

Board of Okanogan County Commissioners

August 31st, 2020

Via AV Capture (first half) and Zoom (second half)

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Present:

Chris Branch (CB), BOCC District 1

Andy Hover (AH), BOCC District 2

Jim Detro (JD), BOCC District 3

Lanie Johns (LJ), County Clerk

(Time stamps for the first part refer to the recording are found on <https://okanogancounty.org/avcapture.html>. The second group of time stamps refer to the Zoom audio, on County Watch, which recorded from 1 :33 :10 until the end, and is much more audible.)

Summary - 8/31/2020, 9 AM

Palmer Lake Fire observations (*AV Capture video 25:08-1:33:57*) - Mop-up has gone one with local workers. DNR firefighters were involved before this final phase. Detro reports good cooperation and communication . Ladder trucks were sent home, being of a size unadapted to the narrow roads, an example of waste of resources, he says.

Videos shot of all around the county (*33:57-44:45*) - Each commissioner gives a cameraman, who comes from the east coast, a tour of his own district, including infrastructure, natural wonders, towns, the dam and even "Sasquatch".

Comprehensive Plan (*44:45-Zoom audio 5:54*) - Exceptions for subdivision as specified in RCW 5817 are read, amendment to be made to the planning ordinance specifying a 5-acre limit, decision to honor subdivisions existent before the signing of the zoning ordinance. Water rights.

Indigent Defense Fund (*Zoom audio 5:25-7:53*) - This fund pays administrative court costs for indigents, costing over \$1 million but keeping people out of jail. JD will see if this much in funds is still available in the budget.

Cares Act, Superior Court proceedings at Fairgrounds and elsewhere (*Zoom 7:53-end*) \$628,000 in Covid-related expenses have been tallied so far. Called obligations, they will be honored by the CARES Act. \$250,000 of this is relief to business, allocated to the Economic Alliance. The Superior Court has begun using the fairgrounds, the first time being a ceremony for drug court graduates. Should the Court hire a custodian? Contract with a cleaning company? Should the County do the hiring? Should they lease for \$75 a day or \$75 per facility (Agriplex, kitchen, bathrooms...) used, as specified in the typical lease contract?

(CB hasn't arrived; sporadic conversation between JD and AH)

28:08 **Palmer Lk. Fire - AH:** When you kept those guys up for mop-up, did you have to push for

that pretty hard, to get the guys up there? **JD:** I wouldn't say pretty hard. I met with Ken. First of all, okay, the lien on that was DNR, totally different because when I was dealing with it over there it was Forest Service. Ken said we're trying to use local resources as much as possible but something there wasn't a good fit, like they were bringing Skidgens (?) and I said well I thought we could use them on the mop-up. And so Ken left, and I talked to those guys and I told them we're operational. After Ken left, he was the lead after Ken left, and he kept me (informed). Then I met with Hal, our Wildfire Advisory. He helped a lot. **AH:** We need - all those guys in the county need to get commissioners (*inaudible*) **JD:** I said (*inaudible*) I'm going to talk to our legislative people about some legislation that ties these fires to cooperative agreements between commissioners and (*inaudible*) **AH:** We've got to say that you send us guys from Oregon...and really, if we were to look at our comprehensive plan, as far as economic (*inaudible*) and because it was such a sagebrush steppe fire by the time they got to mop-up they were doing nothing for Daryl Skidgens' crew. **JD:** He called me and he said "We're going to keep Daryl on (*inaudible*) We're doing that with other local resources because a lot of these guys could go home and sleep at night. **AH:** And that's the other thing too, especially with Covid too, when you're having to spread everyone out- - **JD:** So I said I know this is not going to be a very popular subject but this is the fact. I said

29:05 these fire engine ladder trucks, we don't need them. I said they were not going on a 2-track road. They absolutely won't go. **AH:** We'll think about it. What structure around this county do we need a ladder truck for here? 'Cause all the buildings in Okanogan County are right here. **JD:** I said "Those guys are expensive. You need to go home. And it's not going to be very (*inaudible*) We got one or two of those guys in our advisory committee that are from fire department's (*inaudible*) But my point is, why send those resources? It's expensive. But you know already their law says they can't go on (the road.) (*Inaudible*) It's a waste of resources. Don't tell me. If the town of Loomis is threatened, okay, then send in structure protection. (*Inaudible*) Well the other thin I see is that you've had a Board of County Commissioners that is really buddy-buddy with these guys. So it has to be coordinated and some parameters set up. But I told them there's always room for improvement. And it's better than it used to be. But still- - **AH:** And that's why I wanted the list up front. That way there's no way (*Inaudible*) **JD:** As far as cooperation it couldn't have been better. I mean those guys communicated with me pretty much on a daily basis. And they had lots of praise for (*inaudible*) He was pretty much Johnny on the spot (*inaudible*).

(*CB has arrived. Pledge of Allegiance.*)

33:57 **Video shooting - AH:** How did the video tours go? (*JD says with the cameraman who is from New York State they went to Conconully, Loomis, Ellisford, the dam, Molson, Chesaw, and Tonasket, visiting some petroglyphs, AH:* We went up to the pass, (*Inaudible*) overlook, it was clear, through Mazama, the store, took the drone out, (*saw*) Winthrop, the bike shops, bike riders, and went to the Smokejumpers' Base. **CB:** We started in Omak, the schools, medical facilities, Ambulance (*center*) **AH:** We focused on recreation. **JD:** We got shots of orchards, cattle, barns made with wooden pegs, no nails, that impressed the cameraman. **CB:** We started overlooking the valley, saw the "Sasquatch", the dam, looked for hotspots. Pend Oreille River, Columbia River, Powow Grounds, (*some waterfalls*), the Mission, Pascal Sherman Indian School. Checking to see how our salmon are doing. Not too bad. (*Mentions that someone who lives nearby is going to help fix the fuzzy sound in the new audio visual recording system.*) I'm going to ask him for some ideas.

44:45 **Comprehensive Plan - AH:** A possible change to the subdivision ordinance. I don't know where that's at (*looking at his documents*) **CB:** Did you get some information this morning? I didn't have time to read it. Also we need to get the spending thing through- - (*searches the*
1:10:40 *document with AH*) Do we want to make changes in the ordinance- - the exemptions? **AH:**

The ordinance should not apply to sections, as it's written here. It says "this ordinance shall not apply to exemptions to RCW 5817." I want to make sure that we're in agreement that that was what we're really talking about because that is the section that says "chapter inapplicable;" The exceptions. We should have actually spelled that out. "Cemeteries, and other burial plots used for that purpose." So obviously that's morally bad. "Divisions of land into lots or tracts of which is 1/100th of a 20-acre section of land or larger or 5 acres or larger the land is not (*inaudible*) of description in fraction of section of land unless governing authority of a city or town or county in which the land is situated shall have adopted the subdivisions," which we have. So in the state law 5817.40, subdivision is not applicable if you are dividing land into 5 acres or larger chunks. So that's #2 actually, "Provided that for purpose of computing the size of an end lot under this item which borders on a street or road, lot size shall be expanded to include that area which would be bounded by the center lane of the road or street, etc." So, that exception, we do want to include because we have the 20-acre exception so we have to have a section #2 which says it's in that (*inaudible*) It's five acres unless you make it applicable, which we do. But we make it 20 acres because that would be the exemption, segregation laws (*from*) 5817, correct? Divisions made by testamentary provisions for the law of the senate- - you may have an explanation for that. **CB:** There were divisions of inclusive land as part of, like a well, or- - **AH:** But it would have to meet- - That one can't ("*re-une*"?) because you can't have somebody will a piece of property and say you want to cut it into a couple of pieces. **CB:** I think that means a testamentary- - I think that that happened prior to them. So they were made by those provisions some time ago. And the laws of dissent, they probably made these apportionments for property some time ago and that made the subdivisions occur, so it's an exception in 5817. So I don't know how you get around it. **AH:** So let's say I have a 15-acre tract in a 5-acre zone, and I (*inaudible*) the land divided into three equal chunks but there's no well, so it's still subdivided. **CB:** I agree. And the rest of the story is really relative to the existing law and what you can do with it. **AH:** So that's what it is, testamentary? **CB:** You know, in the complicated ones somewhere there's big families. Remember when they were doing the end of the bridge down there in Okanogan? There were several owners of that property. That was quite a- - **AH:** It's another 4th one (*exemption*) "Binding side points". (*CB reads to himself.*) Just according to the present issue (*inaudible*) a division for the purpose of lease for no residential structure other than mobile homes, tiny houses, or tiny houses with wheels, or travel trailers are permitted to be placed on the land (*inaudible*) five-acre lot. **CB:** Same thing as #4. **AH:** This is #6. "A division made for the purpose of alteration by adjusting boundary lines between (*inaudible*) private lots and (*inaudible*) which does not create any additional, lot, tract, parcel, site or division or create any addition, lot, tract, parcel, site which contains any specific area (or) divisions to meet minimal requirements" (*inaudible*) #6 is good. #7: Divisions of land into lots or tracts if such a division is a result of subjecting a portion of a parcel or tract to (*inaudible*) chapter 60, (*inaudible*) horizontal property, common limits." - - That's what we were talking about. **CB:** That's more of a group system? **AH:** Right. (*inaudible*) #8: "Division for the purpose of leasing land for facilities providing personal wireless services while used for that purpose. Personal wireless services meaning federally licensed personalized facilities, un-staffed facilities that are used for the transmission or reception"- - That one needs to stay in there because if it's un-staffed facilities you're not going to have water on it and if I wanted to cut off a piece of property (*inaudible*). "A division of land into lots or tracts of less than three acres that is recorded in accordance with chapter 5809 and is used or to be used for the purpose of establishing a site for construction on operation (*of*) consumer-owned, investor-owned electric utility facilities." Means un-staffed facilities except for the presence of security personnel that are used for, or in connection with, or to facilitate the transfer"- - That one needs to stay in there. (*To JD*) You were not here when we

did a public hearing. So we did this back on June 17th, we signed this (protocol) and then we had the public hearing. And so comments came up that because we said “You can do it as long as it meets an exception to 5717, well there are some exceptions that are marginal, so if you (*inaudible*) are just going to (*inaudible*) side points, that’s an exception to- - **CB**:

Binding side points is an interesting one because I think we should specify for sure. **AH**:

Well I agree. Like if somebody came to us and said “I want to do a planned development with water rights, it would be pertinent to that. That’s not a planned site, it’s a planned development. Or is it a planned site? **CB**: Well, looking at your ordinance and the binding side points, we have a process to go through. I don’t think it would subdivide the land and leave it up to the assumption that (*inaudible*) you’re not getting water for it anyway, and so you couldn’t approve it. So what we need to do is say these sections are applicable, probably instead of the non-applicable. **AH**: “This ordinance shall not apply to exceptions 1, 2, 3, 4

CB: Then we could further clarify #2, just because we have a different number for lot size.

AH: Under #2 maybe that should be the last “whereas” because you’re making a statement of fact. Because you’re not ordaining anything. **CB**: When you’re saying “ordained” you’re saying these are the ones that we do not apply the ordinance to? **AH**: Where do you show that actually under #2 there’s a difference in Okanogan County because we’ve changed the claim?

1:25:44 And I was thinking that would be a “whereas”. **CB**: You’d do that but still you’d need to specify size. You could make it understood in the “whereas” clause. **AH**: One of the last “whereas” is that you state that, and then you go into “therefore being ordained”. **CB**: You’re just pointing out that it was in the (*law?*) and then adopted. (*inaudible*) So, in the ordinance, one thing is where were are specifying that we are ordaining. Now that you brought this up. One thing that we did do was that no subdivisions of land were to be allowed, but it didn’t say if it had water rights. Unless it has bona fide water in it. **AH**: Or contained in an existing well. Now here’s the other thing. I think these are some (*inaudible*) systems. I think they’re already tracked out, but I don’t think that would really matter because I think that to do that we’ve already been (*inaudible*) to clear that up. **CB**: We should clarify that on that particular point. Stop the segregating. (*inaudible*) **AH**: Let’s say I’m (*inaudible*) and I’ve got an exempt well irrigating my half acre of lawn. (*inaudible*) That’s also contained in the last statement. Can we state it another way? That use of water rights (*inaudible*) because then there’s no confusion over water rights. **CB**: What about this? I don’t have a water right (*but*) I’ve been using an exempt well and like you said, he was describing the scenario where I was actually watering the garden, the yard and everything like that in anticipation of living there, and I was using the well. But (*water?*) use, that is actually - - It was in a subdivision that was opted out. (*AH is inaudible*) What we’re addressing here on the exceptions is that we have an exception that we were going to honor the subdivision, to allow them to be served by

Zoom
0:00 (*inaudible*) and subdivisions that are created. Good question. You know, we had decided that, even though somebody did a domestic (*inaudible*), that we were going to honor the subdivisions that occurred. **AH**: What we were talking about was after that. (*CB is inaudible*) Well let’s just talk about it. The parcels existed on the date of the document because there’s a subdivision. Now if you’ve got a 10-acre parcel and you have an existing well and everything that’s been put to beneficial use already, or you’re on a five-acre minimum, I can cut one of those off because I’m not making any group use. **CB**: That’s what’s being appealed right now. (*inaudible*) **AH**: I actually attended that one (*public hearing?*) Each one had 10 days to file. Each of them had a statement that the other hadn’t read, oral arguments that the other hadn’t seen, or council hadn’t seen, so he was going to give them 10 days to provide briefs to each other and three additional days for a response. **CB**: So we do still have the ordinance in place. We’re going to adopt a new ordinance. **AH**: I wouldn’t say we were adopting a new ordinance. **CB**: (*inaudible*) go through a process. **AH**: Here again we already had a public hearing on that. Which means we can adopt the changes

2:41 to that based on (*inaudible*). We're not going to have to go back out (*inaudible*). **CB** I suppose not. **AH**: That's what you're doing when you're looking at anything like that. You're taking in public comments to see if your decision you made or are going to make is how that public testimony (*inaudible*) **CB**: The way I look at it is this: you decide that based on how insignificant you guess that the change that you made is. **AH**: If there were comments from any time we discussed at that public hearing- - **CB**: So just hypothetically, I guess I'll put it out there, I looked at the public notice for this hearing, saw what the hearing was for and I read it, I said I'm not going to go to this public hearing. And then there were changes made that were significant enough that took a project that I was interested in out of the allowed use. And I didn't go there. And I didn't have a chance to comment. So that's the significance portion. It's significant enough that that's why I asked the question. **AH**: I'm not into beating a dead horse. I don't think that the significance that (*inaudible*) is drastically over what we were thinking in the first place. It was just too broad a statement. Because I would never- - If you're not going to allow subdivisions to happen, why would you allow condominiums to go up? **CB**: You're right, I agree. I was just trying to talk about it. **AH**: My feeling is we do not need another public hearing. We've already had one, taken comments, we've actually responded to those comments in- - **CB**: We left the hearing open for that purpose? **AH**: No, we closed it in. **CB**: Okay, well, we can make those changes and when they consider it we could make it right in our minds. There's no law that says exactly we have to or we don't have to. It's one of those things that we have to decide.

Indigent Defense Fund - **JD**: On the (*inaudible*) court, line 143, (*budget outlays?*) we wanted to increase it to \$70,000. They're going to ask why. Because the cost of the Indigent Defense Fund. **AH**: So, good example, the gal that graduated (*from the drug program*) Friday... **JD**: So the ruling from the courts was that because she was indigent she did not have to pay the administrative court costs. And I don't disagree. I'm not saying that whatsoever. But it must have been six people, six or seven people going through drug court, so there's costs associated with those, and you know our indigent defense bill is going to be 6:43 \$1.2 million. We're only getting \$55-60,000 back from the state as reimbursement. **AH**: If we're trying to push that way, which I think we should, to keep people out of jail, then using this fund- - When they wanted to (*advocate?*) to have that position paid for through drug court we took it out, put it into credit spent so this is a direct tie back to therapeutic drug (*inaudible*). The committee has always been willing, if we have the money. I've got to call Cari on that. (*AH phones, learns budget committee meeting is Sept. 22nd.*) **AH**: It's fund 143 and then it goes to Public Defender's side. Won't be there on the 5th but maybe 6th. *LJ talks about meeting schedule.*)

Cares Act, Superior Court proceedings at Fairgrounds **AH**: Lanie, we already signed the contract between the County and Economic Alliance for the CARES Act money? **LJ**: Yes, it will need to be amended because it was for that specific amount. So Roni (Holden-Diefenbach, Dir. Of Economic Alliance) just got back to us on that CARES Act money. We only need to get obligated \$250,000 for economic assistance. She found more money. **AH**: 23:21 They've had \$487,000 in asks. So all we have to do is put in another \$157,000 to fulfill all those. I think we should. **AH**: I agree. **LJ**: I will make the amendment. **AH**: Do you know what the amount of money is of the total for the County CARES money, in receipts? **LJ**: \$628,000. That includes \$250,000 that we have allocated to Economic Alliance. **AH**: Oh, so that includes that. Then we're only out like \$1.1 million in possible obligated funds. Or 1.2 because of Public Health. **LJ**: I have some of their costs already calculated in here. They provided me with an A19. I think it was around- - it was amended. I think it's around \$42,000. And then for Public Works employees I have \$318,000. **AH**: We're going to have

some costs, probably, for the fair. **LJ**: I wanted to talk to the board a little bit about the contract for Superior Court, in that it's just a regular lease contract. The resolution did establish a rental fee of \$75 per day per facility and I wanted to make sure that contract is correct. They're getting a combined rental with kitchen, annex, Agriplex as one fee instead of individual. **JD**: I think it all of those things are supposed to be 75 bucks if they're using- - **LJ**: I don't know that the contract does that. And I'm not sure \$250 is going to cover the expenses. I'm not sure the contract covers what the expectation is for the cleaning duties that will be included in the \$75 if that's what the board- - **AH**: Those are Covid-related expenses. The court should just go through the process of hiring a contract cleaning comp- - **LJ**: So Joe is in the process of hiring someone for that custodian position for the fair, so that will need to be worked out if that's a change of course. **AH**: One reason we're hiring a position is because of Covid-related stuff at the fairgrounds or the annex. For the Agriplex, annex, kitchen, bathroom. So that whole wage line should be able to be utilized under the CARES fund. **LJ**: Because it has a cleaning deposit in the lease agreement. That makes that situation a little unclear for me. **AH**: These are unprecedented times. Because typically you would have, you know, if somebody wanted their gathering down the road, well than that's in the fee schedule and that's what we're doing. So this is a totally different situation. So I was kind of- - **LJ**: I was maybe assuming that there was a special contract that outlined those special needs at the courts. But that regular lease agreement doesn't really do that. **AH**: So this was the first court session that they had over these (*he heard from Judge Rawson*) **LJ**: Cause they had that Drug Court graduation. **AH**: Because I know Dennis (*Rabidou*) had some stuff that happened when we were talking about microphones. It worked out good. Only thing is they need to learn mike etiquette because they don't have directional mikes (*inaudible*). So now we know what it's going to look like. Joe needs to be brought in to the conversation. You know that was 75 bucks a day if that's what our fee schedule says but the cleaning portion of that is way outside of the realm of typically what you would for one day. I'll just talk to Dennis and see if he wants to go through- - I would rather go through our CARES Act funds. We have a lot of money. (*Our "RC Funds"?*) can take care of stuff. You know he keeps talking about getting an x-ray machine. For over there. For going through the line. So what they had set up, was, you came in to the end of the Agriplex, you got in a line to go through a metal detector set-up. It's just him going through it. But, if you have an x-ray machine, because of having to do it this way, I think it would benefit the security. **LJ**: So they were going to pay for that through the AOC funds? **AH**: Yes. He didn't say, "I'm going to go get one. He said I thin, after looking at this, that we might try to apply- - **LJ**: We'll look into it and see what it costs So I did send an email to Dennis and Naomi last week asking them to coordinate the custodial needs with Joe as well as the schedule and what those expectations are. Since he's hiring for the position. **AH**: Yes, it's really up to Joe to figure out- - Oh they told me we didn't do a good enough job, and so we need one other person to do this? And then we're going to need to say "okay". Dennis, superior court, because of this, we're having to do this. **LJ**: I'm just talking about the work that's going to be involved **AH**: This needs to get paid by someone other than us. There's only two avenues that I see. 1) The courts hire more people 2) The Superior Court goes out and gets a contract with a cleaning company. And then they deal with that through their AOC funds. That way there's no- - because that is a court requirement, to have to have that cleaned all the time. We're going to name that person. **LJ**: Even if they're going to hire a cleaning company? And I just don't know what their expectations are. (*inaudible*) put a lot of energy into hiring somebody, but they're going to hire a cleaning company instead. That isn't a very effective use of time. **AH**: Depending on if there's going to be, I think, come this fall and winter, there's going to be some changes to what goes on because of heating requirements and all this other stuff. So there may be some other place that Superior Court may have to be held. We're going through a transition phase.

I think I'd rather have one more employee to help maintenance out. **LJ:** Better to have enough employees to address this situation than not enough. **AH:** They're going to be having selection other places, not just this courthouse, so you're going to be salting, shoveling, possibly plowing, other places. *(Inaudible conversation. Meeting adjourned.)*