

**POLK COUNTY BOARD OF COMMISSIONERS**

**DATE:** November 27, 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 November 13, 2024**
- 6. APPROVAL OF CONSENT CALENDAR**

**CONSENT CALENDAR**

- a) Polk County Contract No. 24-186, Alyrica Networks  
(Morgan Smith, County Counsel)**

**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

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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.

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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.

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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 November 13, 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 Homeless Prevention Advisory Council (AKA P.A.T.H.S) will be meeting on November 13, 2024 from 12:00 pm to 2:00 pm located at 1407 Monmouth Independence Hwy, Monmouth OR 97361.

The Polk County Board of Commissioner's meetings on November 19th & 20th, 2024 have been cancelled.

**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 November 6, 2024**

**MOTION: COMMISSIONER GORDON MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE MINUTES OF November 6, 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.**

**7. LENGTH OF SERVICE AWARDS**

The Polk County Board of Commissioners and staff recognized the following employee for their years of service:

- Sergio Gutierrez, 20 years of service

**8. ALYRICA – BETHEL HEIGHTS BROADBAND PROPOSAL**

Sam Dotson, Chief Executive Officer for Alyrica Networks and Kimberli Lipscomb, Director of Growth for Alyrica Networks, introduced themselves to the Board and staff and provided some background information on why they are here presenting today. Next, they went over a PowerPoint presentation. The presentation highlighted the scope of work they are proposing, the timeline, the project area and the service plans. Ms. Lipscomb stated that they are asking for \$200,000 in funds for this project. Commissioner Pope asked Ms. Lipscomb to explain the Project Area slide a little bit more for those who are following online so that they can understand it more clearly. While going over the plans that will be available, they stated that they were recently approved to be a part of the Oregon Lifeline program and Ms. Lipscomb explained what that meant and how that service is funded. Commissioner Mordhorst thanked them for everything they have been doing, especially since he lives in the region that they are planning on working in. Commissioner Mordhorst also wanted to thank them for the great customer service Alyrica has to offer as well. Commissioner Gordon asked if they see potential of increasing that 50% of underserved population in the future and Mr. Dotson answered his question. Commissioner Mordhorst asked about the systems they are planning to use and if they are making any changes to that and Mr. Dotson answered his question. Commissioner Pope asked Dean Anderson, Project Manager and former IT Director for Polk County, to give his input on this project and any issues he may see happening in these underserved areas and whether or not there will be more funding/grants available and Mr. Anderson answered his question. Mr. Anderson stated that there was no proposal before the Board today, but that they will be working on that if the Board wants them to keep moving forward and will return at a future date. The Board approves of them continuing to move forward with the proposal.

**9. PERS UPDATE**

Greg Hansen, Administrative Officer, provided an update to the Board going over the PERS program rates coming up July 1, 2025 for the county. Mr. Hansen shared a report from Milliman that was a system-wide actuarial valuation of the Oregon Public Employees Retirement System (PERS) as of December 31, 2023, as well as another report that showed the employer contribution rates for Polk County. Mr. Hansen broke down most of the report for the Board so they could understand what was in front of them. Commissioner Pope asked for Mr. Hansen's opinion on the UAL trajectory of growth and decline and Mr. Hansen provided his opinion of it over the next 10 years. Commissioner Gordon asked about the cost to the budget over the next two years and Mr. Hansen answered his question.

**10. FAIR BOARD REQUEST – OPERATING LEVY**

Greg Hansen, Administrative Officer, stated that he attended a fair board meeting yesterday and that they voted unanimously for him to present an interoffice memorandum to the Board with the recommendation the Polk County Board of Commissioners consider the following: 1. To place a Local Option Tax (operating levy) measure on the ballot for the May 13, 2025, general election to fund operations/improvement at the Polk County Fairgrounds. 2. A local option tax (operating levy) in an amount not to exceed \$0.15/\$1,000 assessed value for a duration of five years. 3. Direct staff to provide all of the coordination to move forward on the process. Mr. Hansen provided background information on this topic and stated that he can answer any questions that the Commissioners may have. Mr. Hansen stated that this would be on the May 2025 Ballot and he went over what the next steps would be if they approve the recommendations and went over future dates of action items that need to take place. Mr. Hansen stated that in their packet, it also shows the money that would be generated if the \$0.15/\$1,000 was approved and what they plan on using that money for.

**11. RECLASSIFICATION OF AN EMPLOYEE**

Matt Hawkins, Admin Services Director, is requesting the reclassification of an Accounting Technician I to and Accounting Technician II. Should the reclassification be approved, it would be effective November 1, 2024 and have an impact on the FY 24-25 budget of approximately \$5,000 including PERs contribution should it be for 12 months.

**APPROVED BY CONSENSUS OF THE BOARD.**

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

- a) Polk County Contract No. 24-186, City of Salem  
(Morgan Smith, County Counsel)

There no need for an executive session and Commissioner Pope adjourned the meeting at 9:46 a.m.

**POLK COUNTY BOARD OF COMMISSIONERS**

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Craig Pope, Chair

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Jeremy Gordon, Commissioner

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Lyle Mordhorst, Commissioner

**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**POLK COUNTY and THE CITY OF SALEM**

**1. PARTIES TO AGREEMENT**

This Agreement is between Polk County, a political subdivision of the state of Oregon, hereafter called Polk, and the City of Salem, a political subdivision of the state of Oregon, hereafter called Salem, (Collectively referred to as "Parties") and is made pursuant to ORS Chapter 190.

**2. PURPOSE/STATEMENT OF WORK**

The purpose of this Agreement is to establish the terms and conditions under which the Parties will jointly implement Schedule A (3) (d) and (e) of the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Phase II General Permit, of which Polk is the Permit Registrant. These terms and conditions are further described in Section 5 and pertain to implementing the MS4 Phase II Permit requirements for Construction Site Runoff Control and Post-Construction Site Runoff for New Development and Redevelopment. The terms of this agreement only apply to development that is within Polk County's jurisdiction and within the City of Salem's adopted Urban Growth Boundary (UGB) that is depicted on Polk County's Official Zoning Map, hereafter called the Agreement Area.

**3. TERM AND TERMINATION**

3.1 This Agreement shall begin once executed by both parties and be in place through the term of the Oregon Department of Environmental Quality (DEQ) Permit No. 116224, unless terminated or extended as provided herein.

3.2 This Agreement may be extended by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing, and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

**4. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT**

**4.1 UNDER THE TERMS OF THIS AGREEMENT, SALEM SHALL:**

- a. Receive and review applications and issue evaluation for Erosion Prevention and Sediment Control (EPSC) and Green Stormwater Infrastructure (GSI) within the Agreement Area. Evaluations will be issued only if applicants comply with all applicable Salem Revised Code (SRC) requirements in effect at the time of application, including, SRC Chapter 70 "Utilities", SRC Chapter 71 "Stormwater", SRC Chapter 75 "Erosion Prevention and Sediment Control", SRC Chapter 82

"Clearing and Grading of Land", SRC Chapter 810 "Landslide Hazards", and in conformance with the most current version of Salem's Public Works Design Standards. Salem shall provide inspection for all such EPSC and GSI permits during construction and for this service each individual applicant shall pay to Salem the permit fees adopted by the Salem City Council.

- b. Administer through its Public Works Department the rules and regulations adopted by Polk under this Agreement. During the inspection process, the Director shall notify Polk of all evaluations for which compliance has not been obtained.

#### **4.2 UNDER THE TERMS OF THIS AGREEMENT, POLK SHALL:**

- a. Update Polk County's Code of Ordinances to require construction site operators to obtain an Erosion Prevention and Sediment Control evaluation (EPSC) from Salem for construction projects that will result in a minimum land disturbance of 10,890 square feet (a quarter of an acre) or more within Polk County's jurisdiction and within Salem's adopted UGB. Polk County to issue EPSC permits upon receipt of an evaluation recommending such a permit.
- b. Update Polk County's Code of Ordinances to require a Green Stormwater Infrastructure evaluation (GSI) from Salem for projects that will create or replace 10,890 square feet (a quarter of an acre) or more of new impervious surface within Polk County's jurisdiction and within the Salem's adopted UGB. Polk County to issue a GSI permit upon a receipt of an evaluation recommending such a permit.
- c. Be responsible for determining when the MS4 Phase II General Permit requires an EPSC and/or GSI for a project, and notify the applicant.
- d. Provide Salem a copy of the permit and all other supporting documents for the project that requires obtaining an EPSC and/or GSI from Salem.
- e. Require property owners to sign and record a long-term operation and maintenance agreement with the Polk County Clerk for Post-Construction Stormwater Controls that are installed as part of a GSI.
- f. Be responsible for enforcement and inspections that are associated with long-term operation and maintenance requirements.
- g. Amend procedures and train Polk County staff to identify what projects require an EPSC and/or GSI from Salem.
- h. Maintain records for all permits that require an EPSC and/or a GSI.
- i. Remain responsible for compliance with any MS4 Phase II Permit requirements that another permit registrant or entity fails to implement.

- j. Notify Salem of changes prior to amending any rules, regulations or ordinances governed by this agreement that change the obligations of Salem under the agreement at least 60 days prior to first legislative or administrative action on the relevant rules, regulations or ordinances.

## **5. FUNDING**

Salem will charge applicants a fee for the cost of service with the submission and/or issuance of an EPSC and/or a GSI evaluation.

## **6. COMPLIANCE WITH APPLICABLE LAWS**

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

## **7. NONDISCRIMINATION**

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

## **8. HOLD HARMLESS**

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties. For any and all claims against either Polk or Salem from a third party, Polk County agrees to defend and indemnify Salem for any and all claims arising from the actions of their employees and/or agents.

## **9. INSURANCE AND RISK MANAGEMENT**

9.1 Each party shall insure or selfinsure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

## **10. MERGER CLAUSE**

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the

signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

## **11. NOTICES**

Any notice required to be given to Polk or Salem under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

Salem:

Brian D. Martin, PE  
Public Works Director  
555 Liberty St SE, Suite 325,  
Salem, OR 97301

Polk:

Austin McGuigan  
Community Development Director  
850 Main St.  
Dallas, OR 97338

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## SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

### CITY OF SALEM SIGNATURE


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

### POLK COUNTY SIGNATURE

  
\_\_\_\_\_  
Signature

Craig Pope  
\_\_\_\_\_  
Print Name

Phone: 503 623 9173

E-mail: pope-craig@co-polk.or.us