



## AGENDA: REGULAR SESSION

WEDNESDAY, FEBRUARY 17, 2021

WASCO COUNTY BOARD OF COMMISSIONERS

<https://wascocounty-org.zoom.us/j/3957734524> OR Dial [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

**PUBLIC COMMENT:** *Individuals wishing to address the Commission on items not already listed on the Agenda may do so during the first half-hour and at other times throughout the meeting; please wait for the current speaker to conclude and raise your hand to be recognized by the Chair for direction. Speakers are required to give their name and address. Please limit comments from three to five minutes, unless extended by the Chair.*

**DEPARTMENTS:** Are encouraged to have their issue added to the Agenda in advance. When that is not possible the Commission will attempt to make time to fit you in during the first half-hour or between listed Agenda items.

**NOTE:** With the exception of Public Hearings, the Agenda is subject to last minute changes; times are approximate – please arrive early. Meetings are ADA accessible. For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900. If you require and interpreter, please contact the Commission Office at least 7 days in advance.

*Las reuniones son ADA accesibles. Por tipo de alojamiento especiales, por favor póngase en contacto con la Oficina de la Comisión de antemano, (541) 506-2520. TDD 1-800-735-2900. Si necesita un intérprete por favor, póngase en contacto con la Oficina de la Comisión por lo menos siete días de antelación.*

*In light of the current COVID-19 crisis, the Board will be meeting electronically. You can join the meeting at <https://wascocounty-org.zoom.us/j/3957734524> or call in to [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#*

*We appreciate your patience as we continue to try to serve the public during this time. Please use the chat function to submit real-time questions or comments. You can also submit comments/questions to the Board anytime on our webpage: [Your County, Your Voice](#)*

<b>9:00 a.m.</b>	<b>CALL TO ORDER</b> Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. <b>Corrections or Additions to the Agenda</b> <b>Discussion Items:</b> <a href="#">COVID Updates</a> ; <a href="#">Century Link Refund Credit</a> ; <a href="#">Wholly Uncollectible Taxes</a> ; <a href="#">Vehicle Award</a> ; <a href="#">Forest Patrol Agreement Modification #4</a> ; <a href="#">Community Dispute Resolution Program Joint Resolutions</a> ; <a href="#">MCCFL Trust Deed</a> (Items of general Commission discussion, not otherwise listed on the Agenda) <b>Consent Agenda:</b> <a href="#">2.3.2021 Regular Session Minutes</a> ; <a href="#">Planning Commission Reappointment</a> (Items of a routine nature: minutes, documents, items previously discussed.)
<b>10:00 a.m.</b>	<a href="#">Road Vacation Report</a> – Arthur Smith
<b>10:15 a.m.</b>	<a href="#">Title III Project Submission</a> – Scott Williams
<b>10:25 a.m.</b>	<a href="#">Original Wasco County Courthouse</a> – Matthew Klebes
<b>10:40 a.m.</b>	<a href="#">Youth Think Family Check-up Agreement</a> – Debby Jones
<b>10:55 a.m.</b>	<a href="#">Transportation Grants</a> – Jessica Metta
<b>11:10 a.m.</b>	<a href="#">Regional Economy</a> – Dallas Fridley
<b>11:30 a.m.</b>	<a href="#">Fort Dalles Museum Repairs</a> – Donna Lawrence/Elizabeth Wallis
<b>11:45 a.m.</b>	<a href="#">Executive Session – Pursuant to ORS 192.660(2)(g) Trade Negotiations/(2)(H) Legal Consultation/(2)(E) Real Property Transactions</a>
<b>BREAK</b>	
<b>2:30 p.m.</b>	<a href="#">Strategic Investment Program Application/Agreement Joint Public Hearing</a> – Wasco County & City of The Dalles
	<b>COMMISSION CALL</b>
	<b>NEW/OLD BUSINESS</b>
	<b>ADJOURN</b>

If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, ORS 192.660(2)(e) – Real Property Transactions, ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) - Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees, ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(m) – Security Programs, ORS 192.660(2)(n) – Labor Negotiations



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This meeting was held on Zoom

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or call in to [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

PRESENT: Scott Hege, Chair  
Kathy Schwartz, Vice-Chair  
Steve Kramer, County Commissioner

STAFF: Kathy Clark, Executive Assistant  
Tyler Stone, Administrative Officer

Chair Hege opened the session at 9:00 a.m.

Additions to the Discussion List:

- Letter of Support for recycling legislation
- Comment Letter to OSHA regarding proposed farm labor housing rules

Discussion Item – NCPHD COVID-19 Update

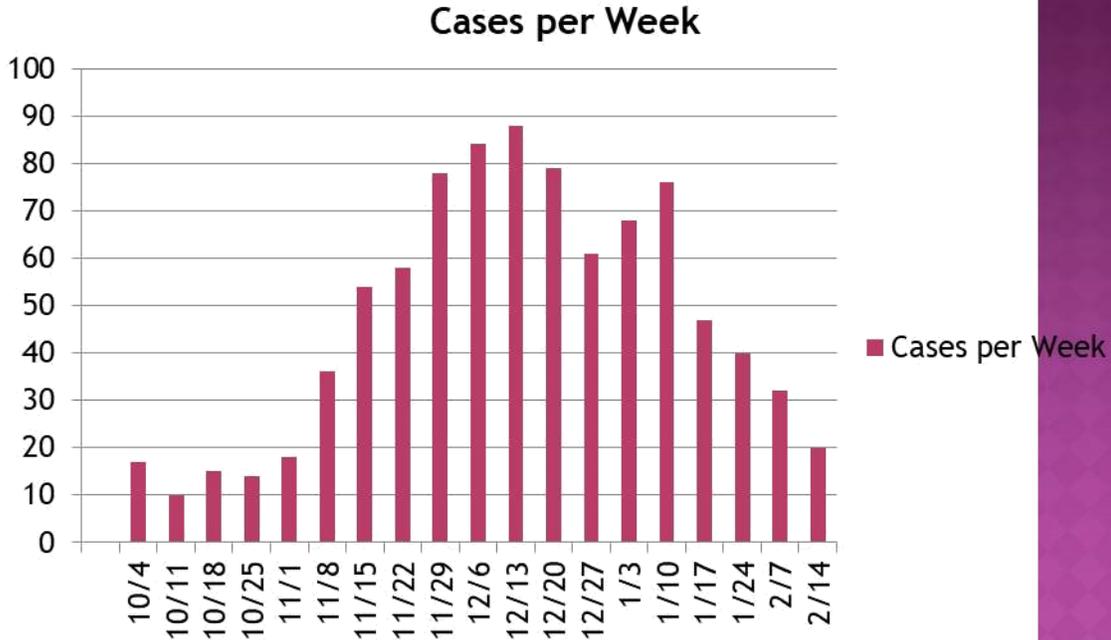
North Central Public Health District Health Officer Dr. Mimi McDonell reviewed the current COVID statistics for the region as well as the recent history for Wasco County.

COUNTY DATA: TOTAL CASES,  
RECOVERED AND DEATHS TO DATE

○ Wasco		
○ Total		1212
○ Recovered		1027
○ Deaths		25
○ Sherman		
○ Total		52
○ Recovered		47
○ Gilliam		
○ Total		53
○ Recovered		46
○ Deaths		1

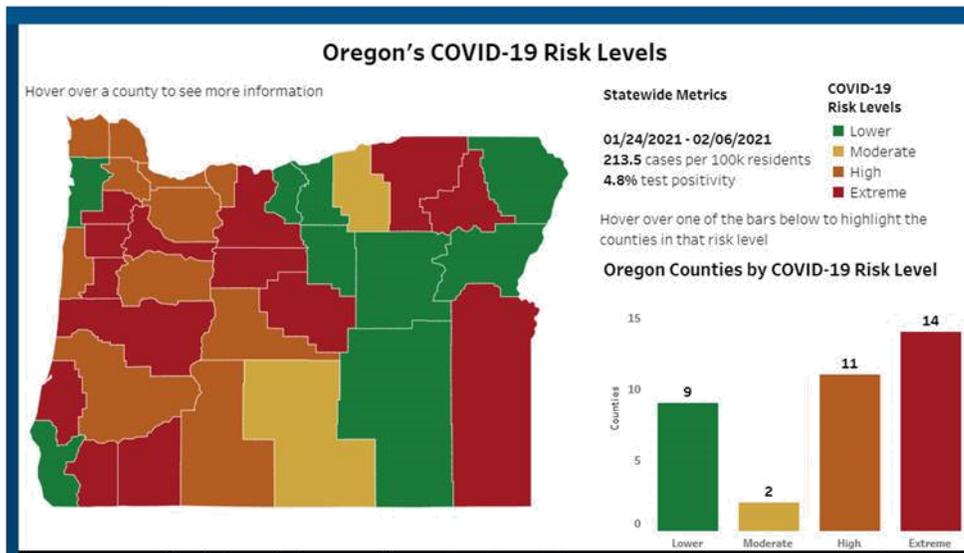
Dr. McDonnell pointed out the recent decline in cases per week in Wasco County, saying this is very good news.

## WASCO CASES NOV/DEC/JAN



Dr. McDonnell explained that the county risk levels are set every 2 weeks. Wasco County remains in the extreme risk category.

## COUNTY RISK LEVELS



Dr. McDonnell reviewed the Wasco County 2-week case counts since the beginning of the year. She noted that this is not a “move” week for risk level assignments; however, our most recent metrics are very encouraging and we may be able to move into the high risk category.

## WASCO COUNTY 2 WEEK METRICS

date	count	% positivity
1/3-1/16	143	5.1%
1/10-1/23	125	4.6%
1/17-1/30	88	3.7%
1/24-2/6	74	3.3%
1/31-2/13	53 !!!!	2.2%

Dr. McDonnell reviewed the changes to restrictions once Wasco County is in the High Risk category.

## WASCO MAY MOVE TO HIGH RISK

- Restaurants and Bars
  - Indoor dining allowed
  - Capacity 25% of max or 50 people, whichever is smaller
  - 11:00 PM closing time
- Gyms and Studios
  - Capacity 25% of max or 50 people, whichever is smaller
- LTCFs\*
  - Inside visitation allowed

\* LTCF – Long Term Care Facilities

Dr. McDonnell explained that the metrics are different for schools. Our current metrics qualify our schools to move to on-site/hybrid education; over time that will extend beyond elementary schools to middle and high schools.

## SCHOOL METRICS

METRICS & MODELS	ON-SITE	ON-SITE AND HYBRID	ELEMENTARY ON-SITE AND HYBRID TRANSITION	DISTANCE LEARNING
County Case Rate per 100,000 People Over 14 days	<50.0	50.0 to <200.0	200.0 to ≤350.0	>350.0
County Case Count over 14 days for small & medium counties	<30	30 to <60	60 to ≤90	>90
County Test Positivity* Advised for to medium and large counties*	<5.0%	5.0% to <10.0%	≤10.0%	>10.0%
<b>Advisory Instructional Model</b>	Prioritize <i>On-Site or Hybrid</i> (as needed to maintain small cohorts) instructional models.	Prioritize careful phasing in of <i>On-Site or Hybrid</i> for elementary schools (starting with younger students and adding additional grades over time).  Middle school and high school primarily <i>Comprehensive Distance Learning with Limited In-Person Instruction</i> . Over time, if elementary schools can demonstrate the ability to limit transmission in the school environment*, transition to <i>On-Site or Hybrid</i> .	Prioritize careful phasing in of <i>On-Site or Hybrid</i> for elementary schools (starting with younger students and adding additional grades over time).	Prioritize <i>Comprehensive Distance Learning with Limited In-Person Instruction</i> .
<ol style="list-style-type: none"> <li>1. If statewide testing volume decreases by more than 10% in the week prior compared to the previous week due to external factors (such as due to a natural disaster or acute decrease in testing supplies), then OHA and ODE will advise temporarily suspending the use of percent positivity in local reopening considerations.</li> <li>2. Small counties with a population of less than 15,000 are advised to meet case counts in the metrics framework and not test positivity rates.</li> <li>3. As a measure to monitor limited introduction or spread, local public health should look for an average outbreak size</li> </ol>			When trends are increasing, pause expansion of additional in-person learning and maintain access to in-person learning for those who have it. Schools are not advised to reduce in-person learning or revert to <i>Comprehensive Distance Learning</i> based on metrics if the school can demonstrate the ability to limit transmission in the school environment.	

Dr. McDonnell went on to say that the recent winter storms have disrupted vaccine distribution around the country. NCPHD usually gets information on upcoming vaccine shipments on Tuesdays; this week it will likely not be available until Wednesday or Thursday. Some pharmacies are getting supplies of vaccine through the Federal Retail Pharmacy Program. She advised people to check their pharmacies' websites for more information; people age 75 and older are now eligible. Next week those 70 and older will be eligible and beginning March 1<sup>st</sup>, people 65 and older will be eligible. NCPHD continues to work with community partners to reach out to that population.

Subsequent groups will be determined in coordination with the Vaccine Advisory Committee and shared on OHA's COVID-19 vaccine web page. These are examples of groups of people who may included:

- Critical workers in high-risk settings — workers who are in industries essential to the functioning of society and substantially higher risk of exposure
- People of all ages with underlying conditions that put them at moderately higher risk
- People in prisons, jails, detention centers, and similar facilities, and staff who work in such settings
- General population

Dr. McDonnell reviewed the status of vaccine distribution in the region. She said that there may be a few stragglers in Phase 1A and 1B but for the most part they have been completed.

### NCPHD VAX STATUS

#### Wasco

- 3269 vaccinated
- 1,314 series complete
- 12%
- Phase 1A completed (first round)
- Phase 1B group 1 completed, groups 2 & 3 in process

#### Sherman

- 240 vaccinated
- 64 series complete
- 13.5 %
- Phase 1A completed
- Phase 1B Group 1 complete, Groups 2&3 ongoing

#### Gilliam

- 187 vaccinated
- 57 series complete
- 8%
- Phase 1A completed
- Phase 1B Group 1 complete, Groups 2&3 ongoing

Dr. McDonnell reported that OHA has been able to give them more advance notice for supplies that will be delivered over the next 4 weeks. These numbers represent the baseline allotments; it is possible that more will be available and delivered. Vaccines are distributed in allotments of 100 units.

### NCPHD VAX STATUS

- Weekly allotments for the next 4 weeks:
- Wasco County
  - NCPHD 400
  - OCH 100
- Sherman County
  - Sherman County Clinic 100 every other week
- Gilliam County
  - Arlington and S. Gilliam Clinics together 100 every other week

Dr. McDonnell said that anyone who has already received the vaccine should notify their primary care provider to reduce the duplication of efforts. To reduce phone traffic at clinic offices, patients can use their patient portal to make that contact.

Dr. McDonnell outlined upcoming plans for vaccine distribution. Approximately 2,000 people are eligible for vaccinations through the local VA Clinic.

## UPCOMING PLANS FOR WASCO

- ◉ Continue clinics at Readiness Center
- ◉ Starting 2/22 Tues, Wed & Thurs
- ◉ Still some weekend clinics
- ◉ OCH Fridays + one more day/week
- ◉ Veteran's Administration vaccinating at the Readiness Center for all of the people who receive services at the local VA clinic
- ◉ Local Pharmacies - Safeway, RiteAid

More information is available online through these sites:

- <https://covidvaccine.oregon.gov/>
- <https://www.ncphd.org/covid-vaccines>
- <https://es.ncphd.org/covid-vaccines>

NCPHD Interim Director Shellie Campbell expressed her gratitude to the Readiness Center, volunteers and partner agencies for all the help and support in getting vaccines distributed to citizens.

Commissioner Kramer asked if we know how many homeless people are in the currently eligible categories. Dr. McDonnell replied that they do get some information on that population. If people test positive in that group, NCPHD can help with housing. Commissioner Kramer asked if we have anyone using that. Dr. McDonnell responded that we have in the past; but there is no one using that right now.

Commissioner Kramer asked about rules around outdoor group activities. Dr. McDonnell said that it is much easier outdoors than indoors; she will look at the risk levels and communicate with him when she has more information.

Vice-Chair Schwartz said that she knows someone who got their vaccine at Walgreens. Dr.

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McDonell stated that she had not heard about Walgreen's having a supply; she will check into it.

Vice-Chair Schwartz said that she has heard that people who sign up do not get an initial confirmation email. Dr. McDonell said she knows that the system sends reminders but will check on confirmation emails.

Vice-Chair Schwartz asked if the 12% of the population immunized includes children under 18. Dr. McDonell replied that it based on total population. She added that the Pfizer vaccine can be given to those 16 and older; we only receive the Moderna vaccine which is approved for those 18 and over.

Vice-Chair Schwartz commented that it will be difficult to reach herd immunity until we can vaccinate youth. She said it is important for people to recognize that and understand that it may take longer than we think. Dr. McDonell stated that many trials are underway for children 12 and up. She said she expects that we will get to the lower age eligibility at some point. She observed that having been vaccinated does not open the door to going without a mask.

Chair Hege observed that Hood River is in the High category. Dr. McDonell affirmed saying that Wasco County is moving in that direction; there are some counties moving in the wrong direction. Wasco County should be proud of the work they have done to start moving in the right direction.

A chat question was posted asking how to volunteer. Ms. Campbell replied that the Medical Reserve Corps is doing well and there are some volunteers in the queue who are still undergoing the required training. NCPHD Emergency Manager Tanya Wray can sign people up for that. Community volunteers are also important and they are still looking for more as this will be ongoing for several months; they don't want to burn out their volunteers. Contact NCPHD for more information.

Chair Hege asked who goes to One Community Health (OCH) compared to NCPHD. Dr. McDonell answered that there is no wrong choice; you do not need to be a client of OCH to get vaccinated there. However, she advised that wherever you get your first vaccine is where you should get your second vaccine.

Chair Hege asked if everyone should go sign up now. Dr. McDonell replied that since we do not know all of the categories that are coming, she would ask that only those 65 and up sign up right now. Then, as groups are announced, sign up when you fit into one of those categories. She added that it will be different when we get to the general population.

Ms. Campbell advised that if people sign up at multiple places, to be sure to cancel all others when they get an appointment. Those spots are held and they don't want no-shows.

You can sign up at NCPHD's website for their vaccination process.

Lynn Burditt, representing the outdoor public recreation group, reported that they continue to meet. It is likely to be a busy summer and they are working on aligned messaging throughout the Columbia River Gorge. The Ports on both sides of the river are going to engage with the cruise lines around this season's tours.

#### Discussion Item – OSHA Comment Letter

Columbia Gorge Fruit Growers (CGFG) Executive Director Mike Doke explained that this region is heavy with labor housing. OSHA temporary labor housing rules in response to the pandemic will expire in April. Those rules reduced labor housing by 50% and added social distancing rules which also affected transportation. In January, the Oregon Farm Board asked for permission to use bunk beds and recognize the growers' investment. CGFG is advocating for a loosening of the rules. Growers need to get their housing registered. He stated that he has submitted a draft letter to the Board (attached) for consideration. Hood River County has signed on; two of their commissioners approached CGFG to do this. The farmers have a lot invested in safe, quality housing set up for social distancing. Right now, bunk beds are allowed if workers are related but workers can claim to be related with no check. Generally, groups of workers travel and eat together.

Commissioner Kramer asked if there are any growers who do not support the letter and efforts of CGFG. Mr. Doke replied that there are none. He said they sent out 3 communications which included the Oregon Farm Board's letter and petition. He said he met at length with farmers yesterday. This is an interim step; OSHA planned to move forward without Farm Board input. There will be another comment period once the rules are published.

Vice-Chair Schwartz stated that she just received the letter yesterday and has not had time to really review it. Mr. Doke explained that there is a short comment period; they only allowed for 2 weeks.

Chair Hege said that the Board will talk about this more later in the session.

#### Discussion Item – Century Link Refund Credit

County Assessor/Tax Collector Jill Amery explained that Century Link does business within Wasco County and has filed a large appeal to the State for what and how their property is valued. She went on to review the memo included in the Board Packet.

Vice-Chair Schwartz said that it is her understanding that Century Link does not want to pay their taxes. Ms. Amery replied that they do pay their taxes, but we will be setting the disputed portion aside until the case is decided.

Vice-Chair Schwartz asked if they are appealing the payment. Ms. Amery responded that they are appealing what property is being assessed and how it is assessed.

Vice-Chair Schwartz asked if a prior appeal went in our favor. Mr. Amery stated that Charter filed an appeal in 2009; we set aside more than was needed for that and so will move that money into the Century Link set-aside.

Chair Hege stated that the money we are talking about is unsegregated taxes for all taxing districts. This is money they do not get until the appeal is settled so we do not have to take money back from them. Commissioner Kramer commented that this is a good insurance policy for the County and small districts.

**{{{Commissioner Kramer moved to set aside \$1,000,000 for the CenturyLink appeal as recommended by the Wasco County Assessor. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}**

Chair Hege observed that this is not Century Link appealing just in Wasco County; it is across the state. Mr. Amery confirmed, saying that Century Link is assessed at a state level and the taxes are apportioned to the counties.

Chair Hege asked if Ms. Amery has communicated with the districts. Ms. Amery replied that generally, she comes to the Board first. She has a packet ready to go out to the districts and will likely join district meetings to answer questions.

Chair Hege asked if this is the biggest withholding we have had to do. Ms. Amery responded affirmatively. The assessed value for Century Link in Wasco County is \$1.6 billion.

Vice-Chair Schwartz asked how long the appeal will take. Ms. Amery replied that there is no way to know; that is why we want to take this step to protect the districts and the County. Chair Hege commented that this will likely be a long time.

#### Discussion Item – Wholly Uncollectible Taxes

Ms. Amery said that this is a little different and more complex than previous cancellations of taxes. There was a bankruptcy filed and the property was given to the creditor who sold it. The bankruptcy court gave the County nothing. The legal opinion is that we do not have recourse to recover the unpaid taxes.

**{{{Vice-Chair Schwartz moved to approve Order 21-011 cancelling certain uncollectible personal property taxes. Commissioner Kramer seconded the motion which passed unanimously.}}}**

**Agenda Item – Road Vacation**

Public Works Director Arthur Smith reviewed his report included in the packet. He explained that in 2019 this same group successfully petitioned to vacate some roads in the old plat of Tygh so they could reconfigure the lots. Since then, they found they needed to vacate two more roads to enable them to get the maximum number of lots for development. He stated that the roads being vacated only exist on paper and some of it is not even buildable. There is no fiscal impact to the County and the County has no intention of developing the roads; no one will lose access. In fact, this will actually benefit the County.

**{{{Commissioner Kramer moved to approve Order 21-010 vacating certain roads within the Plat of Tygh in Tygh, Valley Oregon. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}**

Chair Hege complimented the Wasco County road crew for the work they recently did in clearing snow. Mr. Smith said he would pass that along, saying that the crew did great work in an unusual storm; today they are out clearing mailboxes and driveways.

**Agenda Item – Title III Project Submission**

Chief Deputy Scott Williams explained this is for costs incurred outside of the scope of our normal contract in responding to the White River fire. This is an appropriate use of Title III funds.

Chair Hege asked Finance Director Mike Middleton to explain how this works. Mr. Middleton said that we have Title III funds we are holding and they would transfer the requested amount to the appropriate line items. This would not require a budget change; the current balance in Title III funds is approximately \$162,000.

**{{{Vice-Chair Schwartz moved to approve the submission for PL 110-343 Title III Project for the White River Fire. Commissioner Kramer seconded the motion which passed unanimously.}}}**

**Discussion Item – Forest Patrol Agreement Modification #4**

Sheriff Lane Magill said that this is a renewal of a contract for the upcoming fiscal year. We are allotted the same dollars every year; no changes from last year.

Commissioner Kramer noted that it states that in this agreement we have \$1,000 for equipment; the previous amount was \$5,000. He asked if that presents any issues for us. Sheriff Magill replied not at all.

Vice-Chair Schwartz asked if this is where temporary staff is hired. Sheriff Magill responded affirmatively, saying that retired Police Chief Jay Waterbury has done it in the past.

**{{{Commissioner Kramer moved to approve Modification #4 to the US Forest Service Cooperative Law Enforcement Agreement. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}**

**Discussion Item – Vehicle Award**

Mr. Middleton reviewed the memo included in the Board Packet. He explained that because delivery of vehicles to the Sheriff's Department had been delayed in the last 2 years, that department did not need new vehicles this year. The Vehicle Committee discussed the fact that when Sheriff's Office vehicles are rolled down to other departments they are at high mileage and have maintenance issues. In addition, they have been fitted for law enforcement and therefore are missing items. They also often do not meet the needs of the department receiving the vehicle. Although funds set aside for vehicle purchases are enough to obtain 5 appropriate vehicles, the committee identified a need for only 4 and recommends filling those needs. He reviewed the bids submitted by 3 vendors and recommended purchasing through Tonkin of the Gorge; the vehicles would be delivered by the end of the month.

Chair Hege commented that he thinks the roll-down process makes sense, but it is great to get more appropriate vehicles. He noted that the eyesight feature in Subarus is a very useful feature.

**{{{Vice-Chair Schwartz moved to accept the bid from Tonkin of the Gorge for four 2021 Subaru Crosstrek Premium for a total of \$101,048.96. Commissioner Kramer seconded the motion which passed unanimously.}}}**

**Discussion Item – Community Dispute Resolution Program**

Ms. Clark explained that this is a biennial grant process for Community Dispute Resolution funding. We have partnered with Gilliam, Sherman, Wheeler, and Hood River Counties for this funding with Wasco County managing the process. The Joint Participation and Coordinator Designation Resolutions start the process which will conclude with the selection of a grantee by the Boards/Courts of the participating counties after which OOCDR will enter into a grant agreement with the selected Grantee. Although the process will include an RFP for service providers, to my knowledge 6 Rivers Mediation is the only qualified provider in our region. The designation of a coordinator eliminates duplication of efforts for the five counties – Wasco will create the notice for the grant opportunity which will be posted to all five counties' web sites. We will also receive and distribute submitted responses.

**{{{Vice-Chair Schwartz moved to approve the Joint Resolutions to participate in the Community Dispute Resolution Program and to designate Wasco County as the Community Dispute Resolution Coordinator. Commissioner Kramer seconded the motion which passed unanimously.}}}**

**Agenda Item – Original Wasco County Courthouse**

Administrative Services Director Matthew Klebes reviewed the memo included in the Board Packet. He said that he has received a request from the Original Wasco County Courthouse Museum to transfer ownership of the property, which would include a shed located on the property, to them. He said he has not identified a need to retain ownership, but recommends the deed include a reversionary clause.

Eric Gleason, serving on the Original Courthouse Museum Board, said that the Original Courthouse has been moved 7 times in the past. The Preservation has been custodian since the 1970s; the Original Courthouse was moved to its current location in 1996. He said they would like for it to remain where it is.

Vice-Chair Schwartz asked if we have insurance costs for this property. Mr. Klebes replied that the non-profit carries the insurance. Mr. Gleason added that they have already contacted their insurance provider and learned that there will not be an increase in costs as a result of acquiring the property.

**{{Commissioner Kramer moved to direct staff to facilitate a transfer of property to the Original Wasco County Courthouse Preservation with a reversionary clause. Vice-Chair Schwartz seconded the motion which passed unanimously.}}**

**Discussion Item – MCCFL Trust Deed**

Mr. Stone explained that the County has a trust deed for the Tenneson house owned by Mid-Columbia Center for Living (MCCFL). The property serves as security for the County's loan to MCCFL for the construction of their new office building. MCCFL has a buyer for the Tenneson building; for the sale to proceed, the County would have to release that trust deed. The Tenneson building serves as collateral on a much larger loan amount. He said we can release the deed or transfer the trust to another piece of property. He said he does not want to put those public dollars in jeopardy. Today, he is looking for comment and direction.

Chair Hege stated that he is the Chair of the MCCFL Board. He said that he can assure everyone that the funds will go to pay down the principle of the loan to Wasco County in order to reduce MCCFL's outstanding debt. He added that the new building can serve as collateral for the loan which was for \$2.25 million; the value of the building far exceeds that.

County Counsel Kristen Campbell stated that we do have a security interest in the new building but she does not have confirmation as to whether we are in first or second position on that. Chair Hege said that he does not believe there are any other creditors.

Mr. Stone stated that because it is a Community Development Block Grant project, if MCCFL defaults, Wasco County would have to take over providing those services in that

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building or pay back all of the federal dollars. He pointed out that would be the collateral challenge on the new building; it is more encumbered than a surface look.

Chair Hege commented that as a County, we are the mental health authority and would have to find someone to provide those services.

Mr. Stone said we need to have direction on how to move forward. Does the Board want to release interest or find other collateral? The federal government would be in first position for the building.

Chair Hege asked if his position as MCCFL Chair presents a conflict. Ms. Campbell replied that he does not stand to benefit personally and therefore there is no conflict. It will be up to him to determine if he can make an unbiased decision.

Commissioner Kramer asked if the MCCFL Board has directed staff to pay down principle and if so would it be the entire sales value of the Tenneson Building or a portion thereof. Chair Hege replied that they have not finalized their decision but the discussion is for the entire value, which is about \$500,000, to pay down the loan.

Commissioner Kramer said he would be comfortable with releasing the trust deed with the caveat that the County receives 100% of the sale price.

Vice-Chair Schwartz stated that with an interest in the new building, she would be inclined to release the trust deed and allow the MCCFL Board of Directors to direct the use of those funds.

Mr. Stone said that he believes the terms of the trust require them to pay down the loan. Chair Hege stated that the MCCFL Board thought so as well but could not find it in the documents. Ms. Campbell stated that there is some ambiguity in the document.

Chair Hege stated that the MCCFL Board is pretty clear that they would pay it all toward the loan. He said he would concur with Commissioner Kramer's request.

**{{Vice-Chair Schwartz moved to direct staff to release the trust deed held by the County for the Tenneson building.**

**Commissioner Kramer reminded Vice-Chair Schwartz that he wants 100% of the proceeds to pay down MCCFL's loan from Wasco County.**

**Vice Chair Schwartz modified her motion to include a requirement that MCCFL use 100% of the proceeds of the sale of the Tenneson building to pay down their loan with Wasco County.**

**Commissioner Kramer seconded the modified motion which passed unanimously.}}**

#### Agenda Item – Youth Think Family Check-up Agreement

Youth Think Prevention Coordinator Debby Jones explained that this is another contract supporting the Partnership for Success Grant work which began last October. This is another evidence-based program which started at the University of Oregon and is now at Arizona State University. The program has a 30-year track record and uses a home-visiting model which can be done virtually. It involves the family as well as the youth, providing tools and interventions with follow up work to connect them with other opportunities. This contract will support the training of 8 facilitators.

Vice-Chair Schwartz observed that Ms. Jones is very busy and she wonders if services are actually getting out. She said it seems like this program would be especially helpful right now. She asked when it will get started. Ms. Jones replied that training will take place in April and the program will begin as soon as that is completed. She explained that the grant allowed for a year to get infrastructure in place, but the majority of programs the Board has seen will get started far ahead of that. The training will be bilingual. In the next school year, they will have a lot of programs to offer. With this year of at-home education, it will be a challenge for kids to be heading back into the classroom and Youth Think wants to help with that. Some kids are doing well because they have not had some of the anxieties that are associated with school. Youth Think will be working with the new School District 21 Superintendent.

**{{Commissioner Kramer moved to approve the Arizona REACH Institute Service Agreement for training and consultation services. Vice-Chair Schwartz seconded the motion which passed unanimously.}}**

Ms. Jones announced that they are in the process of a community readiness assessment for the opioid prevention/abuse grant; she will return with an update when it is completed.

#### Agenda Item – Transportation Grants

Mid-Columbia Economic Development District Executive Director Jessica Metta reviewed the memo included in the Board Packet. She explained that this is a biennial process to fund the Link public transportation system. A lot of the funding for that system goes through Wasco County as the eligible entity. The STF grant is state funded with no match requirement; it is often used to match other grants. This will be the last year for this fund as it is merging with the STIF program. This will focus on the Dial-a-Ride program. The Public Transportation Committee recommends applying for this grant funding.

The second application is for the 5310 program for seniors and the disabled. They are requiring an RFP this year; MCEDD will respond to the RFP. The PTC also recommends applying for this funding.

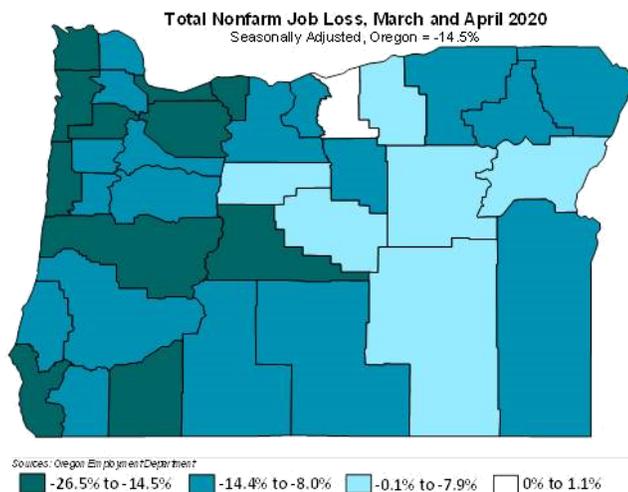
Commissioner Kramer added that the MCEDD Executive Committee also approved these applications.

**{{{Commissioner Kramer moved to approve applications to the Special Transportation Fund Grant and Federal Transit Administration Section 5310 grant programs as proposed by Mid-Columbia Economic Development District. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}**

### Agenda Item – Regional Economy

Oregon Employment Department Regional Economist Dallas Fridley reviewed the presentation included in the Board Packet. He started by saying that Wasco County is doing a little better than Hood River County which has, in part, to do with the winter recreation season. It will improve for Hood River as we move into the spring and summer months.

#### Oregon lost 285,000 nonfarm payroll jobs (-14.5%) in March and April.



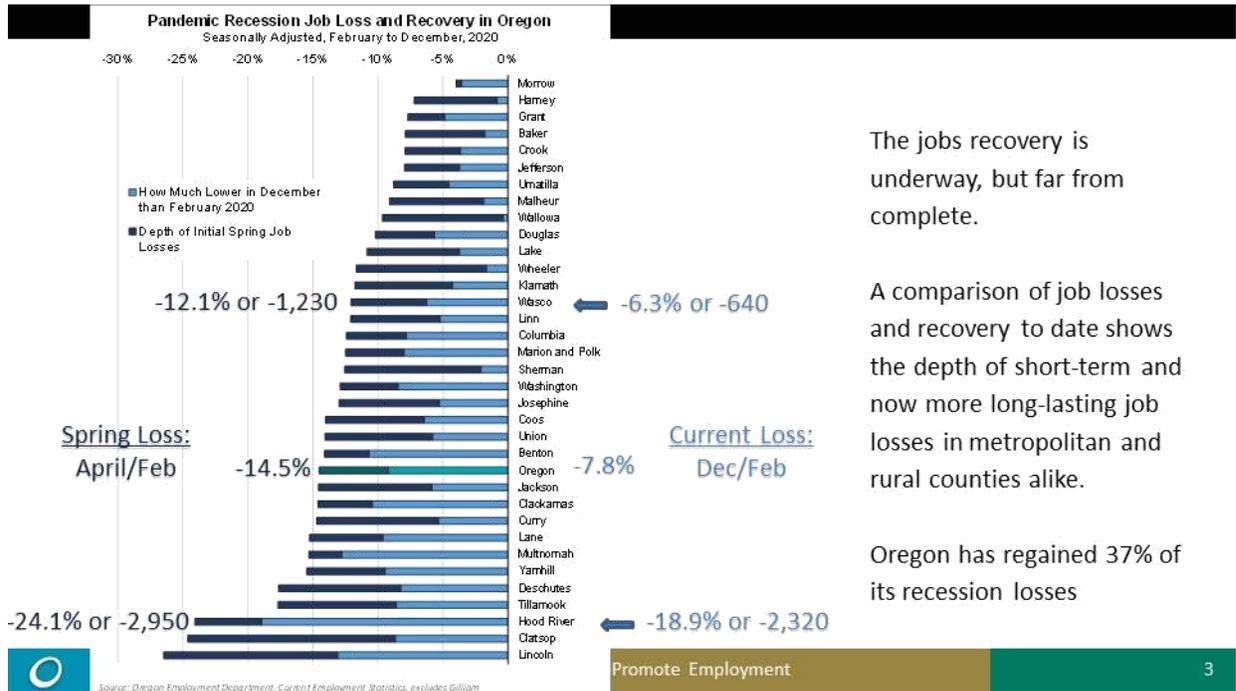
In the Great Recession, Oregon lost roughly **150,000 jobs on net over the course of a couple of years.**

In the COVID-19 recession the North Coast, Hood River, and Jefferson counties took the largest initial job losses (more than 15%).



Mr. Fridley reviewed the initial impacts of the pandemic. The counties with the largest impacts tend to be those with a lot of hospitality and leisure industry.

The following slide shows initial job losses and where we have regained some of those lost jobs. Wasco County has regained 48% of the jobs lost since the beginning of the pandemic. The initial job loss in Wasco County was 12.1% or roughly 1,200 jobs. It is currently sitting at 6.3% or roughly 640 jobs. By comparison, Hood River County lost 24% or nearly 3,000 jobs it is now at approximately 19% loss of 2,320 jobs.



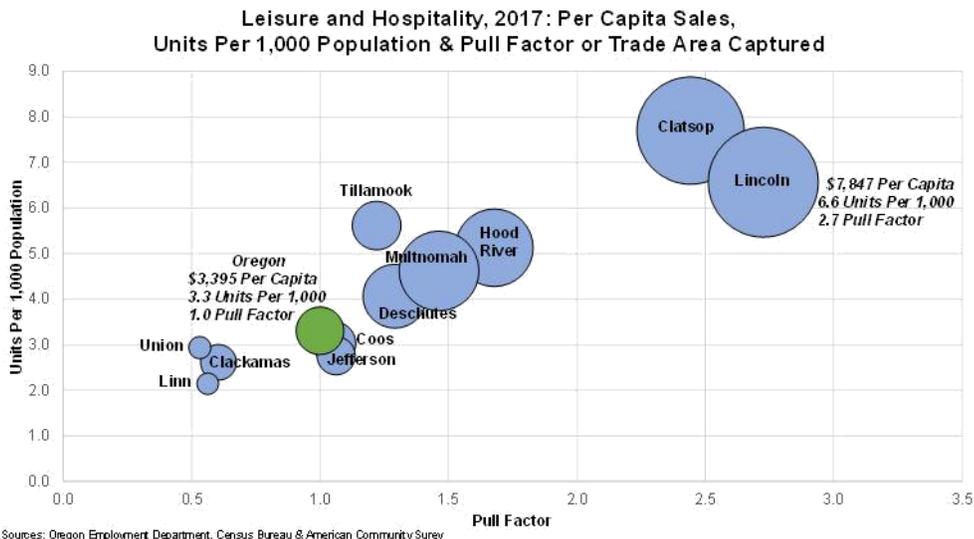
The jobs recovery is underway, but far from complete.

A comparison of job losses and recovery to date shows the depth of short-term and now more long-lasting job losses in metropolitan and rural counties alike.

Oregon has regained 37% of its recession losses

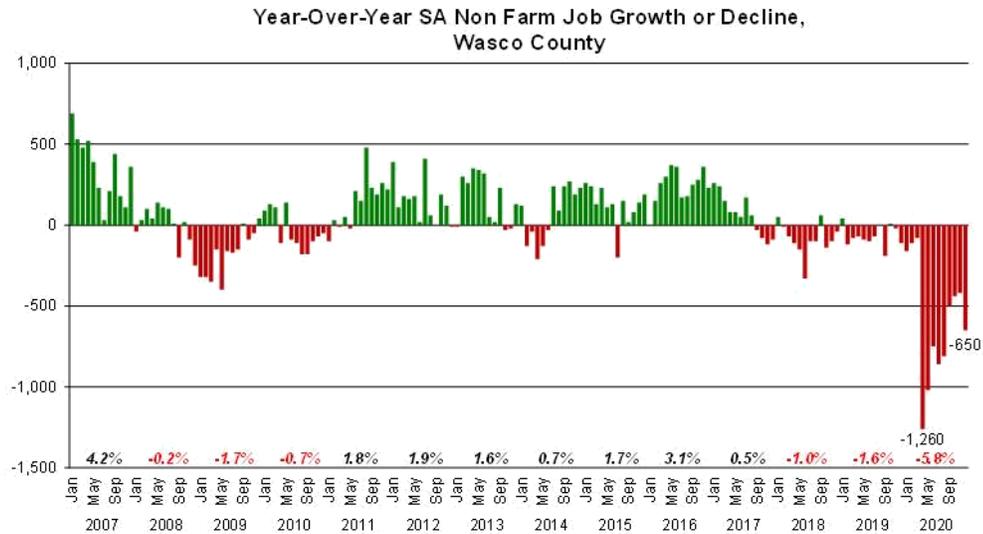
Mr., Fridley went on to display the following chart illustrating the counties with the highest levels of leisure and hospitality industry in the state. Wasco County mirrors the state averages in this area and ranks ninth in the state.

### Counties with the Biggest Leisure and Hospitality Footprint



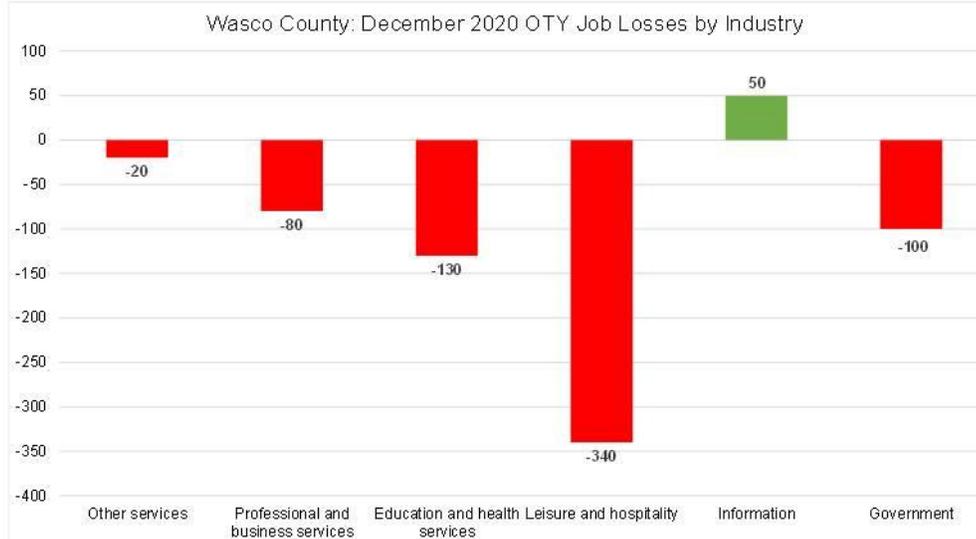
The following graph illustrates the annual jobs losses/gains in Wasco County since 2007. Part of the 2019 job loss can be attributed to the Kah-Nee-Ta Resort and Spa closure.

### Wasco County: Annual Average Job Loss of About -5.8% in 2020



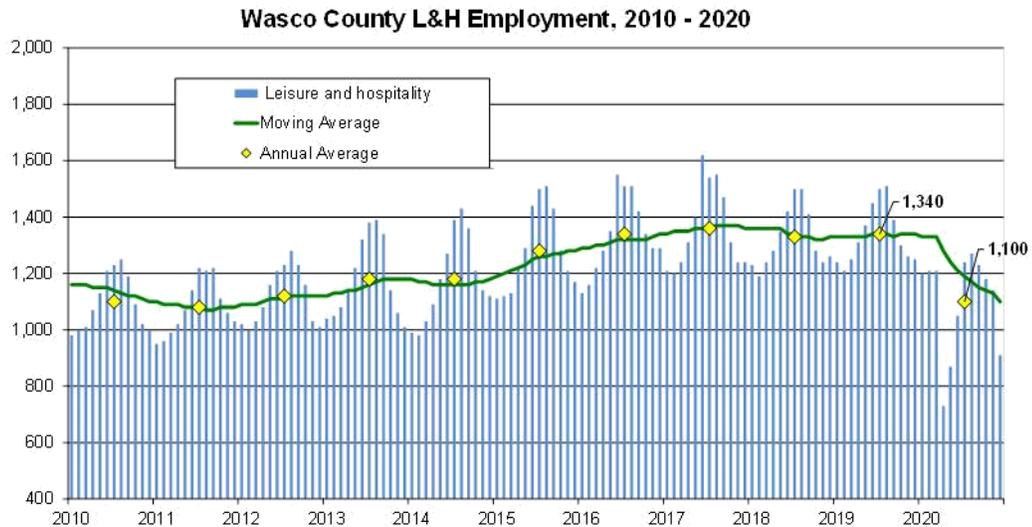
The following slide illustrates the job losses by industry in Wasco County from 2019 to 2020. The jobs gained in the information industry are mostly jobs added by Google.

### Current Impact: December 2020 OTY Loss of +590 Jobs or 5.9%

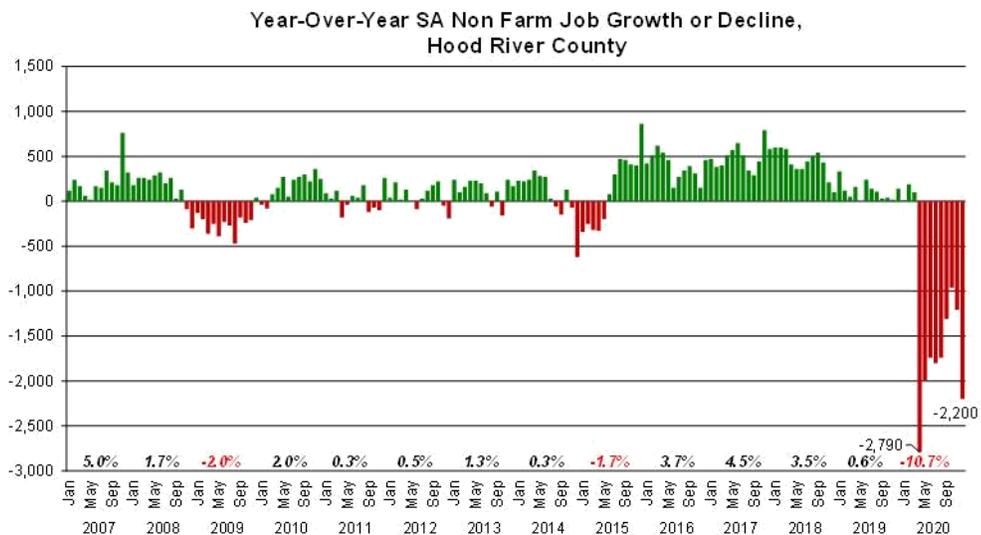


The following slide focuses on jobs in specific industries within Wasco County over the past 10 years.

Leisure and Hospitality: lost 240 jobs in 2020 -17.9%

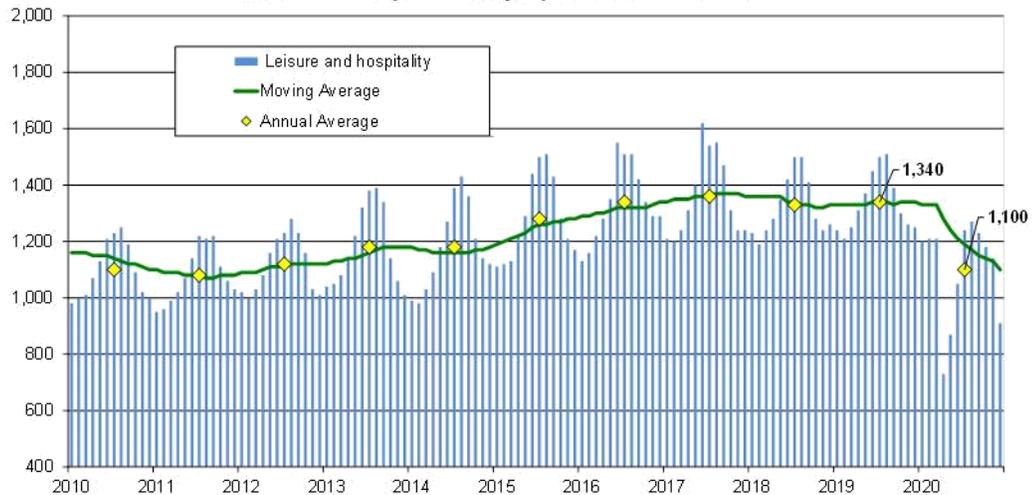


Hood River County: Annual Average Job Loss of About -10.7%



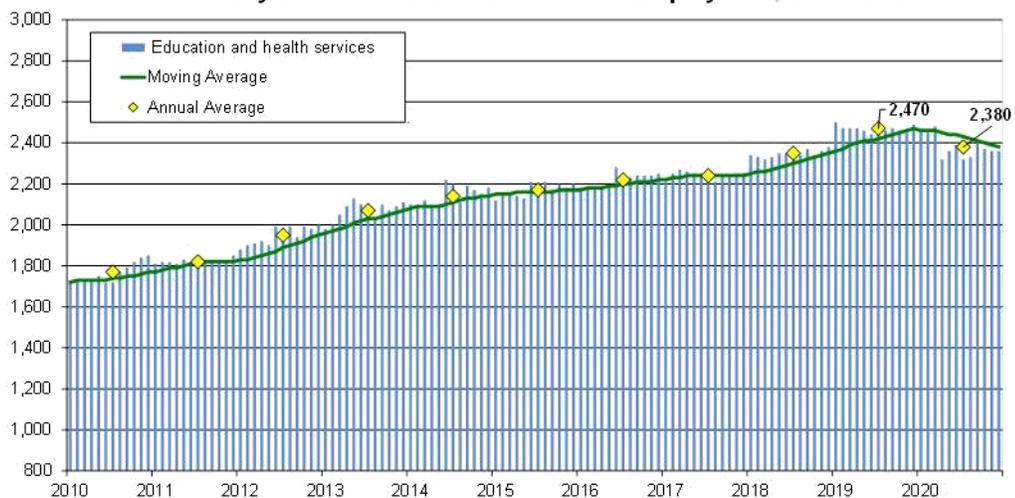
**Leisure and Hospitality: lost 240 jobs in 2020 -17.9%**

**Wasco County L&H Employment, 2010 - 2020**



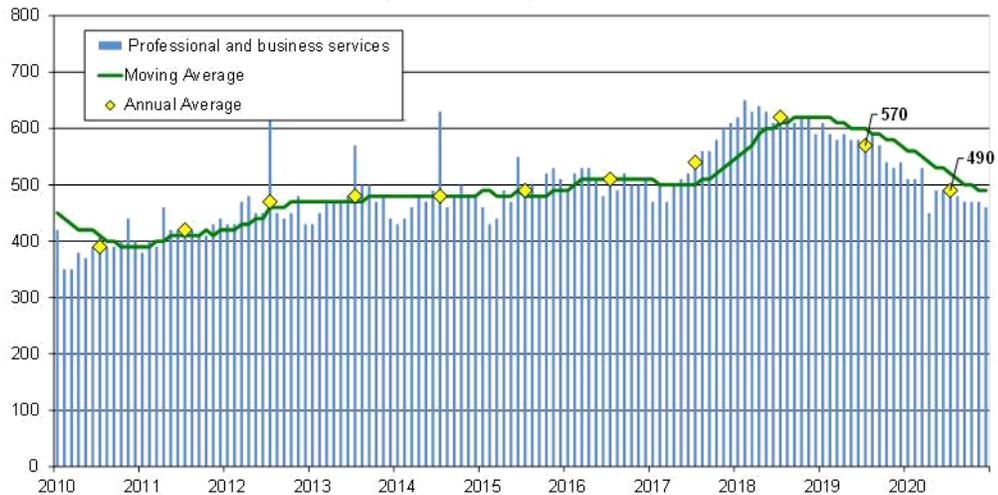
**Education and Health Services: lost 90 jobs in 2020 -3.6%**

**Wasco County Education and Health Services Employment, 2010 - 2020**



## Professional and Business Services: lost 80 jobs in 2020 -14%

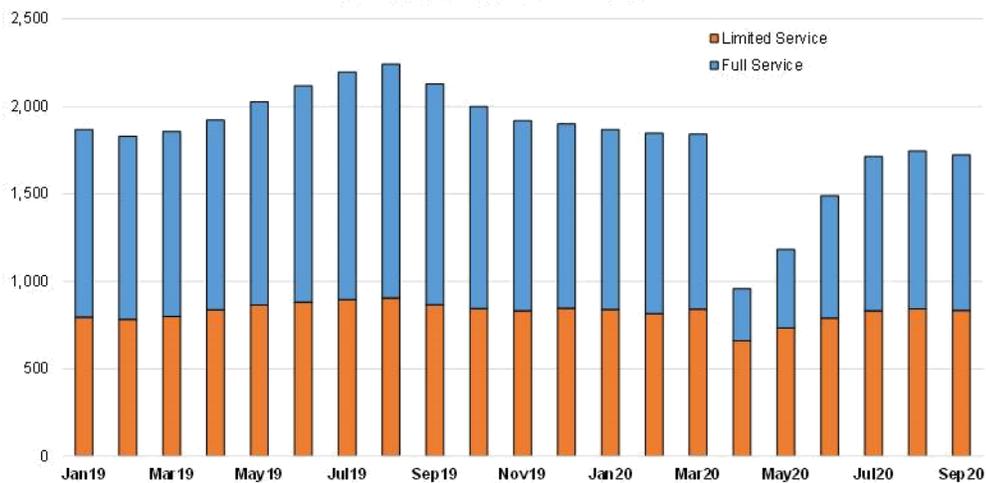
Wasco County PBS Employment, 2010 - 2020



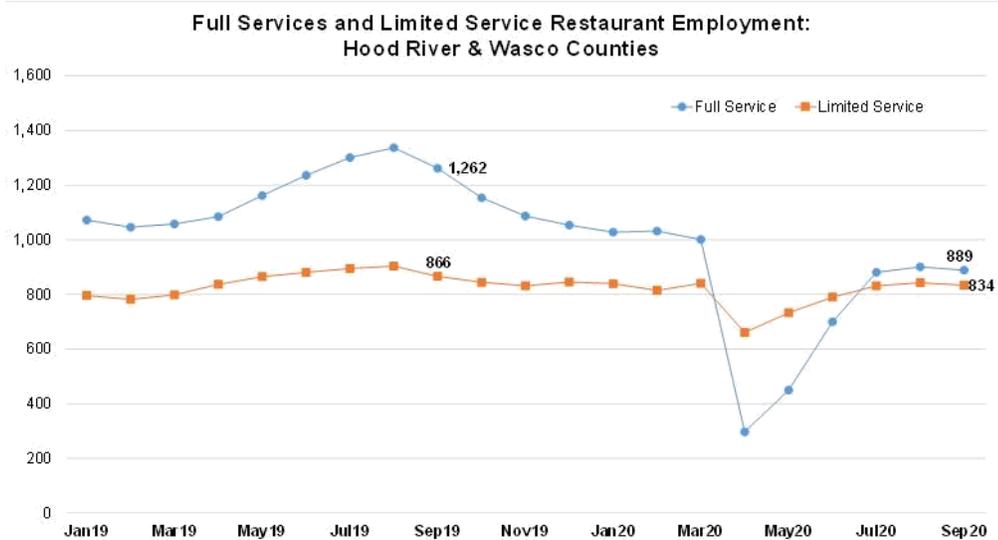
The following slides illustrate the jobs regained by restaurants offering limited service vs those offering full service; limited-service restaurants regained nearly all of the jobs lost while full-service restaurants only regained a portion of their lost jobs.

## Limited Service Regained Much of Its Job Losses...

Full Services and Limited Service Restaurant Employment:  
 Hood River & Wasco Counties

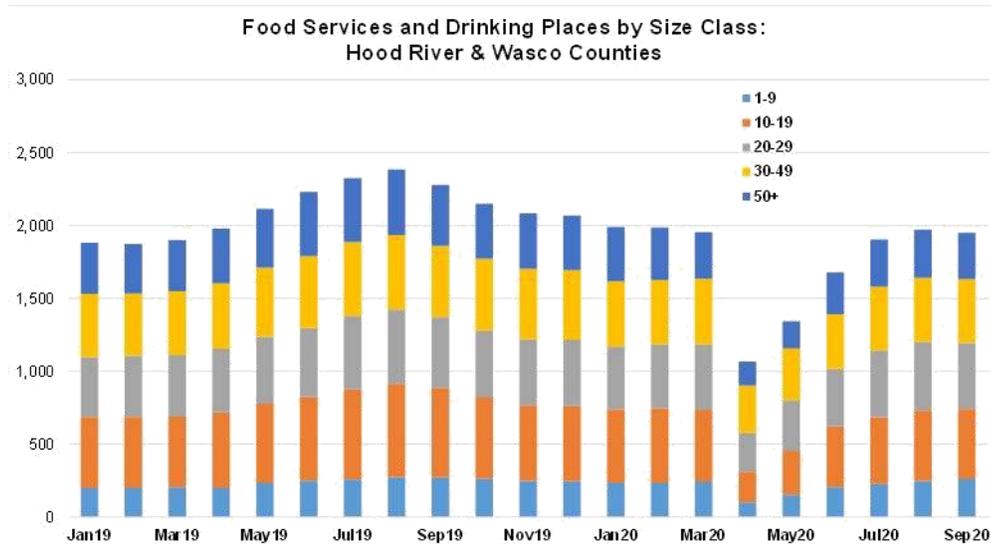


### Restaurants Held Steady Over July-Sept

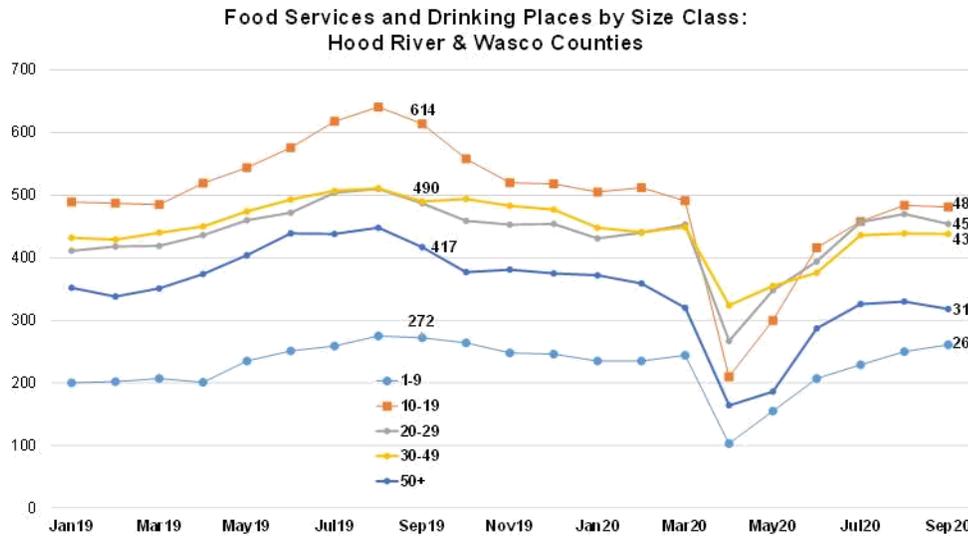


The next 2 slides show losses and gains by the numbers of employees; while the losses are lower for restaurants with the fewest employees, it is important to remember that they do not have the same flexibility in terms of staffing that the larger restaurants have. There is a lot of recovery still needed.

### Food Service and Drinking Places By Size Class...

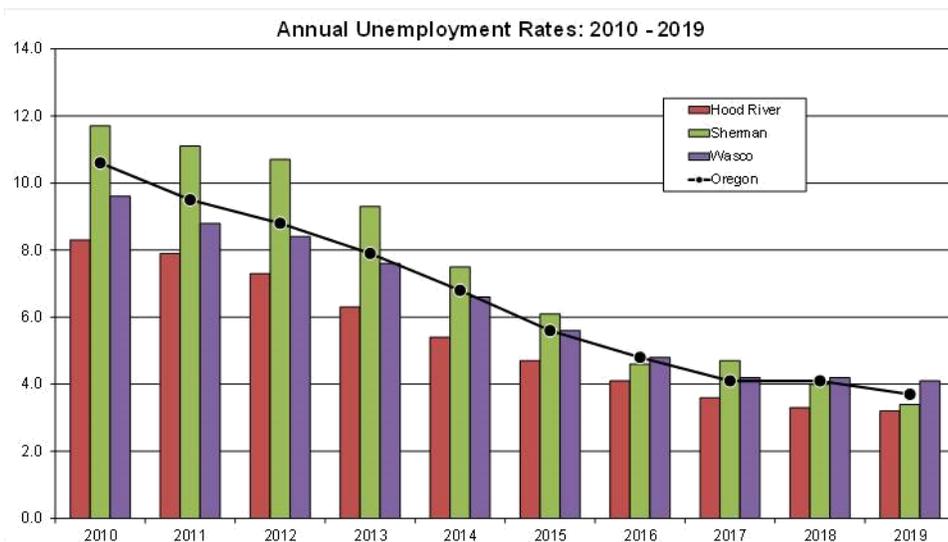


### Establishments in the +50 and 10-19 Job Categories Hardest Hit



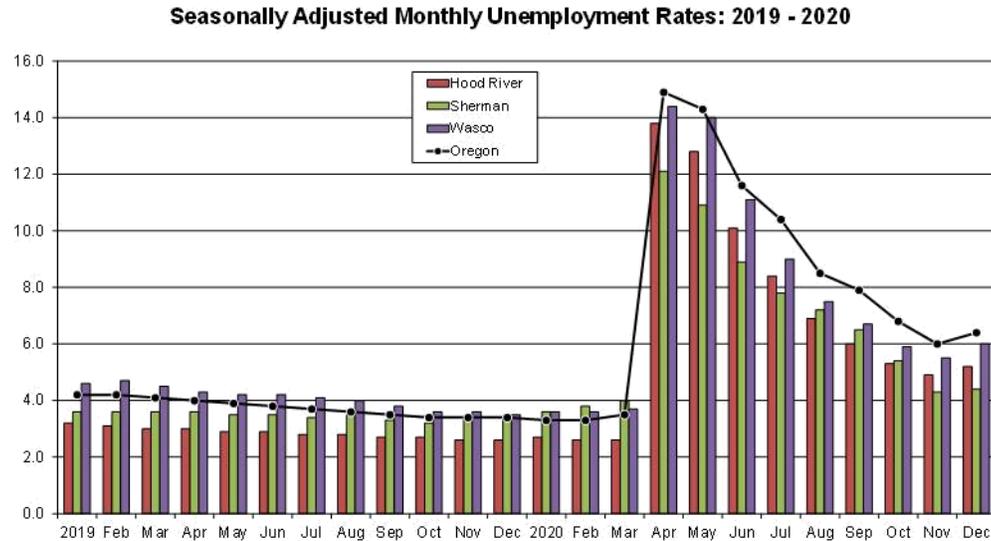
The following slide shows trend in unemployment for the 10 years prior to the onset of the pandemic. Hood River County was ranked 3<sup>rd</sup> lowest unemployment the state at 3.2%; Wasco County ranked 13<sup>th</sup> at 4.1% and Sherman County ranked 5<sup>th</sup> at 3.4%

### Annual Unemployment Rates Since 2010 Compared with Oregon



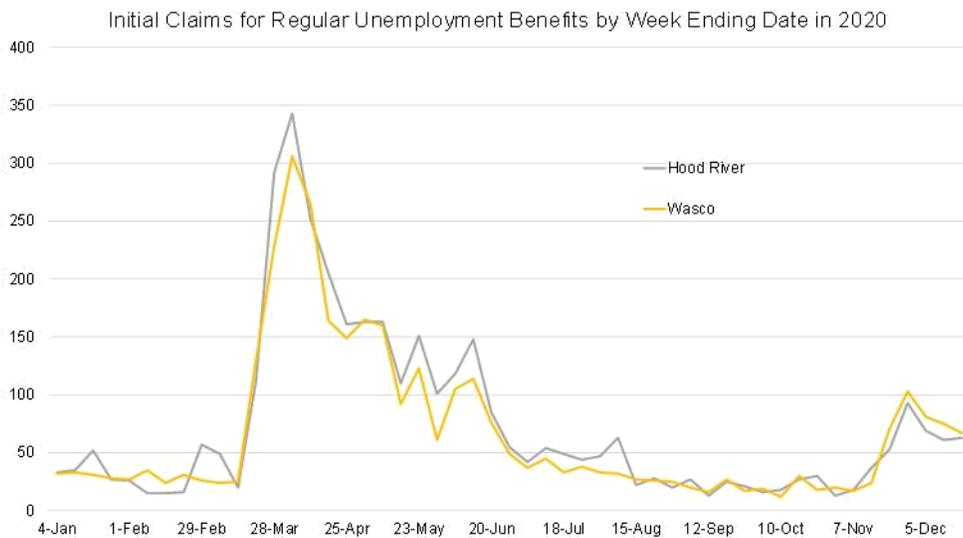
The next slide shows recovery rates; our region is doing a little better than the state average.

Monthly Unemployment Rates in 2020 Below Oregon's As Recovery Begins...



The following slide outlines unemployment claims throughout the 2020 calendar year.

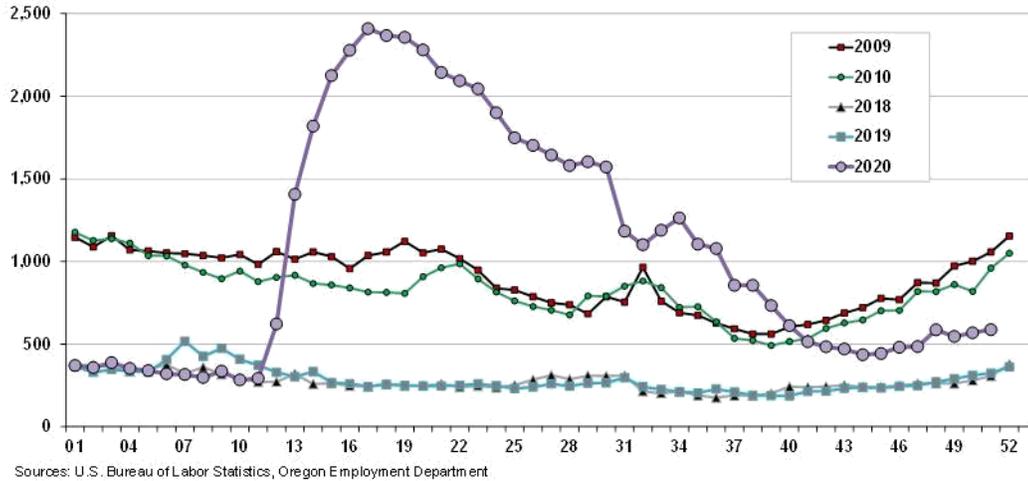
Initial Claims Rose in Late November and Early December



The slide on the next page compares unemployment activity in 2020 to the great recession of 2009/2010 with the additional information of 2018 and 2019 period which offers a picture of what a normal year would look like.

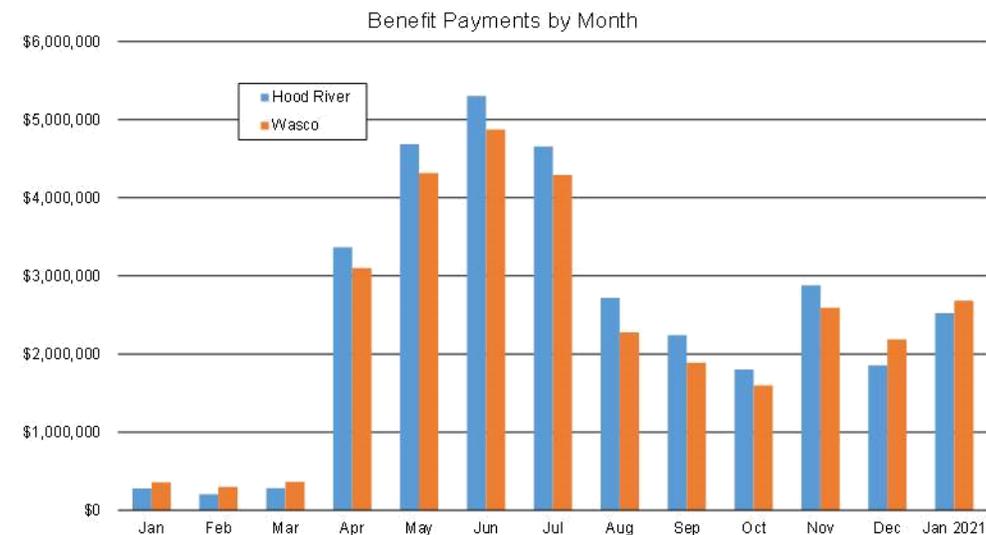
### Great Recession Highs Compared with 2018-2020

**Columbia Gorge Regular Unemployment Insurance Claims by Week:**  
 2009-2010 & 2018-2020



The slide below illustrates unemployment benefit paid in Hood River and Wasco County from April 2020 through January 2021. Hood River County paid out \$32 million; Wasco County paid out \$29.8 million.

### \$61.8 Million Paid over April 2020 – January 2021



Chair Hege observed that this is not happening just in Wasco County or our region or our state – it is happening around the world.

Vice- Chair Schwartz asked how we are looking in terms of recovery. Mr. Fridley replied

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that we were looking good in October/November but as new guidance came out, we stalled a bit. Until those restrictions are lifted, it is hard to say how quickly we will recover. The state economists believe recovery will take about 2 years after the pandemic is under control. Individually, there are businesses that will not survive this; there will be pain on the way to recovery.

Vice-Chair Schwartz commented that it will take time for the travel industry to recover and that supports many other industries. Mr. Fridley added that one advantage we have is that everyone loves the Gorge; so, if they cannot go far, they will come here.

Chair Hege asked about the tech industry job gains. Mr. Fridley stated that there is nothing to slow down a Google expansion – that is what is driving those gains. He added that an energy project in Gilliam County gained jobs over the year; Sherman County had a truck stop open that increased jobs. In addition, retail trade has had to up staffing to deal with working in the COVID economy.

Chair Hege pointed out that we have a solar power facility getting started in Wasco County and another possible Google expansion.

**Agenda Item – Fort Dalles Museum Repairs**

Fort Dalles Museum Commission President Elizabeth Wallis stated that the Museum has established a relationship with the County that has steadily improved. The question today is what responsibility the Commission has in terms of finances. The Commission has been responsible and has been a dedicated, working commission. Members invest a lot of their own time and money and want a better understanding of whether or not that is going to continue. There have been changes in how the bills are being handled. In addition, she asked what Mr. Klebes role is in getting bids for the repair work; the Commission has connections that could save money.

Mr. Stone said that the County has been having this conversation for a lot of entities. We have a Museum Commission responsible for long term vision and day to day operations. They are part of our budget and their staff is our employee. As a result, they have to follow all the contracting rules, budget law and employment policies. There is a constant push and pull in those differences. We have to administer according to law. For example, in considering the advantages of local relationships, the County's contracting rules require bids or an emergency declaration. That is where staff comes in to play from Wasco County, particularly with our Facilities Director. The Museum is a Wasco County facility. County staff is here to help and guide. The delineation of responsibilities may not always be as clear as folks would like for it to be. There is a shared responsibility between the Commission and Wasco County staff.

Mr. Klebes explained that he had been working with a contractor to do tree trimming at several facilities. He said he thought he had good communication with the Museum

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Commission to secure a bid and approval – especially considering that the Museum manager was out on leave. He said it was his intention to facilitate that work. He noted that his position is somewhat new and this will be a continued conversation in identifying roles and his ability to assist. This unique situation highlighted that process. He added that he did not code the bills for payment; that is a Finance function. This was an emergency situation and that is what contingency is for.

Museum Commission member Donna Lawrence stated that she understands with litigation, you need to get professionals and that is not the Commission. She asked if they should not be a working board and just be decision-makers.

Mr. Stone said there is always that push and pull between the necessary structure and the things the commission wants to do. The Museum Commission is a working board. They may have a member who mows the lawn and that is okay. The County has to provide the guardrails in the activities that that commission takes on. That is where staff has a role. When situations happen, the Museum Commission has some leeway but you has to stay in their lane and that is how the County can help.

Mr. Middleton said the Museum is part of the County but they have their own fund. Right now, as of end of year - without the wind storm damage - their end balance is \$75,000 unrestricted funds. This will put them at \$48,000; it may be painful but it is survivable. It would require them to do a budget change to recognize the change in contingency. That would be about a \$9,000 adjustment. As finance director, his goals - like Mr. Klebes' - are County-wide. As a working Board, the Museum Commission takes on the role of director in many ways. Regarding the utility invoices: all utility invoices come to the county. The Finance Department takes control to maintain that. Initially, he thought that the Museum was part of that process; however, staff found a disconnect notice for the Museum. Finance pulled all the utility invoices to make it a centralized process. Finance sends the Museum copies for their records. All directors have authority but the Finance Director is responsible for putting it where it is appropriate; that is the same across departments.

Ms. Wallis said that she appreciates the efficiencies but it is confusing to her – she does not fully understand what is a utility and what is not. If Finance removes the payment process from the Commission Board, she said she does not feel like it is their budget; having those bills show up after they have been paid does not have the same impact. She stated that it the manager is so far behind that there is a shut-off notice, the Commission Board needs to address that.

Mr. Stone responded that it is the County's responsibility to make sure that the bills are paid on a timely basis. The County can forward all that information which should resolve all the issues.

Chair Hege said the way it was happening is the bills would go to the Museum and then

they would go to the finance. Mr. Middleton replied that we do that across departments and they get notified. Ultimately if an invoice that does not get paid, the County is on the hook as Finance is ultimately responsible for it. He said he does not understand the problem ; the County provides the Museum with a copy.

Ms. Wallis stated that the County does not want to make an exception for the Museum but is asking the Museum to make an exception. Mr. Middleton responded that for consistency, the County can take on all Museum invoices.

Chair Hege commented that he does not think we are going to solve this here. He said what he hears is that the Museum Commission wants to oversee their finances. This will give the Museum Commission that information and also makes sure that the bills get paid. He said Mr. Klebes intent was to help in the manager's absence. The County is trying to help all it can.

Ms. Wallis said that they have received a lot of help and that has not gone unnoticed. The situation has changed over the last couple of years. Ms. Lawrence said she was under the impression that Mr. Klebes is their advocate but they have not received support for grant writing and do not have a date for Museum opening. She said they need clarification and need to understand the difference between a working board and a decision-making board.

Chair Hege responded that staff will work with them for clarification. He stated that Mr. Klebes is not the Museum Commission's grant writer. If there is a need for that support, then we can look at other ways to obtain it. He pointed out that the Original Wasco County Courthouse Museum has its own organization managing and operating that museum. The Fort Dalles Museum can consider if they want full independence. As long as they are part of the County, they will have to follow the government rules.

Vice-Chair Schwartz agreed with Chair Hege saying that the discussion has been helpful and informative. She said she is hopeful that the Museum Commission can work with staff. She added that Chair Hege makes a good point – Fort Dalles Museum may want to be independent.

Eric Gleason, serving on the Board for both the Fort Dalles Museum and the Original Wasco County Courthouse Museum, said that he appreciates the discussion; the two museums are very different with the Original Courthouse Museum having lower overhead. It is difficult to compare the two.

#### Discussion Item – Recycling Legislation

Commissioner Kramer said that there are 20 bills in Salem; Ms. Clark sent the Board a fraction of the information that is out there. Last week AOC approved some principles for us. He stated that he has been invited to be on a panel to work on one of 20 bills and will be asked to work on others. What he is seeking is some authority to move forward within the

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parameters of the AOC guideline to take advantage of the upcoming opportunities. He noted that the one the bill sent by Ms. Clark has already been amended by 99 pages; it is for modernization of our current system. There I a Senate bill that is tandem to the House bill and has been worked on for 2 years; it provides a fair assessment of the issues. He said he would like to have some flexibility to move forward from this region. He reminded everyone that he is also chair for our recycling program and is not going into this blindly; he is our in-house subject matter expert and is working with other experts.

Chair Hege said that each Commissioner is independently elected and has their own authority to support or not support legislation. This request is around unified Board support; He stated that Commissioner Kramer is our subject matter expert and he trusts that Commissioner Kramer can appropriately advocate for our region. He said he completely supports Commissioner Kramer's efforts.

Vice-Chair Schwartz noted that in the AOC Legislative Committee, each Commissioner can participate as individuals. Chair Hege stated that the Legislative Committee has voting members; anyone can participate but not all can vote. The other committees can have anyone vote on what to move forward to the Legislative Committee. He and Commissioner Kramer are both voting members of the Legislative Committee

Commissioner Kramer added that the principles were developed and vetted before taking them to Legislative Committee which then adopted them. He stated that those will serve as his guidelines.

Vice-Chair Schwartz asked if Commissioner Kramer is asking for consensus on the letter or support for the legislation or both. Commissioner Kramer replied that he would like consensus to add our County logo to the letter, noting that what we have seen today will change some. He said he wants to continue to have conversations, build relationships and network. This is a 30-year-old problem that won't change overnight, but 2 ½ years of work that has gone into HB 2065 and SB 582 and the intent is to keep at least one of them alive to move forward to a conclusion. This is not different than the process for housing. He pointed out that time is short and things move quickly during legislative sessions; our collective voice is more powerful than our individual voices. AOC has not taken a position on this yet. He said that he feels very passionate about this issue and feels that we need to get behind the legislation to move it forward.

Vice-Chair Schwartz stated that this is not the first time the Board has discussed this issue and she is fully supportive. Chair Hege agreed, saying that he has confidence in Commissioner Kramer to advise the Board on what we should support. There is just not a way to have a special meeting for every change and he fully supports Commissioner Kramer.

Vice-Chair Schwartz stated that the legislative process is overwhelming. She is tracking

what is coming out of AOC and if she has an issue, she can show up at the Legislative Committee to share her opinion.

**\*\*\*The Board was in consensus to add the Wasco County logo to the letter supporting recycling modernization legislation.\*\*\***

Commissioner Kramer thanked his colleagues for their trust and confidence.

#### Discussion Item Continued – OSHA Comment Letter

Chair Hege stated that our local growers cannot operate without staff; it is their utmost concern to keep staff healthy as they need them to be able to work. He said he has sent an email to NCPHD to ask for their comment. He stated he supports the letter; the workers travel in groups – the family designation is the barrier.

**\*\*\*Chair Hege and Commissioner Kramer were in consensus to sign the comment letter to OSHA regarding labor housing rules. Vice-Chair Schwartz' consent is contingent on further research. She will notify Ms. Clark by Monday of her final decision.\*\*\***

#### Consent Agenda – 2.3.2021 Minutes & Planning Commission Reappointment

Chair Hege commented that Ms. Ashley is one of the most dedicated Planning Commissioners we have. He thanked her for her many years of service.

**{{Commissioner Kramer moved to approve the Consent Agenda. Vice-Chair Schwartz seconded the motion which passed unanimously.}}**

#### Commission Call

Commissioner Kramer said that everyone should have received the AOC communication which spreads committee meetings throughout the week, eliminating conflicts; that change should allow commissioners to attend any of the meetings they are interested in. Chair Hege observed that it will be great as long as meetings remain virtual, but will not be practical if in-person meetings resume as many commissioners have to travel long distances to attend meetings in Salem.

Commissioner Kramer said that he has been in communication with Senator Wyden's office around the Wild and Scenic Rivers Bill/River Democracy Act. He said he is doing some digging and will forward information to Ms. Clark for distribution. He said he is working with Hood River Commissioner Oates on this issue as it affects both counties. Vice-Chair Schwartz said that she recently spoke with Jacob from Senator Wyden's' office and it appears they are moving toward a recreational overlay.

Vice-Chair Schwartz said that she is working on a houselessness task force with Mayor

Mays. In addition, the County has formed a Diversity, Equity and Inclusion Committee on which she is serving. She will bring back information to the Board. In addition, the Communications Committee will be presenting to the Board in March.

Ms. Clark announced that 9-1-1 Dispatcher Renee Stauffer will be retiring at the end of this month after 21 years of service to the County. She will work with the Commissioners individually for formal recognition.

At 12:40 p.m., Chair Hege recessed the meeting and announced that the meeting would resume at 2:30 p.m. for a public hearing in conjunction with The Dalles City Council regarding a Strategic Investment Program Application/Agreement.

The session reconvened at 2:30 p.m.

### Public Hearing – SIP Application/Agreement

Chair Hege opened the public hearing and explained the process to be followed. He announced that this is the first of two public hearings; the second will be held Monday evening at the City of The Dalles regular meeting.

Chair Hege explained that he will serve as the moderator for this hearing – the Board and City Council want to hear from the public. He asked that members of the public present facts and ask question in a respectful manner. He asked staff to commence their presentation.

Mr. Stone said that he wants to recognize the many months of work invested by the SIP negotiating team; they have spent a lot of time and done good work.

Wasco County Administrative Services Director Matthew Klebes, Enterprise and RRED Zones Manager, invited the Commissioners and City Councilors to ask questions during his presentation but asked members of the public to hold their questions until the end of the presentation. He reviewed the memo and slide presentation included in the Board Packet explaining the differences between Enterprise Zone abatement and a SIP abatement. He explained the three revenue streams included in the proposed agreement:

- Taxes which will be distributed to taxing districts
- Community Service Fee (CSF), distribution of which is determined by an agreement of a minimum of 70% of the taxing districts, excluding the school district
- GAP payment which makes up the difference between a combination of the taxes and CSF and 50% of the tax burden for project 1 and 60% of the tax burden for project 2

In addition, there is an initial fee of \$3 million for each of the 2 projects included in the

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agreement. The projected revenue over the course of a 15 year abatement is \$54 million for the first project and \$65 million for the second project. The team is working on a process to help guide the use of the GAP funds.

The negotiated portion of the agreement includes a land transfer to Wasco County and a first right of refusal for both the City and County should the project property be sold. That agreement would allow for a \$500,000 per project credit toward the purchase price. That right of first refusal is good for 10 years.

Mr. Klebes explained that there is not a job creation requirement attached to the SIP but the applicant expects new direct and indirect jobs. They will be required to enter a First Source hiring agreement and will clean up a challenged site within our community. There will also be water and power revenue from the projects and their water expansion will help to charge the local aquifer.

Mr. Klebes concluded by saying there will be a second public hearing Monday evening. The Wasco County Board of Commissioners will be asked to consider approving the agreement at their March 3<sup>rd</sup> session; the City at their March 8<sup>th</sup> City Council meeting.

Rodger Nichols asked when the taxes start. County Assessor/Tax Collector Jill Amery replied that while they are in construction they do not pay; that is why there is an initial \$3 million payment for each project. Once they get a certificate of occupancy, the tax begins.

Mr. Nichols asked what a First Source agreement is. Mr. Klebes explained that it requires them to use the Oregon Employment department as part of their employee search.

Karen said that she does not know how much water they are currently allowed to use and how much more they would need with another 1 or 2 data centers. She said her concern is that they will negatively impact water resources for the rest of the community.

Mayor Rich Mays responded that they are currently working with City of The Dalles Public Works to draw water from an underground aquifer. It will produce more than Google needs and the City will get the extra. Google is picking up the entire cost of developing that aquifer. The Dalles City Manager Julie Krueger said she expects that to come before the City Council in late March and early April.

Lana Jack asked if there are any Indians that will benefit from the taxation of this land. Mr. Klebes reviewed the districts impacted by the SIP:

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Taxing District
Total
Wasco Co UR
Port of TD UR
Park & Rec UR
Library UR
Fire District UR
Soil & Wtr District UR
4H & Ext UR
City of TD UR
Urban Renewal
School District 21 UR
CGCC UR
ESD UR
Bonds (CGCC, MCFR, Prk & Rec)

Mayor Mays said that in addition to property taxes to the district, the unallocated funds could go back into the community.

Ms. Jack stated that our Indian people live in extreme poverty and she feels that some of this money should be disbursed to communities that live without water and electricity.

David Jacobs stated that the Mid-Columbia Fire and Rescue District has not had an opportunity to meet but he would like to provide his own comments. He stated that he believes the City and County have done a great job in negotiating this agreement so that all parties will benefit. There will be discussion on how to distribute the CSF, but he believes it should be distributed based on the taxing districts formula. The County and City will receive the GAP funds in addition to their portion of the CSF. He said that he understands that there are projects that could benefit the community and the districts can do that as they see fit. MCFR will have to provide services to these new facilities and that will cost money. He said he appreciates all the hard work that has gone on – the outcome is tremendous and beneficial.

City Councilor Dan Richardson asked when they would be announcing the process for the GAP allocation. Mr. Klebes said that it is a process that they hope to release within the year; it is a priority for the team.

Tom Peterson asked how much water Google currently uses. Mayor Mays said that he does not have that number available right now but can get the information to him.

Eric Grosvenor asked if Google will need an EPA permit. Chair Hege replied that all the normal requirements are still in place. City Attorney Jonatan Kara agreed saying that this agreement will not circumvent any regulations or permitting requirements; Google will still

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have to follow all of those rules.

Sandra Haechrel asked what SAPA is. Chair Hege replied that it is a company name; it is now called Hydro and was once Northwest Aluminum. It is an international company.

Ms. Haechrel asked how the extra money will be distributed; will there be grants? Mr. Klebes replied that the taxes will go to the taxing districts. The CSF is pending an agreement among the districts. The team is developing a process between the City and County for the allocation of the GAP funds. There are other SIP agreements around the state and the team is reviewing their processes. He added that they hope to release that information within the year.

Chair Hege asked if that will be made public. Mr. Klebes answered that it will come before both the Wasco County Board of Commissioners and The Dalles City Council in public meetings.

MCFR's Chief Palmer thanked everyone for all the work that went into this.

Bob Haechrel said that he has not heard about this prior to now. He said he understands the need and desire to reach agreements to benefit the community but he wonders about the alternatives. He expressed skepticism about giving a benefit to a multibillion dollar corporation. He asked what we would get if they did not get a tax break. He said he is pro-growth, just suspicious that the big guy gets the break.

Mr. Klebes explained that one of the ways the team looked at the proposal was an ultimate value. Project 1 is 50% of value and Project 2 is 60% of value. In terms of other users, we have a number of smaller businesses that have used Enterprise Zone abatement programs. The SIP is geared toward the larger capital investments. Mayor Mays added that as far as the local tax break for our citizens – public services are provided by various districts; they will decide the levy or break – each makes a decision to lower or raise taxes.

Bruce Lumper said that he strongly supports Ms. Jack's request to allocate some of the funds to the indigenous communities. These are some of the poorest people in our community.

Korena Colquitt asked if there is a minimum investment required to qualify for the abatement. Mr. Klebes replied that there is not an expressed minimum, but the initial taxable amount is \$25 mm and so you would be paying full taxes unless the project exceeds that amount.

Debi Ferrer said she agrees with Mr. Lumper and Ms. Jack. She asked how many jobs will be created and at what salary levels. Mr. Klebes explained that one of the differences between the Enterprise Zone (EZ) and the SIP is that the EZ has job creation and wage

WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
FEBRUARY 17, 2021  
PAGE 34

requirements; the SIP does not. The applicant has expressed that there will be jobs created but there is not a firm number.

Chair Hege added that the jobs issue was challenging even in the EZ. If you look at the actual numbers our regional economist provided, Google added the largest portion of the 50 recent tech jobs which was the only positive job growth in the last year.

Mr. Klebes continued by saying that there will be construction jobs created along with direct and indirect hires.

Mr. Haechrel asked for a comparison of the tax rates. Ms. Amery said that it is the same for Google as it is for their neighbors. She added that the information is accessible through the County website.

Northern Wasco County Parks and Recreation District Executive Director Scott Baker pointed out that when the NWCPD gets more tax dollars, they hire more people. Those are indirect jobs created. He commended the team for their great work.

Chair Hege asked if there were any further questions or comments from the public. There were none. He closed public comment, noting that there will be another opportunity to comment at Monday evening's City Council meeting. He called for questions or comments from the County Board or City Council.

Vice-Chair Schwartz asked why we did this ad hoc rather than creating a SIP Zone. Mr. Klebes replied that there is not an advantage to creating a zone. When the applicant expressed an interest in SIP, doing it ad hoc allowed us to go forward without the formal process of creating a zone. He added that a zone might attract more applicants.

Vice-Chair Schwartz commended the team on the great work they did negotiating the GAP, initial payments and the land. She asked who will get the land. Mr. Klebes replied that it would come to Wasco County. She asked who would get the first right of refusal. Mr. Klebes answered that the agreement is still being drafted but per the term sheet, it would be available to both the City and the County.

Mr. Baker commented that 35 acres is a great win! He encouraged the decision-makers to consider using the initial 3 million dollar payment to make that property shovel ready.

Vice-Chair Schwartz asked if the water storage and recovery is separate from the SIP. Mr. Klebes replied affirmatively, saying that is between Google and the City of The Dalles.

Vice-Chair Schwartz said she would like to see a tighter timeline regarding the process for GAP fund disbursement. She stated that it is important to the community and when it comes before the Board, she will be applying a diversity, equity and inclusion lens to it.

WASCO COUNTY BOARD OF COMMISSIONERS  
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FEBRUARY 17, 2021  
PAGE 35

Mr. Klebes stated that it will be staff's priority to bring a process forward as quickly as possible. There are other processes that will have to happen prior to that and they will be working on this during that time.

Councilor Dan Richardson said that is not the question before us today; but if we sign the agreement, the spending discussion needs to be before us sooner rather than later. He asked what we can expect at the end of the 20 year agreement. Ms. Amery replied that tax rates don't change. At the end of each 15 year abatement, the property will become fully taxable.

Councilor Richardson asked about the challenges associated with the "challenged" site. Mr. Klebes said he would have to do a little digging for the details. The aluminum plant has a spectrum of issues. Councilor Richardson commented that it would be worth understanding. Mayor Mays said that they would try to get some information prior to Monday's hearing.

Chair Hege said it was a super fund site and is in a monitoring stage. The Lockheed Martin property is deed restricted. That site has a certain amount of stigma around it. Google has done a lot of due diligence and believes that it can be developed. Councilor Richardson commented that if it is a selling point for this deal, it would be good to have those details.

Councilor Tim McGlothlin said he will look for those details in the future as he wants to know what "cleaned up" means.

Rodger Nichols asked when the 15 year exemption on the first project terms out. Ms. Amery replied that she does not expect it to go into effect until 2023; it will term out 15 years after it begins.

Mayor Mays said that the \$54 million total for project 1 does not include the initial \$3 million fee. Mr. Klebes confirmed, saying that the \$54 is the total of the taxes, CSF and GAP.

Mayor Mays said looking back at the 3 EZ abatements negotiated with Google, you will find that the first agreement generated \$4 million in revenue, the second generated \$13.2 million in revenue and the third generated \$28 mm in revenue – each over a 15 year period. If you add them together it is \$45 million. The first SIP project alone exceeds the sum of the first three EZ agreements by nearly \$10 million in revenue for the community.

Chair Hege asked if the \$3 initial payment is a total for both projects. Mr. Klebes responded that it is \$3 million for each project or a total of \$6 million for both projects. He said that those fees are tied to the construction process; in year one of construction for each project, we will receive the initial payment. The Construction schedule is not set and we could see years between the 1<sup>st</sup> project payment and the 2<sup>nd</sup> project payment.

Chair Hege said he highly commends the team that worked so tirelessly to do this and to the districts and community for attending and commenting.

Mayor Mays reminded everyone that the second hearing will be hosted by the City of The Dalles and will be similar to this hearing.

Chair Hege closed the Public Hearing and adjourned the session at 3:53 p.m.

### Summary of Actions

#### MOTIONS

- **To set aside \$1,000,000 for the CenturyLink appeal as recommended by the Wasco County Assessor.**
- **To approve Order 21-011 cancelling certain uncollectible personal property taxes.**
- **To approve Order 21-010 vacating certain roads within the Plat of Tygh in Tygh, Valley Oregon.**
- **To approve the submission for PL 110-343 Title III Project for the White River Fire.**
- **To approve Modification #4 to the US Forest Service Cooperative Law Enforcement Agreement.**
- **To accept the bid from Tonkin of the Gorge for four 2021 Subaru Crosstrek Premium for a total of \$101,048.96.**
- **To approve the Joint Resolutions to participate in the Community Dispute Resolution Program and to designate Wasco County as the Community Dispute Resolution Coordinator.**
- **To direct staff to release the trust deed held by the County for the Tenneson building, including a requirement that MCCFL use 100% of the proceeds of the sale of the Tenneson building to pay down their loan with Wasco County**
- **To direct staff to facilitate a transfer of property to the Original Wasco County Courthouse Preservation with a reversionary clause.**
- **To approve applications to the Special Transportation Fund Grant and Federal Transit Administration Section 5310 grant programs as proposed by Mid-Columbia Economic Development District.**
- **to approve the Consent Agenda – 2.3.2021 Regular Session Minutes and Order 21-008 reappointing Vicki Ashley to the Wasco County Planning Commission.**

#### CONSENSUS

- **To add the Wasco County logo to the letter supporting recycling modernization legislation.**

- **To sign the comment letter to OSHA regarding labor housing rules – Vice-Chair Schwartz approval pending.**

Wasco County  
Board of Commissioners



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Scott C. Hege, Commission Chair



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Kathleen B. Schwartz, Vice-Chair



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Steven D. Kramer, County Commissioner



## DISCUSSION LIST

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[COVID UPDATES](#) – NCPHD

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[CENTURY LINK REFUND CREDIT](#) – Jill Amery

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[WHOLLY UNCOLLECTIBLE TAXES](#) – Jill Amery

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[VEHICLE AWARD](#) – Mike Middleton

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[FOREST PATROL AGREEMENT MODIFICATION](#) – Lane Magill

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[COMMUNITY DISPUTE RESOLUTION PROGRAM](#) – Kathy Clark

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[MCCFL TRUST DEED](#) – Scott Hege/Kristen Campbell

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## DISCUSSION ITEM

WASCO COUNTY COVID-19 UPDATES

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[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO AGENDA](#)

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## AGENDA ITEM

### Century Link Refund Credit

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[STAFF MEMO](#)

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[MOTION LANGUAGE](#)

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## MEMORANDUM

**SUBJECT: Large Scale Utility Account Appeals Update, Property Tax Division Recommendation and Request for Funds to set aside in the CenturyLink case**

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TO: BOARD OF COUNTY COMMISSIONERS

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FROM: JILL AMERY, ASSESSOR/TAX COLLECTOR

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DATE: 2/9/2021

### BACKGROUND INFORMATION:

#### CenturyLink Appeal

CenturyLink, a utility doing business in Wasco County has filed an appeal regarding their valuation by the Department of Revenue. The case speaks to not only the valuation approach, but the validity of the property that is included in the valuation. CenturyLink's property located in Oregon consists mainly of fiber-optic cables, high-speed telecommunications switching equipment, and other related equipment, all of which is part of a multinational, telecommunications network that operates as a unit, a portion of which is located in the State of Oregon and County of Wasco.

CenturyLink argues that certain of their assets do not constitute property under Oregon law and/or are not used or held for the performance or maintenance of CenturyLink's communication business or the provision of any communication services and, therefore, were not subject to assessment by the Department.

This case along with Level 3 Communications has become more complex with their mergers and acquisitions. CenturyLink acquired Level 3 Communications, Level 3 had appeals pending in the courts prior to acquisition and now CenturyLink has filed their own appeals. Therefore I am recommending to set funds aside in a Potential Refund Account pursuant to ORS 305.286, in the amount of \$1,000,000. \$540,005 +/- from the settlement of Charter Communications appeal will be not be refunded to the taxing districts but released to the unseg account and then used as a portion of the potential refund credit account for CenturyLink. The remaining \$460,000 +/- will come from the current collections and unsegregated tax account. We will continue to follow this case closely and recommend additional dollar amounts for set aside in the future to both

play catch up to the growing value under appeal and reduce the districts exposure to a potential large scale refund.

- Action Item
- Request to set aside \$1,000,000 for the CenturyLink appeal.

## Appeal Updates

### Charter Communications Appeal Resolution

Charter Communications have reached a settlement agreement in their ongoing appeal that began with the 2009-2010 tax year. Tax years 2009-2010 through 2017-2018 were dismissed as part of the stipulated agreement (there was no appeal for the 2016-2017 tax years). The settlement conclusions were adjustments to the 2018-2019 and 2019-2020 tax years with a stipulated general judgment and Plaintiffs' claims were dismissed with prejudice. There is no judgement, just the adjustment for the 2020-2021 tax year as the settlement was made prior to an appeal but after the transmission of the Utility Roll was provided to the counties.

The adjustments for the tax years 2018 through 2020 result in a total refund of \$65,997.97. This along with the apportioned interest earned associated with this amount in the account designated for the Potential Refund Credit will be requested for refund to Charter Communications. The funds remaining in the accounts set aside for this case are approximately \$540,005 +/- with interest.

### Burlington Norther Santa Fe Railway Appeal Resolution

Burlington Northern Santa Fe Railway Company has reached a settlement agreement in their ongoing appeal that began with the 2017-2018 tax year. The adjustments for the tax years 2017- 2018 through 2019-2020 result in a total refund of \$469,070.04 to BNSF. The funds set aside in the Potential Refund Account are approximately \$373,592.40 +/- with interest, short of approximately \$95,477 +/- of the refund required at \$469,070.04 +/- interest.

Thank you.



## MOTION

**SUBJECT:** Century Link Refund Credit

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I move to set aside \$1,000,000 for the CenturyLink appeal as recommended by the Wasco County Assessor.



## DISCUSSION ITEM

### Wholly Uncollectible Taxes

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[STAFF MEMO](#)

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[AFFIDAVIT OF ASSESSOR](#)

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[AFFIDAVIT OF COUNTY COUNSEL](#)

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[ORDER 21-009 CANCELLING TAXES](#)

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[ACCOUNT 63593](#)

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[MOTION LANGUAGE](#)

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**MEMORANDUM**

**SUBJECT: CANCELLATION OF UNCOLLECTIBLE BUSINESS PERSONAL PROPERTY TAXES, ACCOUNT #63593**

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**TO: BOARD OF COUNTY COMMISSIONERS**

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**FROM: JILL AMERY, WASCO COUNTY TAX COLLECTOR**

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**DATE: 02/17/2021**

**BACKGROUND INFORMATION:**

I am requesting the Wasco County Board of County Commissioners for an Order Cancelling Wholly Uncollectible Business Personal Property Taxes, pursuant to ORS 311.790.

The personal property taxes attributed to account number 63593 has been outstanding since on or around 2009. In 2010, the debtor filed for bankruptcy in the United States Bankruptcy Court (Case 310-40076-TMB7). The county was left with \$0 settlement.

Please find attached the legal memorandum from Kristen Campbell, County Counsel supporting our request along with the Business personal property account that meets the necessary criterion.

IN THE COUNTY COMMISSION OF THE STATE OF OREGON

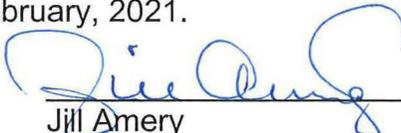
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE CANCELLATION )  
OF CERTAIN UNCOLLECTIBLE BUSINESS ) AFFIDAVIT  
PERSONAL PROPERTY TAXES. )

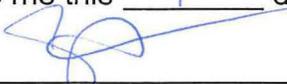
STATE OF OREGON, )  
) ss.  
County of Wasco. )

I, JILL AMERY, being first duly sworn on oath depose and say: That I am the duly qualified and acting Tax Collector for the State of Oregon in and for the County of Wasco; That the attached list of personal property taxes was prepared in my office and under my direction; That I have examined said list and investigated the feasibility of collection of said taxes; That from my investigation I have determined that the attached list of taxes of personal property represents a list of uncollectible business personal property taxes which are delinquent and are now wholly uncollectible by virtue of the fact that the business personal property failed to be liquidated due to bankruptcy; and That in my opinion said taxes are wholly uncollectible by virtue of these facts; and Further that I make this Affidavit in support of a Motion for an Order of this Court declaring the said taxes to be uncollectible and directing me as Tax Collector of this County to cancel said uncollectible personal property taxes.

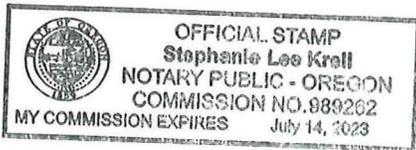
DATED this 4th day of February, 2021.

  
\_\_\_\_\_  
Jill Amery  
Wasco County Tax Collector

SUBSCRIBED AND SWORN to before me this 4th day of February, 2021.

  
\_\_\_\_\_

Notary Public for Oregon  
My Commission Expires: 7/14/23



IN THE COUNTY COURT OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE CANCELLATION )  
OF CERTAIN UNCOLLECTIBLE BUSINESS ) A F F I D A V I T  
PERSONAL PROPERTY TAXES. )

STATE OF OREGON, )  
 ) ss.  
County of Wasco. )

I, KRISTEN CAMPBELL, being first duly sworn on oath depose and say: That I am the, qualified and acting Legal Counsel for the State of Oregon in and for the County of Wasco; That based upon the Affidavit of Jill Amery, Tax Collector of said County, I have determined that the attached list of taxes of business personal property represents a list of uncollectible business personal property taxes which are delinquent and are now wholly uncollectible by virtue of the fact that the business personal property failed to be liquidated due to bankruptcy; and That in my opinion said taxes are wholly uncollectible by virtue of these facts; and Further that I make this Affidavit in support of a written application under ORS 311.790 for an Order directing the Tax Collector to cancel such business personal property taxes as uncollectible.

DATED this \_\_\_\_\_ day of February, 2021.

\_\_\_\_\_  
Kristen Campbell  
Wasco County Legal Counsel

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of February, 2021.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

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IN AND FOR THE COUNTY OF WASCO

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IN THE MATTER OF THE CANCELLATION OF CERTAIN UNCOLLECTIBLE PERSONAL PROPERTY TAXES

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**ORDER #21-011**

NOW ON THIS DATE, the above-entitled matter having come on regularly to be heard upon the Motion of the Wasco County Attorney for an Order declaring certain taxes upon personal property to be now uncollectible and directing the Tax Collector to cancel said personal property taxes; it appearing to the Board from the Affidavits of Jill F. Amery, Tax Collector for Wasco County, and Kristen Campbell, Attorney for Wasco County, that the taxes in the complaint are wholly uncollectible.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jill F. Amery, Tax Collector for Wasco County, cancel the taxes listed in the motion on file in this matter, attached hereto, and by this reference incorporated herein, as uncollectible personal property taxes; it is further ordered that this Order be entered in the Journal of the Board of County Commissioners.

DATED this 17<sup>th</sup> day of February, 2021.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Kristen Campbell, County Counsel

\_\_\_\_\_  
Scott C. Hege, Commission Chair

\_\_\_\_\_  
Kathleen B. Schwartz, Vice-Chair

\_\_\_\_\_  
Steven D. Kramer, County Commissioner

Wholly Uncollectible - Business Personal Property Bankruptcy

<b>Account:</b>	63593
<b>Situs:</b>	710 E 2nd The Dalles, OR 97058
<b>Owner:</b>	ERIN GLENN VINEYARDS C/O TIM SCHECHTEL 3511 SANDLIN RD THE DALLES, OR 97058

Charges calculated through February 16, 2021.

Year	Category	TCA/District	Charged	Minimum	Bal. Due	Due Date
2009	Property Tax Principal	1211	\$3,628.66	\$2,841.92	\$2,841.92	11/15/2009
2009	Personal Property Late Filing Penalty	001WASCO_	\$1,814.33	\$1,420.96	\$1,420.96	11/15/2009
2009	Property Tax Interest	001WASCO_	\$2,504.11	\$2,504.11	\$2,504.11	2/16/2021
2009	Property Tax Interest	1211	\$5,008.20	\$5,008.20	\$5,008.20	2/16/2021
2010	Property Tax Principal	1211	\$2,305.61	\$2,305.61	\$2,305.61	11/15/2010
2010	Property Tax Interest	1211	\$3,719.72	\$3,719.72	\$3,719.72	2/16/2021
2011	Property Tax Principal	1211	\$2,188.06	\$2,188.06	\$2,188.06	11/15/2011
2011	Personal Property Late Filing Penalty	001WASCO_	\$1,094.03	\$1,094.03	\$1,094.03	11/15/2011
2011	Property Tax Interest	001WASCO_	\$1,589.99	\$1,589.99	\$1,589.99	2/16/2021
2011	Property Tax Interest	1211	\$3,179.98	\$3,179.98	\$3,179.98	2/16/2021
2012	Property Tax Principal	1211	\$2,061.78	\$2,061.78	\$2,061.78	11/15/2012
2012	Personal Property Late Filing Penalty	001WASCO_	\$1,030.89	\$1,030.89	\$1,030.89	11/15/2012
2012	Property Tax Interest	001WASCO_	\$1,333.28	\$1,333.28	\$1,333.28	2/16/2021
2012	Property Tax Interest	1211	\$2,666.58	\$2,666.58	\$2,666.58	2/16/2021
			\$34,125.22	\$32,945.11	\$32,945.11	

Property Tax Principal	\$9,397.37
Property Tax Interest	\$14,574.48
Late Filing Penalties	\$3,545.88
Late Filing Interest	\$5,427.38
<b>Grand Total</b>	<b>\$ 32,945.11</b>



## MOTION

**SUBJECT: Wholly Uncollectible Taxes**

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I move to approve Order 21-011 cancelling certain uncollectible personal property taxes.



## DISCUSSION ITEM

### Vehicle Award

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[STAFF MEMO](#)

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[BID COMPARISON](#)

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[REQUEST FOR QUOTES](#)

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[TONKIN OF THE GORGE RESPONSE](#)

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[C.H. URNESS MOTORS RESPONSE](#)

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[COLUMBIA GORGE MOTORS RESPONSE](#)

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[MOTION LANGUAGE](#)

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Date: 2/10/2021  
To: Board of County Commissioners  
From: Mike Middleton, Finance Director

Re: Vehicle Bid Results & request for approval

Commissioners,

For the FY21 budget, there is \$130,000 included for current year vehicle purchases. (This is in addition to the FY20 purchase pushed in to FY21 due to supply chain constraints.) However, the Sheriff's Office does not need new vehicles for FY21.

With the cooperation and input from the Sheriff's Office, the Vehicle Committee decided to utilize the available funds and purchase new vehicles for departments. This is being done to address several problems departments facing.

1. Sheriff's Office vehicles are heavily used and typically rotated at around 80K miles, and over 100K miles is not unusual. (Community Corrections was rotate a vehicle with 129K miles earlier this fiscal year.)
2. Due to the high miles, maintenance issues are common. One rotate vehicle this year had to replace the transmission less than two weeks after rotation.
3. Sheriff's Office vehicles are ordered without consoles as law enforcement equipment needs to be added. The wiring and installation results in occasional loose panels & wires.
4. Sheriff's Office vehicles are pursuit vehicles. This means the specification are beyond the needs of other departments. This leads to increased operational costs – primarily more fuel.
5. Departments need additional vehicles rotated in even if the Sheriff's Office does not require it this year.

The Vehicle Committee reviewed the current vehicle needs and is requesting to purchase four (4) new vehicles to supplement the fleet and address the difficulties for departments. Specifications were reviewed and the price point will be significantly less for these vehicles. The budget would allow for the purchase of up to five (5) vehicles, the Vehicle Committee determined only four (4) will be needed to meet requirements this fiscal year.

Bid requests were sent to four (4) local new car dealers representing at least eight (8) different vehicle brands. Specific models are not requested, rather anything meeting the specifications would be considered and the recommendation would be for the lowest price bid as long as the specifications were met.

The summary of bids is as follows:

1. \$101,048.96 – Tonkin of the Gorge – 4x 2021 Subaru Crosstrek Premium CVT
2. \$101,724.00 – C.H. Urness – 4x 2021 Jeep Compass Sport 4x4
3. \$110,190.40 – Columbia Gorge Toyota – 4x 2021 Toyota Rav4 LE
4. No bid recieved

Based on a review of the bid price and specifications, the recommendation is to accept the bid from Tonkin of the Gorge for \$101,048.96. Bid information submitted is attached to this memo for your review.

Suggested motion:

I move to accept the bid from Tonkin of the Gorge four 2021 Subaru Crosstrek Premium for a total of \$101,048.96.

### Comparison of Vehicle Bids Received

Bidder	Bid Total	Brief Description	Meets Specs?	Notes	Rated
Tonkin of the Gorge	\$ 101,048.96	4x 2021 Subaru Crosstrek Premium CVT	Yes	Have 1 on lot (silver), another to arrive (white); will need a few days to move additional units (color?) from other lots if awarded bid	1
C.H. Urness Motors	\$ 101,724.00	4x 2021 Jeep Compass Sport 4x4	Yes	2 have upgraded "sport appearance" package as bidding vehicles on the lot - those 2 are \$1,095 more than the other 2.	2
Columbia Gorge Toyota	\$ 110,190.40	4x 2021 Toyota Rav4 LE	Yes		3



2/1/2021

To whom it may concern:

Wasco County is procuring up to four (4) vehicles for Wasco County departments. These vehicles will be used by various departments. Due to the nature of the use, the vehicles must meet the following specifications:

1. New – not used, preowned, or lease return; the vehicle can be 2020 or newer model year as long as it is new.
2. All Wheel Drive or Four Wheel Drive (AWD or 4WD)
3. Minimum Ground Clearance of 7.8 inches
4. Fuel Type: Gas
5. Minimum EPA rated Mileage: 22 City/30 Highway
6. Minimum 50 cu.ft cargo space
7. Hands-free operation for cellphone
8. Three (3) year warrantee
9. Same make and model – the year does not need to be the same
10. Color – any stock color – the vehicles can each be a different color
11. Delivery available the week of February 22<sup>nd</sup> 2021.
12. The bid must include all applicable costs

Steps in the process:

1. Submit the bid offered either in writing or by email to Mike Middleton, Finance Director Wasco County; 511 Washington St suite 207; The Dalles, OR 97058; [mikem@co.wasco.or.us](mailto:mikem@co.wasco.or.us) by 2/10/2021.
2. The Finance Director will have the Board of County Commissioners approve the selected bid on 2/17/2021.
3. A purchase order will be issued immediately after approval
4. A check will be cut paid the week of 2/22/2021.

Please direct any questions to:

Mike Middleton – Finance Director, Wasco County; 541-506-2770;  
[mikem@co.wasco.or.us](mailto:mikem@co.wasco.or.us)



Mike Middleton &lt;mikem@co.wasco.or.us&gt;

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**Vehicle bids per your request.**

1 message

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**Chris Wofford** <[REDACTED]>  
To: mikem@co.wasco.or.us

Thu, Feb 4, 2021 at 2:21 PM

Attn: Mike Middleton - Finance Director, Wasco County

Mike, here is our bid for the (4) vehicles you requested. The best vehicle we offer to meet all of your requirements would be the 2021 Subaru Crosstrek. It would be new, AWD, 8.7 inch ground clearance, have 27/34 EPA rated mileage for City/Highway, 55.3 cu.ft cargo space, hands-free phone features and a 3 year warranty.

Price breakdown as follows;

Manufactures Suggested Retail Price - \$26,670  
Dealer Cost - \$24,999  
Selling price or bid - \$24,506  
Taxes - \$214.74  
Lic. and Reg. - \$541.50  
Out the door amount due - \$25,262.24

I've attached an invoice of one I currently have in stock for your closer review. In additional to the silver one I currently have in stock, I have a twin to it in white scheduled to arrive prior 2/22/2021. If we win the bid we will need to be made aware of it a few days prior to delivery so that we can facilitate dealer trades to secure the additional two units. Inventory is scarce at this time.

Please feel free to reach out to me with any additional thoughts or questions.

With good service in mind,

Chris Wofford  
Sales Manager  
Tonkin Subaru, Chevrolet, Buick, GMC Of The Gorge  
541.296.2166 x 5202

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D55453

SUBARU OF AMERICA  
Vehicle Invoice

SUBARU OF AMERICA/WEST REGION  
720 SO. COLORADO BLVD., SUITE 300 N  
GLENDALE, CO 80246

VIN: JF2GTAPC0M8301954  
Invoice Number: 116791498  
Invoice Date: 01/25/21  
P.O. Number: ||

Sold To: 401728  
TONKIN OF THE GORGE  
2222 W 6TH ST  
THE DALLES, OR 97058 US

Financing Organization:  
US BANK NATIONAL ASSOCIATION  
PO BOX 4689 - DLR SERVICES  
PORTLAND, OR 972084689

Shipped To: 401728  
TONKIN OF THE GORGE  
2222 W 6TH ST  
THE DALLES, OR 97058 US

Order Type: Wholesale

Item	Item Description	Manufacturing Suggested Retail	Dealer Cost
MRD	2021 Crosstrek Premium CVT	\$24,645.00	\$23,318.00
ISM	Ice Silver Metallic		
BLO	Black		
	Option Package 13		
	Standard Model w/EyeSight		
OH2	Mirror Compass w/ homelink	\$365.00	\$237.00
OJ6	Rear Bumper Cover	\$150.00	\$97.00
OJJ	Crossbar Set - Aero	\$201.00	\$130.00
OJY	Rear Seat Back Protector	\$127.00	\$82.00
OLE	All-Weather Floor Liners	\$132.00	\$85.00
STD.	Standard Destination Charge	\$1,050.00	\$1,050.00
Total Vehicle Price Before Discount		\$26,670.00	\$24,999.00
Total Vehicle Price After Discount		\$26,670.00	\$24,999.00

HB 0493 FP 0200

Vehicle Identification	Engine Number	Key Code	Port	Curb Weight
JF2GTAPC0M8301954	YN16059	38803	Vancouver, WA	3223.0

50 State Certified

# 24,506      SALE PRICE  
 214.74      TAX  
 541.50      LIC & REG.  
 -----  
 # 25,262.24      OUT THE DOOR



Mike Middleton <mikem@co.wasco.or.us>

### Wasco County Request for Bids

7 messages

**Mike Middleton** <mikem@co.wasco.or.us> Mon, Feb 1, 2021 at 1:18 PM  
 To: Mike Middleton <mikem@co.wasco.or.us>  
 Bcc: Eric Mullins <[REDACTED]>, chris.wofford@[REDACTED], acarter@d[REDACTED], woolsey\_a@[REDACTED]

The attached pdf file is the request for bids issued by Wasco County.  
 In short, we are looking to acquire 4 new vehicles meeting the specifications in the request for bids.  
 The deadline for submission of the bids is 4pm on Wednesday, February 10th. This is nearly a week and a half. If this is too tight of a timeline, please let me know and I can see about extending it.  
 The decision will be made based on the lowest cost of the submitted bids that meet the specifications listed.  
 The intent is to select a bid and submit to the Board of County Commissioners for approval on February 17th, 2021. After approval of the selected bid, the winning business will be notified and a purchase order created. Delivery and payment are expected to occur sometime during the week of February 22nd, 2021.



**Mike Middleton | Finance Director**  
**FINANCE**  
 mikem@co.wasco.or.us | www.co.wasco.or.us  
 541-506-2770 | Fax 541-506-2771  
 511 Washington Street, Suite 207 | The Dalles, OR 97058

**Wasco County Request for Bid.pdf**  
 763K

**Aaron** <[REDACTED]> Tue, Feb 2, 2021 at 10:19 AM  
 To: Mike Middleton <mikem@co.wasco.or.us>

Mike,

Thank you for the clarification. Attached you will find our Bid on 4 Toyota vehicles. The bottom line number includes everything except vehicle registration.

Thank you,

Aaron Carter

[Quoted text hidden]

**Wasco County Rav 4 quote.pdf**  
 27K

**Mike Middleton** <mikem@co.wasco.or.us> Tue, Feb 2, 2021 at 10:36 AM  
 To: Aaron <Acarte@[REDACTED]>

Thanks for the quick response!



To: Mike Middleton, Wasco County Finance Director

C.H. Urness Motors Bid Submission

2021 Jeep Compass Sport 4X4 (4 vehicles)

2 @ \$24,650  
\$124 Priv. tax  
\$105 CAT tax

---

\$24,879 x 2 = \$49,758

2 @ \$25,745  
\$129 Priv. tax  
\$109 CAT tax

---

\$25,983 x 2 = \$51,966

Total \$101,724 (licensing not included)



# SPECIFICATIONS



Limited in Diamond Black Crystal Pearl

## SUSPENSION/STEERING/BRAKES

Front Suspension	MacPherson strut, coil springs, flat-front steel crossmember, high-strength steel double-shell lower control stabilizer bar
Rear Suspension	Chassis strut, high-strength steel links, isolated steel rear cradle for 4x4 and non-isolated for 4x2, coil springs, stabilizer bar
Steering	Electric power rack and pinion
Overall Ratio (F1)	15.7
Turns (lock-to-lock)	
4x2 and 4x4	2.68
Trailhawk® 4x4	2.76
Turning Diameter (curb-to-curb, ft)	
(when equipped with 17-inch tires)	
4x2 and 4x4	36.3
Trailhawk 4x4	35.3
Brake System	
Front	12 x 11 vented rotor with 2.36 single-piston floating caliper
Rear	10.95 x 0.47 solid rotor with 1.5 single-piston floating caliper

## EXTERIOR DIMENSIONS

(inches unless otherwise noted)

	4x2	Jeep Active Drive 4x4	Jeep Active Drive Low 4x4
Wheelbase	105.8	105.8	105.8
Overall Length	173.0	173.0	173.0
Overall Width (with mirrors extended)	80.0	80.0	80.0
Track, Front	60.7	60.7	60.7
Track, Rear	60.3	60.3	60.3
Overall Height (with roof rail)	64.8	64.8	65.6
Ground Clearance	7.8	8.2	8.5
Approach Angle (with air dam)	19.8°	16.6°	20.3°
Breakover Angle	21.6°	22.9°	24.4°
Departure Angle	20.8°	31.7°	33.6°
Water Fording*	16	16	19

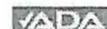
## POWERTRAINS

Engine	2.4L Tigershark® MultiAir™ 2 I-4
Displacement (cu in)	144
Horsepower (SAE net) @ rpm	180 @ 6,400
Torque (SAE net lb-ft) @ rpm	175 @ 3,900
Fuel System	Sequential multipoint electronic returnless
Transmissions	
6-speed automatic	Std. (Front-Wheel-Drive (FWD))
9-speed automatic	Std. (4x4 models)
Jeep Active Drive, single-speed Four-Wheel Drive (4WD)	Std. on 4x4
Jeep Active Drive Low, single-speed 4WD	Std. on Trailhawk

## INTERIOR DIMENSIONS

(inches unless otherwise specified, front / rear)

Seating Capacity	2 / 3 adults
Head Room (without sunrod)	39.2 / 38.5
Leg Room	41.5 / 38.3
Shoulder Room	56.7 / 55.1
Hip Room	54.1 / 49.2
SAE Cargo Volume (cu ft)	
Rear Seats Up	27.2
Rear Seats Folded	59.8
EPA Interior Volume Index (cu ft)	126.7



2021 MODEL YEAR

# Jeep COMPASS SPORT 4X4

For more information visit: [www.jeep.com](http://www.jeep.com)  
or call 1-877-IAM-JEEP

FCA US LLC

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: **\$25,415**

**JEEP COMPASS SPORT 4X4**  
Exterior Color: Jazz Blue Pearl Coat Exterior Paint  
Interior Color: Black Interior Color  
Interior: Cloth Low-Back Bucket Seats  
Engine: 2.4L I4 Zero Evap MultiAir® Engine w/ Start/ Stop  
Transmission: 9-Spd 948TE FWD/AWD Auto Transmission  
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

**FUNCTIONAL/SAFETY FEATURES**

Jeep Wave Membership (Retail Sales/50 States Only)  
Advanced Multistage Front Air Bags  
Driver Inflatable Knee-Bolster Air Bag  
Supplemental Side-Curtain Front and Rear Air Bags  
Supplemental Front Seat-Mounted Side Air Bags  
Remote Keyless-Entry  
Push-Button Start  
Speed Control  
Speed-Sensitive Power-Locks  
ParkView® Rear Back-Up Camera  
Rear Window Defroster  
Variable Intermittent Windshield Wipers  
Selec-Terrain® System  
Electronic Stability Control  
Electronic Roll Mitigation  
Anti-Lock 4-Wheel Disc Brakes  
Tire-Pressure Monitoring Display

**INTERIOR FEATURES**

Uconnect® 4 with 7-Inch Display  
Apple CarPlay®  
Google Android Auto™  
Integrated Voice Command with Bluetooth®  
Bluetooth® Streaming Audio  
Steering-Wheel-Mounted Audio Controls  
Power Front Windows with 1-Touch Up & Down  
Tilt / Telescope Steering-Column  
Rear 60/40 Folding Seat  
Front Height-Adjustable Shoulder Belts  
Sliding Sun Visors With Mirrors  
6 Speakers  
Manual 6-way Driver and Passenger Seats  
Rear-View Day / Night Mirror  
A/C with Dual-Zone Auto Temperature Control  
USB Host Flip  
Media Hub with USB and Auxiliary Port  
Second Row USB  
Auxiliary 12-Volt Rear Power Outlet

**EXTERIOR FEATURES**

16-Inch X 6.5-Inch Styled Black Steel Wheels

Power-Adjusting Mirrors  
Exterior Mirrors with Heating Element  
Daytime Running Lamp System  
Halogen Quad Headlamps  
Headlamps with Turn-Off Time Delay  
Black Day Light Opening Moldings  
Incandescent Taillamps

**OPTIONAL EQUIPMENT (May Replace Standard Equipment)**

Jazz Blue Pearl Coat Exterior Paint **\$245**  
Customer Preferred Package ZGA **\$995**  
Cold Weather Group  
Heated Steering Wheel  
Reversible Carpet / Vinyl Cargo-Mat  
All-Season Floor Mats  
Heated Front Seats  
Windshield Wiper De-Icer  
Leather-Wrapped Steering Wheel  
Remote-Start System

Destination Charge **\$1,495**

**TOTAL PRICE: \* \$28,150**

**WARRANTY COVERAGE**  
5-year or 60,000-mile Powertrain Limited Warranty.  
3-year or 36,000-mile Basic Limited Warranty.  
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

**5 YEAR / 60,000 MILE  
POWERTRAIN WARRANTY**

24,650.  
124 Pen tax  
105 CAT tax

**\$24,879.00**

Assembly Point/Port of Entry: TOLUCA, MEXICO S/L SHP TO: SOLD TO:  
Vnc: 3C4-NJDAB9MT-554625 LA-VIN: 7012 1113



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

\* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

## EPA DOT Fuel Economy and Environment Gasoline Vehicle

**Fuel Economy** These estimates reflect new EPA methods beginning with 2017 models.

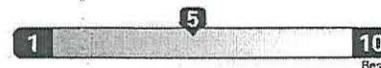
**25** MPG  
combined city/hwy  
22 city 30 highway  
4.0 gallons per 100 miles

Small SUV 4WD range from 16 to 120 MPGe. The best vehicle rates 141 MPGe.

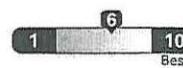
**You spend \$500 in fuel costs over 5 years** compared to the average new vehicle.

**Annual fuel Cost \$1,600**

**Fuel Economy & Greenhouse Gas Rating** (tailpipe only)



**Smog Rating** (tailpipe only)



This vehicle emits 358 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at [fuelconomy.gov](http://fuelconomy.gov).

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and cost \$7500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.70 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

**fuelconomy.gov**

Calculate personalized estimates and compare vehicles



### GOVERNMENT 5-STAR SAFETY RATINGS

**Overall Vehicle Score** ★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

**Frontal Crash** Driver Passenger ★★★★★  
★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

**Side Crash** Front seat Rear seat ★★★★★  
★★★★★

Based on the risk of injury in a side impact.

**Rollover** ★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA) [www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

### PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:  
U.S./CANADIAN PARTS CONTENT: 20%

MAJOR SOURCES OF FOREIGN PARTS CONTENT:

MEXICO: 69%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:

FINAL ASSEMBLY POINT:  
TOLUCA, MEXICO

COUNTRY OF ORIGIN:

ENGINE: UNITED STATES

TRANSMISSION: UNITED STATES



**VEHICLE PROTECTION**  
A PRODUCT OF FCA US LLC

Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.



# Jeep COMPASS SPORT 4X4

2021 MODEL YEAR

For more information visit: [www.jeep.com](http://www.jeep.com)  
or call 1-877-IAM-JEEP

FCA US LLC

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: **\$25,415**

**Jeep COMPASS SPORT 4X4**  
Exterior Color: Velvet Red Pearl-Coat Exterior Paint  
Interior Color: Black Interior Color  
Interior: Cloth Low-Back Bucket Seats  
Engine: 2.4L 14 Zero Emissions MultiAir® Engine w/ Start / Stop  
Transmission: 9-Speed 948TE FWD/AWD Auto Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES

Jeep Wave Membership (Retail Sales/50 States Only)  
Advanced Multistage Front Air Bags  
Driver Inflatable Knee-Bolster Air Bag  
Supplemental Side-Curtain Front and Rear Air Bags  
Supplemental Front Seat-Mounted Side Air Bags  
Remote Keyless-Entry  
Push-Button Start  
Speed Control

Speed-Sensitive Power-Locks  
ParkView® Rear Back-Up Camera  
Rear Window Defroster

Variable Intermittent Windshield Wipers  
Selec-Terrain® System  
Electronic Stability Control

Electronic Roll Mitigation  
Anti-Lock 4-Wheel Disc Brakes  
Tire-Pressure Monitoring Display

INTERIOR FEATURES

Uconnect® 4 with 7-Inch Display  
Apple CarPlay®  
Google Android Auto™  
Integrated Voice Command with Bluetooth®

Bluetooth® Streaming Audio  
Steering-Wheel-Mounted Audio Controls  
Power Front Windows with 1-Touch Up & Down  
Tilt / Telescope Steering-Column  
Rear 60/40 Folding Seat  
Front Height-Adjustable Shoulder Belts  
Sliding Sun Visors With Mirrors  
6 Speakers

Manual 6-way Driver and Passenger Seats  
Rear-View Day / Night Mirror  
A/C with Dual-Zone Auto Temperature Control  
USB Host Flip

Media Hub with USB and Auxiliary Port  
Second Row USB  
Auxiliary 12-Volt Rear Power Outlet

EXTERIOR FEATURES

16-Inch X 6.5-Inch Styled Black Steel Wheels

Power-Adjusting Mirrors  
Exterior Mirrors with Heating Element  
Daytime Running Lamp System  
Halogen Quad Headlamps  
Headlamps with Turn-Off Time Delay  
Black Day Light Opening Moldings  
Incandescent Taillamps

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Velvet Red Pearl-Coat Exterior Paint **\$245**

Customer Preferred Package ZGA **\$995**

Cold Weather Group  
Heated Steering Wheel  
Reversible Carpet / Vinyl Cargo-Mat  
All-Season Floor Mats  
Heated Front Seats  
Windshield Wiper De-Icer  
Leather-Wrapped Steering Wheel  
Remote-Start System

Destination Charge **\$1,495**

TOTAL PRICE: \* **\$28,150**

WARRANTY COVERAGE

5-year or 60,000-mile Powertrain Limited Warranty.

3-year or 36,000-mile Basic Limited Warranty.

Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

**5 YEAR / 60,000 MILE  
POWERTRAIN WARRANTY**

24,650.  
124 New tax  
105 CAT tax

24,879.00

Assembly Plant/Port of Entry: TOLUCA, MEXICO SL SHIP TO: SLOTO:  
vln: 3C4-NJDABOMT-554626 14-NON: 7013 1118



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

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EPA DOT

## Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy

These estimates reflect new EPA methods beginning with 2017 models.  
**25** MPG combined city/hwy  
22 city 30 highway  
4.0 gallons per 100 miles

Small SUV 4WD range from 16 to 120 MPGe. The best vehicle rates 141 MPGe.

You spend

**\$500**  
in fuel costs over 5 years compared to the average new vehicle.

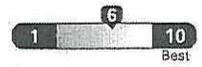
Annual fuel cost

**\$1,600**

Fuel Economy & Greenhouse Gas Rating (tailpipe only)



Smog Rating (tailpipe only)



This vehicle emits 356 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at [fuelconomy.gov](http://fuelconomy.gov).

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and cost \$7,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.70 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

**fuelconomy.gov**

Calculate personalized estimates and compare vehicles



## GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash

Driver Passenger

★★★★★  
★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash

Front seat Rear seat

★★★★★  
★★★★★

Based on the risk of injury in a side impact.

Rollover

★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA) [www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

## PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:  
U.S./CANADIAN PARTS CONTENT: 20%

MAJOR SOURCES OF FOREIGN PARTS CONTENT:

MEXICO : 69%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:

FINAL ASSEMBLY POINT:  
TOLUCA, MEXICO

COUNTRY OF ORIGIN:

ENGINE: UNITED STATES

TRANSMISSION: UNITED STATES



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2021 MODEL YEAR

# Jeep COMPASS SPORT 4X4

For more information visit: [www.jeep.com](http://www.jeep.com)  
or call 1-877-IAM-JEEP

FCA US LLC

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MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: **\$25,415**

**JEEP COMPASS SPORT 4X4**

Exterior Color: Jazz Blue Pearl Coat Exterior Paint  
Interior Color: Black Interior Color  
Interior: Cloth Low-Back Bucket Seats  
Engine: 2.4L I4 Zero Evap MultiAir® Engine w/ Start / Stop  
Transmission: 9-Spd 948TE FWD/AWD Auto Transmission  
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)  
FUNCTIONAL/SAFETY FEATURES

Jeep Wave Membership (Retail Sales/50 States Only)  
Advanced Multistage Front Air Bags  
Driver Inflatable Knee-Bolster Air Bag  
Supplemental Side-Curtain Front and Rear Air Bags  
Supplemental Front Seat-Mounted Side Air Bags  
Remote Keyless-Entry  
Push-Button Start  
Speed Control  
Speed-Sensitive Power-Locks  
ParkView® Rear Back-Up Camera  
Rear Window Defroster  
Variable Intermittent Windshield Wipers  
Selec-Terrain® System  
Electronic Stability Control  
Electronic Roll Mitigation  
Anti-Lock 4-Wheel Disc Brakes  
Tire-Pressure Monitoring Display  
INTERIOR FEATURES

Uconnect® 4 with 7-Inch Display  
Apple CarPlay®  
Google Android Auto™  
Integrated Voice Command with Bluetooth®  
Bluetooth® Streaming Audio  
Steering-Wheel-Mounted Audio Controls  
Power Front Windows with 1-Touch Up & Down  
Tilt / Telescope Steering-Column  
Rear 60/40 Folding Seat  
Front Height-Adjustable Shoulder Belts  
Sliding Sun Visors With Mirrors  
6 Speakers  
Manual 6-way Driver and Passenger Seats  
Rear-View Day / Night Mirror  
A/C with /Dual-Zone Auto Temperature Control  
USB Host Flip  
Media Hub with USB and Auxiliary Port  
Second Row USB  
Auxiliary 12-Volt Rear Power Outlet  
EXTERIOR FEATURES

16-Inch X 6.5-Inch Styled Black Steel Wheels

Power-Adjusting Mirrors  
Exterior Mirrors with Heating Element  
Daytime Running Lamp System  
Halogen Quad Headlamps  
Headlamps with Turn-Off Time Delay  
Black Day Light Opening Moldings  
Incandescent Taillamps  
OPTIONAL EQUIPMENT (May Replace Standard Equipment)  
Jazz Blue Pearl Coat Exterior Paint \$245  
Customer Preferred Package ZGA \$1,095  
Sport Appearance Plus  
Deep-Tint Sunscreen Glass  
Bright Day Light Opening Moldings  
Black Side Roof Rails  
16-Inch X 6.5-Inch Silver Painted Aluminum Wheels  
Cold Weather Group \$995  
Heated Steering Wheel  
Reversible Carpet / Vinyl Cargo-Mat  
All-Season Floor Mats  
Heated Front Seats  
Windshield Wiper De-Icer  
Leather-Wrapped Steering Wheel  
Remote-Start System

Destination Charge \$1,495

**TOTAL PRICE: \* \$29,245**

WARRANTY COVERAGE  
5-year or 60,000-mile Powertrain Limited Warranty.  
3-year or 36,000-mile Basic Limited Warranty.  
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

**5 YEAR / 60,000 MILE  
POWERTRAIN WARRANTY**

25,415  
129 Priv. tax  
109 CAT tax  
25,983.00

Assembly Point/Part of Entry: TOLUCA, MEXICO S.L. SHIP TO: SOLO TO:  
vnc 3C4-NJDABXMT-537672 LA-VOIR: 1501 1022



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

\* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

## EPA DOT Fuel Economy and Environment Gasoline Vehicle

**Fuel Economy** These estimates reflect new EPA methods beginning with 2017 models. **You spend \$500 in fuel costs over 5 years compared to the average new vehicle.**

**25** MPG combined city/hwy  
22 city 30 highway  
4.0 gallons per 100 miles

Small SUV 4WD range from 16 to 120 MPGe. The best vehicle rates 141 MPGe.

**Annual fuel Cost \$1,600**

**Fuel Economy & Greenhouse Gas Rating** (tailpipe only) **Smog Rating** (tailpipe only)

1 5 10 Best  
1 6 10 Best

This vehicle emits 358 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at [fuelconomy.gov](http://fuelconomy.gov).

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and cost \$7,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.70 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

**fuelconomy.gov**

Calculate personalized estimates and compare vehicles



### GOVERNMENT 5-STAR SAFETY RATINGS

**Overall Vehicle Score** ★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

**Frontal Crash** ★★★★★  
**Driver Passenger** ★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

**Side Crash** ★★★★★  
**Front seat Rear seat** ★★★★★

Based on the risk of injury in a side impact.

**Rollover** ★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA) [www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

### PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:  
U.S./CANADIAN PARTS CONTENT: 20%  
MAJOR SOURCES OF FOREIGN PARTS CONTENT:  
MEXICO : 69%  
NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.  
FOR THIS VEHICLE:  
FINAL ASSEMBLY POINT:  
TOLUCA, MEXICO  
COUNTRY OF ORIGIN:  
ENGINE: UNITED STATES  
TRANSMISSION: UNITED STATES

**VEHICLE PROTECTION**  
A PRODUCT OF FCA US LLC  
MOPAR. Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.



2021 MODEL YEAR

# Jeep COMPASS SPORT 4X4

For more information visit: [www.jeep.com](http://www.jeep.com)  
or call 1-877-IAM-JEEP

FCA US LLC

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: **\$25,415**

**JEOP COMPASS SPORT 4X4**

Exterior Color: Olive Green Pearl-Coat Exterior Paint

Interior Color: Black Interior Color

Interior: Cloth Low-Back Bucket Seats

Engine: 2.4L I4 Zero Evap MultiAir® Engine w/ Start / Stop

Transmission: 9-Spd 948TE FWD/AWD Auto Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

**FUNCTIONAL/SAFETY FEATURES**

- Jeep Wave Membership (Retail Sales/50 States Only)
- Advanced Multistage Front Air Bags
- Driver Inflatable Knee-Bolster Air Bag
- Supplemental Side-Curtain Front and Rear Air Bags
- Supplemental Front Seat-Mounted Side Air Bags
- Remote Keyless-Entry
- Push-Button Start
- Speed Control
- Speed-Sensitive Power-Locks
- ParkView® Rear Back-Up Camera
- Rear Window Defroster
- Variable Intermittent Windshield Wipers
- Selec-Terrain® System
- Electronic Stability Control
- Electronic Roll Mitigation
- Anti-Lock 4-Wheel Disc Brakes
- Tire-Pressure Monitoring Display

**INTERIOR FEATURES**

- Uconnect® 4 with 7-Inch Display
- Apple CarPlay®
- Google Android Auto™
- Integrated Voice Command with Bluetooth®
- Bluetooth® Streaming Audio
- Steering-Wheel-Mounted Audio Controls
- Power Front Windows with 1-Touch Up & Down
- Tilt / Telescope Steering-Column
- Rear 60/40 Folding Seat
- Front Height-Adjustable Shoulder Belts
- Sliding Sun Visors With Mirrors
- 6 Speakers
- Manual 6-way Driver and Passenger Seats
- Rear-View Day / Night Mirror
- A/C with /Dual-Zone Auto Temperature Control
- USB Host Flip
- Media Hub with USB and Auxiliary Port
- Second Row USB
- Auxiliary 12-Volt Rear Power Outlet

**EXTERIOR FEATURES**

- 16-Inch X 6.5-Inch Styled Black Steel Wheels

- Power-Adjusting Mirrors
- Exterior Mirrors with Heating Element
- Daytime Running Lamp System
- Halogen Quad Headlamps
- Headlamps with Turn-Off Time Delay
- Black Day Light Opening Moldings
- Incandescent Taillamps

**OPTIONAL EQUIPMENT (May Replace Standard Equipment)**

- Olive Green Pearl-Coat Exterior Paint \$245
- Customer Preferred Package ZGA \$1,095
- Sport Appearance Plus
- Jeep-Tint Sunscreen Glass
- Bright Day Light Opening Moldings
- Black Side Roof Rails
- 16-Inch X 6.5-Inch Silver Painted Aluminum Wheels \$995
- Cold Weather Group \$995
- Heated Steering Wheel
- Reversible Carpet / Vinyl Cargo-Mat
- All-Season Floor Mats
- Heated Front Seats
- Windshield Wiper De-Icer
- Leather-Wrapped Steering Wheel
- Remote-Start System

Destination Charge \$1,495

**TOTAL PRICE: \* \$29,245**

**WARRANTY COVERAGE**

- 5-year or 60,000-mile Powertrain Limited Warranty.
- 3-year or 36,000-mile Basic Limited Warranty.
- Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

**5 YEAR / 60,000 MILE  
POWERTRAIN WARRANTY**

25,415.  
129 Prio tax  
109 CAT tax  
25,983.00

Assembly Point/Part of Entry: TOLUCA, MEXICO S.L. SHIP TO: SOLD TO:  
VIN: 3C4-NJDAB8MT-537671 LA-VIN: 1500 1021



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

\* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

**EPA DOT Fuel Economy and Environment** Gasoline Vehicle

**Fuel Economy** These estimates reflect new EPA methods beginning with 2017 models. **You spend \$500 in fuel costs over 5 years** compared to the average new vehicle.

**25 MPG** combined city/hwy  
22 city 30 highway  
4.0 gallons per 100 miles

Small SUV 4WD range from 16 to 120 MPGe. The best vehicle rates 141 MPGe.

**Annual fuel cost \$1,600**

**Fuel Economy & Greenhouse Gas Rating** (tailpipe only) **Smog Rating** (tailpipe only)

1 5 10 Best  
1 6 10 Best

This vehicle emits 358 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at [fuelconomy.gov](http://fuelconomy.gov).

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and cost \$7,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.70 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

**fuelconomy.gov**  
Calculate personalized estimates and compare vehicles

Smartphone QR Code

**GOVERNMENT 5-STAR SAFETY RATINGS**

**Overall Vehicle Score** ★★★★★  
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

<b>Frontal Crash</b>	<b>Driver Passenger</b>	★★★★★	★★★★★
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Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

<b>Side Crash</b>	<b>Front seat Rear seat</b>	★★★★★	★★★★★
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Based on the risk of injury in a side impact.

<b>Rollover</b>	★★★
-----------------	-----

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA) [www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

**PARTS CONTENT INFORMATION**

**FOR VEHICLES IN THIS CARLINE:**  
U.S./CANADIAN PARTS CONTENT: 20%  
**MAJOR SOURCES OF FOREIGN PARTS CONTENT:**  
MEXICO : 69%  
NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.  
**FOR THIS VEHICLE:**  
FINAL ASSEMBLY POINT:  
TOLUCA, MEXICO  
COUNTRY OF ORIGIN:  
ENGINE: UNITED STATES  
TRANSMISSION: UNITED STATES

**VEHICLE PROTECTION**  
A PRODUCT OF FCA US LLC  
MOPAR  
Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.



[Quoted text hidden]

Eric Mullins <eric@u[REDACTED]>  
To: Mike Middleton <mikem@co.wasco.or.us>

Thu, Feb 4, 2021 at 2:36 PM

Mr. Middleton,

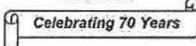
Please find the attached quote. Thank you for the opportunity. As always, please let me know if I've forgotten something and let me know of any questions.

Thanks again,

-Eric Mullins

**Eric Mullins**  
Retail, Commercial, and  
Government Fleet Sales  
Cell: (541) 980-4779  
E-mail: eric@churnessmotors.net

**C.H. Urness Motor Co.**  
est. 1946



505 Cherry Hts Road  
The Dalles, OR 97058  
Phone: (541) 296-2284  
Fax: (541) 296-6326



[Quoted text hidden]

**Wasco County Bid 2.4.21.pdf**  
3976K



# Purchase Agreement

Your Service Department at Columbia Toyota  
 Columbia Gorge Toyota  
 1900 West 6th Street  
 The Dalles, OR 97058

Buyer	Co-Buyer	Vehicle
Wasco County E: (541) 806-4387		2021 Toyota RAV4 LE VIN: Stock #: Mileage: Color:

Purchase Details	
Sales Price:	\$112,000.00
Accessories:	\$0.00
Government Fees:	\$412.00
Proc/Doc Fees:	\$600.00
Total Taxes:	\$1,178.40
<b>Total Sales Price:</b>	<b>\$114,190.40</b>
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$4,000.00
Cash Down:	\$0.00
<b>Cash Price:</b>	<b>\$110,190.40</b>

X

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

X

\_\_\_\_\_  
Manager Signature

\_\_\_\_\_  
Date

Disclaimer:

This offer is not binding until signed by an authorized person.

Printed 2/2/21 10:48 AM



## MOTION

**SUBJECT: Vehicle Award**

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I move to accept the bid from Tonkin of the Gorge for four 2021 Subaru Crosstrek Premium for a total of \$101,048.96.



## DISCUSSION ITEM

FOREST PATROL AGREEMENT

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[ORIGINAL AGREEMENT](#)

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[MODIFICATION #4](#)

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[MOTION LANGUAGE](#)

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FILED  
WASCO COUNTY

2018 APR 18 P 4: 02

LISA GAMBEE  
COUNTY CLERK

FS Agreement No. 18-LE-11060600-005

Cooperator Agreement No. \_\_\_\_\_

**COOPERATIVE LAW ENFORCEMENT AGREEMENT**

**Between**

**COUNTY OF WASCO**

**WASCO COUNTY SHERIFF'S DEPARTMENT**

**And The**

**USDA, FOREST SERVICE**

**Mt. Hood National Forest and Columbia River Gorge National Scenic Area**

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ("Agreement") is entered into by and between County of Wasco, Wasco County Sherrif's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Mt. Hood National Forest and Columbia River Gorge National Scenic Area, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Cooperative Law Enforcement Agreement

**I. PURPOSE:**

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

**II. THE COOPERATOR SHALL:**

- A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.



- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.
- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional



information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).

**III. THE U.S. FOREST SERVICE SHALL:**

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse the Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

**Submit original invoice(s) for payment to:**

USDA, Forest Service  
 Albuquerque Service Center  
 Payments – Grants & Agreements  
 101B Sun Avenue NE  
 Albuquerque, NM 87109  
 FAX: 877-687-4894  
 E-Mail: [asc\\_ga@fs.fed.us](mailto:asc_ga@fs.fed.us)

**Send copy to:**

Andy Coriell  
 U.S. Forest Service  
 Northern Oregon Zone  
 16400 Champion Way  
 Sandy, OR 97055  
 Phone: 503-668-1789  
 E-Mail: [acoriell@fs.fed.us](mailto:acoriell@fs.fed.us)

**IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:**

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Chris McNeel 511 Washington St. Suite 102 The Dalles, OR 97058 Telephone: 541-506-2580 FAX: 541-506-2581 Email: <a href="mailto:chrism@co.wasco.or.us">chrism@co.wasco.or.us</a>	Brenda Borders 511 Washington St. Suite 102 The Dalles, OR 97058 Telephone: 541-506-2580 FAX: 541-506-2581 Email: <a href="mailto:brendab@co.wasco.or.us">brendab@co.wasco.or.us</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
<b>Andy Coriell</b> 16400 Champion Way Sandy, OR 97055 Telephone: 503-668-1789 FAX: 503-668-1738 Email: <a href="mailto:acoriell@fs.fed.us">acoriell@fs.fed.us</a>	<b>Rachele Avery</b> 16400 Champion Way Sandy, OR 97055 Telephone: 503-668-1625 FAX: 503-668-1771 Email: <a href="mailto:racheleavery@fs.fed.us">racheleavery@fs.fed.us</a>
	<b>U.S. Forest Service Agreement Contact</b> <b>Jessica Clark</b> 987 McClellan Rd (physical) 501 E 5 <sup>th</sup> St. Bldg 404 (mail) Vancouver, WA 98661 Telephone: 360-891-5168 FAX: 360-891-5081 Email: <a href="mailto:jessicaclark@fs.fed.us">jessicaclark@fs.fed.us</a>

- C. An Annual Operating Plan will be negotiated on a calendar year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.
- D. This agreement has no effect upon the Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:
1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
  2. Specific beginning and ending dates.
  3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
  4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
  5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.



6. **Billing frequency requirement(s). *See related Provisions II-H and III-B.***
  7. **Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.**
  8. **A review and signature of a U.S. Forest Service Agreements Coordinator.**
- F. **Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.**
- G. **The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.**
- H. **Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.**
- I. **The Cooperator's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.**
- J. **During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.**
- K. **Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.**

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.



When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; the Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. The Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.

- L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement the Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.
- M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of the Cooperator's purchase of equipment or supplies.
- N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the Cooperator in excess of the amount to which the Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
  - 1. Making an administrative offset against other requests for reimbursements.
  - 2. Withholding advance payments otherwise due to the Cooperator.
  - 3. Taking other action permitted by statute.

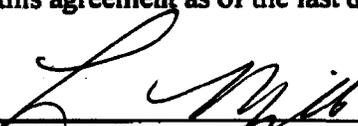
Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.



- P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- R. **PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS:** All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
  - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
  - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
  - (d) If the Government determines that the recipient is not in compliance with this award provision, it:
    - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
    - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.



- S. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The U.S. Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the cost of the contract. If the Cooperator is/are approved to issue a contract, it shall be awarded on a competitive basis.
- T. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- U. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- V. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- W. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through December 31, 2022.
- X. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

  
\_\_\_\_\_  
LANE MAGILL, Wasco County Sheriff  
County of Wasco

3/27/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
LYNN BURDITT, Area Manager  
U.S. Forest Service, Columbia River Gorge National  
Scenic Area

4/2/2018  
\_\_\_\_\_  
Date



*Lisa Northrop*  
LISA NORTHROP, Forest Supervisor  
U.S. Forest Service, Mt. Hood National Forest

3/14/2018  
Date

*Steve Kramer*  
STEVE KRAMER, Commissioner  
County of Wasco

3.21.18  
Date

*Michael L. Loudermilk*  
MICHAEL L. LOUDERMILK, Special Agent in Charge  
U.S. Forest Service, Pacific Northwest Region

2/20/2018  
Date

The authority and format of this agreement (18-LE-11060600-005) have been reviewed and approved for signature.

*Melanie Guinan*  
MELANIE GUINAN, Grants Management Specialist  
U.S. Forest Service, Gifford Pinchot National Forest

02/16/2018  
Date

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



<b>MODIFICATION OF GRANT OR AGREEMENT</b>	PAGE	OF PAGES
	1	2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: <b>18-LE-11060600-005</b> <b>Cooperative Law Enforcement Agreement</b>	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: <b>004</b>
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): <b>Mt. Hood National Forest</b> <b>16400 Champion Way</b> <b>Sandy, OR 97055</b>  <b>Columbia River Gorge National Scenic Area</b> <b>902 Wasco Ave Ste 200</b> <b>Hood River, OR 97031</b>	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): <b>USDA Forest Service, Northern Oregon Zone LEI</b> <b>16400 Champion Way</b> <b>Sandy, OR 97055</b>	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): <b>County of Wasco</b> <b>Wasco County Sheriff's Department</b> <b>511 Washington St. Suite 102</b> <b>The Dalles, OR 97058</b>	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only): <b>N/A</b>	

**8. PURPOSE OF MODIFICATION**

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: This modification adds \$18,260.00 for CY 2021.
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): This modification adds the CY 2021 Annual Operating Plan and Financial Plan.

**Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.**

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

**10. ATTACHED DOCUMENTATION (Check all that apply):**

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: CY 2021 Annual Operating Plan and Financial Plan

**11. SIGNATURES**

**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. Wasco County Sheriff SIGNATURE See attached Annual Operating Plan and Financial Plan for signatures. <small>(Signature of Signatory Official)</small>	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE See attached Annual Operating Plan and Financial Plan for signatures. <small>(Signature of Signatory Official)</small>	11.D. DATE SIGNED
11.E. NAME (type or print):		11.F. NAME (type or print):	
11.G. TITLE (type or print):		11.H. TITLE (type or print):	

**12. G&A REVIEW**



USDA Forest Service

OMB 0596-0217  
FS-1500-19

12.A. The authority and format of this modification have been reviewed and approved for signature by:

JESSICA CLARK

Digitally signed by JESSICA  
CLARK  
Date: 2021.01.28 06:37:08 -08'00'

JESSICA CLARK (18-LE-11060600-005 Mod 4)

U.S. Forest Service Grants & Agreements Specialist

12.B. DATE  
SIGNED



FS Agreement No. 18-LE-11060600-005  
Modification No. 4

Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**

**Between  
COUNTY OF WASCO,  
WASCO COUNTY SHERRIF’S DEPARTMENT**

**And the  
USDA, FOREST SERVICE  
MT. HOOD NATIONAL FOREST  
AND COLUMBIA RIVER GORGE NATIONAL SCENIC AREA**

**2021 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between County of Wasco, Wasco County Sheriff’s Department, hereinafter referred to as “Cooperator,” and the USDA, Forest Service, Mt. Hood National Forest and Columbia River Gorge National Scenic Area, hereinafter referred to as the “U.S. Forest Service,” under the provisions of Cooperative Law Enforcement Agreement #18-LE-11060600-005 executed on the last date of last signature. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning January 1, 2021 and ending December 31, 2021.

Previous Year Carry-over: \$0.00  
Current Calendar Year Obligation: \$18,260.00  
**CY 2021 Total Annual Operating Plan: \$18,260.00**

**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Scott Williams 511 Washington St. Suite 102 The Dalles, OR 97058 Telephone: (541) 506-2580 FAX: (541) 506-2581 Email: <a href="mailto:scottw@co.wasco.or.us">scottw@co.wasco.or.us</a>	Brenda Borders 511 Washington St. Suite 102 The Dalles, OR 97058 Telephone: (541) 506-2580 FAX: (541) 506-2581 Email: <a href="mailto:brendab@co.wasco.or.us">brendab@co.wasco.or.us</a>



**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Ross Gamboa 16400 Champion Way Sandy, OR 97055 Telephone: (503) 668-1789 FAX: (503) 668-1738 Email: <a href="mailto:ross.gamboa@usda.gov">ross.gamboa@usda.gov</a>	Rachele Avery 16400 Champion Way Sandy, OR 97055 Telephone: (503) 668-1625 FAX: (503) 668-1771 Email: <a href="mailto:rachele.avery@usda.gov">rachele.avery@usda.gov</a>

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

- Wages at the prevailing rate of \$60.00/hour plus fringe benefits for the individual officer at the rate of \$90.00/hour.
- Vehicle use rate of \$90.00 per ten hour day

**II. PATROL ACTIVITIES:**

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.
- B. Timely reports and/or information relating to incidents or crimes that have occurred on National Forest System lands should be provided to the U.S. Forest Service as soon as possible.

The primary patrol activities will be during the summer months of May through September; the tour of duty will be ten hours per day on Friday, Saturday and Sunday, and include the national holidays of May 31, 2021, July 4, 2021 and September 6, 2021. Patrol activities may also occur during other months, as funding permits and as agreed to between the Cooperator and U.S. Forest Service. Patrol dates may be varied to address operational needs after mutual agreement between the Cooperator's and the U.S. Forest Service's representatives.

Each tour of duty should begin between 12:00 PM and 4:00 PM and remaining work hours may be varied as agreed to between the Cooperator and U.S. Forest Service.

The assigned Deputies will check in, as practical with the Ranger District Office or U.S. Forest Service Law Enforcement Officer when they begin their tour of duty, in person, by radio or telephone.



During scheduled vacations the cooperator, when possible, provide fill in Deputies for patrol.

The assigned Deputies would be available for other support and assistance as requested by the U.S. Forest Service.

There are patrol related activities, which will impact the Cooperating Deputy's time and will cause them to be away from the patrol route (court, reports, or responding to incidents off National Forest). No adjustment to this plan will be required so long as the activities are held to, not more than 5 percent of the Deputy's scheduled time.

1. Patrol on following U.S. Forest Service roads:

Any and all forest service roads within the Mt. Hood National Forest and the Columbia River Gorge National Scenic Area within Wasco County

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

- |                           |                                |
|---------------------------|--------------------------------|
| Clear Lake Campground     | Rock Creek Campground          |
| Eightmile Campground      | McCubbins Gulch                |
| Frog Lake Picnic Area     | Barlow Crossing Campground     |
| Barlow Creek Campground   | White River Station Campground |
| Bear Springs Campground   | Clear Creek Campground         |
| Forest Creek Campground   | Little Badger Campground       |
| Fifteenmile Campground    | Pebble Ford Campground         |
| Knebal Springs Campground | Lower Crossing Campground      |
| Underhill Site            |                                |

Patrol routes may be varied at the discretion of the assigned Deputy in order to effectively deal with incidents at other locations as they occur.

Search and rescue within the Mt. Hood National Forest and the Columbia River Gorge National Scenic Area, within Wasco County, is the responsibility of the Cooperator. The role of the assigned Deputies to this agreement is to take initial action on search and rescue incidents and to coordinate subsequent (short term) activities.

Total reimbursement for this category shall not exceed the amount of: \$18,260.00

**III. EQUIPMENT:**

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.*

- A. The U.S. Forest Service agrees to reimburse the Cooperator for equipment and supplies in an amount not to exceed \$1,000. All purchases must be approved by the U.S. Forest



Service prior to purchase. Documentation of such purchases shall become part of the Cooperative Agreements' official file.

- B. The U.S. Forest Service may loan the Cooperator equipment as needed, when mutually agreed. While in possession of the Cooperator, maintenance of this equipment shall be the responsibility of the Cooperator and shall be returned in same condition as time of transfer.

**U.S. FOREST SERVICE SHALL:**

1. Grant permission, subject to U.S. Forest Service limitations and regulations, and those included herein, to the Cooperator for law enforcement purposes, for use of the Mt. Hood National Forest radio frequencies. Various channel guard tones are also authorized for use as required.
2. Restrict the use of radio frequency to official business.
3. Retain control of the use of these radio frequencies.
4. Not charge for the use of the radio frequencies.

**COOPERATOR SHALL:**

1. Grant permission, subject to State limitations and regulations, and those included herein, to the U.S. Forest Service for law enforcement purposes, for use of the Cooperator radio frequencies. Various channel guard tones are also authorized for use as required.
2. Restrict use of the radio frequency to official business.
3. Retain control of the use of these radio frequencies.
4. Recognize that fire traffic may have priority use of the frequency and that any transmissions during the time of a fire shall be coordinated with the on-scene Incident Commander and/or Columbia River Interagency Dispatch Center.
5. Ensure any radio transmissions in the 162-174 VHF Band are operating in the narrowband mode.

Total reimbursement for this category will be paid out of the Patrol Activity funds in Section II. Total reimbursement for this category shall not exceed the amount of: \$1,000.00

**IV. SPECIAL ENFORCEMENT SITUATIONS:**

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.



1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
2. Fire Emergency: During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.
3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

#### **V. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. The Cooperator will submit invoices for reimbursement of services provided under Section II of this agreement monthly or quarterly, at the discretion of the Cooperator.

USDA Forest Service  
Albuquerque Service Center  
Payments-Grants and Agreements  
101B Sun Ave NE  
Albuquerque, NM 87109  
FAX: (877) 687-4894



E-Mail: [SM.FS.asc\\_ga@usda.gov](mailto:SM.FS.asc_ga@usda.gov) and [rachele.avery@usda.gov](mailto:rachele.avery@usda.gov)

The Cooperator will prepare an itemized statement for each invoice submitted to the Albuquerque Service Center. The statement will be in sufficient detail to allow the U.S. Forest Service to verify expenditures authorized. The itemized statement for reimbursement will also include the following information:

1. Areas patrolled and miles traveled on NFS lands.
2. Person-hours worked in NFS patrol areas.
3. Copies of completed Daily Activity Reports.
4. Copies of invoice submitted.

The statement should be sent to the following address:

USDA Forest Service, Law Enforcement & Investigations  
 Northern Oregon Zone  
 ATTN: Ross Gamboa, Captain  
 16400 Champion Way  
 Sandy, OR 97055

Or to the following e-mail address  
[rachele.avery@usda.gov](mailto:rachele.avery@usda.gov)

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$18,260.00	N/A
Training	N/A	N/A
Equipment	\$1,000.00 (from Patrol Activities)	N/A
Special Enforcement Situations	N/A	N/A
<b>Total</b>	<b>\$18,260.00</b>	<b>N/A</b>

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. See *Cooperative Law Enforcement Agreement Provision IV-D*.



D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

---

LANE MAGILL, Sheriff  
County of Wasco

Date

---

SCOTT HEGE, Commissioner  
County of Wasco

Date

---

RICHARD PERIMAN, Forest Supervisor  
U.S. Forest Service, Mt. Hood National Forest

Date

---

CHRISTY A. CHEYNE, Area Manager, Acting  
U.S. Forest Service, Columbia River Gorge National Scenic Area

Date

---

**JOHN BYAS** Digitally signed by JOHN BYAS  
Date: 2021.02.05 13:10:35 -08'00'

---

JOHN BYAS  
Special Agent in Charge, Pacific Northwest Region

Date

The authority and format of this modification (18-LE-11060600-005 Mod 4) has been reviewed and approved for signature.

---

**JESSICA CLARK** Digitally signed by JESSICA CLARK  
Date: 2021.01.28 06:37:41 -08'00'

---

JESSICA CLARK  
U.S. Forest Service Grants Management Specialist

Date



## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



#### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



## MOTION

**SUBJECT: Forest Patrol Agreement**

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I move to approve Modification #4 to the US Forest Service Cooperative Law Enforcement Agreement.



## **DISCUSSION ITEM**

### **Community Dispute Resolution Program Joint Resolution**

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[STAFF MEMO](#)

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[JOINT PARTICIPATION RESOLUTION](#)

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[JOINT DESIGNATION OF COORDINATOR RESOLUTION](#)

---

[MOTION LANGUAGE](#)

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## MEMORANDUM

**SUBJECT: Community Dispute Resolution Grant Process**

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TO: BOARD OF COUNTY COMMISSIONERS

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FROM: KATHY CLARK

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DATE: 2.8.2019

This is a biennial grant process for community dispute resolution funding. We have partnered with Gilliam, Sherman, Wheeler, and Hood River Counties for this funding with Wasco County managing the process. The Joint Participation and Coordinator Designation Resolutions start the process which will conclude with the selection of a grantee by the Boards/Courts of the participating counties after which OOCDR will enter into a grant agreement with the selected Grantee. Although the process will include an RFP for service providers, to my knowledge 6 Rivers Mediation is the only qualified provider in our region.

The designation of a coordinator eliminates duplication of efforts for the five counties – Wasco will create the notice for the grant opportunity which will be posted to all five counties' web sites. We will also receive and distribute submitted responses.

BEFORE THE COUNTY COURTS/BOARDS OF COMMISSIONERS  
FOR GILLIAM, HOOD RIVER, SHERMAN, WASCO AND WHEELER  
COUNTIES, OREGON

IN THE MATTER OF PARTICIPATION IN )  
FUNDING ACTIVITIES OF THE OREGON ) JOINT  
OFFICE FOR COMMUNITY DISPUTE ) RESOLUTION  
RESOLUTION )

WHEREAS, the Courts/Boards of Commissioners Gilliam, Hood River, Sherman, Wasco and Wheeler Counties believe that the settlement of disputes by mediation may lead to more long-lasting and mutually satisfactory agreements; and

WHEREAS, mediation may reduce the need for time-consuming and costly litigation; and

WHEREAS, the Oregon Legislature has charged the University of Oregon on behalf of the University of Oregon School of Law (Grantor) with the responsibility to foster the development of community mediation programs by making grant monies available to participating Counties; and

WHEREAS, any County wishing to participate must formally notify Grantor of its intent to participate; now therefore,

IT IS HEREBY RESOLVED THAT, Gilliam, Hood River, Sherman, Wasco and Wheeler Counties hereby notify Grantor of their desire to be a participant in the expenditure of funds for community dispute resolution programs within Gilliam, Hood

River, Sherman, Wasco and Wheeler Counties, and Gilliam, Hood River, Sherman, Wasco and Wheeler Counties agree to engage in a selection process and to select as funding recipients those entities both qualified by the standards and guidelines adopted by Grantor and capable of and willing to provide community dispute resolution services according to the rules adopted by Grantor.

GILLIAM COUNTY COURT

\_\_\_\_\_  
County Judge Elizabeth Farrar

Date: \_\_\_\_\_

HOOD RIVER COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Board Chair Mike Oates

Date: \_\_\_\_\_

SHERMAN COUNTY COURT

\_\_\_\_\_  
County Judge Joe Dabulskis

Date: \_\_\_\_\_

WASCO COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Board Chair Scott C. Hege

Date: \_\_\_\_\_

WHEELER COUNTY COURT

\_\_\_\_\_  
County Judge Lynn Morley

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Kristen Campbell, Wasco County Counsel

Date: \_\_\_\_\_

BEFORE THE COUNTY COURTS/BOARDS OF COMMISSIONERS  
FOR GILLIAM, HOOD RIVER, SHERMAN, WASCO AND WHEELER  
COUNTIES, OREGON

IN THE MATTER OF THE DESIGNATION OF )  
A COMMUNITY DISPUTE RESOLUTION ) JOINT  
COORDINATOR ) RESOLUTION

WHEREAS, The County Courts/Boards of Commissioners have signed a  
Joint Resolution to partner for participation in the Community Dispute Resolution  
Grant selection process; and

WHEREAS: The County Courts/Boards have determined that it would be  
more efficient and cost effective to designate one Community Dispute Resolution  
Coordinator to act on behalf of all participating counties to notice and distribute  
RFA's and notify each County of eligible applicants.

NOW, THEREFORE, IT IS HEREBY RESOLVED: That Wasco County will act as Community Dispute Resolution Coordinator for Gilliam, Hood River, Sherman, Wasco and Wheeler Counties for the 2021-2023 Biennium Community Dispute Resolution Grant process.

GILLIAM COUNTY COURT

\_\_\_\_\_  
County Judge Elizabeth Farrar

Date: \_\_\_\_\_

SHERMAN COUNTY COURT

\_\_\_\_\_  
County Judge Joe Dabulskis

Date: \_\_\_\_\_

WHEELER COUNTY COURT

\_\_\_\_\_  
County Judge Lynn Morley

Date: \_\_\_\_\_

HOOD RIVER COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Board Chair Mike Oates

Date: \_\_\_\_\_

WASCO COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Board Chair Scott C. Hege

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Kristen Campbell, Wasco County Counsel

Date: \_\_\_\_\_



## MOTION

**SUBJECT: Joint Resolution**

---

I move to approve the Joint Resolutions to participate in the Community Dispute Resolution Program and to designate Wasco County as the Community Dispute Resolution Coordinator.



## DISCUSSION ITEM

Mid-Columbia Center for Living Trust Deed

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[COUNSEL MEMO](#)

---

[TRUST DEED](#)

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## MEMORANDUM

**SUBJECT: Mid-Columbia Center for Living Trust Deed**

---

TO: BOARD OF COUNTY COMMISSIONERS

---

FROM: KRISTEN CAMPBELL

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DATE: FEBRUARY 9, 2021

### **BACKGROUND INFORMATION:**

Mid-Columbia Center for Living (MCCFL) has a sale pending of the Tenneson Building located on Lincoln Street. There is a Trust Deed in favor of Wasco County associated with this property.

Community Development Block Grant funds did not cover the entire cost of constructing the new MCCFL building. In 2018 Wasco County agreed to loan Mid-Columbia Center for Living \$2.25 million to cover the shortfall. As security for the loan, MCCFL pledged the Lincoln Street property via a Trust Deed operating as follows: If MCCFL were to stop paying or default, Wasco County could recover the Lincoln Street property to offset the amount still owed Wasco County. Like a traditional mortgage, the Trust Deed has a due-on-sale clause. This means the property cannot be sold without Wasco County's consent as a sale would require Wasco County relinquish its security interest while they are still owed money.

In order for the sale to move forward, Wasco County would need to consent to a sale because that effectively eliminates its security interest in the property. Alternatively, there is an option that MCCFL could offer another asset as replacement security or a higher interest rate on the loan as offset for the risk of unsecured debt. Today, we are seeking direction from the Board of Commissioners as to how to proceed regarding the Trust Deed.



I, Lisa Gambée, County Clerk for Wasco County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.



WHEN RECORDED, RETURN TO:  
 Wasco County, Oregon  
 c/o Tyler Stone, Administrative Officer  
 511 Washington Street, Suite 101  
 The Dalles, Oregon 97058

## TRUST DEED

Grantor: Mid-Columbia Center for Living  
 419 East 7<sup>th</sup> Street #207  
 The Dalles, Oregon 97058

Trustee: AmeriTitle,  
 100 West 2<sup>nd</sup> Street  
 The Dalles, Oregon 97058

Beneficiary: Wasco County, Oregon  
 511 Washington Street, Suite 101  
 The Dalles, OR 97058

This TRUST DEED (this "Trust Deed") is made effective on the date of full execution as indicated below, by **Mid-Columbia Center for Living**, an Oregon intergovernmental agency ("Grantor") to **AMERITITLE** ("Trustee"), for the benefit of **WASCO COUNTY**, a political subdivision of the State of Oregon ("Beneficiary").

### Recitals

A. Beneficiary has offered to make a loan to Grantor in the sum of Two Million Two Hundred Fifty Thousand and 00/100 (\$2,250,000.00) to be used for the construction of a building and related improvements on that certain real property of Grantor described as Lot 2 of Partition Plat No. 2012-0002 recorded March 29, 2012 as Microfilm No. 2012-001034, Records of Wasco County, State of Oregon, subject to easements and encumbrances of record. The loan is evidenced by a Construction Aid Agreement between Beneficiary and Grantor, and a Promissory Note executed by Grantor in favor of Beneficiary. (The Promissory Note as modified, supplemented, extended, renewed, or replaced from time to time is referred to below as the "Note" or "Obligations".) The Note, if not sooner paid, is due and payable in full on the earlier of June 1, 2028, or the first anniversary of Grantor's failure to operate or maintain a community mental health facility on the real property described in this recital pursuant to Paragraph 1 of the Note.

B. As a condition to the making of the loan to Grantor, Beneficiary has required, and Grantor has agreed to execute and deliver, this Trust Deed. This Trust Deed is in addition to both first and second position trust deeds in favor of Beneficiary encumbering the real property of Grantor described in Recital A.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and for the purpose of securing the Obligations, Grantor irrevocably grants, bargains, sells, conveys, assigns, and transfers to Trustee in trust for the benefit and security of Beneficiary, with power of sale and right of entry and possession, all of Grantor's right, title, and interest in and to the real property located in Wasco County, Oregon, and more particularly described in Exhibit A attached to this Trust Deed and incorporated in it (the "Property" or the "Trust Property").

TO HAVE AND TO HOLD the Trust Property to Trustee and its successors and assigns for the benefit of Beneficiary and its successors and assigns, forever.

PROVIDED ALWAYS that if all the Obligations are paid, performed, and satisfied in full, then the lien and estate granted by this Trust Deed will be reconveyed.

This Trust Deed, the Note, and all other agreements or instruments executed by Grantor at any time in connection with them, as they may be amended or supplemented from time to time, are sometimes collectively referred to below as the "Loan Documents."

TO PROTECT THE SECURITY OF THIS TRUST DEED, GRANTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

#### ARTICLE 1

##### PARTICULAR COVENANTS AND WARRANTIES OF GRANTOR

**1.1 Obligations Secured.** This Trust Deed secures the following, collectively referred to as the "Obligations":

- (1) The payment of all indebtedness, including but not limited to principal and interest, and the performance of all covenants and obligations of Grantor, under the Note, whether such payment and performance is now due or becomes due in the future; and
- (2) The payment and performance of all covenants and obligations in this Trust Deed, in the other Loan Documents, and in all other security agreements, notes, agreements, and undertakings now existing or hereafter executed by Grantor with or for the benefit of Beneficiary relating to the Obligations.

**1.2 Payment of Indebtedness and Performance of Covenants.** Grantor will duly and punctually pay and perform all the Obligations.

**1.3 Property.** Grantor warrants that it holds good and merchantable title to the Property, free and clear of all liens, encumbrances, reservations, restrictions, easements, and adverse claims except for those specifically listed in Exhibit B and matters of public record. Grantor covenants that it will forever defend Beneficiary's and Trustee's rights under this Trust Deed against the adverse claims and demands of all persons.

**1.4 Compliance with Laws.** Grantor further represents, warrants, and covenants that:

- (1) The Property, if developed, has been developed, and all improvements, if any, have been constructed and maintained, in full compliance with all applicable laws, statutes, ordinances, regulations, and codes of all federal, state, and local governments (collectively, "Laws"), and all private covenants, conditions, easements, and restrictions affecting the Property (collectively, "Covenants"); and
- (2) Grantor will cause the Property and its operations on the Property to comply at all times hereafter, in all material respects, with all applicable Laws and Covenants.

**1.5 Maintenance and Improvements.** Grantor will not permit all or any part of the improvements to be removed, demolished, or materially altered without Beneficiary's prior written consent, except for those improvements that become obsolete in the usual conduct of business on the Property and as long as the removal or material alteration of the obsolete Improvements does not materially detract from the operation of Grantor's business and as long as all obsolete improvements that are demolished or removed are promptly replaced with improvements of like value and quality.

**1.6 Liens.** Grantor will pay when due all claims for labor, materials, or supplies that if unpaid might become a lien on all or any portion of the Trust Property. Grantor will not create or permit to be created, any mortgage, deed of trust, lien, security interest, charge, or encumbrance on the Trust Property prior to, on a parity with, or subordinate to the lien of this Trust Deed.

**1.7 Impositions.**

(1) Grantor will pay or cause to be paid, when due and before any fine, penalty, interest, or cost attaches, all taxes, assessments, fees, levies, and other governmental and nongovernmental charges of every nature now or hereafter assessed or levied against any part of the Trust Property (including without limitation levies or charges resulting from Covenants), or on the lien or estate of Beneficiary or Trustee (collectively, the "Impositions"). But if by law any Imposition may be paid in installments, whether or not interest will accrue on the unpaid balance, Grantor may pay the same in installments, together with accrued interest on the unpaid balance, as they become due, before any fine, penalty, interest, or cost attaches.

(2) Grantor may, at its expense and after prior notice to Beneficiary, contest by appropriate legal, administrative, or other proceedings conducted in good faith and with due diligence the amount, validity, or application, in whole or in part, of any Imposition or lien on the Trust Property or any claim of any laborer, materialman, supplier, or vendor or lienholder, and may withhold payment pending completion of the proceedings if permitted by law, provided

that (a) the proceedings will suspend enforcement against the Trust Property; (b) no part of or interest in the Trust Property will be sold, forfeited, or lost if Grantor pays the amount or satisfies the condition being contested, and Grantor would have the opportunity to do so if Grantor failed to prevail in the contest; (c) neither Beneficiary nor Trustee will, by virtue of the permitted contest, be exposed to any risk of liability for which Grantor has not furnished additional security as provided in clause (d) below; and (d) Grantor furnishes to Beneficiary cash, corporate surety bond, or other additional security in respect of the claim being contested or the loss or damage that may result from Grantor's failure to prevail in the contest in an amount sufficient to discharge the Imposition and all interest, costs, attorney fees, and other charges that may accrue in connection with the Imposition. Grantor will promptly satisfy any final judgment.

(3) Grantor will furnish to Beneficiary, promptly on request, satisfactory evidence of the payment of all Impositions. Beneficiary is hereby authorized to request and receive from the responsible governmental and nongovernmental personnel written statements with respect to the accrual and payment of all Impositions.

#### **1.8 Insurance.**

(1) *Property and Other Insurance.* Grantor will obtain and maintain in full force and effect during the term of this Trust Deed: commercial general liability insurance, with limits, coverages, and risks insured acceptable to Beneficiary, and in no event less than \$500,000 combined single-limit coverage.

(2) *Insurance Companies and Policies.* All insurance must (a) be written by a company or companies reasonably acceptable to Beneficiary with a rating of A-, VIII, or better as provided in *Best's Key Rating Guide—Property/Casualty*; (b) contain a long-form mortgagee clause in favor of Beneficiary with loss proceeds under any policy payable to Beneficiary, subject to the terms of this Trust Deed; (c) require 30 days' prior written notice to Beneficiary of cancellation or reduction in coverage; (d) contain waivers of subrogation and endorsements that no act or negligence of Grantor or any occupant, and no occupancy or use of the Property for purposes more hazardous than permitted by the terms of the policy, will affect the validity or enforceability of the insurance as against Beneficiary; (e) be in full force and effect on the date of this Trust Deed; and (f) be accompanied by proof of premiums paid for the current policy period. Beneficiary must be named as an additional insured on all liability policies. Grantor will forward to Beneficiary, on request, certificates executed by the insurer or its agent evidencing the coverages required under this Trust Deed and copies of all policies. If a blanket policy is issued, a certified copy of the policy must be furnished together with a certificate indicating that the Trust Property and Beneficiary are insured under that policy in the proper designated amount.

(3) *Assignments of Policies on Foreclosure.* In the event of foreclosure of the lien of this Trust Deed or other transfer of title, or assignment of the Trust Property in whole or in part, all right, title, and interest of Grantor in and to all policies of insurance procured under section 1.8 will inure to the benefit of and pass to the successors in interest of Grantor or the purchaser or grantee of all or any part of the Trust Property.

(4) *Notice and Proof of Loss.* After the occurrence of any casualty to the Property, whether or not required to be insured against as provided in this Trust Deed, Grantor will give prompt written notice of the casualty to Beneficiary, specifically describing the nature and cause of the casualty and the extent of the damage to or destruction of the Trust Property. Beneficiary may make proof of loss if it is not made promptly and to Beneficiary's satisfaction by Grantor.

(5) *Restoration and Use of Proceeds.* Grantor assigns to Beneficiary all insurance proceeds that Grantor may be entitled to receive with respect to any casualty. Beneficiary may, at its sole option, apply the insurance proceeds to the reduction of the Obligations in any order that Beneficiary may determine, whether or not the Obligations are then due, or allow all or any portion of the insurance proceeds to be applied by Grantor to the cost of restoring and rebuilding the portion of the Trust Property that was damaged or destroyed. If Beneficiary elects to apply the insurance proceeds to rebuilding and restoration, Beneficiary will be entitled to hold the proceeds, and the proceeds will be released only on the terms and conditions that Beneficiary may require in its sole discretion, including but not limited to prior approval of plans and release or waiver of construction liens. No proceeds will be released if Grantor is in default under this Trust Deed.

#### **1.9 Actions to Protect Trust Property; Reserves.**

(1) If Grantor fails to obtain the insurance required by section 1.8, fails to make the payments required by section 1.7 (other than payments that Grantor is contesting in accordance with section 1.7(2)), or fails to perform or observe any of its other covenants or agreements under this Trust Deed, Beneficiary may, without obligation to do so, obtain or pay them or take other action that it deems appropriate to remedy the failure. All sums, including reasonable attorney fees, so expended or expended to maintain the lien or estate of this Trust Deed or its

priority, or to protect or enforce any of Beneficiary's rights, or to recover any indebtedness secured by this Trust Deed, will be a lien on the Trust Property, will be secured by this Trust Deed, and will be paid by Grantor on demand, together with interest at the rate provided in the Note. No payment or other action by Beneficiary under this section will impair any other right or remedy available to Beneficiary or constitute a waiver of any default. The following notice is provided in accordance with ORS 746.201(1):

**WARNING:**

Unless Grantor provides Beneficiary with evidence of the insurance coverage as required by the Note, Beneficiary may purchase insurance at Grantor's expense to protect Beneficiary's interest. This insurance may, but need not, also protect Grantor's interest. If the Trust Property becomes damaged, the coverage that Beneficiary purchases may not pay any claim Grantor makes or any claim made against Grantor. Grantor may later cancel this coverage by providing evidence that Grantor has obtained property coverage elsewhere.

Grantor is responsible for the cost of any insurance purchased by Beneficiary. The cost of this insurance may be added to Grantor's loan balance. If the cost is added to Grantor's loan balance, the interest rate on the underlying loan will apply to this added amount. The effective date of coverage may be the date on which Grantor's prior coverage lapsed or the date on which Grantor failed to provide proof of coverage.

The coverage that Beneficiary purchases may be considerably more expensive than insurance that Grantor can obtain on its own and may not satisfy any need for property-damage coverage or any mandatory liability insurance requirements imposed by applicable law.

(2) If Grantor fails to promptly perform any of its Obligations under section 1.7 or 1.8 of this Trust Deed, Beneficiary may require Grantor thereafter to pay and maintain with Beneficiary reserves for payment of the Obligations. In that event, Grantor will pay to Beneficiary each month a sum estimated by Beneficiary to be sufficient to produce, at least 20 days before due, an amount equal to the Impositions and/or insurance premiums. If the sums so paid are insufficient to satisfy any Imposition or insurance premium when due, Grantor will pay any deficiency to Beneficiary on demand. The reserves may be commingled with Beneficiary's other funds, and Beneficiary will not be required to pay interest to Grantor on those reserves. Beneficiary will not hold the reserve in trust for Grantor, and Beneficiary will not be the agent of Grantor for payment of the taxes and assessments required to be paid by Grantor.

**1.10 Condemnation.**

(1) If any part of or interest in the Trust Property is taken or damaged by reason of any public-improvement, eminent-domain, or condemnation proceeding, or in any similar manner (a "Condemnation"), or if Grantor receives any notice or other information regarding such an action, Grantor will give immediate notice of the action to Beneficiary.

(2) Beneficiary will be entitled to all compensation, awards, and other payments or relief ("Condemnation Proceeds") up to the full amount of the Obligations, and will be entitled, at its option, to commence, appear in, and prosecute any Condemnation proceeding in its own or Grantor's name and make any compromise or settlement in connection with the Condemnation. If the Trust Property is taken in its entirety by Condemnation, all Obligations secured by this Trust Deed, at Beneficiary's election, will become immediately due and collectible.

(3) Beneficiary may, at its sole option, apply the Condemnation Proceeds to the reduction of the Obligations in any order that Beneficiary may determine, or allow all or any portion of the Condemnation Proceeds to be applied by Grantor to the cost of restoring the remaining Trust Property. If Beneficiary elects to apply the Condemnation Proceeds to restoration, the proceeds will be held by Beneficiary and will be released only on any terms and conditions that Beneficiary may require in its sole discretion, including but not limited to prior approval of plans and release or waiver of liens. No Condemnation Proceeds will be released if Grantor is in default under this Trust Deed. Any Condemnation Proceeds remaining after restoration of the Improvements will be applied to reduce the Obligations in the order that Beneficiary determines.

**ARTICLE 2**

**EVENTS OF DEFAULT AND REMEDIES**

**2.1 Events of Default.** Each of the following events constitutes an event of default under this Trust Deed:

(1) *Nonpayment.* Grantor's failure to pay any of the Obligations on or before the due date or to comply with any other terms and conditions of this Trust Deed; and

(2) *Transfer; Due-on-Sale; Due-on-Encumbrance.* Any sale, gift, conveyance, contract for conveyance, transfer, assignment, mortgage, encumbrance, pledge, or grant of a security interest in all or any part of the Trust Property, or any interest in it, voluntarily,

involuntarily, or by the operation of law (a "Transfer"), without Beneficiary's prior written consent. The occurrence at any time of any sale, conveyance, assignment, or other transfer of, or the grant of a pledge of or security interest in, any equity or other beneficial interest in Grantor, including without limitation any shares of capital stock, limited liability membership interest, or partnership interest in Grantor, is a Transfer under this subsection (2). The provisions of this subsection (2) apply to each and every Transfer, regardless of whether or not Beneficiary has consented to or waived its rights in connection with any previous Transfer. Beneficiary may attach any conditions to its consent under this subsection (2) that Beneficiary may determine in its sole discretion, including without limitation an increase in the interest rate on the Note or the payment of transfer or assumption fees, and the payment of administrative and legal fees and costs incurred by Beneficiary.

**2.2 Remedies in Case of Default.** If an event of default occurs, Beneficiary or Trustee may exercise any one or more of the following rights and remedies, in addition to any other remedies that may be available by law, in equity, or otherwise:

(1) *Acceleration.* Beneficiary may declare all or any portion of the Obligations immediately due and payable.

(2) *Receiver.* Beneficiary may have a receiver appointed for the Trust Property. Beneficiary is entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Trust Property exceeds the amount of the indebtedness secured by this Trust Deed. Employment by Trustee or Beneficiary does not disqualify a person from serving as a receiver. Grantor consents to the appointment of a receiver at Beneficiary's option and waives any and all defenses to such an appointment.

(3) *Possession.* Beneficiary may, either through a receiver or as lender-in-possession, enter and take possession of all or any part of the Trust Property and use, operate, manage, and control the Trust Property as Beneficiary deems appropriate in its sole discretion. Upon request after an event of default, Grantor will peacefully relinquish possession and control of the Trust Property to Beneficiary or any receiver appointed under this Trust Deed.

(4) *Rents.* Beneficiary may revoke Grantor's license to collect the Rents, and may, either itself or through a receiver, collect the Rents. Beneficiary will not be deemed to be in possession of the Property solely by reason of its exercise of the rights contained in this subsection (4). If Beneficiary collects the Rents under this subsection, Grantor hereby irrevocably appoints Beneficiary as Grantor's attorney-in-fact, with power of substitution, to endorse instruments received in payment of the Rents in the name of Grantor and to negotiate those instruments and collect their proceeds. After payment of all Obligations, any remaining amounts will be paid to Grantor and this power will terminate.

(5) *Power of Sale.* Beneficiary may direct Trustee, and Trustee will be empowered, to foreclose this Trust Deed by advertisement and sale under the Oregon Trust Deed Act.

(6) *Foreclosure.* Beneficiary may judicially foreclose this Trust Deed and obtain a judgment foreclosing Grantor's interest in all or any part of the Property and awarding Beneficiary a judgment lien in the amount of any deficiency remaining under the Obligations after sale of the Trust Property by the county sheriff and application of the sale proceeds to the expenses of sale and the Obligations.

(7) *Fixtures and Personal Property.* With respect to any Improvements and other personal property subject to a security interest in favor of Beneficiary, Beneficiary may exercise any and all of the rights and remedies of a secured party under Oregon's version of the Uniform Commercial Code.

(8) *Abandonment.* Beneficiary may abandon all or any portion of the Trust Property by written notice to Grantor.

**2.3 Sale.** In any sale under this Trust Deed or in accordance with any judgment, the Trust Property, to the extent permitted by law, may be sold as an entirety or in one or more parcels and in any order that Beneficiary may choose, without regard to the right of Grantor, any person claiming under Grantor, or any guarantor or surety to the marshaling of assets. Trustee will convey the Trust Property to the purchaser at such a sale, and the purchaser will take title to the Trust Property or the part of it so sold, free and clear of Grantor's estate, the purchaser being hereby discharged from all liability to see to the application of the purchase money. The recitals in the deed from Trustee will be conclusive in favor of a purchaser for value in good faith relying on them. Any person, including Beneficiary and its officers, agents, and employees, may purchase at such a sale, other than the Trustee.

**2.4 Cumulative Remedies.** All remedies under this Trust Deed are cumulative and not exclusive. Any election to pursue one remedy does not preclude the exercise of any other remedy. An election by Beneficiary to cure under section 1.9 does not constitute a waiver of the default or of any of the remedies provided in this Trust Deed. No delay or omission in exercising

any right or remedy impairs the full exercise of that or any other right or remedy or constitute a waiver of the default.

**2.5 Application of Proceeds.** All proceeds realized from the exercise of the rights and remedies under section 2.2 will be applied as follows:

(1) *Costs and Expenses.* To pay all costs of exercising the rights and remedies, including the costs of maintaining and preserving the Trust Property, the costs and expenses of any receiver or lender-in-possession, the costs of any sale, and the costs and expenses provided for in section 3.7 below.

(2) *Indebtedness.* To pay all Obligations, in any order that Beneficiary may determine in its sole discretion.

(3) *Surplus.* The surplus, if any, remaining after satisfaction of all the Obligations to pay the clerk of the court in the case of a judicial foreclosure proceeding, and otherwise to pay the person or persons legally entitled to the surplus.

**2.6 Deficiency.** No sale or other disposition of all or any part of the Trust Property under section 2.2(6) may be deemed to relieve Grantor of any of the Obligations, except to the extent that the proceeds are applied to the payment of the Obligations. If the proceeds of a sale, a collection, or other realization of or on the Trust Property are insufficient to cover the costs and expenses of the realization and the payment in full of the Obligations, Grantor will remain liable for any deficiency to the fullest extent permitted by law.

### ARTICLE 3 GENERAL PROVISIONS

**3.1 Time Is of the Essence.** Time is of the essence with respect to all covenants and obligations of Grantor under this Trust Deed.

**3.2 Reconveyance by Trustee.** At any time on the request of Beneficiary, payment of Trustee's fees, if any, and presentation of this Trust Deed, without affecting liability of any persons for the payment of the Obligations, Trustee may reconvey, without warranty, all or any part of the Trust Property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals of any facts will be conclusive proof of their truthfulness.

**3.3 Notice.** Except as otherwise provided in this Trust Deed, all notices pertaining to this Trust Deed must be in writing and may be delivered by hand, or mailed by first-class, registered, or certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at its address set forth at the outset of this Trust Deed. Any party may change its address for receiving notices from time to time by notice to the other parties. Notices given by mail in accordance with this paragraph will be deemed to have been given on the date of mailing; notices given by hand will be deemed to have been given when actually received.

**3.4 Substitute Trustee.** Beneficiary may at any time substitute one or more trustees to execute the trust hereby created, and the new trustee or trustees will succeed to all the powers and duties of the prior trustee or trustees.

**3.5 Trust Deed Binding on Successors and Assigns.** This Trust Deed is binding on and inures to the benefit of the successors and assigns of Grantor, Trustee, and Beneficiary. If the Trust Property or any portion of it becomes vested in any person other than Grantor, Beneficiary will have the right to deal with the successor regarding this Trust Deed, the Trust Property, and the Obligations in any manner that Beneficiary deems appropriate in its sole discretion, without notice to or approval by Grantor and without impairing Grantor's liability for the Obligations.

**3.6 Indemnity.** Grantor will defend and indemnify Beneficiary and Trustee and their respective directors, officers, employees, agents, and attorneys and hold them harmless from and against any and all claims, demands, damages, liabilities, and expenses, including but not limited to attorney fees and court costs, arising out of or in connection with Trustee's or Beneficiary's interest under this Trust Deed, except that Grantor is not required to defend and indemnify Beneficiary and Trustee and hold them harmless for their own [gross] negligence, willful misconduct, or acts in violation of applicable law.

**3.7 Expenses and Attorney Fees.** If Beneficiary refers any of the Obligations to an attorney for collection or seeks legal advice after a default, if Beneficiary is the prevailing party in any litigation instituted in connection with any of the Obligations, or if Beneficiary or any other person initiates any judicial or nonjudicial action, suit, or proceeding in connection with any of the Obligations or the Trust Property (including but not limited to proceedings under federal bankruptcy law, eminent domain, or probate proceedings, or in connection with any state or federal tax lien), and Beneficiary employs an attorney to appear in such an action, suit, or proceeding, or to reclaim, sequester, protect, preserve, or enforce Beneficiary's interests, or to seek relief from a judicial or statutory stay, then in such an event Grantor must pay reasonable





## EXHIBIT A

A portion of the Southwesterly 116.00 feet of Lots 1, 2 and 3, Block 5, TREVITT'S ADDITION TO THE CITY OF THE DALLES, in City of The Dalles, County of Wasco and State of Oregon, more particularly described as follows:

Beginning at the Southeast corner of Block 5, TREVITT'S ADDITION; thence North 55° 59' 00" West along the Southwesterly line of said block 89.00 feet; thence North 34° 03' 45" East, a distance of 66.72 feet; thence North 22° 59' 31" East, 50.19 feet; thence South 55° 59' 00" East, parallel with and 116.00 feet North Easterly when measured perpendicular to the Southwesterly line of said block 100.33 feet to the Southeasterly line of said block; thence South 34° 54' 00" West along said Southeasterly line 116.00 feet to the point of beginning.

**EXHIBIT "B"**

1. 3 foot Sidewalk Easement as disclosed by Property Line Adjustment Plat recorded June 23, 1999 as Microfilm No. 99-3315.
2. 10 foot Easement for Ingress and Egress, including the terms and provisions thereof, as disclosed by Property Line Adjustment Plat:  
Recorded : JUNE 23, 1999  
Fee No. : 99-3315 WASCO COUNTY RECORDS

AND

As described in Warranty Deed, including the terms and provisions thereof:

- |          |  |
|----------|--|
| Grantor  | : TENNESON ENGINEERING CORPORATION           |
| Grantee  | : MARK A. LINEBARGER and TRACY J. LINEBARGER |
| Dated    | : NOVEMBER 8, 1999                           |
| Recorded | : MARCH 1, 2000                              |
| Fee No.  | : 2000-0883 WASCO COUNTY RECORDS             |
3. Sewer Line Easement, including the terms and provisions thereof, as disclosed by Warranty Deed:  
Grantor : TENNESON ENGINEERING CORPORATION  
Grantee : MARK A. LINEBARGER and TRACY J. LINEBARGER  
Dated : NOVEMBER 8, 1999  
Recorded : MARCH 1, 2000  
Fee No. : 2000-0883 WASCO COUNTY RECORDS



## **CONSENT AGENDA**

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[MINUTES: 2.3.2021 REGULAR SESSION](#)

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[PLANNING COMMISSION REAPPOINTMENT](#)

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WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
FEBRUARY 3, 2021

This meeting was held on Zoom

<https://wascocounty-org.zoom.us/j/3957734524>

or call in to [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

PRESENT: Scott Hege, Chair  
Kathy Schwartz, Vice-Chair  
Steve Kramer, County Commissioner

STAFF: Kathy Clark, Executive Assistant  
Tyler Stone, Administrative Officer

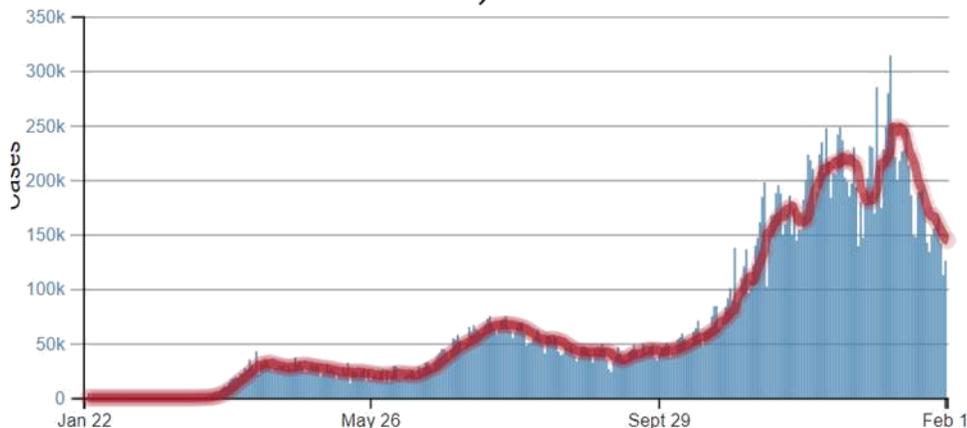
Chair Hege opened the session at 9:00 a.m.

Discussion Item – NCPHD COVID-19 Update

North Central Public Health District Health Officer Dr. Mimi McDonell reviewed the current COVID statistics for the Country, state, region and county.

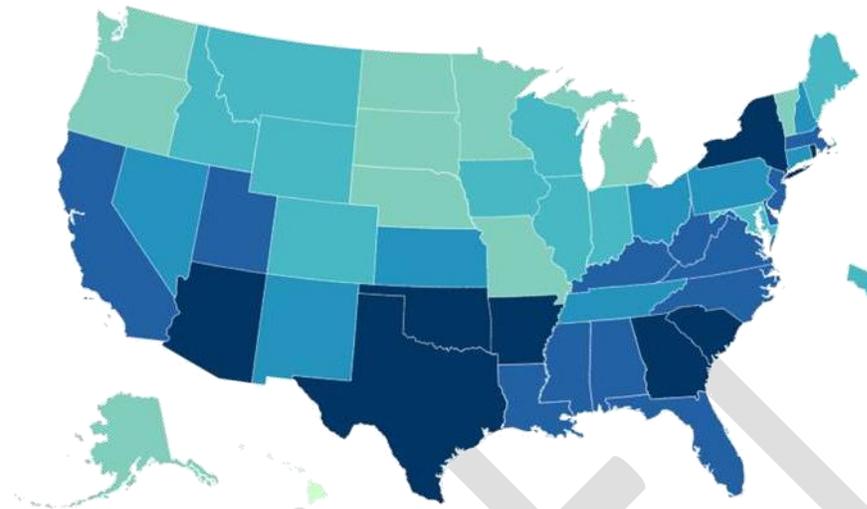
## US CASE TRENDS

Cases 26,160,210  
Deaths 441,831



26,160,210 cases  
441,831 deaths

US



Dr. McDonnell explained that the map above illustrates how each state is doing comparatively – the lighter colors are the states with the fewest cases. She pointed out that although we are still seeing more case than we would like, compared to the rest of the country, Oregon is doing well. The slide below shows that we continue to trend downward.

Cases 143,978

Deaths 1,981

OREGON

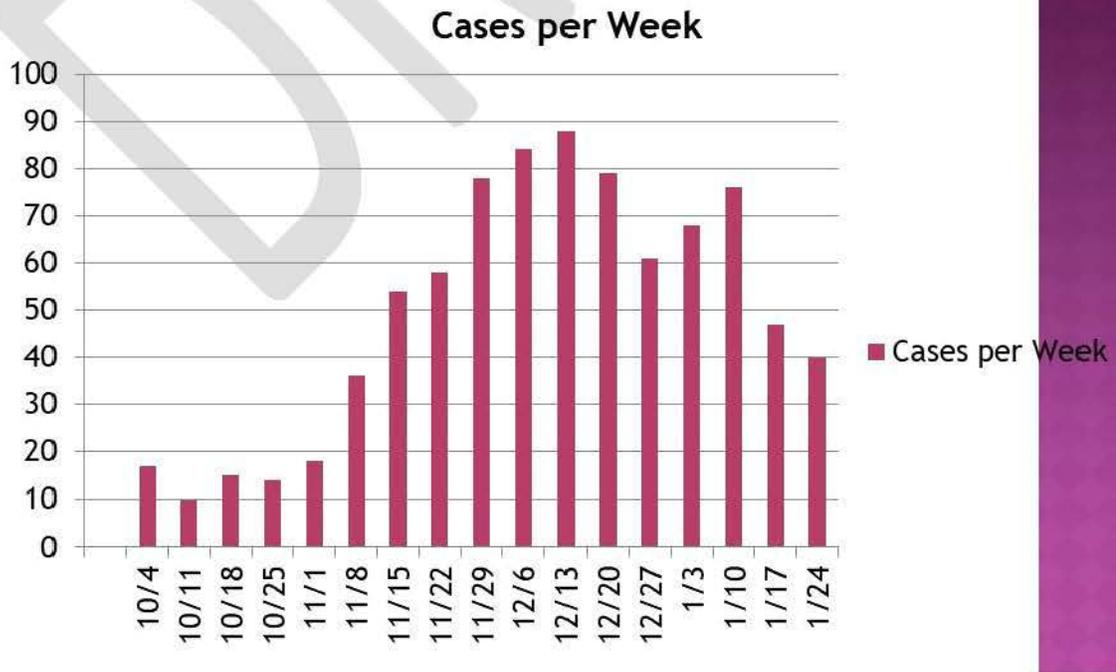
Daily Trends in Number of COVID-19 Cases in Oregon Reported to CDC



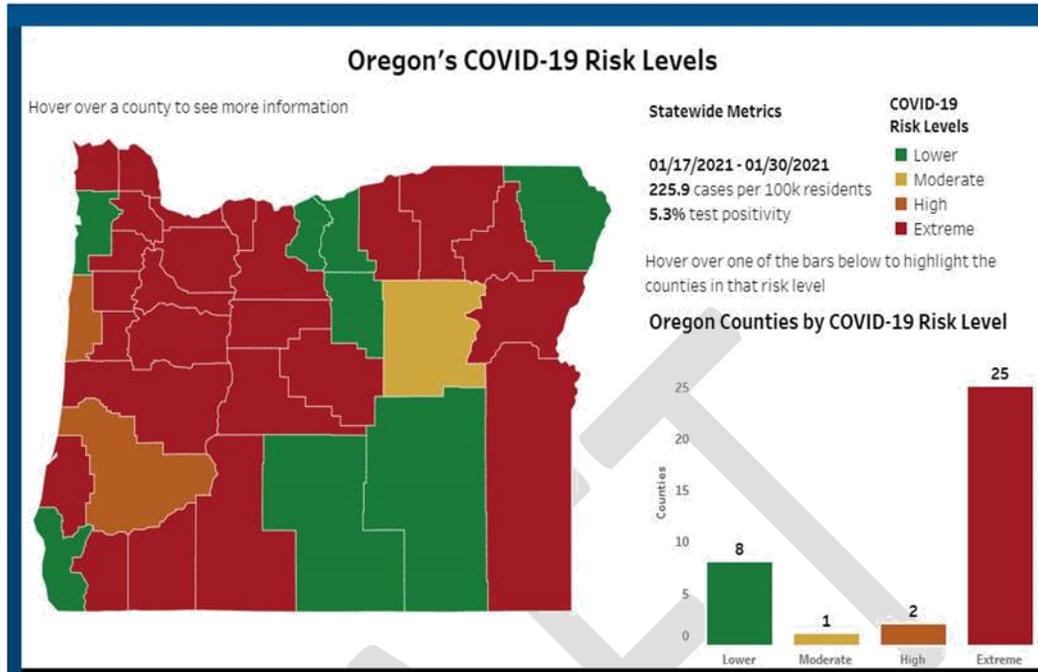
## COUNTY DATA: TOTAL CASES, RECOVERED AND DEATHS TO DATE

○	<b>Wasco</b>	
○	Total	<b>1168</b>
○	Recovered	<b>893</b>
○	Deaths	<b>24</b>
○	<b>Sherman</b>	
○	Total	<b>52</b>
○	Recovered	<b>31</b>
○	<b>Gilliam</b>	
○	Total	<b>53</b>
○	Recovered	<b>36</b>
○	Deaths	<b>1</b>

## WASCO CASES NOV/DEC/JAN



## COUNTY RISK LEVELS



Dr. McDonnell explained that although the State reports county statistics weekly, they evaluate and adjust risk levels every 2 weeks. Wasco County remains in the extreme risk category, although our numbers are falling. Sherman and Gilliam Counties are in the lower risk level. The slide below outlines Wasco County's two week counts and positivity levels for the last 3 cycles.

## WASCO COUNTY 2 WEEK METRICS

date	count	% positivity
1/3-1/16	143	5.1%
1/10-1/23	125	4.6%
1/17-1/30	<b>88 !</b>	3.7%

Dr. McDonnell stated that we continue to test an adequate number of people so it is very encouraging to see the test positivity rate falling – we are not missing people; we are actually seeing percentages drop.

Dr. McDonnell went on to say that 88 is an important number in regard to the school metrics displayed on the next slide. Schools in small/medium sized counties with two-week counts between 60 and 90 are eligible to begin to transition elementary schools to on-site and hybrid education. We are moving in the right direction.

## SCHOOL METRICS

METRICS & MODELS	ON-SITE	ON-SITE AND HYBRID	ELEMENTARY ON-SITE AND HYBRID TRANSITION	DISTANCE LEARNING
County Case Rate per 100,000 People Over 14 days	<50.0	50.0 to <200.0	200.0 to ≤350.0	>350.0
County Case Count over 14 days for small & medium counties	<30	30 to <60	60 to ≤90	>90
County Test Positivity* Advised for to medium and large counties*	<5.0%	5.0% to <10.0%	≤10.0%	>10.0%
Advisory Instructional Model	Prioritize <i>On-Site or Hybrid</i> (as needed to maintain small cohorts) instructional models.	Prioritize careful phasing in of <i>On-Site or Hybrid</i> for elementary schools (starting with younger students and adding additional grades over time).  Middle school and high school primarily <i>Comprehensive Distance Learning with Limited In-Person Instruction</i> . Over time, if elementary schools can demonstrate the ability to limit transmission in the school environment*, transition to <i>On-Site or Hybrid</i> .	Prioritize careful phasing in of <i>On-Site or Hybrid</i> for elementary schools (starting with younger students and adding additional grades over time).	Prioritize <i>Comprehensive Distance Learning with Limited In-Person Instruction</i> .
<ol style="list-style-type: none"> <li>If statewide testing volume decreases by more than 10% in the week prior compared to the previous week due to external factors (such as due to a natural disaster or acute decrease in testing supplies), then OHA and ODE will advise temporarily suspending the use of percent positivity in local reopening considerations.</li> <li>Small counties with a population of less than 15,000 are advised to meet case counts in the metrics framework and not test positivity rates.</li> <li>As a measure to monitor limited introduction or spread, local public health should look for an average outbreak size of 3-4 cases.</li> </ol>				When trends are increasing, pause expansion of additional in-person learning and maintain access to in-person learning for those who have it. Schools are not advised to reduce in-person learning or revert to <i>Comprehensive Distance Learning</i> based on metrics if the school can demonstrate the ability to limit transmission in the school environment.

Dr. McDonnell stated that Oregon is moving up in the rankings for vaccine distribution. We had a slow start but are gaining momentum. We still have a long way to go to reach the 80%-90% goal.

## VACCINE NEWS FROM OHA

### Oregon moves up in national rankings for COVID-19 vaccine distribution

- 19<sup>th</sup> in nation for percentage of vaccine administered (50%)
- 20<sup>th</sup> in nation for percentage of population given at least one dose (4.6%)

Dr. McDonnell reported that in Wasco, Sherman and Gilliam Counties, Phase 1a in the sequencing of who gets vaccinated has been completed. The next slide outlines the sequencing for Phase 1b. She cautioned that just because the date arrives for a group to be vaccinated does not mean that the previous group has been completed or that there is

enough vaccine available to complete the next group. She asked for everyone's patience as they continue their efforts to distribute the vaccine as efficiently as possible. All groups will have the opportunity to be vaccinated and they will get it done as quickly as possible. They learn on Thursdays what their shipment of vaccine will be for the following week.

Dr. McDonnell said that some have been upset that more vaccine is being sent to the Portland metro area. She explained that those additional doses were going to healthcare workers; Portland has a high concentration of healthcare workers and needed the additional vaccine to complete Phase 1a. She said that whenever there is a scarcity of a resource, distribution will likely never feel equitable.

**PHASE 1B GROUPS**  
Beyond Date TBD

**Who's getting vaccinated in Oregon next**

**Group 1**

- Childcare providers, early learning and K-12 educators and staff  
**Eligible week of January 25, 2021**

**Group 2**

- People 80 and older  
**Eligible February 8, 2021**

**Group 3**

- People 75 and older  
**Eligible February 15, 2021**

**Group 4**

- People 70 and older  
**Eligible February 22, 2021**

**Group 5**

- People 65 and older  
**Eligible March 1, 2021**

Educators:  
**105,000\*** approximately  
People over 65:  
**795,000\*** approximately

Subsequent groups will be determined in coordination with the Vaccine Advisory Committee and shared on OHA's COVID-19 vaccine web page. These are examples of groups of people who may included:

- Critical workers in high-risk settings — workers who are in industries essential to the functioning of society and substantially higher risk of exposure
- People of all ages with underlying conditions that put them at moderately higher risk
- People in prisons, jails, detention centers, and similar facilities, and staff who work in such settings
- General population

**Oregon Health Authority**  
OHA-3278 (01/02/2021)

Groups 1-5 of Phase 1B.

In Wasco, Sherman, Gilliam and Hood River Counties the vaccination process is going well as illustrated in the following slides. As more people are vaccinated, the differences in the per-capita numbers will begin to reflect the uptake in each county – an indication of where people are choosing to not take the vaccine.

## WASCO VAX STATUS

- Wasco
  - 2518 vaccinated
  - 92/1000 people
  - Phase 1A completed (first round)
  - Phase 1B group 1 ongoing, anticipate completion 2/6/2021

## REGIONAL VAX STATUS

- ◉ **Sherman**
  - 163 vaccinated
  - 91/1000 people
  - Phase 1A completed
  - Phase 1B Group 1 completed
- ◉ **Gilliam**
  - 150 vaccinated
  - 75/1000
  - Phase 1A completed
  - Phase 1B Group 1 completed
- ◉ **Hood River**
  - 2413 vaccinated
  - 94/1000 people

NCPHD continues with plans to move through the groups and phases.

## UPCOMING PLANS

- ◉ Continue clinics at Readiness Center
  - Staffed by NCPHD, MRC, MCMC, DHS, Wasco Co Staff and more
- ◉ Currently Tuesdays, Thursdays and Fridays
  - Appointment Only
- ◉ Preparing for remainder of Phase 1B
- ◉ Working with Senior Center, Age Plus, and MCMC
- ◉ Mix of email sign ups AND phone calls

Dr. McDonnell said that they have had great success distributing vaccines with the help and support of community partners. As they continue to move through the Phase 1b groups, they are working on how they will contact and safely transport the senior population to vaccine clinics. Some people do not use email, so outreach and scheduling will be done both by phone and electronically. OHA is working on some scheduling structures that they will share and may help when vaccinations open up more broadly.

## UPCOMING PLANS

- ◉ Continue clinics at Readiness Center
  - Staffed by NCPHD, MRC, MCMC, DHS, Wasco Co Staff and more
- ◉ Currently Tuesdays, Thursdays and Saturdays
  - Appointment Only
- ◉ Preparing for remainder of Phase 1B
- ◉ Working with Senior Center, Age Plus, and MCMC
- ◉ Mix of email sign ups AND phone calls

There are other resources for more information regarding the vaccination program in the State of Oregon.

## MORE INFORMATION

- ◉ [covidvaccine.oregon.gov](https://covidvaccine.oregon.gov)
- ◉ [ncphd.org/covid-vaccines](https://ncphd.org/covid-vaccines)
- ◉ [es.ncphd.org/covid-vaccines](https://es.ncphd.org/covid-vaccines)

Dr. McDonnell reported that there have been two testing events held in The Dalles. Upcoming events are scheduled in Arlington and Condon; an event is being planned for Maupin. These events help decrease the burden on Public Health and local clinics which has been very helpful as NCPHD works to distribute vaccine.

## OHA FREE TESTING EVENTS

- ◉ 2 events in The Dalles
  - 76 people 1/21( 1 +)
  - 87 people 1/28 (0+)
- ◉ Arlington
- ◉ Condon
- ◉ Planning for Maupin

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Dr. McDonell recognized that we are all exhausted and we may need to take a breather; at the same time we need to keep going to reach the end of this pandemic. Keep your masks on, keep your distance, wash your hands and get your vaccine.

North Central Public Health District Interim Executive Director Shellie Campbell thanked everyone for their support. She said that community partners are helping them get information out to those who are eligible to be vaccinated. She added that they are very grateful to all the volunteers who help at the vaccination events.

Chair Hege asked if someone can go to the NCPHD website and sign up to be on a list; he asked how important it is to do that. Dr. McDonell replied that it is exceptionally helpful for people to sign up. She said people can go on and find their age group and enter their email; as they become eligible, they will get an email prompting them to sign up for a vaccination appointment. People can also help friends and family get signed up. Online sign-ups help to relieve the calling burden for staff.

Arthur Smith observed that Hood River County included Public Works and Public Utilities employees in their Phase 1a group. He asked if there are plans to do something similar here. Dr. McDonell replied that NCPHD is trying to follow the State guidance which does not include that group in Phase 1a. She said that there are times when they have extra vaccine that they do not want to waste and can then use it for others.

Sheriff Magill asked how the new order regarding adults in custody will affect roll out of vaccines. Dr. McDonell responded that they just got the directive and have not had a chance to get that worked out. She added that NCPHD has a good relationship with the staff at NORCOR and should be able to make those arrangements.

Commissioner Kramer thanked NCPHD for their work and dedication. He stated that he believes Public Works employees are essential personnel – without roads and infrastructure, many other essential workers cannot do their jobs. He said he would like to see some special consideration for them; perhaps we can talk to the State about moving them up on the priority list.

Vice-Chair Schwartz asked where the Public Works folks are in the hierarchy. Dr. McDonell explained that the Oregon Vaccine Advisory Committee does the work of recommending vaccine priorities. She noted that “essential workers” is a fairly broad category subject to interpretation which makes it very challenging to implement. The Public Works group has not been called out specifically; the Committee has more work to do.

Vice-Chair Schwartz asked if we are still seeing workplace outbreaks in our numbers. Dr. McDonell answered that it continues to be a combination of aggregate care, workplace outbreaks and community spread.

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Vice-Chair Schwartz commented that it is a positive that we have had enough vaccine for healthcare workers and educators in our region. She said that with over 900 people in the over 80 group, it will take time. She asked that even if we make the state metrics, is it still up to the local school districts to determine their strategy for in-person and distance learning. Dr. McDonnell replied affirmatively.

Vice-Chair Schwartz thanked the members of the public for joining today's meeting. She commented that is good to see the numbers falling and urged everyone to keep up the good work.

Chair Hege commented that he has heard that a fair amount of people have not taken the vaccine because they feel others need it more. He asked if that impacts the number of doses a particular county receives, saying that there seems to be a lot of frustration if vaccines are being directed to other counties when someone in a particular county does not take it in order for someone else in their county to receive it. Dr. McDonnell explained that you cannot direct where your "untaken" vaccine goes if you do not take it. However, once vaccine is sent to a county, it is not taken back. She said she understands the sentiment but the system is not set up that way. If we vary from that, it becomes especially challenging. Everyone is important and we have to do this in an orderly fashion; it is not a perfect system.

Chair Hege said that he is in the 1b group but could not get the vaccine in good conscience because there are others who need it more. Dr. McDonnell said that is probably happening across the state. She advised we should not be thinking in terms of us and them . . . it is just us. It is all of us and there is not enough vaccine for everyone to be vaccinated at once.

Debi Ferrer commented that another way to think of it is that if you get vaccinated now, you remove one more carrier of the virus for everyone else.

Chair Hege asked about the turnaround time for testing. Dr. McDonnell reported that at the large testing events, they were getting results out 48-72 hours later. MCMC can usually get tests back in 24-48 hours. There is still same-day testing going on as well.

Chair Hege asked if the recent COVID-deaths at Columbia Basin were part of an outbreak. Dr. McDonnell replied that even one case in a long-term care facility is considered an outbreak. Columbia Basin has created a separate COVID wing to isolate those testing positive. They have dedicated staff that enter and exit the building at a separate entrance. All the residents have been vaccinated and hopefully will experience less severe cases if they get it.

Nichole Biechler noted that on the first few slides for Wasco County cases, it seemed that about 250 individuals were unaccounted for. She asked if that would this be considered under current "active" or "positive" cases. Dr. McDonnell explained that the recovered

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number is 30 days from the test; it takes time for someone to be considered recovered even if they are still not an active case.

Ms. Biechler asked what metrics are being used to ensure that we are in fact reaching all those eligible in each phase. Dr. McDonnell said that the first ones were easily identified but as it becomes more difficult to identify members of a group, they work with community partners to identify and reach out to those populations. Once you are eligible, you will always be eligible . . . you will not miss a window of opportunity.

William White asked if we know how many Wasco Co. residents are in the over age 80, 75, and 70 categories. Dr. McDonnell replied that rough numbers from 2019 data are as follows:

Over 85	742
80-84	540
75-79	864
70-74	1200
65-69	800

She said that we have a better system in place now, so it should not take that long to get the vaccines out.

Chair Hege thanked Public Health for the presentation and the amazing work they are doing.

**Discussion Item – Budget Committee Appointment**

Chair Hege stated that we have an opening on our Budget Committee and are fortunate to have 4 well-qualified, excellent candidates. He said he is not partial to any; we just need to decide who we want to choose.

Commissioner Kramer stated that he wants to take a moment to recognize the contributions of John Carter to the Wasco County Budget Committee. He served faithfully for 9 years. He wants to send the letter of appreciation included in the Board Packet.

Chair Hege concurred. He said that he does not think we have enough time right now to make this selection and is tabling it until later in the meeting.

Chair Hege opened the floor to public comment.

Kate Wilson said she would like to hear the Commissioners' positions on the storming of the capitol and the Oregon republican parties' comments that it was a false flag.

Chair Hege said that he does not support any violent actions. He said that he cannot speak for a political party, but he does not support it.

Vice-Chair Schwartz agreed with Chair Hege – violence should never be condoned. We saw it happening in Washington D.C. and more locally in Salem. It could happen here and the County was aware of that and steps were taken to ensure a peaceful election process.

Commissioner Kramer said he has nothing to add. He said Commissioners hold non-partisan positions and he has 27,000 people he represents. He said he wants one Wasco County so we can move forward together for the prosperity, health and safety of everyone.

**Consent Agenda – 1.20.2021 Regular Session Minutes**

**{{Vice-Chair Schwartz moved to approve the Consent Agenda. Commissioner Kramer seconded the motion which passed unanimously.}}**

**Agenda Item – Bench Dedication**

Keith Mobley said that many of us knew Bill Hulse and want to do something in memory of his service to the community. He said they hope to place benches at the Discovery Center, in Dufur and at the Wasco County Courthouse. The Discovery Center has already ordered one that they found at a reasonable price – it will be in front of a window with engraving on the back. He said that if the Board will allow one in the Courthouse, they would want the engraving on the front. It would be nice if the people using the bench could learn more about Bill Hulse; toward that end, they would like a QR code added to the bench and they hope Wasco County's IT department can help with that. He said that the sequence would be to wait for the Discovery bench to go up and then get the Courthouse bench ordered and placed before ordering the one for Dufur, which will be an outside bench.

Chair Hege said that many people knew Bill Hulse; he was his boss at the Port of The Dalles. Chair Hege stated that Mr. Hulse was amazing and did a lot for the county. He said he would be proud to have something in his memory at the Courthouse.

Commissioner Kramer said he was appointed in Judge Hulse's position at the Port and there is where he met Chair Hege. He said that Bill Hulse's second wife, Rosie, was his godmother – family ties run deep in the southern part of the county. He said he has no problem approving the placement and leaving the logistics up to Mr. Klebes.

Vice-Chair Schwartz said that she did not have the pleasure of knowing Mr. Hulse but has heard of him. She asked where the bench would be placed.

Administrative Services Director Matthew Klebes said that if we can get it engraved on the front, there are a couple of spots on the 3<sup>rd</sup> floor and also on the ground floor.

Vice-Chair Schwartz said she will defer to her colleagues.

Chair Hege said that Bill Hulse was a gentleman and provided service in every capacity in which he served. He said he likes the idea of a QR code and hopes that our IT department

can help with that. Mr. Klebes stated that he has had preliminary discussion with IS and QR codes are relatively easy to create; there will just need to be some security measures in place.

**\*\*\*The Board was in consensus to have a Bill Hulse memorial bench placed in the Courthouse and have the County Information Systems Department assist with the creation of a QR code.\*\*\***

Mr. Mobley thanked the Board and added that Mr. Hulse's autobiography is entitled Read it and Sleep.

### Agenda Item – Hazard Mitigation Grants

Wasco County Emergency Manager Sheridan McClellan stated that Wasco County experienced several fires in 2020 and the Governor declared an emergency which opens up federal funds to address the consequences of the fires. He said that there will be a lot of districts and communities that will be working to mitigate the damage but are not eligible to directly apply for mitigation funds; they have to ask us to apply on their behalf. He said that the hope is that the Board of Commissioners will grant permission to send letters of intent. The State and FEMA will review those letters for program eligibility; if they give us the green light, we can then apply for the funding. If the grant(s) is awarded, the County would become the fiscal agent.

Chair Hege asked Mr. Stone to weigh in. Mr. Stone stated that these are federal grants with a lot of strings attached for which the County will be responsible. For that reason, he is always cautious in his approach as the County has been burned in the past. There is also a workload associated with grant management; Mr. McClellan believes he can handle the work. He went on to say that it is a benefit to the community but Mr. McClellan will need to keep in mind that there is a formal bid process and that in itself is a lot of work. It is valuable to our districts and so he supports it but cautions that we need to understand what we are taking on.

Chair Hege observed that those are good points. He noted that this is a first step and not all the applications may move forward. Mr. McClellan concurred saying that right now, we are just submitting for eligibility; he believes all three are eligible. He said that most of the work will be done by the entities with his oversight.

Vice-Chair Schwartz said that she is passionate about this work – it is our opportunity to mitigate the fallout from emergency situations. These incidents will continue to happen and she commends the Wamic Fire District for being proactive in their mitigation efforts. She said she is disappointed that we are not seeing more applications. She recognizes that it is a lot of work and some of the entities may not have the capacity to do the work. However, we need to promote prevention and mitigation; she said she fully supports the applications. She asked Mr. Stone to provide an example of how the County has been burned in the past

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and how we can prevent that in the future.

Mr. Stone replied that the Discovery Center is a good example. The Feds pulled out and the County was 5<sup>th</sup> or 6<sup>th</sup> in line of responsibility for having to pay for it. There was default after default and the County was left holding the bag. The Pine Hollow boat ramp is another example – we did not sign up to maintain that but we still had to pay for it.

Vice-Chair Schwartz stated that she thought he might be referencing FEMA in particular. Mr. Stone replied that it follows a similar pathway – they are all federal projects.

Vice-Chair Schwartz asked about the 25% match. Mr. McClellan said that some of the match can be in labor and volunteer hours.

Vice-Chair Schwartz asked what the risk is to the County. Mr. Stone responded that he has not yet seen the contracts, but they all have EEOC, Affirmative Action, contracting rules, etc. that the County will be responsible for ensuring. A lot of agencies don't have that capacity and we may be in that boat as we have a lot of things going on, noting that Mr. McClellan is currently coordinating for the pandemic. It is not just signing the contract; there are specific requirements that have to be met and if it is done incorrectly, it will be Wasco County that will pay back the funds to FEMA.

Vice-Chair Schwartz asked if the quote from Hage Electric is just informational. Mr. McClellan replied that it is. He went on to say that he believes he can support the sub-applicants and provide the necessary oversight. He said if he has to do the paperwork himself, he may not have the bandwidth for that.

Mr. Warren, representing the sub-applicants, stated that there are 3 locations in Wamic/Pine Hollow that did a lot to support fire suppression efforts. The water district supplied water for helicopters and to the fire fighters in addition to all of the residents of Pine Hollow. The Fire Department Building does not have a generator and is a point of service for local fires – the generator is needed. The same is true for the Community Center which would be used as a shelter for those evacuated. The projects are essential for the safety of our community in case of a wildfire.

Vice-Chair Schwartz thanked Mr. Warren for his volunteer work and commended his group for putting forward the applications for their community.

Commissioner Kramer agreed that grants are a lot of work and take commitment. He said that he is not sure Mr. McClellan has the time and suggested that we put together a team to monitor and oversee these grants. They are three worthy projects and we should move forward to get the ball rolling but we need to get a team in place to support them.

Chair Hege suggested that MCEDD may be able to provide some assistance.

Mr. Warren stated that he would appreciate any help. He said that just entering the process was a real eye-opener for him and he hopes to get some help from other members of the boards.

**{{(Vice-Chair Schwartz moved to approve the hazard mitigation pre-application/letters of intent for Barlow Water District, Wamic Community Center and Wamic Fire and EMS. Commissioner Kramer seconded the motion which passed unanimously.)}}**

**Agenda Item – Emergency Management 2020 Review**

Mr. McClellan reviewed the report included in the Board Packet.

Commissioner Kramer asked for the Bill number for OAC283 so that it can be tracked. Mr. McClellan said he would get that information.

Commissioner Kramer stated that he has taken the Incident Command Systems training several times. He asked where part-time elected official would be used in emergency response. Mr. McClellan replied that they would be in the policy and advisory group helping guide policy, allocation of funds, prioritization, identifying operational authority and delegation of authority.

Commissioner Kramer said that this is a much larger conversation. He said that he appreciates the work and sees where we can make improvements, but he does not see that resources have been identified to support this work. He said he is in favor of having that larger conversation. Mr. McClellan said he will be available for that conversation.

Vice-Chair Schwartz commended Mr. McClellan for his excellent report. She said that looking at the bigger picture, we are going to continue to face emergencies. She stated that it is her belief that the pandemic is not going to be an isolated event; we have seen other viruses and have been lucky that they were not as transmissible. The next virus could be more deadly. She went on to say that we need to recognize that we are not practicing prevention, so we can expect another virus; with climate change, we will see more natural disasters. She agreed that this is a bigger conversation and we need to have that. She asked how Mr. McClellan suggests we move forward.

Mr. McClellan suggested that the Board hold a special session dedicated to this. He reported that we have the start of a MAC group and can start there or the Board can designate a liaison to work directly with Emergency Management. Another path would be to establish the damage assessment team which would not be costly and would not need Board involvement. In addition, he stated that funding will need to be identified.

Vice-Chair Schwartz asked what training he recommends for all staff. Mr. McClellan replied that ICS 700/800 is for elected officials. It would be worthwhile for all staff to take ICS

100/200. Vice-Chair Schwartz commented that it will require more discussion – it makes sense, but we will need to work out the details.

Chair Hege agreed that this is great information. He said that even though we have been talking about work sessions, we have not been able to hold them – this would be a great topic for a work session. He stated that in the meantime, Mr. Stone can work with Mr. McClellan on a preliminary foundation. We should not lose sight of the fact that we are in an emergency situation.

#### Agenda Item – COVID Supplies: Use and Distribution

The Dalles Chamber of Commerce Executive Director Lisa Farqharson reviewed the presentation included in the Board Packet. She explained that she has worked closely with Mr. McClellan on this project. It is amazing to walk into the warehouse and see all that we have. She stated that they were very lucky to have the cherry warehouse and someone to drive the forklift. She said that they took orders from businesses. Because Business Oregon was so impressed with our distribution system, in the second round they sent more than we ordered. We have not run out of any particular item; some of what we received is wipes, thermometers, and non-contact hand sanitizer stands with sanitizer – those are required for food establishments. The businesses have been very grateful – products are difficult for them to obtain and very expensive. There is a disbursement event scheduled for February 19<sup>th</sup> and there will be another in March. They hope to have nothing left after the March event so the cherry growers can prepare the warehouse for cherry harvest. She said Business Oregon, Mr. McClellan and Chamber staff have been very supportive.

Vice-Chair Schwartz commented that this is very helpful especially as our risk level reaches the point where more businesses can open.

The Board expressed their appreciation for all the work the Chamber has done to help local businesses. Chair Hege observed that while there is a lot of throttling of businesses, most are open in some fashion. He encouraged people to get out and support them.

Ms. Farqharson said that they started a new community gift card program; Google paid startup costs for up to 100 businesses. \$25,000 in cards has been sold thus far and the program will continue throughout the year. You can buy online or over the phone to have a card mailed to you or you can stop by the Chamber office to purchase a card.

#### Agenda Item – Executive Session

At 11:10 a.m., Chair Hege recessed the regular session and opened executive session pursuant to ORS 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed, ORS 192.660(2)(g) To consider preliminary negotiations involving matters of trade or commerce and ORS 192.660(2)(e) Real Property Transactions and explained the process for holding the session.

The Regular Session reconvened at 12:53 p.m.

**Discussion Item Continued – Budget Committee Appointment**

**\*\*\*The Board was in consensus to send a letter of appreciation to John Carter for his years of service on the Wasco County Budget Committee.\*\*\***

Commissioner Kramer explained that Mr. Renard had planned to be here but is in surgery. He stated that he has spoken with Mr. Renard and learned that his reason for stepping up was at the urging of the Board Chair.

**{{Commissioner Kramer moved to approve Order 21-007 appointing Jeff Renard to the Wasco County Budget Committee. The motion died for lack of a second.}}**

The Board asked applicant William White to tell them a little about themselves. Mr. White reviewed the information in his application. He said that he is originally from Washington State and has lived in Oregon since 1993. He has headed a non-profit for affordable housing in the Portland metro area where he developed and submitted budgets. Then he was head of Portland's Housing Bureau where he created budgets in the \$20-\$25 million dollar range. Then he was asked to go to D.C. to work on senate staff for housing and international affairs; as part of that work, he reviewed budgets. He added that he began his professional life starting private sector companies – the last one was in construction which is what led him to work on affordable housing issues.

Vice-Chair Schwartz stated that there is no question that she would like to tap into Mr. White's experience in the affordable housing arena.

Commissioner Kramer said what we have done now is begin an interview process and he would like to see the other applicants have that same opportunity.

**\*\*\*The Board was in consensus to invite all Budget Committee applicants to the March 3, 2021 Board session before making a decision on the appointment.\*\*\***

**Public Comment**

Kate Wilson said that she had heard a reference to Bill 623. She asked if the Board is aware of Perkins Grants for college students. She asked if the bill would interfere with that program. Commissioner Kramer replied that the Bill has nothing to do with funding; it is about collaboration – trying to align Workforce and Worksource.

Chair Hege adjourned the meeting at 1:11 p.m.

Summary of Actions

**MOTIONS**

- **To approve the Consent Agenda: 1.20.2021 Regular Session Minutes.**
- **To approve the hazard mitigation pre-application/letters of intent for Barlow Water District, Wamic Community Center and Wamic Fire and EMS.**

**CONSENSUS**

- **To have a Bill Hulse memorial bench placed in the Courthouse and have the County Information Systems Department assist with the creation of a QR code.**
- **To send a letter of appreciation to John Carter for his years of service on the Wasco County Budget Committee.**
- **To invite all Budget Committee applicants to the March 3, 2021 Board session before making a decision on the appointment.**

Wasco County  
Board of Commissioners

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Scott C. Hege, Commission Chair

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Kathleen B. Schwartz, Vice-Chair

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Steven D. Kramer, County Commissioner



## CONSENT ITEM

### Planning Commission Reappointment

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[STAFF MEMO](#)

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[ORDER 21-008 REAPPOINTING VICKI ASHLEY TO PLANNING COMMISSION](#)

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## MEMORANDUM

**SUBJECT: Planning Commission Reappointment**

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TO: BOARD OF COUNTY COMMISSIONERS

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FROM: KATHY CLARK

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DATE: 2.8.2019

Generally, reappointments are made in June and December as part of the Consent Agenda. Although, this reappointment was scheduled for December 2020, there was a communications delay; however, I was recently notified that Ms. Ashley is willing to be reappointed. The reappointment is retroactive to January 1, 2021.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF VICKI ASHLEY TO THE WASCO COUNTY PLANNING COMMISSION

**ORDER #21-008**

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That Vicki Ashley's appointment to the Wasco County Planning Commission expired on December 31, 2020; and

IT FURTHER APPEARING TO THE BOARD: That Vicki Ashley is willing and is qualified to be reappointed to the Wasco County Planning Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Vicki Ashley be and is hereby reappointed to the Wasco County Planning Commission, Position #1; said term to be effective as of January 1, 2021 and to expire on December 31, 2024.

DATED this 17<sup>th</sup> day of February, 2021.

APPROVED AS TO FORM

Wasco County Board of Commissioners

\_\_\_\_\_  
Kristen Campbell, County Counsel

\_\_\_\_\_  
Scott C. Hege, Chair

\_\_\_\_\_  
Kathleen B. Schwartz, Vice-Chair

\_\_\_\_\_  
Steven D. Kramer, County Commissioner



## AGENDA ITEM

### Road Vacation Report

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[DIRECTOR'S REPORT](#)

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[PHOTOS](#)

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[MAPS](#)

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[ORDER 21-010 VACATING CERTAIN ROADS IN TYGH VALLEY](#)

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[MOTION LANGUAGE](#)

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IN THE BOARD OF COMMISSIONERS  
OF THE STATE OF OREGON  
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE PROPOSED )  
VACATION OF CERTAIN ROADS )  
WITHIN THE PLAT OF TYGH, IN )  
TYGH VALLEY, OREGON )

REPORT OF PUBLIC WORKS  
DIRECTOR

TO THE HONORABLE BOARD OF COMMISSIONERS OF WASCO COUNTY,  
OREGON:

In compliance with the Order of the Board of Commissioners dated January 20, 2021  
I have investigated the Public Roads as follows:

LEGAL DESCRIPTION

That portion of Fourth Street (50 feet in width) between Block 21 and 28 and between  
Blocks 20 and 29, from the East right-of-way of Church Avenue to the West right-of-way  
of Havens Avenue; along with that portion of Church Avenue (60 feet in width) from the  
line between the Northeast corner of Lot 4, Block 22 and the Northwest corner of Lot 5,  
Block 21, to the line between the Southwest corner of Lot 1, Block 27 and the  
Southwest corner of Lot 8, Block 28.

All lying within the 'Plat of Tygh', located in Section 10, Township 4 South, Range 13  
East, Willamette Meridian.

Attached hereto, and by this reference made a part hereof, is a map with photos marked  
as Exhibit "A" showing the location of the above described roads and sections of road.

**Background**

The petitioners own all the land within the sections of the right-of-way. In 2019 several  
road sections within this vicinity were also vacated, but the planned development  
required additional vacation to facilitate re-configuration of property lots. These road  
rights-of-way have never been developed to date.

## **Facts and Findings**

The right-of-way proposed for vacation is not developed, much of the topography is quite rocky and would require significant work to develop, several permanent structures have been sited within the right-of-way, and all current landowners still have good and clear access without this right-of-way. The County has no current or future road needs for this right-of-way. To my knowledge, there are no public utilities located in the right-of-way proposed for vacation.

## **Fiscal Impact**

The right-of-way would revert to private ownership and onto the tax rolls. The County does not maintain this right-of-way now, so vacation would have no fiscal impact to the Public Works Department.

## **Recommendation**

100% of the adjacent landowners have petitioned, so no public hearing is required. There is no public benefit to retaining this right-of-way. *It is my recommendation that the Board of Commissioners grant the vacation request.*

Dated this 17<sup>th</sup> day of February, 2021

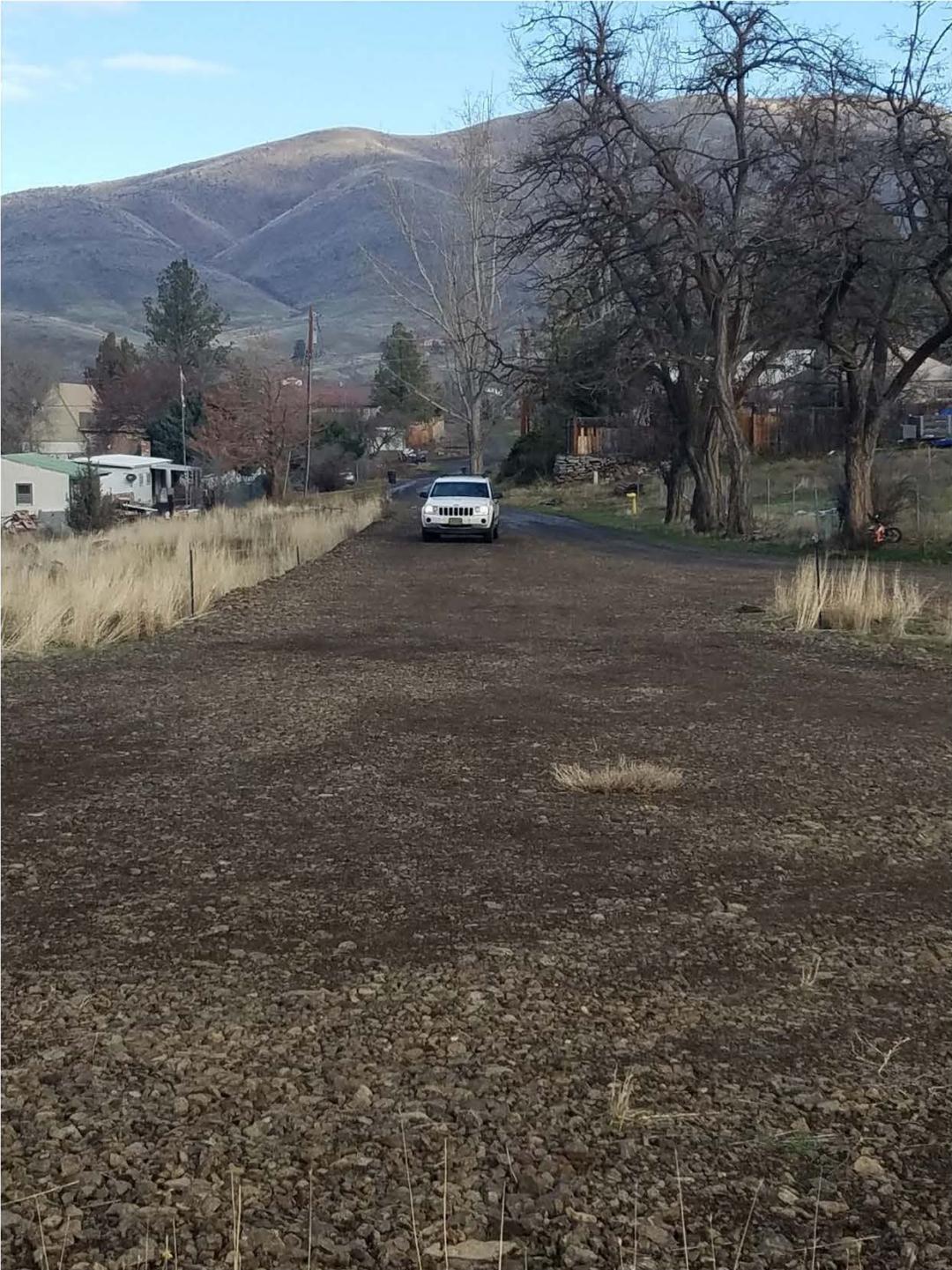
Arthur Smith  
Director, Wasco County Public Works

**EXHIBIT A - photos**  
**Roads within Plat of Tygh to vacate**

**Church Avenue – looking south – to be vacated**



Church Avenue - looking north – portion retained as public road



4<sup>th</sup> Street from Havens Avenue - looking west – to be vacated



4<sup>th</sup> Street (half way point) - looking west – to be vacated

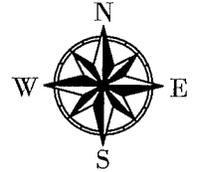


4<sup>th</sup> Street from Church Avenue - looking east – to be vacated

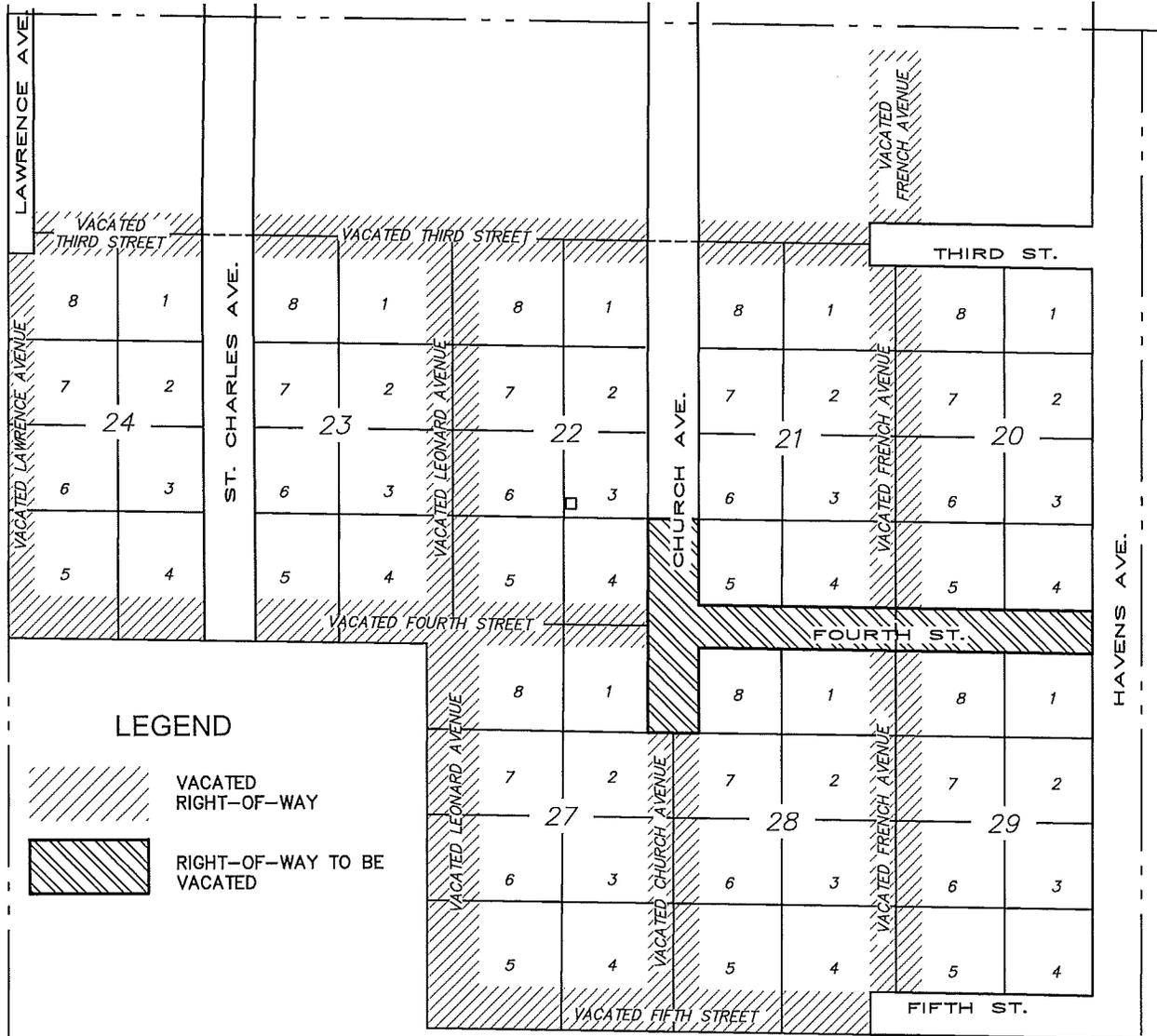


# EXHIBIT A

## 'PLAT OF TYGH' ROAD VACATION LEGAL EXHIBIT



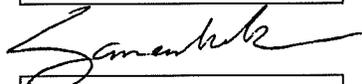
SCALE: 1"=200'



### LEGEND

-  VACATED RIGHT-OF-WAY
-  RIGHT-OF-WAY TO BE VACATED

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
MAY 26, 2015  
SAMANTHA KAY TANNER  
90079

RENEWS 6/30/2022

### ROAD VACATION LEGAL DESCRIPTION

THAT PORTION OF FOURTH STREET (50 FEET IN WIDTH) BETWEEN BLOCK 21 AND 28 AND BETWEEN BLOCKS 20 AND 29, FROM THE EAST RIGHT-OF-WAY OF CHURCH AVENUE TO THE WEST RIGHT-OF-WAY LINE OF HAVENS AVENUE;

ALONG WITH THAT PORTION OF CHURCH AVENUE (60 FEET IN WIDTH) FROM THE LINE BETWEEN THE NORTHEAST CORNER OF LOT 4, BLOCK 22 AND THE NORTHWEST CORNER OF LOT 5, BLOCK 21 TO THE LINE BETWEEN THE SOUTHEAST CORNER OF LOT 1, BLOCK 27 AND THE SOUTHWEST CORNER OF LOT 8, BLOCK 28;

ALL LYING WITHIN THE PLAT OF TYGH, LOCATED IN SECTION 10, TOWNSHIP 4 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, WASCO COUNTY, OREGON.

CLIENT: COYOTE RIDGE PROPERTIES  
921-18-00088-PLNG  
FILE NAME: 18012 Coyote Ridge Plat Rd Vacay Addendum.dwg  
PLOT DATE: 1/7/2021



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

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IN AND FOR THE COUNTY OF WASCO

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IN THE MATTER OF THE VACATION OF CERTAIN ROADS WITHIN THE PLAT OF TYGH IN TYGH VALLEY, OREGON

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**ORDER #21-010**

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Commissioners being present; and

IT APPEARING TO THE BOARD: That a petition, attached and by this reference incorporated herein, has been duly filed with this Board seeking the vacation of the below described Road; That upon initiation of these proceedings by said petition the County Road Official was directed by this Board to prepare and file with this Board a written report describing the ownership and uses of the Road and a determination of whether the vacation would be in the public interest; That said report, attached and by this reference incorporated herein, has been received by this Board; and

IT FURTHER APPEARING TO THE BOARD: That as provided in ORS 368.351 because the report indicates that the County Road Official assessment is that the vacation is in the public interest and these proceedings were initiated by a petition under ORS 368.341 that contained the acknowledged signatures of owners of 100% of any private property proposed to be vacated and acknowledged signatures of owners of 100% of property abutting any public property proposed to be vacated approving the proposed vacation a hearing in this matter may be dispensed with and vacation of the subject road ordered.

NOW, THEREFORE, IT IS HEREBY ORDERED: That the following described Roads located in Wasco County, Oregon, be and are hereby declared vacated:

CERTAIN ROADS WITHIN THE PLAT OF TYGH IN TYGH VALEY, OREGON

LEGAL DESCRIPTION

That portion of Fourth Street (50 feet in width) between Block 21 and 28 and between Blocks 20 and 29, from the East right-of-way of Church Avenue to the West right-of-way of Havens Avenue; along with that portion of Church Avenue (60 feet in width) from the line between the Northeast corner of Lot 4, Block 22 and the Northwest corner of Lot 5, Block 21, to the line between the Southwest corner of Lot 1, Block 27 and the Southwest corner of Lot 8, Block 28.

All lying within the 'Plat of Tygh', located in Section 10, Township 4 South, Range 13 East, Willamette Meridian.

Attached hereto, and by this reference made a part hereof, is a map with photos marked as Exhibit "A" showing the location of the above described roads.

DATED this 17<sup>th</sup> Day of February, 2021.

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Scott C. Hege, Commission Chair

\_\_\_\_\_  
Kathleen B. Schwartz, Vice-Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristen Campbell, County Counsel

\_\_\_\_\_  
Steven D. Kramer, County Commissioner



## MOTION

**SUBJECT: Road Vacation**

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I move to approve Order 21-010 vacating certain roads within the Plat of Tygh in Tygh, Valley Oregon.



## AGENDA ITEM

### Title III Project Submission

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[TITLE III PROJECT SUBMISSION FORM](#)

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[WHITE RIVER FIRE INVOICE](#)

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[MOTION LANGUAGE](#)

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**PL 110-343 Title III Project Submission Form For**  
**Wasco County**

“Secure Rural Schools and Community Self-Determination Act of 2000”

Name of Project: White River Fire

Date Project Submission Form To Be Returned To Wasco County Board: \_\_\_\_\_

Date Project Submitted: Feb 2, 2021

Project Sponsor: Wasco County Sheriff’s Office

Sponsor’s Address: 511 Washington St, Suite 102 The Dalles, OR

Contact Person: Chief Deputy Scott Williams

Phone: 541-506-2593 Fax: 541-506-2581 E-Mail: scottw@co.wasco.or.us

Project Is Authorized Under The Following Category: (see Sec. 302(b), attached)

Search, Rescue and Emergency Services

- Community Service Work Camps
- Easement Purchases
- Forest Related Education Opportunities
- Fire Prevention And County Planning
- Community Forestry

Project Location: US Forest land White River

Other Identifiers: (geographic location, road name or number, stream name)

USFS road 48 and spur roads/ White River Canyon

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Project Description:

Support Firefighting efforts, investigation helicopter crash/death investigation, Evacuations, Public Safety Evacuations/notices, County GIS Map making, Facilities (fairgrounds).

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**\*include work windows or other limitations / restrictions / public or private land**

**Project Goals and Objectives:**

**Notices to citizens RE: evacuations and closures, Public Safty, Support Firefighting through road closures, patrolling inside firelines**

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**Is There An Opportunity To Tie To An Associated Title II Project? Explain:**

**NO**

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**Proposed Method Of Accomplishment:**

Contract     Volunteers     Agency (FS/BLM) Employees     County

County Corrections (adult / juvenile)     Non-Profit

Other \_\_\_\_\_

**Current Status Of Project Preparation:**

**Completed.**

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**Contact Person(s) For Project Specific Documentation:**

**Sheriff's Office Manager Brenda Boarders, Finance Mike Middleton, Sheriff's Office Chief Deputy Williams**

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**Telephone Number(s) For Contact(s) 541-506-2580 Sheriff's Office**

**Does Project Meet The Purpose Of The Legislation? (see Sec. 302(b), attached)**

**Explanation: Yes, Under Title III PL115.141, "to reimburse the participating county for search and rescue and other emergency services, including firefighting and law enforcement patrols."**

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**How Does The Project Benefit The Community? Provides safety to residents, recreation/tourists in the area, and supports safety to firefighting efforts \_\_\_\_\_**

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**How Does The Project Improve Cooperative Relationships Among People That Use Federal Lands And Federal Management Agency? Provides safety to residents, recreation/tourists in the area, and supports safety to firefighting efforts \_\_\_\_\_**

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**Duration Of The Project: \_\_\_\_\_**

**Anticipated Cost of Project (itemize): See Exhibit #4**

- **Review And Consultation Costs: \_\_\_\_\_**
- **Engineering Costs: \_\_\_\_\_**

- **Contract Preparation And Administration Costs:** \_\_\_\_\_
- **Materials And Supplies:** \_\_\_\_\_
- **Monitoring:** \_\_\_\_\_
- **Other Costs: Labor** \_\_\_\_\_
- \_\_\_\_\_
- **Indirect Costs (overhead):** \_\_\_\_\_

**TOTAL COST ESTIMATE:** **\$ 10,472.89**  
**Estimated Start Date Of Project:** August 1, 2020 \_\_\_\_\_  
**Estimated Completion Date of Project:** September 30, 2020 \_\_\_\_\_

**Is This A Multi-Year Funding Request?** [ ] Yes [ X] No (if yes, display by fiscal year)

**FY02 Request:** \_\_\_\_\_ **FY03 Request:** \_\_\_\_\_ **FY14 Request:** \_\_\_\_\_  
**FY05 Request:** \_\_\_\_\_ **FY06 Request:** \_\_\_\_\_

**Identify Source(s) Of Other Funding For Project:** Wasco County General Fund, USFS contract with Sheriff's Office (expended no \$ available for project) \_\_\_\_\_  
 \_\_\_\_\_

**Project Accomplishments / Expected Outcomes:** Fire resolved/extinguished, protected structures, residents, natural resources. \_\_\_\_\_

**How Is Project In The Public Interest?** Safety to residents and firefighting efforts \_\_\_\_\_  
 \_\_\_\_\_

**Will Project Create a Product Or Benefit To The Federal Resource?** Preserves timber and recreation \_\_\_\_\_  
 \_\_\_\_\_

**Monitoring And Reporting Plan To Measure Outcome (what measure or evaluation will be made to determine how well the proposed project meets the desired objectives):** Extinguish fire, residents return home, USFS to reopen to public use. \_\_\_\_\_  
 \_\_\_\_\_

**Other Comments:** Supporting documents attached. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Submitted To Wasco County By:** Chief Deputy Scott Williams  
 \_\_\_\_\_

**Address:** 511 Washington St. suite 102 The Dalles, OR Telephone: 541-506-2580

**Date:** 02/02/2021



### Project Expense Transaction Detail Report

Wasco County

9/1/2020 through 9/30/2020

*Sept 2020*

Project Number 16045 **WHITE RIVER FIRE - USFS LE**

Date	Reference	Description	Account #	Labor	Benefits	Hours	Materials	Other
9/15/2020	101	Benefits/Contributions 4777 MATTHEW KLEBES	E 101.17.5121.51705		1.81 1.81			
9/15/2020	101	Benefits/Contributions 4777 MATTHEW KLEBES	E 101.17.5121.51721		10.30 10.30			
<b>Phase Total: 0001 LABOR</b>				<b>498.83</b>	<b>127.74</b>	<b>16.50</b>	<b>0.00</b>	<b>0.00</b>
<b>Phase #</b>	<b>0002</b>	<b>OTHER PROJECT COSTS</b>						
9/10/2020	TXN00011810-1	MOLLY BS DINER - White River F 10978 BANK OF AMERICA NA	E 101.16.5126.52919					13.00
					Check: 384 9/24/2020			
9/10/2020	TXN00011827-1	STAPLES 00110486 - White 10978 BANK OF AMERICA NA	E 101.16.5126.52919					19.99
					Check: 383 9/24/2020			
9/10/2020	TXN00011851-1	SAWYER'S HARDWARE, LLC - ji 10978 BANK OF AMERICA NA	E 203.18.5260.52909					72.94
					Check: 379 9/24/2020			
<b>Phase Total: 0002 OTHER PROJECT COSTS</b>				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>105.93</b>
<b>Project Number Total: 16045 WHITE RIVER FIRE - USFS LE</b>				<b>498.83</b>	<b>127.74</b>	<b>16.50</b>	<b>0.00</b>	<b>105.93</b>
<b>GRAND TOTAL:</b>				<b>498.83</b>	<b>127.74</b>	<b>16.50</b>	<b>0.00</b>	<b>105.93</b>

*billed to Emmis*

*\$626.57*

**Sept 2020**  
Labor: \$498.83  
Benefits: \$127.74  
**TOTAL: \$626.57**

### Project Expense Transaction Detail Report

Wasco County

9/1/2020 through 9/30/2020

Project Number 16045 WHITE RIVER FIRE - USFS LE

Date	Reference	Description	Account #	Labor	Benefits	Hours	Materials	Other
<b>Phase #</b>	<b>0001</b>	<b>LABOR</b>						
9/15/2020	101	Wages	E 101.16.5131.51107	264.00		10.00		
		4699 JAY WATERBURY		264.00		10.00		
9/15/2020	101	Benefits/Contributions	E 101.16.5131.51701		3.83			
		4699 JAY WATERBURY			3.83			
9/15/2020	101	Benefits/Contributions	E 101.16.5131.51701		16.37			
		4699 JAY WATERBURY			16.37			
9/15/2020	101	Benefits/Contributions	E 101.16.5131.51705		0.10			
		4699 JAY WATERBURY			0.10			
9/15/2020	101	Benefits/Contributions	E 101.16.5131.51705		4.82			
		4699 JAY WATERBURY			4.82			
9/15/2020	101	Benefits/Contributions	E 101.16.5131.51721		43.74			
		4699 JAY WATERBURY			43.74			
9/15/2020	101	Wages	E 101.17.5113.51270	148.53		4.50		
		4193 TYCHO GRANVILLE		148.53		4.50		
9/15/2020	101	Benefits/Contributions	E 101.17.5113.51701		1.93			
		4193 TYCHO GRANVILLE			1.93			
9/15/2020	101	Benefits/Contributions	E 101.17.5113.51701		8.27			
		4193 TYCHO GRANVILLE			8.27			
9/15/2020	101	Benefits/Contributions	E 101.17.5113.51705		0.05			
		4193 TYCHO GRANVILLE			0.05			
9/15/2020	101	Benefits/Contributions	E 101.17.5113.51705		1.54			
		4193 TYCHO GRANVILLE			1.54			
9/15/2020	101	Benefits/Contributions	E 101.17.5113.51721		29.36			
		4193 TYCHO GRANVILLE			29.36			
9/15/2020	101	Wages	E 101.17.5121.51329	86.30		2.00		
		4777 MATTHEW KLEBES		86.30		2.00		
9/15/2020	101	Benefits/Contributions	E 101.17.5121.51701		1.06			
		4777 MATTHEW KLEBES			1.06			
9/15/2020	101	Benefits/Contributions	E 101.17.5121.51701		4.54			
		4777 MATTHEW KLEBES			4.54			
9/15/2020	101	Benefits/Contributions	E 101.17.5121.51705		0.02			
		4777 MATTHEW KLEBES			0.02			

### Project Expense Transaction Detail Report

Wasco County

8/1/2020 through 8/31/2020

Project Number: 16045 **WHITE RIVER FIRE - USFS LE**

*Aug 2020*

Date	Reference	Description	Account #	Labor	Benefits	Hours	Materials	Other
		4777 MATTHEW KLEBES			123.09			
8/31/2020	101	Benefits/Contributions	E 101.17.5121.51730		3.74			
		4777 MATTHEW KLEBES			3.74			
8/31/2020	101	Benefits/Contributions	E 101.17.5121.51732		2.75			
		4777 MATTHEW KLEBES			2.75			
8/31/2020	101	Benefits/Contributions	E 101.17.5121.51733		0.16			
		4777 MATTHEW KLEBES			0.16			
Phase Total: 0001		LABOR		5,862.59	3,983.53	185.50	0.00	0.00
Project Number Total: 16045		WHITE RIVER FIRE - USFS LE		5,862.59	3,983.53	185.50	0.00	0.00
GRAND TOTAL:				5,862.59	3,983.53	185.50	0.00	0.00

*89,846.12*

August 2020  
Labor: \$5,862.59  
Benefits: \$3,983.53  

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TOTAL: \$9,846.12

Project Expense Transaction Detail Report

Wasco County

8/1/2020 through 8/31/2020

Project Number: 16045 WHITE RIVER FIRE - USFS LE

Date	Reference	Description	Account #	Labor	Benefits	Hours	Materials	Other
		4193 TYCHO GRANVILLE			0.40			
		4369 JAIME RATHMELL			0.15			
8/31/2020	101	Benefits/Contributions	E 101.17.5113.51705		16.70			
		4193 TYCHO GRANVILLE			12.48			
		4369 JAIME RATHMELL			4.22			
8/31/2020	101	Benefits/Contributions	E 101.17.5113.51721		318.72			
		4193 TYCHO GRANVILLE			238.18			
		4369 JAIME RATHMELL			80.54			
8/31/2020	101	Benefits/Contributions	E 101.17.5113.51729		690.05			
		4193 TYCHO GRANVILLE			556.01			
		4369 JAIME RATHMELL			134.04			
8/31/2020	101	Benefits/Contributions	E 101.17.5113.51730		31.47			
		4193 TYCHO GRANVILLE			22.75			
		4369 JAIME RATHMELL			8.72			
8/31/2020	101	Benefits/Contributions	E 101.17.5113.51732		17.09			
		4193 TYCHO GRANVILLE			12.77			
		4369 JAIME RATHMELL			4.32			
8/31/2020	101	Benefits/Contributions	E 101.17.5113.51733		1.38			
		4193 TYCHO GRANVILLE			1.00			
		4369 JAIME RATHMELL			0.38			
8/31/2020	101	Wages	E 101.17.5121.51329	258.90		6.00		
		4777 MATTHEW KLEBES		258.90		6.00		
8/31/2020	101	Benefits/Contributions	E 101.17.5121.51701		3.18			
		4777 MATTHEW KLEBES			3.18			
8/31/2020	101	Benefits/Contributions	E 101.17.5121.51701		13.60			
		4777 MATTHEW KLEBES			13.60			
8/31/2020	101	Benefits/Contributions	E 101.17.5121.51705		0.07			
		4777 MATTHEW KLEBES			0.07			
8/31/2020	101	Benefits/Contributions	E 101.17.5121.51705		5.42			
		4777 MATTHEW KLEBES			5.42			
8/31/2020	101	Benefits/Contributions	E 101.17.5121.51721		30.91			
		4777 MATTHEW KLEBES			30.91			
8/31/2020	101	Benefits/Contributions	E 101.17.5121.51729		123.09			

9/17/2020 11:02AM

Wasco County

8/1/2020 through 8/31/2020

Project Number 16045 WHITE RIVER FIRE - USFS LE

Date	Reference	Description	Account #	Labor	Benefits	Hours	Materials	Other
		4685 KATELYN BAILEY			0.91			
		4757 KIRSTIN LEROUE			0.17			
		4602 MARK SCOTT			0.17			
		4608 JESSE SHIRLEY			0.35			
		4684 MATTHEW TUIA			0.45			
		4775 KYLE VERACRUZ			1.17			
		4478 CURTIS WARD JR			0.10			
8/31/2020	101	Benefits/Contributions	E 101.16.5131.51732		8.06			
		4546 JEFFREY HALL			1.30			
		4394 SCOTT WILLIAMS			6.76			
8/31/2020	101	Benefits/Contributions	E 101.16.5131.51733		4.45			
		4685 KATELYN BAILEY			0.95			
		4546 JEFFREY HALL			0.18			
		4757 KIRSTIN LEROUE			0.18			
		4602 MARK SCOTT			0.17			
		4608 JESSE SHIRLEY			0.36			
		4684 MATTHEW TUIA			0.47			
		4775 KYLE VERACRUZ			1.22			
		4478 CURTIS WARD JR			0.10			
		4394 SCOTT WILLIAMS			0.82			
8/31/2020	101	Wages	E 101.17.5113.51270	1,204.74		36.50		
		4193 TYCHO GRANVILLE		1,204.74		36.50 ✓		
8/31/2020	101	Wages	E 101.17.5113.51271	407.41		14.00		
		4369 JAIME RATHMELL		407.41		14.00 ✓		
8/31/2020	101	Benefits/Contributions	E 101.17.5113.51701		21.59			
		4193 TYCHO GRANVILLE			15.68			
		4369 JAIME RATHMELL			5.91			
8/31/2020	101	Benefits/Contributions	E 101.17.5113.51701		92.31			
		4193 TYCHO GRANVILLE			67.05			
		4369 JAIME RATHMELL			25.26			
8/31/2020	101	Benefits/Contributions	E 101.17.5113.51705		0.55			

Project Expense Transaction Detail Report

Wasco County

8/1/2020 through 8/31/2020

Project Number 16045 WHITE RIVER FIRE - USFS LE

Date	Reference	Description	Account #	Labor	Benefits	Hours	Materials	Other
		4685 KATELYN BAILEY			153.05			
		4546 JEFFREY HALL			28.18			
		4757 KIRSTIN LEROUE			23.55			
		4602 MARK SCOTT			26.63			
		4608 JESSE SHIRLEY			55.62			
		4684 MATTHEW TUIA			72.07			
		4775 KYLE VERACRUZ			156.86			
		4478 CURTIS WARD JR			13.32			
		4699 JAY WATERBURY			91.87			
		4394 SCOTT WILLIAMS			105.68			
8/31/2020	101	Benefits/Contributions	E 101.16.5131.51729		1,068.97			
		4685 KATELYN BAILEY			141.64			
		4546 JEFFREY HALL			26.71			
		4757 KIRSTIN LEROUE			26.86			
		4602 MARK SCOTT			74.22			
		4608 JESSE SHIRLEY			54.31			
		4684 MATTHEW TUIA			173.23			
		4775 KYLE VERACRUZ			385.75			
		4478 CURTIS WARD JR			42.63			
		4394 SCOTT WILLIAMS			143.62			
8/31/2020	101	Benefits/Contributions	E 101.16.5131.51730		50.87			
		4685 KATELYN BAILEY			10.84			
		4546 JEFFREY HALL			2.05			
		4757 KIRSTIN LEROUE			2.06			
		4602 MARK SCOTT			1.99			
		4608 JESSE SHIRLEY			4.16			
		4684 MATTHEW TUIA			5.36			
		4775 KYLE VERACRUZ			13.92			
		4478 CURTIS WARD JR			1.14			
		4394 SCOTT WILLIAMS			9.35			
8/31/2020	101	Benefits/Contributions	E 101.16.5131.51731		3.32			

9/17/2020 11:02AM

Wasco County

8/1/2020 through 8/31/2020

Project Number 16045 WHITE RIVER FIRE - USFS LE

Date	Reference	Description	Account #	Labor	Benefits	Hours	Materials	Other
		4685 KATELYN BAILEY			0.27			
		4546 JEFFREY HALL			0.04			
		4757 KIRSTIN LEROUE			0.05			
		4602 MARK SCOTT			0.04			
		4608 JESSE SHIRLEY			0.09			
		4684 MATTHEW TUIA			0.10			
		4775 KYLE VERACRUZ			0.28			
		4478 CURTIS WARD JR			0.01			
		4699 JAY WATERBURY			0.22			
		4394 SCOTT WILLIAMS			0.18			
8/31/2020	101	Benefits/Contributions	E 101.16.5131.51705		57.02			
		4685 KATELYN BAILEY			0.61			
		4546 JEFFREY HALL			2.44			
		4757 KIRSTIN LEROUE			2.11			
		4602 MARK SCOTT			2.07			
		4608 JESSE SHIRLEY			4.78			
		4684 MATTHEW TUIA			6.45			
		4775 KYLE VERACRUZ			13.75			
		4478 CURTIS WARD JR			1.19			
		4699 JAY WATERBURY			10.74			
		4394 SCOTT WILLIAMS			12.88			
8/31/2020	101	Benefits/Contributions	E 101.16.5131.51721		726.83			

Project Expense Transaction Detail Report

Wasco County

8/1/2020 through 8/31/2020

Project Number 16045 WHITE RIVER FIRE - USFS LE

Date	Reference	Description	Account #	Labor	Benefits	Hours	Materials	Other
8/31/2020	101	Wages	E 101.16.5131.51107	396.00		15.00		
		4699 JAY WATERBURY ✓		396.00		15.00		
8/31/2020	101	Wages	E 101.16.5131.51602	721.69		17.50		
		4685 KATELYN BAILEY		156.48		4.00 ✓		
		4608 JESSE SHIRLEY		246.43		5.50 ✓		
		4775 KYLE VERACRUZ		160.38		4.00 ✓		
		4699 JAY WATERBURY		158.40		4.00 ✓		
8/31/2020	101	Benefits/Contributions	E 101.16.5131.51701		49.83			
		4685 KATELYN BAILEY			9.65			
		4546 JEFFREY HALL			1.76			
		4757 KIRSTIN LEROUE			1.48			
		4602 MARK SCOTT			1.58			
		4608 JESSE SHIRLEY			3.50			
		4684 MATTHEW TUIA			4.31			
		4775 KYLE VERACRUZ			9.51			
		4478 CURTIS WARD JR			0.75			
		4699 JAY WATERBURY			8.04			
		4394 SCOTT WILLIAMS			9.25			
8/31/2020	101	Benefits/Contributions	E 101.16.5131.51701		213.01			
		4685 KATELYN BAILEY			41.26			
		4546 JEFFREY HALL			7.51			
		4757 KIRSTIN LEROUE			6.32			
		4602 MARK SCOTT			6.74			
		4608 JESSE SHIRLEY			14.98			
		4684 MATTHEW TUIA			18.44			
		4775 KYLE VERACRUZ			40.65			
		4478 CURTIS WARD JR			3.20			
		4699 JAY WATERBURY			34.37			
		4394 SCOTT WILLIAMS			39.54			
8/31/2020	101	Benefits/Contributions	E 101.16.5131.51705		1.28			

Project Expense Transaction Detail Report

Wasco County

8/1/2020 through 8/31/2020

Project Number 16045 WHITE RIVER FIRE - USFS LE

Date	Reference	Description	Account #	Labor	Benefits	Hours	Materials	Other
Phase #	0001	LABOR						
8/31/2020	101	Wages	E 101.16.5130.51109	454.41		17.00		
		4741 NOLAN RANDALL		454.41		17.00		
8/31/2020	101	Benefits/Contributions	E 101.16.5130.51701		6.19			
		4741 NOLAN RANDALL			6.19			
8/31/2020	101	Benefits/Contributions	E 101.16.5130.51701		26.46			
		4741 NOLAN RANDALL			26.46			
8/31/2020	101	Benefits/Contributions	E 101.16.5130.51705		0.17			
		4741 NOLAN RANDALL			0.17			
8/31/2020	101	Benefits/Contributions	E 101.16.5130.51705		8.15			
		4741 NOLAN RANDALL			8.15			
8/31/2020	101	Benefits/Contributions	E 101.16.5130.51721		102.57			
		4741 NOLAN RANDALL			102.57			
8/31/2020	101	Benefits/Contributions	E 101.16.5130.51729		272.06			
		4741 NOLAN RANDALL			272.06			
8/31/2020	101	Benefits/Contributions	E 101.16.5130.51730		9.82			
		4741 NOLAN RANDALL			9.82			
8/31/2020	101	Benefits/Contributions	E 101.16.5130.51731		0.83			
		4741 NOLAN RANDALL			0.83			
8/31/2020	101	Benefits/Contributions	E 101.16.5130.51733		0.86			
		4741 NOLAN RANDALL			0.86			
8/31/2020	101	Wages	E 101.16.5131.51101	637.77		16.00		
		4394 SCOTT WILLIAMS		637.77		16.00		
8/31/2020	101	Wages	E 101.16.5131.51103	444.15		13.50		
		4546 JEFFREY HALL		124.85		3.50		
		4684 MATTHEW TUIA		319.30		10.00		
8/31/2020	101	Wages	E 101.16.5131.51104	1,337.52		50.00		
		4685 KATELYN BAILEY		521.60		20.00		
		4757 KIRSTIN LEROUE		104.32		4.00		
		4602 MARK SCOTT		118.00		4.00		
		4775 KYLE VERACRUZ		534.60		20.00		
		4478 CURTIS WARD JR		59.00		2.00		

Name **WATERBURY, JAY B**  
 Title/Pos# **RESERVE DEPUTY (DLU6-02)**  
 Home Dept. **16**  
 Pay Period **08/16/2020 - 08/31/2020**

Emp. No. **4699**  
 Company Name **COUNTY OF WASCO**  
 Total Logged Hours **46.50**

<b>08/16/20 - Sunday</b>		Scheduled Hours: <b>0</b> / Logged Hours: <b>0.00</b>	
<b>08/17/20 - Monday</b>		Scheduled Hours: <b>1.6</b> / Logged Hours: <b>0.00</b>	
<b>08/18/20 - Tuesday</b>		Scheduled Hours: <b>1.6</b> / Logged Hours: <b>0.00</b>	
<b>08/19/20 - Wednesday</b>		Scheduled Hours: <b>1.6</b> / Logged Hours: <b>12.50</b>	
Hour Type	Hours	Type	Project #
REGULAR HOURS	2.5	-	-
Days	Weeks	Seq.	Shift
		A	
Grade Step FMLA			
N			
Note Sevenmile Hill fire			
Hour Type	Hours	Type	Account #
REGULAR HOURS	10	E	16042-1631 - FY 2020 FOREST PATROL OPERATING PLAN EMPLOYEE 1-
Days	Weeks	Seq.	Shift
		A	
Grade Step FMLA			
N			
Type Account #			
E -			
<b>08/20/20 - Thursday</b>		Scheduled Hours: <b>1.6</b> / Logged Hours: <b>10.00</b>	
Hour Type	Hours	Type	Project #
REGULAR HOURS	10	-	-
Days	Weeks	Seq.	Shift
		A	
Grade Step FMLA			
N			
Note White River Fire			
<b>08/21/20 - Friday</b>		Scheduled Hours: <b>1.6</b> / Logged Hours: <b>0.00</b>	
<b>08/22/20 - Saturday</b>		Scheduled Hours: <b>0</b> / Logged Hours: <b>0.00</b>	
<b>08/23/20 - Sunday</b>		Scheduled Hours: <b>0</b> / Logged Hours: <b>0.00</b>	
<b>08/24/20 - Monday</b>		Scheduled Hours: <b>1.6</b> / Logged Hours: <b>0.00</b>	
<b>08/25/20 - Tuesday</b>		Scheduled Hours: <b>1.6</b> / Logged Hours: <b>0.00</b>	
<b>08/26/20 - Wednesday</b>		Scheduled Hours: <b>1.6</b> / Logged Hours: <b>10.00</b>	
Hour Type	Hours	Type	Project #
REGULAR HOURS	5	E	16042-1631 - FY 2020 FOREST PATROL OPERATING PLAN EMPLOYEE 1-
Days	Weeks	Seq.	Shift
		A	
Grade Step FMLA			
N			
Type Account #			
E -			
Hour Type	Hours	Type	Account #
REGULAR HOURS	5	E	16045-0001 - WHITE RIVER FIRE - USFS LE LABOR-
Days	Weeks	Seq.	Shift
		A	
Grade Step FMLA			
N			
Type Account #			
E -			
Note White River Fire			
<b>08/27/20 - Thursday</b>		Scheduled Hours: <b>1.6</b> / Logged Hours: <b>14.00</b>	
Hour Type	Hours	Type	Project #
OVERTIME * 1.5	4	E	16045-0001 - WHITE RIVER FIRE - USFS LE LABOR-
Days	Weeks	Seq.	Shift
		A	
Grade Step FMLA			
N			
Type Account #			
E -			
Note White River Fire			
Hour Type	Hours	Type	Account #
REGULAR HOURS	10	E	16045-0001 - WHITE RIVER FIRE - USFS LE LABOR-
Days	Weeks	Seq.	Shift
		A	
Grade Step FMLA			
N			
Type Account #			
E -			
Note White River Fire			
<b>08/28/20 - Friday</b>		Scheduled Hours: <b>1.6</b> / Logged Hours: <b>0.00</b>	
<b>08/29/20 - Saturday</b>		Scheduled Hours: <b>0</b> / Logged Hours: <b>0.00</b>	
<b>08/30/20 - Sunday</b>		Scheduled Hours: <b>0</b> / Logged Hours: <b>0.00</b>	
<b>08/31/20 - Monday</b>		Scheduled Hours: <b>1.6</b> / Logged Hours: <b>0.00</b>	

Name **WILLIAMS, SCOTT F**  
 Title/Pos# **CHIEF DEPUTY SHERIFF (ALE1-01)**  
 Home Dept. **16**  
 Pay Period **08/16/2020 - 08/31/2020**

Emp. No. **4394**  
 Company Name **COUNTY OF WASCO**  
 Total Logged Hours **16.00**

<b>08/16/20 - Sunday</b>	Scheduled Hours: <b>0</b> / Logged Hours: <b>0.00</b>																
<b>08/17/20 - Monday</b>	Scheduled Hours: <b>8</b> / Logged Hours: <b>0.00</b>																
<b>08/18/20 - Tuesday</b>	Scheduled Hours: <b>8</b> / Logged Hours: <b>0.00</b>																
<b>08/19/20 - Wednesday</b>	Scheduled Hours: <b>8</b> / Logged Hours: <b>0.00</b>																
<b>08/20/20 - Thursday</b>	Scheduled Hours: <b>8</b> / Logged Hours: <b>0.00</b>																
<b>08/21/20 - Friday</b>	Scheduled Hours: <b>8</b> / Logged Hours: <b>0.00</b>																
<b>08/22/20 - Saturday</b>	Scheduled Hours: <b>0</b> / Logged Hours: <b>0.00</b>																
<b>08/23/20 - Sunday</b>	Scheduled Hours: <b>0</b> / Logged Hours: <b>0.00</b>																
<b>08/24/20 - Monday</b>	Scheduled Hours: <b>8</b> / Logged Hours: <b>8.00</b>																
<table border="1"> <tr> <td>Hour Type</td> <td>Hours</td> <td>Type</td> <td>Project #</td> </tr> <tr> <td>REGULAR HOURS</td> <td>8</td> <td>E</td> <td>16045-0001 - WHITE RIVER FIRE - USFS LE LABOR-</td> </tr> <tr> <td>Days Weeks Seq. Shift Grade Step FMLA</td> <td></td> <td>Type</td> <td>Account #</td> </tr> <tr> <td></td> <td></td> <td>E</td> <td>-</td> </tr> </table>	Hour Type	Hours	Type	Project #	REGULAR HOURS	8	E	16045-0001 - WHITE RIVER FIRE - USFS LE LABOR-	Days Weeks Seq. Shift Grade Step FMLA		Type	Account #			E	-	
Hour Type	Hours	Type	Project #														
REGULAR HOURS	8	E	16045-0001 - WHITE RIVER FIRE - USFS LE LABOR-														
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #														
		E	-														
<b>08/25/20 - Tuesday</b>	Scheduled Hours: <b>8</b> / Logged Hours: <b>4.00</b>																
<table border="1"> <tr> <td>Hour Type</td> <td>Hours</td> <td>Type</td> <td>Project #</td> </tr> <tr> <td>REGULAR HOURS</td> <td>4</td> <td>E</td> <td>16045-0001 - WHITE RIVER FIRE - USFS LE LABOR-</td> </tr> <tr> <td>Days Weeks Seq. Shift Grade Step FMLA</td> <td></td> <td>Type</td> <td>Account #</td> </tr> <tr> <td></td> <td></td> <td>E</td> <td>-</td> </tr> </table>	Hour Type	Hours	Type	Project #	REGULAR HOURS	4	E	16045-0001 - WHITE RIVER FIRE - USFS LE LABOR-	Days Weeks Seq. Shift Grade Step FMLA		Type	Account #			E	-	
Hour Type	Hours	Type	Project #														
REGULAR HOURS	4	E	16045-0001 - WHITE RIVER FIRE - USFS LE LABOR-														
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #														
		E	-														
<b>08/26/20 - Wednesday</b>	Scheduled Hours: <b>8</b> / Logged Hours: <b>0.00</b>																
<b>08/27/20 - Thursday</b>	Scheduled Hours: <b>8</b> / Logged Hours: <b>0.00</b>																
<b>08/28/20 - Friday</b>	Scheduled Hours: <b>8</b> / Logged Hours: <b>4.00</b>																
<table border="1"> <tr> <td>Hour Type</td> <td>Hours</td> <td>Type</td> <td>Project #</td> </tr> <tr> <td>REGULAR HOURS</td> <td>4</td> <td>E</td> <td>16045-0001 - WHITE RIVER FIRE - USFS LE LABOR-</td> </tr> <tr> <td>Days Weeks Seq. Shift Grade Step FMLA</td> <td></td> <td>Type</td> <td>Account #</td> </tr> <tr> <td></td> <td></td> <td>E</td> <td>-</td> </tr> </table>	Hour Type	Hours	Type	Project #	REGULAR HOURS	4	E	16045-0001 - WHITE RIVER FIRE - USFS LE LABOR-	Days Weeks Seq. Shift Grade Step FMLA		Type	Account #			E	-	
Hour Type	Hours	Type	Project #														
REGULAR HOURS	4	E	16045-0001 - WHITE RIVER FIRE - USFS LE LABOR-														
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #														
		E	-														
<b>08/29/20 - Saturday</b>	Scheduled Hours: <b>0</b> / Logged Hours: <b>0.00</b>																
<b>08/30/20 - Sunday</b>	Scheduled Hours: <b>0</b> / Logged Hours: <b>0.00</b>																
<b>08/31/20 - Monday</b>	Scheduled Hours: <b>8</b> / Logged Hours: <b>0.00</b>																

Employee Signature: \_\_\_\_\_

Name **WILLIAMS, TYLER**  
 Title/Pos# **DEPUTY SHERIFF (DLU1-03)**  
 Home Dept. **16**  
 Pay Period **08/16/2020 - 08/31/2020**

Emp. No. **4754**  
 Company Name **COUNTY OF WASCO**  
 Total Logged Hours **82.00**

<b>08/16/20 - Sunday</b>										Scheduled Hours: <b>0</b> / Logged Hours: <b>0.00</b>	
<b>08/17/20 - Monday</b>										Scheduled Hours: <b>8</b> / Logged Hours: <b>0.00</b>	
<b>08/18/20 - Tuesday</b>										Scheduled Hours: <b>8</b> / Logged Hours: <b>10.00</b>	
Hour Type									Hours	Type	Project #
REGULAR HOURS									10	-	
Days	Weeks	Seq.	Shift	Grade	Step	FMLA		Type	Account #		
		A				N		E	-		
<b>08/19/20 - Wednesday</b>										Scheduled Hours: <b>8</b> / Logged Hours: <b>11.00</b>	
Hour Type									Hours	Type	Project #
COMP EARNED * 1.5									1	-	
Days	Weeks	Seq.	Shift	Grade	Step	FMLA		Type	Account #		
		A				N		E	-		
REGULAR HOURS									10	-	
Days	Weeks	Seq.	Shift	Grade	Step	FMLA		Type	Account #		
		A				N		E	-		
<b>08/20/20 - Thursday</b>										Scheduled Hours: <b>8</b> / Logged Hours: <b>10.00</b>	
Hour Type									Hours	Type	Project #
REGULAR HOURS									10	-	
Days	Weeks	Seq.	Shift	Grade	Step	FMLA		Type	Account #		
		A				N		E	-		
<b>08/21/20 - Friday</b>										Scheduled Hours: <b>8</b> / Logged Hours: <b>10.00</b>	
Hour Type									Hours	Type	Project #
REGULAR HOURS									10	-	
Days	Weeks	Seq.	Shift	Grade	Step	FMLA		Type	Account #		
		A				N		E	-		
<b>08/22/20 - Saturday</b>										Scheduled Hours: <b>0</b> / Logged Hours: <b>0.00</b>	
<b>08/23/20 - Sunday</b>										Scheduled Hours: <b>0</b> / Logged Hours: <b>0.00</b>	
<b>08/24/20 - Monday</b>										Scheduled Hours: <b>8</b> / Logged Hours: <b>0.00</b>	
<b>08/25/20 - Tuesday</b>										Scheduled Hours: <b>8</b> / Logged Hours: <b>10.00</b>	
Hour Type									Hours	Type	Project #
REGULAR HOURS									10	-	
Days	Weeks	Seq.	Shift	Grade	Step	FMLA		Type	Account #		
		A				N		E	-		
<b>08/26/20 - Wednesday</b>										Scheduled Hours: <b>8</b> / Logged Hours: <b>10.00</b>	
Hour Type									Hours	Type	Project #
REGULAR HOURS									10	-	
Days	Weeks	Seq.	Shift	Grade	Step	FMLA		Type	Account #		
		A				N		E	-		
<b>08/27/20 - Thursday</b>										Scheduled Hours: <b>8</b> / Logged Hours: <b>11.00</b>	
Hour Type									Hours	Type	Project #
COMP EARNED * 1.5									1	E	<b>16045-0001 - WHITE RIVER FIRE - USFS LE LABOR-</b>
Days	Weeks	Seq.	Shift	Grade	Step	FMLA		Type	Account #		
		A				N		E	-		
Note <b>White river fire</b>											
REGULAR HOURS									10	-	
Days	Weeks	Seq.	Shift	Grade	Step	FMLA		Type	Account #		
		A				N		E	-		
<b>08/28/20 - Friday</b>										Scheduled Hours: <b>8</b> / Logged Hours: <b>10.00</b>	
Hour Type									Hours	Type	Project #

REGULAR HOURS							10	-	
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #	
		A				N	E	-	

**08/29/20 - Saturday**

Scheduled Hours: **0** / Logged Hours: **0.00**

**08/30/20 - Sunday**

Scheduled Hours: **0** / Logged Hours: **0.00**

**08/31/20 - Monday**

Scheduled Hours: **8** / Logged Hours: **0.00**

Employee Signature: \_\_\_\_\_

Name **BAILEY, KATELYN R**  
 Title/Pos# **DEPUTY SHERIFF (DLU1-01)**  
 Home Dept. **16**  
 Pay Period **08/16/2020 - 08/31/2020**

Emp. No. **4685**  
 Company Name **COUNTY OF WASCO**  
 Total Logged Hours **123.50**

**08/16/20 - Sunday** Scheduled Hours: **0** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	10	E	16044-0001 - MOSIER CREEK FIRE 2020 LABOR
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/17/20 - Monday** Scheduled Hours: **8** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	10		-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/18/20 - Tuesday** Scheduled Hours: **8** / Logged Hours: **18.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	18		-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/19/20 - Wednesday** Scheduled Hours: **8** / Logged Hours: **2.00**

Hour Type	Hours	Type	Project #
OVERTIME * 1.5	2		-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

Note sevenmile fire evacs -- paid

**08/20/20 - Thursday** Scheduled Hours: **8** / Logged Hours: **0.00**

**08/21/20 - Friday** Scheduled Hours: **8** / Logged Hours: **0.00**

**08/22/20 - Saturday** Scheduled Hours: **0** / Logged Hours: **12.50**

Hour Type	Hours	Type	Project #
OVERTIME * 1.5	2.5		-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

Note S200527 -- DUII Jasiukonis -- paid

Hour Type	Hours	Type	Project #
REGULAR HOURS	10		-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/23/20 - Sunday** Scheduled Hours: **0** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	10		-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/24/20 - Monday** Scheduled Hours: **8** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	10		-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/25/20 - Tuesday** Scheduled Hours: **8** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	10		-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/26/20 - Wednesday** Scheduled Hours: **8** / Logged Hours: **0.00**

**08/27/20 - Thursday** Scheduled Hours: **8** / Logged Hours: **5.00**

Hour Type	Hours	Type	Project #

OVERTIME * 1.5							5	-
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #
		A				N	E	-
Note transport steven troy lee williams -- paid								

**08/28/20 - Friday**

Scheduled Hours: 8 / Logged Hours: 2.00

Hour Type							Hours	Type	Project #
OVERTIME * 1.5							2	E	-
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #	
		A				N	E	-	
Note grand jury s200336 -- paid									

**08/29/20 - Saturday**

Scheduled Hours: 0 / Logged Hours: 14.00

Hour Type							Hours	Type	Project #
OVERTIME * 1.5							4	E	16045-0001 - WHITE RIVER FIRE - USFS LE LABOR-
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #	
		A				N	E	-	
Note white river fire evacs -- paid									
REGULAR HOURS							10	E	16045-0001 - WHITE RIVER FIRE - USFS LE LABOR-
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #	
		A				N	E	-	

**08/30/20 - Sunday**

Scheduled Hours: 0 / Logged Hours: 10.00

Hour Type							Hours	Type	Project #
REGULAR HOURS							10	E	16045-0001 - WHITE RIVER FIRE - USFS LE LABOR-
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #	
		A				N	E	-	

**08/31/20 - Monday**

Scheduled Hours: 8 / Logged Hours: 10.00

Hour Type							Hours	Type	Project #
REGULAR HOURS							10	E	-
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #	
		A				N	E	-	

Employee Signature: \_\_\_\_\_

*Katelyn Bailey*

Name **LEROUE, KIRSTIN R**  
 Title/Pos# **DEPUTY SHERIFF (DLU1-13)**  
 Home Dept. **16**  
 Pay Period **08/16/2020 - 08/31/2020**

Emp. No. **4757**  
 Company Name **COUNTY OF WASCO**  
 Total Logged Hours **102.25**

**08/16/20 - Sunday** Scheduled Hours: **0** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	10	-	
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/17/20 - Monday** Scheduled Hours: **8** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	10	-	
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/18/20 - Tuesday** Scheduled Hours: **8** / Logged Hours: **0.00**

**08/19/20 - Wednesday** Scheduled Hours: **8** / Logged Hours: **0.00**

**08/20/20 - Thursday** Scheduled Hours: **8** / Logged Hours: **0.00**

**08/21/20 - Friday** Scheduled Hours: **8** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	10	-	
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/22/20 - Saturday** Scheduled Hours: **0** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	10	-	
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/23/20 - Sunday** Scheduled Hours: **0** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	10	-	
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/24/20 - Monday** Scheduled Hours: **8** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	10	-	
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/25/20 - Tuesday** Scheduled Hours: **8** / Logged Hours: **0.00**

**08/26/20 - Wednesday** Scheduled Hours: **8** / Logged Hours: **0.00**

**08/27/20 - Thursday** Scheduled Hours: **8** / Logged Hours: **0.00**

**08/28/20 - Friday** Scheduled Hours: **8** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	10	-	
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/29/20 - Saturday** Scheduled Hours: **0** / Logged Hours: **12.25**

Hour Type	Hours	Type	Project #
COMP EARNED * 1.5	2.25	-	
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-
REGULAR HOURS	4	E	16045-0001 - WHITE RIVER FIRE - USFS LE LABOR-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

Name **HALL, JEFFREY C**  
 Title/Pos# **SERGEANT (CLE2-04)**  
 Home Dept. **16**  
 Pay Period **08/16/2020 - 08/31/2020**

Emp. No. **4546**  
 Company Name **COUNTY OF WASCO**  
 Total Logged Hours **88.00**

**08/16/20 - Sunday** Scheduled Hours: **0** / Logged Hours: **0.00**

**08/17/20 - Monday** Scheduled Hours: **8** / Logged Hours: **8.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	4	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-
SICK USED	4	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/18/20 - Tuesday** Scheduled Hours: **8** / Logged Hours: **7.00**

Hour Type	Hours	Type	Project #
VACATION USED - AWARDED	3	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-
REGULAR HOURS	4	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/19/20 - Wednesday** Scheduled Hours: **8** / Logged Hours: **11.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	11	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/20/20 - Thursday** Scheduled Hours: **8** / Logged Hours: **8.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	8	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/21/20 - Friday** Scheduled Hours: **8** / Logged Hours: **6.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	6	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/22/20 - Saturday** Scheduled Hours: **0** / Logged Hours: **0.00**

**08/23/20 - Sunday** Scheduled Hours: **0** / Logged Hours: **0.00**

**08/24/20 - Monday** Scheduled Hours: **8** / Logged Hours: **11.50**

Hour Type	Hours	Type	Project #
REGULAR HOURS	3.5	E	16045-0001 - WHITE RIVER FIRE - USFS LE LABOR-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-
REGULAR HOURS	8	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/25/20 - Tuesday** Scheduled Hours: **8** / Logged Hours: **9.50**

Hour Type	Hours	Type	Project #
REGULAR HOURS	9.5	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/26/20 - Wednesday** Scheduled Hours: **8** / Logged Hours: **10.50**

Hour Type	Hours	Type	Project #
REGULAR HOURS	10.5	-	-

Name	RANDALL, NOLAN R
Title/Pos#	DEPUTY SHERIFF (DLU1-09)
Home Dept.	16
Pay Period	08/16/2020 - 08/31/2020

Emp. No.	4741
Company Name	COUNTY OF WASCO
Total Logged Hours	90.00

**08/16/20 - Sunday** Scheduled Hours: 0 / Logged Hours: 10.00

Hour Type	Hours	Type	Project #
COMP EARNED * 1.5	1	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-
REGULAR HOURS	9	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/17/20 - Monday** Scheduled Hours: 8 / Logged Hours: 0.00

**08/18/20 - Tuesday** Scheduled Hours: 8 / Logged Hours: 0.00

**08/19/20 - Wednesday** Scheduled Hours: 8 / Logged Hours: 0.00

**08/20/20 - Thursday** Scheduled Hours: 8 / Logged Hours: 10.00

Hour Type	Hours	Type	Project #
REGULAR HOURS	10	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/21/20 - Friday** Scheduled Hours: 8 / Logged Hours: 10.00

Hour Type	Hours	Type	Project #
REGULAR HOURS	10	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/22/20 - Saturday** Scheduled Hours: 0 / Logged Hours: 10.00

Hour Type	Hours	Type	Project #
REGULAR HOURS	10	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/23/20 - Sunday** Scheduled Hours: 0 / Logged Hours: 10.00

Hour Type	Hours	Type	Project #
REGULAR HOURS	10	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/24/20 - Monday** Scheduled Hours: 8 / Logged Hours: 0.00

**08/25/20 - Tuesday** Scheduled Hours: 8 / Logged Hours: 0.00

**08/26/20 - Wednesday** Scheduled Hours: 8 / Logged Hours: 0.00

**08/27/20 - Thursday** Scheduled Hours: 8 / Logged Hours: 10.00

Hour Type	Hours	Type	Project #
REGULAR HOURS	5	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-
REGULAR HOURS	5	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/28/20 - Friday** Scheduled Hours: 8 / Logged Hours: 10.00

Hour Type	Hours	Type	Project #
REGULAR HOURS	3	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-
REGULAR HOURS	7	E	16045-0001 - WHITE RIVER FIRE - USFS LE LABOR-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #

| | A | | | | N | E | -

**08/29/20 - Saturday**

Scheduled Hours: 0 / Logged Hours: 10.00

Hour Type	Hours	Type	Project #					
REGULAR HOURS	10	E	16045-0001 - WHITE RIVER FIRE - USFS LE LABOR-					
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #
		A				N	E	-

**08/30/20 - Sunday**

Scheduled Hours: 0 / Logged Hours: 10.00

Hour Type	Hours	Type	Project #					
VACATION USED - ACCRUED	10	-	-					
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #
		A				N	E	-

**08/31/20 - Monday**

Scheduled Hours: 8 / Logged Hours: 0.00

Employee Signature: \_\_\_\_\_

Name **SCOTT, MARK C**  
 Title/Pos# **DEPUTY SHERIFF (DLU1-12)**  
 Home Dept. **16**  
 Pay Period **08/16/2020 - 08/31/2020**

Emp. No. **4602**  
 Company Name **COUNTY OF WASCO**  
 Total Logged Hours **102.25**

**08/16/20 - Sunday** Scheduled Hours: 0 / Logged Hours: 10.00

Hour Type	Hours	Type	Project #
REGULAR HOURS	10		-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/17/20 - Monday** Scheduled Hours: 8 / Logged Hours: 10.00

Hour Type	Hours	Type	Project #
VACATION USED - ACCRUED	2.5		-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-
REGULAR HOURS	7.5		-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/18/20 - Tuesday** Scheduled Hours: 8 / Logged Hours: 10.00

Hour Type	Hours	Type	Project #
REGULAR HOURS	10		-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/19/20 - Wednesday** Scheduled Hours: 8 / Logged Hours: 0.00

**08/20/20 - Thursday** Scheduled Hours: 8 / Logged Hours: 0.00

**08/21/20 - Friday** Scheduled Hours: 8 / Logged Hours: 0.00

**08/22/20 - Saturday** Scheduled Hours: 0 / Logged Hours: 10.00

Hour Type	Hours	Type	Project #
VACATION USED - ACCRUED	10		-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/23/20 - Sunday** Scheduled Hours: 0 / Logged Hours: 10.00

Hour Type	Hours	Type	Project #
REGULAR HOURS	10		-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/24/20 - Monday** Scheduled Hours: 8 / Logged Hours: 10.00

Hour Type	Hours	Type	Project #
REGULAR HOURS	10		-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/25/20 - Tuesday** Scheduled Hours: 8 / Logged Hours: 10.00

Hour Type	Hours	Type	Project #
REGULAR HOURS	10		-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/26/20 - Wednesday** Scheduled Hours: 8 / Logged Hours: 0.00

**08/27/20 - Thursday** Scheduled Hours: 8 / Logged Hours: 0.00

**08/28/20 - Friday** Scheduled Hours: 8 / Logged Hours: 0.00

**08/29/20 - Saturday** Scheduled Hours: 0 / Logged Hours: 12.25

Hour Type	Hours	Type	Project #
OVERTIME * 1.5	2.25		-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

REGULAR HOURS							4	E	16045-0001 - WHITE RIVER FIRE - USFS LE LABOR-
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #	
		A				N	E	-	
Note Wild Fire									

REGULAR HOURS							6		-
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #	
		A				N	E	-	

08/30/20 - Sunday

Scheduled Hours: 0 / Logged Hours: 10.00

Hour Type	Hours	Type	Project #					
REGULAR HOURS	10		-					
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #
		A				N	E	-

08/31/20 - Monday

Scheduled Hours: 8 / Logged Hours: 10.00

Hour Type	Hours	Type	Project #					
REGULAR HOURS	10		-					
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #
		A				N	E	-

Employee Signature: \_\_\_\_\_

Mark Scott

Name **SHIRLEY, JESSE S**  
 Title/Pos# **DEPUTY SHERIFF (DLU1-02)**  
 Home Dept. **16**  
 Pay Period **08/16/2020 - 08/31/2020**

Emp. No. **4608**  
 Company Name **COUNTY OF WASCO**  
 Total Logged Hours **98.00**

**08/16/20 - Sunday** Scheduled Hours: **0** / Logged Hours: **0.00**

**08/17/20 - Monday** Scheduled Hours: **8** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	10	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/18/20 - Tuesday** Scheduled Hours: **8** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	10	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/19/20 - Wednesday** Scheduled Hours: **8** / Logged Hours: **12.50**

Hour Type	Hours	Type	Project #
OVERTIME * 1.5	2.5	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-
Note 7 mile fire			
REGULAR HOURS	10	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/20/20 - Thursday** Scheduled Hours: **8** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	10	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/21/20 - Friday** Scheduled Hours: **8** / Logged Hours: **0.00**

**08/22/20 - Saturday** Scheduled Hours: **0** / Logged Hours: **0.00**

**08/23/20 - Sunday** Scheduled Hours: **0** / Logged Hours: **0.00**

**08/24/20 - Monday** Scheduled Hours: **8** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	10	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/25/20 - Tuesday** Scheduled Hours: **8** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	10	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/26/20 - Wednesday** Scheduled Hours: **8** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #
REGULAR HOURS	10	-	-
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-

**08/27/20 - Thursday** Scheduled Hours: **8** / Logged Hours: **15.50**

Hour Type	Hours	Type	Project #
OVERTIME * 1.5	5.5	E	16045-0001 - WHITE RIVER FIRE - USFS LE LABOR
Days Weeks Seq. Shift Grade Step FMLA		Type	Account #
		E	-
Note White river Fire and Helicopter Crash			
REGULAR HOURS	10	-	-

Name **TUIA, MATTHEW M**  
 Title/Pos# **SERGEANT (CLE2-02)**  
 Home Dept. **16**  
 Pay Period **08/16/2020 - 08/31/2020**

Emp. No. **4684**  
 Company Name **COUNTY OF WASCO**  
 Total Logged Hours **96.00**

**08/16/20 - Sunday** Scheduled Hours: 0 / Logged Hours: 12.00

Hour Type	Hours	Type	Project #					
REGULAR HOURS	12	-	-					
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #
		A				N	E	-

**08/17/20 - Monday** Scheduled Hours: 8 / Logged Hours: 0.00

**08/18/20 - Tuesday** Scheduled Hours: 8 / Logged Hours: 0.00

**08/19/20 - Wednesday** Scheduled Hours: 8 / Logged Hours: 12.00

Hour Type	Hours	Type	Project #					
REGULAR HOURS	12	-	-					
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #
		A				N	E	-

**08/20/20 - Thursday** Scheduled Hours: 8 / Logged Hours: 12.00

Hour Type	Hours	Type	Project #					
REGULAR HOURS	12	-	-					
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #
		A				N	E	-

**08/21/20 - Friday** Scheduled Hours: 8 / Logged Hours: 0.00

**08/22/20 - Saturday** Scheduled Hours: 0 / Logged Hours: 0.00

**08/23/20 - Sunday** Scheduled Hours: 0 / Logged Hours: 0.00

**08/24/20 - Monday** Scheduled Hours: 8 / Logged Hours: 12.00

Hour Type	Hours	Type	Project #					
REGULAR HOURS	12	-	-					
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #
		A				N	E	-

**08/25/20 - Tuesday** Scheduled Hours: 8 / Logged Hours: 12.00

Hour Type	Hours	Type	Project #					
REGULAR HOURS	12	-	-					
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #
		A				N	E	-

**08/26/20 - Wednesday** Scheduled Hours: 8 / Logged Hours: 0.00

**08/27/20 - Thursday** Scheduled Hours: 8 / Logged Hours: 0.00

**08/28/20 - Friday** Scheduled Hours: 8 / Logged Hours: 12.00

Hour Type	Hours	Type	Project #					
REGULAR HOURS	12	-	-					
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #
		A				N	E	-

**08/29/20 - Saturday** Scheduled Hours: 0 / Logged Hours: 12.00

Hour Type	Hours	Type	Project #					
REGULAR HOURS	2	-	-					
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #
		A				N	E	-
REGULAR HOURS	10	E	16045-0001 - WHITE RIVER FIRE - USFS LE LABOR					
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #
		A				N	E	-
Note White River Fire								

**08/30/20 - Sunday** Scheduled Hours: 0 / Logged Hours: 12.00

Hour Type	Hours	Type	Project #
REGULAR HOURS	6	-	-

Name **VERACRUZ, KYLE A**  
 Title/Pos# **DEPUTY SHERIFF (DLU1-07)**  
 Home Dept. **16**  
 Pay Period **08/16/2020 - 08/31/2020**

Emp. No. **4775**  
 Company Name **COUNTY OF WASCO**  
 Total Logged Hours **94.00**

**08/16/20 - Sunday** Scheduled Hours: **0** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #					
REGULAR HOURS	10	-	-					
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #
		A				N	E	-

**08/17/20 - Monday** Scheduled Hours: **8** / Logged Hours: **0.00**

**08/18/20 - Tuesday** Scheduled Hours: **8** / Logged Hours: **0.00**

**08/19/20 - Wednesday** Scheduled Hours: **8** / Logged Hours: **0.00**

**08/20/20 - Thursday** Scheduled Hours: **8** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #					
REGULAR HOURS	10	-	-					
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #
		A				N	E	-

**08/21/20 - Friday** Scheduled Hours: **8** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #					
REGULAR HOURS	10	-	-					
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #
		A				N	E	-

**08/22/20 - Saturday** Scheduled Hours: **0** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #					
REGULAR HOURS	10	-	-					
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #
		A				N	E	-

**08/23/20 - Sunday** Scheduled Hours: **0** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #					
REGULAR HOURS	10	-	-					
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #
		A				N	E	-

**08/24/20 - Monday** Scheduled Hours: **8** / Logged Hours: **0.00**

**08/25/20 - Tuesday** Scheduled Hours: **8** / Logged Hours: **0.00**

**08/26/20 - Wednesday** Scheduled Hours: **8** / Logged Hours: **0.00**

**08/27/20 - Thursday** Scheduled Hours: **8** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #					
REGULAR HOURS	10	-	-					
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #
		A				N	E	-

**08/28/20 - Friday** Scheduled Hours: **8** / Logged Hours: **10.00**

Hour Type	Hours	Type	Project #					
REGULAR HOURS	10	-	-					
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #
		A				N	E	-

**08/29/20 - Saturday** Scheduled Hours: **0** / Logged Hours: **14.00**

Hour Type	Hours	Type	Project #					
OVERTIME * 1.5	4	E	16045-0001 - WHITE RIVER FIRE - USFS LE LABOR~					
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #
		A				N	E	-
REGULAR HOURS	10	E	16045-0001 - WHITE RIVER FIRE - USFS LE LABOR~					
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #
		A				N	E	-

08/30/20 - Sunday

Scheduled Hours: 0 / Logged Hours: 10.00

Hour Type							Hours	Type	Project #
REGULAR HOURS							10	E	16045-0001 - WHITE RIVER FIRE - USFS LE LABOR-
Days	Weeks	Seq.	Shift	Grade	Step	FMLA	Type	Account #	
		A				N	E	-	

08/31/20 - Monday

Scheduled Hours: 8 / Logged Hours: 0.00

Employee Signature: \_\_\_\_\_



Search Form

Home Dept. **16-SHERIFF**

Name **WARD JR, CURTIS RAY**

Emp. No. **4478**

Title/Pos# **DEPUTY SHERIFF (DLU1-06)**

Position Status **Active**

Work Email

Work Phone

Viewing **Activity History** <-- Select the information you would like to view.

Year **2020** Pay Period **8/16/2020 - 8/31/2020 Cycle s Type 2**

**08/16/2020 - Sunday**

Hours / Hour Type	Proj: Oregon Parks and Rec District 2019-20 FY-EMPLOYEE 1-LABOR
<b>4</b> 01 (REGULAR HOURS)	E - 16040-1631-011-
Note:	

Hours / Hour Type	Proj:
<b>6</b> 01 (REGULAR HOURS)	E - 16044-0001- -
Note:	

**08/20/2020 - Thursday**

Hours / Hour Type	Proj:
<b>2</b> 01 (REGULAR HOURS)	E - 16045-0001- -
Note: Assist 246 with a 10-80 camp off of the 48 Rd	

Hours / Hour Type	Proj: Oregon Parks and Rec District 2019-20 FY-EMPLOYEE 1-LABOR
<b>8</b> 01 (REGULAR HOURS)	E - 16040-1631-011-
Note:	

**08/21/2020 - Friday**

Hours / Hour Type	Proj: Oregon Parks and Rec District 2019-20 FY-EMPLOYEE 1-LABOR
<b>10</b> 01 (REGULAR HOURS)	E - 16040-1631-011-
Note:	

**08/22/2020 - Saturday**

Hours / Hour Type	Proj: Oregon Parks and Rec District 2019-20 FY-EMPLOYEE 1-LABOR
<b>10</b> 01 (REGULAR HOURS)	E - 16040-1631-011-
Note:	

**08/23/2020 - Sunday**

Hours / Hour Type	Proj: Oregon Parks and Rec District 2019-20 FY-EMPLOYEE 1-LABOR
<b>10</b> 01 (REGULAR HOURS)	E - 16040-1631-011-
Note:	

**08/27/2020 - Thursday**

Hours / Hour Type	Proj: Oregon Parks and Rec District 2019-20 FY-EMPLOYEE 1-LABOR
<b>5</b> 01 (REGULAR HOURS)	E - 16040-1631-011-
Note:	

Hours / Hour Type	Proj:
<b>5</b> 48 (SICK USED)	
Note:	

**08/28/2020 - Friday**

Hours / Hour Type	Proj: Oregon Parks and Rec District 2019-20 FY-EMPLOYEE 1-LABOR
<b>10</b> 48 (SICK USED)	E - 16040-1631-011-
Note:	

**08/29/2020 - Saturday**

Hours / Hour Type

Proj: Oregon Parks and Rec District 2019-20 FY-EMPLOYEE 1-LABOR

10	48 (SICK USED)	E - 16040-1631-011-
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Note:

**08/30/2020 - Sunday**

Hours / Hour Type

Proj: Oregon Parks and Rec District 2019-20 FY-EMPLOYEE 1-LABOR

10	48 (SICK USED)	E - 16040-1631-011-
----	----------------	---------------------

Note:



Search Form

Home Dept. **16-SHERIFF**

Name **WATERBURY, JAY B**

Emp. No. **4699**

Title/Pos# **RESERVE DEPUTY (DLU6-02)**

Position Status **Active**

Work Email

Work Phone

Viewing **Activity History**  <-- Select the information you would like to view.

Year **2020**

Pay Period **9/1/2020 - 9/15/2020 Cycle s Type 1**

**09/01/2020 - Tuesday**

Hours / Hour Type	Proj:
<b>10</b> 01 (REGULAR HOURS)	<b>E - 16045-0001--</b>
Note:	

**09/02/2020 - Wednesday**

Hours / Hour Type	Proj:
<b>4</b> 01 (REGULAR HOURS)	
Note: <b>Reserve Deputy Patrol</b>	

**09/03/2020 - Thursday**

Hours / Hour Type	Proj:
<b>5</b> 01 (REGULAR HOURS)	
Note: <b>BLM Patrol</b>	

**09/06/2020 - Sunday**

Hours / Hour Type	Proj:
<b>10</b> 01 (REGULAR HOURS)	<b>E - 16042-1631--</b>
Note:	

**09/07/2020 - Monday**

Hours / Hour Type	Proj:
<b>10</b> 11 (OVERTIME * 1.5)	<b>E - 16042-1631--</b>
Note:	

**09/10/2020 - Thursday**

Hours / Hour Type	Proj:
<b>8</b> 01 (REGULAR HOURS)	<b>E - 16042-1631--</b>
Note:	



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Home Dept. 17-EAS

Name **GRANVILLE, TYCHO P**

Emp. No. 4193

Title/Pos# GIS COORDINATOR (BE1Q-01)

Position Status Active

Work Email

Work Phone

Viewing **Activity History**

<-- Select the information you would like to view.

Year **2020**

Pay Period **8/16/2020 - 8/31/2020 Cycle s Type 2**

**08/16/2020 - Sunday**

Hours / Hour Type	Proj:
4 01 (REGULAR HOURS)	E - 16044-0001- -
Note:	

**08/17/2020 - Monday**

Hours / Hour Type	Proj:
1 01 (REGULAR HOURS)	E - 16044-0001- -
Note:	

**08/18/2020 - Tuesday**

Hours / Hour Type	Proj:
0.5 01 (REGULAR HOURS)	E - 16044-0001- -
Note:	

**08/19/2020 - Wednesday**

Hours / Hour Type	Proj:
3 01 (REGULAR HOURS)	E - 16045-0001- -
Note:	

**08/20/2020 - Thursday**

Hours / Hour Type	Proj:
0 01 (REGULAR HOURS)	
Note:	

**08/24/2020 - Monday**

Hours / Hour Type	Proj:
40.5 01 (REGULAR HOURS)	
Note:	

**08/26/2020 - Wednesday**

Hours / Hour Type	Proj:
7.5 01 (REGULAR HOURS)	E - 16045-0001- -
Note:	

**08/27/2020 - Thursday**

Hours / Hour Type	Proj:
6 01 (REGULAR HOURS)	E - 16045-0001- -
Note:	

**08/28/2020 - Friday**

Hours / Hour Type	Proj:
7.5 01 (REGULAR HOURS)	E - 16045-0001- -
Note:	

**08/29/2020 - Saturday**

Hours / Hour Type

10.5 01 (REGULAR HOURS)

Proj:

E - 16045-0001--

Note:

**08/30/2020 - Sunday**

Hours / Hour Type

0.5 01 (REGULAR HOURS)

Proj:

E - 16045-0001--

Note:

**08/31/2020 - Monday**

Hours / Hour Type

1.5 01 (REGULAR HOURS)

Proj:

E - 16045-0001--

Note:



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Home Dept. 17-EAS

Name **KLEBES, MATTHEW B**

Emp. No. 4777

Title/Pos# ADMIN. SERVICES DIRECTOR (AE1P-01)

Position Status Active

Work Email

Work Phone

Viewing **Activity History**

<-- Select the information you would like to view.

Year **2020**

Pay Period **8/16/2020 - 8/31/2020 Cycle s Type 2**

**08/17/2020 - Monday**

Hours / Hour Type

**1.5** 01 (REGULAR HOURS)

Proj:

E - 16041-0001--

Note:

**08/18/2020 - Tuesday**

Hours / Hour Type

**1** 01 (REGULAR HOURS)

Proj:

E - 16041-0001--

Note:

**08/19/2020 - Wednesday**

Hours / Hour Type

**0.5** 01 (REGULAR HOURS)

Proj:

E - 16041-0001--

Note:

Hours / Hour Type

**1** 01 (REGULAR HOURS)

Proj:

E - 16044-0001--

Note:

Hours / Hour Type

**3** 01 (REGULAR HOURS)

Proj:

E - 16045-0001--

Note:

**08/20/2020 - Thursday**

Hours / Hour Type

**1** 01 (REGULAR HOURS)

Proj:

E - 16041-0001--

Note:

Hours / Hour Type

**1** 01 (REGULAR HOURS)

Proj:

E - 16045-0001--

Note:

**08/21/2020 - Friday**

Hours / Hour Type

**1** 01 (REGULAR HOURS)

Proj:

E - 16041-0001--

Note:

Hours / Hour Type

**2** 01 (REGULAR HOURS)

Proj:

E - 16045-0001--

Note:

**08/24/2020 - Monday**

Hours / Hour Type

**1** 01 (REGULAR HOURS)

Proj:

E - 16041-0001--

Note:

**08/25/2020 - Tuesday**

Hours / Hour Type		Proj:
1	01 (REGULAR HOURS)	E - 16041-0001- -
Note:		

**08/26/2020 - Wednesday**

Hours / Hour Type		Proj:
0.5	01 (REGULAR HOURS)	E - 16041-0001- -
Note:		

**08/27/2020 - Thursday**

Hours / Hour Type		Proj:
0	01 (REGULAR HOURS)	
Note:		

**08/28/2020 - Friday**

Hours / Hour Type		Proj:
1	01 (REGULAR HOURS)	E - 16041-0001- -
Note:		

**08/31/2020 - Monday**

Hours / Hour Type		Proj:
0.5	01 (REGULAR HOURS)	E - 16041-0001- -
Note:		

Hours / Hour Type		Proj:
66.5	01 (REGULAR HOURS)	
Note:		



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Home Dept. 17-EAS

Name **RATHMELL, JAIME N**

Emp. No. 4369

Title/Pos# GIS ANALYST (CA31-01)

Position Status **Active**

Work Email

Work Phone

Viewing **Activity History** <-- Select the information you would like to view.

Year **2020**

Pay Period **8/16/2020 - 8/31/2020 Cycle s Type 2**

**08/17/2020 - Monday**

Hours / Hour Type	Proj:
7.5 01 (REGULAR HOURS)	
Note:	

**08/18/2020 - Tuesday**

Hours / Hour Type	Proj:
6.5 01 (REGULAR HOURS)	
Note:	

Hours / Hour Type	Proj:
1 48 (SICK USED)	
Note:	

**08/19/2020 - Wednesday**

Hours / Hour Type	Proj:
7.5 01 (REGULAR HOURS)	
Note:	

**08/20/2020 - Thursday**

Hours / Hour Type	Proj:
7.5 01 (REGULAR HOURS)	
Note:	

**08/21/2020 - Friday**

Hours / Hour Type	Proj:
7.5 01 (REGULAR HOURS)	
Note:	

**08/24/2020 - Monday**

Hours / Hour Type	Proj:
7.5 01 (REGULAR HOURS)	
Note:	

**08/25/2020 - Tuesday**

Hours / Hour Type	Proj:
7.5 01 (REGULAR HOURS)	
Note:	

**08/26/2020 - Wednesday**

Hours / Hour Type	Proj:
2 01 (REGULAR HOURS)	E - 16045-0001--
Note:	

Hours / Hour Type Proj:

5	01 (REGULAR HOURS)		
Note:			
Hours / Hour Type		Proj:	
0.5	48 (SICK USED)		
Note:			

**08/27/2020 - Thursday**

Hours / Hour Type		Proj:	
3.5	01 (REGULAR HOURS)	E - 16045-0001- -	
Note:			

Hours / Hour Type		Proj:	
4	01 (REGULAR HOURS)		
Note:			

**08/28/2020 - Friday**

Hours / Hour Type		Proj:	
7.5	01 (REGULAR HOURS)	E - 16045-0001- -	
Note:			

**08/29/2020 - Saturday**

Hours / Hour Type		Proj:	
1	14 (COMP EARNED * 1.0)	E - 16045-0001- -	
Note:			

**08/31/2020 - Monday**

Hours / Hour Type		Proj:	
1	01 (REGULAR HOURS)	E - 16045-0001- -	
Note:			

Hours / Hour Type		Proj:	
6.5	01 (REGULAR HOURS)		
Note:			



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Home Dept. 17-EAS

Name **GRANVILLE, TYCHO P**

Emp. No. 4193

Title/Pos# GIS COORDINATOR (BE1Q-01)

Position Status **Active**

Work Email

Work Phone

Viewing **Activity History** <-- Select the information you would like to view.

Year **2020** Pay Period **9/1/2020 - 9/15/2020 Cycle s Type 1**

**09/01/2020 - Tuesday**

Hours / Hour Type	Proj:
1 01 (REGULAR HOURS)	E - 16045-0001- -
Note:	

**09/02/2020 - Wednesday**

Hours / Hour Type	Proj:
2.5 01 (REGULAR HOURS)	E - 16045-0001- -
Note:	

**09/04/2020 - Friday**

Hours / Hour Type	Proj:
1 01 (REGULAR HOURS)	E - 16045-0001- -
Note:	

Hours / Hour Type	Proj:
1 01 (REGULAR HOURS)	E - 16041-0001- -
Note:	

**09/07/2020 - Monday**

Hours / Hour Type	Proj:
7.5 02 (HOLIDAY NOT WORKED)	
Note:	

**09/15/2020 - Tuesday**

Hours / Hour Type	Proj:
69.5 01 (REGULAR HOURS)	
Note:	



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Home Dept. 17-EAS

Name **KLEBES, MATTHEW B**

Emp. No. 4777

Title/Pos# ADMIN. SERVICES DIRECTOR (AE1P-01)

Position Status **Active**

Work Email

Work Phone

Viewing **Activity History** <-- Select the information you would like to view.

Year **2020**

Pay Period **9/1/2020 - 9/15/2020 Cycle s Type 1**

**09/01/2020 - Tuesday**

Hours / Hour Type	Proj:
0 01 (REGULAR HOURS)	
Note:	

**09/02/2020 - Wednesday**

Hours / Hour Type	Proj:
1 01 (REGULAR HOURS)	E - 16044-0001- -
Note:	

**09/03/2020 - Thursday**

Hours / Hour Type	Proj:
2 01 (REGULAR HOURS)	
Note:	

**09/04/2020 - Friday**

Hours / Hour Type	Proj:
0.5 01 (REGULAR HOURS)	E - 16041-0001- -
Note:	

**09/07/2020 - Monday**

Hours / Hour Type	Proj:
7.5 02 (HOLIDAY NOT WORKED)	
Note:	

**09/08/2020 - Tuesday**

Hours / Hour Type	Proj:
1 01 (REGULAR HOURS)	E - 16041-0001- -
Note:	

Hours / Hour Type	Proj:
2 01 (REGULAR HOURS)	E - 16044-0001- -
Note:	

**09/09/2020 - Wednesday**

Hours / Hour Type	Proj:
0.5 01 (REGULAR HOURS)	
Note:	

**09/10/2020 - Thursday**

Hours / Hour Type	Proj:
1 01 (REGULAR HOURS)	E - 16041-0001- -
Note:	

Hours / Hour Type	Proj:

2	01 (REGULAR HOURS)	E - 16045-0001--
Note:		

**09/11/2020 - Friday**

Hours / Hour Type		Proj:
0.5	01 (REGULAR HOURS)	E - 16041-0001--
Note:		

**09/14/2020 - Monday**

Hours / Hour Type		Proj:
1	01 (REGULAR HOURS)	E - 16041-0001--
Note:		

**09/15/2020 - Tuesday**

Hours / Hour Type		Proj:
0	01 (REGULAR HOURS)	
Note:		

Hours / Hour Type		Proj:
63.5	01 (REGULAR HOURS)	
Note:		



## MOTION

**SUBJECT:** White River Fire Title III Submission

---

I move to approve submission for PL 110-343 Title III Project for the White River Fire.



## AGENDA ITEM

**Original Wasco County Courthouse**

---

[STAFF MEMO](#)

---

[ORIGINAL COURTHOUSE LEASE AGREEMENT](#)

---



**SUBJECT: Old Wasco County Courthouse**

---

**TO: BOARD OF COUNTY COMMISSIONERS**

---

**FROM: MATTHEW KLEBES, ADMINISTRATIVE SERVICES DIRECTOR**

---

**DATE: 1/28/2021**

**BACKGROUND INFORMATION:**

Wasco County owns the Original Wasco County Courthouse property located at 410 W 2<sup>nd</sup> Place in The Dalles, behind The Dalles Area Chamber of Commerce.

This property has been leased to the Original Wasco County Courthouse Preservation Corporation (OWCC) per an agreement signed in 1996. The rent is \$1.00 a year. The term of the lease is 50 years with a renewal option of an additional 50 years. If this option was to be used the lease would terminate in 2095.

OWCC is a non-profit organization, and their Board has requested the transfer of this property into their ownership. This would provide more stability to the organization, allow them to more directly lease out parking in the back for increased revenue, and may better secure the location of the Courthouse which has already moved several times.

This transfer would also include a small shed located on the South side of the property. This shed was preserved by the "Preservation Action League", which is an inactive corporation that still maintains an account to maintain the shed. The shed was previously used as a carpenter's shop, root cellar, and even an outhouse plumbed to the city water and sewer system. Currently it is used for storage of miscellaneous lumber and other historic remnants.

Staff has not identified a need for the County to retain ownership of the property but does advise that any transfer include a perpetual first of refusal option to retake ownership of the property should OWCC ever cease operation or elect to relinquish ownership of the property.

FILED WASCO CTY  
THE DALLES OR.

FEB 8 8 54 AM '96

KAREN R. LEBRETON  
COUNTY CLERK

LEASE AGREEMENT

THIS AGREEMENT entered into this 7<sup>th</sup> day of February, 1996,  
between WASCO COUNTY, a political subdivision of the State of Oregon,  
hereinafter called LESSOR, and the ORIGINAL WASCO COUNTY COURTHOUSE  
PRESERVATION CORPORATION, hereinafter called LESSEE.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

LESSOR does hereby Lease to LESSEE the real property located in  
Wasco County, Oregon, described as Township 1 North, Range 13 East,  
Section 3BB, Tax Lot 1300, Reference #3413.

SECTION 1. OCCUPANCY

ORIGINAL TERM. The term of this Lease is fifty (50) years,  
commencing upon execution of this Lease Agreement by both parties,  
and terminating on December 31, 2045.

RENEWAL TERM. LESSEE shall have the option to renew this Lease  
for an additional fifty (50) years as provided later in this Lease.

BASIC RENT. LESSEE shall pay LESSOR ONE AND NO/100 DOLLAR  
(\$1.00) each year in advance.

SECTION 2. ADDITIONAL PAYMENTS

In addition to the rental payments LESSEE shall pay the  
following amounts:

(a) Any taxes which LESSEE may be required to pay in  
connection with the Leased property;

//////

0960015(5)



1                   SECTION 4. INSPECTION OF PREMISES

2           LESSOR shall have the right to inspect the premises at any  
3 reasonable time.

4                   SECTION 5. LIABILITY TO THIRD PERSONS

5           INDEMNIFICATION. LESSEE shall indemnify and defend LESSOR from  
6 any claim, loss or liability to any person or property in or upon the  
7 demised premises arising out of or related to any activity of LESSEE  
8 on the Leased premises or because of any condition of the Leased  
9 property in the possession or under the control of the LESSEE.

10           LIABILITY INSURANCE. Before going into possession of the  
11 property, LESSEE Shall procure and thereafter during the term of the  
12 Lease shall continue to carry public liability and property damage  
13 insurance which shall cover all risks arising directly or indirectly  
14 out of LESSEE's activities on or any condition of the Leased property  
15 whether or not related to an occurrence caused or contributed to be  
16 LESSOR's negligence. The policy limits shall not be less than  
17 \$1,000,000 combined single limit per occurrence for bodily injury and  
18 property damage, \$2,000,000 annual aggregate and shall named LESSOR  
19 as an additional insured. Certificates evidencing such insurance  
20 requiring not less then 30 days written notice to LESSOR prior to any  
21 change or cancellation should be furnished to LESSOR prior to  
22 LESSOR's occupancy of property.

23                   SECTION 6. TERMINATION

24           Upon mutual agreement as to the termination of this Lease for  
25 reasons whatever which would include a higher use for the property or  
26 such other mutually recognized need, the parties may agree upon

0960015 (5)

1 termination of the Lease, giving adequate time for preservation of  
2 the building at such other location and by such other means, at the  
3 time, is mutually agreeable.

4 If the Lease is terminated for any reason, LESSEE shall vacate  
5 the property immediately, remove any property of LESSEE, perform any  
6 cleanup or other work required to leave the property in at least as  
7 good a condition as existed at the time this Lease was executed.

8 SECTION 7. ASSIGNMENT AND SUBLEASE

9 No part of the Leased property may be assigned or subleased  
10 without the prior consent of LESSOR.

11 SECTION 8. RENEWAL OPTION

12 If this Lease is current and in good standing at the end of the  
13 basic term, or any renewal term, LESSEE shall have the option to  
14 renew this Lease for the renewal terms described earlier, as follows:

15 (a) The renewal term shall commence on the day following  
16 the date of termination of the preceding term;

17 (b) This option can only be exercised by written notice to  
18 LESSOR prior to the expiration of the basic term, or renewal term, of  
19 not less than six (6) months;

20 (c) The terms and conditions of the Lease for each renewal  
21 term shall be the same as the original term except for this renewal  
22 option.

23 SECTION 9. SUCCESSORS IN INTEREST

24 This Lease Agreement shall be binding upon the heirs, successors  
25 and assigns of the parties hereto.

26 //

D960015 (5)

DATED this 7th day of February, 1996.

WASCO COUNTY COURT

APPROVED AS TO FORM:

Bernard L. Smith  
Bernard L. Smith  
Wasco County District Attorney

John Mabrey  
John Mabrey, County Judge

Scott McKay  
Scott McKay, County Commissioner

C.E. Filbin  
C.E. Filbin, County Commissioner

ORIGINAL WASCO COUNTY COURTHOUSE  
PRESERVATION CORPORATION

Karl Vercouteren  
Karl Vercouteren

DATED: 1/26/96

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0960015(5)



## AGENDA ITEM

### Youth Think Family Check-up Agreement

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[STAFF MEMO](#)

---

[REACH INSTITUTE AGREEMENT](#)

---

[MOTION LANGUAGE](#)

---



## MEMORANDUM

**SUBJECT: Arizona State University REACH Program Agreement**

---

TO: BOARD OF COUNTY COMMISSIONERS

---

FROM: DEBBY JONES

---

DATE: FEBRUARY 9, 2021

### **BACKGROUND INFORMATION:**

The contract is with the University of Arizona regarding training in the Family Check-Up model. This is part of our programming strategy for our federal Partnership for Success grant. This is an evidence-based parenting model that involves the parents and children/teens together over a coordinated 3-step process that can be administered in person or virtually. We will also be coordinating with the 4-Rivers Early Learning Hub to expand the reach. Our grant covers families and youth ages 10-17 and the Early Learning Hub will utilize the program with parents who have youth ages 0-5. We have 8 individuals who will be trained virtually over 2 days and anticipate starting the actual program early summer.

February 1, 2021

### Service Agreement

This letter outlines the understanding and agreement between the REACH Institute at Arizona State University (REACH) and **YouthThink-Wasco County** regarding training & consultation services.

The object of the letter is to clarify the scope of work to be provided, costs and responsibilities of both parties. Please let us know immediately in writing if your understanding differs from what is detailed below.

### Scope of Work

1. Provide FCU Online Training (2 days) for up to 8 trainees\*
2. Implementation Consultation Support-up to 5 Hours

\*For the best and most complete training experience, *Trainees must complete the FCU E-Learning Course at least 24 hours prior to the first day of the Webinar Trainings for FCU Online Training. All four trainees must attend webinar 1 and 2.*

### Training Dates

Training dates will be established and must be agreed upon by both parties no later than 30 days after the signing of this contract.

### Training Logistics

The following audiovisual, IT equipment and materials is required by the trainers, and will be the responsibility of **YOUTHTHINK-WASCO COUNTY** to provide to trainee:

- i. High Speed Internet Access
- ii. Headset with Microphone or Phone with hands free capacity.
- iii. Laptops or equivalent
- iv. If any of the above-stated audiovisual and IT equipment cannot be provided, **YOUTHTHINK-WASCO COUNTY** must contact the REACH trainer at least 1 week prior to the training to discuss alternatives.

### TERMS, RATES AND PAYMENT OF FEES

**YOUTHTHINK-WASCO COUNTY** will pay REACH a fee of **\$7,772 USD** for services provided under the terms of this service agreement. The details of these services and costs are specified in the Scope of Work (SOW) of services include only those required items and attached descriptions. All costs are in US Dollars.

**YOUTHTHINK-WASCO COUNTY** shall submit payment for **\$7,772 USD**, upon receipt of the invoice.

Any changes to the Scope of Work (including transferring services to another person) and/or timeline for deliverables will require a change order fee to be applied.

This Service Agreement covers the specified activities starting the day after this contract is signed and ending December 31<sup>th</sup>, 2021. All services must be completed by the contract end date.

There are no refunds for any pending services.

The time to deliver services can be extended if agreed upon by both parties. There will be a contract extension fee. Request must be made within 40 days of the expiration of this contract.

Additional services can be requested to be added to this agreement through an addendum to this agreement specifying the additional services and costs.

#### **CANCELLATION & RESCHEDULING OF TRAINING**

If **YOUTHTHINK-WASCO COUNTY** cancels the scheduled trainings, it is agreed that there will be no reimbursement.

- i. **YOUTHTHINK-WASCO COUNTY** will pay to REACH actual third-party costs incurred by REACH or REACH trainers related to the cancelled training prior to the receipt of the notice of cancellation, which cannot be recouped from the involved third party.

In the event of REACH having to cancel the training because of trainer illness or other emergency, or Act of God, **YOUTHTHINK-WASCO COUNTY** and REACH agree to reschedule the training to a mutually agreeable date.

The attached ASU Terms and Conditions of Service describe the conditions and limitations under which this Service Agreement is to operate. If there is anything in this Service Agreement about which you have any questions, or about which you would like additional information, please contact Monique Lopez.

If everything is satisfactory, please sign the agreement and return it immediately by *email* to Monique Lopez at [Monique.Lopez@asu.edu](mailto:Monique.Lopez@asu.edu).

The terms of the Service Agreement and the ASU Terms and Conditions of Service are agreed and accepted by:

Authorized Signer: \_\_\_\_\_

Printed name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**Please provide necessary information for where and to whom we should direct invoices:**

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Fax: \_\_\_\_\_

## Terms and Conditions of Service

---

### 1. Acceptance of Services

(a) These Terms and Conditions of Service ("Terms") are material to the offer made by the Arizona Board of Regents for and on behalf of Arizona State University ("ASU"), as set forth in the quotation and/or service request ("Quote/Request"), to provide services to the Client identified on the Quote/Request ("Client"). Client's acceptance of ASU's Quote/Request is expressly limited to Client's acceptance of these Terms, which will control over any proposed conflicting terms or conditions. These Terms constitute the entire agreement between the parties ("Agreement") related to the performance by ASU's

("Center") of the services ("Services") covered by the Quote/Request for the Client. Unless specifically agreed to as provided herein, ASU rejects any additional or inconsistent terms and conditions offered by Client at any time. Modifications hereof or additions hereto, to be effective, must be made in writing and signed by an authorized representative of ASU.

(b) Notwithstanding the foregoing, the parties acknowledge and agree that in the interest of time certain matters of a practical business nature, such as material and product releases, minor changes in delivery dates, shipment instructions, variances in orders and the like may be sent by Client's authorized representative to ASU's Center via electronic mail, facsimile or telephonic communication (followed by written confirmation). The parties agree that such communications and any deliveries thereunder shall constitute part of, and be subject to, these Terms.

### 2. Services

(a) The Center will use reasonable efforts to provide the Services requested by Client as identified on the Quote/Request. The parties agree that ASU will have discretion to involve its students in the conduct and performance of the Services. To the extent there are any conflicts between the provisions of any separate scope of work and these Terms, these Terms will control. The Center's performance of the Services and its obligations under this Agreement are subject to and governed by the regulations and policies of the Arizona Board of Regents.

(b) The scheduling of the Services will be arranged to avoid conflict with ASU's educational and research programs. ASU will control the scheduling of such Services but will try to meet the timelines established by Client.

(c) Nothing in this Agreement will be construed to limit the freedom of ASU or of its researchers from engaging in similar services made under other grants, contracts or agreements with parties other than Client.

(d) Where applicable, Services which require priority scheduling for a more rapid turn-around time will be assessed a rush fee as indicated by the Center.

### 3. Compensation and Invoicing

(a) Client will pay the Center for the Services performed under this Agreement in accordance with the rate schedule provided by the Center. Client acknowledges and agrees that Center's rates are subject to change from time to time but that quoted rates will not change while work thereunder is in progress. Center's invoice to Client will be due and payable within \_\_\_\_\_. Client will send checks or paper remittance advices to the payment address set forth in the invoice, or will pay by credit card or wire transfer (if acceptable to the Center). Questions regarding any invoice should be directed to the Center contact identified in the invoice.

(b) If Client does not pay Center's invoice within \_\_\_\_\_, ASU reserves the right to impose a \_\_\_\_\_ % per month late fee on the unpaid balance for any amounts not in dispute. The Center reserves the right to discontinue the Services if Client fails to make payments when due. In the event of non-payment, the Center may terminate all further work on the Services and seek full payment from Client for all work performed and all expenses incurred including allocable costs, pursuant to the termination clause of this Agreement including the collection of payment. Should it become necessary for ASU to commence collection proceedings or retain an attorney to enforce any of the terms of this Agreement, Client will pay all attorneys' fees and the costs of collection incurred by ASU.

### 4. No Warranty; No Endorsements

(a) ASU neither makes nor will be deemed to have made any representation or warranty whatsoever (express or implied) regarding any outcome obtained or deliverable delivered hereunder including any outcome desired by Client. Any decision regarding safety, applicability, marketability, effectiveness for any purpose, or other use or disposition of said outcome will be the sole responsibility of Client and/or its permitted assigns and licensees.

(b) In no event will Client (or its successors, employees, agents and contractors) state or imply in any publication, advertisement or other medium that ASU has approved, endorsed or tested any product or service. In no event will ASU's performance of any Services hereunder be considered a test of the effectiveness or the basis for any endorsement of a product or service.

### 5. Use of Names or Logos

Neither party will use any names, service marks, trademarks, trade names, logos or other identifying names, domain names or identifying marks of the other party ("Marks"), or the name of any representative or employee of the other party in any sales promotion work or advertising, or any form of publicity, without the prior written permission of the party that owns the Marks in each instance. Use of any party's Marks must comply

with the owning party's requirements, including using the "®" indication of a registered trademark where applicable.

## **6. Termination**

(a) Either party may terminate this Agreement at any time by giving the other party not less than thirty (30) days prior written notice. If this Agreement is terminated by Client, Client will remain responsible for payment to ASU for all Services performed through the date of termination and for reimbursement to ASU of all non-cancelable commitments incurred in the performance of the Services. Upon termination, property purchased in furtherance of this Agreement will remain the property of the purchasing party, unless expressly specified otherwise.

(b) Paragraphs 4, 5, 6, 12, 17, and 18 and, to the extent applicable, 19 and 20 of these Terms will survive any expiration or termination of this Agreement.

## **7. Export Controls**

Client will notify ASU in writing if any technological information or data provided to ASU under this Agreement is subject to export controls under U.S. law or if technological information or data that Client is requesting ASU to produce during the course of work under this Agreement is expected to be subject to such controls. Client will notify ASU of the applicable export controls (for example, Commerce Control List designations, reasons for control, countries for which an export license is required). ASU will have the right to decline export controlled information or tasks requiring production of such information.

## **8. Independent Contractor**

Each party is an independent contractor and is independent of the other party. Under no circumstances will any employees of one party be deemed the employees of the other party for any purpose. This Agreement does not create a partnership, joint venture or agency relationship between the parties of any kind or nature. This Agreement does not create any fiduciary or other obligation between the parties, except for those obligations expressly and specifically set forth herein. Neither party will have any right, power, or authority under this Agreement to act as a legal representative of the other party, and neither party will have any power to obligate or bind the other or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever contrary to the provisions of this Agreement. Each party acknowledges that the relationship of the parties hereunder is non-exclusive.

## **9. Notices**

All notices, requests, demands and other communications hereunder will be deemed to have been duly given if the same shall be in writing and be delivered (a) personally, (b) by registered or certified mail, postage prepaid, (c) by facsimile transmission, with a copy by regular mail or (d) by overnight delivery service and addressed to the recipient's address set

## **Terms and Conditions of Service**

forth in the Quote/Request. Either party may change its address for notices or other contact details by giving written notice to the other party in accordance with this Paragraph. The parties agree to acknowledge in writing the receipt of any written demand, notice, report, request or other communication under this Paragraph that is delivered in person.

## **10. Assignment**

Neither party will assign or transfer any interest in this Agreement without the prior written approval of the other party. Any attempted assignment in violation of this Paragraph will be null and void. Subject to the foregoing, this Agreement will be binding upon the permitted successors and permitted assigns or other permitted transferees of the parties.

## **11. Force Majeure**

(a) No liability will result from the delay in performance or nonperformance caused by force majeure or circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, substantial snowstorm, war, terrorism, embargo, any United States or foreign government regulation, direction or request, accident, strike or other labor dispute or labor trouble, or any failure or delay of any transportation, power or communications system or any other or similar cause beyond that party's reasonable control.

(b) The party which is so prevented from performing will give prompt notice to the other party of the occurrence of such event of force majeure, the expected duration of such condition and the steps which it is taking to correct such condition. This Agreement may be terminated by either party by written notice upon the occurrence of such event of force majeure which results in a delay of performance hereunder exceeding thirty (30) days.

## **12. Applicable Law; Disputes**

(a) Any dispute regarding or arising under this Agreement, or the interpretation of this Agreement, will be subject to and resolved in accordance with the laws of the State of Arizona, without regard to its conflicts of laws principles.

(b) In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto will use their reasonable efforts to settle the dispute, claim, question, or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

## **13. Severability**

If any provision of this Agreement shall for any reason be found invalid, illegal, unenforceable, or in conflict with any valid controlling law: (a) such provision will be separated from this Agreement; (b) such invalidity, illegality, unenforceability, or conflict will not affect any other provision hereof; and (c) this

## Terms and Conditions of Service

Agreement will be interpreted and construed as if such provision, to the extent the same shall have been held invalid, illegal, unenforceable, or in conflict, had never been contained herein.

### 14. Waiver

The waiver of a breach hereunder may be effected only by a writing signed by the waiving party and will not constitute, or be held to be, a waiver of any other or subsequent breach or to affect in any way the effectiveness or enforceability of the provision in question.

### 15. No Third Party Beneficiaries

Nothing in this Agreement, express or implied, is intended or will be construed to confer upon any person or entity, other than the parties and their respective successors and assigns permitted by this Agreement, any right, remedy or claim under or by reason of this Agreement.

### 16. Merger and Integration

This Agreement and the Quote/Request contain the entire understanding between the parties concerning the subject matter of this Agreement and supersedes any and all prior understandings, agreements, representations, and warranties, express or implied, written or oral, between the parties concerning the subject matter of this Agreement.

### 17. Confidential Information

(a) Client and ASU may choose, from time to time, in connection with the Services contemplated under this Agreement, to disclose confidential information to each other ("Confidential Information"). All such disclosures must be in writing and marked as Confidential Information. Each party will use reasonable efforts to prevent the disclosure to unauthorized third parties of any Confidential Information of the other party and will use such information only for the purposes of this Agreement. All obligations under this Paragraph will expire three (3) years after the date of the Quote/Request.

(b) ASU is a public institution and, as such, is subject the Arizona Public Records Act. Accordingly, notwithstanding any other provision of this Agreement to the contrary, any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of Arizona law.

### 18. University and State Required Provisions

To the extent applicable to these Terms, the University and State Required Provisions set forth at [https://ogc.asu.edu/recharge\\_service\\_centers](https://ogc.asu.edu/recharge_service_centers) are incorporated herein by reference and will apply to the Center's provision of the Services to Client.

**The parties agree that the following Paragraphs will apply in the event Client and its employees are present on the ASU campus or use ASU equipment.**

### 19. Liability

Client will conduct its activities in a careful and safe manner. As a material part of the consideration to ASU, Client agrees to assume all risk of damage to and loss or theft of Client's property while at ASU, damage to ASU space, and injury or death to persons related to Client's use of property, use or occupancy of the space in, upon, or about the space from any cause, and Client waives all claims against ASU. Client further agrees to indemnify and hold harmless Arizona State University, the Arizona Board of Regents, the State of Arizona and their officers, regents, agents and employees, against all claims, suits, liabilities, costs, damages and expenses (including reasonable attorneys' fees) arising out of or in connection with: (i) Client's use of property, use or occupancy of the space, or any activity or thing done, performed or suffered by Client, its agents, its employees, licensees, invitees or persons attending or participating in Client's activities and use of property and in or about the space; or (ii) any loss, injury, death or damage to persons, property, or the space on or about the space by reason of any act, omission or negligence of Client, or any of its agents, contractors, employees, licensees, or invitees; or (iii) any breach or default in the performance of any obligation on Client's part to be performed under the terms of this Agreement. Client's indemnity obligations will not extend to any liability to the extent caused by the negligence of ASU or its agents or employees. Client's obligations and liabilities under this Paragraph will survive the expiration or early termination of this Agreement.

### 20. Insurance

Client, at its expense, agrees to procure and maintain during the term of this Agreement a policy of commercial general liability insurance in an amount of not less than One Million Dollars (\$1,000,000), single limit, Two Million Dollars (\$2,000,000), general aggregate, against claims for bodily injury, death and property damage occurring in connection with Client's use of property and space at ASU. All insurance required pursuant to this Paragraph must name the Arizona Board of Regents, Arizona State University, and the State of Arizona as additional insureds and must contain a waiver of subrogation against the Arizona Board of Regents, Arizona State University, and the State of Arizona. Client agrees to procure and maintain Workers' Compensation insurance with statutory limits unless exempt under A.R.S. §23-901 and executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.



## MOTION

**SUBJECT: ASU REACH Institute Service Agreement**

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I move to approve the Arizona REACH Institute Service Agreement for training and consultation services.



## AGENDA ITEM

### Transportation Grants

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[MCEDD MEMO](#)

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[MOTION LANGUAGE](#)

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MEMORANDUM

**Date: February 5, 2021**

**To: Wasco County Board of County Commissioners**

**From: Jessica Metta, Mid-Columbia Economic Development District Executive Director**

**Re: Two Transportation Grant Application Approvals**

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**Request**

The Wasco County Board of County Commissioners is requested to approve applying for the Special Transportation Fund grant and Federal Transit Administration (FTA) Section 5310 grant as proposed.

**Overview**

Mid-Columbia Economic Development is assisting Wasco County in preparing two transportation-related grants with a March 1 deadline: a Special Transportation Fund grant and a Federal Transit Administration (FTA) Section 5310 grant. Wasco County is the eligible applicant for these two grants which historically have supported The Link's dial-a-ride operations and repair/ maintenance funds for The Link's fleet.

Below is a summary of the two grants for which approval is requested:

**Special Transportation Fund Grant**

- Due Date: March 1
- Applicant: Wasco County
- Focus: Senior and disabled populations.
- Match Rate: No match is required for these state funds.
- Amount: FY21-23 amount is \$135,400. Same amount from prior biennium.
- Use: These historically have been used as match to secure a 5311 grant that supports The Link's dial-a-ride operations and to manage the STF committee (now the Public Transportation Advisory Committee) under state requirements, which is how we are proposing they would be used for the next biennium. MCEDD is the applicant on the 5311 grant. Because they are state dollars, these funds do not carry the extra requirements that federal funds usually do.
- New This Time: This solicitation will be the final distribution of STF funds. SB1601, passed in a July 2020 special legislative session, directed consolidation of this fund with the Special Transportation Improvement Fund (STIF) by July 1, 2023.
- *Recommendation from the Wasco County Public Transportation Advisory Committee at their January 28, 2021 meeting was to approve the application as stated.*

**FTA Section 5310 Grant**

- Due Date: March 1
- Applicant: Wasco County
- Focus: Senior and disabled populations.
- Match Rate: 10.27% local match. Match cannot come from farebox or most other federal dollars.

- Amount: FY21-23 amount is \$184,026, which is just down slightly from the current biennium. Historically, the local match has come from a contribution to The Link from the City of The Dalles, contracts with other vendors (such as Greyhound), contracts for non-emergency medical rides and the general fund, if necessary.
- Use: Because of the capital focus, these funds historically have been used to purchase services for transportation through The Link and a portion to cover repair and maintenance for The Link fleet, which is how we are proposing they would be used for the next biennium but without mention of The Link.
- New This Time: Wasco County is required to issue an RFP for these services to support transportation of senior and disabled populations. MCEDD plans to respond to the RFP.
- ***Recommendation from the Wasco County Public Transportation Advisory Committee at their January 28, 2021 meeting was to approve the application as stated.***



## MOTION

**SUBJECT: Transportation Grant Applications**

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I move to approve applications to the Special Transportation Fund Grant and Federal Transit Administration Section 5310 grant programs as proposed by Mid-Columbia Economic Development District.



## AGENDA ITEM

**Regional Economy**

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[PRESENTATION](#)

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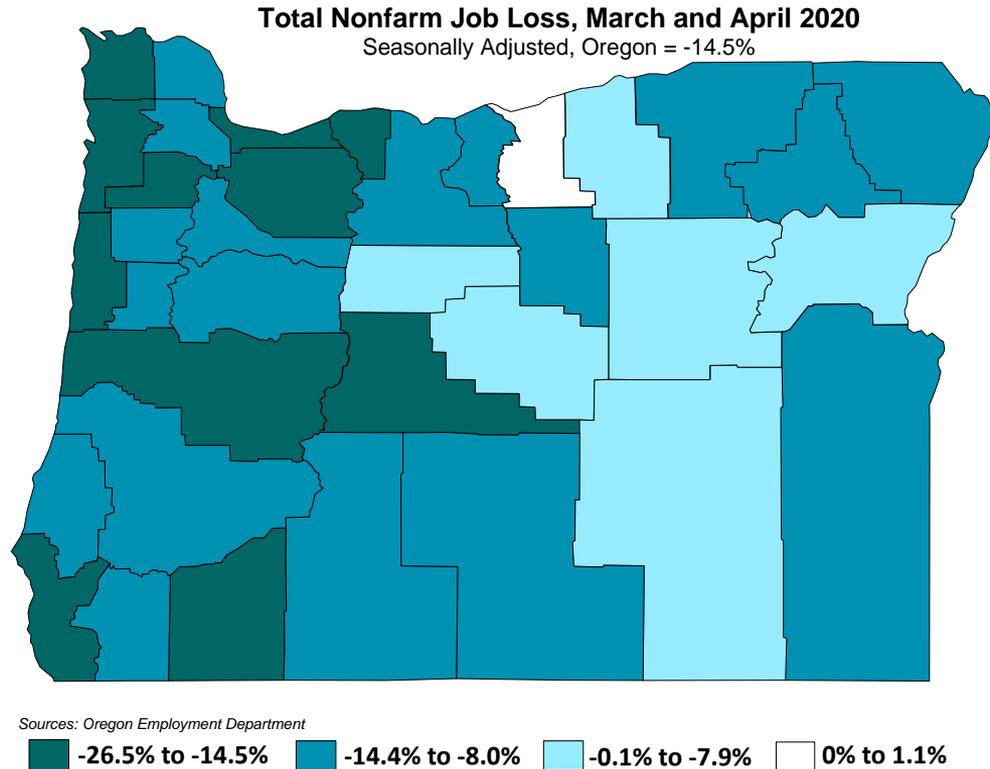


# Wasco County BOCC Meeting

February 17, 2021



# Oregon lost 285,000 nonfarm payroll jobs (-14.5%) in March and April.



In the Great Recession, Oregon lost roughly **150,000 jobs on net over the course of a couple of years.**

In the COVID-19 recession the North Coast, Hood River, and Jefferson counties took the largest initial job losses (more than 15%).

# Pandemic Recession Job Loss and Recovery in Oregon

Seasonally Adjusted, February to December, 2020

-30% -25% -20% -15% -10% -5% 0%

■ How Much Lower in December than February 2020  
 ■ Depth of Initial Spring Job Losses

Spring Loss:  
April/Feb

Current Loss:  
Dec/Feb

-24.1% or -2,950

-12.1% or -1,230

-14.5%

← -6.3% or -640

-7.8%

← -18.9% or -2,320

- Morrow
- Harney
- Grant
- Baker
- Crook
- Jefferson
- Umatilla
- Malheur
- Wallowa
- Douglas
- Lake
- Wheeler
- Klamath
- Wasco
- Linn
- Columbia
- Marion and Polk
- Sherman
- Washington
- Josephine
- Coos
- Union
- Benton
- Oregon
- Jackson
- Clackamas
- Curry
- Lane
- Multnomah
- Yamhill
- Deschutes
- Tillamook
- Hood River
- Clatsop
- Lincoln

The jobs recovery is underway, but far from complete.

A comparison of job losses and recovery to date shows the depth of short-term and now more long-lasting job losses in metropolitan and rural counties alike.

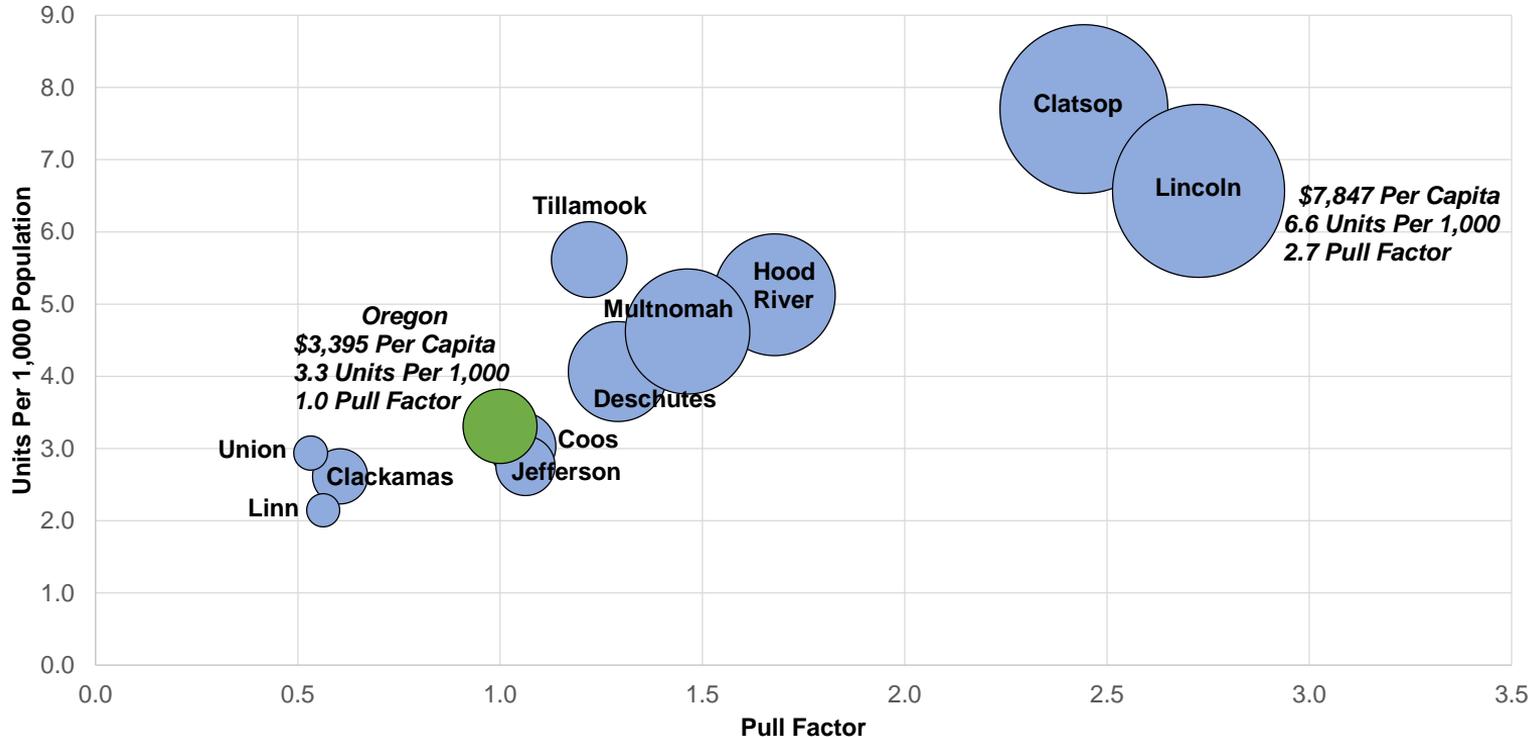
Oregon has regained 37% of its recession losses



Source: Oregon Employment Department, Current Employment Statistics, excludes Gilliam

# Counties with the Biggest Leisure and Hospitality Footprint

Leisure and Hospitality, 2017: Per Capita Sales,  
Units Per 1,000 Population & Pull Factor or Trade Area Captured

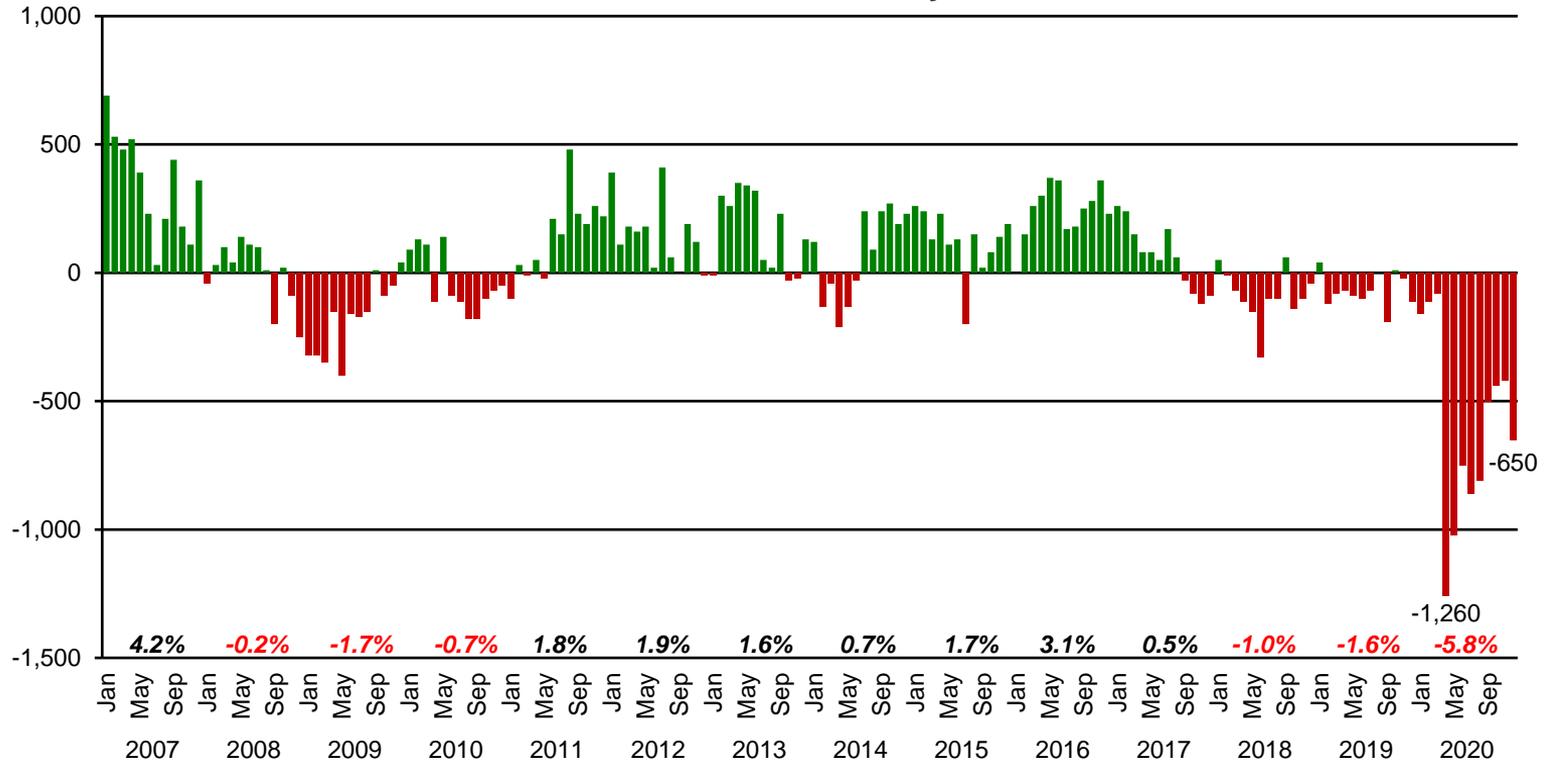


Sources: Oregon Employment Department, Census Bureau & American Community Survey



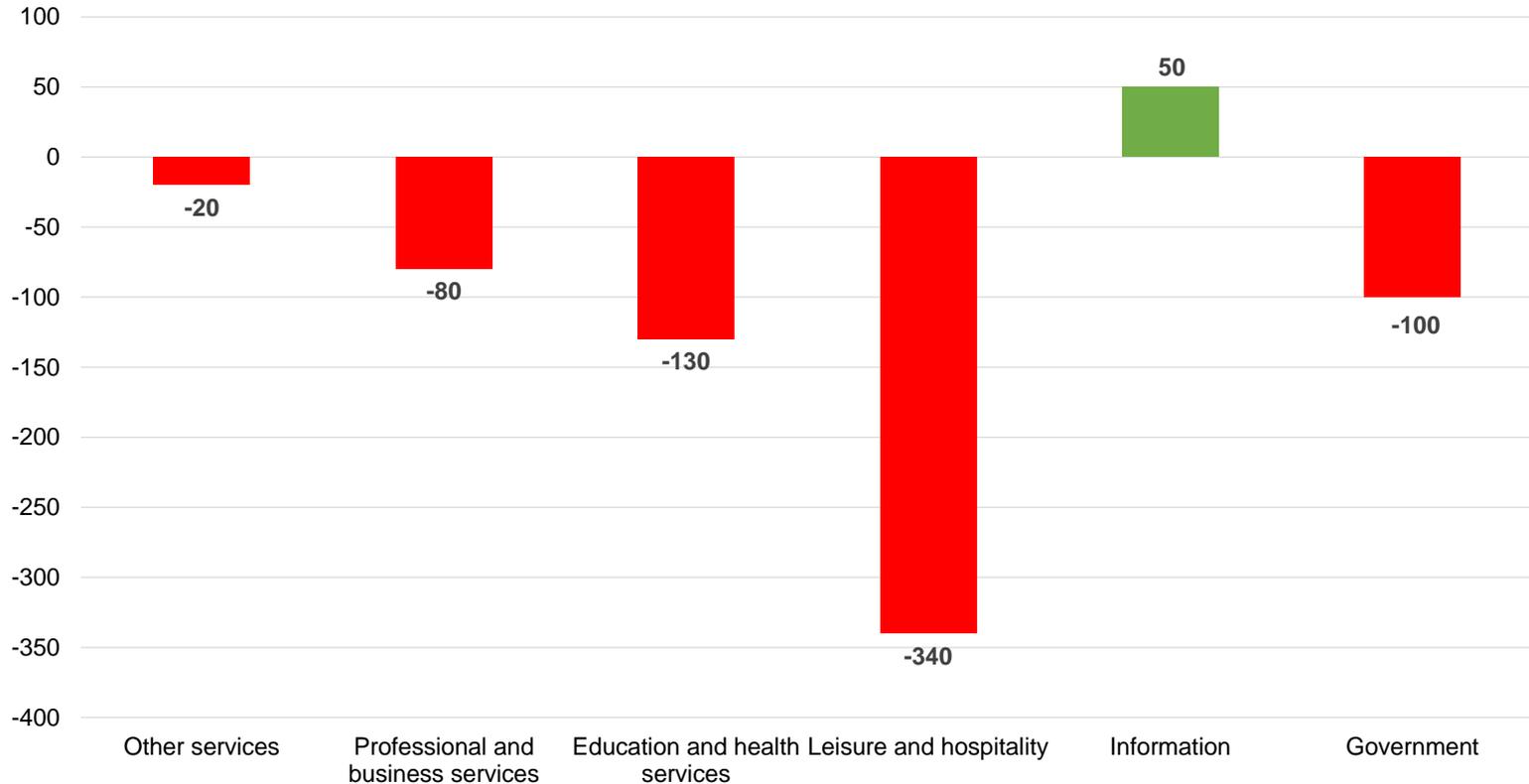
# Wasco County: Annual Average Job Loss of About -5.8% in 2020

Year-Over-Year SA Non Farm Job Growth or Decline,  
Wasco County



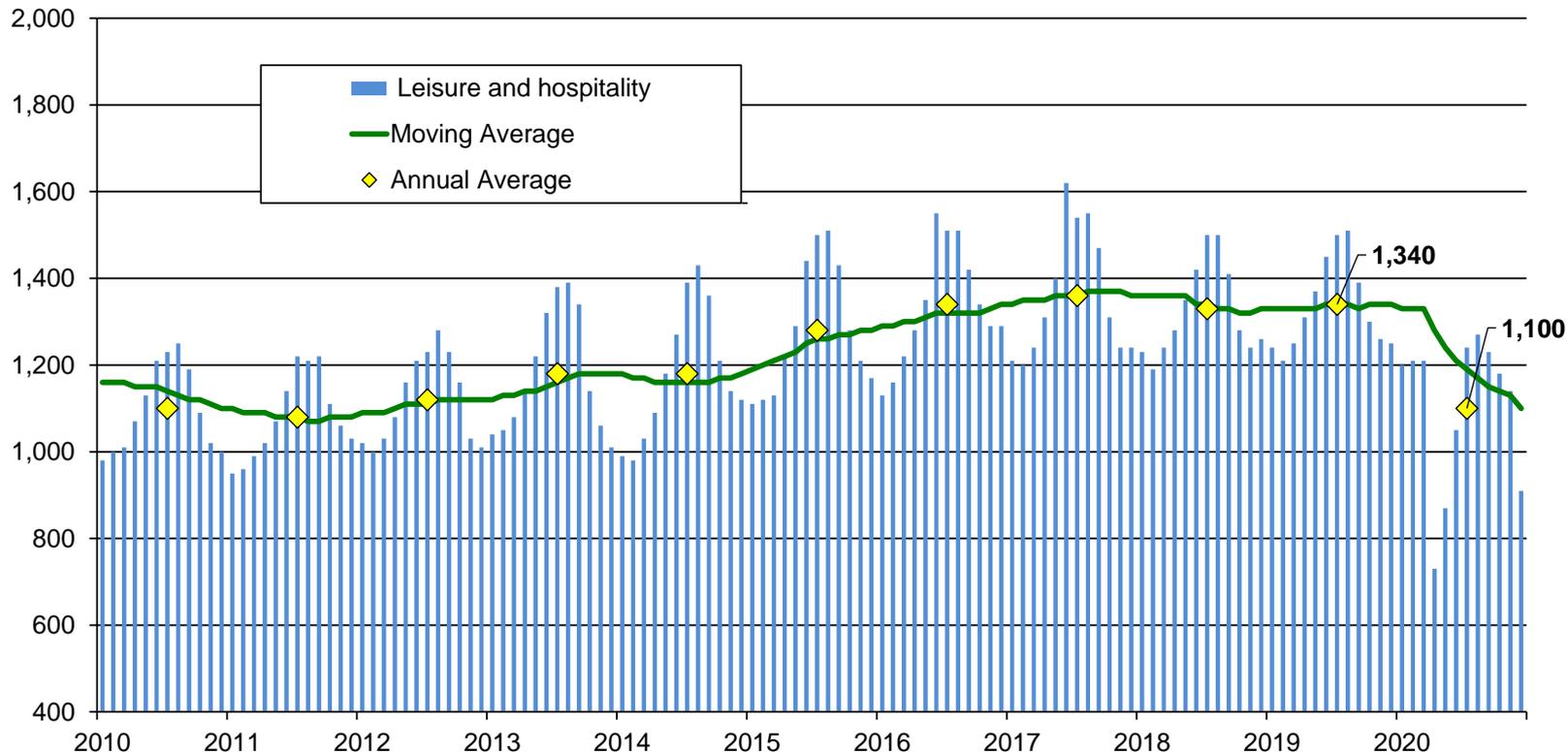
# Current Impact: December 2020 OTY Loss of +590 Jobs or 5.9%

Wasco County: December 2020 OTY Job Losses by Industry



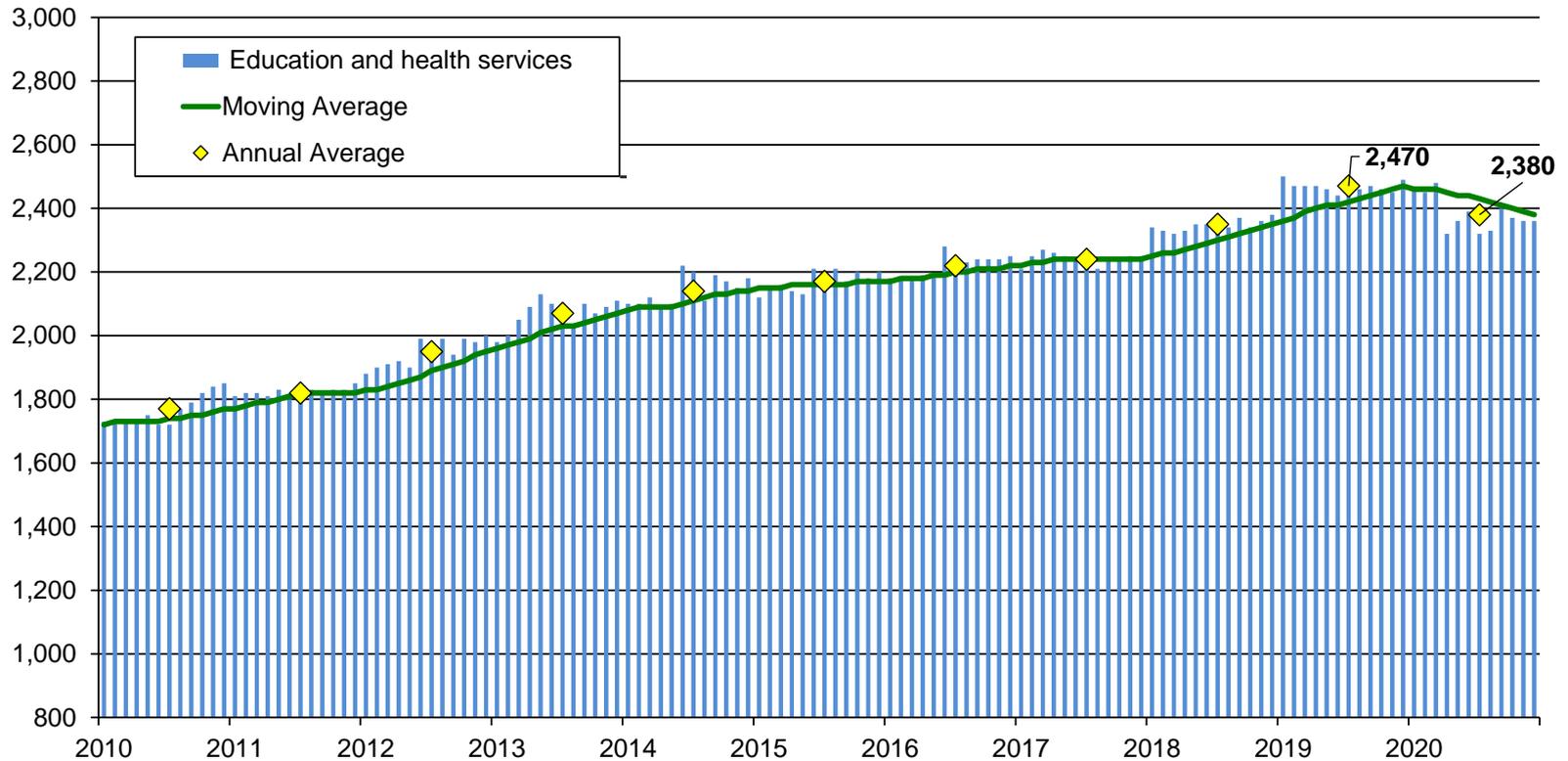
# Leisure and Hospitality: lost 240 jobs in 2020 -17.9%

## Wasco County L&H Employment, 2010 - 2020



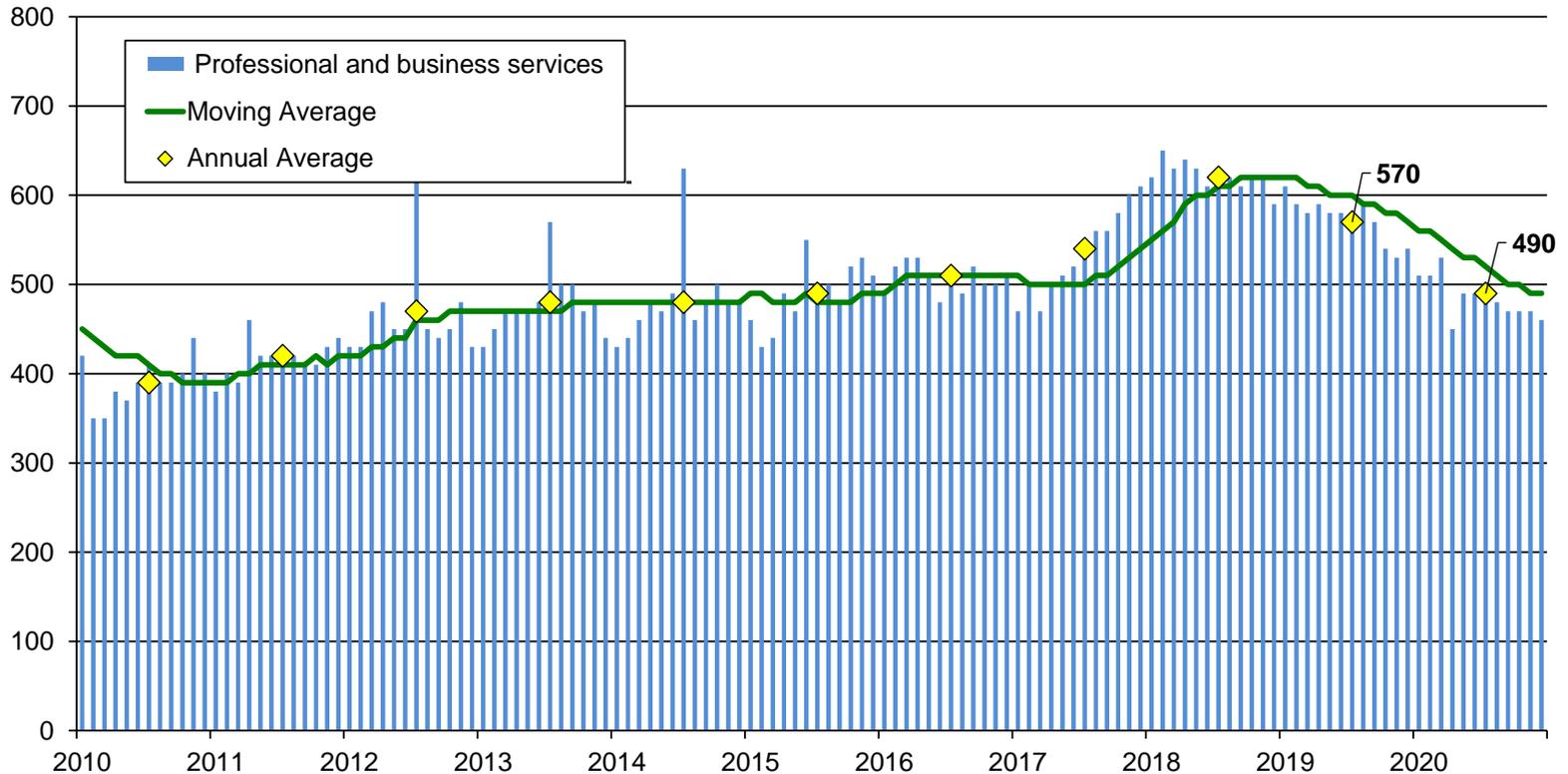
# Education and Health Services: lost 90 jobs in 2020 -3.6%

## Wasco County Education and Health Services Employment, 2010 - 2020



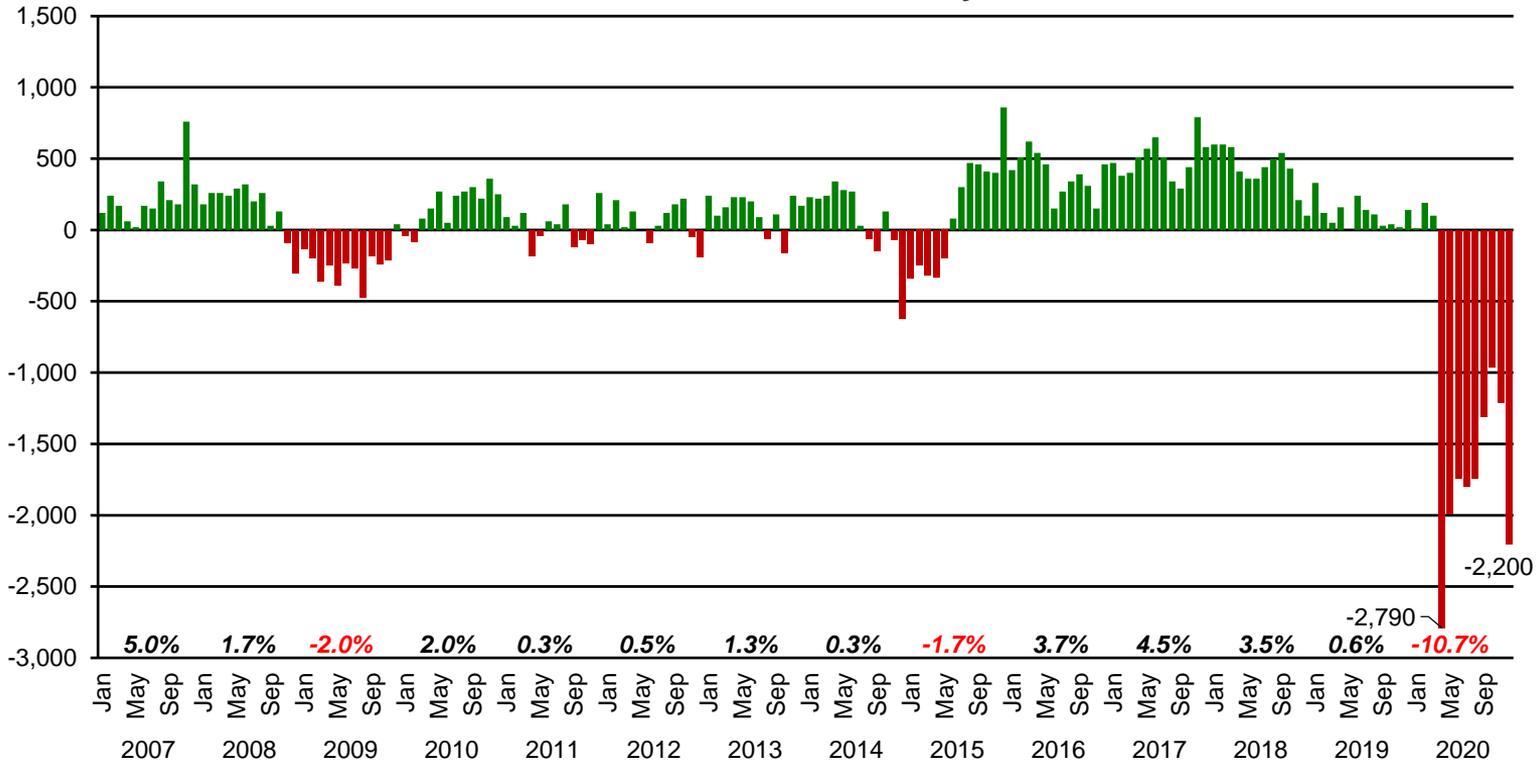
# Professional and Business Services: lost 80 jobs in 2020 -14%

## Wasco County PBS Employment, 2010 - 2020



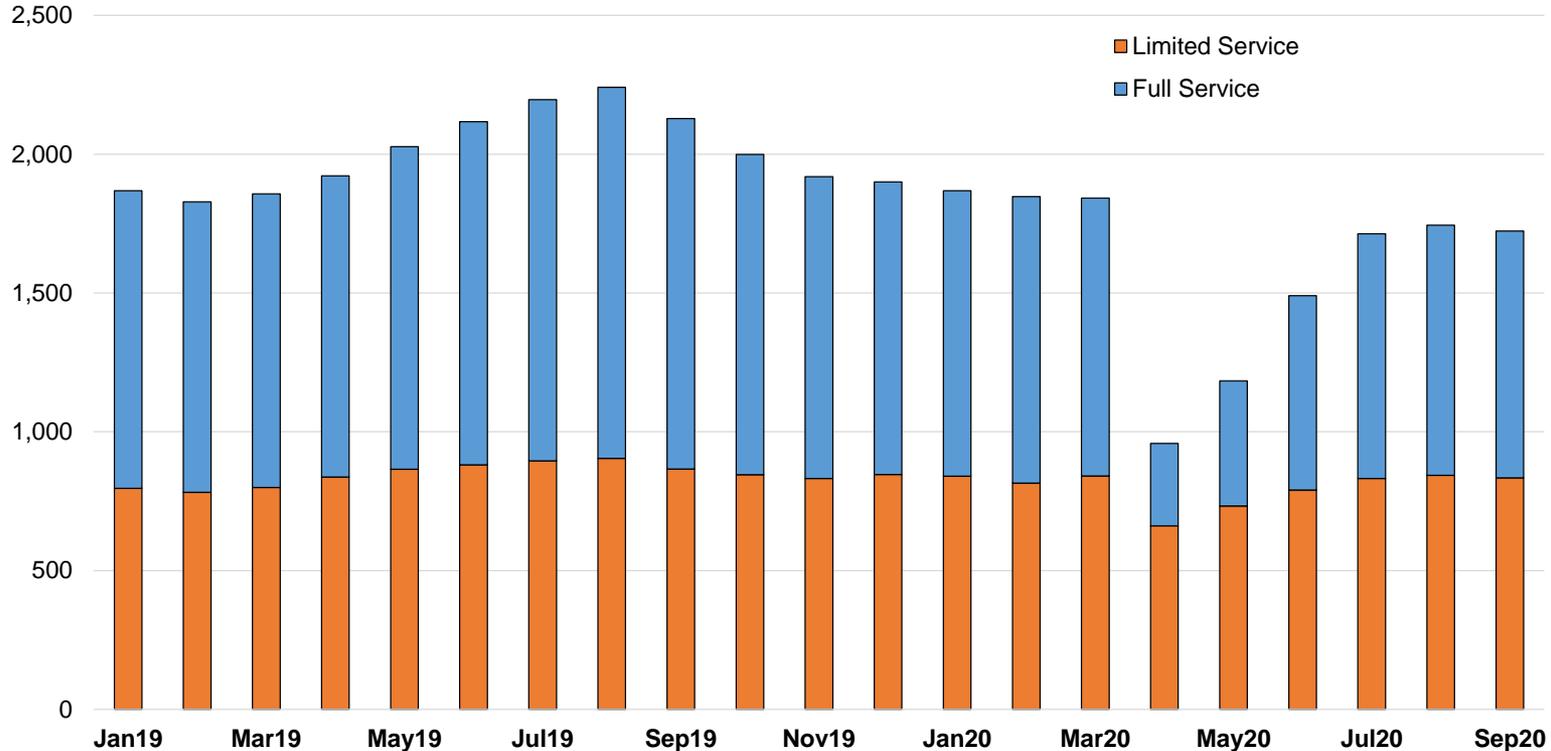
# Hood River County: Annual Average Job Loss of About -10.7%

Year-Over-Year SA Non Farm Job Growth or Decline,  
Hood River County



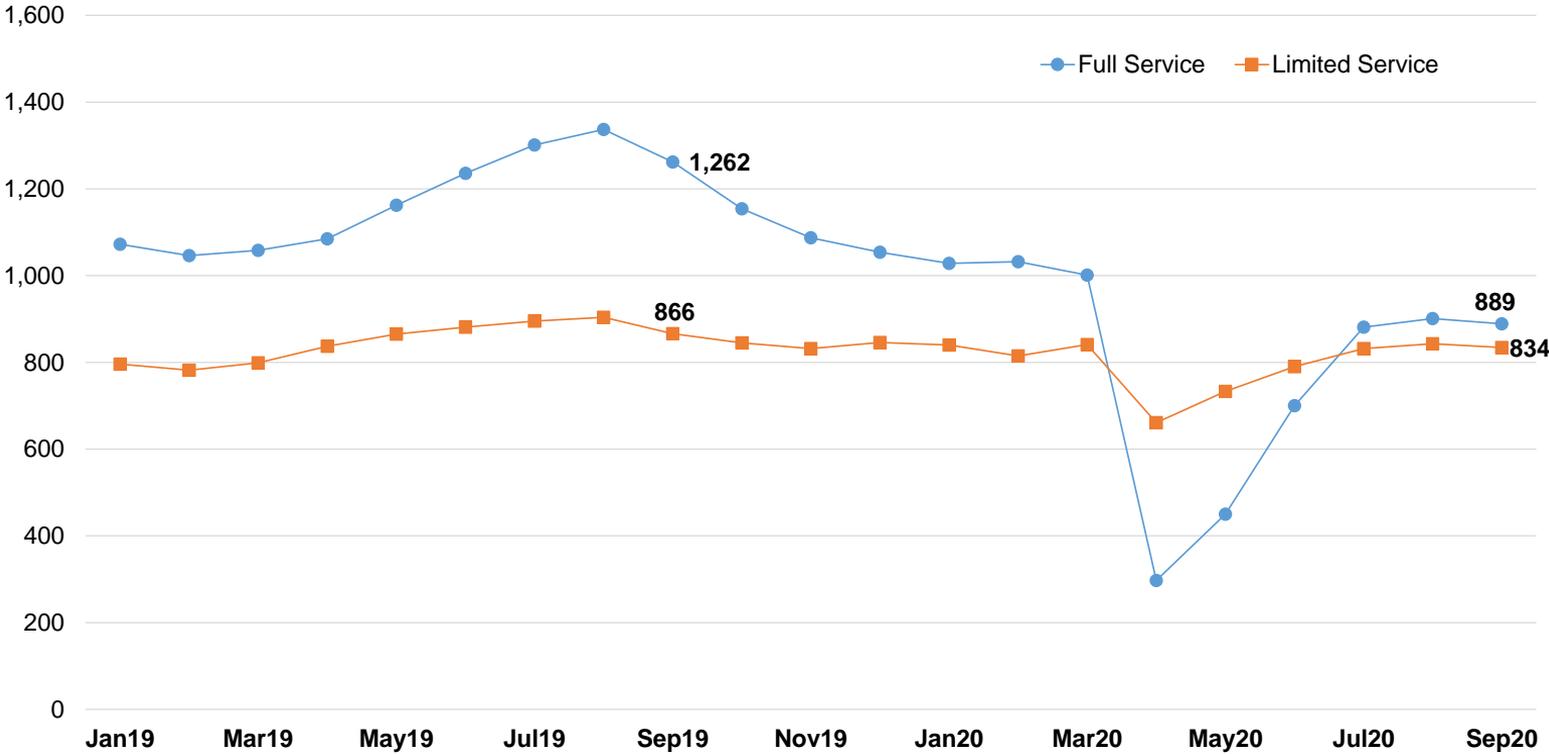
# Limited Service Regained Much of Its Job Losses...

**Full Services and Limited Service Restaurant Employment:  
Hood River & Wasco Counties**



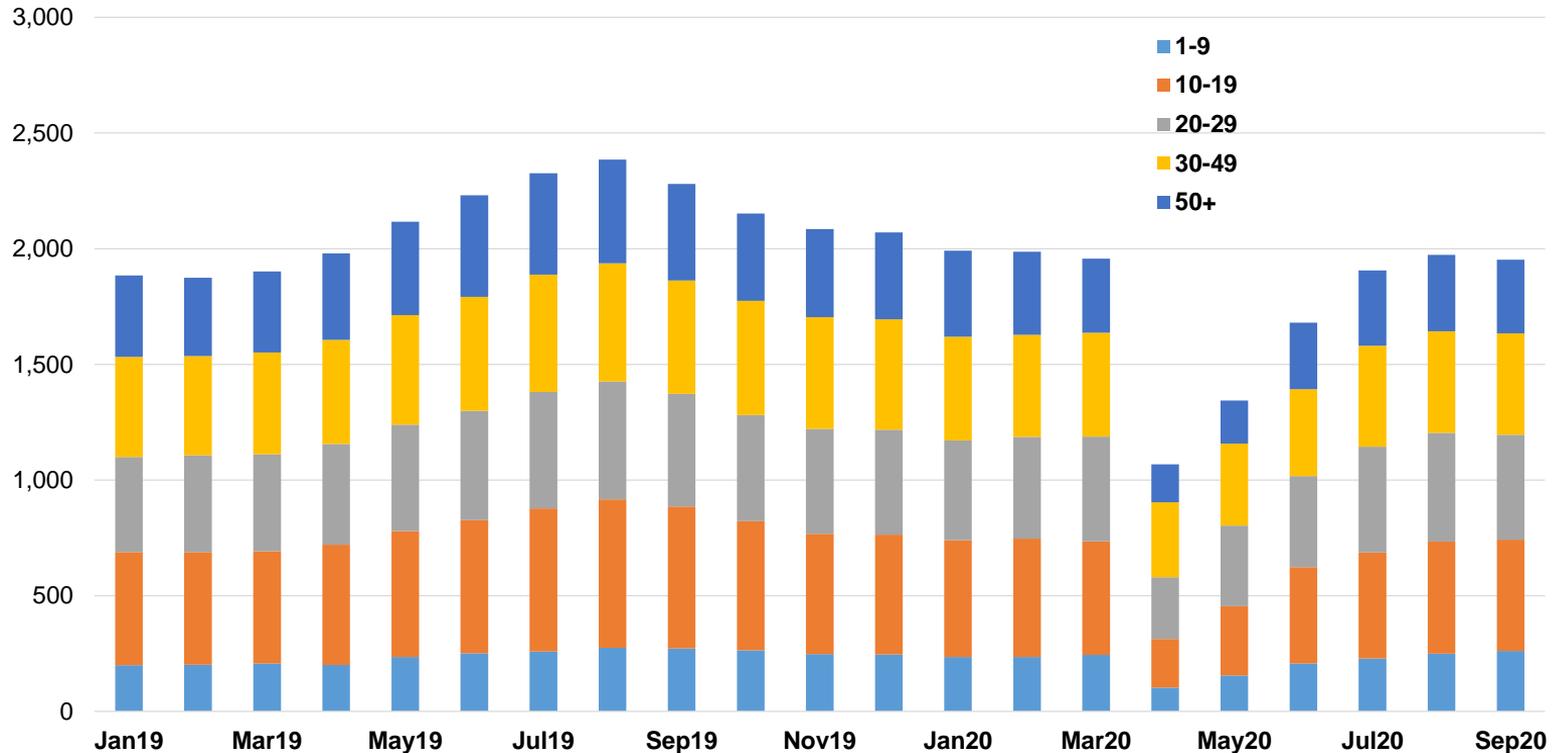
# Restaurants Held Steady Over July-Sept

## Full Services and Limited Service Restaurant Employment: Hood River & Wasco Counties



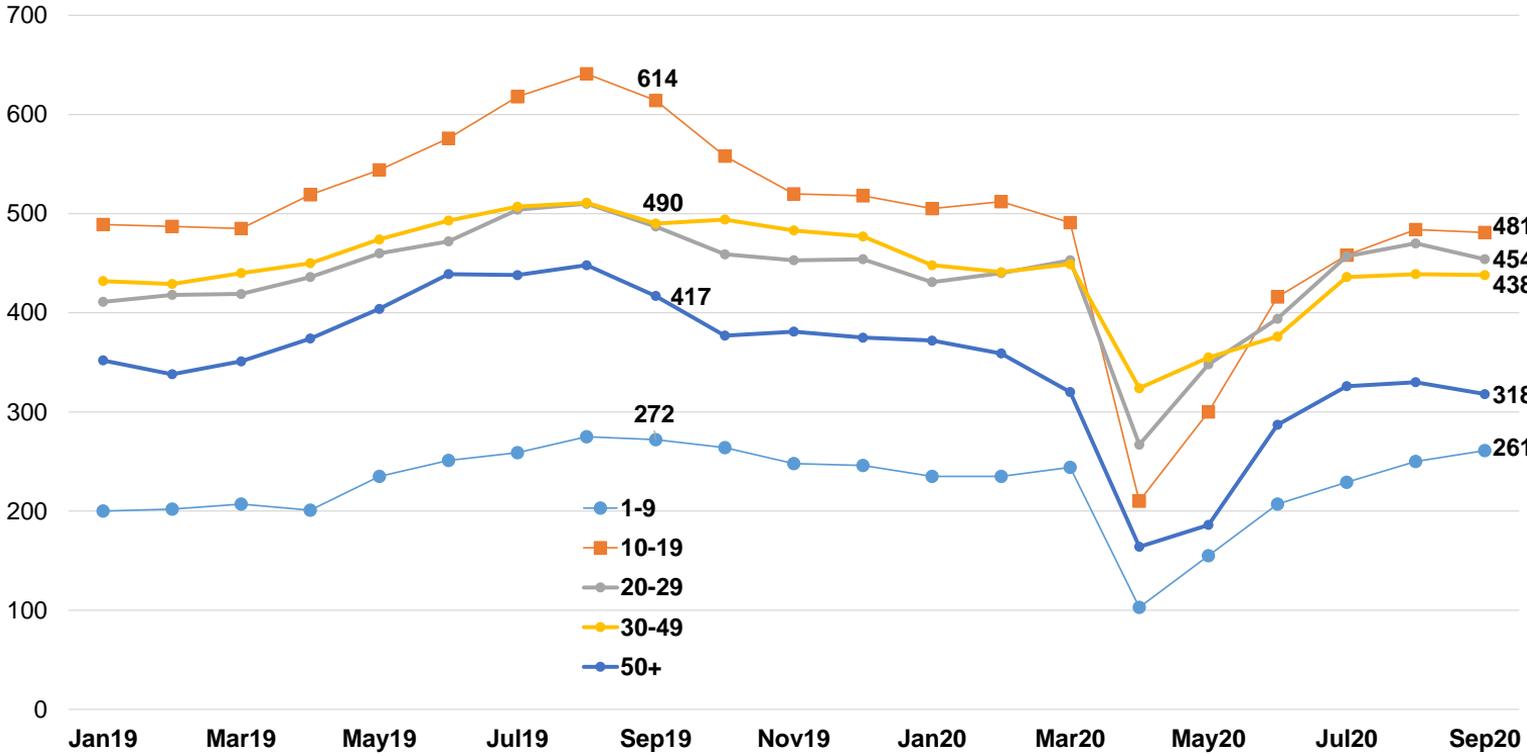
# Food Service and Drinking Places By Size Class...

Food Services and Drinking Places by Size Class:  
Hood River & Wasco Counties

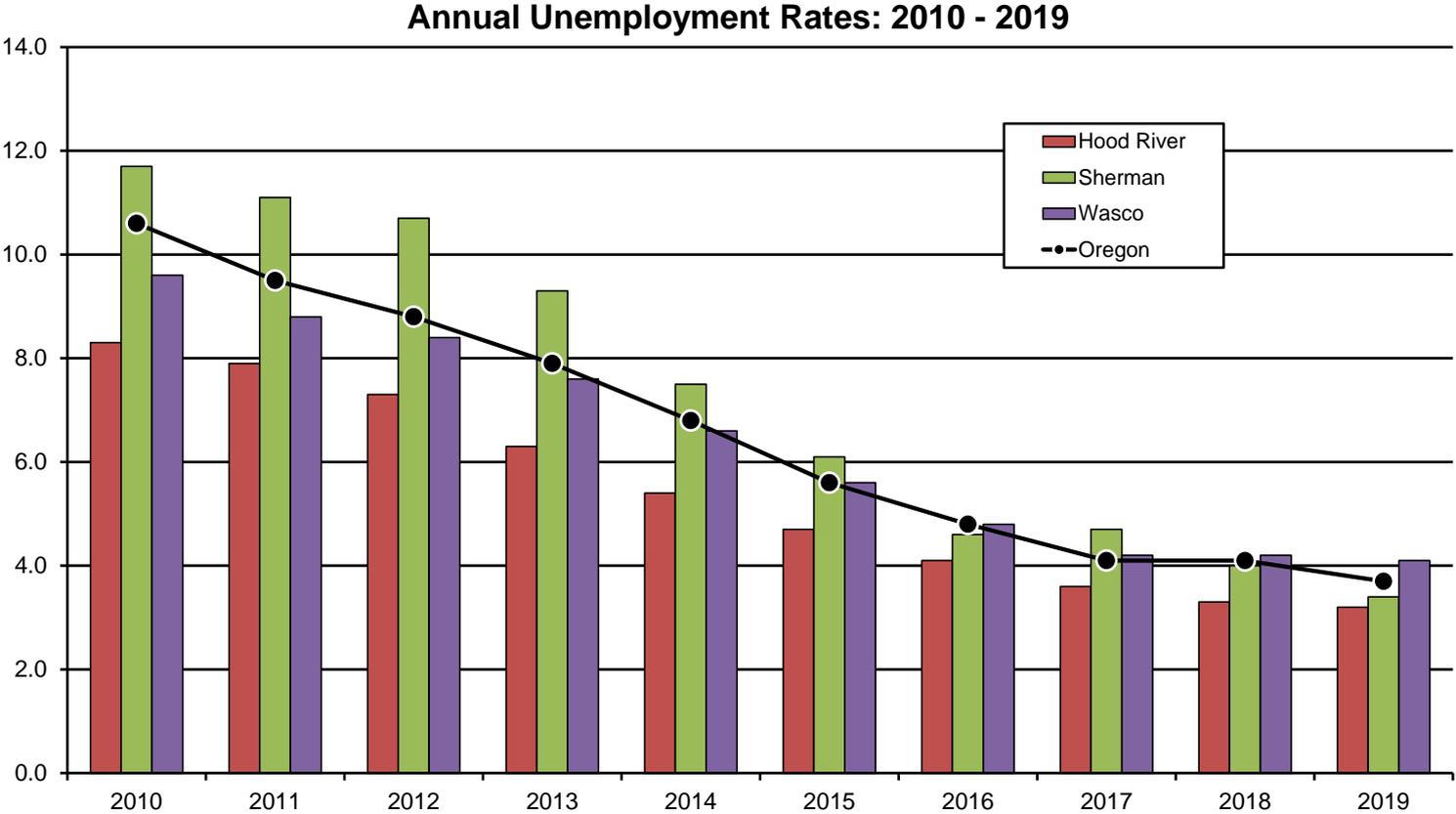


# Establishments in the +50 and 10-19 Job Categories Hardest Hit

Food Services and Drinking Places by Size Class:  
Hood River & Wasco Counties

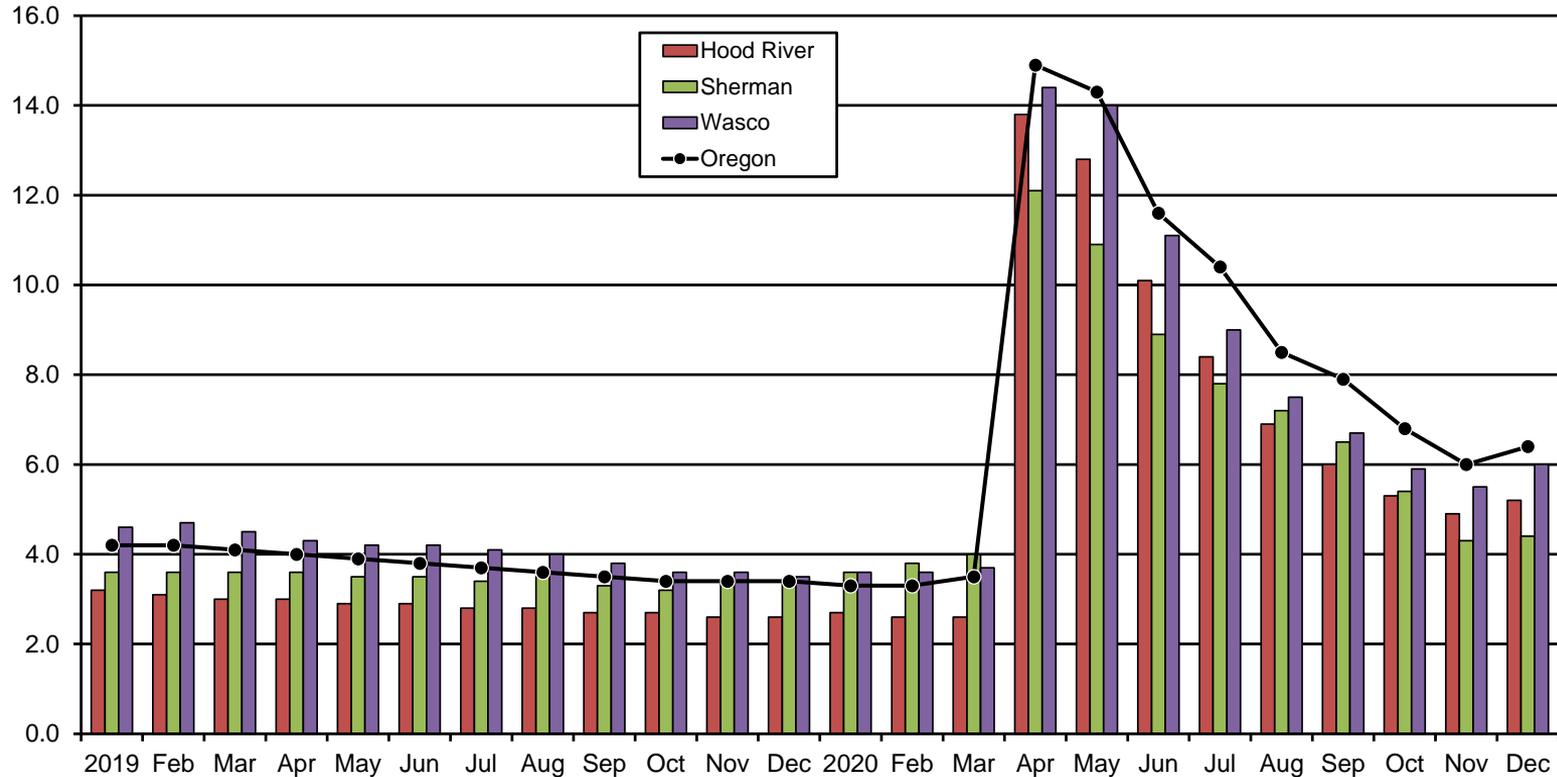


# Annual Unemployment Rates Since 2010 Compared with Oregon



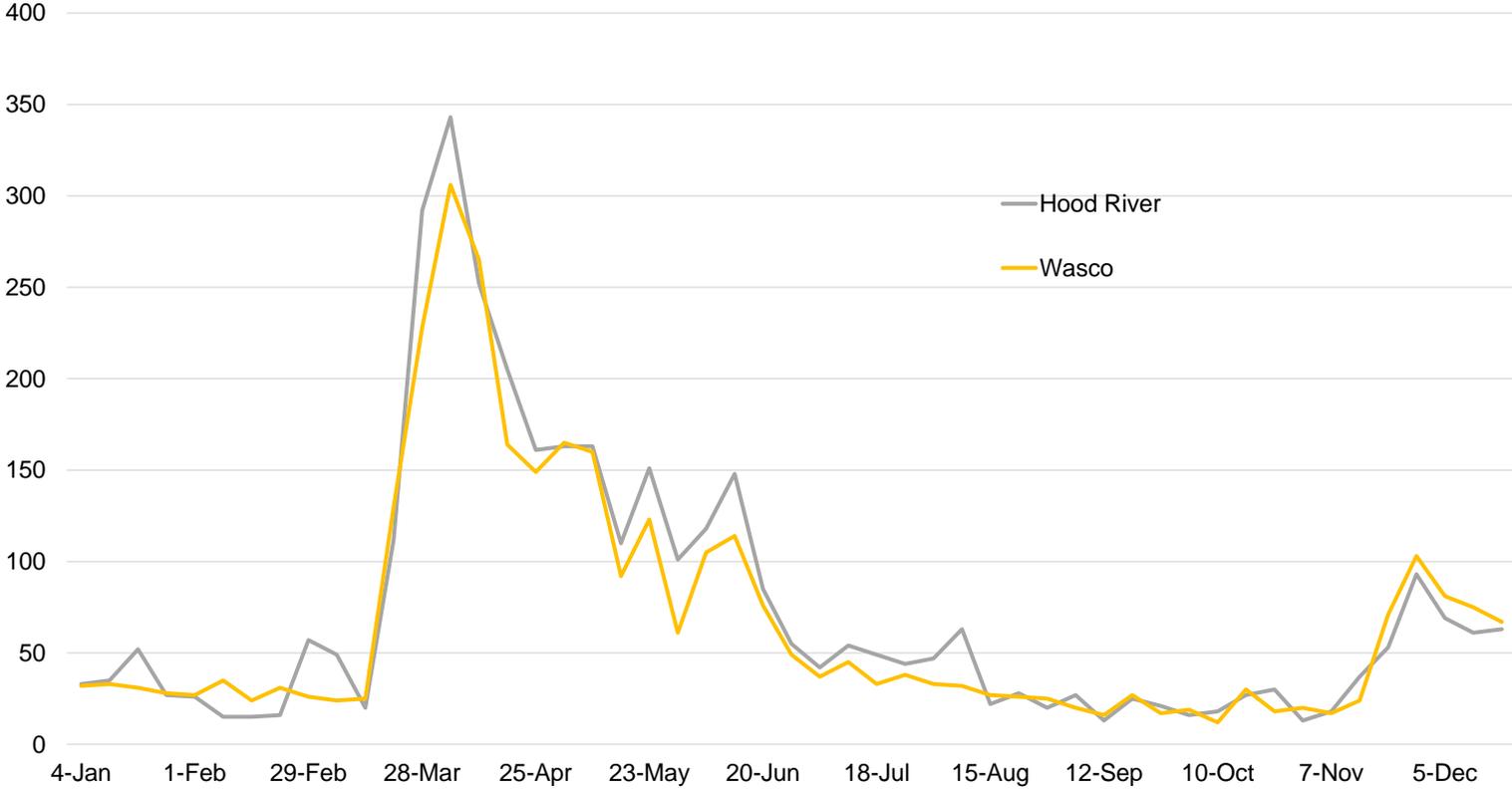
# Monthly Unemployment Rates in 2020 Below Oregon's As Recovery Begins...

## Seasonally Adjusted Monthly Unemployment Rates: 2019 - 2020



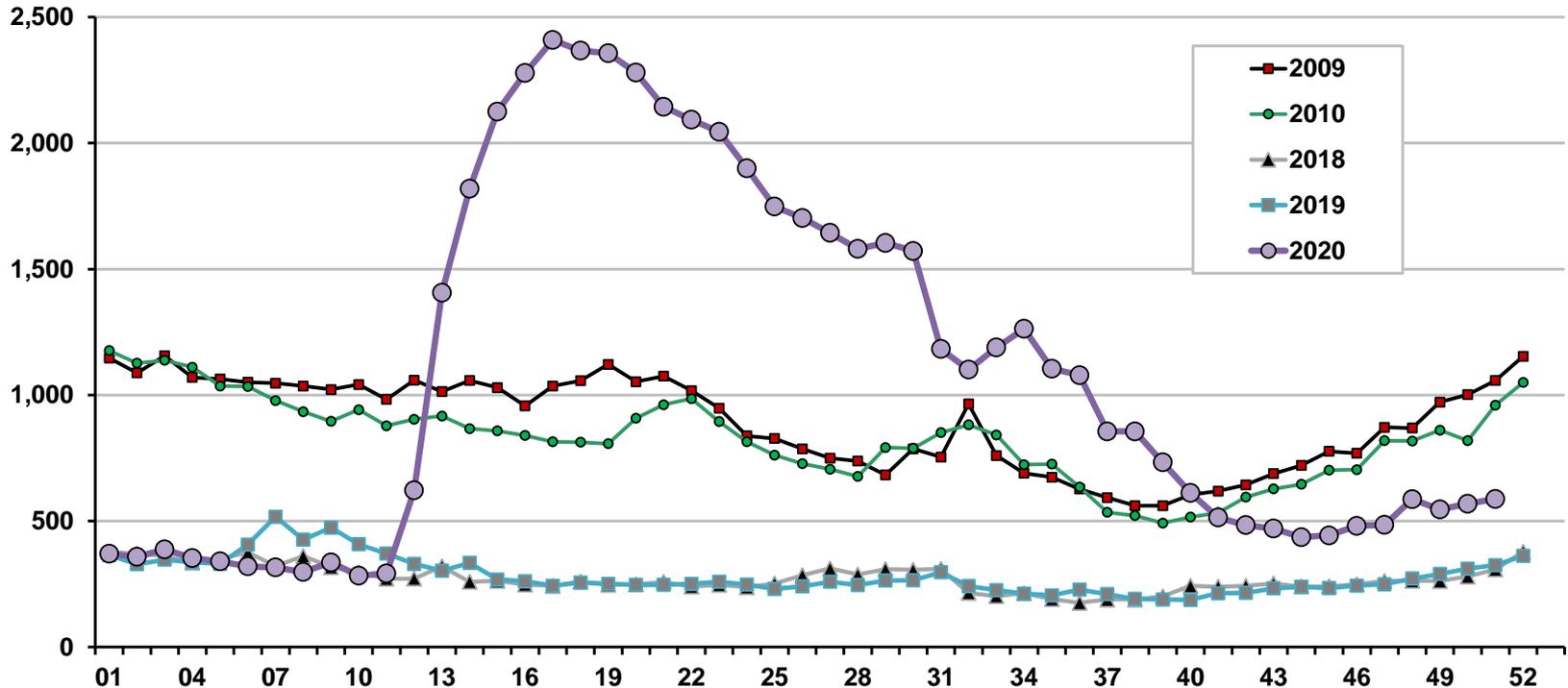
# Initial Claims Rose in Late November and Early December

Initial Claims for Regular Unemployment Benefits by Week Ending Date in 2020



# Great Recession Highs Compared with 2018-2020

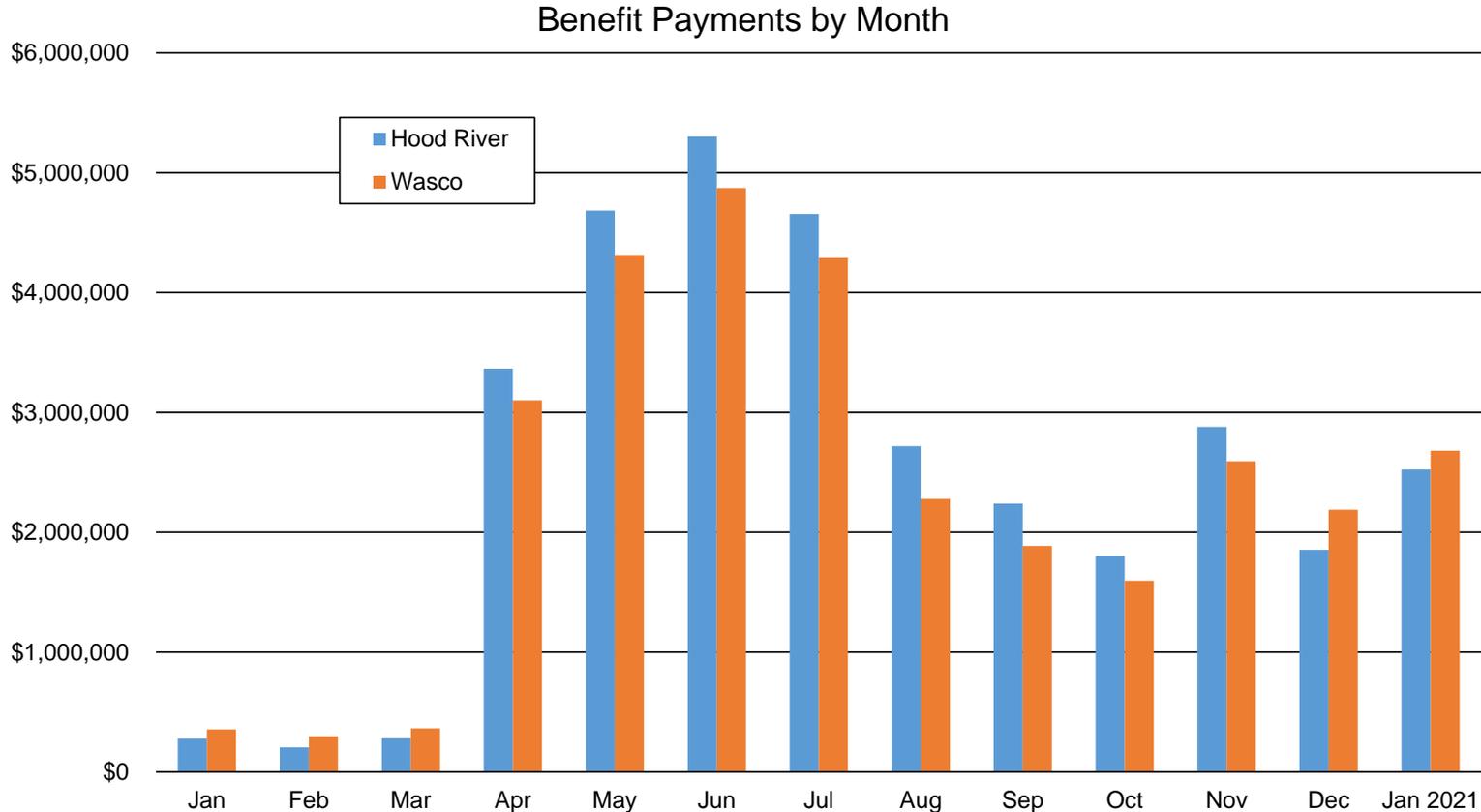
## Columbia Gorge Regular Unemployment Insurance Claims by Week: 2009-2010 & 2018-2020



Sources: U.S. Bureau of Labor Statistics, Oregon Employment Department



# \$61.8 Million Paid over April 2020 – January 2021





**Dallas W. Fridley, Regional Economist**

[Dallas.W.Fridley@Oregon.gov](mailto:Dallas.W.Fridley@Oregon.gov)

**Cell: 541-645-0005**

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Twitter [@OED Research](https://twitter.com/OED_Research)





## AGENDA ITEM

### Fort Dalles Museum Repairs

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[MESSAGE TO THE BOARD](#)

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[REAL PROPERTY TRANSFER AGREEMENT](#)

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[PHOTOS](#)

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[PROJECT FINANCIALS](#)

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Elizabeth Wallis and Donna Lawrence are here to represent the Fort Dalles Museum and Anderson Homestead Commission. We appreciate your time.

We come before you to more fully explain the damage that has occurred due to the wind storm of January 12th, 2021, and the financial ramifications of that event; and to ask for assistance clarifying the roles of County personnel and Museum Commissioners.

As you may be aware, the County owns the property and buildings where the Surgeon's Quarters sit. The County currently contributes half of the Museum's budget, \$22,500 per fiscal year. As you may also be aware, the Museum has been closed since March of 2020 due to covid-19. Finally, our one paid staff member is on personal leave. Volunteers and volunteer Commissioners have been conducting *all* Museum business throughout the winter.

At the County Commission meeting on January 20th, we don't believe that you were provided a complete picture of the extent and expense of the damage from the windstorm. A large ponderosa pine broke and punctured the roof of the Surgeon's Quarters. This tree was massive and heavy enough that it forced branches into the ground and ruptured the irrigation system. It came through the roof of the Surgeon's Quarters, destroying shingles, rafters, and interior plaster.

The morning after the storm, our volunteer Commission members were on site immediately, assessing the damage, salvaging materials, and making plans to mitigate the damage. Commissioners were assisted by County Administrator Matthew Klebes, who reached out to contractors to get bids to clean up the situation and protect the Surgeon's Quarters from further damage from the elements.

Over the course of the following week and a half, a complicated and costly picture developed. The cost to clean up and remove the fallen tree, to remove the other two trees that posed an immediate threat, to tarp and then repair the roof, comes to \$12,065.00. This is almost precisely **half** of the County's annual contribution. Museum Commissioners were informed that these costs would come out of the Museum's contingency budget, which we, as a Commission, are proud to say that we have protected. This contingency fund will be tapped again as we address the remaining three trees that need to be removed, at an estimated cost of an *additional* \$12,000. It is a hard and heavy blow after a year of very little income.

The concern that the Museum Commission requests your clarification on is whether that budget is ours to continue to protect, manage, and spend as we deem appropriate. While well-intentioned, we are confused about the role Mr. Klebes took upon himself to communicate with contractors and obtain bids on our behalf. The Museum Commissioners are a dedicated, scrappy, resourceful bunch who take enormous pride in caretaking these pieces of City and County property as frugally and responsibly as possible. As a team, we have logged thousands of hours in manual labor and thousands of dollars in out-of-pocket expenses, all in an effort to protect the City and County's property, buildings, and artifacts.

Further, it has come to the attention of the Museum Commissioners that County Finance has directed that utility bills bypass our Director and be sent directly to County Finance, without approval. This creates additional confusion regarding the authority of the Museum and its Director and Commissioners to manage their finances, which we feel we have done exceptionally well.

In conclusion, the Fort Dalles Museum and Anderson Homestead Commission is reeling from this damaging and very expensive wind storm. At the very least, the Commission requires clarification about their authority over the monies dedicated to them by the City and the County. In the best case, the County would provide additional funding, which would prevent us from having to reach further into our emergency fund, which looks more and more fragile as covid-19 drags on.

Thank you for your time and attention to this matter.

Respectfully,  
Elizabeth Wallis and Donna Lawrence,  
Fort Dalles Museum and Anderson Homestead Commission.

Attachments:

Spreadsheet with costs, volunteer time, anticipated expenses, and donations received

Photos of damage

10.2001 Transfer of Ownership from Oregon Historical Society to Wasco County

**REAL PROPERTY  
TRANSFER AGREEMENT**

Mar 5 10 28 AM '02

THIS TRANSFER AGREEMENT, dated for reference purposes this 20<sup>th</sup> day of October, 2001, between the OREGON HISTORICAL SOCIETY, an Oregon non-profit corporation ("OHS") and WASCO COUNTY, a political subdivision of the State of Oregon (the "County").

**RECITALS**

WHEREAS, OHS owns a tract of land comprised of Lots A, B, C, J, K, L and the Eastern one-half of Lot I, Block 39, Fort Dalles Military Addition to the City of The Dalles, upon which there is located a structure known as the Surgeon's Quarters of Fort Dalles and various other buildings of historical significance (the "Property"); and

WHEREAS, the Property has been preserved for nearly a century as an important historic site in the Columbia Gorge and the State of Oregon; and

WHEREAS, the Wasco County-City of The Dalles Museum Commission has been responsible for preserving and maintaining the Property through a Memorandum of Understanding with OHS executed on December 13, 1982; and

WHEREAS, OHS now believes that it is in the best interest of preserving the Property and adjoining historical properties by allowing local entities to legally possess and care for these important cultural resources.

NOW, THEREFORE, for valuable consideration, the parties agree to the following:

1. **Transfer.** On or before November 15, 2001, OHS will transfer ownership of the Property to the County and its official representatives. The Property will be conveyed by Bargain and Sale Deed (the "Deed") in the form attached as Exhibit A herein.

2. **Restrictions on Use.** It is fully understood that the Property is a significant historic structure and valuable cultural resource, and will be preserved and maintained by the County following professional standards for historic preservation. The Wasco County-City of The Dalles Museum Commission, as overseer of the Ft. Dalles Museum, including the Property, will continue to provide leadership and guidance regarding historic preservation issues with professional input from the City Historic Landmarks Commission, the Oregon State Historic Preservation Office, National Park Service and other historic preservation entities. The Deed conveying the Property will contain the foregoing restrictions.

3. **Condition of Property.** The County represents that it has accepted and executed this Agreement on the basis of its own examination and personal knowledge of the Property, that OHS and OHS's agents have made no representations, warranties or other agreements concerning matters relating to the Property, including the environmental condition thereof, that OHS and OHS's agents have made no agreement or promise to alter, repair or improve the Property, and

that the County takes the Property in the condition, known or unknown, with all defects, "AS-IS."

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

OREGON HISTORICAL SOCIETY

By Joe D. Bunn  
Its President

WASCO COUNTY

John Mabrey  
John Mabrey, County Judge

Scott McKay  
Scott McKay, County Commissioner

Dan Ericksen  
Dan Ericksen, County Commissioner

11/9/02

WASCO COUNTY-CITY OF THE DALLES  
MUSEUM COMMISSION

Sam Woolsey  
Sam Woolsey, President

003347\00035\420909 V001

**EXHIBIT A**

AFTER RECORDING, RETURN TO:

Mr. Sam Woolsey  
c/o Wasco County - City of The Dalles  
Museum Commission  
500 W. 15<sup>th</sup> Street  
The Dalles, OR 97058

UNTIL A CHANGE IS REQUESTED,  
SEND ALL TAX STATEMENTS TO:

Wasco County  
511 Washington Street  
The Dalles, OR 97058  
Attn: Presiding Judge

**BARGAIN & SALE DEED**

THE OREGON HISTORICAL SOCIETY, an Oregon non-profit corporation, Grantor, conveys to WASCO COUNTY, a political subdivision of the State of Oregon, Grantee, that certain real property located in Wasco County, Oregon, and more particularly described on Exhibit A attached hereto.

The true consideration for this conveyance is good and valuable consideration other than money.

This conveyance is made upon the express condition that Grantee will (i) use the Property as a historical building and site open for inspection by the public, and (ii) maintain, repair and operate the Property in accordance with the Secretary of Interior's Standards for Treatment of Historic Properties, as may be amended from time to time. If the Property is ever used for any other purpose, the Grantor or its successors or assigns may re-enter and terminate the estate hereby conveyed.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

DATED this \_\_\_\_ day of December, 200\_.

GRANTOR:

THE OREGON HISTORICAL SOCIETY, an  
Oregon non-profit corporation

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF OREGON            )

EXHIBIT A

County of Multnomah            ) ss.  
  )

The foregoing instrument was acknowledged before me on December \_\_, 200\_\_, by \_\_\_\_\_, as President of the Board of Directors of The Oregon Historical Society, an Oregon non-profit corporation.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires \_\_\_\_\_

003347\00035\420885 V001

## EXHIBIT A

### TRACT 1:

Lot C, Block 39 FORT DALLES MILITARY ADDITION TO DALLES CITY in the County of Wasco and State of Oregon.

### TRACT 2:

Lot J and the East half of Lot I in Block 39 FORT DALLES MILITARY RESERVATION TO DALLES CITY, in the County of Wasco, State of Oregon.

### TRACT 3:

Lots A, B, K, and L in Block 39 FORT DALLES MILITARY RESERVATION TO DALLES CITY, in the County of Wasco, State of Oregon; ALSO that portion of the vacated alley which incurred by vacation Ordinance No. 421.













## AGENDA ITEM

### Executive Session

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[PURSUANT TO ORS 192.660\(2\)\(G\) TRADE NEGOTIATIONS/\(2\)\(H\)  
CONSULTING WITH COUNSEL/\(2\)\(E\) REAL PROPERTY TRANSACTIONS](#)

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[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO  
AGENDA](#)

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## AGENDA ITEM

### Public Hearing: Strategic Investment Program Application/Agreement

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[STAFF MEMO](#)

---

[SUMMARY](#)

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[BUSINESS OREGON SIP FLYER](#)

---

[STAFF PRESENTATION](#)

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[TERMS SHEET](#)

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[MAP](#)

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**SUBJECT: Strategic Investment Program (SIP) Agreement**

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TO: BOARD OF COUNTY COMMISSIONERS

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FROM: MATTHEW KLEBES, ADMINISTRATIVE SERVICES DIRECTOR

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DATE: 2/8/2021

**BACKGROUND INFORMATION:**

The City of the Dalles and Wasco County have been approached by Design, LLC in regards to a Strategic Investment Program (SIP) agreement for the development of property they have privately purchased primarily consisting of the former aluminum plant site and the rodeo grounds. A SIP agreement provides up to 15 years of tax abatement for a project and is similar to an Enterprise Zone but is distinct in several key ways.

Included in this packet is a term sheet outlining the provisions of the draft agreement including both statutory and locally negotiated components. Key points are:

- A 20 year window for two projects, each with up to a 15 year abatement period
- Prescribed Taxes
- Prescribed Community Service Fee (CSF)
- Guaranteed Annual Payment (GAP)
- Transfer of Property
- Right of First Refusal

In addition to this term sheet, staff has put together a presentation, also included in your packet, which will be reviewed at City of The Dalles Council and Wasco County Commission Joint Public Hearings scheduled February 17<sup>th</sup> at 2:30pm and February 22<sup>nd</sup> at 5:30pm. These first two meetings are intended to present the draft documents, answer questions, and take testimony. A decision on this agreement will be sought at the March 3<sup>rd</sup> Wasco County Commission meeting and the March 8<sup>th</sup> City of The Dalles Council meeting.

The City of the Dalles and Wasco County have been approached by Google in regards to a proposed Strategic Investment Program (SIP) agreement for the development of property they have privately purchased primarily consisting of the former aluminum plant site and the rodeo grounds. The Strategic Investment Program is a State program overseen by Business Oregon. It provides up to 15 years of partial tax abatement for a project and is similar to an Enterprise Zone but is distinct in several key ways.

Included in the packet for the upcoming City and County Joint meeting is a term sheet outlining the provisions of the draft agreement including both statutory and locally negotiated components. Key points are:

- A 20 year window for two potential projects estimated at \$600 million each, each with up to a 15 years of partial tax abatement
- State Prescribed Taxes tied to the total investment each project
- State Prescribed Community Service Fee (CSF) based on 25% of full tax, capped at 2.5 million
- A locally negotiated Guaranteed Annual Payment (GAP)
- Transfer of property from Google to the City and County
- Right of First Refusal giving the City and County the option to purchase the property from Google for up to 10 years after the completion of the final abatement.

In addition to this term sheet, staff has put together a presentation which will be reviewed at City of The Dalles Council and Wasco County Commission Joint Public Hearings scheduled February 17<sup>th</sup> at 2:30 p.m. and February 22<sup>nd</sup> at 5:30 p.m. These first two meetings are intended to present the draft documents, answer questions, and take testimony. A decision on this agreement will be sought at the March 3<sup>rd</sup> Wasco County Commission meeting and the March 8<sup>th</sup> City of The Dalles Council meeting.

# BUSINESS INCENTIVE: Strategic Investment Program

## Exempts a portion of large capital investment from property taxes

The Strategic Investment Program is available statewide for projects developed by “traded-sector” businesses, such as manufacturing firms. “Traded sector” is defined in Oregon law as “industries in which member firms sell their goods or services into markets for which national or international competition exists.”

Depending on certain factors, like investment size, the Strategic Investment Program can offer exceptional benefits in terms of net present value.

## BASIC ELEMENTS FOR PRIVATE INVESTORS

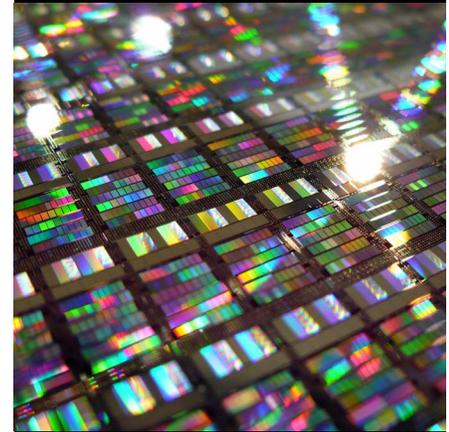
- Project must either receive local approval through a custom agreement with county/ city or tribal government or be located in a pre-established ‘Strategic Investment Zone’ (SIZ)
- The 15-year exemption is on project property greater than the threshold amount—only the assessed value under the threshold is taxed.
- The exemption threshold value then rises 3 percent/ year during the exemption period
- Threshold starts at \$100 million for locations inside the current urban growth boundary of a metropolitan area or city with 40,000 or greater population
- Elsewhere, the threshold starts at \$25 million if the total investment is \$500 million or less, and at \$50 million if project costs are between \$0.5 and \$1 billion.
- A community service fee is paid each year to local public service providers
- This fee equals 25 percent of each year’s tax savings, but it is capped at an annual maximum of \$2.5 million (outside SIZ)
- Additional local requirements may apply

## BENEFITS BOTH COMMUNITY AND COMPANY

- Even with the community service fee, SIP represents a tremendous incentive for substantial investments, and the chance to more rationally tax exceptionally large capital facilities
- It offers an excellent forum to solidify local community support for an otherwise special project
- The new taxable property value alone still represents extraordinary public revenue—not to mention corporate and personal income tax collections
- Characteristics of typical SIP projects are as follows:
  - Exceptional capital outlays for technology and research
  - Large dollar investment per employee
  - Well-trained, well-compensated workforce
  - Major indirect effects on suppliers and other parts of the economy
  - Low impact on direct public services per \$ invested

## OUR MISSION

We invest in Oregon’s businesses, communities, and people to promote a globally competitive, diverse, and inclusive economy.



## BUSINESS OREGON

Main Office:  
775 Summer Street, NE, Suite 200  
Salem, OR 97301  
www.oregon4biz.com  
503-986-0123

Business Oregon is an agency of the state of Oregon.

# Strategic Investment Program

# Overview

- Details of the Program
- Steps to date
- Project Site
- Summary of Agreement
- Next steps
- Q/A and Comments

# Details of Program

## Strategic Investment Program (SIP) vs. Long Term Enterprise Zone (EZ)

- They are both up to a 15-year property tax abatement program
- EZ has requirements for job creation and wage/compensation minimums
- SIP is intended for large capital investments
- SIP has 3 distinct components

## Ad Hoc vs. Strategic Investment Zone

- SIP has an ad hoc approval process, where an agreement can be considered with a required public hearing
- Counties (and Cities) may create Strategic Investment Zone (SIZ) with Business Oregon approval.
  - We do not have such a zone so we are following the Ad Hoc process.

# Three Major Categories

- Taxes (Set by Business Oregon)
- Community Service Fee (Set by Business Oregon)
  - Community Service Fee Distribution (Potential set by Taxing Districts)
- Locally Negotiated Component (Developed by Applicant, County, and City where development is located)

# Taxes

<b>Total Investment Costs</b>	<b>Initial Taxable Portion Amount*</b>
Not more than \$500 million	\$25,000,000
Between \$0.5 and \$1.0 billion	\$50,000,000
Greater than \$1.0 billion	\$100,000,000

\*"Rural area"—located entirely outside urban growth boundary of a city with a population of 40,000 or more at the time of state SIP application or in a Rural SIZ designated before October 5, 2015. Taxable portion is based on property's real market value and grows 3% p.a.

# Community Service Fee

- Paid each year of the abatement
- Equals 25% of each year's tax savings, capped at an annual maximum of \$2.5 million
- Distribution
  - County, City, and non-school districts (accounting for at least 75% of such district tax levy at site) agree on how to distribute CSF within 3 months
  - May be mutually amended or revised at a later time
- If no agreement within 90 days of Business Oregon approval, Business Oregon will set the distribution formula

## Steps to date

Design LLC. expressed interest in a SIP agreement under ad hoc approval (No SIZ) for a development at a site they privately purchased

City and County representatives met with Design LLC representatives to negotiate a draft agreement.

# Project Site

- Red is Lockheed Martin
- Yellow is Hydro
- Blue denote
  - Parcel A: Likely primary development site for projects
  - Parcel B: Likely development site for warehouse and contains Land Component



Source:  
Aerial photograph obtained from the  
Oregon Statewide Imagery Program.  
Tax lots obtained from Marion County  
GIS and uploaded to ground survey.

Legend  
Tax Lots

Figure  
Exhibit A: Property Overview

The Dalles, Oregon

# Summary of Proposed Agreement

2 projects

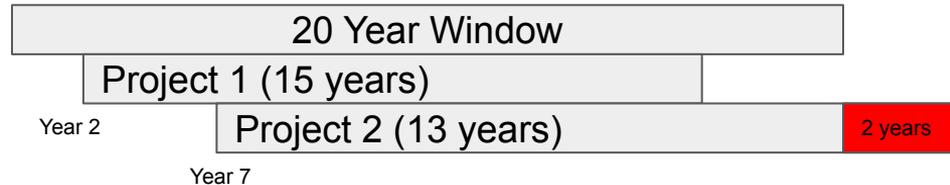
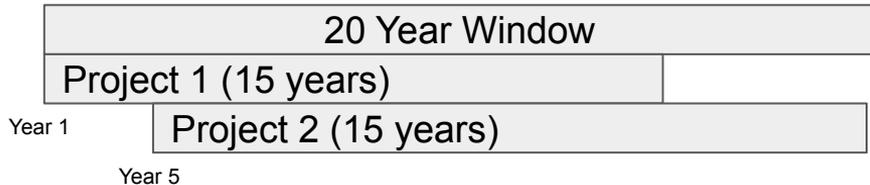
One data center and direct support facilities each

Also includes a warehouse

Each a maximum of 15 years once project completed

Not to exceed a 20 year window from beginning of agreement

Possible examples below:



# 3 Categories

## *Per Project*

### Category 1: Taxes

- Applicant expressed an anticipated investment of \$600 million
- Per SIP statutes, initial \$50 million of assessed value is taxed with a 3% increment annually

### Category 2: Community Service Fee

- Per formula (25% of tax savings capped at 2.5 million)

What do taxes on \$50 million look like year 1?

NOT FOR USE

Taxing District	Year 1
Total	\$909,010.00
Wasco Co UR	\$197,905
Port of TD UR	\$9,345
Park & Rec UR	\$31,630
Library UR	\$31,650
Fire District UR	\$97,755
Soil & Wtr District UR	\$11,640
4H & Ext UR	\$11,640
City of TD UR	\$140,345
Urban Renewal	\$60,240
School District 21 UR	\$243,835
CGCC UR	\$12,580
ESD UR	\$21,775
Bonds (CGCC, MCFR, Prk & Rec)	\$38,670

# Category 3: Local Negotiated Agreement

## Initial Payment

- Pay a one-time \$3M payable within 60 days of submission of the first data center building Construction-in-Process form for each Project.

## Guaranteed Annual Payment (GAP)

- Project 1 (50%) and Project 2 (60%)
- If the taxes and community service fee add up to less than 50% of full tax for the first project and 60% for the second project, the applicant will pay a GAP payment to City and County make up the difference
  - EXAMPLE (NOT REAL NUMBERS)
    - 50% of tax = 5 million
    - Taxes on \$50 million = \$1 million + \$2.5 million CSF = \$3.5 million
      - \$5m - \$3.5m= \$1.5 GAP payment
- Regardless, a total 3 million minimum payment will be made each year for each project.
- Project 1 (50%)
  - Taxes on 50 million **plus** CSF **plus** GAP = Approx. 54 million
- Project 2 (60%)
  - Taxes on 50 million **plus** CSF **plus** GAP = Approx. 65 million

# Review of Revenue Distribution

- Ultimately depending on final value of development, tax calculation based on 50 million will be distributed to all relevant taxing districts per project with 3% annual increase.
- CSF pending agreement amongst 75% of taxing district levy within 90 days of Business Oregon determination
- GAP Payment is made to City and County
  - City and County have been working on a process, to be released within the year, for potential allocation of other tax abatement funds

# Local

- Land
  - Receive transfer of a minimum of 35 acres at Parcel B, near NORCOR
  - At no cost
  - Pending Due Diligence information
  
- Right of First Refusal (ROFR)
  - 500K per project credit towards purchase price in consideration of demolition and other site preparation costs for reuse
  - In effect up to 10 years after end of final abatement

# Some Indirect Benefits

- There is no job creation requirement for this agreement but the applicant does expect new direct and indirect jobs will be created
  - They will be required to enter into a First Source Hiring Agreement
- This will also clean up a challenged site within our community
- Water and power revenue, potential Aquifer Storage and Recovery (ASR)

# Next Steps

City Council & Wasco County Commission Joint Public Hearing on February 17th at 2pm

City Council & Wasco County Commission Joint Public Input on February 22nd at 5:30pm

Wasco County Commission Public meeting to consider possible approval of agreement March 3rd

City Council meeting to consider possible approval of agreement on March 8th

# SIP Approval Process by Business Oregon

- Once the locally negotiated agreement is approved and the County officially request a determination, the firm will submit an application for Project Determination by the Business Oregon Commission.
- Application may be reviewed for up to 21 days before being conveyed to the Commission
- If the application is approved, the project can proceed per the terms reached

Q/A and Comments

## PROPOSAL

### Sponsors will:

- Approve a SIP Agreement provided by (Oregon Revised Statutes: ORS - 285C.600-285.635) and (Oregon Administrative Rules: OAR 123-623) to include:
  - Up to 2 Projects, each with an Abatement Period of 15 years, and an overall term of no more than 20 years from the first year of the initial Abatement Period on Parcels A & B
    - A Project will include one data center and all associated direct support facilities
    - A warehouse supporting data center operations can be included in a Project
    - Statutory Requirements (per Project):
      - New ad valorem tax on Investment valuation up to SIP threshold levels
      - Community Service Fee of 25% of tax savings, up to \$2.5M annually
- Each Abatement Period will begin the following tax year after each Project is operational (Certificate of Occupancy Date) or, if earlier, after the expiration of the Construction in Process exemption, in accordance with ORS 307.123

### Design will:

- Commit to investing at least \$600M in new data center facilities in The Dalles, OR.
- Pay a Guaranteed Annual Payment (GAP) amount each year of the Abatement Period for each Project equal to:
  - For the first Project
    - The greater of (A) 50% of full tax that would otherwise be due without a SIP based on annual valuation minus the sum of (i) ad valorem taxes paid related to the SIP and (ii) the Community Service Fee paid for each year of abatement; or (B) \$3 million for each year of the abatement.
  - For the second Project
    - The greater of (A) 60% of full tax based on the annual valuation receiving abatement minus sum of (i) ad valorem taxes paid related to the SIP and (ii) the Community Service Fee paid for each year of abatement; or (B) \$3 million for each year of the abatement.
- Pay an Initial Payment as described below:
  - Pay a one-time \$3M Initial Payment, payable within 60 days of submission of the first data center building Construction-in-Process form for each Project.
- Deed at least 35 contiguous acres of Parcel B adjacent to NORCOR (estimated value of \$2.4M) at no cost to the Sponsors upon completion of all of the following: (i) local approval of the SIP agreement, (ii) approval of the SIP application by the Oregon Business Development Commission, and (iii) Design's receipt of a building permit.
  - Design will provide to Sponsors all standard due diligence materials pertaining to Parcel B prior to execution of the SIP Agreement.
  - Design acknowledges the Sponsors' request for additional acreage beyond 35 acres. Design will coordinate with Sponsors to establish a mutually agreeable property line that reasonably accommodates both Design's and the Sponsors' requirements.
- Agree to a First Right of Refusal for Sponsors on Parcel A and Parcel B during the SIP term and for 10 years after the final Abatement Period ends, should Design elect to sell said properties to an unrelated third party. If Sponsors exercise said First Right of Refusal, Design shall credit Sponsors \$500,000 for each Project built (a maximum of \$1 million) toward the final purchase price for demolition or repurposing costs.

Exhibit A - Property Overview  
Exhibit A



Source:  
Aerial photograph obtained from the  
Oregon Statewide Imagery Program.  
Tax lots obtained from Wasco County  
GIS and adjusted to ground survey.

Legend  
Tax Lots

Figure  
Exhibit A: Property Overview  
The Dalles, Oregon



Kathy Clark <kathyc@co.wasco.or.us>

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## Comment to the Board of Commissioners

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noreply@revize.com <noreply@revize.com>  
Reply-To: Laurel\_rogers@hotmail.com  
To: kathyw@co.wasco.or.us

Wed, Feb 17, 2021 at 8:33 AM

Name = Laurel Rogers

Email = [Laurel\\_rogers@hotmail.com](mailto:Laurel_rogers@hotmail.com)

Comments = They should be required to hire locals instead of bringing in their own like the last time.

Client IP = 71.95.108.234

## Local Governments Support Recycling Modernization (SB 582/HB 2065)



Chair Beyer and Members of the Committee:

**The local governments and governmental associations listed above strongly support the passage this session of legislation to modernize Oregon's recycling system.**

Our state's nationally renowned recycling programs have provided efficient and environmentally beneficial services to Oregon's households and businesses for more than three decades. However, action is urgently needed to address changes in materials and markets that have created significant challenges to the sustainable and equitable operation of these programs.

At the most basic level, the products and packaging we buy have changed. Easily recyclable paper has increasingly been replaced by a dizzying array of plastics and new types of packaging, many of which tout misleading claims of recyclability. As a result, it has become more complicated for our residents to know what should and should not go in the bin. In turn, the work of recycling facilities to sort through and find markets for those materials has become increasingly difficult and costly. Moreover, concerns persist among the public that what we put in the bin may be mismanaged and end up polluting the land, air and waters of developing countries.

Local governments find themselves in the thick of these challenges. Diminishing markets and higher quality standards for recyclables have pushed up costs for our ratepayers. Educating residents on what can go in the bin amid a blizzard of new materials and confusing labeling is a seemingly unending task. Our residents are highly concerned when they see news reports about our supposedly recycled plastics polluting other countries. We also recognize the need to provide greater equity in the system, both in access to recycling services – particularly for rural residents and people who live in apartments and multifamily homes – and in the ability of recycling workers to earn a living wage.

SB 582/HB 2065 will address these challenges by restructuring our recycling system in three fundamental ways. The bill will:

**Comment [RT1]:** Could say or “has been designed to” or “is intended to” if “will” is too strong

- **Require producers to take responsibility for the products and packaging they put onto the market.** Producers, who have the greatest ability to make changes that can make their products easier to manage, need to step up to responsibilities that local governments have too long borne on their own. The bill will require producers to provide resources to assist local governments in improving services, including expanding multifamily recycling.
- **Ensure a responsible and equitable recycling system.** Misleading labeling on products and packaging about their recyclability will be prohibited. Recycling workers will receive a living wage. Collected materials will not be allowed to pollute other communities – domestic or foreign.
- **Modernize the recycling system statewide.** Establish a statewide list of what will be collected for recycling based on a thorough evaluation of economic and environmental benefits. Require payments from producers to level the cost of getting recycling materials to markets.

SB 582/HB 2065 is the product of more than two years of research and stakeholder discussions. Local governments were directly involved in these efforts. While we understand that a comprehensive reform like this will undergo refinement in the legislative process, we are committed to working with you to carry out the intent of the partners who joined to develop this proposal.

**We strongly support SB 582/HB 2065 and urge you to move it forward.**

Agriculture is one of Wasco County's strongest economic sectors. Our area's cherry and other fruit crops are renowned for their quality, sustaining an annual value exceeding \$50 million for growing and packing while employing nearly 7,000 workers during peak season.

To support this essential workforce, Wasco County growers rely on agricultural labor housing. Our county has 83 registered labor camps for just over 4,500 occupants. Labor housing is a major investment, and all efforts must be taken to ensure it safely supports its occupants. Wasco County Board of Commissioners supports Oregon Farm Bureau's Jan. 4, 2021 petition to adopt permanent amendments to OAR 437-004-1120 to mitigate COVID-19's spread in employer-provided housing. The petition provides sensible recommendations to relax current temporary rule density requirements that reduce opportunities for safe housing, while still requiring additional sanitary and safety precautions.

The current Oregon OSHA temporary housing rules expiring April 30 via Executive Order 20-58 have caused significant economic impact. These appeared with the original agriculture housing temporary rules in May that severely curtailed farm labor occupancy. Many Wasco County growers were forced to use less than 50 percent of housing due to OSHA social distancing requirements. They cannot afford to repeat that loss again during 2021 harvest. Furthermore, growers already made significant investments to address COVID-19 concerns, any new additional rules created by OR-OSHA will come with their own set financial implications which will fall exclusively on the backs of growers at a time when they are challenged by volatile tough fruit markets and low prices.

We urge Oregon OSHA to adopt reasonable COVID-19 mitigation and sanitation rules outlined by Oregon Farm Bureau's petition. We concur that bunk beds should be allowed for non-related individuals to prevent displacing workers with few other safe housing options. We encourage Oregon OSHA to act swiftly to give employers and workers certainty of rules before harvest.

As we have learned from nearly a year of pandemic changes, more safe housing options are needed. Restrictions reducing the occupancy allowed in labor housing will have the effect of putting people out of work if they are unable to secure a place to live and it will leave crops in the field due to a shortage of harvest workers.

Best regards,