the Sheriff's Office. Seniority shall be broken or terminated if an employee:

- a. Resigns.
- b. Is discharged for just cause.
- c. Is laid off and fails to respond to written notices as provided in Section 3 below.
- d. Is laid off for a period of time greater than 12 months.
- e. Fails to report to work at the termination of an extended leave of absence.
- f. Is on leave of absence for a period of time greater than 12 months.
- g. Retires.

Section 2. Layoff:

The County may, for economic or budgetary reasons, lay off employees within the bargaining unit. Such layoff shall be by classification seniority within the affected classification so long as the senior employees have the knowledge, skill and abilities to perform the work required. An employee scheduled for layoff shall have the right to bump to a lower or lateral position based on their department seniority so long as that employee has previously been employed in that position beyond their probationary period and has the knowledge, skills and ability to perform the work required of that position.

Section 3. Recall:

Any employee who has been laid off shall be entitled to be recalled to the position he/she vacated or any other position he/she is qualified for, within 12 months of the date that he/she was laid off. Reemployment shall be in the reverse order of layoff. It shall be the employee's responsibility to keep the County notified of any change of address so proper notification can be made. When a position is available that the employee was laid off from, the County will notify the employee by certified mail of the position opening.

The employee will be required to notify the County within five (5) days of receipt of the letter if he/she wishes to return to work. In any event, the employee shall have an additional two (2) weeks to return to work or forfeit any right to return to the position. Employees shall have the right to refuse offers for positions other than the one from which they were laid off without forfeiture of reinstatement rights.

Section 4. Shifts:

Prior to January 1st, each calendar year, Patrol Deputies and Dispatchers shall bid for shift preference according to seniority. Patrol Deputy and Dispatcher shift bidding shall be conditioned on working at least one

(1) graveyard shift during the year.

Section 5. New Classification and Vacancies:

The County shall post all job vacancies within its respective bargaining unit and new job classification(s) applicable to the bargaining unit. Except in emergency situations, such posting shall be on the bulletin board for a minimum period of five (5) days prior to filling the position.

Section 6. Promotions:

In the event the County decides to promote from within, the County agrees to give preference to seniority with respect to employees being considered for that promotion as long as the more senior employee is the best qualified to perform the available work as determined by the County. This Section shall only apply to promotions to positions within the bargaining unit.

Article VII – Sick Leave

Section 1. Accumulation:

All full-time employees shall earn eight (8) hours of sick leave with pay for each full calendar month worked. A total of 1,040 hours of sick leave may be accrued by each employee. Sick leave shall not accrue during any period of leave of absence without pay.

Section 2. Part-Time Employees:

Part-time employees shall be credited with sick leave pro rata that amount indicated in Section 1 of this Article that the scheduled work hours compares to the hours of a full-time employee.

Section 3. Usage:

Sick leave with pay is intended to be utilized when an employee is unable to perform his or her duties by reason of illness, injury or disability and for dental and medical care of the employee, if such care is necessary and essential to the employee.

Newly hired employees may utilize accrued sick leave after 3 full months of continuous employment.

The employee shall notify his or her supervisor of absence due to illness, injury or disability and the nature and expected length thereof, prior to the time such employee would otherwise have reported to work. The department head may require a physician's statement documenting an employee illness if an employee utilizes more than three (3) consecutive days of sick leave or if the employee is demonstrating a pattern of sick leave usage, subject to federal law, ie: FMLA/OFLA. An employee shall not work for other than the County while on sick leave, until such time as he or she has requested and received permission from the Sheriff, in writing. Permission may be given where the work requested to be performed will not aggravate, prolong or complicate the illness, injury or disability.

Section 4. Sick Leave for Illness of Member of Immediate Family:

Sick leave may also be utilized because of an injury or illness in an employee's immediate family that requires the attendance of the employee. The employee may be required to furnish satisfactory evidence of such illness or injury, subject to federal law, ie: FMLA/OFLA. "Family Member" means the spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, parent-in-law, parent of the same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of an employee or the child of an employee's same-gender domestic partner. For the purposes of OFLA, an employee's child in any of these categories may be either a minor or an adult at the time serious health condition leave is taken.

Section 5. Retirement:

The County agrees to exercise its option under ORS Chapter 237, requesting the Public Employees Retirement System to include the monetary value of 1/2 of the accrued value of the accumulated sick leave of each retiring employee in computing the employee's "final average salary".

Section 6. Bereavement Leave:

Oregon Family Leave Act (OFLA) provides up to two weeks of leave with the job protections, to attend the funeral or alternative to a funeral of a family member, to make arrangements necessitated by the death of a family member, or to grieve the death of a family member.

Article VII – Call and Reporting Time

Section 1. Call-Out:

1. Any employee called to report to work outside his or her regularly scheduled shift shall be compensated for a minimum of two (2) hours of work at the rate of time and one half.
2. The two (2) hour call-in pay minimum of paragraph 1.1 above shall not apply in the situation where:
 - a. The employee is called to report for witness duty as is provided in Section 4 of Article XI of this Agreement; or
 - b. The employee is called to report for work and such work continues into his/her regularly scheduled shift, in which case, the employee shall be paid overtime at the rate of time and one half for the number of hours worked prior to the beginning of this regularly scheduled shift and his/her regular pay for working his/her regularly scheduled shift; or
 - c. The employee is required to continue working beyond his/her regularly scheduled shift.

Section 2. Reporting Time:

Any full-time employee who is scheduled to report for work in accordance with the employee's departmental work schedule, and who also presents himself or herself for work as scheduled, shall be assigned and compensated for at least the hours as specified in Article IV, Section 2, unless the employee has worked previously that day due to a change of shift. If dismissed prior to completing the assigned hours because of lack of work tasks to be performed, the employee shall be compensated for the regularly scheduled hours.

Article IX – Holidays

Section 1. Days Observed:

The following shall be recognized as holidays:

New Years Day	Labor Day
Martin Luther King, Jr.	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

In order for an employee to receive the benefits within this section as to specified holidays, he or she must be an employee of the County exclusively, at least ten (10) days prior to the holiday, and be on pay status for the entire day before and day after the holiday.

Personal Holidays: All employees shall be credited January 1st of each year with three (3) personal holidays which must be used within the calendar year. Employees who regularly work a ten-hour day shall be credited with 30 hours; employees who regularly work an eight-hour day shall be credited with twenty-four (24) hours; New hires shall be credited a prorated amount based upon the hire date and the remaining portion of the calendar year but must be an employee of the County exclusively at least six (6) months prior to utilizing personal holiday.

Employees shall give the Sheriff two (2) weeks' notice of intent to utilize a particular day of the personal holiday accrual. Failure to give such notice shall be a basis for denial of the use of the holiday on the date selected. No more than two (2) employees with the same classification will be allowed to utilize the same day in any one calendar year as a personal holiday.

Employees shall not normally lose their personal holidays if they are unable to take time off. If a personal holiday is carried over into the next calendar year, an employee can request compensation for the holiday(s), provided at least two (2) requests for use per holiday have been made and denied.

Employees who terminate or are laid off for any reason shall receive compensation for personal holiday time on the books at the time of termination or layoff.

Section 2. Holiday Work:

When an employee is required to work on a holiday, he or she will be paid at the rate of one and one-half (1-1/2) times the regular hourly rate in addition to the paid holiday or the employee may request to receive the hours worked at time and one half as compensatory time and receive only the holiday pay. For all pay purposes; the entire shift shall be considered as the day the scheduled shift began.

When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

An employee whose scheduled day off falls on a holiday shall receive a postponed holiday with pay, to be taken at the mutual convenience of the employee and employer as required by law. Postponed holidays shall be utilized within twelve (12) months of the original date it was earned. Postponed Holiday time can be utilized immediately following its accrual. Notwithstanding the foregoing, continuous operations which operate seven (7) days per week, twenty-four (24) hours per day, will observe Christmas on December 25th, New Year's on January 1st, Martin Luther King, Jr. on the third Monday in January, President's day on the third Monday in February, Independence Day (the Fourth of July) on July 4th and Veteran's Day on November 11th.

Article X – Vacation

Section 1. Accrual:

After completing six (6) full months of continuous employment in a full-time status, a new employee shall be credited with twenty-four 24 hours of vacation leave. Thereafter, vacation shall be earned on a monthly basis according to the following schedule:

<u>Years of Continuous Service</u>	<u>Monthly Accrual</u>	<u>Annual Equivalent</u>
1/2 year through 1 year	4.00 hours	6 days
2nd through 5th year	8.00 hours	12 days
6th through 10th year	10.00 hours	15 days
11th through 15th year	12.00 hours	18 days
16th through 20th year	Accumulate additional day for each year of service (up to 23 days).	

After an accrual of 96 hours, employees are expected to utilize at least one-half of their annual vacation each year. Vacation credits may be accumulated to a maximum of 200 hours through the tenth year of service, and to a maximum of 280 hours from the eleventh year forward.

Section 2. Continuous Employment:

Continuous employment for the purpose of accumulating vacation leave credit shall be service-unbroken by separation from employment with the County exclusively. Periods of excused absence of less than 1 month shall be included as continuous employment.

Section 3. Payment in Lieu of Vacation Time:

No employee shall be paid extra wages or salary over and above the regular amount paid, in lieu of annual vacation leave or for working instead of utilizing vacation time earned, unless he or she has written approval from his or her employer.

Section 4. Scheduling:

Employees shall be permitted to request either a split or single vacation. Employees requesting a vacation of one (1) week or greater should submit a written request for vacation not later than (30) days prior to the start of the requested vacation. If any employee requests a vacation of less than a work week, he/she is not required to give thirty (30) days notice, but should make such request as soon as possible. The County shall have the final determination of vacation time, based on operational needs and the availability of vacation relief.

Section 5. Payment Upon Termination:

Upon termination of employment, all accumulated vacation shall be paid.

Section 6. Part-Time Employees:

Part-time employees shall be credited with vacation leave pro rata that amount indicated in Section 1 of this Article that their scheduled work hours compares to the hours of full-time employees.

Article XI – Paid and Unpaid Leaves

Section 1. Military Leave:

Military, alternative service and peace corps leave shall be granted in accordance with Oregon Law and Federal Law.

Section 2. Education Leave:

After completing his or her probationary period, an employee, upon request, may be granted a leave of absence without pay, for educational purposes, at an accredited school, when it is related to his or her employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee, when necessary, upon approval by the County. Employees may also be granted leaves of absence with or without pay, for educational purposes for reasonable lengths of time to attend conferences and seminars that are intended to improve or upgrade the individual's skill or professional

ability related to his or her present employment. Any leave provided for under this Section may be granted, provided it does not interfere with the operation of the County.

Section 3. Voting Time:

Employees who are registered electors shall be granted adequate time to vote on any official election day, if, due to a shift or work scheduling, they would otherwise not be able to vote.

Section 4. Witness Duty:

1. An employee required to report for a court appearance arising out of the performance of his/her duties as a peace officer shall be allowed leave of absence with pay, including the time required to travel to the court and return to the employee's regular place for reporting to work, when such attendance and travel is within an employee's scheduled shift.
2. An employee required to report for a court appearance arising out performance of his/her duties at a point in time that is more than two (2) hours before the beginning or more than two (2) hours after the end of his/her regular shift, shall be compensated for a minimum of two (2) hours at the rate of time and one half. IN the event the employee is required to appear as a witness within the provisions of this paragraph and is required to remain longer than two (2) hours, he/she shall be paid at the rate of time and one half for the number of hours he/she is required to attend, rather than the minimum two (2) hours.
3. An employee required to report for a court appearance out of the performance of his or her duties, at a point in time two (2) hours or less before the beginning or at a point in time two (2) hours or less after the end of his or her regular shift, shall be compensated at the rate of time and one/half for the time elapsed between (a) the reporting time and the beginning of the regular shift, or (b) the end of the regular shift and the time the employee is released from the court appearance, whichever is applicable.
4. Any and all witness fees will be remitted to the County as a condition of receipt of payment from the County.

Section 5. Jury Duty:

An employee shall be granted leave with pay for jury duty when such jury duty requires the employee's attendance during the employee's scheduled shift. The employee shall report for regular duty when the required jury duty does not require the employee's attendance during his or her assigned shift. All jury fees will be remitted to the County as a condition of receipt for County paid time off.

Article XII – Discipline and Discharge

Section 1.

Disciplinary action shall include but is not necessarily limited to the following:

- (a) written reprimand;
- (b) suspension;
- (c) demotion; and
- (d) discharge.

Discipline will be for just cause. A written reprimand may include notice of suspension, demotion, or disciplinary probation or warning of further disciplinary action which may ensue upon repetition or further cause for disciplinary action. It is not required that such disciplinary action be administered in progressive form in all cases. Disciplinary action may be imposed upon any employee for failing to fulfill his or her responsibilities as an employee. Conduct of an employee which brings discredit upon or hinders the operation of the department may be considered just cause for disciplinary action. Also, the willful giving of false information or the withholding of information in making application for employment or willful violation of departmental rules may be considered just cause for disciplinary action. Any disciplinary action imposed upon employees shall be protested only as a grievance throughout the regular grievance procedure. If the Sheriff or other supervisory employee has reason to discipline one of their employees, they shall make reasonable efforts to impose such discipline in a manner that will not unduly embarrass or humiliate the employee or the public.

Section 2. Probationary Employee:

A probationary employee shall be defined as any new hire for the purpose of becoming a regular employee who has not completed (a) eighteen (18) consecutive months of service as a Deputy Sheriff or Dispatcher, or (b) six (6) consecutive months of service as an employee in another capacity with the Sheriff's Office. It is understood that the probationary period is part of the selection process and allows evaluation of an employee's fitness for regular status. As a result, a probationary employee may be discharged or otherwise disciplined without recourse or appeal. The eighteen (18) month probationary period is intended for evaluation purposes only and therefore does not affect any of the benefits that are normally earned after completing six (6) full months of continuous employment, ie. Vacation, personal holiday leave, retirement, etc. Newly promoted employees shall have a six (6) month trial period. If the employee fails to qualify during the trial period, he/she may be terminated-for cause or returned to their former or equivalent position, if available.

Section 3: Discharge:

A regular employee shall be discharged only for just cause.

Section 4: Grievances:

The protest of any disciplinary action shall be made only through the grievance procedure set forth in Article XIII herein.

Section 5: Certification:

If a Deputy Sheriff or Dispatcher fails to obtain the required basic certification for the Oregon Department of Public Safety Standards and Training, such failure shall be just cause for discharge.

Article XIII – Grievance Procedure

It is recognized that from time to time questions may arise concerning the provisions of this Agreement. To accommodate the amicable and timely resolution of such questions, the parties agree that when the parties to this Agreement disagree as to the respective interpretation or application of the provisions of this Agreement, such disagreement shall be settled according to the terms hereunder provided. Only the Association or the County may pursue a matter to binding arbitration.

STEP 1 - Grievance Submitted to Supervisor:

After first attempting to resolve the grievance informally, the aggrieved party shall refer the grievance, in writing, to the employee's immediate supervisor, copy to the Association, within fifteen (15) calendar days of the occurrence or the employee's demonstrated first knowledge of the grievance. The notice shall include:

1. A statement of the grievance and relevant facts;
2. Applicable provisions of the contract alleged to have been violated; and
3. Remedy sought.

The supervisor shall attempt to resolve the grievance and shall furnish a written reply to the employee, copy to the Association, within fifteen (15) calendar days from the receipt of the grievance.

STEP 2 - Grievance Appealed to Sheriff:

If the grievance is not resolved in Step 1 above, the grievance shall be referred in writing to the Sheriff within fifteen (15) calendar days from the issuance of the written reply in Step 1. The Sheriff shall investigate the particulars of the grievance and shall furnish a written reply within fifteen (15) calendar days of receipt, to the grievant, copy to the Association.

STEP 3a - Grievance Referred to Board of County Commissioners:

If the grievance is not resolved in Step 2 above, it shall be referred to the Board of County Commissioners, in writing, within fifteen (15) calendar days after completion of Step 2 procedures.

The written notice shall contain the items required in the notice specified in Step 1 and state the areas of agreement and disagreement with the Sheriff's response. The Board of County Commissioners or its designee may consider the matter and shall make a recommendation to the Sheriff with a copy to the Association for resolution of the grievance within twenty-one (21) calendar days of the date that the grievance is submitted to them. The Sheriff shall render a written decision to the grievant with a copy to the Association on the matter within fifteen (15) calendar days after receipt of the recommendation from the Board of County Commissioners.

STEP 3b - Grievance Against the Association:

Any grievance which the County may have against the Association shall be reduced to writing and submitted no later than fifteen (15) calendar days after having been made reasonably aware of the issue, to the President of the Association. The Association President shall make an investigation of the relevant facts and shall, within fifteen (15) calendar days, provide a written decision and the reasons therefore.

STEP 4 - Appeal to Arbitration:

In the event the decision at Step 3 is not satisfactory to the Association or the County, either party within fifteen (15) calendar days may request from the State Employment Relations Board a list of seven (7) arbitrators. Such request shall also be copied to the other party. The parties shall select an arbitrator from the list by such method as they may jointly elect, or if they are unable to agree, then by the method of alternative striking of names under which the aggrieved party shall strike the first name objectionable to him or her and the responding party involved shall strike a name objectionable to it. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

The arbitrator's decision shall be final and binding, but he or she shall have no power to alter, modify, add to or detract from the terms of this Agreement. His or her decision shall be within the scope and terms of this Agreement. The arbitrator shall be asked to submit his or her decision within sixty (60) days from the date of the hearing. His or her decision may also apply retroactively, but is limited to the date of the original filing of the grievance and shall state the effective date.

The arbitrator's fee and the cost of any non-County hearing room, unless such are paid for by the State of Oregon, shall be borne by the losing party. The County and the Association shall assume individual liability for the cost of their representatives and preparation of their respective cases. All meetings and hearings under this procedure shall be kept informal and private, and shall include only such persons at interest and/or designated representatives as referred to in this procedure.

Any time limits specified in the grievance procedure may be waived only by mutual written agreement of the parties.

Failure by the Association to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. A grievance may be terminated at any time upon receipt of a signed statement from the Association that the matter has been resolved.

Failure by the County to respond to a grievance within the time limits specified herein shall constitute the County's rejection of the grievance at that step and allow the grievance to be pursued by the Association at the next step. The Association shall not be required to pursue to binding arbitration any grievance which, in its sole determination, lacks merit.

Article XIV – Compensation

Section 1. Wages:

Effective July 1, 2019, wages in the Deputy Sheriff classification shall be increased by six (6) percent.

Wages in the Dispatch, Civil Deputy and Animal Control classification shall be increased by three (3) percent.

Effective July 1, 2020, wages in the Deputy Sheriff classification shall be increased by six (6) percent.

Wages in the Dispatch, Civil Deputy and Animal Control classification shall be increased by three and one half (3.5) percent.

Effective July 1, 2021, wages in the Deputy Sheriff classification shall be increased by six (6) percent.

Wages in the Dispatch, Civil Deputy and Animal Control classification shall be increased by three and one half (3.5) percent.

Section 2. Step Advancement:

It is the intent of the parties to achieve and sustain maximum productivity per employee during the term of this agreement. In return to the County for the wage rate and compensation herein provided and consistent with the principal of a fair day's work for a fair day's pay, the Union pledges its agreement with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort. New employees hired as Deputies shall be eligible for step advancement after 6 months employment and on the annual anniversary of their hire date. Employees will generally be eligible for step increases on their anniversary date. Step increases will be granted on the basis of satisfactory performance, as determined through evaluation. New employees hired at step TR1 of the Dispatch classification may be eligible for a step increase after 6 months and again at their anniversary based on performance and meeting any certification requirements. In the event a step increase is to be denied, the employee will receive written notice ninety (90) days prior to their anniversary date. This notice shall consist of the reason(s) why the increase is being denied and the action necessary, if any, to earn the increase. The employee will be re-evaluated at the end of the ninety (90) day period.

If the denial is claimed to have been made arbitrarily or unreasonably, that issue may be submitted for grievance.

Section 3. Pay Period:

Wages for all employees shall be in accordance with Schedule "A" Wages. Employees shall be paid twenty-four (24) times/year. Pay periods shall be computed twice monthly, with the first period running from the first day of the month through the fifteenth day of the month. The second pay period shall be computed from the sixteenth day of the month through the last day of the month. The employee's salary for the first pay period shall be paid by noon on the twenty-third (23rd) day of the month and the salary for the second pay period shall be paid by noon on the eighth (8th) day of the following month. In the event the eighth or the twenty-third falls on a Saturday, Sunday or holiday, the employee shall be paid on the last working day before the eighth or the twenty-third.

Section 4. Certification Pay:

Employees who possess an intermediate or advanced DPSST certification shall receive respectively an additional four (4) percent or eight (8) percent per month.

Section 5. Longevity Pay:

1. Longevity pay, (beginning July 1, 2007), shall be awarded in the amount of 2.5% increase after fifteen (15) years in the department and additionally 2.5% increase for each five (5) years of longevity thereafter, up to 30 years.
2. Longevity pay increases shall become effective at the start of the payroll period following the anniversary date of employment.

Section 6. Living Allowance:

The Deputy Sheriff whose normal full-time assignment is the City of Cascade Locks shall receive a living allowance of not less than fifty dollars (\$50) and not more than three hundred dollars (\$300) per month, as budgeted and determined annually by the City of Cascade Locks.

Section 7. Bilingual Incentive:

Employees demonstrating proficiency in reading, writing and speaking Spanish as a second language, shall be compensated at an additional one hundred twenty-five dollars (\$125.00) per month, upon successful completion of a proficiency exam by the Sheriff.

Section 8. Trainer Pay:

Employees who complete DPSST certification as trainers shall receive \$50.00 per week during periods in which they are appointed and authorized as designated trainers of other full time employees for a specific period as designated by management.

Section 9. Canine Handler:

Effective May 1, 2014 a Deputy Canine Handler will receive a monthly stipend of \$250. This position shall be an assignment by the Sheriff and will adhere to the Hood River County Sheriff's office Canine Unit Policy.

Section 10. 911 Dispatch Training Coordinator:

In order to provide a well-developed and best practices training for new dispatchers and enhance the ongoing training and certification of all 911 dispatchers the 911 Commander may assign, at his/her discretion, the position of Dispatch Coordinator. This assignment will provide a \$100 per month stipend, whether the Coordinator is actively training another Dispatcher or not.

Section 11. Search and Rescue (SAR) Coordinator Assignment:

As the county needs, SAR Coordinator Assignment will be opened. This assignment, when opened, will be available to employees who meet the minimum qualifications and ability to fulfil the duties as outlined in the appointment description. The Sheriff will notify current employees when an assignment becomes available. Current employees who meet the minimum qualifications, as laid out in the SAR Coordinator assignment description and after a fair competitive process, are then appointed by the Sheriff and will receive a \$125.00 per month stipend. The County currently has two (2) approved SAR Coordinator Assignments.

Article XV – Overtime

Section 1. Overtime:

The Sheriff or one of his or her supervisors, whenever in their judgment they deem it necessary, because of emergency or for the purpose of efficiency, economy, or otherwise, may require one or more employees to work overtime on any day, at any hour, and for so long a period of time as they specify. An employee shall be compensated at the FLSA applicable rate of time and one/half for work under the following conditions, but in no event shall such compensation be received twice for the same hours:

- a. All assigned work in excess of normal assigned work hours in any work day.
- b. All assigned work in excess of forty (40) hours in any work week except as may be required by shift rotation.

Section 2. Form of Compensation:

1. Overtime compensation shall be in the form of compensatory time off or in cash, as follows:
 - a. Employees shall be allowed to accumulate overtime to a maximum of one hundred sixty (160) hours of compensatory time.
 - b. Holiday Compensatory time, excluding personal holidays, in excess of forty-eight (48) hours,

must be used within twelve (12) months after the date it is accrued.

- c. All accumulated compensatory time in excess of one hundred sixty (160) hours shall be paid in cash at the end of the month (“second pay period”) following the date the overtime was worked.

2. The County shall pay an employee for accumulated compensatory time upon termination or ending of employment.

Section 3. Overtime Assignments:

When an assignment does not require special skills, knowledge or abilities, the work shall be offered in order of seniority. When the Sheriff determines that an overtime assignment requires special skills, knowledge or abilities, the Sheriff may make that assignment immediately.

When the County needs an employee to work overtime, the County shall utilize a seniority call-out list for Deputies, and 911 Dispatchers. When an overtime assignment is identified, the administration will attempt to get the word out to everyone eligible along with a suspense time and date for reply. The senior deputy or dispatcher responding within the timeframe will be given the assignment. When time is short for filling an overtime assignment, it will be filled by the first deputy or dispatcher available as calls are made down the seniority list.

Assignments that do not require special skills, knowledge or abilities include but are not limited to regular patrol duties, transport duties, security duties which are not routinely filled by reserves and all functions associated with emergency 911 Dispatch duties.

The HRCLEA shall provide the County with a current list of deputies and dispatchers by seniority, with their most current contact numbers.

Article XVI – Recruit Schools

Recruits, including lateral transfers, attending the DPSST Basic and/or Police Career Officer Development schools shall be compensated at the appropriate monthly salary for the classification as set forth in this Agreement. Recruits assigned to DPSST Basic or Police Career Officer Development schools may be scheduled to work irregular shifts or hours without the Employer incurring overtime or penalty payment liability. Additional compensation shall only be paid for hours worked in excess of forty (40) hours in each work week. A work week is defined, for this assignment, as 12:00 am Sunday through 11:59 pm Saturday. Hours worked in excess of the forty (40) hours in each work week will be compensated in the form of compensatory time at a rate of one and one half (1.5) times the employee’s regular rate of pay. All accumulated compensatory time in excess of one hundred sixty (160) hours shall be paid in cash at the end of

the month (“second pay period”) following the date the overtime was worked. The County shall pay an employee for accumulated compensatory time upon termination or ending of employment. The Employer may schedule a one (1) hour unpaid lunch during DPSST Basic or Police Career Officer Development schools.

Article XVII – Benefits

Section 1. Medical Insurance:

Effective July 1, 2019 through June 30, 2022 the County shall contribute 85% of the premiums for the full time employee and/or employee and dependents the employee shall contribute 15% of premiums.

(Note: The County does not provide dual or double coverage for an employee whose spouse is also covered under a County medical plan.)

The County shall make available to employees, 30 days in advance of each contract year, a choice of health plans unless the Benefit and Fact Finding Committee recommends a single plan. The County will not voluntarily change insurance carriers or benefit levels without first arranging to meet with the Education and Fact Finding Benefit Committee member volunteers and elected union officers to consider alternative plans and/or benefit levels. The Committee will make recommendations to the Board of Commissioners.

Section 2. Dental Insurance:

The County shall provide dental insurance coverage for full time employees. The County shall contribute a maximum of \$100.00 per month for full family coverage.

Section 3 VEBA:

Effective July 1, 2016 the employer shall pay a HSA/VEBA contribution of \$75 per month for each employee. Effective July 1, 2016, each member of the Law Enforcement Association shall contribute, through payroll deduction paid on the 23rd of each month, \$50.00 per month to the HSA/VEBA account and the County will contribute an additional match contribution of \$50.00 per month for each member, totaling a County contribution of \$125 per month.

Section 4. Life Insurance:

The County shall provide employees with Life insurance coverage for each employee in the amount of ten thousand dollars (\$10,000).

Section 5. Worker’s Compensation:

All employees will, in accordance with applicable statute, be insured under the Worker’s Compensation Law. Employees may utilize any accrued leave for the first three calendar days if the period of temporary disability is for less than 14 calendar days (for non-hospitalized injuries). During the period of temporary total disability, the County will continue to contribute towards the cost of medical, dental, and life insurance as

though the employee were working.

An employee who has sufficient sick or other leave accumulated and who is eligible for workers' compensation payments shall receive, at the employee's option, prorated sick leave payments equal to the difference between their workers' compensation payment and their net salary.

Article XVIII – Strikes and Lockouts

During the term of this Agreement and any extension thereof, there will be no strikes, no work slowdowns, nor any other concerted interruptions of County service by the employees, actual or constructive, or lock out, actual or constructive, by the County. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action may be taken by the County against any employee or employees engaged in a violation of this Article.

There shall be no lockouts by the County, actual or constructive, as long as this Agreement is in effect. The Association and the County agree to take immediate action to terminate any violation of the provisions of this Article.

Article X – Contract Work

Section 1:

Unless mutually agreed, the County will not contract out or subcontract any work now performed by employees covered by this Agreement when such would result in layoff of any bargaining unit employee(s) and the County is unable to find suitable or comparable alternate employment for the employee(s). However, this provision shall not apply to contracting out or subcontracting work when such was anticipated and considered as a part of the budgeting process and when the Association Business Representative and/or President have been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual executive budget or form a Board consideration of budget modifications.

Section 2:

The County agrees to meet with the Association to discuss the effect of proposed contracting out or subcontracting prior to the presentation of the proposal to the County Administrator or Board for formal action.

Section 3:

The County further agrees to meet with the Association, at its request, to explore the alternative of work force reduction by attrition. The County also agrees that, to the extent practicable, transfers shall be

made to open vacancies and re-employment of employees affected by such action shall occur for as long as they are so qualified in accordance with established layoff guidelines. The Association agrees to assist the County in minimizing the impact on such affected employees.

Article XX – Safety Committee

An employee shall be selected by the Association to serve, and shall serve, as a member of the County Safety Committee. The employee shall be compensated at their regular rate for all time spent performing Safety Committee work.

Article XXI – 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 specifically 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 Association will enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

Article XXII – Duration and Termination

Section 1. Duration:

This agreement shall be effective from its execution and shall remain in full force and effect, from July 1, 2019 to June 30, 2022. After becoming effective, this agreement shall not be modified in whole or in part by the parties except by instrument, in writing, duly executed by both parties.

Section 2. Termination:

This agreement shall be renewed from year to year after June 30, 2019 and shall be binding for an additional period of one (1) year unless either the County or the Association provides written notice to the other not later than December 1, 2021 of its desire to modify the agreement for a successive term or to terminate the agreement. The agreement shall remain in full force and effect during the period of negotiations for a successor agreement.

FOR HOOD RIVER COUNTY

Commissioner, Chair

Commissioner

Commissioner

Commissioner

Commissioner

Date

FOR THE SHERIFF:

Signature

APPROVED AS TO FORM:

Labor Counsel

Date

FOR THE ASSOCIATION:

Association President

Negotiating Team

Negotiating Team

Association Representative

Date

Schedule "A" Wages for Law Enforcement Association

Classification Plan for Law Enforcement Association Employees

July 1, 2019 through June 30, 2022

HOOD RIVER COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

DATE: September 21, 2020 **DEPARTMENT:** Administration **NAME:** Jeff Hecksel

SUBJECT: Region 1 ACT - STIP Process

AUTHORITY: ORS: _____ OAR: _____

COUNTY ORD.: _____

BACKGROUND/SUMMARY OF SUBJECT:

Chair Oates serves on the R1ACT Commission with other representatives for Hood River County (Jess Groves, Ports rep, Erick Haynie, Cities rep and Jon Davies, business rep.) Our group has concerns regarding the inability to get HRC projects onto the STIP list for funding. A letter was circulated to the Commission a few weeks ago seeking authorization for signature but Chair Oates decided to put the item on the agenda for a full discussion with the Board and then determine if the letter should move forward at this time or not.

ATTACHMENTS: Other 1

FISCAL IMPACT:

A link to the document has been placed on the Agenda as the document is quite large.

ACKNOWLEDGEMENT BY AFFECTED PARTIES:

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

RECOMMENDATION OF THE DEPARTMENT:

ADMINISTRATION RECOMMENDATION:

Discuss submitting a letter to the Oregon Transportation Commission regarding the STIP process.

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

September 4, 2020

Oregon Transportation Commission
355 Capitol Street NE
Salem OR 97301

RE: Region 1 ACT – STIP Projects and Funding

Dear Chairman Van Brocklin
Commissioner Simpson
Commissioner Gallery
Commissioner Brown
Commissioner Smith

We are writing out of concern regarding a small county's ability to successfully receive STIP funding for transportation projects. We understand the importance of larger projects to keep Oregon moving forward but Oregon's small counties also have important projects that affect the safety of Oregon's citizens and help bring economic strength to our communities.

Hood River County has put forward several good projects during the last several STIP rounds and none of the projects were selected. HB 2017 speaks about local projects being a priority for the State, yet it seems as though smaller projects in Oregon are being overlooked.

The representatives of the Region 1 ACT for Hood River County ask for consideration under the STIP process – our projects need to make it to the STIP list to even be considered for funding, give the small counties in Oregon a chance to present their projects.

We would be happy to appear at an upcoming Oregon Transportation Committee meeting to discuss the issue further. Thank you for your consideration.

Hood River County Region One ACT Members:

Mike Oates, County Commission Representative
(Chair, Hood River County Board of Commissioners)

Jess Groves, Ports Representative
(President, Port of Cascade Locks)

Erick Haynie, Cities Representative
(Councilor, City of Hood River)

Jon Davies, Business Representative