



AGENDA: REGULAR SESSION

WEDNESDAY, JUNE 16, 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 an 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](#)

9:00 a.m.	CALL TO ORDER 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. Corrections or Additions to the Agenda Discussion Items: COVID Updates ; Subdivision Plats ; Newspaper Designation ; USFS Patrol Agreement Modification (Items of general Commission discussion, not otherwise listed on the Agenda) Consent Agenda: 6.2.2021 Regular Session Minutes ; Reappointments (Items of a routine nature: minutes, documents, items previously discussed.)
10:00 a.m.	FEMA Grant Letter – Kelly-Howsley Glover
10:10a.m.	GIS Agreements Renewal – Tycho Granville
10:20 a.m.	Sherman County Community Corrections IGA – Fritz Bachman
10:35 a.m.	Youth Think Grant Application – Debby Jones
10:45 a.m.	Transportation Grant Agreements – Jessica Metta
10:55 a.m.	FEMA Grant Letter of Intent – Sheridan McClellan/Andrew Tagliafico
BREAK	
12:30 p.m.	Work Session to be held at the Wasco County Fairgrounds, 81849 Fairgrounds Rd, Tygh Valley, OR
	COMMISSION CALL
	NEW/OLD BUSINESS
	ADJOURN

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



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION**

JUNE 16, 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.

Public Comment

North Wasco Parks and Recreation District Executive Director Scott Baker said that the District would like to be involved in some of the discussions around how to use federal funding through the American Rescue Plan. He explained that they received some direct funding through the COVID-19 Relief Fund for items related to pandemic response but are only eligible for ARP funds as a pass-through recipient.

Chair Hege asked how much they would need. Mr. Baker responded that looking at reimbursements it would be \$60,000; however, there is a need at Sirosis Park that would be \$1 million. He said he would like to get \$400,000 from the City of the Dalles, \$400,000 from the County and the remainder from NWPRD reserves. He said that his suggestion would be to set aside a percentage of the ARP funds for districts in general and disburse from there.

Chair Hege asked if NWPRD has had this discussion with the City of The Dalles. Mr. Baker replied that he has talked with staff and will be bringing it to City Council at an upcoming meeting.

Discussion Item – COVID Updates

Vice- Chair Schwartz reported that we have had two deaths since the last Board Session. The FEMA Mobile Vaccination Unit (MVU) is at St. Mary's and we have seen a spike in vaccination rates since they have been in operation. The trailer is supplied and staffed by the federal/state government. There are only 3 MVUs in the state; we are very lucky to have one here. They are trying to encourage people to use the MVU so that North Central Public Health District can focus on outreach. Large scale vaccination events at the Readiness

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Center are no longer occurring.

Chair Hege asked about the strength of the spike and if it is county residents only. Vice-Chair Schwartz replied that she doesn't know the specific amount of the spike but our vaccination rate was going down and we saw a good spike after the MVU was in operation. The State is at 68%; once they reach 70% the state restrictions will be lifted. The hope is that we will reach that before July 4th.

Vice-Chair Schwartz went on to say that they are very excited about the immediate result of the MVU. She stated that she does not believe that the seasonal workers are included in our numbers related to the spike – it is residents only in that calculation.

Sheila Dooley asked if any vaccinated people have been hospitalized. Vice-Chair Schwartz answered that she does not have that information but can say that 98% of the people getting COVID now are unvaccinated.

Chair Hege asked if we know what our hospital capacity is. Vice-Chair Schwartz replied that she does not know but statewide we are trending down.

Discussion Item – Subdivision Plats

County Surveyor Brad Cross stated that there are two plats ready for Board review. County Assessor Jill Amery announced that both plats are in the Assessor's Office for the Board to stop by and sign. The first is the next phase of the Lone Pine development. Included in this phase are 4 riverfront lots which is exceedingly rare. There remaining 12 lots are smaller and will likely have manufactured home placements. There will be a final phase which will complete the subdivision. This has been in process for a long time.

Mr. Cross said that the second plat is the final one to complete the Park Place subdivision located west of Sirosis Park off of Scenic Drive. This will create 20 additional residential lots.

Vice-Chair Schwartz asked how many lots were in the 1st phase. Mr. Cross responded that there are 13 existing lots; he believes that there may be 2 that are not built out.

Sheila Dooley asked if accessory dwelling units can increase the number of homes. Mr. Cross said that it is possible but she would have to check with City of The Dalles Planning Department.

Vice-Chair Schwartz commented that it is great to get more housing but it will not be affordable housing for low-income families.

Discussion Item – Newspaper Designation

Ms. Clark explained that this annual order designating a newspaper of general circulation for the publication of foreclosure notices is required by statute.

{{{Vice-Chair Schwartz moved to approve Order 21-036 designating a newspaper for the publication of the annual foreclosure list. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion Item – USFS Agreement Modification #5

Sheriff Lane Magill explained that this is a modification recognizing a \$10,000 increase in funding through an agreement with USFS for patrols in the Mt. Hood National Forest.

{{{Commissioner Kramer moved to approve Modification #5 to the US Forest Service Cooperative Law Enforcement Agreement 18-LE-1160600-005. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Consent Agenda – 6.2.2021 Minutes & Reappointment Orders

Commissioner Kramer noted that the reappointments include his reappointment to the Urban Renewal Advisory Committee; he asked if either of the other Commissioners would be interested in assuming that role. Vice-Chair Schwartz stated that she had served on that committee previously and would be willing to take that on.

{{{Commissioner Kramer moved to approve the Consent Agenda with the following change: Order 21-030 be changed to appoint Vice-Chair Schwartz to the Urban Renewal Advisory Committee. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Chair Hege thanked all those who step up to serve their community.

Chair Hege asked if there will be any change to the Board Session approach going forward. Ms. Clark replied that she has met with Information Services Director Andrew Burke twice this week to test the new system being installed in the Board Room at the Courthouse. She reported that the equipment installation should be complete prior to the first Board Session in July. She explained that there will be two small monitors located on the Board Room table for the commissioners to view. A camera has been installed for Zoom participation. There may be a second camera installed to allow for in-person presenters to be seen on the Zoom screen. The meeting will also be visible on the large screen in the Board room. She commented that there will be a learning curve in operating the equipment and she expects some glitches for the first few meetings.

Agenda Item – FEMA Grant Support Letter

Long-Range Planner Dr. Kelly Howsley-Glover stated that the work they will do through this grant will support a number of County projects including the Community Wildfire Plan and Natural Hazards Mitigation. County Staff is working with a number of community partners such as a core group of Fire Chiefs and the Oregon Department of Forestry. This grant will support the identification of publicly accessed roads for ingress and egress in fire response and hazard mitigation. This inventory will be shared with various partner agencies to identify gaps and challenges. Today, she is requesting a letter of support for the submission

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of an intention letter. She reported that they already of a number of support letters for county departments and partners.

Commissioner Kramer said that he fully supports this application.

Vice-Chair Schwartz asked what they will actually do to gather data. Dr. Howsley-Glover replied that they will use the drone capacity we already have and/or a mounted camera.

Vice-Chair Schwartz asked what is a public access road. Dr. Howsley-Glover stated that there are State and County roads, private access roads and public access roads. The County Public Works Director Arthur Smith estimates that there are 105 miles of public access roads. We already know that there are some access challenges in Juniper Flats and Mosier; this project will document those and identify others. The inventory created through this grant will support other grant applications to address the challenges revealed by the inventory.

Vice-Chair Schwartz asked for a definition of ingress and egress. Dr. Howsley-Glover replied that it is a fancy way of saying going in and going out.

Dr. Howsley-Glover went on to say that the letter of intent will go in by July 1st. If they are deemed eligible, they will follow up with a formal application.

*****The Board was in consensus to provide a letter of support for the hazard mitigation application letter of intent.*****

Agenda Item – GIS IGAs

GIS Coordinator Tycho Granville explained that it is time to renew our GIS agreements with partner agencies. The agreements are unchanged with the exception of a built in accelerator that will allow us to more accurately recover our costs.

Commissioner Kramer said that it is his understanding that the legislature is considering making this free to the public which could affect our program. Mr. Granville responded that we have a draft fee waiver policy that should address that issue. We may lose some on retail sales but there is language that allows us to push that work off to the State.

{{Vice-Chair Schwartz moved to approve Intergovernmental Agreements between Wasco County and Mid-Columbia Fire & Rescue, City of The Dalles, North Wasco Public Utility District and Sherman County for the provision of GIS Services. Commissioner Kramer seconded the motion which passed unanimously.}}

Agenda Item – Sherman County Community Corrections IGA

Sheriff Lane Magill explained that a lot of the Sherman County Community Corrections clients receive services in Wasco County; Sherman County has expressed an interest in contracting with Wasco County for their Community Corrections needs. This discussion has come before the Board previously. Staff has worked to develop an agreement in

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collaboration with Sherman County and both County Counsels. The agreement has been approved by the State and reviewed by Wasco County Finance Director Mike Middleton and Wasco County Administrator Tyler Stone. He is here requesting approval so that we can move forward with the transition process.

Commissioner Kramer noted that Item 6, Section C calls out the allowance for unfunded misdemeanor cases. He asked what that means – will we be negotiating that with the Sherman County DA. Sheriff Magill replied that there are a few misdemeanor cases that rise to the level of needing supervision – there will be a very small number from Sherman County. It is something we already do in Wasco County and there is legislation proposed that may fund some of that.

Commissioner Kramer said that Item 7, Section B discusses alignment between the two counties' fee schedules. He asked if Sherman County has updated their fee schedule to meet ours. Sheriff Magill replied that once we have completed the merger; they will adjust their fees to match ours.

Chair Hege said that he got a call from a Sherman County Commissioner wanting to know about the stipend outlined in Item 8 – how will that be paid. Sheriff Magill replied that as he understands it, the stipend will be paid by Sherman County. He said he would clarify that with them.

Commissioner Kramer said that he heard that the state Community Corrections Budget was approved at a higher level than had been requested.

{{Commissioner Kramer moved to approve the 2021 IGA between Wasco and Sherman Counties for the Administration of Community Corrections Programs and Services. Vice-Chair Schwartz seconded the motion which passed unanimously.}}

Agenda Item – Youth Think Grant Opportunity

Prevention Coordinator Debby Jones explained that she wants to apply for a Youth Promise Grant serving youth ages 6-24 in a 2-year program which would be an expansion of our "What's Strong with You" program into the elementary school level. The funding is a minimum of \$100,000 and a maximum of \$200,000. Chenoweth Elementary has agreed to be the pilot for that expansion with the hope of extending it to other area elementary schools in the second year.

Vice-Chair Schwartz asked how success has been defined with the program at The Dalles Middle School. Ms. Jones said that this year has been more difficult for gathering data due to COVID restrictions. Success is not based on academic performance but through school engagement. Outcomes do have to be reported and they will be doing so. In the meantime, the Principal, Vice-Principal and school Counselors have all reported that the program has made a huge difference for the kids they are trying to regulate and/or discipline. The facilitator did more virtual home visiting; one of the fathers got his son involved in the program and has reported that there has been a significant positive change in behavior.

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There are 22 kids currently active in the program. These are kids that have been identified by the school, DHS or the Juvenile Department as candidates for early intervention to avoid more significant problems in the future.

Ms. Jones went on to explain that the expansion will require additional staff support. We will be looking at contracting for that work rather than adding permanent staff.

*****The Board was in consensus for Youth Think to move forward with an application for the Youth Promise Grant.*****

Agenda Item – Transportation Grant Agreements

Mr. Stone explained that these are the same grant agreements we approve every year. In years past they have gone directly to MCEDD but there have been some new rules at the state level requiring us to go out to bid for some of the agreements.

Ms. Clark explained that there will be 3 agreements; only one was available for the packet – a second agreement has come in since packet publication. We expect the 3rd agreement soon; all are due back to the state by July 1st. That time pressure is why the motion is written to allow the Administrative Officer to sign the agreements once they are reviewed by MCEDD and County Counsel.

{{Commissioner Kramer moved to authorize Wasco County's Administrative Officer to sign the STF, 5310 and STIF Transportation Grant Agreements pending review by Mid-Columbia Economic Development District and County Counsel. Vice-Chair Schwartz seconded the motion which passed unanimously}}}

Agenda Item – FEMA Grant Letter of Intent

Emergency Manager Sheridan McClellan stated that this is a letter of intent for the Lost and Boulder Ditch Improvement District. There was not an opportunity to submit this earlier and the deadline is July 1st. This will allow for an application to FEMA if we get a positive response to the Letter of Intent.

Lost and Boulder Ditch Improvement District President Andrew Tagliafico explained that a large portion of the ditch runs through the area damaged in last year's White River Fire and has been significantly impacted by that event. He hopes to do the work in a phased approach through multiple grants.

Chair Hege commented that this must be one of the largest projects the District has faced, Mr. Tagliafico replied that it is and there is more. A lot of the canal starts in the burned area and they are also trying to mitigate water lost through open ditches, adding fish screening and looking at power generation to create a supporting revenue source.

Chair Hege asked if the entire district is located in Wasco County. Mr. Tagliafico responded affirmatively saying that it serves 12 customers between Gate Creek and White River.

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Mr. McClellan commented that this is just a letter of intent which serves as a foot in the door for grant funding. This will give them time to evaluate how it will work and to identify a source for match funding. He said he believes this is an eligible project.

Mr. Tagliafico added that they are working with Nate Stice at Regional Solutions to solicit some of the COVID money to assist with the match. The plan is to ask for the entire amount but they are also interested in a phased approach. They can save about 25% more water by reducing the amount of open ditch in the system.

*****The Board was in consensus to support the Lost and Boulder Ditch Improvement District's Letter of Intent to apply for FEMA grant funding.*****

Public Comment

Sheriff Magill said that his office is working with the State Police and Intertribal Police to have some education presence along with public safety presence at the Wasco County Fair in August. He said he is working out the logistics with Fair Manager Kay Tenold as they expect an especially large crowd this year.

Commission Call

Commissioner Kramer reported that Senate Bill 582A made it to the Joint Committee Subcommittee on Natural Resources with a 21st amendment. The Subcommittee passed it on to the full Committee with a recommendation to pass. He hopes to hear the result of that this week.

Chair Hege noted that the next AOC meeting is in September in Tillamook County starting on August 18th which is a Commission day. He asked that the Board have a very short agenda that day to allow travel time.

Mr. Stone announced that we have had some significant turnover in the Planning Department and wanted the public to be aware that we are working very hard but there will likely be some reduced office hours posted so that the remaining staff can focus on processing permits to meet statutory requirements.

Chair Hege commented that he attended a Planning staff meeting yesterday and was encouraged by their enthusiasm to face the challenges.

Commissioner Kramer asked that the media spread the word that citizens should call ahead and make appointments to see Planning staff. Chair Hege added that staff also has two LUDO updates they are working on.

Chair Hege called a recess at 10:31 a.m.

Agenda Item – Work Session held at Wasco County Fairgrounds

GIS WAIVER POLICY

Mr. Stone explained that a policy is being drafted to set parameters around granting fee waivers and avoid having to bring every request through the Board of Commissioners.

NSA RESPONSE

Mr. Stone reviewed a letter drafted by Planning Director Angie Brewer with revisions made by him, County Counsel and Counsel for the Port of The Dalles, Elaine Albricht. Discussion ensued about the tone of the letter. Vice-Chair Schwartz expressed her opinion that the language in the letter works against relationship building with the Gorge Commission. Commissioner Kramer stated that he believes the language in the letter could be even stronger. Chair Hege commented that he supports the letter but would be open to suggested revisions. Chair Hege and Commissioner Kramer concurred that we already work well with Gorge Commission staff; the difficulties we have experienced have been related to the Gorge Commission Board. It was determined that Vice-Chair Schwartz would prepare an alternate response letter for consideration.

GOLF COURSE IMPROVEMENTS

Mr. Stone noted that he has previously brought this item to the Board in a regular session and had their support to continue to work on bringing municipal water to the golf course. He reported that the work has reached the point where they will need to engage a firm to do the engineering that will support the RFP process. He wanted to let the Board know where he is in the project and that those funds for engineering will be spent soon.

Brief discussion ensued regarding the benefits of the project, one of which is public access to the golf course.

JUNETEENTH

Brief discussion ensued regarding the proposed June 19th holiday which has been approved at the federal level and seems likely to be approved at the state level. There is not a mandate to observe the holiday. The Board concluded that since the first observation would not be until June of 2022, they would revisit the matter next spring.

COVID-19 EMERGENCY DECLARATION EXTENSION

Ms. Clark stated that the current extension will expire on July 21st and asked if there is a desire to consider a further extension. After a brief discussion, the Board concluded that a further extension will be unnecessary; they will allow the current extension to expire.

Ms. Clark asked if the Board wants to continue to hold extended Discussion List time to include regular NCPHD COVID updates. After brief discussion, the Board concluded that

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NCPHD could be invited on an as-needed basis. Discussion List time can return to 30 minutes.

VACCINATION INCENTIVES FUTURE PLANS

Vice-Chair Schwartz explained that NCPHD is working on an equity plan for the use of Vaccination Incentive funds going forward. They would like the County to help with the administration of that plan to provide consistency and accountability. Some discussion ensued around having vaccination opportunities at the County Fair and using some of the funding at that event.

AMERICAN RESCUE PLAN FUNDING

Mr. Stone reviewed a memo outlining the results of his individual meetings with Commissioners to assess their positions on the use of the funds coming into the County through the American Rescue Plan. He suggested a list of priorities to apply to decision-making.

Discussion ensued regarding the approach to decision-making. The Board agreed that opening the process up to everyone would be overwhelming for the County and disappointing for many potential “applicants.” Discussion continued around single use opportunities, rather than parsing the funds out on smaller projects for which other funding might be available and more appropriate. Rural broadband was a large project that received initial support from the Board although Chair Hege wanted to make sure we explore other funding sources as well. Administrative Services Director Matthew Klebes and Mr. Stone commented that the project is large enough to use all of the ARP funds and whatever other funding they might acquire through grant opportunities.

Commissioner Kramer cautioned that there could be unfunded mandates coming out of the current Legislative Session; we should not make any final decisions until we have that information.

Mr. Stone suggested that if there is one project that all three Commissioners support, we should move forward with that. He noted that at least 40 governors have declared broadband as their state’s single biggest issue.

It was determined that a discussion of priorities in a regular session would be appropriate. The Board asked that Mr. Stone provide more detail in his memo and perhaps drop the bottom three priority categories and expand the #1 priority category and bring that to an upcoming Board session.

HOUSING

Commissioner Kramer explained that his position is that housing is not a County

responsibility. There are agencies that focus on that issue – it is not the County's job to provide housing for everyone. He said that we can support those efforts but should not be primary in those activities.

Vice Chair Schwartz stated that she agrees that it is not the County's responsibility but it is not uncommon for counties and municipalities to do a variety of things to support those efforts. She said that she hopes the land policy will be helpful in navigating this issue.

OUTBOUND COMMUNICATIONS FOR BOCC

Vice-Chair Schwartz said that we have a Facebook page that was spun up and used to disseminate information regarding the COVID-19 pandemic. The page has 2,200 followers and she believes we should take advantage of that built-in audience and shift the focus of the page to communications from the Board of Commissioners. She suggested that it might just be the agendas, board packets, meeting recordings and minutes.

Discussion ensued regarding the perceived usefulness of the page since all of those items are already available on the County website. Additional discussion was around how much interest there would be, how burdensome the management of the page would be and what the target audience would be. In addition, there was discussion about the various pages already employed by county departments and the wisdom of eventually converging them into one consolidated County page. The final determination was that Vice-Chair Schwartz would work with Ms. Clark on what the page would look like, what content it would contain and how that content is uploaded.

Chair Hege adjourned the session at 3:20 p.m.

Summary of Actions

MOTIONS

- **To approve Order 21-036 designating a newspaper for the publication of the annual foreclosure list.**
- **To approve Modification #5 to the US Forest Service Cooperative Law Enforcement Agreement 18-LE-1160600-005.**
- **To approve the Consent Agenda (6.2.2021 Regular Session Minutes & Reappointments) with the following change: Order 21-030 be changed to appoint Vice-Chair Schwartz to the Urban Renewal Advisory Committee.**
- **To approve Intergovernmental Agreements between Wasco County and Mid-Columbia Fire & Rescue, City of The Dalles, North Wasco Public Utility District and Sherman County for the provision of GIS Services.**
- **To approve the 2021 IGA between Wasco and Sherman Counties for the Administration of Community Corrections Programs and Services.**
- **To authorize Wasco County's Administrative Officer to sign the STF, 5310 and STIF Transportation Grant Agreements pending review by Mid-Columbia**

Economic Development District and County Counsel.

CONSENSUS

- **To provide a letter of support for the hazard mitigation application letter of intent.**
- **For Youth Think to move forward with an application for the Youth Promise Grant.**
- **To support the Lost and Boulder Ditch Improvement District's Letter of Intent to apply for FEMA grant funding.**

Wasco County
Board of Commissioners



Scott C. Hege, Commission Chair



Kathleen B. Schwartz, Vice-Chair



Steven D. Kramer, County Commissioner



DISCUSSION LIST

[NCPHD COVID UPDATES](#)

[SUBDIVISION PLAT](#) – Brad Cross

[NEWSPAPER DESIGNATION](#) – Kathy Clark

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



DISCUSSION ITEM

WASCO COUNTY COVID-19 UPDATES

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



DISCUSSION ITEM

Subdivision Plat

[LONE PINE MAP & PLAT DOCUMENT](#)

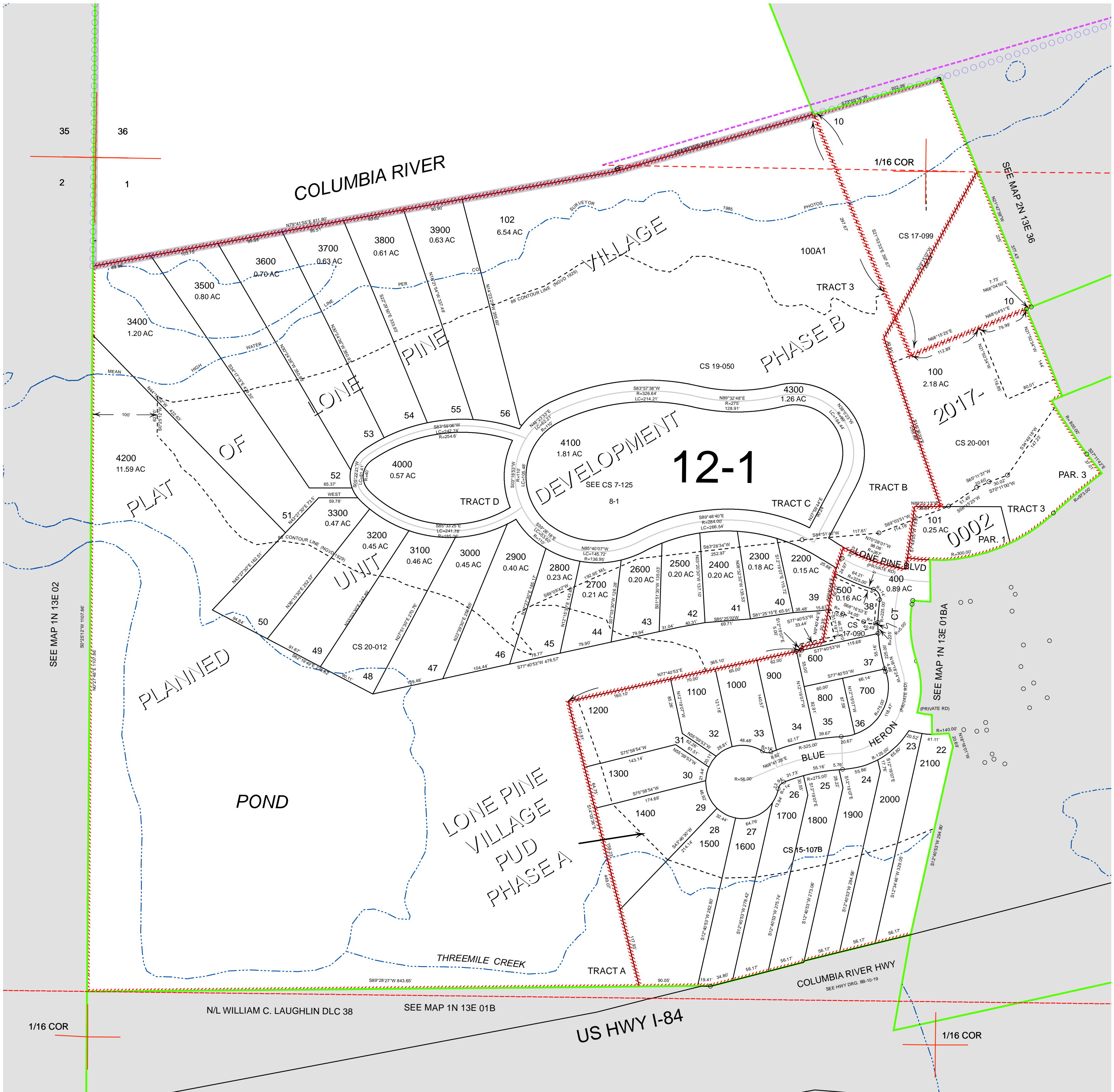
[PARK PLACE MAP & PLAT DOCUMENTS](#)

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

0 25 50 100 Feet

N.W.1/4 N.W.1/4 SEC.1 T.1N. R.13E. W.M.
Wasco County
1" = 100'

01N13E01BB



PLAT OF LONE PINE VILLAGE PLANNED UNIT DEVELOPMENT

PHASE C

for

LONE PINE LAND AND CATTLE, LLC.

PAGE 1 OF 4

DOC. NUMBER: _____

PLAT NUMBER: _____

SLIDE NUMBER: _____

OWNERS:

LONE PINE LAND AND CATTLE, LLC
3600 CRATES WAY,
THE DALLES, OR. 97031WASCO COUNTY
SURVEYOR'S OFFICE

CS# _____

DATE FILED: _____

BY: _____

LOCATION OF SURVEY:

PARCELS OF LAND IN GOVERNMENT LOTS 1 AND 2, AND THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 13 EAST, AND GOVERNMENT LOT 3, SECTION 36, TOWNSHIP 2 NORTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, CITY OF THE DALLES, WASCO COUNTY, OREGON.



SCALE: 1"=100'

BASIS OF BEARING:

WASCO COUNTY SURVEY #15-107

LINE	BEARING	DISTANCE
L6	S 09°40'44" W	50.39'
L7	N 77°40'53" E	34.44'
L8	N 12°19'07" W	5.00'
L9	S 09°40'44" W	56.37'
L10	N 18°38'21" E	42.13'
L11	N 07°50'16" E	79.99'
L12	S 89°51'13" E	39.97'
L13	N 68°10'46" E	29.46'
L14	N 68°18'05" E	112.89'
L15	N 68°04'51" E	79.99'
L16	N 68°03'55" E	7.73'
L17	S 18°39'33" E	41.00'
L18	N 61°50'05" W	33.00'
L47	N 08°13'06" E	16.79'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C6	126.50'	20.45'	N 30°29'52" E	20.43'	9°15'43"
C17	283.50'	101.59'	S 70°35'12" E	101.05'	20°31'55"
C97	283.50'	17.47'	N 58°38'27" W	17.47'	3°31'53"

NOTE: THIS LINE REPRESENTS THE 88' FOOT CONTOUR LINE ABOVE MEAN SEA LEVEL (NGVD 1929). THE LAND BELOW THIS LINE IS SUBJECT TO WASCO COUNTY FLOOD EASEMENT OF RECORD NO. 751290 IN FAVOR OF THE UNITED STATES OF AMERICA.

LEGEND:

- △ FOUND 1-5/32" DIAMETER COPPER PLUG, L.S. 72306, PER WASCO COUNTY SURVEY #20-012
- FOUND 5/8" X 30" IRON ROD, L.S. 72306, WASCO COUNTY SURVEY #20-001
- FOUND SCREW W/ BRASS WASHER, L.S. 72306, PER WASCO COUNTY SURVEY #17-099
- FOUND 5/8" X 30" IRON ROD WITH PLASTIC CAP MARKED L.S. 72306, PER WASCO COUNTY SURVEY #15-107
- FOUND 5/8" X 30" IRON ROD WITH PLASTIC CAP MARKED L.S. 1815, PER WASCO COUNTY SURVEY #15-016
- FOUND 3 1/2" GLO BRASS CAP, WITNESS CORNER FOR MEANDER CORNER, PER WASCO COUNTY L.C. 1133
- FOUND 5/8" X 30" IRON ROD, WASCO COUNTY SURVEY #19-050.
- FOUND 3-1/2" X 30" BRONZE MONUMENT IN A 9"X9" CONCRETE BASE, BURIED 3 FEET DEEP.
- FOUND 5/8" X 30" IRON ROD WITH PLASTIC CAP MARKED L.S. 72306, PER WASCO COUNTY SURVEY #19-065
- ⊗ FOUND 5/8" X 30" IRON ROD WITH PLASTIC CAP MARKED L.S. 72306, PER WASCO COUNTY SURVEY #19-050
- FOUND 5/8" X 30" IRON ROD WITH PLASTIC CAP MARKED L.S. 72306, PER WASCO COUNTY SURVEY #20-012
- CALCULATED, NOT FOUND OR SET
- R REFERENCE MONUMENT
- () PLAT CALL

MONUMENTING THE NORTH LINE OF DLC NO. 38 AT THE INTERSECTION WITH THE WEST LINE OF SECTION 1.
LC #189

NORTH LINE W.C. LAUGHLIN D.L.C. NO. 38
S 89°28'27" W 843.65'
950.51' (950.51')

NOTE: THE BOUNDARY OF PARCEL 2 PARTITION PLAT No. 2017-0002, SLIDE D148A IS SHOWN AS IT WAS ESTABLISHED ON THE ORIGINAL PLAT OF LONE PINE PUD, PHASE A

TRACT "E" CONTAINS 4.14 ACRES MORE OR LESS (FUTURE LOTS)

TRACT "F" CONTAINS 0.92 ACRES MORE OR LESS (FUTURE LOTS)

PARCEL 3 OF PARTITION PLAT NO. 2017-0002

EXISTING 15 FOOT WIDE DEDICATED PUBLIC RIVERFRONT TRAIL, SEE PAGE 3 FOR DETAIL.

PARCEL 1 OF PARTITION PLAT NO. 2017-0002

BLUE HERON COURT

P.U.D. PHASE A

PAGE INDEX:

- PAGE 1. PHASE C BOUNDARY
- PAGE 2. LOTS 57-72, TRACTS A AND B DETAILS
- PAGE 3. LINE/CURVE TABLES AND LEGEND
- PAGE 4. SIGNATURES

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
December 30, 2005
ERIK M. CARLSON
72306

Expires: December 31, 2021

TERRA SURVEYING

DATE: APRIL 5, 2021

SCALE: 1" = 100'

PROJECT: 18155PHASE_C

ASSESSORS MAP: 1N 13E 18B

P.O. BOX 617

HOOD RIVER, OREGON 97031

PHONE: (541) 386-4531

terra@gorge.net

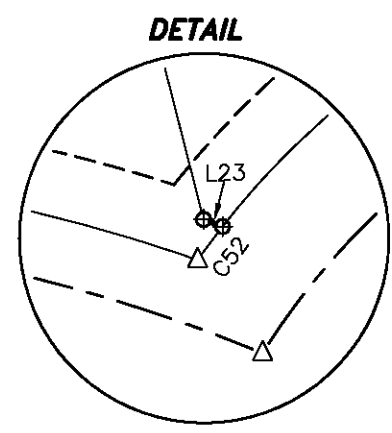
www.terrandsurveying.com

TERRA SURVEYING
PLAT OF LONE PINE VILLAGE PLANNED UNIT DEVELOPMENT
PHASE C
for
LONE PINE LAND AND CATTLE, LLC.
PAGE 2 OF 4

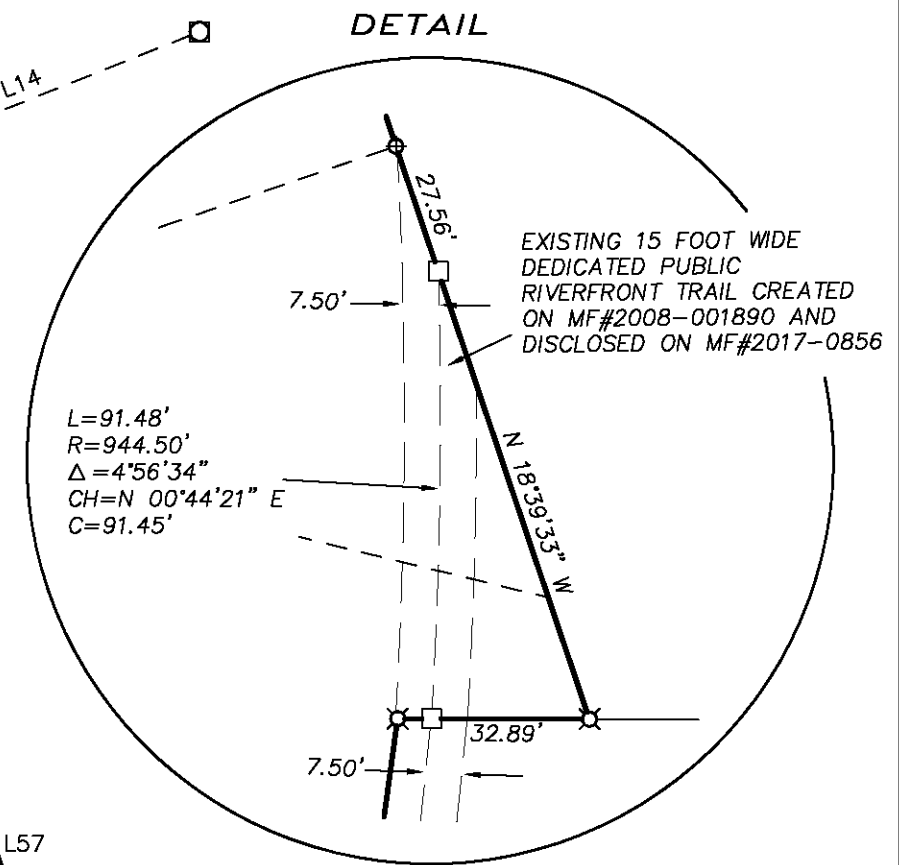
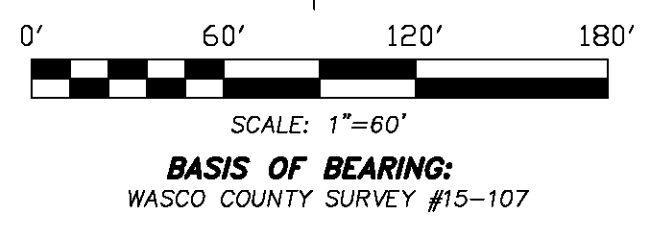
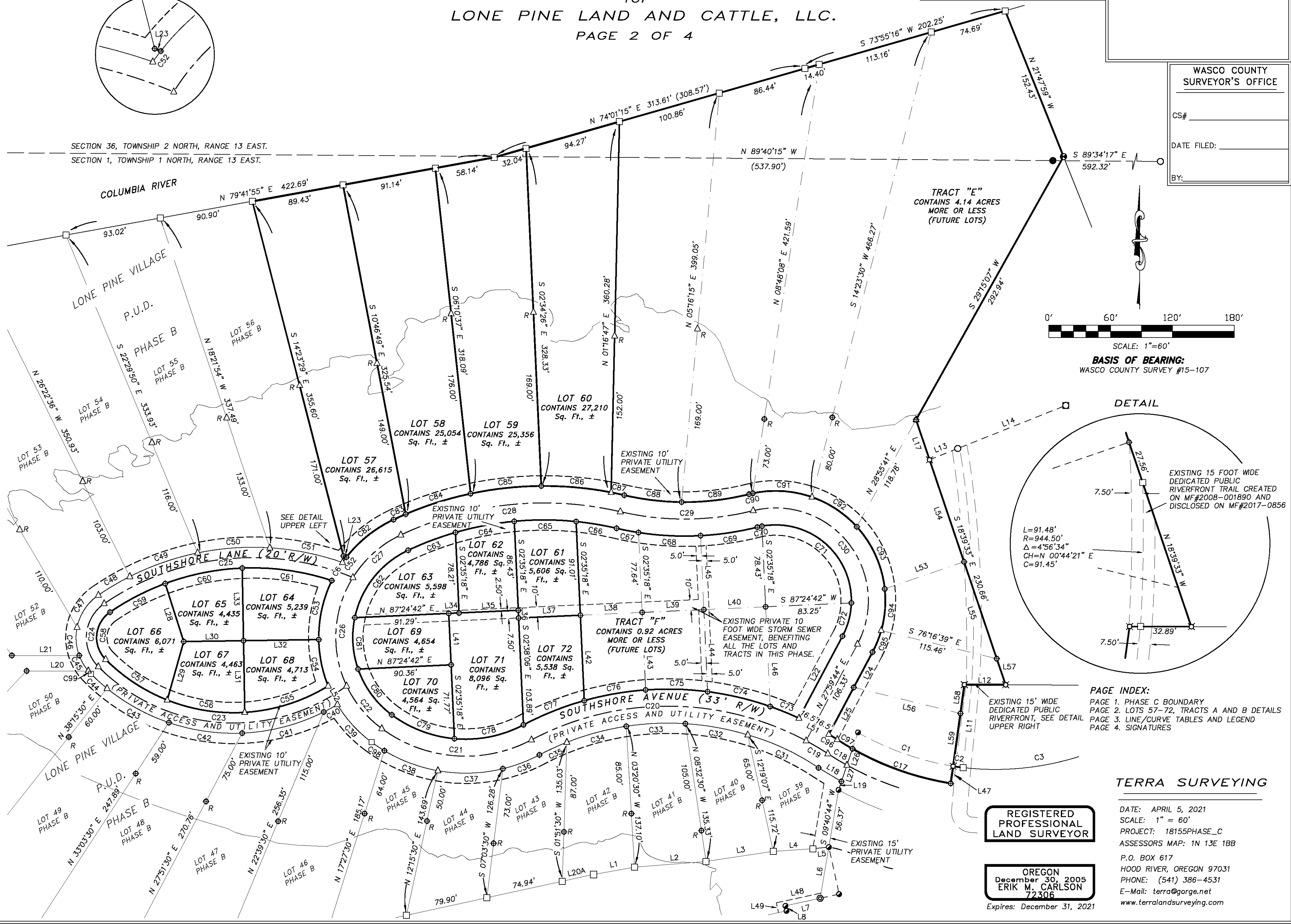
DOC. NUMBER:
PLAT NUMBER:
SLIDE NUMBER:

WASCO COUNTY
SURVEYOR'S OFFICE

CS# _____
DATE FILED: _____
BY: _____



SECTION 36, TOWNSHIP 2 NORTH, RANGE 13 EAST.
SECTION 1, TOWNSHIP 1 NORTH, RANGE 13 EAST.



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PAGE 1. PHASE C BOUNDARY
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REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
December 30, 2005
ERIK M. CARLSON
72306
Expires: December 31, 2021

TERRA SURVEYING

DATE: APRIL 5, 2021
SCALE: 1" = 60'
PROJECT: 18155PHASE_C
ASSESSORS MAP: 1N 13E 1B8
P.O. BOX 617
HOOD RIVER, OREGON 97031
PHONE: (541) 386-4531
E-Mail: terra@gorge.net
www.terrandsurveying.com

PLAT OF LONE PINE VILLAGE PLANNED UNIT DEVELOPMENT
PHASE C
for
LONE PINE LAND AND CATTLE, LLC.
PAGE 3 OF 4

DOC. NUMBER:

PLAT NUMBER:

SLIDE NUMBER:

OWNERS:

LONE PINE LAND AND CATTLE, LLC
3600 CRATES WAY,
THE DALLES, OR. 97031

WASCO COUNTY
SURVEYOR'S OFFICE

CS# _____

DATE FILED: _____

BY: _____

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	283.44'	98.55'	N 70°28'01" W	98.06'	19°55'21"
C2	187.06'	9.79'	N 82°23'52" W	9.79'	2°59'58"
C3	272.58'	150.79'	S 80°40'46" W	148.87'	31°41'43"
C4	267.00'	80.69'	N 55°48'49" E	80.38'	17°18'52"
C5	1294.15'	95.90'	S 49°48'07" W	95.88'	4°14'45"
C6	126.50'	20.45'	N 30°29'52" E	20.43'	9°15'43"
C17	283.50'	101.59'	S 70°35'12" E	101.05'	20°31'55"
C18	300.00'	21.68'	S 58°56'44" E	21.68'	4°08'27"
C19	284.00'	24.54'	N 59°21'01" W	24.53'	4°57'00"
C20	284.00'	277.44'	S 89°48'40" E	266.54'	55°58'18"
C21	136.95'	153.65'	N 85°40'07" W	145.72'	64°17'00"
C22	110.00'	54.15'	S 39°26'18" E	53.60'	28°12'14"
C23	185.06'	263.48'	S 85°33'25" E	241.78'	81°34'37"
C24	40.00'	70.01'	S 05°22'21" W	61.41'	100°16'55"
C25	254.60'	253.03'	S 83°59'06" W	242.74'	56°56'35"
C26	110.00'	110.01'	S 03°18'53" W	105.48'	57°18'08"
C27	110.00'	63.07'	N 48°23'33" E	62.21'	32°51'13"
C28	326.64'	218.25'	S 83°57'38" W	214.21'	38°16'57"
C29	275.00'	130.12'	N 89°32'48" E	128.91'	27°06'37"
C30	90.00'	207.35'	N 38°00'23" W	164.44'	132°00'15"
C31	267.50'	76.00'	S 65°00'53" E	75.75'	16°16'45"
C32	267.50'	61.71'	S 79°45'46" E	61.57'	13°13'00"
C33	267.50'	57.54'	N 87°28'00" E	57.43'	12°19'29"
C34	267.50'	59.84'	N 74°53'46" E	59.71'	12°48'59"
C35	267.50'	29.34'	N 65°20'46" E	29.32'	6°17'03"
C36	153.45'	37.97'	S 69°16'45" W	37.88'	14°10'44"
C37	153.45'	63.55'	N 88°13'58" E	63.10'	23°43'41"
C38	153.45'	55.73'	S 69°29'54" E	55.43'	20°48'35"
C39	126.50'	49.82'	S 42°15'31" E	49.49'	22°33'48"
C40	195.06'	15.02'	N 61°08'47" E	15.02'	4°24'43"
C41	195.06'	82.43'	S 75°27'31" W	81.82'	24°12'45"
C42	195.06'	72.25'	S 81°49'26" E	71.84'	21°13'22"
C43	195.06'	68.91'	S 61°05'31" E	68.55'	20°14'29"
C44	195.06'	21.12'	S 47°52'12" E	21.11'	6°12'10"
C45	50.00'	17.46'	N 30°18'12" W	17.37'	20°00'38"
C46	50.00'	27.75'	S 04°23'54" E	27.40'	31°48'00"
C47	50.00'	38.41'	S 33°30'27" W	37.47'	44°00'42"
C48	264.60'	35.53'	N 59°21'38" E	35.51'	7°41'39"
C49	264.60'	69.91'	S 70°46'37" W	69.71'	15°08'18"
C50	264.60'	70.41'	S 85°58'11" W	70.21'	15°14'50"
C51	264.60'	72.17'	N 78°35'33" W	71.95'	15°37'43"
C52	126.50'	6.53'	S 36°36'24" W	6.52'	2°57'20"
C53	126.50'	59.20'	S 12°27'34" W	58.66'	26°48'54"
C54	126.50'	46.20'	S 11°24'43" E	45.95'	20°55'39"
C55	175.06'	85.74'	N 72°26'28" E	84.89'	28°03'46"
C56	175.06'	76.78'	S 80°57'45" E	76.17'	25°07'48"
C57	175.06'	72.19'	S 56°34'59" E	71.68'	23°37'45"
C58	30.00'	52.51'	N 05°22'21" E	46.06'	100°16'55"
C59	244.60'	60.46'	S 62°35'43" W	60.31'	14°09'49"
C60	244.60'	76.55'	S 78°38'35" W	76.24'	17°55'57"
C61	244.60'	88.27'	S 82°03'08" E	87.79'	20°40'36"
C62	93.50'	86.42'	S 38°20'24" W	83.38'	52°57'31"
C63	310.14'	49.13'	S 69°21'27" W	49.08'	9°04'36"
C64	310.14'	58.17'	S 79°16'09" W	58.09'	10°44'47"
C65	310.14'	60.17'	S 89°48'01" E	60.07'	11°06'54"
C66	310.14'	39.76'	N 80°34'14" W	39.73'	7°20'40"
C67	291.50'	21.75'	N 79°02'10" W	21.75'	4°16'32"
C68	291.50'	60.38'	N 87°06'29" W	60.28'	11°52'07"
C69	291.50'	55.79'	N 81°28'28" E	55.71'	10°57'58"
C70	73.50'	4.66'	N 77°48'26" E	4.66'	3°37'54"

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C71	73.50'	131.05'	N 49°17'47" W	114.37'	102°09'40"
C72	73.50'	33.62'	N 14°53'24" E	33.33'	26°12'41"
C73	300.50'	30.10'	S 67°51'06" E	30.08'	5°44'18"
C74	300.50'	62.50'	N 76°40'46" W	62.39'	11°55'02"
C75	300.50'	60.26'	S 88°22'59" E	60.16'	11°29'25"
C76	300.50'	60.60'	N 80°05'42" E	60.49'	11°33'13"
C77	300.50'	63.64'	N 68°15'05" E	63.43'	12°08'01"
C78	120.45'	69.24'	N 78°42'06" E	68.38'	32°56'06"
C79	120.45'	65.81'	N 69°10'42" W	64.99'	31°18'18"
C80	93.50'	56.10'	S 36°21'06" E	55.27'	34°21'31"
C81	93.50'	50.62'	S 03°39'02" E	50.01'	31°01'20"
C82	126.50'	59.03'	N 51°27'07" E	58.49'	26°44'05"
C83	343.14'	12.96'	N 65°54'03" E	12.96'	2°09'48"
C84	343.14'	66.15'	S 72°30'18" W	66.05'	11°02'41"
C85	343.14'	69.05'	N 83°47'31" E	68.93'	11°31'44"
C86	343.14'	68.24'	N 84°44'48" W	68.12'	11°23'38"
C87	343.14'	12.98'	N 77°58'27" W	12.98'	2°10'00"
C88	258.50'	56.20'	N 83°07'35" W	56.09'	12°27'22"
C89	258.50'	66.11'	N 83°19'07" E	65.93'	14°39'15"
C90	106.50'	3.76'	N 77°00'09" E	3.76'	2°01'19"
C91	106.50'	58.20'	N 86°19'56" W	57.47'	31°18'32"
C92	106.50'	52.83'	N 56°28'04" W	52.29'	28°25'12"
C93	106.50'	67.19'	N 24°10'58" W	66.09'	36°08'59"
C94	106.50'	40.75'	N 04°51'10" E	40.50'	21°55'19"
C95	106.50'	22.64'	N 21°54'17" E	22.60'	12°10'54"
C96	300.50'	9.50'	N 57°46'52" W	9.50'	1°48'43"
C97	283.50'	17.47'	N 58°38'27" W	17.47'	3°31'54"
C98	153.45'	14.91'	N 56°18'37" W	14.90'	5°34'00"
C99	50.00'	3.89'	N 42°32'19" W	3.89'	4°27'35"

LINE	BEARING	DISTANCE
L1	S 79°56'47" W	40.31'
L2	S 85°25'02" W	69.71'
L3	S 81°25'15" W	65.91'
L4	S 86°13'29" W	38.48'
L5	N 84°13'53" E	15.67'
L6	S 09°40'44" W	50.39'
L7	N 77°40'53" E	34.44'
L8	N 12°19'07" W	5.00'
L9	S 09°40'44" W	56.37'
L10	N 18°38'21" E	42.13'
L11	N 07°50'16" E	79.99'
L12	S 89°51'13" E	39.97'
L13	N 68°10'46" E	29.46'
L14	N 68°18'05" E	112.89'
L15	N 68°04'51" E	79.99'
L16	N 68°03'55" E	7.73'
L17	S 18°39'33" E	41.00'
L18	N 61°50'05" W	33.00'
L19	S 18°38'21" W	8.59'
L20A	S 77°40'53" W	31.04'
L20	N 90°00'00" W	59.78'
L21	N 90°00'00" W	65.37'
L22	N 27°59'44" E	90.24'
L23	S 67°59'18" E	3.05'
L24	N 27°59'44" E	38.85'
L25	N 27°59'44" E	51.49'
L26	S 18°38'21" W	16.79'
L27	S 18°38'21" W	16.76'
L28	S 17°43'06" E	59.10'
L29	N 15°44'33" E	59.01'
L30	N 89°10'21" E	58.00'

LINE	BEARING	DISTANCE
L30	N 89°10'21" E	58.00'
L31	N 01°00'09" W	69.60'
L32	S 89°10'21" W	73.07'
L33	S 01°00'09" E	70.49'
L34	N 87°24'42" E	10.00'
L35	N 87°24'42" E	57.50'
L36	S 02°35'18" E	7.50'
L37	N 87°24'42" E	60.00'
L38	N 87°24'42" E	60.00'
L39	N 87°24'42" E	60.00'
L40	N 87°24'42" E	60.00'
L41	S 02°35'18" E	49.99'
L42	S 02°35'18" E	83.08'
L43	S 02°35'18" E	75.38'
L44	S 02°35'18" E	79.79'
L45	S 02°35'18" E	71.89'
L46	S 02°35'18" E	96.89'
L47	N 08°13'06" E	16.79'
L48	S 77°40'53" W	44.35'
L49	N 12°19'07" W	9.76'
L50	N 18°38'21" E	8.58'
L51	N 61°50'05" W	33.00'
L52	N 26°25'35" W	20.07'
L53	N 71°07'56" E	81.33'
L54	N 18°39'33" W	104.69'
L55	S 18°39'33" E	99.26'
L56	S 76°16'29" E	106.60'
L57	S 18°39'33" E	26.75'
L58	S 07°50'16" W	28.20'
L59	S 07°50'16" W	51.79'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
December 30, 2005
ERIK M. CARLSON
72306

Expires: December 31, 2021

TERRA SURVEYING

DATE: APRIL 5, 2021

SCALE: 1" = 60'

PROJECT: 18155PHASE_C

ASSESSORS MAP: 1N 13E 18B

P.O. BOX 617

HOOD RIVER, OREGON 97031

PHONE: (541) 386-4531

E-Mail: terra@gorge.net

www.terralandsurveying.com

PAGE INDEX:

PAGE 1. PHASE C BOUNDARY

PAGE 2. LOTS 57-72, TRACTS A AND B DETAILS

PAGE 3. LINE/CURVE TABLES AND LEGEND

PAGE 4. SIGNATURES

OWNERS:

LONE PINE LAND AND CATTLE, LLC
AN OREGON LIMITED LIABILITY COMPANY.
3600 CRATES WAY,
THE DALLES, OR. 97031

TERRA SURVEYING
PLAT OF LONE PINE VILLAGE PLANNED UNIT DEVELOPMENT
PHASE C
for
LONE PINE LAND AND CATTLE, LLC.
PAGE 4 OF 4

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
December 30, 2005
ERIK M. CARLSON
72306

Expires: December 31, 2021

WASCO COUNTY
SURVEYOR'S OFFICE

CS#

DATE FILED:

BY:

DOC. NUMBER:

PLAT NUMBER:

SLIDE NUMBER:

DECLARATION:

KNOW ALL PERSONS BY THESE PRESENTS THAT LONE PINE LAND AND CATTLE, L.L.C., DOES HEREBY MAKE, ESTABLISH & DECLARE THE PLAT MAP TO BE A TRUE & CORRECT MAP OF THE LAND OWNED & LAID OUT AS "LONE PINE VILLAGE PLANNED UNIT DEVELOPMENT, PHASE C" AND CAUSED THE SUBDIVISION TO BE PREPARED IN ACCORDANCE WITH THE PROVISIONS OF ORS 92 AND THE DALLES CITY ORDINANCES.

SURVEYOR'S CERTIFICATE:

I, ERIK M. CARLSON, REGISTERED LAND SURVEYOR FOR THE STATE OF OREGON, BEING FIRST DULY SWORN, DEPOSED AND SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH LEGAL MONUMENTS THE LAND REPRESENTED ON THE PLAT OF "LONE PINE VILLAGE, PUD, PHASE C" CITY OF THE DALLES, WASCO COUNTY, STATE OF OREGON AS DESCRIBED AS FOLLOWS:

TRACTS B, C, AND D OF THE PLAT OF LONE PINE VILLAGE PLANNED UNIT DEVELOPMENT (P.U.D.) PHASE B, RECORDED JANUARY 7, 2019 AS INST#2019-000068, WASCO COUNTY RECORDS IN THE CITY OF THE DALLES, COUNTY OF WASCO AND STATE OREGON.

A FOUND 5/8" IRON ROD WITH PLASTIC CAP MARKED "TERRA LS.72306" WAS HELD AS THE INITIAL POINT OF THIS PLAT, THE INITIAL POINT IS LOCATED AT THE INTERIOR CORNER ON THE EAST LINE OF TRACT B OF THE PLAT OF LONE PINE VILLAGE PLANNED UNIT DEVELOPMENT, PHASE B, BEING THE NORTHWEST CORNER OF PARCEL 3 OF PARTITION PLAT NO. 2017-0002.

ERIK M. CARLSON PLS 72306

APPROVALS:

I, THE WASCO COUNTY ASSESSOR AND TAX COLLECTOR, HEREBY CERTIFY THAT WE HAVE EXAMINED THE PLAT OF PHASE C "LONE PINE VILLAGE, PUD" IN THE COUNTY OF WASCO AND THAT THE NAME ADOPTED FOR SAID PLAT IS A PROPER NAME AND NOT INCLUDED IN ANY OTHER SUBDIVISION IN WASCO COUNTY, AND FURTHER CERTIFY THAT ALL ASSESSMENTS DUE HEREON HAVE BEEN FULLY PAID AS REQUIRED BY LAW AND WE HEREBY APPROVE SAID PLAT.

WASCO COUNTY ASSESSOR AND TAX COLLECTOR DATE

APPROVALS:

THE PLAT OF PHASE C OF "LONE PINE VILLAGE, PUD" WAS EXAMINED AND APPROVED BY ME THIS ____ DAY OF _____, 20__.

THE PLAT OF PHASE C OF "LONE PINE VILLAGE, PUD" WAS EXAMINED AND APPROVED BY ME THIS ____ DAY OF _____, 20__.

WASCO COUNTY SURVEYOR

THE DALLES CITY COUNCIL

THE PLAT OF PHASE C OF "LONE PINE VILLAGE, PUD" WAS EXAMINED AND APPROVED BY ME THIS ____ DAY OF _____, 20__.

THE PLAT OF PHASE C OF "LONE PINE VILLAGE, PUD" WAS EXAMINED AND APPROVED BY ME THIS ____ DAY OF _____, 20__.

CITY OF THE DALLES ENGINEER

WASCO COUNTY COMMISSIONER

THE PLAT OF PHASE C OF "LONE PINE VILLAGE, PUD" WAS EXAMINED AND APPROVED BY ME THIS ____ DAY OF _____, 20__.

THE PLAT OF PHASE C OF "LONE PINE VILLAGE, PUD" WAS EXAMINED AND APPROVED BY ME THIS ____ DAY OF _____, 20__.

CITY OF THE DALLES PLANNING DIRECTOR

WASCO COUNTY COMMISSIONER

THE PLAT OF PHASE C OF "LONE PINE VILLAGE, PUD" WAS EXAMINED AND APPROVED BY ME THIS ____ DAY OF _____, 20__.

THE PLAT OF PHASE C OF "LONE PINE VILLAGE, PUD" WAS EXAMINED AND APPROVED BY ME THIS ____ DAY OF _____, 20__.

THE DALLES PLANNING COMMISSION CHAIRMAN

WASCO COUNTY COMMISSIONER

NARRATIVE:

THE PURPOSE OF THIS PLAT IS TO CREATE PHASE C OF LONE PINE VILLAGE, PUD. THE BOUNDARY OF PHASE C WAS PLATTED AS TRACT B, C AND D OF PHASE B OF THE PLAT OF LONE PINE VILLAGE, PLANNED UNIT DEVELOPMENT THE CONTROLLING ELEMENTS OF THIS PLAT WERE RECOVERED 5/8" IRON RODS, L.S.72306 AND COOPER PLUGS FROM THE SUBDIVISION PLAT OF LONE PINE VILLAGE, PUD PHASE B. THESE MONUMENTS WERE HELD AS THEIR POSITION SHOWS THEM TO BE UNDISTURBED. THE NORTHEAST CORNER OF THE W.C. LAUGHLIN D.L.C. NO. 38. THE COUNTY SURVEYOR RECOVERED A 3 1/2" BRONZE MONUMENT FOUND IN A 9" X 9" CONCRETE BASE, BURIED OVER 3 FEET BELOW GROUND SURFACE. THE OUTSIDE BOUNDARIES OF LOTS OF THIS PLAT IS OUT IN THE COLUMBIA RIVER, REFERENCE MONUMENTS WERE SET WITH DISTANCES SHOWN ON THE FACE OF THIS PLAT.

THE BASIS OF BEARING IS THE NORTH LINE OF LOT 34 THROUGH LOT 31 OF THE ORIGINAL LONE PINE VILLAGE, PUD, (C.S.15-107).

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS:

THE "MASTER DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS" FOR PHASE C OF "LONE PINE VILLAGE" IS MADE BY ICON HOLDINGS, LLC AND DESCRIBED IN THE WASCO COUNTY DEED INSTRUMENT FILE FOR RECORD AS MICROFILM No. 2008-001237, AS RECORDED MARCH 25th 2008, WASCO COUNTY DEED RECORDS.

REFERENCES (WASCO COUNTY):

C.S. No. 8-185, LONE PINE SUBDIVISION FOR VAN NUYS, SLIDE A-97 BY TUTTLE, FILED MARCH 7, 1994.
C.S. No. 9-114, PLAT OF COLUMBIA GORGE VILLAS CONDOS, SLIDE A-098 FOR VAN NUYS, BY TUTTLE, RECORDED MAY 26, 1995.
C.S. No. 10-023, PARTITION/PROPERTY LINE ADJUSTMENT PLAT NO.96-0035, SLIDE C-035B FOR VAN NUYS, BY TUTTLE, RECORDED NOVEMBER 21, 1996.
C.S. No. 15-014, PLAT No.970226 OF COLUMBIA SHORES CONDOS, SLIDE A-100, FOR BRENNER BY TUTTLE, RECORDED JANUARY 22, 1997.
C.S. No. 15-015, REPLAT No.971311 OF COLUMBIA SHORES CONDOS, SLIDE C 48B, FOR BRENNER BY TUTTLE, RECORDED APRIL 7, 1997.
C.S. No. 11-010, PARTITION PLAT NO. 98-0018 FOR VAN NUYS, SLIDE C-92A BY RHODE, AUGUST 6, 1998
C.S. No. 15-016, SURVEY FOR LONE PINE DEVELOPMENT BY CARLSON, FILED FEBRUARY 21, 2007.
C.S. No. 15-107, LONE PINE VILLAGE SUBDIVISION, PUD, PHASE A (PLAT 2008-0006) FOR ICON WEST, SLIDE D-55A, BY CARLSON, FILED APRIL 29, 2008.
C.S. N. 17-011, PROPERTY LINE ADJUSTMENT SURVEY FOR ICON WEST BY CARLSON, FILED DECEMBER 24, 2010.
C.S. No. 17-099, PROPERTY LINE ADJUSTMENT SURVEY FOR ICON WEST BY CARLSON, FILED MAY 24, 2012.
C.S. No. 19-050, PARTITION PLAT No. 2017-0002 FOR COLUMBIA STATE BANK, SLIDE D-148A BY CARLSON, FILED MARCH 10, 2017.
C.S. No. 19-065, PROPERTY LINE ADJUSTMENT SURVEY FOR WILLIAM CANESSA BY CARLSON, FILED OCTOBER 9 2017.
C.S. No. 20-001, PROPERTY LINE ADJUSTMENT SURVEY FOR PAUL SCHANNO BY CARLSON, FILED DECEMBER 2, 2018.
C.S. No. 20-012, LONE PINE VILLAGE SUBDIVISION PUD, PHASE B (2019-000068) FOR LONE PINE LAND AND CATTLE, SLIDE D-167A, BY CARLSON, FILED JANUARY 7, 2019.

SPECIAL EXCEPTIONS (WASCO TITLE NO.14-52847, DATED MARCH 18, 2021):

MICROFILM NO. 641275- JUNE 9, 1964. PACIFIC POWER AND LIGHT COMPANY, THE EXHIBIT MAP AND DESCRIPTION SHOWS UTILITIES TO BE EAST OF THIS SUBDIVISION.
MICROFILM NO. 641448- JANUARY 1, 1964. NORTHERN WASCO COUNTY PEOPLE'S UTILITY DISTRICT, WE WERE UNABLE TO LOCATE IN THE FIELD AS POWER HAS BEEN RE-LOCATED ON PHASE A.
MICROFILM NO. 712027- NOVEMBER 2, 1971. PACIFIC POWER AND LIGHT COMPANY, WE WERE UNABLE TO LOCATE IN THE FIELD AS POWER HAS BEEN RE-LOCATED ON PHASE A.
MICROFILM NO. 75-1290- JANUARY 1974. FLOWAGE EASEMENT CONVEYED TO THE UNITED STATES OF AMERICA TO FLOOD BETWEEN ELEVATIONS 72 FEET TO 88 FEET (NGVD29).
MICROFILM NO. 762422- OCTOBER 20, 1976, WATERLINE EASEMENT TO THE CITY OF THE DALLES, EASEMENT IS EAST OF THIS SUBDIVISION.
MICROFILM NO. 2017-0856-RECORDED MARCH 10, 2017, DISCLOSED BY PARTITION PLAT FOR COLUMBIA STATE BANK.

ADDITIONAL NOTES:

MICROFILM NO. 641275- JUNE 9, 1964. PACIFIC POWER AND LIGHT COMPANY, THE EXHIBIT MAP AND DESCRIPTION SHOWS UTILITIES TO BE EAST OF THIS SUBDIVISION.
MICROFILM NO. 742278- NOVEMBER 3, 1974, SANITARY EASEMENT TO THE CITY OF THE DALLES.MICROFILM NO. 2008-1237- MARCH 25, 2008, MASTER DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONE PINE VILLAGE. RESTATED ON INST2011-3939.
MICROFILM NO. 2008-4001-SEPTEMBER 11, 2008, BYLAWS OF LONE PINE VILLAGE COMMERCIAL OWNERS ASSOCIATION. NO COMMERCIAL PROPERTY ON THIS PHASE.
MICROFILM NO. 2012-0001- JANUARY 3, 2012, EASEMENT FOR PARKING DOES NOT AFFECT THE PROPERTY BEING PLATTED.
MICROFILM NO. 2013-003191- AUGUST 23, 2013, EASEMENT FOR PARKING DOES NOT AFFECT THE PROPERTY BEING PLATTED.
MICROFILM NO. 2012-0809- MARCH 9, 2012, COMMON MAINTENANCE AGREEMENT FOR COLUMBIA PLAZA.

PAGE INDEX:

PAGE 1. PHASE C BOUNDARY
PAGE 2. LOTS 57-72, TRACTS A AND B DETAILS
PAGE 3. LINE/CURVE TABLES AND LEGEND
PAGE 4. SIGNATURES

TERRA SURVEYING

DATE: APRIL 5, 2021
SCALE: 1" = 100'
PROJECT: 18155PHASE_C
ASSESSORS MAP: 1N 13E 1BB
P.O. BOX 617
HOOD RIVER, OREGON 97031
PHONE: (541) 386-4531
terra@gorge.net
www.terralandsurveying.com

01N13E09B

This is a detailed land survey map showing several sections of land, including 12-1, 12-5, and 12-8. The map includes various roads like Creek Rd, Mill Rd, and Skyline Rd, and features such as the Ft. Dalles Military Reservation and the SW Cor Methodist Mission DLC. Numerous acreage measurements and survey points are provided.

Section 12-1: Located in the upper right, this section contains a grid of smaller parcels with acreage ranging from 0.11 AC to 0.34 AC. It is bounded by Scenic Dr. to the north and W. 21st St. to the east. A large area of 101 5.77 AC is also shown.

Section 12-5: Located in the lower right, this section contains a large parcel of 2100 4.74 AC. It is bounded by Skyline Rd to the west and W. 23rd St. to the east. A smaller parcel of 200 0.13 AC is also shown.

Section 12-8: Located in the lower left, this section contains a large parcel of 1800 21.68 AC. It is bounded by Skyline Rd to the east and W. 21st St. to the north. A smaller parcel of 1400 0.30 AC is also shown.

Other Features:

- Roads:** Creek Rd, Mill Rd, Skyline Rd, W. 21st St., W. 23rd St., Scenic Dr., and W. 20th St.
- Reservations:** Ft. Dalles Military Reservation.
- Mission:** SW Cor Methodist Mission DLC.
- Survey Points:** Numerous points are marked with bearings and distances, such as N 1325.85' & E 1390.10' from SW COR CUSHING D.L.C.
- Other Labels:** SEE MAP 01N13E04CC, SEE MAP 01N13E04CD, SEE MAP 01N13E04DC, SEE MAP 01N13E09AB, SEE MAP 01N13E08AA, SEE MAP 01N13E08A, SEE CS F-13-8 SEE CS 520, SEE CS 864, SEE MAP 01N13E09, CEN SEC, 1/4 COR, 1/16 COR.

CANCELLED

100
200
300
400
500
600

01N13E09B

TERRA SURVEYING
SUBDIVISION PLAT
of
PARK PLACE, PHASE 2
for
LEGACY DEVELOPMENT GROUP, INC.
PAGE 1 OF 2

DOC. NUMBER: _____
PLAT NUMBER: _____
SLIDE NUMBER: _____

OWNERS:
Legacy Development Group, Inc
P.O. Box 1935
Hood River, Oregon
97031

LOCATION OF SURVEY:
LOCATED IN THE NORTHWEST QUARTER OF
SECTION 9 AND SOUTHWEST QUARTER OF
SECTION 4 BOTH IN TOWNSHIP 1 NORTH,
RANGE 13 EAST OF THE WILLAMETTE
MERIDIAN, CITY OF THE DALLES, WASCO
COUNTY, OREGON.

WASCO COUNTY
SURVEYOR'S OFFICE

CS# _____

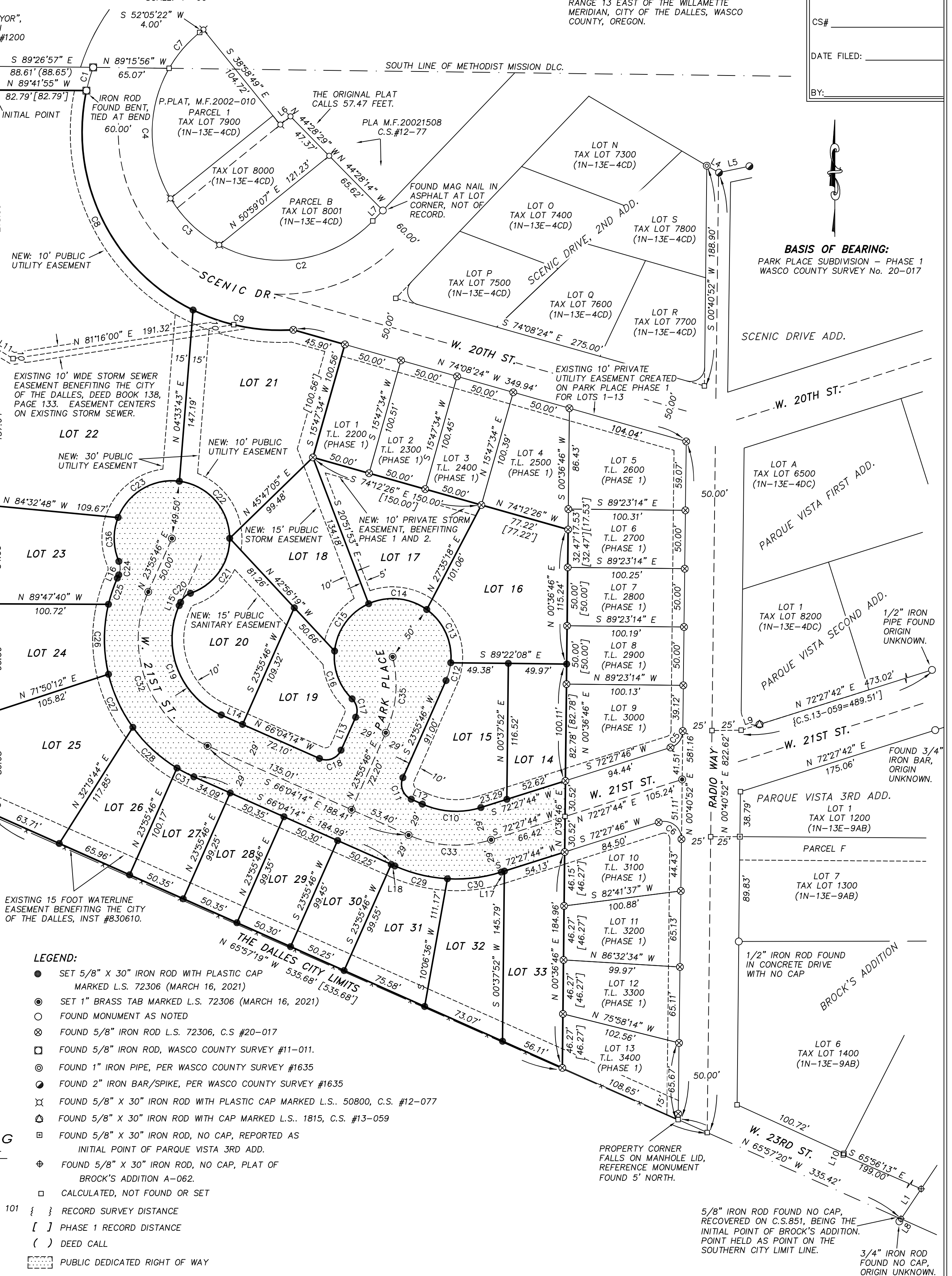
DATE FILED: _____

BY: _____



3" BRASS CAP FOUND IN PIPE IN
CONCRETE "WASCO COUNTY SURVEYOR",
SW CORNER OF METHODIST MISSION
LAND CLAIM. LAND CORNER CARD #1200

RULE BEASLEY
INST#2002-2446



LEGEND:

- SET 5/8" X 30" IRON ROD WITH PLASTIC CAP
MARKED L.S. 72306 (MARCH 16, 2021)
- ⊙ SET 1" BRASS TAB MARKED L.S. 72306 (MARCH 16, 2021)
- FOUND MONUMENT AS NOTED
- ⊗ FOUND 5/8" IRON ROD L.S. 72306, C.S. #20-017
- FOUND 5/8" IRON ROD, WASCO COUNTY SURVEY #11-011.
- ⊙ FOUND 1" IRON PIPE, PER WASCO COUNTY SURVEY #1635
- ⊙ FOUND 2" IRON BAR/SPIKE, PER WASCO COUNTY SURVEY #1635
- ⊗ FOUND 5/8" X 30" IRON ROD WITH PLASTIC CAP MARKED L.S. 50800, C.S. #12-077
- ⊙ FOUND 5/8" X 30" IRON ROD WITH CAP MARKED L.S. 1815, C.S. #13-059
- FOUND 5/8" X 30" IRON ROD, NO CAP, REPORTED AS
INITIAL POINT OF PARQUE VISTA 3RD ADD.
- ⊙ FOUND 5/8" X 30" IRON ROD, NO CAP, PLAT OF
BROCK'S ADDITION A-062.
- CALCULATED, NOT FOUND OR SET
- { } RECORD SURVEY DISTANCE
- [] PHASE 1 RECORD DISTANCE
- () DEED CALL
- ▬ PUBLIC DEDICATED RIGHT OF WAY

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
December 30, 2005
ERIK M. CARLSON
72306
Expires: December, 2021

TERRA SURVEYING

DATE: APRIL 21, 2021
SCALE: 1" = 60'
PROJECT: 18147PLATPH2
ASSESSORS MAP: 1N 13E 09B, T.L. 101
P.O. BOX 617
HOOD RIVER, OREGON 97031
PHONE: (541) 386-4531
E-Mail: terra@gorge.net
www.terrandsurveying.com

TERRA SURVEYING
SUBDIVISION PLAT
of
PARK PLACE, PHASE 2
for
LEGACY DEVELOPMENT GROUP, INC.
PAGE 2 OF 2

DOC. NUMBER: _____
PLAT NUMBER: _____
SLIDE NUMBER: _____

OWNERS:
Legacy Development Group, LLC
P.O. Box 1935
Hood River, Oregon
97031

WASCO COUNTY
SURVEYOR'S OFFICE

CS# _____
DATE FILED: _____
BY: _____

NARRATIVE:

THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE TRACT A OF PARK PLACE SUBDIVISION PHASE 1 INTO 20 INDIVIDUAL LOTS. THIS PLAT IS SUBDIVIDING TRACT A OF SAID PHASE 1 INTO PHASE 2 OF PARK PLACE. OUTBOUND CONTROLLING MONUMENTS FOR PHASE 2 ARE NOTED ON THE FACE OF THE PLAT.

THE BASIS OF BEARING IS THE WEST LINE OF TRACT A OF PARK PLACE, MONUMENTED ON THE SOUTHWEST CORNER BY A 5/8" IRON ROD, L.S. 72306 SET ON PHASE 1 OF PARK PLACE SUBDIVISION AND NORTHWEST BY A 5/8" IRON ROD, WASCO COUNTY SURVEY #11-011, REFER TO MOST RECENT SURVEY OF PARK PLACE SUBDIVISION PHASE 1 (WASCO COUNTY SURVEY No. 20-017).

SURVEYOR'S CERTIFICATE:

I, ERIK M. CARLSON, REGISTERED LAND SURVEYOR FOR THE STATE OF OREGON, BEING FIRST DULY SWORN AND DEPOSED, SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH LEGAL MONUMENTS THE LAND REPRESENTED ON THE PLAT OF "PARK PLACE, PHASE 2" IN THE CITY OF THE DALLES, WASCO COUNTY, STATE OF OREGON DESCRIBED AS TRACT A OF THE SUBDIVISION PLAT OF PARK PLACE, PHASE 1, DOCUMENT NUMBER 2019-000602, SLIDE D168-A, RECORDED ON MARCH 6, 2019. THE INITIAL POINT IS A 5/8" IRON ROD LOCATED AT THE NORTHWESTERLY CORNER OF TRACT A OF PHASE 1 OF PARK PLACE.

ERIK M. CARLSON PLS 72306

REFERENCES (WASCO COUNTY):

C.S. NO. 851, SURVEY BY CRAWFORD, L.S. 60, DATED MAY 12, 1973.
C.S. NO. F-13-8, SURVEY BY GLASS, DATED DECEMBER 1922, JANUARY 1923.
SUBDIVISION PLAT OF SCENIC DRIVE 1ST ADDITION, SLIDE A-039, RECORDED MARCH 8, 1946
SUBDIVISION PLAT OF SCENIC DRIVE 2ND ADDITION, SLIDE A-040, RECORDED DECEMBER 8, 1948.
SUBDIVISION PLAT OF PARQUE VISTA ADDITION, SLIDE A-A-046, RECORDED DECEMBER 19, 1952.
SUBDIVISION PLAT OF PARQUE VISTA 2ND ADDITION, SLIDE A-046, RECORDED DECEMBER 19, 1952.
SUBDIVISION PLAT OF PARQUE VISTA 3RD ADDITION, SLIDE A-052, RECORDED OCTOBER 7, 1954.
SUBDIVISION PLAT OF BROCK'S ADDITION, A-062, RECORDED OCTOBER 2, 1965.
C.S. NO. 1573, SURVEY BY KRAMER, DATED JULY 1, 1970.
C.S. NO. 1635, SURVEY WITH NOTES, BY TUTTLE, FILED: MARCH 7, 1994.
C.S. NO. 13-059, PROPERTY BOUNDARY SURVEY FOR LAYSON BY TERRA. L.S. 1815. DATED MARCH 2004.
C.S. 11-011, PROPERTY LINE ADJUSTMENT PLAT, SLIDE C91-A, BY HUFFMON, L.S. 2788, FILED: AUGUST 4, 1998.
C.S. 11-179, PARTITION PLAT/PLA MP#2000-025, SLIDE C-141B, BY BESEDA, L.S. 50800, FILED: NOVEMBER 9, 2000.
C.S. 12-077, PARTITION PLAT/PLA PLAT #2002-10, SLIDE C-168A, BY BESEDA, L.S. 50800, FILED: MARCH 19, 2002.
C.S. 17-005, RECORD SURVEY FOR FOX BY KLEIN, L.S. 59002, FILED: OCTOBER 12, 2010.
C.S. 17-008, SURVEY FOR DION, BY TERRA, L.S. 72306, FILED: NOVEMBER 15, 2010.
C.S. 20-017, SUBDIVISION PLAT OF PARK PLACE PHASE 1, SLIDE D-168-A, BY TERRA, L.S. 72306, FILED: MARCH 6, 2019.

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS:

THE "MASTER DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS" FOR "PARK PLACE, PHASE 2" IS MADE BY LEGACY DEVELOPMENT GROUP, INC. AND DESCRIBED IN THE WASCO COUNTY DEED INSTRUMENT FILE FOR RECORD AS INST. NO. 2021-002178, AS RECORDED MAY 14, 2021, WASCO COUNTY DEED RECORDS.
(CCR'S FOR PHASE 1 IS RECORDED AS INST#2019-004342)

SPECIAL EXCEPTIONS (AMERITITLE FILE No. 443563AM, DATED FEBRUARY 16, 2021):

INSTRUMENT NO.: BOOK 138, PAGE 133- OCTOBER 16, 1958. PUBLIC SEWER EASEMENT GRANTED TO THE CITY OF THE DALLES AS SHOWN ON FACE OF PLAT.

INSTRUMENT NO.830610-MARCH 25, 1983. PUBLIC WATERLINE EASEMENT AS SHOWN ON THE FACE OF THE PLAT.

EASEMENTS SHOWN ON THE OFFICIAL PLAT OF PARK PLACE PHASE 1.

APPROVALS:

I, THE WASCO COUNTY ASSESSOR AND TAX COLLECTOR, HEREBY CERTIFY THAT WE HAVE EXAMINED THE PLAT OF "PARK PLACE, PHASE 2" IN THE COUNTY OF WASCO AND THAT THE NAME ADOPTED FOR SAID PLAT IS A PROPER NAME AND NOT INCLUDED IN ANY OTHER SUBDIVISION IN WASCO COUNTY, AND FURTHER CERTIFY THAT ALL ASSESSMENTS DUE HEREON HAVE BEEN FULLY PAID AS REQUIRED BY LAW AND WE HEREBY APPROVE SAID PLAT.

WASCO COUNTY ASSESSOR DATE
WASCO COUNTY TAX COLLECTOR DATE

THE PLAT OF "PARK PLACE, PHASE 2" WAS EXAMINED AND APPROVED BY ME THIS ____ DAY OF _____, 20____.
THE PLAT OF "PARK PLACE, PHASE 2" WAS EXAMINED AND APPROVED BY ME THIS ____ DAY OF _____, 20____.

WASCO COUNTY SURVEYOR THE DALLES CITY COUNCIL

THE PLAT OF "PARK PLACE, PHASE 2" WAS EXAMINED AND APPROVED BY ME THIS ____ DAY OF _____, 20____.
THE PLAT OF "PARK PLACE, PHASE 2" WAS EXAMINED AND APPROVED BY ME THIS ____ DAY OF _____, 20____.

CITY OF THE DALLES ENGINEER WASCO COUNTY COMMISSIONER

THE PLAT OF "PARK PLACE, PHASE 2" WAS EXAMINED AND APPROVED BY ME THIS ____ DAY OF _____, 20____.
THE PLAT OF "PARK PLACE, PHASE 2" WAS EXAMINED AND APPROVED BY ME THIS ____ DAY OF _____, 20____.

CITY OF THE DALLES PLANNING DIRECTOR WASCO COUNTY COMMISSIONER

THE PLAT OF "PARK PLACE, PHASE 2" WAS EXAMINED AND APPROVED BY ME THIS ____ DAY OF _____, 20____.
THE PLAT OF "PARK PLACE, PHASE 2" WAS EXAMINED AND APPROVED BY ME THIS ____ DAY OF _____, 20____.

THE DALLES PLANNING COMMISSION CHAIRMAN WASCO COUNTY COMMISSIONER

LINE	BEARING	DISTANCE
L1	N 33°54'09" E	30.98'
L2	N 88°30'11" W	7.63'
L3	N 00°07'20" W	20.31'
L4	N 60°36'11" W	12.04'
L5	S 78°07'55" W	26.64'
L6	S 51°05'36" W	11.18'
L7	S 43°47'47" W	12.42'
L8	S 33°28'23" W	2.58'
L9	N 72°27'44" E	16.49'
L10	N 24°48'59" E	1.44'
L11	S 58°44'00" E	22.74'
L12	N 66°04'16" W	10.41'
L13	N 23°55'46" E	30.90'
L14	S 66°04'14" E	19.90'
L15	S 23°55'46" W	3.06'
L16	N 24°32'01" E	3.06'
L17	S 72°27'44" W	2.79'
L18	S 66°04'18" E	3.35'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	20.73'	169.80'	6°59'42"	N 16°11'15" E	20.72'
C2	143.07'	109.80'	74°39'21"	N 81°08'05" E	133.16'
C3	58.32'	109.80'	30°26'02"	S 46°18'37" E	57.64'
C4	116.96'	109.80'	61°02'00"	S 00°38'39" E	111.51'
C5	18.79'	15.00'	71°46'54"	S 36°34'19" W	17.59'
C6	28.33'	15.00'	108°13'06"	S 53°25'41" E	24.30'
C7	40.53'	109.80'	21°09'03"	N 40°26'52" E	40.30'
C8	225.24'	169.80'	76°00'05"	N 25°54'28" W	209.08'
C9	88.54'	169.80'	29°52'36"	S 78°49'54" E	87.54'
C10	51.41'	71.00'	41°29'22"	S 86°39'07" E	50.30'
C11	21.99'	14.00'	90°00'00"	N 21°04'15" W	19.80'
C12	15.86'	50.00'	18°10'15"	N 14°50'35" E	15.79'
C13	52.36'	50.00'	60°00'00"	S 24°14'31" E	50.00'
C14	52.36'	50.00'	60°00'00"	S 84°14'31" E	50.00'
C15	52.36'	50.00'	60°00'00"	N 35°45'29" E	50.00'
C16	45.14'	50.00'	51°43'24"	N 20°06'13" W	43.62'
C17	17.08'	14.00'	69°53'40"	N 11°01'04" W	16.04'
C18	21.99'	14.00'	90°00'00"	N 68°55'35" E	19.80'
C19	111.53'	71.00'	90°00'00"	S 21°04'14" E	100.41'
C20	11.94'	14.50'	47°10'52"	S 47°31'12" W	11.61'
C21	61.61'	49.50'	71°18'27"	S 35°27'24" W	57.71'
C22	71.14'	49.50'	82°20'48"	S 41°22'12" E	65.18'
C23	65.69'	49.50'	76°02'22"	S 59°26'15" W	60.98'
C24	11.94'	14.50'	47°10'52"	N 00°15'05" E	11.61'
C25	23.69'	129.00'	10°31'12"	N 18°40'10" E	23.65'
C26	60.51'	129.00'	26°52'27"	N 00°01'40" W	59.95'
C27	50.32'	129.00'	22°20'57"	N 24°38'22" W	50.00'
C28	51.82'	129.00'	23°00'59"	S 47°19'19" E	51.47'
C29	46.66'	129.00'	20°43'26"	S 76°18'59" E	46.41'
C30	46.77'	129.00'	20°46'23"	N 82°56'06" E	46.51'
C31	16.30'	129.00'	7°14'26"	S 62°27'01" E	16.29'
C32	157.08'	100.00'	90°00'00"	N 21°04'14" W	141.42'
C33	72.39'	100.00'	41°28'39"	N 86°41'36" W	70.82'
C34	NA	NA	NA	NA	NA
C35	66.49'	100.00'	38°05'45"	S 05°09'41" W	65.27'
C36	38.63'	49.50'	44°42'33"	N 00°56'13" W	37.65'

AREA TABLE

LOT #	ACRES	Sq.Ft.
LOT 14	0.12	5,414
LOT 15	0.20	8,870
LOT 16	0.29	12,782
LOT 17	0.23	10,191
LOT 18	0.21	9,134
LOT 19	0.16	7,176
LOT 20	0.22	9,596
LOT 21	0.40	17,485
LOT 22	1.07	46,819
LOT 23	0.19	8,484
LOT 24	0.17	7,571
LOT 25	0.26	11,485
LOT 26	0.14	6,198
LOT 27	0.11	5,000
LOT 28	0.11	5,000
LOT 29	0.11	5,000
LOT 30	0.11	5,000
LOT 31	0.15	6,438
LOT 32	0.17	7,418
LOT 33	0.19	8,510

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
December 30, 2005
ERIK M. CARLSON
72306

Expires: December, 2021

TERRA SURVEYING

DATE: APRIL 21, 2021
SCALE: 1" = 60'
PROJECT: 18147PLATPH2
ASSESSORS MAP: 1N 13E 09B, T.L. 101
P.O. BOX 617
HOOD RIVER, OREGON 97031
PHONE: (541) 386-4531
E-Mail: terra@gorge.net
www.terralandsurveying.com



DISCUSSION ITEM

Newspaper Designation

[STAFF MEMO](#)

[ORDER 21-036 DESIGNATING A NEWSPAPER OF RECORD FOR
FORECLOSURE NOTICES](#)

[MOTION LANGUAGE](#)



MEMORANDUM

SUBJECT: Newspaper Designation

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: 06.1.2021

BACKGROUND INFORMATION:

ORS 312.190 requires that foreclosure notices be published in a “duly designated newspaper of general circulation.” This is an annual order for that purpose.

312.190 General notice of expiration of redemption period. Subject to an exemption from disclosure that applies under ORS 192.501:

(1) Not more than 30 days nor less than 10 days prior to the expiration of the period of redemption of any real property ordered sold to the county under a judgment under ORS 312.100, the tax collector shall publish a general notice relative to the expiration of the period of redemption.

(2) The notice shall contain the date of the judgment, the date of expiration of the period of redemption, and warning to the effect that all the properties ordered sold under the judgment, unless sooner redeemed, will be deeded to the county immediately on expiration of the period of redemption and that every right or interest of any person in the properties will be forfeited forever to the county.

(3) The notice shall be published in two weekly issues of a duly designated newspaper of general circulation in the county within the period of 20 days as specified in this section. Proof of publication shall be attached to and made a part of the deed issued to the county. The published notice may be a general notice and it shall not be necessary to include therein descriptions of the several properties or the names of the respective owners. [Amended by 1975 c.780 §13; 1987 c.311 §8; 2003 c.576 §425; 2007 c.687 §6]



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE DESIGNATION OF A NEWSPAPER FOR THE PUBLICATION OF THE ANNUAL TAX FORECLOSURE LIST

ORDER #21-036

NOW ON THIS DAY, there comes on for consideration by the above entitled Board of Commissioners, duly convened for the transaction of County business, the matter of the designation of a newspaper for the publication of the 2020 Foreclosure List, prepared by the County Tax Collector, as notice of the institution of proceedings by Wasco County for the foreclosure of liens of delinquent taxes against the several properties therein described; and

IT APPEARING TO THE BOARD: That the Columbia Gorge News, published in Hood River, Oregon, is a newspaper of general circulation in Wasco County, and in all respects is qualified to publish said Foreclosure List, and that said newspaper will publish said list at the legal rate as provided by law.

THEREFORE, IT IS HEREBY ORDERED: That the Columbia Gorge News be, and the same hereby is designated as the newspaper in which said Foreclosure List shall be published; and

IT IS HEREBY FURTHER ORDERED: That all further notices required by law in said foreclosure suit shall be published in said newspaper.

DATED this 16TH day of June, 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



MOTION

SUBJECT: Newspaper Designation

I move to approve Order 21-036 designating a newspaper for the publication of the annual foreclosure list.



DISCUSSION ITEM

USFS Patrol Agreement Modification

[USFS IGA MODIFICATION 005](#)

[MOTION LANGUAGE](#)

**MODIFICATION OF GRANT OR AGREEMENT**

PAGE OF PAGES

1

2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:
18-LE-11060600-005

Cooperative Law Enforcement Agreement

2. RECIPIENT/COOPERATOR GRANT or
AGREEMENT NUMBER, IF ANY:3. MODIFICATION NUMBER:
0054. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING
GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):

Mt. Hood National Forest

16400 Champion Way

Sandy, OR 97055

Columbia River Gorge National Scenic Area

902 Wasco Ave Ste 200

Hood River, OR 97031

5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING
PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):

USDA Forest Service

Northern Oregon Zone LEI

16400 Champion Way

Sandy, OR 97055

6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip +
4, county):

Wasco, County of

511 Washington St. Suite 207

The Dalles, OR 97058

7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS
payment use only):**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.☐

CHANGE IN PERFORMANCE PERIOD:

☒

CHANGE IN FUNDING: Increase U.S. Forest Service FY21 funding by \$10,000.00

☒

ADMINISTRATIVE CHANGES: See Box 9

☐

OTHER (Specify type of modification):

**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):

This modification adds \$10,000.00. All rates and provisions in the 2021 AOP apply. Funding previously obligated under this
agreement remains available.**10. ATTACHED DOCUMENTATION (Check all that apply):**☐

Revised Scope of Work

☐

Revised Financial Plan

☐

Other:

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. COUNTY OF WASCO SHERIFF SIGNATURE

11.B. DATE
SIGNED

11.C. U.S. FOREST SERVICE SIGNATURE

11.D. DATE
SIGNED

(Signature of Signatory Official)

(Signature of Signatory Official)

11.E. NAME (type or print): LANE MAGILL

11.F. NAME (type or print): JOHN BYAS

11.G. TITLE (type or print): Sheriff, County of Wasco

11.H. TITLE (type or print): Special Agent in Charge, Pacific
Northwest Region



11.I. COMMISSIONER SIGNATURE	11.J. DATE SIGNED	11.K. U.S. FOREST SERVICE SIGNATURE	11.L. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.M. NAME (type or print): SCOTT HEGE		11.N. NAME (type or print): DUANE BISHOP	
11.O. TITLE (type or print): Commissioner, County of Wasco		11.P. TITLE (type or print): Acting Forest Supervisor, Mt. Hood National Forest	
11.Q. U.S. FOREST SERVICE SIGNATURE	11.R. DATE SIGNED		
(Signature of Signatory Official)			
11.S. NAME (type or print): CHRISTY A. CHEYNE			
11.T. TITLE (type or print): Acting Forest Supervisor, Columbia River Gorge Scenic Area			
12. G&A REVIEW			
12.A. The authority and format of this modification have been reviewed and approved for signature by: _____ KRISTEN BOWLES (18-LE-11060600-005 M5) U.S. Forest Service Grants & Agreements Specialist			12.B. DATE SIGNED



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.

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MOTION

SUBJECT: USFS Law Enforcement Agreement

I move to approve Modification 005 to the US Forest Service Cooperative Law Enforcement Agreement 18-LE-11060600-005.



CONSENT AGENDA

[MINUTES: 6.2.2021 REGULAR SESSION](#)

[REAPPOINTMENTS](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION

JUNE 2, 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#

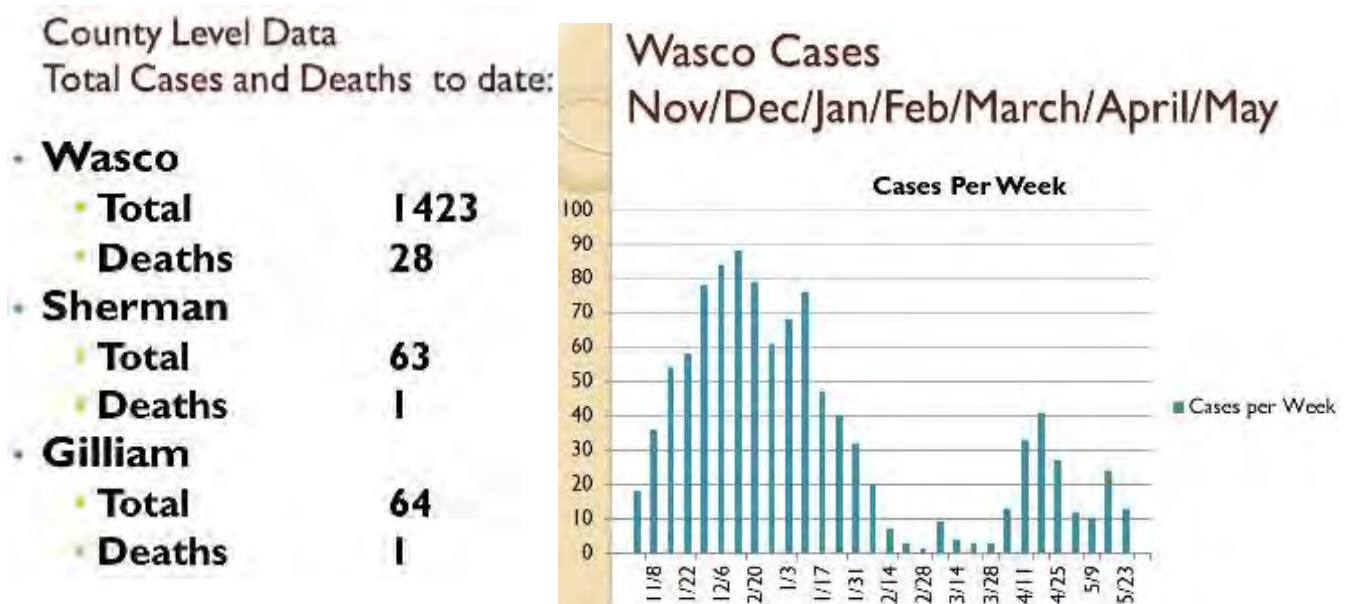
PRESENT: Scott Hege, Chair
Kathy Schwartz, Vice-Chair
Steve Kramer, County Commissioner

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

Chair Hege opened the session at 9:00 a.m. Ms. Clark asked to add the Community Dispute Resolution RFP eligibility notice to the Discussion List.

Discussion Item – NCPHD COVID-19 Update

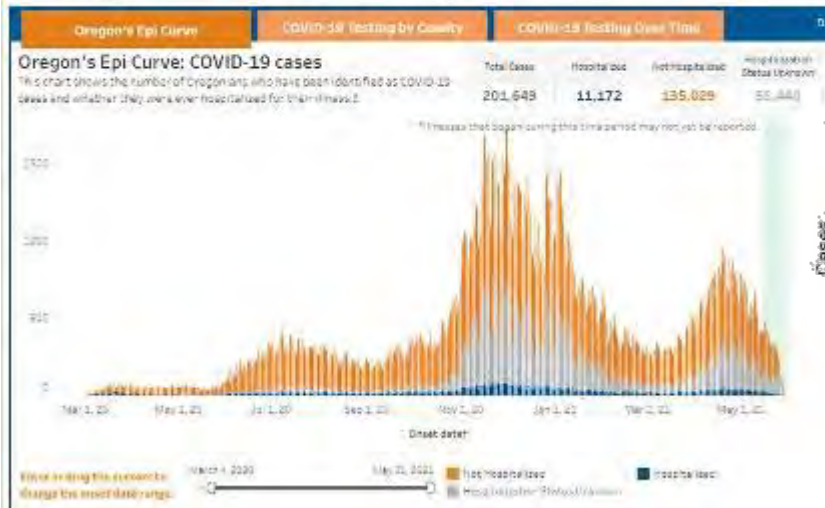
North Central Public Health District Health Officer Dr. Mimi McDonnell reviewed the current case status for the region and Wasco County specifically along with trends in Oregon and throughout the United States. She noted that although Wasco County numbers have improved, we continue to see cases with six reported in the last week. She said that hopefully, as more people are vaccinated and people continue to follow the protocols, we will see our numbers begin to fall again.



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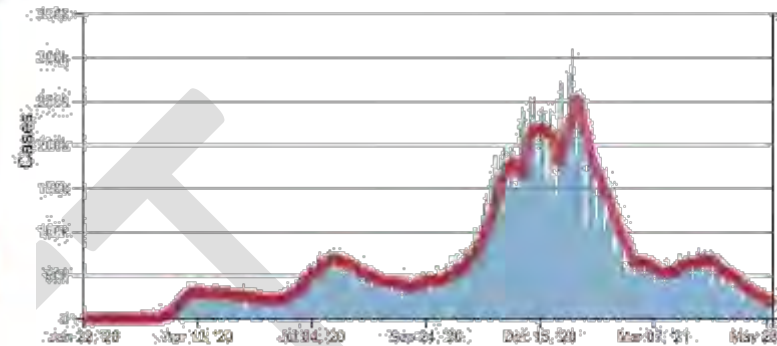
Dr. McDonnell said that it is encouraging to see the numbers continue to go down as more people are vaccinated.

Oregon Cases 201,649



US Cases 33,093,238

Daily Trends in Number of COVID-19 Cases in the United States Reported to CDC



Dr. McDonnell reviewed the county metrics and explained that Wasco County's numbers do not allow us to move into the lower risk category. She noted that Hood River County has vaccinated over 65% of their residents aged 16 and over and therefore are permanently in the Lower Risk Category.

Dr. McDonnell announced that every week will now be a movement week. Data will be reviewed each week, with category movement happening on Fridays.

County 2 week metrics

5/16-5/29	Count	% positivity
Wasco	37	6.4%
Sherman	5	6.3%
Gilliam	1	1.9 %

County Risk Levels starting Friday June 4

- Wasco County remaining in Moderate
- Sherman remaining in Lower
- Gilliam remaining in Lower
- Hood River remaining in Lower

Dr. McDonell reviewed the vaccination uptake data for the state and in the counties in our region. When the state reaches a 70% vaccination rate, Oregon will be removing a lot of the county-level restrictions – some CDC guidance will still be in place. She pointed out that at the state level, we are nearing the 70% mark.

Vaccine Update in Oregon

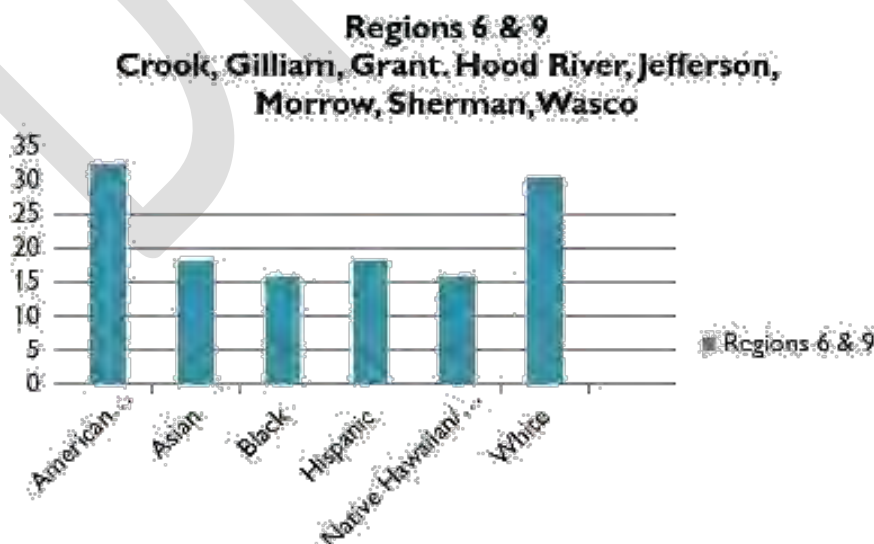
- When counties meet 65% vaccination rate of residents 16+, they are able to move to the lower risk level
- When Oregon reaches 70% vaccination rate of 18+, Oregon will remove

Vaccine Update By County

- **54.8% of 16+ in Wasco**
- **Need 1,619 more people vaccinated to get to 65%**
- **49.8% of 16+ in Sherman**
- **38.1% of 16+ in Gilliam**
- **68.8% of 16+ in Hood River**
- **65.8% of 18+ in Oregon***

Dr. McDonell reviewed the ethnicity data illustrated on the slide below. She noted that this also includes Warm Springs which is mostly in Jefferson County. She said we need to bridge the opportunities for the populations in the lower percentages of those vaccinated.

Oregon Race and Ethnicity Data Percentage of population vaccinated



Dr. McDonnell reviewed the various programs designed to incentivize vaccination participation.

COVID-19 News from OHA

- "Take Your Shot Oregon"
- All Oregon residents vaccinated by June 27 have the chance to win:
 - \$1 MILLION dollars (if 18+)
 - 5 winners of \$100,000 scholarships (under 18)
- Each County has one \$10,000 winner

Wasco County Incentives

- \$50 VISA cards for those getting vaccinated at the Mobile Vaccine Unit by June 27
 - Wasco County Residents or people from out of state working in Wasco County
- Continue having "Take a Bite Out of COVID" events
- TBD plan for remaining funds

Dr. McDonnell reviewed the local efforts to make vaccinations available including the Mobile Vaccination Units (MVUs) being sponsored by OHA, FEMA and Peace Corps.

MVU Details

- Drop – In or By Appointment
 - onecommunityhealth.org or 541-296-4610
- Dates
 - June 2 through July 14
- Times
 - Tues thru Sun
 - Noon-8:00 PM
- Location
 - 10th and Webber June 2-7 OCH- drive up
 - 10th and Cherry Heights June 9 SMA- walk up
- Vaccines Offered
 - Pfizer and J&J

Wasco Co Vaccine Clinic Updates

- MCMC to begin offering vaccinations at primary care clinics next week
- OCH continuing to offer vaccinations at the clinic and also outreach events
- NCPHD last date at Readiness Center June 10
- NCPHD providing vaccines at 7th Street site and outreach events

Dr. McDonnell introduced Dr. Judy Richardson who has contracted with OHA for the summer to help oversee the Mobile Vaccine Units. She reported that there are three units being mobilized throughout the state over the summer. This is part of the White House initiative to help people who have not been able to access vaccine in the traditional ways. The units are transportable buildings that house special freezers, a generator and vaccine. They can support both drive up and walk up clinics. In addition, there will be a team attached to this unit that can go out to more remote areas using special coolers. MVUs are being located in welcoming places that are convenient and familiar with a culturally friendly atmosphere.

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The units are secured 24/7 and will carry both Johnson & Johnson and Pfizer vaccines. Currently, the unit is located at One Community Health near the Fire Department with a drive-up set up. Next, they will locate at St. Mary's for a walk through set up. St. Mary's is hosting the summer migrant education program so this should make it convenient for that population.

Vice-Chair Schwartz said that she is very excited to have the MVUs here and that the vaccine will be available in primary care clinics; it will help us to get to where we need to be. She asked about the outreach to seasonal farm workers and where the staffing is coming from for the MVUs. Dr. Richardson replied that the mobile pods have not yet been scheduled and they are happy to go out to the orchards using OHA field operations vehicles. The staffing comes from OHA, the Peace Corps and FEMA.

Vice-Chair Schwartz asked if vaccination of the seasonal workers will help with our numbers. Dr. McDonell responded that only residents are counted in the vaccine uptake numbers used to calculate our percentages. However; it will drive down the number of cases in our county and keep our farm industry going.

Vice-Chair Schwartz said that she has not seen a lot of public information around the MVUs. She asked where that is happening. Dr. Richardson explained that they just got this resource and will be reaching out this week for a social media push. She added her thanks for all of the County's work on their behalf.

Commissioner Kramer pointed out that many of our citizens in the southern part of the county do not have internet and/or do not use social media. We need to find ways to reach out to them as well.

Chair Hege noted that our 6.4% positivity rate remains high. He asked what that means. Dr. McDonell said that they have noticed fewer people being tested. She said that if you are a close contact, please get tested; it is accessible and free. It really helps with the accuracy of the data and also helps them to contain outbreaks quickly. Early testing is what allows them to minimize the spread.

Chair Hege asked what we might expect when the state reaches the 70% benchmark. He observed that some people think it will mean that all restrictions will be lifted. Dr. McDonell said that what is being put out by the State is that a lot of the state regulations will go away but there will still be some simple guidelines for specific situations. The Department of Education will continue to make rules for the schools and public transportation may still require masks.

Chair Hege asked Dr. McDonell what she thinks will be the best way to get us up to 65%. Dr. McDonell answered that there has been a lot of research about where people feel comfortable getting the vaccine – the number one place is at their primary care provider;

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that will help a lot. We need to make it easy and accessible – that is why they are doing the mobile clinics. The counties get to decide what to do with the incentive funds; some counties are doing lotteries for big prizes; others are incentivizing individual participation.

Chair Hege asked why we are just now going to the primary care providers. Dr. McDonell explained that MCMC directed their focus to supporting the large clinics. Now that it is slowing there, they can turn their attention to the primary care providers.

Chair Hege asked about vaccine preference. Dr. Richardson stated that many people want the single dose – some for convenience and some because of a fear of needles. Others are concerned about the pause on the Johnson and Johnson single dose vaccine and so prefer the two-dose Pfizer vaccine. She added to Dr. McDonell's comments about the primary care clinic vaccination timing by saying that in-clinic vaccination is time-intensive as patients want to discuss the health implications with their doctor; MCMC has been mindful of how much impact that would have on the providers' ability to see all of their patients. Now that many people have already been vaccinated, it will not have as much impact on the providers' ability to support those important dialogues with patients that come to them for vaccination.

Chair Hege commented that it is really important to get vaccinated. He related that a friend of his daughter just lost a grandparent to COVID after both grandparents contracted the disease. Get the shot – protect yourself and others.

NCPHD Interim Executive Director Shellie Campbell thanked the county for all the work they have done to support NCPHD and the community. When we started this a year ago, we counted on the Wasco County Facilities and IT teams; they were there every step of the way. In addition, there was county staff in United Command, Commissioners, Stephanie Krell and Tyler Stone who have been instrumental in the effort - NCPHD is forever grateful. Our relationships have really strengthened through this time and though are not through it yet, we are putting some of it in our rearview mirror. Going forward we need to look at how we can continue to work together. She said that they have been reviewing the American Rescue Plan. What NCPHD wants to do is continue this work with the County. As the County starts to plan for the ARP dollars, NCPHD would like to be invited to the table. There is a bright light on supporting public health right now. NCPHD feels like we can really work together to expand on the work being done. NCPHD wants to look at how we can sustain Public Health long term.

Chair Hege said that he thinks we all have a greater appreciation of what Public Health does.

Vice-Chair Schwartz said that not only will we be working on COVID-19 for months to come; this is likely not an isolated event. There will be more to come and it is important to strengthen the system.

Discussion Item – Finance Report

Finance Director Mike Middleton reviewed the report included in the Board Packet.

Chair Hege noted that revenue in the District Attorney's office is down and asked why. Mr. Middleton replied that there have been a lot of transitions in that office, one of which was the staff member who was responsible for writing most of their grants. The new person is working to catch that up.

Vice-Chair Schwartz commented that she realizes that the SRS funds are dedicated to our Road Department; she is not sure where the PILT (Payment in Lieu of Taxes) money goes. Mr. Middleton responded that PILT funds are distributed just like property taxes – all the taxing districts receive a portion based on an established formula; the County's portion is part of the General Fund.

Discussion Item – Dispute Resolution Grant Eligibility

Ms. Clark explained that this is the last step of the process. Wasco County issued an RFP on behalf of Wasco, Wheeler, Sherman, Hood River and Gilliam Counties for State Community Dispute Resolution Services funding managed through the University of Oregon Law School. We received one response to that RFP – Six Rivers Mediation, which is the only provider in our region. All submissions are reviewed by University staff that then provides the counties with notice of eligibility which we have received. The counties then select from the eligible applicants and notify the University of their selection. This will also come before the other four counties for selection. The request today is for consensus to select 6 Rivers Mediation to receive the funding through the grant program. Once the selection is made, the University will work directly with 6 Rivers

Chair Hege commented that 6 Rivers recently presented information about the work they do and he is enthusiastic in his support of the selection. Both Commissioner Kramer and Vice-Chair Schwartz concurred with Chair Hege's comments.

*****The Board was in consensus to select 6 Rivers Mediation as the Community Dispute Resolution service provider.*****

Consent Agenda – 5.19.2021 Minutes

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

District Budget Hearings

At 9:57 a.m., Chair Hege recessed to hold Wasco County 4H & Extension Service District and Library Service District Budget Hearings.

The Regular Session reconvened at 10:15 a.m.

Agenda Item – Wasco County Budget Hearing

Chair Hege explained the process for the hearing and asked Mr. Middleton for the staff presentation.

Mr. Middleton said that he is happy to present an approved budget. He expressed his gratitude to the Directors, Budget Team, Budget Committee and County staff for their work and support throughout the process. He stated that he has one recommended change. An error in the detail lines came to light after the Budget Committee meeting. He stated that he is recommending an adjustment to correct this detail before the budget is adopted. While the adjustment does not change the overall budget, the accuracy of the detail lines assists in building better budgets in the future. In the Sheriff's Office – Law Enforcement Vacation Cash Out (101.16.5131.51680) is overstated. Due to an oversight, this line is overstated by \$52,915. It should have been budgeted for \$5,000 based on historical trends. While the Personnel overall remained essentially flat, this did not come to light in the analysis before the Budget Committee. Due to the new budgeting theory/process being followed, the offset to this decrease would be to increase the Department Flex Account (101.16.5131.52980). This will result in a net zero change to the Departmental Budget and the Budget as a whole.

Mr. Middleton went on to say that other than the recommended adjustment, the budget remains unchanged since the Board reviewed it as members of the Budget Committee.

Chair Hege asked if any written comments have been submitted. Ms. Clark replied that there have not.

Chair Hege asked if any member of the public wished to be heard. There were none.

Chair Hege asked if members of the Board had any questions. There were none.

{{{Vice-Chair Schwartz I moved to approve the change of the Sheriff's Office/Law Enforcement budget by decreasing the vacation payout by \$52,915 and increasing the department flex account by \$52,915 with no net effect on the total appropriation. Commissioner Kramer seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve Resolution 21-002 Adopting the Fiscal Year 2021-2022 Wasco County Budget, with recommended changes, in the amount of \$75,988,949 and approving the tax rate of \$4.2523 per \$1,000 of assessed value for operation to be imposed for Tax Year 2021-2022 as approved by the Budget Committee. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

The hearing was closed at 10:25 p.m.

Agenda Item – Vaccination Verification Policy

Human Resources Director Nichole Biechler said that because we have decided to open doors without requiring masks for those who have been vaccinated, OHA requires us to have a policy in place. This will be for verification of vaccination for both staff and the public entering County offices.

Commissioner Kramer asked what happens next week when all of this changes again. Ms. Biechler replied that it would become obsolete – null and void. With all of the guidance changing every day, we are just trying to keep up.

Vice-Chair Schwartz commented that she does not see this changing before the state reaches the 70% benchmark for vaccinations. It could be at least a month before that happens. She complimented Ms. Biechler on a well-thought out policy that will meet the objectives. She added that we also have a play book that spells out implementation. Our first objective is to protect unvaccinated employees and secondly to protect unvaccinated members of the public entering our spaces. It allows those who have been vaccinated to not wear a mask if they choose if they can verify their status. In order for this to work, it will require that administration hold their staff accountable to follow the policy - the stakes are high. As things begin to open, people feel like it is over, but it is not. There was a recent article about Deschutes County where the hospitals are overloaded with COVID patients, 98% of whom were not vaccinated. Accountability is the key. Over the last year, the only way we have been able to carry out the guidance is through a team effort.

Chair Hege asked if there has been any feedback around this policy. Ms. Biechler replied that she reviewed it with our union presidents as well as CIS legal and County Counsel. There was some concern expressed about consistency in implementation. They also asked for more communication.

Vice-Chair Schwartz observed that this is not just guidance; it is enforceable policy.

Commissioner Kramer said that he had an opportunity to talk with Planning Staff. There was a question on page 10 of the FAQs in the Return to Work Playbook. He asked if that has been updated. Ms. Biechler answered that there was confusion about mask-wearing; that has been updated and reposted to the website as requested.

{{Vice-Chair Schwartz moved to approve Wasco County COVID-19 Vaccination Verification Policy. Commissioner Kramer seconded the motion which passed unanimously.}}

Agenda Item – Surplus Real Property

Wasco County Assessor Jill Amery said that On April 21, 2021 the Board of County Commissioners removed 310 West 10th Street and 821 Garden Court from the County

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Owned Land Auction List of June 17, 2021, to further discuss their utilization for affordable housing. At the May 5, 2021 BOCC meeting further discussion ensued assuring that work on this topic is moving forward. A policy update is not feasible due to the time frame to accommodate the desire to relinquish these properties; however the Board does have the authority to relinquish properties to a nonprofit for low income housing pursuant to ORS 271.330. The discussion ensued around criteria that would keep the taxing districts whole. Mid-Columbia Housing Authority and Wasco County will exchange information that will determine feasibility of the project. As stated in the attached purchase and sale agreement the taxes foregone at the time of property tax foreclosure as well costs incurred by Wasco County in the care and maintenance total \$94,707.11. The exchange of this dollar amount would result in the taxing districts and Wasco County being made whole.

Chair Hege asked Mid-Columbia Housing Authority Executive Director Joel Madsen what he expects to do with these properties and what would be the timeline. Mr. Madsen thanked the Board for navigating this process and allowing the Housing Authority to acquire these properties for the costs identified. He said that they hope to develop both properties for affordable housing; the size and scale has not yet been determined. They will go on to the tax rolls right away. He said that he would be happy to report as they move through the process. He stated that he hopes this will serve as a model for future success.

Commissioner Kramer stated that he feels that the County is not responsible for housing. He said that he voted against this last time and will be doing so again today.

{{Vice-Chair Schwartz moved to approve Order 21-036 surplussing Wasco County owned properties located at 310 W. 10th Street and 821 Garden Court in The Dalles, Oregon. Commissioner Kramer seconded the motion. Chair Hege and Vice-Chair Schwartz voted "Aye;" Commissioner Kramer voted "Nay." Motion passed.}}

{{Vice-Chair Schwartz moved to approve the Purchase and Sale Agreement for Surplus Properties located at 310 W. 10th Street and 821 Garden Court in The Dalles, OR. Commissioner Kramer seconded the motion.

DISCUSSION

Commissioner Kramer said that he will be voting against this for the same reasons already expressed.

Chair Hege noted that the purchase agreement covers all back taxes and all costs so that everyone is made whole. He stated that there is a lawsuit now related to properties taken in foreclosure and sold for more than back taxes.

Ms. Amery stated that the lawsuit is a class action suit enjoining all 36 Oregon counties. County Counsel Kristen Campbell said that all counties are represented

by unified counsel. The suit challenges the ability of counties to keep funds beyond what is owed in taxes. Oregon is rare in allowing counties to retain in excess of what is owed. The suit is in motion practice right now with a motion to dismiss being considered. Ms. Amery pointed out that all funds generated through the sale of foreclosed properties are distributed to all taxing districts.

Chair Hege asked what would happen in other states to the excess money. Ms. Campbell replied that it would go back to the owner. Chair Hege asked if there is any sense of what might happen in the suit. Ms. Campbell responded that speculation is across the board.

Vice-Chair Schwartz stated that in this particular transaction, there are no excess dollars so the suit would not apply in this case. Ms. Campbell confirmed saying that the sale price will collect all back taxes and our costs to maintain the property – nothing more.

Chair Hege stated that he thinks Commissioner Kramer's concern is that we are not making a profit. Commissioner Kramer stated that it is his job to be fiscally responsible; so, if we can do a little better for our districts . . . that is the job. He said that it has nothing to do with housing issues.

Chair Hege called for a vote.

Chair Hege and Vice-Chair Schwartz voted "Aye;" Commissioner Kramer voted "Nay." Motion passed.}}

{{Vice-Chair Schwartz moved to approve the Bargain Sale and Deed for Surplus Properties located at 310 W. 10th Street and 821 Garden Court in The Dalles, OR. Commissioner Kramer seconded the motion.

DISCUSSION

Commissioner Kramer repeated his opposition to this transaction. Vice-Chair Schwartz said that she understands Commissioner Kramer's position. However, she believes that affordable housing is important for our county. We talk a lot about economic opportunity which we cannot do without affordable housing. She said that she recently heard a staff member for Center for Living explaining that they are having trouble attracting staff because of the lack of housing.

Chair Hege asked the status of the County-Owned Land Policy. Ms. Amery said that they hope to bring it to the Board prior to the next foreclosure season.

Commissioner Kramer said that this is a deeper conversation and he would request

that it be added to an upcoming work session to work through some of the hurdles hindering progress.

Chair Hege called for a vote.

Chair Hege and Vice-Chair Schwartz voted “Aye;” Commissioner Kramer voted “Nay.” Motion passed.}}

**Agenda Item – Public Transportation Advisory Committee (PTAC)
Recommendation**

Mr. Stone explained that the Federal Transit Administration is requiring a competitive process for the awarding of 5310 grant funding which they have not required in previous funding cycles. We engaged in that process and received one proposal which was presented to the PTAC. They voted to accept the proposal and provided a letter outlining their recommendation which is included in the Board Packet.

Chair Hege asked if the RFP included the matching funds. Mr. Stone responded affirmatively.

{{Commissioner Kramer moved to accept the recommendation of the Wasco County Public Transportation Advisory Committee to award the Federal Transit Administration’s 5310 Funding Contract to Mid-Columbia Economic Development District. Vice-Chair Schwartz seconded the motion which passed unanimously.}}

Agenda Item – Public Works Equipment Surplus

Public Works Director Arthur Smith stated this request is in keeping with our goals for Public Works equipment replacement to right size our fleet with equipment that is in good working condition. He reviewed the information in the memo included in the Board Packet.

{{Vice-Chair Schwartz moved to approve Order 21-035 surplussing Wasco County vehicles and equipment to be disposed of according to State statute and the Wasco County Contracting Rules. Commissioner Kramer seconded the motion which passed unanimously.}}

Mr. Smith said that he would like to clarify about revenue for Public Works. He said that the drop in their petroleum products sold is due to the COVID travel restrictions and should trend back up as things begin to open up. Chair Hege added that fuel sales generally are hurting us through tax revenues because people are not driving.

Mr. Smith went on to say that they are still providing contracted services and will be helping the City of The Dalles with a chip seal project in June; we will realize that revenue in this fiscal year.

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Chair Hege asked if the oil tanker being surplus is used for chip sealing. Mr. Smith replied that it was; back in the day the oil company would have the tankers transfer the oil to our facility and we would then take it to the work site. Now, the haulers are able to deliver the oil onsite and we no longer need to haul it there.

Vice-Chair Schwartz said that she recently took an extended road trip and she can attest to how good our roads are by comparison to those she traveled through.

Chair Hege asked how the grading is going with the low moisture we are experiencing. Mr. Smith stated that they will have to haul water to do that; it is not perfect, but we cannot wait for Mother Nature. He stated that we used to have a couple of contractors for dust control and he gives out their contact information when citizens call.

Agenda Item – Annual Insurance Report

County Insurance Agent Breanna Wimber said that CIS as a whole has taken a 10% increase in premiums across the board due to all the litigation that occurred in the past year. She reviewed the report included in the Board Packet.

Vice-Chair Schwartz asked for the dollar amount change over last year for CIS. Ms. Wimber stated that last year the total premium was \$234,000; this year it is \$255,000. There is also optional cyber coverage that is increasing with the increase in cyber-attacks and ransomware. She said that she took the liberty of obtaining an alternative quote for that from HSB to make sure we were meeting the County's needs. She stated that she has been working with IS Director Andrew Burke. Some of the differences include the CIS Premium which is \$7,382 and \$7,891 for HSB - not much difference. CIS has a \$5,000 deductible but has announced that it would be increasing to a \$250,000 for ransomware attacks. HSB is a \$10,000 deductible across the board including ransomware attacks. Looking at vulnerability - ransomware is a growing threat - criminals are getting bolder and asking for more. The second coverage is for bricking which is damage to the actual components, CIS has a \$250,000 limit; HSB has \$1 million limit. Another advantage is additional coverage if we want it; \$950,000 is as high as we can go with CIS. We can go up to \$5 million with HSB.

Chair Hege asked if there is cyber security coverage in the main policy. Ms. Wimber replied that it has \$50,000 in coverage which makes the total coverage \$1 million if we take the maximum additional coverage.

Chair Hege asked for Ms. Wimber's recommendation. Ms. Wimber said she would recommend HSB. She said she reviewed recent CIS cyber claims; many were in the \$100,000-\$200,000 range. With a \$250,000 deductible that is not useful. Chair Hege asked if Mr. Burke agrees. Ms. Wimber replied affirmatively.

Chair Hege commented that the modification rate of 1.3 is high and asked what it was last year. Ms. Wimber replied that in 2019 it was .89; in 2020 it was 1.05. It is a three year rolling calculation so it takes some time to remedy the high rate. There is definitely room for

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JUNE 2, 2021
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improvement. She said that we have had 7 claims for each of the last 3 years; the hope is that we will see fewer this year. She said that SAIF, Human Resources and she are all ready to help with safety meetings and trainings. She hopes that those efforts will resume now that we are starting to come out of COVID.

Chair Hege pointed out that modification rates affect the cost of insurance. Mr. Stone said that we are working to get it down and having conversations to address it. We had one of the three years that really drove costs so it should be coming down. Although, he does not want to penalize departments; our new budgeting program will question as to how those costs are allocated. 1.3 is dismal and we need to do better and that is foremost in his mind. He said he would appreciate support in getting that message to department heads. Chair Hege said that he definitely will support those efforts – not only does it lower rates, but keeps our staff safe.

Ms. Wimber stated that the SAIF premium is \$151,532. Chair Hege asked if that is based on payroll. Ms. Wimber replied that it is; the County pays the premium in full rather than in instalments which provides a \$6,000 discount. SAIF has also declared another dividend which Wasco County should be receiving. It could be as much as twice the last dividend.

Vice-Chair Schwartz asked for confirmation that we are not using CIS for cyber security coverage. Ms. Wimber said that her recommendation is for HSB which costs a little more. CIS has a pool-wide limit of \$2.5 million; so if 3 counties submit claims that cumulatively reach that amount, it eliminates coverage for all the rest of the counties.

*****The Board was in consensus to authorize the Administrative Officer to sign the annual insurance policies for CIS, SAIF & HSB.*****

Public Comment

Rodger Nichols asked if there are any updates on negotiation with the large company in town. Mr. Stone replied that they are still meeting and discussions are continuing. Hopefully, there will be resolution soon.

Commission Call

Commissioner Kramer said that HB2520A is a one-time rule-making for renewable energy. The Planning Department is on board and we are being asked to sign on to this – they want to hear from counties. He said he would sign it and would ask that the rest of the Board support it as well. It will give counties exceptions for some of the planning goals. Vice-Chair Schwartz said she would sign.

Commissioner Kramer said he had a tour with Dodge Logging on their portion of the White River Fire. They lost over 800 acres of timber but have been able to salvage the majority of that. They, along with Ken Thomas and the Oregon Department of Fish and Wildlife, have done some excellent work on the south side of the White River. There is not yet a plan from

WASCO COUNTY BOARD OF COMMISSIONERS
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the Forest service for a salvage project; that will be a topic of discussion at tomorrow's Forest Collaborative meeting.

Commissioner Kramer reported that Senate Bill 582A now has a dash 16 amendment. They are working through that and he believes there will soon be a dash 17 amendment. He stated that he has an appointment with AOC this afternoon and with Representative Smith tomorrow morning. This is for the modernization of recycling in Oregon.

Vice Chair Schwartz asked who Ken Thomas is. Commissioner Kramer replied that he is a private land owner with adjacent property.

Chair Hege said that he looked at hearings and testimony for HB2520 – most were in favor, but a statewide association was expressing concerns about the cost of implementation. They liked other legislation better saying it is more global.

Vice-Chair Schwartz reported that she met with Mr. Stone and Mr. Burke around when we could implement hybrid in-person BOC meetings. With restrictions on indoor meetings, the Board and support staff would be in-person with members of the public and presenters attending virtually. That will be our bridge for now. They hope to have the equipment on-site June 11th. They may or may not be ready for the June 16th Board session but most certainly will be ready for the first session in July.

Chair Hege adjourned the session at 11:44 a.m.

Summary of Actions

MOTIONS

- **To approve the Consent Agenda – 5.19.2021 Regular Session Minutes.**
- **To approve the change of the Sheriff's Office/Law Enforcement budget by decreasing the vacation payout by \$52,915 and increasing the department flex account by \$52,915 with no net effect on the total appropriation.**
- **To approve Resolution 21-002 Adopting the Fiscal Year 2021-2022 Wasco County Budget, with recommended changes, in the amount of \$75,988,949 and approving the tax rate of \$4.2523 per \$1,000 of assessed value for operation to be imposed for Tax Year 2021-2022 as approved by the Budget Committee.**
- **To approve Wasco County COVID-19 Vaccination Verification Policy.**
- **To approve Order 21-036 surplussing Wasco County owned properties located at 310 W. 10th Street and 821 Garden Court in The Dalles, Oregon.**
- **To approve the Purchase and Sale Agreement for Surplus Properties located at 310 W. 10th Street and 821 Garden Court in The Dalles, OR.**
- **To approve the Bargain Sale and Deed for Surplus Properties located at 310**

W. 10th Street and 821 Garden Court in The Dalles, OR.

- **To accept the recommendation of the Wasco County Public Transportation Advisory Committee to award the Federal Transit Administration's 5310 Funding Contact to Mid-Columbia Economic Development District.**
- **To approve Order 21-035 surplussing Wasco County vehicles and equipment to be disposed of according to State statute and the Wasco County Contracting Rules.**

CONSENSUS

- **To select 6 Rivers Mediation as the Community Dispute Resolution service provider.**
- **To authorize the Administrative Officer to sign the annual insurance policies for CIS, SAIF & HSB.**

Wasco County
Board of Commissioners

Scott C. Hege, Commission Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



CONSENT ITEM

Reappointments

STAFF MEMO

BOPTA: JOHN HUTCHISON
VICKIE ELLETT
SCOTT HEGE
RUBY MASON
CHRIS SCHANNO

BOARD OF REVIEW: RICH REMINGTON
DAVID COOPER
JERRY DULING

15-MILE WATERSHED COUNCIL: GARY VAN ORMAN
MIKE KELLY
STEVE SPRINGSTON
DAVID BREWER

HISTORIC HWY ADVISORY COMMITTEE: JUDY DAVIS

URBAN RENEWAL: STEVE KRAMER

MCEDD BOARD OF DIRECTORS: MIKE FOREAKER



MEMORANDUM

SUBJECT: Reappointments

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: 06.7.2020

BACKGROUND INFORMATION:

Virtually all of the appointments made by the Board of County Commissioners expire at the end of June or the end of December. The Board has previously seen applications for the re-appointees and all are willing to continue to serve; their reappointments are supported by the committees on which they serve.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF JOHN HUTCHISON TO THE WASCO COUNTY BOARD OF PROPERTY TAX APPEALS CHAIR PERSONS POOL AND NONOFFICE-HOLDING POOL

ORDER #21-017

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 under ORS 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That John Hutchison's term on the Wasco County Board of Property Tax Appeals will expire June 30, 2021; and

IT FURTHER APPEARING TO THE BOARD: That John Hutchison is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

NOW, THEREFORE, IT IS HEREBY ORDERED: That John Hutchison be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2021, through June 30, 2022.

DATED this 16th day of June, 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



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF VICKIE ELLETT TO THE WASCO COUNTY BOARD OF PROPERTY TAX APPEALS CHAIR PERSONS POOL AND NONOFFICE-HOLDING POOL

ORDER #21-018

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 under ORS 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Vickie Ellett's term on the Wasco County Board of Property Tax Appeals will expire June 30, 2021; and

IT FURTHER APPEARING TO THE BOARD: That Vickie Ellett is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Vickie Ellett be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2021, through June 30, 2022.

DATED this 16th day of June, 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



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF SCOTT HEGE TO THE WASCO COUNTY BOARD OF PROPERTY TAX
APPEALS CHAIR PERSONS POOL AND GOVERNING BODY POOL

ORDER #21-019

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 under ORS 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Scott Hege's term on the Wasco County Board of Property Tax Appeals will expire June 30, 2021, and

IT FURTHER APPEARING TO THE BOARD: That Scott Hege is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Scott Hege be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2021, through June 30, 2022.

DATED this 16th day of June, 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



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF RUBY MASON TO THE WASCO COUNTY BOARD OF PROPERTY TAX
APPEALS CHAIR PERSONS POOL AND NONOFFICE-HOLDING POOL

ORDER #21-020

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 under ORS 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Ruby Mason's term on the Wasco County Board of Property Tax Appeals will expire June 30, 2021; and

IT FURTHER APPEARING TO THE BOARD: That Ruby Mason is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Ruby Mason be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2020, through June 30, 2022.

DATED this 16th day of June, 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



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF CHRIS SCHANNO TO THE WASCO COUNTY BOARD OF PROPERTY TAX APPEALS CHAIR PERSONS POOL AND NONOFFICE-HOLDING POOL

ORDER #21-021

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 under ORS 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Chris Schanno's term on the Wasco County Board of Property Tax Appeals will expire June 30, 2021; and

IT FURTHER APPEARING TO THE BOARD: That Chris Schanno is willing and is qualified to be reappointed to the Wasco County Board of Property Tax Appeals.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Chris Schanno be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2020, through June 30, 2022.

DATED this 17th day of June, 2020.

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



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF RICH REMINGTON TO THE WASCO COUNTY BOARD OF REVIEW

ORDER #21-022

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 ORS 308.350 requires this Board of Commissioners to appoint two members to the County Board of Review and requires the County Assessor to appoint two members to the County Board of Review and requires the four members to appoint one additional member, said Board to advise the County Assessor on true cash values of agricultural lands in Wasco County; and

IT FURTHER APPEARING TO THE BOARD: That Rich Remington's term on the Wasco County Board of Review will expire on June 30, 2021; and

IT FURTHER APPEARING TO THE BOARD: That Rich Remington is willing and is qualified to be reappointed to serve on the Wasco County Board of Review.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Rich Remington be and is hereby reappointed to the Wasco County Board of Review as an Assessor Appointee; said term to expire on June 30, 2023.

DATED this 16th day of June, 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



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF DAVID COOPER TO THE WASCO COUNTY BOARD OF REVIEW

ORDER #21-023

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 ORS 308.350 requires this Board of Commissioners to appoint two members to the County Board of Review and requires the County Assessor to appoint two members to the County Board of Review and requires the four members to appoint one additional member, said Board to advise the County Assessor on true cash values of agricultural lands in Wasco County; and

IT FURTHER APPEARING TO THE BOARD: That David Cooper's term on the Wasco County Board of Review will expire on June 30, 2021; and

IT FURTHER APPEARING TO THE BOARD: That David Cooper is willing and is qualified to be reappointed to serve on the Wasco County Board of Review.

NOW, THEREFORE, IT IS HEREBY ORDERED: That David Cooper be and is hereby reappointed to the Wasco County Board of Review as an Assessor Appointee; said term to expire on June 30, 2023.

DATED this 16th day of June, 2021.

APPROVED AS TO FORM:

Kristen Campbell, County Counsel

WASCO COUNTY BOARD OF COMMISSIONERS:

Scott C. Hege, Commission Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF JERRY DULING TO THE WASCO COUNTY BOARD OF REVIEW

ORDER #21-024

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 ORS 308.350 requires this Board of Commissioners to appoint two members to the County Board of Review and requires the County Assessor to appoint two members to the County Board of Review and requires the four members to appoint one additional member, said Board to advise the County Assessor on true cash values of agricultural lands in Wasco County; and

IT FURTHER APPEARING TO THE BOARD: That Jerry Duling's term on the Wasco County Board of Review will expire on June 30, 2021; and

IT FURTHER APPEARING TO THE BOARD: That Jerry Duling is willing and is qualified to be reappointed to serve on the Wasco County Board of Review.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jerry Duling be and is hereby reappointed to the Wasco County Board of Review as an Assessor Appointee; said term to expire on June 30, 2023.

DATED this 16th day of June, 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



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF GARY VAN ORMAN TO THE 15-MILE WATERSHED COUNCIL

ORDER #21-025

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 the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the 15-Mile Watershed Council; and

IT APPEARING TO THE BOARD: That Gary Van Orman's appointment to the 15-Mile Watershed Council will expire on June 30, 2021; and

IT FURTHER APPEARING TO THE BOARD: That Gary Van Orman is willing and is qualified to be re-appointed to the 15-Mile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Gary Van Orman be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2024.

DATED this 16th day of June, 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



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF MIKE KELLY TO THE 15-MILE WATERSHED COUNCIL

ORDER #21-026

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 the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the 15-Mile Watershed Council; and

IT APPEARING TO THE BOARD: That Mike Kelly's appointment to the 15-Mile Watershed Council will expire on June 30, 2021; and

IT FURTHER APPEARING TO THE BOARD: That Mike Kelly is willing and is qualified to be re-appointed to the 15-Mile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Mike Kelly be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2024.

DATED this 16th day of June, 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



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF STEVE SPRINGSTON TO THE 15-MILE WATERSHED COUNCIL

ORDER #21-027

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 the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the 15-Mile Watershed Council; and

IT APPEARING TO THE BOARD: That Steve Springston's appointment to the 15-Mile Watershed Council will expire on June 30, 2021; and

IT FURTHER APPEARING TO THE BOARD: That Steve Springston is willing and is qualified to be re-appointed to the 15-Mile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Steve Springston be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2024.

DATED this 16th day of June, 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



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF DAVID BREWER TO THE 15-MILE WATERSHED COUNCIL

ORDER #21-028

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 the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the 15-Mile Watershed Council; and

IT APPEARING TO THE BOARD: That David Brewer's appointment to the 15-Mile Watershed Council will expire on June 30, 2021; and

IT FURTHER APPEARING TO THE BOARD: That David Brewer is willing and is qualified to be re-appointed to the 15-Mile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That David Brewer be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2024.

DATED this 16th day of June, 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



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF JUDY DAVIS AS WASCO COUNTY'S REPRESENTATIVE ON THE
HISTORIC COLUMBIA RIVER HIGHWAY ADVISORY COMMITTEE

ORDER #21-029

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 Judy Davis' appointment as Wasco County's representative on the Historic Columbia River Highway Advisory Committee expires June 30, 2021; and

IT FURTHER APPEARING TO THE BOARD: That Judy Davis is willing and is qualified to be reappointed to the Historic Columbia River Highway Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Judy Davis be and is hereby reappointed to the Historic Columbia River Highway Advisory Committee; said term to expire on June 30, 2025.

DATED this 16th day of June, 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



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF STEVEN KRAMER TO THE CITY OF THE DALLES URBAN RENEWAL ADVISORY COMMITTEE

ORDER #21-030

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 Steve Kramer's term on the City of The Dalles Urban Renewal Advisory Committee will expire on June 30, 2021; and

IT FURTHER APPEARING TO THE BOARD: That Steve Kramer is willing and is qualified to be reappointed to the City of The Dalles Urban Renewal Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Steve Kramer be and is hereby reappointed to the City of The Dalles Urban Renewal Advisory Committee; said term to expire on December 31, 2024.

DATED this 16th day of June, 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



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF MIKE FOREAKER TO THE MID-COLUMBIA ECONOMIC
DEVELOPMENT DISTRICT BOARD OF DIRECTORS AS THE REPRESENTATIVE OF THE CITIES OF WASCO COUNTY

ORDER #20-043

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 Mike Foreaker's appointment as the Wasco County Cities Representative on the Mid-Columbia Economic Development District Board of Directors will expire on June 30, 2021; and

IT FURTHER APPEARING TO THE BOARD: That Mike Foreaker is willing and is qualified to be reappointed to the Mid-Columbia Economic Development District Board of Directors as the Cities of Wasco County representative.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Mike Foreaker be and is hereby reappointed to the Mid-Columbia Economic Development District Board of Directors to complete Sue Knapp's term as representative of the Cities of Wasco County; said term to expire on August 31, 2023.

DATED this 16th day of June, 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



AGENDA ITEM

FEMA Grant Application Letter of Support

[STAFF MEMO](#)

[LETTER OF SUPPORT](#)



MEMORANDUM

SUBJECT: HMAG Funding Opportunity to Inventory Assess Public Access Roads

TO: WASCO COUNTY BOARD OF COMMISSIONERS CC: ANGIE BREWER, TYLER STONE

FROM: KELLY HOWSLEY-GLOVER, LONG RANGE PLANNER

DATE: 6/7/2021

In working on our Community Wildfire Protection Plan (CWPP) update, we have been made aware by our Rural Fire Protection District partners that ingress/egress for wildfire mitigation efforts is a significant hindrance to wildfire preparedness. The specific cases are often occurring in intersections between public access roads and public lands, outside of County roads.

An inventory of public access roads has been a long standing action item of both the CWPP and the Natural Hazards Mitigation Plans (NHMP). This is both to identify mitigation projects, but also to identify hazards for ingress and egress for emergency service professionals and for evacuation routes. After speaking with Public Works Director Arthur Smith, staff realized that current surveyor staff expertise with fieldwork presents an opportunity, if supported by external funding, to achieve goal of inventorying public access roads. Planning staff would then be able to assist with assessment of the inventory for the purposes of identifying potential priority mitigation projects in the County.

This letter of support will be filed with our pre-application/letter of intent to seek \$175,000 in FEMA funding to execute this projected three year project. We intend this to be a collaborative effort on the part of Planning, Public Works/Surveyor, and Emergency Management.



BOARD OF COUNTY COMMISSIONERS

511 Washington St, Ste. 101 • The Dalles, OR 97058
p: [541] 506-2520 • f: [541] 506-2551 • www.co.wasco.or.us

Pioneering pathways to prosperity.

July 1, 2021

To Whom It May Concern:

The Wasco County Planning Department has the full support of the Board of County Commissioners in their pursuit of funding to achieve a strategy from the Wasco County Natural Hazard Mitigation Plan (NHMP) and Community Wildfire Protection Plan (CWPP) to inventory and assess all public access roads in Wasco County for fire risk, access, and mitigation opportunities. This is a critical strategy for reducing risk of wildfire, as it provides multiple Departments and organizations key information to address hazardous conditions and opportunities for mitigation.

Wasco County has experienced several severe wildfire seasons back to back that have resulted in the destruction of hundreds of structures, thousands of acres of resource lands, and several fatalities. Partner wildfire response organizations have identified that road conditions can be not only a serious impediment to response and evacuation, but also represent significant barriers to mitigation efforts. In addition, access is one of the critical criteria the Planning Department evaluates in conjunction with development approvals. An inventory and assessment of public access roads will enable us to not only streamline and improve accuracy with development review and identify critical mitigation opportunities, but it will also be made available to our emergency responders to improve response to wildfire.

With fire seasons becoming longer and more devastating, we need all available tools to help our partners mitigate the risk and impacts of wildfire. Completing this key strategy will further our mission to prioritize key mitigation efforts, share resources and outreach materials, and support our land and fire management agency partners.

Thank you for your consideration.

Wasco County Board of Commissioners

Scott C. Hege, Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioners



AGENDA ITEM

GIS Agreements

[STAFF MEMO](#)

[MCFR GIS AGREEMENT](#)

[CITY OF THE DALLES GIS AGREEMENT](#)

[NWCPUD GIS AGREEMENT](#)

[SHERMAN COUNTY GIS AGREEMENT](#)

[MOTION LANGUAGE](#)



MEMO

SUBJECT: GIS INTERGOVERNMENTAL AGREEMENTS RENEWAL

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TYCHO GRANVILLE, GIS COORDINATOR

DATE 6/8/2021

This request is for the renewal of the intergovernmental agreements we have with our GIS funding partners (City of The Dalles, MCFR, Northern Wasco County PUD, and Sherman County).

This is the first renewal having a duration of three years. Prior to that they were one year contracts.

The only change from the last contract is that we built in a mechanism to increase the amount of the contributions on a yearly basis. This is based on the year over year increase of the cost to the County of the GIS and is capped at 3% per year. This year (and going back to 2009) the contributions are:

City of The Dalles \$12,000

Mid-Columbia Fire and Rescue \$6000

Northern Wasco County PUD \$6000

Sherman County has a different funding mechanism (which has not changed). They have a dedicated fee tacked on to recordings (same as our Clerk) as well as sales of their data. The amounts have varied by year, but average somewhat north of \$7000.

We've been given verbal agreements to the revised IGA by the City of The Dalles and Sherman County. We have already received signed copies from MCFR and Northern Wasco County PUD. I request that the Board sign off on these IGAs and we continue this long-term relationship with our GIS Partners.



INTERGOVERNMENTAL AGREEMENT BETWEEN WASCO COUNTY AND MID-COLUMBIA FIRE & RESCUE FOR G.I.S. SERVICES

This Agreement is entered into by and between Wasco County, a political subdivision of the State of Oregon, hereinafter called "Wasco," and MID-COLUMBIA FIRE AND RESCUE hereinafter called "MCF&R."

WHEREAS, both Wasco and MCF&R find it beneficial to enter into this Agreement in order for Wasco to provide GIS services to MCF&R; and

WHEREAS, Wasco's GIS Center has a Geographic Information System (GIS), the Wasco County Geographic Information System (WCGIS), covering Wasco County, which is a proprietary government database, exempt from the cost/fee requirements of Oregon's public records law and as specified in ORS 190.050; and

WHEREAS, Wasco is permitted to copyright WCGIS data so that a proportion of costs for maintaining this large and dynamic GIS can be partially borne by other users.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. EFFECTIVE DATE

- 1.1 This Agreement is effective July 1 2021 and terminates at 11:59 p.m. on June 30, 2024, unless terminated sooner under Section 2 of this Agreement.

2. TERMINATION

- 2.1 Either party, upon 30 days written notice to the other party, may terminate this Agreement. Termination under this Section shall not affect to any obligations or liabilities accrued prior to such termination.

3. PURPOSE

- 3.1 The purpose of this Agreement is to:
 - 3.1.1 Provide ongoing GIS data and support to MCF&R
 - 3.1.2 All digitized line work shall be co-incident with base Wasco features such as roads, streams, rights of way, and tax lots. The base scale for digitizing shall be 1:24000 or greater.

4. GEOGRAPHIC AREA OF AGREEMENT

- 4.1 The geographic area involved in this Agreement includes, but is not limited to the following unites of land:

Those portions of Wasco County within the District Boundary of MCF&R

5. STATEMENT OF WORK

- 5.1 Wasco Agrees to:
 - 5.1.1 Provide any of its existing data that currently resides within the geographic area listed in 4.1 of this contract; and
 - 5.1.2 Provide associated meta-data for the WCGIS data listed above; and
 - 5.1.3 Provide updates of the CWGIS data listed above on a monthly basis; and
 - 5.1.4 Provide GIS support as needed and available.
- 5.2 MCF&R Agrees to:
 - 5.2.1 Provide any paper maps that cover the contracted area; and
 - 5.2.2 Contribute the sum of \$6,000 in cash toward maintaining WCGIS on July 1, 2021. Thereafter MCF&R shall contribute the sum of no less than \$6,000 on July 1, 2022 and July 1, 2023, subject to a not to exceed 3% increase each year of the prior year's payment to Wasco in a proportion to the percentage increase cost incurred by Wasco to maintain WCGIS for the coming year. MCF&R shall be notified of such increase, if any, no less than 90 days prior to the due date.
- 5.3 Both Wasco and MCF&R agree that:
 - 5.3.1 Any required modifications to the geographic data within the service area will be agreed upon cooperatively by both parties; and
 - 5.3.2 The data provided between Wasco and MCF&R will be in a format acceptable by both parties. Acceptable formats include, but are not limited to, ESRI shapefile format.

6. LIABILITY AND INDEMNITY

- 6.1 MCF&R shall indemnify Wasco for, and hold Wasco harmless from any and all claims existing or arising out of the negligent acts or omissions caused by MCF&R, or its officers, employees or agents.
- 6.2 Wasco shall indemnify MCF&R for, and hold MCF&R harmless from any and all claims existing or arising out of the negligent acts or omissions caused by Wasco, or its officers, employees or agents.
- 6.3 It is specifically understood that all data exchanged between MCF&R and Wasco is subject to errors. These include data entry errors and inadvertent errors that occurred during the manual process of converting paper maps to digital maps.

7. ASSIGNMENT

- 7.1 This Agreement is binding on each party, its successors, assigns and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

8. AGENCY/PARTNERSHIP

- 8.1 It is agreed by and between the parties that neither party is carrying out a function on behalf of the other, and neither party has the right of direction or control of the manner in which the other delivers services under this Agreement nor the right to exercise any control over the activities of the other.
- 8.2 Wasco is not, by virtue of this Agreement, a partner or joint venturer with MCF&R in connection with activities carried out under this Agreement, and shall have no obligation with respect to MCF&R's debts or any other liabilities of each and every nature.

9. NO WAIVER OF CLAIMS

- 9.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision.

10. MODIFICATION

- 10.1 Notwithstanding and succeeding any and all prior Agreement(s) or practice(s), this Agreement constitutes the entire Agreement between parties and may only be expressly modified in writing(s) signed by both parties.

11. LAW OF OREGON

- 11.1 Any litigation hereto shall be governed by the laws of the State of Oregon and conducted in the State Circuit Court for Wasco County.

APPROVED this 20th day of June, 2021.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

MID-COLUMBIA FIRE & RESCUE

Scott C. Hege, Vice-Chair



Robert Palmer, Fire Chief

Kathy T. Schwartz, County Commissioner



INTERGOVERNMENTAL AGREEMENT BETWEEN WASCO COUNTY AND THE CITY OF THE DALLES FOR G.I.S. SERVICES

This Agreement is entered into by and between Wasco County, a political subdivision of the State of Oregon, hereinafter called "Wasco," and the City of The Dalles, a political subdivision of the State of Oregon, hereinafter called "TCOTD."

WHEREAS, both Wasco and TCOTD find it beneficial to enter into this Agreement in order for Wasco to provide GIS services to TCOTD; and

WHEREAS, Wasco's GIS Center has a Geographic Information System (GIS), the Wasco County Geographic Information System (WCGIS), covering Wasco County, which is a proprietary government database, exempt from the cost/fee requirements of Oregon's public records law and as specified in ORS 190.050; and

WHEREAS, Wasco is permitted to copyright WCGIS data so that a proportion of costs for maintaining this large and dynamic GIS can be partially borne by other users.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. EFFECTIVE DATE

- 1.1 This Agreement is effective July 1 2021 and terminates at 11:59 p.m. on June 30, 2024, unless terminated sooner under Section 2 of this Agreement.

2. TERMINATION

- 2.1 Either party, upon 30 days written notice to the other party, may terminate this Agreement. Termination under this Section shall not affect to any obligations or liabilities accrued prior to such termination.

3. PURPOSE

- 3.1 The purpose of this Agreement is to:
 - 3.1.1 Provide ongoing GIS data and support to TCOTD
 - 3.1.2 All digitized line work shall be co-incident with base Wasco features such as roads, streams, rights of way, and tax lots. The base scale for digitizing shall be 1:24000 or greater.

4. GEOGRAPHIC AREA OF AGREEMENT

- 4.1 The geographic area involved in this Agreement includes, but is not limited to the following units of land:

Those portions of Wasco County within the Urban Growth Boundary of TCOTD.

5. STATEMENT OF WORK

- 5.1 Wasco Agrees to:
 - 5.1.1 Provide any of its existing data that currently resides within the geographic area listed in 4.1 of this contract; and
 - 5.1.2 Provide associated meta-data for the WCGIS data listed above; and
 - 5.1.3 Provide updates of the WCGIS data listed above on a monthly basis; and
 - 5.1.4 Provide GIS support as needed and available.
- 5.2 TCOTD Agrees to:
 - 5.2.1 Provide any paper maps that cover the contracted area; and
 - 5.2.2 Contribute the sum of \$12,000 in cash toward maintaining WCGIS on July 1, 2021. Thereafter TCOTD shall contribute the sum of no less than \$12,000 on July 1, 2022 and July 1, 2023, subject to a not to exceed 3% increase each year of the prior year's payment to Wasco in a proportion to the percentage increase cost incurred by Wasco to maintain WCGIS for the coming year. TCOTD shall be notified of such increase, if any, no less than 90 days prior to the due date.
- 5.3 Both Wasco and TCOTD agree that:
 - 5.3.1 Any required modifications to the geographic data within the service area will be agreed upon cooperatively by both parties; and
 - 5.3.2 The data provided between Wasco and TCOTD will be in a format acceptable by both parties. Acceptable formats include, but are not limited to, ESRI shapefile format.

6. LIABILITY AND INDEMNITY

- 6.1 TCOTD shall indemnify Wasco for, and hold Wasco harmless from any and all claims existing or arising out of the negligent acts or omissions caused by TCOTD, or its officers, employees or agents.
- 6.2 Wasco shall indemnify TCOTD for, and hold TCOTD harmless from any and all claims existing or arising out of the negligent acts or omissions caused by Wasco, or its officers, employees or agents.
- 6.3 It is specifically understood that all data exchanged between TCOTD and Wasco is subject to errors. These include data entry errors and inadvertent errors that occurred during the manual process of converting paper maps to digital maps.

7. ASSIGNMENT

- 7.1 This Agreement is binding on each party, its successors, assigns and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

8. AGENCY/PARTNERSHIP

- 8.1 It is agreed by and between the parties that neither party is carrying out a function on behalf of the other, and neither party has the right of direction or control of the manner in which the other delivers services under this Agreement nor the right to exercise any control over the activities of the other.
- 8.2 Wasco is not, by virtue of this Agreement, a partner or joint venturer with TCOTD in connection with activities carried out under this Agreement, and shall have no obligation with respect to TCOTD's debts or any other liabilities of each and every nature.

9. NO WAIVER OF CLAIMS

- 9.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision.

10. MODIFICATION

- 10.1 Notwithstanding and succeeding any and all prior Agreement(s) or practice(s), this Agreement constitutes the entire Agreement between parties and may only be expressly modified in writing(s) signed by both parties.

11. LAW OF OREGON

- 11.1 Any litigation hereto shall be governed by the laws of the State of Oregon and conducted in the State Circuit Court for Wasco County.

APPROVED this 20th day of June, 2021.

APPROVED AS TO FORM:**WASCO COUNTY BOARD OF COMMISSIONERS**

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

THE CITY OF THE DALLES

Scott C. Hege, Vice-Chair

Julie Krueger, City Manager

Kathy Schwartz, County Commissioner

Date



INTERGOVERNMENTAL AGREEMENT BETWEEN WASCO COUNTY AND NORTHERN WASCO COUNTY PEOPLES UTILITY DISTRICT FOR G.I.S. SERVICES

This Agreement is entered into by and between Wasco County, a political subdivision of the State of Oregon, hereinafter called "Wasco," and NORTHERN WASCO COUNTY PEOPLES UTILITY DISTRICT hereinafter called "NWCPUD."

WHEREAS, both Wasco and NWCPUD find it beneficial to enter into this Agreement in order for Wasco to provide GIS services to NWCPUD; and

WHEREAS, Wasco's GIS Center has a Geographic Information System (GIS), the Wasco County Geographic Information System (WCGIS), covering Wasco County, which is a proprietary government database, exempt from the cost/fee requirements of Oregon's public records law and as specified in ORS 190.050; and

WHEREAS, Wasco is permitted to copyright WCGIS data so that a proportion of costs for maintaining this large and dynamic GIS can be partially borne by other users.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. EFFECTIVE DATE

- 1.1 This Agreement is effective July 1 2021 and terminates at 11:59 p.m. on June 30, 2024, unless terminated sooner under Section 2 of this Agreement.

2. TERMINATION

- 2.1 Either party, upon 30 days written notice to the other party, may terminate this Agreement. Termination under this Section shall not affect to any obligations or liabilities accrued prior to such termination.

3. PURPOSE

- 3.1 The purpose of this Agreement is to:
 - 3.1.1 Provide ongoing GIS data and support to NWCPUD
 - 3.1.2 All digitized line work shall be co-incident with base Wasco features such as roads, streams, rights of way, and tax lots. The base scale for digitizing shall be 1:24000 or greater.

4. GEOGRAPHIC AREA OF AGREEMENT

- 4.1 The geographic area involved in this Agreement includes, but is not limited to the following unites of land:

Those portions of Wasco County served by NWCPUD and within the service district boundaries.

5. STATEMENT OF WORK

5.1 Wasco Agrees to:

- 5.1.1 Provide any of its existing data that currently resides within the geographic area listed in 4.1 of this contract; and
- 5.1.2 Provide associated meta-data for the WCGIS data listed above; and
- 5.1.3 Provide updates of the WCGIS data listed above on a monthly basis; and
- 5.1.4 Provide GIS support as needed and available.

5.2 NWCPUD Agrees to:

- 5.2.1 Provide any paper maps that cover the contracted area; and
- 5.2.2 Contribute the sum of \$6,000 in cash toward maintaining WCGIS on July 1, 2021. Thereafter NWCPUD shall contribute the sum of no less than \$6,000 on July 1, 2022 and July 1, 2023, subject to a not to exceed 3% increase each year of the prior year's payment to Wasco in a proportion to the percentage increase cost incurred by Wasco to maintain WCGIS for the coming year. NWCPUD shall be notified of such increase, if any, no less than 90 days prior to the due date.
- 5.3 Both Wasco and NWCPUD agree that:
 - 5.3.1 Any required modifications to the geographic data within the service area will be agreed upon cooperatively by both parties; and
 - 5.3.2 The data provided between Wasco and NWCPUD will be in a format acceptable by both parties. Acceptable formats include, but are not limited to, AutoCAD dxf/dwg format.

6. LIABILITY AND INDEMNITY

- 6.1 NWCPUD shall indemnify Wasco for, and hold Wasco harmless from any and all claims existing or arising out of the negligent acts or omissions caused by NWCPUD, or its officers, employees or agents.
- 6.2 Wasco shall indemnify NWCPUD for, and hold NWCPUD harmless from any and all claims existing or arising out of the negligent acts or omissions caused by Wasco, or its officers, employees or agents.
- 6.3 It is specifically understood that all data exchanged between NWCPUD and Wasco is subject to errors. These include data entry errors and inadvertent errors that occurred during the manual process of converting paper maps to digital maps.

7. ASSIGNMENT

- 7.1 This Agreement is binding on each party, its successors, assigns and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

8. AGENCY/PARTNERSHIP

- 8.1 It is agreed by and between the parties that neither party is carrying out a function on behalf of the other, and neither party has the right of direction or control of the manner in which the other delivers services under this Agreement nor the right to exercise any control over the activities of the other.
- 8.2 Wasco is not, by virtue of this Agreement, a partner or joint venturer with NWCPUD in connection with activities carried out under this Agreement, and shall have no obligation with respect to NWCPUD's debts or any other liabilities of each and every nature.

9. NO WAIVER OF CLAIMS

- 9.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision.

10. MODIFICATION

- 10.1 Notwithstanding and succeeding any and all prior Agreement(s) or practice(s), this Agreement constitutes the entire Agreement between parties and may only be expressly modified in writing(s) signed by both parties.

11. LAW OF OREGON

- 11.1 Any litigation hereto shall be governed by the laws of the State of Oregon and conducted in the State Circuit Court for Wasco County.

APPROVED this 20th day of June, 2021.

APPROVED AS TO FORM:

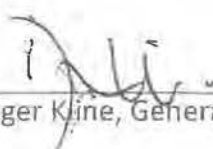
WASCO COUNTY BOARD OF COMMISSIONERS

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

NORTHERN WASCO COUNTY PUD

Scott C. Hege, Vice-Chair



Roger Kline, General Manager

Kathy Schwartz, County Commissioner



INTERGOVERNMENTAL AGREEMENT BETWEEN WASCO COUNTY AND SHERMAN COUNTY FOR G.I.S. SERVICES

This Agreement is entered into by and between Wasco County, a political subdivision of the State of Oregon, hereinafter called "Wasco," and Sherman County, a political subdivision of the State of Oregon, hereinafter called "Sherman."

WHEREAS, both Wasco and SHERMAN find it beneficial to enter into this Agreement in order for Wasco to provide GIS services to SHERMAN; and

WHEREAS, Wasco's GIS Center has a Geographic Information System (GIS), the Wasco County Geographic Information System (WCGIS), covering Wasco County, which is a proprietary government database, exempt from the cost/fee requirements of Oregon's public records law and as specified in ORS 190.050; and

WHEREAS, Wasco is permitted to copyright WCGIS data so that a proportion of costs for maintaining this large and dynamic GIS can be partially borne by other users.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. EFFECTIVE DATE

- 1.1 This Agreement is effective July 1 2021 and terminates at 11:59 p.m. on June 30, 2024, unless terminated sooner under Section 2 of this Agreement.

2. TERMINATION

- 2.1 Either party, upon 30 days written notice to the other party, may terminate this Agreement. Termination under this Section shall not affect to any obligations or liabilities accrued prior to such termination.

3. PURPOSE

- 3.1 The purpose of this Agreement is to:
 - 3.1.1 Provide ongoing GIS data and support to SHERMAN
 - 3.1.2 All digitized line work shall be co-incident with base Wasco features such as roads, streams, rights of way, and tax lots. The base scale for digitizing shall be 1:24000 or greater.

4. GEOGRAPHIC AREA OF AGREEMENT

- 4.1 The geographic area involved in this Agreement includes, but is not limited to the following units of land:

Sherman County.

5. STATEMENT OF WORK

- 5.1 Wasco Agrees to:
 - 5.1.1 Provide any of its existing data that currently resides within the geographic area listed in 4.1 of this contract; and
 - 5.1.2 Provide associated meta-data for the WCGIS data listed above; and
 - 5.1.3 Provide updates of the WCGIS data listed above on a monthly basis; and
 - 5.1.4 Provide GIS support as needed and available.
- 5.2 SHERMAN Agrees to:
 - 5.2.1 Provide any paper maps that cover the contracted area; and
 - 5.2.2 Contribute that portion of the Sherman County recording fee dedicated to GIS, less the Sherman County Clerk's administrative fee, to maintaining WCGIS.
- 5.3 Both Wasco and SHERMAN agree that:
 - 5.3.1 Any required modifications to the geographic data within the service area will be agreed upon cooperatively by both parties; and
 - 5.3.2 The data provided between Wasco and SHERMAN will be in a format acceptable by both parties. Acceptable formats include, but are not limited to, ESRI shapefile format.

6. LIABILITY AND INDEMNITY

- 6.1 SHERMAN shall indemnify Wasco for, and hold Wasco harmless from any and all claims existing or arising out of the negligent acts or omissions caused by SHERMAN, or its officers, employees or agents.
- 6.2 Wasco shall indemnify SHERMAN for, and hold SHERMAN harmless from any and all claims existing or arising out of the negligent acts or omissions caused by Wasco, or its officers, employees or agents.
- 6.3 It is specifically understood that all data exchanged between SHERMAN and Wasco is subject to errors. These include data entry errors and inadvertent errors that occurred during the manual process of converting paper maps to digital maps.

7. ASSIGNMENT

- 7.1 This Agreement is binding on each party, its successors, assigns and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

8. AGENCY/PARTNERSHIP

- 8.1 It is agreed by and between the parties that neither party is carrying out a function on behalf of the other, and neither party has the right of direction or control of the manner in which the other delivers services under this Agreement nor the right to exercise any control over the activities of the other.
- 8.2 Wasco is not, by virtue of this Agreement, a partner or joint venturer with SHERMAN in connection with activities carried out under this Agreement, and shall have no obligation with respect to SHERMAN's debts or any other liabilities of each and every nature.

9. NO WAIVER OF CLAIMS

- 9.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by either party to that or any other provision.

10. MODIFICATION

- 10.1 Notwithstanding and succeeding any and all prior Agreement(s) or practice(s), this Agreement constitutes the entire Agreement between parties and may only be expressly modified in writing(s) signed by both parties.

11. LAW OF OREGON

- 11.1 Any litigation hereto shall be governed by the laws of the State of Oregon and conducted in the State Circuit Court for Wasco County.

APPROVED this 20th day of June, 2021.

APPROVED AS TO FORM:**WASCO COUNTY BOARD OF COMMISSIONERS**

Kristen Campbell, County Counsel

Steven D. Kramer, Commission Chair

SHERMAN COUNTY COURT

Scott C. Hege, Vice-Chair

Joe Dabulskis, Judge

Kathy Schwartz, County Commissioner

Justin Miller, County Commissioner

Joan Bird, County Commissioner



MOTION

SUBJECT: Geographic Information Systems Agreements

I move to approve Intergovernmental Agreements between Wasco County and:

- Mid-Columbia Fires and Rescue
- City of The Dalles
- North Wasco Public Utility District; and
- Sherman County

For the provision of GIS services.



AGENDA ITEM

Sherman County Community Corrections Agreement

[STAFF MEMO](#)

[IGA](#)

[MOTION LANGUAGE](#)



June 7th, 2021

To: Wasco County Commissioners
From: Fritz Bachman, Community Corrections Manager
Re: IGA with Sherman County for Community Corrections Programs and Services

Over the past several months, Sheriff Lane Magill and I have worked with Sherman County Sheriff Lohrey and Sherman County Judge Dabulskis on Wasco County Community Corrections' proposed approach to administering Sherman County's adult supervision. Further plans related to budgetary and staffing considerations included consultation with Wasco County Administration, Finance, and Human Resources. The resulting intergovernmental agreement was developed by our Wasco County Counsel, having consulted with all parties including Sherman County's attorney.

An early draft of this IGA was provided to the State for feedback, all of which has been incorporated into this final version. The Community Corrections Division of Oregon's Department of Corrections again reviewed and approved this final IGA and there are no conflicts between this document and the additional IGAs signed each biennium between the respective counties and the State.

This agreement will benefit both Wasco and Sherman County in different ways, but more fundamentally will improve the opportunities of individuals on supervision to engage in supervision and improve their lives. My office is committed to delivering responsive services to Sherman County residents and to maintain our track record of positive outcomes. I am proud of the trust we have earned and am excited for the expanded role we will have, providing supervision to a larger region in the State.

Thank you,

A handwritten signature in blue ink, appearing to read "Fritz Bachman".

Fritz Bachman
Wasco County Community Corrections Manager

**2021 INTERGOVERNMENTAL AGREEMENT FOR
THE ADMINISTRATION OF COMMUNITY CORRECTIONS
PROGRAMS AND SERVICES**

This agreement ("**Agreement**") is made by and between Sherman County, a political subdivision of the State of Oregon, and Wasco County, a political subdivision of the State of Oregon ("**Wasco County**"). The purpose of this Agreement is for Sherman County to contract with Wasco County for the administration of its community corrections programs and services as further defined in paragraph 4 of this Agreement and set forth in the Oregon Revised Statutes and Administrative Rules (collectively, "**Community Corrections**").

WHEREAS, Tri-County Community Corrections ("**Tri-Co**"), an intergovernmental agency formed under ORS Chapter 190 and ORS 190.620, assumed the administration of community corrections programs and services to the Member Counties, including Sherman County since in or around December 1996.

WHEREAS, Sherman County tendered notice of withdrawal from Tri-Co on or around March 10, 2021, which all parties intend to take effect on July 1, 2021 (the "**Withdrawal Date**").

WHEREAS, as of the Withdrawal Date, Sherman County requires administration of its Community Corrections;

WHEREAS, the Parties, pursuant to Oregon Revised Statutes Chapter 190, have the authority to enter into cooperative intergovernmental agreements;

WHEREAS, Wasco County is authorized and willing to administer its Community Corrections on behalf of Sherman County pursuant to ORS Chapter 423, ORS 144.087, and Senate Bill 1145 (ORS 137.124).

NOW, THEREFORE, Sherman County and Wasco County, in consideration of the mutual promises hereinafter set forth, do promise and agree as follows:

1. Parties

Parties to this intergovernmental agreement are Wasco County, an Oregon political subdivision with its principal offices located at 511 Washington Street, Suite 101, The Dalles, Oregon, and Sherman County, an Oregon political subdivision with its principal offices located at 500 Court St., Moro, Oregon.

2. Authority

The parties to this Agreement are authorized by law to enter into this Intergovernmental Agreement pursuant to Oregon Revised Statutes Chapter 190, which specifically allows intergovernmental cooperation between local governments.

3. Purpose

The purpose of this Agreement is to provide for the administration of Community Corrections by Wasco County on behalf of Sherman County.

4. Services

Sherman County hereby delegates to and contracts with Wasco County for the provision of the administration of Community Corrections programs and services including:

- a. Caseload management and records maintenance as required by the State of Oregon.
- b. Prepare all statutorily required financial reports and documentation.
- c. Reports and testimony required by the district attorney and court.
- d. Offender supervision including office visits, field visits, interventions, and testing for drugs and alcohol.

- e. Referrals to programming such as, but not limited to cognitive programs, treatment, and educational classes based on requisite assessments.
- f. Access to peer mentors and transitional housing.
- g. Enforcing non-jail sanctions and work crew.
- h. Performing arrests and applying jail sanctions on qualifying violations.”
- i. Communicate with the State of Oregon on behalf of Sherman County as related to the administration of Community Corrections programs and services.
- j. Compliance with any rules, regulations or Agreements with the State of Oregon.
- k. Biennial Plan development and approval by the State of Oregon.
- l. Required or requested financial reporting to the State of Oregon.
- m. Timely responding to the State of Oregon requests for information.

5. Reports/Records

During the term of this Agreement, Wasco County shall:

- a. Provide reports, documents, and files relating to Community Corrections to Sherman County as may be requested and are available from time to time.
- b. Answer/respond to requests for public records made pursuant to Chapter 192 of the Oregon Revised Statutes in coordination with each Sherman County’s request for Community Corrections records.
- c. Respond to requests for service or information by the Sherman County Sheriff and County Judge.

6. Items Provided by Wasco County

Wasco County shall provide the following related to the performance of this Agreement:

- a. All necessary staff support for the administration of Community Corrections programs and services.
- b. Regular reporting on Community Corrections programs, services, and costs within each jurisdiction.
- c. Allowance for, through negotiation with the Sherman County District Attorney, the supervision of select, unfunded misdemeanor cases.

7. Items provided by Sherman County

- a. Sherman County agrees to cooperate fully in assisting Wasco County by providing law enforcement assistance within Sherman County during field contacts when officer safety is a concern.
- b. Sherman County shall update their fee schedule annually to correspond with the Wasco County Fee Schedule for Community Corrections fees.

8. Payment to Wasco County Community Corrections for Services Rendered

In consideration of the Community Corrections programs and services to be performed by Wasco County, Sherman County shall pay Wasco County Community Corrections in the following manner:

- a. Any and all State revenue dedicated to the operations and programs of Community Corrections, and revenues derived from fees for services for Community Corrections programs,

when received by Sherman County shall be timely remitted by Sherman County to Wasco County ("Payment"). This shall include but not be limited to:

- A. The total amount of Grant-In-Aid funding as allocated by the State for Community Corrections.
 - B. The total amount of Measure 57 grant funding for drug and alcohol services, as allocated by the State for Community Corrections.
 - C. Funding provided through the Justice Reinvestment Grant for programs managed by Community Corrections
 - D. Any other funding provided to support programs or services which are delivered or managed directly by Community Corrections.
- b. An annual stipend in the amount of no less than \$10,000, paid to the Wasco County Community Corrections Manager, for the additional administrative and intercounty responsibilities inherent to this Agreement.
 - c. Wasco County agrees to provide these programs and services if the cost of providing these services does not exceed this Payment. Wasco County will track all services provided to Sherman County offenders to determine the cost associated with service delivery for the purpose of accounting for that serviced delivery.

9. Term of Agreement

The term of this Agreement shall commence July 1, 2021, and shall continue through June 30, 2023 and shall automatically renew for successive two year terms.

10. Termination of Agreement

This Agreement may be terminated without cause by any party upon 120 days written notice to the other parties to this Agreement. All such notices shall be by certified mail or personally delivered to each Counties' Administrative Officer or Clerk.

11. Assignment

This Agreement shall not be assigned to any other party without the written consent of Wasco County.

12. Insurance

Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270. Pursuant to the hold harmless, indemnification, and release in paragraph 13, Sherman County agrees to reimburse Wasco County for additional costs incurred by Wasco County as a result of work performed pursuant to this Agreement or any insurance claims made related to or as a result of the work performed under this Agreement provided those costs cannot first be covered by any remaining reserves.

13. Hold Harmless, Indemnification, and Release

Subject to the limitations of the Oregon Tort Claims Act and Article IX, Section 10 of the Oregon Constitution, Wasco County shall not be liable to Sherman County or any third party for injuries, expenses, or damages resulting from work undertaken pursuant to this Agreement. Sherman County shall indemnify and save harmless Wasco County, its officers and employees, from all suits, actions or claims or costs of any kind, including actual reasonable attorney's fees, brought because of any injuries or damages received or sustained by any person, or persons or property on account of or related to this Agreement or its Purpose; or because of any act, omission, neglect, intentional act or negligence of Wasco County or its employees, agents or officers; or because of any claims or

amounts arising or recovered under the Worker's Compensation Act relating to employees of the Wasco County; or any other law, ordinance, order or decree relating to the work done pursuant to the Agreement.

14. Governing Law

This agreement and all questions arising in connection herewith shall be governed by the laws of the State of Oregon.

15. Remedies.

Any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Wasco County Circuit Court. The parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

16. Severability

If any section, subsection, clause or phrase of this Agreement is determined by any court or arbitrator of competent jurisdiction, to be invalid or unenforceable for any reason, such determination shall not affect the validity of the remaining Agreement, which shall continue to be in effect.

17. Amendments

This Agreement may be amended by mutual written agreement of the Parties.

18. Entire Agreement

This Agreement contains the entire agreement between the Parties regarding this matter.

The parties have executed this Agreement on this 16th day of June, 2021.

Wasco County,
A Political Subdivision of the State of Oregon

APPROVED AS TO FORM:

By: _____
Scott C. Hege, Commission Chair

Kristen Campbell, County Counsel

Sherman County,
A Political Subdivision of the State of Oregon

By: _____



MOTION

SUBJECT: **Sherman County Community Corrections Agreement**

I move to approve the 2021 IGA between Wasco and Sherman Counties for the Administration of Community Corrections Programs and Services.



AGENDA ITEM

Youth Think Grant Application

[STAFF MEMO](#)

[GRANT PROGRAM SYNOPSIS](#)



MEMORANDUM

SUBJECT: Grant Request

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEBBY JONES

DATE: JUNE 7, 2021

BACKGROUND INFORMATION:

Youth Think seeks approval to apply for the Youth Promise Grant serving youth ages 6-24 in a 2-year program. Youth Think would be looking at the expansion of our "What's Strong With You" program that is currently serving our middle school aged youth. This grant would allow us to expand efforts down to elementary school youth, specifically 4th and 5th grade youth; specifically looking to support elementary school youth and their parents in addressing risk behaviors and strengthening connections to school. We are looking at potentially piloting one elementary school in the first year and 2 in the second year of funding. The maximum amount we can apply for is \$200,000 and the minimum if \$100,000 over the 2 year period.

2021-2023 Youth Development Division Community Investment Grants

Youth Community Investment Grants

The 2021-2023 Youth Development Council (YDC) Community Investment Grants are grant funded initiatives aimed at serving youth ages 6-24 at risk of disengaging from school. The efforts funded through this grant are required to be culturally responsive, sexual and gender-identity affirming and address various barriers to educational and workforce success. The grant funding initiatives are the following:

Youth Promise

The Youth Promise initiative is intended to support youth ages 6-24 by providing funds for existing programming to a variety of service providers throughout the state. The Youth Promise initiative seeks to help improve and sustain engagement in education and the workforce so that youth may realize their full potential. Program services address protective factors that prevent school disengagement, unhealthy behaviors, and criminal activity. Funded program services may include, but are not limited to mentoring, mental health supports, culturally specific, after school activities, prosocial services, barrier removal, and positive relationships.

\$200,000 Max Award

\$100,000 Minimum Award

Youth Workforce Readiness

The Youth Workforce initiative supports existing community efforts to directly provide youth ages 14-24 with career exploration and skill development services that will lead to sustainable living wage work opportunities. This initiative is intended to support existing programming services that includes, but is not limited to: career connected learning; internships and apprenticeships; soft skill development; entrepreneurship programming, workforce reentry services for youth involved in the justice system; and career mentoring/counseling to ensure that youth have the tools they need to access employment and thrive in their chosen careers.

\$200,000 Max Award

\$100,000 Minimum Award

Youth Solutions

Youth Solutions initiative supports youth ages 6-24 with risk factors leading to negative educational and workforce outcomes. Efforts funded through this program include, but are not limited to programs and services that are new and innovative, scaling up of a current program,

system level change work, middle school age workforce/career exposure, delivery of mental health and or drug/alcohol treatment services, homeless support, and restorative justice practices

\$100,000 Max Award

\$20,000 Minimum Award

Youth Violence and Gang Prevention

The Youth Violence and Gang Prevention initiative prevents and directly supports youth ages 12-24 at risk of committing or being victims of violent crime. Services related to this grant address factors leading to or exposing youth to violent and or criminal gang activity. Services include, but are not limited to the following: re-entry services, community outreach, trauma informed and mental health supports, prosocial activities, mentoring, creation of positive safe spaces, case management.

\$100,000 Max Award

\$50,000 Minimum Award



AGENDA ITEM

Transportation Grants

[STAFF MEMO](#)

[ODOT AGREEMENT FOR 5310 FUNDING](#)

[MOTION LANGUAGE](#)



MEMORANDUM

Date: June 8, 2021

To: Wasco County Board of County Commissioners

From: Jessica Metta, MCEDD Executive Director

Re: Transportation Grant Contract Approvals

Request

Approve signing of Oregon Department of Transportation grants for public transit in Wasco County, pending review by Mid-Columbia Economic Development District that the contracts match the applications approved by Wasco County.

Background

With assistance from Mid-Columbia Economic Development District (MCEDD) Wasco County approved three transportation-related grants/ funding sources this spring: a Special Transportation Fund grant, a Federal Transit Administration (FTA) Section 5310 grant, and Wasco County's Statewide Transportation Improvement Fund Formula Fund Plan. Wasco County is the eligible applicant for these three funding sources which support The Link for public transportation in Wasco County.

Below is a summary of the applications that were submitted:

Special Transportation Fund (STF) Grant

- 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: To be used as match to secure a 5311 grant MCEDD receives to support The Link's dial-a-ride operations and to manage the STF committee (now the Public Transportation Advisory Committee) under state requirements.

FTA Section 5310 Grant

- 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 will be used to purchase services for transportation through The Link and a portion to cover repair and maintenance for The Link fleet.

- Wasco County completed an RFP process for contracting for this service and approved a contract with MCEDD at the June 2 meeting.

Statewide Transportation Improvement Fund (STIF) Formula Fund Plan

- Focus: Improvements and expansions in support of low-income populations.
- Match Rate: No match is required for these state funds.
- Amount: These funds come from a 0.01% payroll tax. 90% of the taxes collected in Wasco County are returned as “Formula Funds.” The estimated FY21-23 amount is \$858,518.
- Use: Wasco County approved the STIF Formula Plan earlier this year with a range of projects for The Link, including providing match for the grant MCEDD has for operation of the deviated fixed routes in The Dalles, Saturday operations, operations to Maupin, expanded weekday hours, match for a grant MCEDD has to replace four buses, marketing, free low-income passes, travel training, outreach, and other activities.

As of the writing of this memo, Wasco County has not received the contracts. They are expected shortly and need to be signed before July 1. MCEDD staff will closely review the contracts once received and ensure they match the applications approved by Wasco County prior to signature by Wasco County.

The Board will see these projects one additional time in July, for approval of contracts between Wasco County and MCEDD to administer the projects.

PUBLIC TRANSPORTATION DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Wasco County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2023** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$205,089.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$184,026.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.**
 - i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
 - ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient

of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit

of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This Section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

- i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
- ii. **Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to**

pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. All procurement transactions are conducted in a manner providing full and open competition;
 - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Additional requirements**
 - i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
 - ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
 - iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
 - iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
 - v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before

operating a State-funded vehicle.

- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
 - vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Public Transportation Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transportation Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Public Transportation Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Public Transportation Division, were shown as the first security interest holder.
 - viii. Recipient shall bear the cost of insuring assets purchased under this Agreement.
 - ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
 - x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.
- f. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the

approval of State.

- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
 - i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 - ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
 - iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines

or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

c. Indemnification.

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- f. Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- g. Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- h. No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- i. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the

recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

SIGNATURE PAGE TO FOLLOW

Wasco County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Tyler Stone
511 Washington Street, STE 101
The Dalles, OR 97058
1 (541) 506-2552
tylers@co.wasco.or.us

State Contact:

Theresa Conley
555 13TH ST NE
Salem, OR 97301
1 (541) 388-6250
theresa.l.conley@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Theresa Conley

Date _____ 06/09/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 05/21/2021

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5310 Wasco County 35175 <i>Purchased Service</i>				
Item #1: Contracted Service (5310 only)				
	Total	Grant Amount	Local Match	Match Type(s)
	\$205,089.00	\$184,026.00	\$21,063.00	State Funds
Sub Total	\$205,089.00	\$184,026.00	\$21,063.00	
Grand Total	\$205,089.00	\$184,026.00	\$21,063.00	

1. PROJECT DESCRIPTION

The project provides funding to purchase accessible public transportation services for seniors, individuals with disabilities, and the general public in Wasco County, Oregon, including the City of The Dalles. Services may include demand response, deviated fixed route, or other service types determined to meet the scope of this grant and the needs of the community. The services provided should be consistent with the adopted Coordinated Public Transit Human Services Transportation Plan and other applicable transportation plans.

This project also supports the administrative costs required to manage the service contract.

2. PROJECT DELIVERABLES, TASKS and PERFORMANCE MEASURES

The contracted service will be provided by a contractor(s) or pass-through subrecipient(s) selected by Recipient, and will be designed to benefit seniors and individuals with disabilities, and may also be made available to the general public.

The service, schedule, days, hours, and service type route will be designed to meet the needs of seniors and individuals with disabilities as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.

Services will be provided in accordance with the locally adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan). Recipient and contractor or pass-through subrecipient will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.

Recipient may amend the service design at any time in accordance with local demand, funding issues, changes in the Coordinated Plan, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

Recipient will market the services.

Recipient will oversee and monitor the services and performance of the contractor or pass-through subrecipient. The following performance measure will be used to evaluate the effectiveness of the projects over the grant period.

*Rides: 35,000
Unduplicated Riders: 350*

Ridership is defined as the actual or estimated one-way passenger trips provided to seniors and individuals with disabilities. A passenger trip is a unit of service counted each time a passenger enters a vehicle, is transported, then exits the vehicle. Each unique destination constitutes a passenger trip.

For purposes of this Agreement, Unduplicated Passenger or Client Count (UPC) is defined as the actual or estimated number of individuals served who are a) all passengers or other project clients; and b) seniors and individuals with disabilities, who are provided mobility services developed by this project. Individuals served can include transit passengers and/or persons served through mobility training. Recipient will track and report the UPC. Methodology for identifying the UPC is at the discretion of the Recipient, and shall be documented in writing and provided with the quarterly progress report

3. PROJECT ACCOUNTING, MATCHING FUNDING and SPENDING PLAN

This Agreement covers contracted public transportation provision, as defined under the 49 USC Section 5310 program, as described in Circular 9070.1G, Section III-14-e.

Generally accepted accounting principles and the Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The service provider may use capital equipment funded under USDOT- or State-source agreements when performing services rendered through a contract or subagreement funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Sources of funding that may be used as Recipient's matching funds for this Agreement include local funds; Statewide Transportation Improvement Formula Funds; Special Transportation Formula Funds; service contract revenue, advertisement and other earned income; cash donations; and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funding must be reported to State. Recipient may not use passenger fares as matching funding.

Recipient will subtract revenue from fares, tickets and passes whether pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses incurred by the contractor or pass-through subrecipient are reimbursable as operating expenses. State's obligation to reimburse Project costs is contingent upon Recipient first paying or otherwise contributing its minimum match amount set forth in this Exhibit A.

Recipient may not use assets acquired under this Agreement to compete unfairly with the private sector.

4. REPORTING AND INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project.

Recipient will provide evidence of purchased or contracted service through standard invoicing including an itemization of expenses. Recipient shall submit invoices or comparable documentation when requesting reimbursement for services purchased from a second party.

Invoices must:

- i. Be legible*
- ii. Match the amount requested for reimbursement*
- iii. Include a description of the service (hours, rate, and quantity)*
- iv. Include date(s) of the service*
- v. Include the agency providing the service*

If the service provider also performs preventive maintenance, dispatching, and/or other services, these costs should be itemized separately on the same invoice unless these activities are included in the same hourly or other rate established by the contract between the service provider and vendor. Recipient shall report quarterly performance achievements using the narrative section of the Agency Periodic Report, and include anticipated performance achievements for the upcoming quarter.

Photographs of public transit, and related operations, are encouraged to memorialize the

achievement of project deliverables.

EXHIBIT B

FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5310	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.513 (5310)	Total Federal Funding \$184,026.00
--	--	--	---

Administered By Public Transportation Division 555 13TH ST NE Salem, OR 97301

EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **The Recipient shall immediately notify State of any change in insurance coverage.**

CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Recipient Insurance Requirements

GENERAL.

Recipient shall: i) obtain at the Recipient's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability

coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE.

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal

funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.



MOTION

SUBJECT: Transportation Grant Agreements

I move to authorize Wasco County's Administrative Officer to sign the STF, 5310 and STIF Transportation Grant Agreements pending review and approval by Mid-Columbia Economic Development District and County Counsel.



AGENDA ITEM

FEMA Grant Letter of Intent

[LOST AND BOULDER DITCH IMPROVEMENT DISTRICT](#)

Pre-Application Form/Letter of Intent

Submitting this form ensures that your grant proposal is reviewed by the State Hazard Mitigation Officer (SHMO) and is considered for inclusion in Oregon's Office of Emergency Management (OEM) library of eligible mitigation grant proposals, which is referenced when funding opportunities arise. It is an important first step in the grant application process.

To encourage and assist with mitigation proposal development in advance of grant announcements, the Oregon SHMO now accepts submission of pre-application forms anytime, regardless of current grant availability.

Instructions: Complete the form and submit it to shmo@mil.state.or.us. The SHMO will review it and contact you. If you have questions or need assistance, please e-mail the SHMO at shmo@mil.state.or.us.

Hazard Mitigation Assistance Grant Program (select one)

- ☐ **Pre-Disaster:** Building Resilient Infrastructure and Communities (BRIC)
- ☐ **Pre-Disaster:** Flood Mitigation Assistance (FMA)
- ☐ **Post-Disaster:** Hazard Mitigation Grant Program (HMGP): [Click here to enter text.](#)
- ☒ **Post-Disaster:** Hazard Mitigation Grant Program (HMGP) Post Fire (PF): HMGP-DR-4562-OR

Sub-applicant Information (required)

Sub-Applicant: Lost and Boulder Ditch Improvement District Date: 6/10/2021

Point of Contact Name and Job Title: Andrew Tagliafico, President

Phone: 503-706-6221

E-mail: Tagliafico9@centurytel.net

Street Address: 79263 Ayres RD

City: Tygh Valley. State: Oregon Zip: 97063

Basic Eligibility (required)

To which FEMA-Approved Hazard Mitigation Plan is your jurisdiction covered by?

Plan Title: Lost & Boulder Ditch Improvement District Hazard Mitigation plan Expiration Date: 6/10/2024

Proposed Activity Type (select applicable item(s))

Pre-Disaster

- ☐ Capability- and Capacity-Building (BRIC)
- ☐ Project Scoping (previously Advance Assistance) (BRIC)
- ☐ Building Codes Activity (BRIC)
- ☐ Partnership (BRIC)
- ☐ Mitigation Planning or Planning-Related (BRIC)
- ☐ Other Activity (BRIC)
- ☐ Mitigation Project (BRIC)
- ☐ Technical Assistance (BRIC)
- ☐ Project Scoping (previously Advance Assistance) (FMA)
- ☐ Community Flood Mitigation Projects (FMA)
- ☐ Technical Assistance (FMA)
- ☐ Flood Hazard Mitigation Planning (FMA)
- ☐ Individual Flood Mitigation Project (FMA)

Post-Disaster

- ☐ Advance Assistance (AA)
- ☐ Plan
- ☒ Project
- ☐ 5 Percent Initiative

Individual Property-Related Projects (if applicable)

Property Address

Street Address: 57714 Tygh Valley Rd

City: Tygh Valley. State: Oregon Zip: 97063

What type of property is it? (select one)

☒ Publicly Owned ☐ Privately Owned ☐ Unsure

Does the property have NFIP flood insurance? (select one)

☐ Yes ☒ No ☐ Unsure

Is the property within a FEMA mapped Special Flood Hazard Area? (select one)

☐ Yes ☒ No ☐ Unsure

Is the property a Repetitive Loss (RL) or Severe Repetitive Loss (SRL) property? (select one)

☐ Yes ☐ No ☒ Unsure

Proposal (required)

Proposal Title: Canal Piping and Modernization Plan

Estimated Overall/Total Cost: \$30,000,000.00

Estimated Local Management Cost (is up to 5% of the amount listed above): \$1,500,000.00

Brief Proposal Description:

On August 17, 2020 the White River Fire started from a Lightning strike, burning over 17,442 acres. The fire burned trees and brush that had provided stability to the Lost & Boulder Ditch Improvement District (L&BID) canal system. The L&BID canal system is located on the north side of White river perched on the edge of White River Canyon with side slopes in places in-access of 30% extending approximately 21.6 miles to private lands. As a result of the fire the canal is now highly susceptible to breaches, wash-out, debris flow and blockage from adjacent steep slopes and falling burned trees. L&BID serves 1233 acres of exceptional quality irrigation to many high value crops like cherry, pear, apple, grass hay and other crops between South Fork Gate Creek and White River along Smock road in South Wasco county.

L&BID is proposing canal delivery system improvements that consist of piping sections of the irrigation canal with 12 inch to 36 inch pipe. This would provide long term security to water delivery system eliminating the risk for debris flow blockages and canal breach. In addition to protection of our high quality water the proposed piping project would save up to 2825 acre-feet of water per irrigation season. This would allow for more in-stream water in tributaries. Additional benefits to project would allow for micro grid power generation through a 900kw hydropower turbine. This would allow for up to 4 million kWh of energy. Additional benefits would be screen potential for Redband trout, Reduced on farm power use of up to 572,548 kWh, decreased O&M costs for open ditches, potential for high paying power generation jobs long term.



AGENDA ITEM

Work Session – to be held at the Wasco County Fairgrounds

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



BOARD OF COUNTY COMMISSIONERS

511 Washington St, Ste. 101 • The Dalles, OR 97058
p: [541] 506-2520 • f: [541] 506-2551 • www.co.wasco.or.us

Pioneering pathways to prosperity.

Krystyna Wolniakowski, Executive Director
Columbia River Gorge Commission
PO Box 730
White Salmon, WA 98672
(Sent via email to krystyna.wolniakowski@gorgecommission.org)

June 16, 2021

Subject: Gorge 2020 – Notice of Intent to Adopt

Director Wolniakowski,

In response to your March 16, 2021 letter, and in accordance with Sections 7(b) and 8(h) of the National Scenic Area Act, this letter intends to inform you that Wasco County will proceed with the legislative process to adopt Gorge 2020 revisions to the Management Plan for the Columbia River Gorge National Scenic Area into the Wasco County Land Use and Development Ordinance (NSA LUDO). We will do very our best to accommodate the required 270-day deadline for adoption.

The Wasco County Board of Commissioners met to consider the adoption of Gorge 2020 revisions on April 21 and May 5, 2021. Although we have successfully administered the NSA LUDO since 1994, the decision to adopt was carefully considered for three reasons: (1) costs of implementation; (2) concerns around code amendments; and (3) lack of respect for county governments as partners in implementation of the Act.

Costs of Implementation

Wasco County receives an annual technical assistance grant of \$45,000 from the Oregon Department of Land Conservation and Development for the implementation of the NSA LUDO. As provided in our annual reports to the state, a very conservative tabulation of actual costs vary from \$50,000 to more than \$150,000 depending on the year, special projects, and litigation events. A typical year of implementation, with no special projects or litigation, costs are approximately \$75,000 – far exceeding the funds provided and not even coming close to adjusting for the litigation costs that are required as the implementing agency. A legislative amendment process to adopt Gorge 2020 revisions will cost the County an additional \$50,000 - \$60,000 in 2021. With the coming changes around code compliance, climate change and numerous changes resulting from the 2020 process, we expect these costs to dramatically increase.

Concerning Amendments

Our Planning Department and Administrative Officer submitted numerous comments in writing and in oral testimony citing specific needs, requests, and concerns; few of them were addressed. Multiple procedural flaws and amendments are of particular concern for our residents and the efficacy of our local land use regulations:

- Lack of landowner notification to inform residents of rule changes and ability to participate in legislative process that could impact their property;
- Lack of demographic analysis to evaluate resident population trends and needs;
- Lack of clarity surrounding obligations of high level policy changes (e.g. climate change);
- New “no loss” wetland protections restrict maintenance of critical infrastructure;
- Failure to address needed streamlining of grant funded wildfire mitigation projects;
- New limitations for urban area boundary expansion limiting any single expansion to 1% or 20 acres maximum and sets a cap of a total cumulative 2% or 50 acres maximum for all combined expansion;
- The upcoming codes compliance requirements that the Gorge Commission wants the counties to administer and defend; and more.

It is important to note that the County is currently participating in a legal Petition to Review the Gorge 2020 policy amendments related to urban area boundary revisions because we feel that our needs and concerns were woefully ignored by the Gorge Commission.

Lack of Partnership with Implementing Counties

The National Scenic Area Act identifies Gorge counties as the primary partner for local implementation. The Board is disappointed with the Gorge Commissioners' dismissal of concerns provided throughout the Gorge 2020 process and several Gorge Commissioners' comments in public meetings insinuating counties are not capable of the work nor can they be trusted to do it. To that point, the Board provided Resolution 20-008 opposing proposed revisions to policies for urban area amendments. The same resolution was passed by several other Gorge counties and submitted for the Gorge Commission's consideration at a public meeting – it was not discussed and there was no follow up.

Despite these significant concerns, the Board's obligation is to its residents. Providing timely, equitable service is a priority. During a recent Wasco County Board of Commissioners meeting the Gorge Commission and DLCD made commitments to help us alleviate these outstanding issues if we stayed on as the implementing agency. To that extent we will be evaluating over the next year how well those commitments are followed through. The Wasco County Board of Commissioners appreciates your offers of assistance to address code amendments and to seek future funding requests to the State for an expanded grant. We also appreciate the offer to work toward better partnerships in meeting the needs of our urban areas.

For your work and budgetary planning purposes, Wasco County will be updating our Scenic Area Ordinances in the coming months but we will also be pursuing a dual track updating our County Ordinances in the event that a year from now the evaluation of our partnership, and those commitments that were made, does not meet expectations. Likewise, we would encourage the Gorge Commission to be considering and planning for in its update process the potential that implementation of the NSA LUDO will be coming back to the Gorge Commission in 2023 if we do not see significant changes and follow through on the commitments that were made. The reasons for this are the same as those listed above and many more.

We agree that the Scenic Area is worthy of protection and appreciate the spirit and intent of the NSA Act, but we also need to have balance between the two focuses of the Act and balance for our citizens that work and live in the Scenic Area. We believe that both can be achieved with the right approach and focus of the Gorge Commission.

Sincerely,

Scott Hege, Chair
Wasco County Board of Commissioners

Cc:

County Commissioners, Administrative Officers, and Planning Directors of Hood River, Multnomah, Clark, Skamania, and Klickitat counties

Mosier City Council and City Manager

The Dalles City Council, Mayor, and Community Development Department

Gordon Howard, DLCD Community Services Division Manager

Scott Edelman, DLCD Regional Representative Community Services Division

Casey Gatz, USFS CRGNSA Office Resources and Planning Staff Officer

Jessica Metta, MCEDD Executive Director

Jill Amery, OIB President

Andrea Klaas, Port of The Dalles Executive Director

Nate Stice, Governor Kate Brown's Office of Regional Solutions

Kate Brown, Governor