

POLK COUNTY BOARD OF COMMISSIONERS

DATE: September 25, 2024
TIME: 9:00 a.m.
PLACE: Polk County Courthouse, Dallas, Oregon

THE LOCATION OF THIS MEETING IS ADA ACCESSIBLE. PLEASE ADVISE THE BOARD OF COMMISSIONERS AT (503-623-8173), AT LEAST 24 HOURS IN ADVANCE, OF ANY SPECIAL ACCOMMODATIONS NEEDED TO ATTEND OR TO PARTICIPATE IN THE MEETING VIRTUALLY.

PAGE: **AGENDA ITEMS**

- 1. CALL TO ORDER AND NOTE OF ATTENDANCE**
- 2. ANNOUNCEMENTS**
 - (a)** Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00am on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.
- 3. COMMENTS (for items not on this agenda and limited to 3 minutes)**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF THE MINUTES FROM September 18, 2024**
- 6. APPROVAL OF CONSENT CALENDAR**
- 7. RESOLUTION NO. 24-11 – IN THE MATTER OF OPPOSING MEASURE 118**

CONSENT CALENDAR

- a)** Polk County Contract No. 24-153, City of Monmouth
(Kim Williams, Polk County Clerk)
- b)** Polk County Order No. 23-13, Fair Board Reappointment
(Nicole Pineda, Executive Assistant)

**THE BOARD OF COMMISSIONERS WILL MEET IN EXECUTIVE SESSION
PURSUANT TO ORS 192.660.**

ADJOURNMENT

POLK COUNTY PUBLIC MEETINGS AND PUBLIC HEARINGS
GUIDELINE FOR CITIZENS

REGULAR MEETING AGENDA

Regular meetings of the Polk County Board of Commissioners convene at 9 a.m. each Wednesday morning. Any person wishing to bring a matter before the Board at one of these meetings may do so by mailing or delivering written notice, concisely describing the nature of the item, to the Board of Commissioners, Polk County Courthouse, Dallas, Oregon 97338, by noon on the preceding Thursday. Unless otherwise announced, meetings are held in the Main Conference Room of the Courthouse.

APPEARANCE OF INTERESTED CITIZENS

The Board sets aside a time at each regular meeting for comment by the public on subjects not appearing on the Agenda. Individuals may come forward and make any statement they wish, but not to exceed three (3) minutes in length, except as is required to give concise answers to questions from Board members. If the subject will require a lengthier presentation, or merits inclusion as an item on the Agenda of a future meeting, the Board shall schedule it accordingly.

PUBLIC HEARING FORMAT
Land Use

1. Chairman opens hearing.
 - a. Reading of hearing request or appeal statement.
 - b. Call for abstentions (ex parte contact or conflict of interest).
2. County staff presents background, summary and its recommendation (20-minute limit).
3. Applicant (Appellant) presents his/her case (15-minute limit).
4. Public testimony. Note that all testimony and evidence must be directed toward the applicable factual and legal criteria as identified in the record and/or during this hearing. Do not repeat previous testimony. Simply note for the record that you are in agreement with that earlier testimony. Your time to present testimony is limited. FAILURE TO RAISE AN ISSUE IN THIS HEARING, IN PERSON OR BY LETTER, OR FAILURE TO PROVIDE ADEQUATE SPECIFICITY TO AFFORD THE BOARD AN OPPORTUNITY TO RESPOND TO THE ISSUE MAY PRECLUDE LATER APPEAL TO LUBA ON THAT ISSUE.
 - a. Individuals in favor of the application or appeal.
 - b. Individuals against the application or appeal. At the discretion of the Chairman, an attorney, consultant, or other designated representative of two or more individuals may be allowed the combined time for each represented individual who does not speak, not to exceed 20 minutes. The Chairman may require proof of designation.
5. Rebuttal by Applicant (Appellant) (10-minute limit).
6. Questions from Board (discussion limited to individuals questioned by the Board).
 - a. Staff.
 - b. Applicant (Appellant).
 - c. Individuals testifying.
7. Chairman closes hearing and announces closing of Record.
8. Chairman announces date for deliberation and decision.
9. The Board's decision is deemed the final decision of Polk County. It may be appealed to LUBA within 21 days of its issuance in written form. The address and phone number of LUBA may be obtained from the Polk County Community Development Department and will also appear on the Notice of Decision which will be mailed to all persons who testify, submit comments, or print their name and address on the hearing attendance sheet at the back of the hearing room.

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES September 18, 2024

1. CALL TO ORDER & ATTENDANCE

At 9:00 a.m., Commissioner Pope declared the meeting of the Polk County Board of Commissioners to be in session. Commissioner Mordhorst and Commissioner Gordon were present.

Staff present: Greg Hansen, Administrative Officer
Morgan Smith, County Counsel
Matt Hawkins, Administrative Services Director

2. ANNOUNCEMENTS

Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principle subjects anticipated to be considered. Pursuant to ORS 192.640, The Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00 a.m. on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.

The Grand Ronde Sanitary District Board is meeting on September 18, 2024 at 9:15 a.m. The meeting will take place in the Polk County Courthouse, 850 Main Street, Dallas, OR, 97338.

3. COMMENTS

None.

4. APPROVAL OF AGENDA

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON SECONDED, TO APPROVE THE AGENDA.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

5. APPROVAL OF MINUTES OF September 11, 2024

MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE MINUTES OF September 11, 2024.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

6. APPROVAL OF CONSENT CALENDAR

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER GORDON SECONDED, TO APPROVE THE CONSENT CALENDAR.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

The following items were approved by Motion under **5. APPROVAL OF CONSENT CALENDAR:**

- a) Polk County Contract No. 24-151 (Amendment 4 to 24-36), Oregon Health Authority
(Rosana Warren, Behavioral Health)
- b) Polk County Order No. 24-11, Budget Committee Member Reappointment
(Nicole Pineda, Executive Assistant)
- c) Polk County Order No. 24-12, Fair Board Member Reappointments,
(Nicole Pineda, Executive Assistant)
- d) Polk County Contract No. 24-152, Timber Company/City of Falls City
(Mark Garton, Sheriff's Office)

At 9:03 a.m. County Counsel announced that the meeting was recessed to Executive Session pursuant to ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

The Executive Session ended at 9:32 a.m. and Commissioner Pope directed staff to move forward as discussed in the executive session. Commissioner Pope Adjourned the meeting at 9:32 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Craig Pope, Chair

Jeremy Gordon, Commissioner

Lyle Mordhorst, Commissioner

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3 **BEFORE THE BOARD OF COMMISSIONERS**
4 **FOR THE COUNTY OF POLK, STATE OF OREGON**
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8 In the Matter of)
9 Oregon Measure 118)
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12 **RESOLUTION 24-11**
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14 **WHEREAS**, Oregon Ballot Measure 118 will appear on the November 2024 general election
15 ballot; and

16 **WHEREAS**, Measure 118 proposes a \$6.8 Billion tax on sales – not profits or income – with no
17 industry exceptions or exclusions; and

18 **WHEREAS**, Measure 118 proposes the largest tax increase in state history at a time when
19 Oregon families and small businesses can least afford it; and

20 **WHEREAS**, Measure 118 would increase prices on everyday goods and services, including
21 housing, food, medicine, and utilities; and

22 **WHEREAS**, studies show gross receipts taxes like the one proposed by Measure 118 are
23 highly regressive, and especially hurt those who can least afford it, including seniors and families
24 living on fixed incomes; and

25 **WHEREAS**, Measure 118's 3% tax on sales could apply at every step of the production and
26 selling process in Oregon, compounding the negative economic impacts of the tax and further
27 increasing the cost of goods and services; and

28 **WHEREAS**, Measure 118 would make Oregon-made products more expensive and local
29 businesses less competitive in regional and global markets; and

30 **WHEREAS**, Measure 118 could lead to a dramatic decrease in available revenues for the state
31 budget, potentially putting funding for local schools, healthcare services, public safety, and
32 transportation at risk; and

33 **WHEREAS**, Measure 118 is advertised as an anti-poverty measure but could potentially have
34 the opposite effect on many households who would no longer be eligible for state and federal
35 benefits such as the Earned Income Tax Credit; and

36 **WHEREAS**, Measure 118 is expected to significantly increase the costs of goods and services,
37 further harming state and local government budgets; and

38 **WHEREAS**, we, the Polk County Board of Commissioners, believe Measure 118 is a deeply
39 flawed measure that would result in negative economic consequences for Oregon families and
40 employers, as well as state and local governments; now, therefore
41

1 **BE IT RESOLVED** by the Polk County Board of Commissioners that:

- 2 1. Polk County Board of Commissioners opposes Oregon Ballot Measure 118 and urges voters to
3 vote no on the measure in the November 2024 general election.
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8 Dated September 25, 2024 at Dallas, Oregon.
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15 **POLK COUNTY BOARD OF COMMISSIONERS**
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21 Craig Pope, Chair
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26 Lyle Mordhorst, Commissioner
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31 Jeremy Gordon, Commissioner
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33 Approved as to form:
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35 _____
Morgan Smith
County Counsel

LICENSE AGREEMENT
(Use of Property for Elections Drop-box)

THIS LICENSE AGREEMENT ("License Agreement") is entered into by and the City of Monmouth, ("Licensor") and Polk County, a political subdivision of the State of Oregon, acting by and through its County Clerk and the Polk County Board of Commissioners ("the County" or "Licensee").

RECITALS:

A. Licensor maintains their City Hall at 151 Main St. W, Monmouth, Oregon 97361.

B. The Polk County Clerk conducts elections within Polk County. All elections in Oregon are vote-by-mail where ballots are delivered or mailed to the County Clerk's office. The County Clerk desires to offer citizens a convenient depository for vote-by-mail ballots so that voters can avoid the expense of personal or mail delivery of the ballots. Licensor has offered to allow the Polk County Clerk to use its property in the parking lot for location of a vote-by-mail drop-box. This License Agreement is to memorialize the agreement between Licensor and the County. NOW, THEREFORE,

AGREEMENT: In exchange for the mutual promises set forth below and for other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and County agree as follows:

1. Effective Date. This License Agreement is effective as of the last date set forth adjacent to the signatures of the parties below.
2. License. Licensor hereby grants County a personal, nonexclusive License to use its property at the Monmouth City Hall located at 151 Main St. W, Monmouth, Oregon 97361 for placement of a vote-by-mail drop-box ("Drop-Box"). A drawing depicting the authorized location is attached and incorporated as Exhibit "A" ("Licensed Area"). County's License for the use of the Licensed Area shall be restricted to use for a Drop Box permanently mounted on concrete. Licensor shall have no responsibility for security of the Drop Box or any ballots contained in the Drop-Box. County shall have reasonable access to the Licensed Area and to the Drop Box at all times during the term of this License Agreement.
3. Expenses. All expenses for set-up, security, maintenance and removal of the Drop-Box shall be borne by County.
4. Indemnity. Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, County shall defend, indemnify and hold Licensor free and harmless from and against claims which may be asserted against Licensor related to this License Agreement as a result of the negligence or wrongful acts of County, its officers, employees, or agents. Licensor shall defend, indemnify and hold County free and harmless from and against claims which may be asserted against County related to this License Agreement as a result of the negligence or wrongful acts of Licensor, its officers, employees, or agents.
5. Condition of Licensed Area. County acknowledges that it has accepted the Licensed Area in its present "AS IS" condition. Upon termination of this License Agreement County shall return the Licensed Area to the Licensor in the same condition as existed at the commencement of this License Agreement, reasonable wear and tear accepted.
6. Insurance. During the entire term of this License Agreement County shall, at its own expense, maintain a policy or policies of Commercial General Liability (CGL) Insurance, with liability limits of not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate. Such insurance shall be obtained through an insurance company licensed to do business in the State of Oregon. Upon demand, County shall provide a certificate of insurance to Licensor.
7. Governing Law/Amendments; Certification. This License Agreement shall be governed by and construed in accordance with the laws of the State of Oregon and may be amended or otherwise modified only by written instrument duly executed by Licensor and County. Licensor and County hereby agree and certify that they have complied with the tax laws of the state of Oregon or any political subdivision of the state of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318.

8. Attorneys' Fees. In the event of any action, suite or proceeding, including appeal, is brought for failure to observe any of the terms of this License Agreement, each party shall be solely responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

9. Severability. If any provision of this License Agreement is held invalid or unenforceable, the remainder of the provisions of this License Agreement shall not be affected, but shall continue to remain valid and enforceable to the fullest extent permitted by law.

10. Termination of License Agreement. The License granted to Customer under this License Agreement is perpetual and will continue unless terminated as provided in this paragraph. This License Agreement may be terminated by either party upon 30 days written notice to the other party. Upon termination, County shall remove the Drop-Box and vacate Licensors' property within seven (7) business days.

11. Notice. Any notice required to be given will be in writing and either delivered personally or sent postage prepaid by certified US Mail, return receipt requested, addressed, if to Licensors, to _____; and if to County, ATTN: County Clerk, 850 Main St., Dallas, Oregon 97338. Either party may, by written notice, designate a different address for notices.

12. Independent Contractors. Nothing contained in this License Agreement shall be deemed to create a partnership or joint venture between the parties, who shall at all times be independent contractors. Except as expressly provided, neither party shall be, or shall hold itself out to be; the agent of the other party, and under no circumstance shall either party have the authority to bind or commit the other party. Neither party shall be empowered to accept legal process on behalf of the other party.

13. Counterparts. This License Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when executed and delivered, shall together constitute one and the same instrument.

CITY OF MONMOUTH

By:

Rochelle Roaden
(signature)

Date: 9/17/2004

Rochelle Roaden
(printed name)

City Manager
(title)

POLK COUNTY, OREGON

Kim Williams
(signature)

Kim Williams, County Clerk

Date:

Craig Pope, Chair, Board of Commissioners

Date:

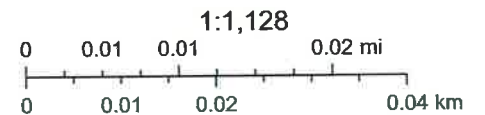
Polk County Webmap



9/17/2024, 12:57:07 PM

 City Limits

 Taxlots



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA,







POLK COUNTY

POLK COUNTY COURTHOUSE ★ DALLAS, OREGON 97338-3177
(503) 623-8173 ★ FAX (503) 623-0896

BOARD OF COMMISSIONERS

Commissioners

CRAIG A. POPE

JEREMY GORDON

LYLER.MORDHORST

GREGORY P. HANSEN

Administrative Officer

TO: Board of Commissioners

FROM: Nicole Pineda, Executive Assistant

DATE: September 20, 2024

SUBJECT: Fair Board Reappointment

RECOMMENDATION:

That the BOC approve the reappointment of Paul Thompson to the Fair Board, terms to expire December 31, 2027.

ISSUE:

Should Polk County reappointment Paul Thompson to the Fair Board?

BACKGROUND:

Paul Thompson is a current member of the Fair Board, and has said that he would like to extend his term.

FISCAL IMPACT:

None.

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6 BEFORE THE BOARD OF COMMISSIONERS FOR
7 POLK COUNTY, OREGON
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10 In the Matter of ReAppointing)
11 Members to the)
12 Polk County Fair Board)
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14 **ORDER NO. 24-13**
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16 WHEREAS, the Polk County Board of Commissioners, pursuant to ORS 565.210 have the
17 authority to appoint a Fair Board to oversee the operations of the Polk County Fair; and
18

19 WHEREAS, the Statutes which govern operation of the Polk County Fair Board allow for
20 appointment of Members to three (3) year terms; and
21

22 WHEREAS, the Polk County Commissioners have sought out qualified individuals to serve
23 on the Fair Board for the Polk County Fair;
24

25 **NOW THEREFORE, THE POLK COUNTY THE POLK COUNTY BOARD OF**
26 **COMMISSIONERS HEREBY ORDERS THAT:**
27

28 Paul Thompson is reappointed to the Polk County Fair Board. Term of appointment is
29 through December 31, 2027.
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31 Dated this 25th day of September, 2024, at Dallas, Oregon.
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33 BOARD OF COMMISSIONERS
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36 _____
37 Craig Pope, Chair
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41 Approved as to Form:
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40 _____
41 Lyle Mordhorst, Commissioner
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44 _____
45 Morgan Smith
46 County Counsel

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41 Jeremy Gordon, Commissioner
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