

# **AGENDA: REGULAR SESSION**

WEDNESDAY, JULY 6, 2022

WASCO COUNTY BOARD OF COMMISSIONERS, 511 WASHINGTON ST. SUITE 302, THE DALLES OR VIRTUALLY @

https://wascocounty-org.zoom.us/j/3957734524 OR Dial 1-253-215-8782 Meeting ID: 3957734524#

While these virtual options are provided, we cannot guarantee connection or quality of the call.

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

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

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

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

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
	<u>Discussion Items</u> : Plat Signature; Land Sale; Newspaper Designation; Election Results; Smoke
	Management Grant Amendment; Climate Change Committee Resolution; APHIS Wildlife Services
	Work Plan; Appointments (Items of general Commission discussion, not otherwise listed on the
	Agenda)
	Consent Agenda: 6.1.2022 Regular Session Minutes; 6.21.2022 Special Session Minutes (Items of a
	routine nature: minutes, documents, items previously discussed.)
	Public Comment at the discretion of the Chair
9:30 a.m.	ORMAP Grant Agreement – Ivan Donahue
9:40 a.m.	MCCFL Service Agreement – Tyler Stone
9:50 a.m.	Global Grant Services – Arthur Smith
10:05 a.m.	Market Wage Increase – Nichole Biechler
10:15 a.m.	Psilocybin Manufacturing & Service Centers – Kelly Howsley-Glover
10:45 a.m.	MCEDD Transportation IGA – Kate Drennan
10:55 a.m.	Public Health Modernization – Shellie Campbell
11:10 a.m.	Columbia Gorge Food Bank Updates – Silvan Shawe
	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)(n) – Security Programs, ORS 192.660(2)(n) – Labor Negotiations



# WASCO COUNTY BOARD OF COMMISSIONERS REGULAR SESSION

**JULY 6, 2022** 

Room 302, Wasco County Courthouse

This meeting was also held on Zoom

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

or call in to 1-253-215-8782 Meeting ID: 3957734524#

PRESENT: Kathy Schwartz, Chair

Steve Kramer, Vice-Chair

Scott Hege, County Commissioner

STAFF: Kathy Clark, Executive Assistant

Tyler Stone, Administrative Officer

Chair Schwartz opened the session at 9:00 a.m. Changes to the Agenda:

- An additional plat was added to the Discussion List for Ott Springs (attached)
- Facilities Manager Position was added to the Discussion List
- MCCFL Personnel Services Agreement was moved from the Agenda to the Discussion List

# Discussion Item – Subdivision Plats

Ben Beseda of Tenneson Engineering explained that the both plats are within the City of The Dalles. The Ott Springs Plat is 4 existing lots being replatted into 9 lots. The Whispering Pines Plat is the final phase of a project that began in the 1990s.

Discussion ensued regarding the locations and future builds. The Board approved and signed both plats.

# Discussion Item – MCCFL Personnel Services Agreement

Mr. Stone explained that this is to allow a loaned executive scenario at Mid-Columbia Center for Living. As the organization begins to rebuild, we are starting to shift pieces. As he begins to phase himself out, MCCFL will still need some expertise as they continue to recruit for their leadership. Ms. Rogers has that expertise and this agreement loans her to them for .75 FTE; MCCFL will cover that cost.

Ms. Rogers said that this is full cost back to Wasco County. There are a few major goals – working with health resource networks, trauma informed partnerships and coaching leadership. The organization is headed in the right direction. She said that her Juvenile Department team has been doing some succession planning and she has discussed this arrangement with them; they are happy to step up and help out. Ryan Clark has stepped in as Interim Juvenile Director – he understands his role and the rest of the team supports him. Juvenile Court Counselor Sandra Silva-Nelson will also carry an increased administrative load. Prevention Coordinator Debby Jones is assisting Ms. Rogers and knows how to reach her for any needs.

Mr. Stone concluded by saying there will be a re-evaluation at 6 months. Today he is seeking the Board's support and feedback.

Commissioner Hege noted that he serves on Boards for both entities and therefore will not cast a vote on the agreement.

{{{Vice-Chair Kramer moved to approve the Intergovernmental Agreement for Personnel Services provided by Molly Rogers between Mid-Columbia Center for Living and Wasco County. Chair Schwartz and Vice-Chair Kramer voted to approve the agreement; Commissioner Hege abstained. The motion passed.}}}

# Discussion Item - Facilities Manager

Mr. Stone explained that Community Work Service Supervisor Robert Hughes has been filling in at Facilities for the last 3 months to coordinate, organize and manage work. Mr. Stone reported that discussions with Mr. Hughes revealed that he is interested in continuing in that role but does not want the administrative part that would go along with the Administrative Services Director position. We are looking to combine the position of Work Service Supervisor and Facilities Manager and Mr. Hughes is interested in taking on those additional duties. Project management, Fair Board, Museum Board, grant writing, etc., will be for the Administrative Services Director when hired. That is a position we will continue to recruit and we have the budget to support that.

Ms. Rogers stated that Mr. Hughes has been involved in conversations at every point. He does not want to lose contact with the kids. For the last 2 years he has supervised both the juvenile and adult work crews; however the process is different for the adult crew and they often just don't show up. This seems like a logical partnership and meets the current need. Human Resources Director Nichole Biechler has also been in touch with him and he feels like the dual role is sustainable.

Commissioner Hege asked about the challenges with the adult work crew. Ms. Rogers said that the adult work crew is structured differently and oftentimes when Mr. Hughes goes up to get them there is only one or two and sometimes none. The adult group will move to the Community Corrections Manager and Sheriff.

Chair Schwartz asked if there will be a new job description. Ms. Biechler said HR Answers is working on that now for both the Facilities Manager and Administrative Services Director positions.

Ms. Rogers said Mr. Hughes has been full-time with Juvenile Services and she wants to commend him for his willingness to serve as needed.

# Discussion Item - Land Sale

County Assessor/Tax Collector Jill Amery explained that the two lots in Maupin that were not sold at the May auction were sold in a sealed-bid process. The buyers are already building in that area so it is a good fit.

Commissioner Hege asked if both lots are the same size. Ms. Amery replied affirmatively, adding that the shape of the lots makes them challenging for development; the owners will likely ask to have them replatted to be one lot.

# Discussion Item - Newspaper Designation

Ms. Clark explained that ORS requires the annual designation of a newspaper in which County foreclosure notices will be published. We have only one newspaper being published in hard-copy in our region and therefore we will be designating the Columbia Gorge News as the paper of record.

Ms. Biechler asked what will happen if the Gorge News goes 100% digital. Ms. Clark replied that statute has not kept up with current technology. Ms. Amery agreed, saying a change will have to be legislated.

{{{Commissioner Hege moved to approve Order 22-027 designating a newspaper for the publication of the annual foreclosure list. Vice-Chair seconded the motion which passed unanimously.}}}

# Discussion Item - Election Results

County Clerk Lisa Gambee explained that the election results for County positions need to be read into the record.

Commissioner Hege asked about the positioning on the ballot for the precinct committees. Ms. Gambee explained that partisan positions come before non-partisan positions on the ballot.

Commissioner Hege noted that in years past there was a separate sheet for precinct committees. Ms. Gambee responded that there have been conversations about whether those elections should move to the parties to manage; for now, each county determines if they wat a separate ballot or a combined ballot. She said her decision to include them on the ballot was based on cost savings and clarity for voters who may become confused about which precinct to vote if all are included on a separate ballot.

Chair Schwartz read the election results into the record:

Scott Hege	4099	70.65%	
Cynthia Bearss	1681	28.97%	
Write-in	22	0.38%	
Total	5802	100.00%	
Overvotes	0		
Undervotes	1179		
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1 ballots (1 over voted b	allots, 1 overvote	-	votes), 18389 registered voters, turnout 37.96
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Ms. Gambee noted that Commissioner Hege will resume his position and Commissioner-Elect Brady will assume his position on the 1<sup>st</sup> Monday in January, 2023.

Chair Schwartz congratulated Commissioner Hege and Commissioner-Elect Brady.

# Agenda Item - ORMAP Agreement

Wasco County Survey & Engineering Technician Ivan Donahue stated that Wasco County is seeking \$42,480 to collect 84 control points in preparation for the conversion of Wasco County's Assessor's Tax Maps to meet state technical specifications. Once this is complete, we will move on to the remapping work which is also supported through state grants.

Mr. Donahue went on to say that in 2018, Lane County stopped providing remapping services. We are currently pursing in-house remapping. The software being used is through Ezra who is ending the current version and moving to an updated version. He stated he has been training over the past 3 years to use the new software and leveraging grants to complete the remapping.

Chair Schwartz asked about how the remapping is done. Mr. Donahue explained that we collect the control points with an associated GPS point which is applied to

aerial photography to get more accurate maps. County Surveyor Brad Cross said that we will be moving the lines to fit the real world, striving for accuracy within 1-5 feet.

Chair Schwartz asked if Google maps will get fixed. Ms. Amery replied that it is a totally different source; these maps are for tax purposes. We identify the property and then value it. This will push more information out and is a very meaningful project and very complex work.

Chair Schwartz asked if some property owners will be upset. Mr. Cross replied that it could go either way but it will likely just be helpful. Ms. Amery said that typically what happens is that an owner will see a map that shows a property line going through their garage and they call.

Commissioner Hege asked the source of the aerial photography. Mr. Cross explained that they use rectified photography because our planet is round and the maps are flat. It is not perfect but we are working to make it as accurate as possible. We get them from multiple sources through data sharing at the state level.

Commissioner Hege asked about the LIDAR images. Mr. Cross replied that the LIDAR provides the 3-D layer.

Commissioner Hege asked if high-resolution pictometry is the best. Mr. Cross answered that it could be and we may move to that. Ms. Amery said pictometry will make it better.

Commissioner Hege said that it would be nice to have tutorial on how to use the maps on our site. Ms. Amery said that there is a tutorial on the site and we also do that in person at the Assessor's Office.

{{{Commissioner Hege moved to approve ORMAP Intergovernmental Agreement #DOR-103-22. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

# Agenda Item - Global Grant Services

Public Works Director Arthur Smith reviewed the memo included in the Board Packet. He explained that the company presented to the Management Team and he has pursued further conversations with them. He reported that they have done work with Jefferson County which has seen some real progress.

Mr. Smith went on to say that the company is veteran-owned and tries to hire veterans; they seek to serve government entities who do not want to have a full-time employee to seek and write grants. There are a lot of grant services for non-

profits but not for public entities.

Mr. Smith explained that this is a month to month agreement which devotes a set amount of hours to us; however, if they do not do work in any given month, they will not bill us. He said he wants to continue to pursue the federal money being distributed, saying we need a seat at the table.

Commissioner Hege asked if this will just be Public Works or will other departments be using it. Sheriff Magill said that his department is already working with Arthur to be able to use the service.

Commissioner Hege asked where the money will come from. Mr. Smith replied that he has been discussing that with Mr. Stone. There are a number of departments that have expressed interest.

Commissioner Hege asked the status of the contract work on the load limited bridges project. Mr. Smith answered that it is going well and he is pleased with the work. They are doing the field work and will write the narrative we can use to apply for funding; there is five-years of obligated money – when they announce, we need to be ready to apply.

Chair Schwartz asked about the \$3,000 per month fee. Mr. Smith explained that it guarantees us a base number of hours. If there are grant opportunities, they will pursue them and bill us. This is not a retainer situation and is a little different than what we are used to seeing due to the cyclical nature of grants.

Chair Schwartz observed that it seems focused on federal and state funding in certain areas. She asked if they pursue grant funding for social services. Mr. Smith said that he will present that opportunity at an upcoming Management Team meeting.

Chair Schwartz asked if there are any examples of what Jefferson County has received. Mr. Smith said he would have to get that information, saying that they have the same concerns as we do as far as being left out of funding opportunities.

Ms. Biechler asked what their success rate is and if there is reimbursement for failed applications. Mr. Smith replied that they could not sustain their business if they reimbursed for failed applications as there is just no way guarantee success. Using a baseball metaphor, he said that we are currently in the stands watching the game; this agreement will get us to the plate with an opportunity to swing at the pitch. He said they are experts at their niche; he is very excited about this opportunity and motivated to work with them.

Chair Schwartz asked what the termination of the agreement is. Mr. Smith replied that it is month to month – we can walk away any time.

Commissioner Kramer stated that he is very excited that Mr. Smith has taken this on and run with it.

{{{Vice-Chair Kramer moved to approve the Professional Services Agreement between Global Grant Services and Wasco County and, as a sole source provider, exempting it from the Wasco County Contracting Rules requirements. Commissioner Hege seconded the motion which passed unanimously.}}}

# Agenda Item - Market Wage

Ms. Biechler introduced Fiona Ferguson as our newly hired Human Resources Generalist, saying she is very happy to have her onboard.

Ms. Biechler explained that Wasco County's Wasco County's compensation philosophy pays attention to where wages are in the market. This year, the result for the overall cost of labor, which takes into account cost of living, went up by 6.5%; however, by the time the work was completed, the CPI has shifted rapidly and HR Answers updated their recommendation to 8% which took effect July 1<sup>st</sup>. Staff will see that reflected in their July 25<sup>th</sup> paycheck.

Mr. Stone said that in 2013 we began paying based on the cost of labor and it has been working well for us. That is reflected in the number of positions that changed grades this time – only 9; in 2013 all the positions had to change. This demonstrates that we are keeping up rather than having to catch up. We will be reviewing the overall compensation philosophy but the way we are approaching wages is working.

Chair Schwartz asked about the 9 positions that moved grades. Ms. Biechler explained that they were mostly administrative positions and the result of the shift in the workforce.

# Discussion Item - Smoke Management Grant Amendment

Ms. Clark explained that the grant agreement had been approved by the Board and signed earlier this year for work to be managed by the 4H & Extension Service District. As the work began it was evident that the distribution formula did not reflect how the funding was being used. This amendment recognizes those changes as well as the references impacted by the changes. The terms of the agreement remain the same.

{{{Vice-Chair Kramer moved to approve Amendment #1 to the DEQ Smoke Management Community Planning Grant Agreement #046-22. Commissioner Hege seconded the motion which passed unanimously.}}}

# Discussion Item – Climate Change Committee Resolution

Mr. Stone explained that this resolution was adopted by the City of the Dalles; in order for us to be a participant in the process, we need to adopt the same resolution

Commissioner Hege asked if they have they met or are still forming. Mr. Stone replied that they have met twice but not as a formal committee. There is another meeting this week. Once the resolution is adopted by the County it will be official. Right now, the Committee is working on their scope, mission and how they will work. This is a one-year committee that can be extended.

Chair Schwartz said it is good to formally recognize the Committee. She asked what determines when we do or do not formalize. Mr. Stone replied that the City has a different process and we are following that. Chair Schwartz commented that they did not go through this process when forming the Task Force on Homelessness.

{{{Commissioner Hege moved to approve Resolution 22-009 concurring with the Mayor of The Dalles' appointment of a Joint Climate Resiliency Ad-Hoc Committee. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

# Agenda Item - Psilocybin Manufacturing and Service Centers

Planning Director Kelly Howsley-Glover reviewed the presentation included in the Board Packet. She explained that Measure 109 will take effect in September with licensing through OHA to begin in January, 2023. It is an opt-out process – unless a County opts out, they are automatically opted in. We could be faced with applications for which we have no time, place and manner regulations unless we begin the process now. Staff's recommendation is to fold this work into the pre-scheduled Land Use and Development Ordinance updates to adopt the following:

- Listing manufacturing of psilocybin as a farm use in zones, with limitations on outdoor growing and that they are not eligible for farm dwellings and farm stands
- Allowing service centers in commercial zones only, including RC, TV-C and WAM C-2
- A standalone chapter that lists additional restrictions on service centers, including location and any other feedback we receive during the LUDO update process.

Ms. Howsley-Glover went on to explain that product must be consumed on-site at a service center staffed with licensed practitioners. The service center cannot be

a primary residence and the consumer must be on site for up to 12 hours following a dose. It is used for things like PTSD and is not intended for recreational use. Service centers cannot be within 1,000 feet of a school. There are only a handful of properties in the county that would be eligible to have a dispensary.

Commissioner Hege asked if the manufacturing is more likely than the service centers in Wasco County – at least in the County's jurisdiction. Ms. Howsley Glover replied that all counties are working toward this; other jurisdictions have the ability to co-site this service with other money-making services as the psilocybin is not likely to generate a lot of income. We are not likely to see this right away. There are some concerns on the farm use as it has to be done indoors – we are likely to see this only in existing sites.

Vice-Chair Kramer said this process is most important as we could see indirect consequences that put a strain on law enforcement. It will be interesting to hear what our community members think.

Chair Schwartz asked about the restriction on farm dwellings. Ms. Howsley-Glover explained that there was a lot of concern about the legalization of marijuana allowing dwellings across the state on agricultural land. If they already have a dwelling, they can have an agricultural building for the manufacturing.

Chair Schwartz asked if recreational use is allowed under statute. Ms. Howsley-Glover replied that the final version is not complete, but there isn't a distinction between medical and recreational - it just has to be licensed and follow the rules. She said that is her assumption.

Chair Schwartz asked if odor issues are associated with the inside manufacturing. Ms. Howsley-Glover replied that she does not believe there have been reports of problems with odor.

Chair Schwartz asked what is meant by a licensed practitioner. Ms. Howsley-Glover answered that it is a specific licensing process just for the administration of psilocybin.

Chair Schwartz asked for confirmation that the ballot measure passed in Wasco County. County Counsel Kristen Campbell confirmed that it did. She said that there is a provision that would allow the County to propose an ordinance to the electorate in November to opt out, but the ballot measure was slightly approved by voters in Wasco County.

Mr. Stone stated that we are taking the position that it passed and we would much rather have the ability to regulate through time, place and manner than to get

into a philosophical discussion as to whether it is right or wrong. This gives us the opportunity to put guard rails in place.

Ms. Howsley-Glover said that these go in place Jan 1<sup>st</sup> and if we do not get time, place and manner regulations in place, we default to State regulations which means it would be allowed throughout Wasco County. Our top priorities are children and safety. It takes us 3 months to get through the legislative process.

Mr. Stone added that all counties are facing this; Ms. Howsley-Glover is here today to provide education to the Board.

Commissioner Hege commented that through the public process, we will get a lot of input and it will come to the Board for approval.

Ms. Gambee asked what impact our time, place and manner regulations have on the municipalities. Ms. Howsley-Glover replied that our ordinance only applies to unincorporated areas outside of the National Scenic Area. The cities will need to go through a separate process.

# Discussion Item - APHIS Wildlife Services

Ms. Clark explained that for many years the County has contracted with the USDA through their Animal & Plant Health Inspection Service for predator control. Last year the County engaged Belozer Enterprises for large predator control and are using APHIS for nuisance animals such as the birds that flock to the landfill. The agreement is capped at \$5,000.

{{{Vice-Chair Kramer moved to approve the USDA APHIS Wildlife Services Work and Financial Plan for 2022-2023. Commissioner Hege seconded the motion which passed unanimously.}}

# **Discussion Item – Appointments**

Sheriff Lane Magill said that he is now co-chairing the Local Public Safety Coordinating Council with Ms. Rogers. These appointments are for 3 at-large members, one of which has replaced Jeff Justesen as manager of the Juvenile Detention Center at NORCOR.

{{{Commissioner Hege moved to approve Orders 22-028, 22-029 and 22-030 appointing Tom McCoy, Ted Franks & Daniel White to the Local Public Safety Coordinating Council. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Ms. Clark said that the Bakeoven/Buck Hollow Watershed Council is the newest of the watershed councils in Wasco County and has the fewest members. The current members of the council are in support of Vicki Ashley's appointment to

the Council.

{{{Vice-Chair Kramer moved to approve Order 22-031 appointing Vicki Ashley to the Bakeoven/Buck Hollow Watershed Council. Commissioner Hege seconded the motion which passed unanimously.}}}

Consent Agenda – 6.1.2022 & 6.21.2022 Minutes

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

Chair Schwartz opened the floor for public comment. There was none.

# Agenda Item - MCEDD Transportation IGA

Mid-Columbia Economic Development District Deputy Director for Transportation Kate Drennan said that this is just an update to recognize the grant funding for the Link routes. We have been awarded the grant and this updates our agreement in anticipation of the ODOT agreement.

{{{Vice-Chair Kramer moved to approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District for management of public transportation under the FTA 5310 Discretionary Grant Program pending information from ODOT to complete the agreement. Commissioner Hege seconded the motion which passed unanimously.}}

Chair Schwartz called a recess at 10:45 a.m.

The Session resumed at 10:50 a.m.

# Agenda Item – Public Health Modernization

North Central Public Health District Executive Director Shellie Campbell reviewed the presentation included in the Board Packet. She explained that the focus of House Bill 2348 is to modernize Public Health to meet needs.

Throughout the pandemic the importance of leadership and organizational competencies showed through. In addition, the value and significance of community partnerships came to the forefront.

Prior to the COVID pandemic, an eastern Oregon collaborative was organized to work on modernization with NCPHD taking on management of the grant and fiscal oversight. The focus was on STDs and Health Equity. Work shifted in 2020 to address the pandemic.

In 2022 we are moving back to modernization work with a broader focus to include environmental health, communicable disease, public health emergency

preparedness, public health workforce and infrastructure, access to clinical care services and an equity lens on all programs and services. A lot of the changes are a result of the pandemic response.

She went on to say that as we shifted away from COVID, community based organizations (CBOs) were invited to apply for modernization funding to support Public Health's efforts. They are still reviewing applications a developing scope of work and requirements. The FY24/25 has increased funding but that is yet to be approved and allocated so we do not know what that will be.

Ms. Campbell explained that many of the CBOs have focus populations that are narrower than Public Health's focus and are useful for outreach and education. Unfortunately, local Public Health was not included in the initial conversations around the funding of CBOs and it was rolled out without Public Health input which caused some challenges; for example, many applied to do tobacco work which NCPHD already does. It would make sense to collaborate on that work and maximize the available resources. Those concerns were shared with the Oregon Health Authority and as they develop agreements, they are recommending that the CBOs work with local Public Health. Some of the CBOs are out of Portland and we do not know how they will operate in our area. For the work to be done effectively, we needed to have a relationship with them and work together.

Chair Schwartz commented that this began 8 years ago we are finally getting a little bit of funding to move this forward. We are asking for a lot more. Public Health can be very complicated. Ms. Campbell added that over the next few months they will be working on structure and implementation through their strategic plan. There will also be a focus on the impacts of climate change.

Chair Schwartz commented that it will be good to stay on top of the CBOs to make sure they are actually doing work in our region. She asked Ms. Campbell if we will be moving forward with regional work. Ms. Campbell replied affirmatively saying that they will shift as much as they can to what each county needs.

Chair Schwartz asked if COVID will still be a big part of it. Ms. Campbell said that it will be as COVID is still here - we are surging in Wasco County. That takes staff away from the modernization work.

Chair Schwartz thanked Ms. Campbell for her report.

# Agenda Item - Food Bank Updates

Columbia Gorge Food Bank Community Philanthropy Manager Silvan Shawe reviewed the presentation included in the Board Packet. She noted that hunger

numbers are from 2019 and we have seen a sharp increase in demand. The numbers are always underreported.

Ms. Shawe explained that hunger and food insecurity is a poverty issue. Living costs have risen dramatically over the last year. When you look at a household budget - the budget pinched first is the food. The living wage estimates the cost of housing at \$800 per month which is unrealistic.

Ms. Shawe said their work is supported by federal and state funds, grants and donations. They have a staff of seven. She said they try to provide culturally appropriate foods. She added that the Backpack program will be moving into the new warehouse with them.

Ms. Shawe reported that through a Google Grant they have been able to double the value of electronic benefits purchases at the Farmers Market for fresh local produce. Demand has increased and they have doubled the food being delivered.

Ms. Shawe stated that renovations are underway. Construction on the new warehouse began last month and they are hoping to be in by November. It will be 11,000 square feet with 2,000 square feet for cold storage. Their current space is just 2,000 square feet. The new space will have wash stations to allow them to repackage food into deliverable portions. The total cost for the new space is \$3.5 million which is up from the original estimate of \$2.8 million due to the increased cost of materials.

Ms. Shawe pointed out that volunteers make their work possible – they raise money, advertise, host food drives, advocate for food access and equity and stay informed through the mailing list and social media.

Commissioner Hege asked if community gardening is part of the effort to address food insecurity. Ms. Shawe replied that they will have community gardens and education on container gardens and how to cook. There is already a community garden through the South Wasco Alliance.

Commissioner Hege asked the source of capital for the expansion and if that facility serving the same geographical area. Ms. Shawe answered that the primary funding for the space came from a private donation of \$1 million. Since then, they have applied for congressionally dedicated funding and funding from the Oregon Food Bank. Their focus is still Hood River, Wasco and Sherman Counties, but they work closely with others in our region. They continue to expand outreach to the more rural areas.

Commissioner Hege asked how it works for them to be a branch of the Oregon Food Bank. Ms. Shawe responded that it is a strong network of regional food banks. The goal is for them to be independently operated become their own 501 3C. They are working to build a network of local support.

Chair Hege noted that it is good to be a branch as it brings a lot of funding. It is challenging to be independent. Ms. Shawe added that it also allows them to bring in resources from USDA. She said that Oregon Food Bank has been advocating federally. Locally we have other challenges such as transportation and stable housing - it is all connected.

Chair Schwartz asked about the Google funding. Ms. Shawe said they applied for and received \$250,000 in grants for a community kitchen, food system support, farmers' market snap match, etc.

Chair Schwartz asked how you can donate through the website. Ms. Shawe said that the link is in presentation; people can also send a check or stop by.

Chair Schwartz commented that \$800,000 is still needed to complete construction. Ms. Shawe said that they have some proposals for funding and they are optimistic; they have also seen a lot of community support.

Commissioner Hege asked how people can volunteer. Ms. Shawe explained that there are volunteer forms through website or people can call or email. Currently, they are looking for volunteers for the Wahtonka distribution center - preferably bilingual volunteers.

Commissioner-Elect Brady asked about the schools? Ms. Shawe said they work closely with the schools. Commissioner-Elect Brady asked about the Meals on Wheels program. Ms. Shawe explained that they are funded separately through a national program. She said the food bank also helps distribute food boxes throughout the community.

# **Commission Call**

Commissioner Hege said he will be attending the National Association of Counties this month; if there are any issues the other Commissioners would like brought forward, please get that information to him. Commissioner Kramer said he would like mental health, PILT (payment in lieu of taxes) and Schools to Roads funding brought forward.

Chair Schwartz announced that we have received notification that COVID cases and hospitalizations are up in Wasco & Hood River Counties. Public Health is

recommending masking in all indoor public spaces and crowded outdoor spaces.

Chair Schwartz adjourned the session at 11:48 a.m.

# **Summary of Actions**

# **MOTIONS**

- To approve the Intergovernmental Agreement for Personnel Services provided by Molly Rogers between Mid-Columbia Center for Living and Wasco County.
- To approve Order 22-027 designating a newspaper for the publication of the annual foreclosure list.
- To approve ORMAP Intergovernmental Agreement #DOR-103-22.
- To approve the Professional Services Agreement between Global Grant Services and Wasco County and, as a sole source provider, exempting it from the Wasco County Contracting Rules requirements.
- to approve Amendment #1 to the DEQ Smoke Management Community Planning Grant Agreement #046-22
- To approve Resolution 22-009 concurring with the Mayor of The Dalles' appointment of a Joint Climate Resiliency Ad-Hoc Committee.
- To approve the USDA APHIS Wildlife Services Work and Financial Plan for 2022-2023.
- To approve Orders 22-028, 22-029 and 22-030 appointing Tom McCoy, Ted Franks & Daniel White to the Local Public Safety Coordinating Council.
- to approve Order 22-022 directing the Public Works Director to prepare a report on the proposed vacation of certain roads and portions of roads located within the Columbia Crest Additions North of Cherry Heights Road, The Dalles, Oregon; Sections 4 & 5, Township 1 North, Range 13 East, Willamette Meridian.
- To approve Order 22-031 appointing Vicki Ashley to the Bakeoven/Buck Hollow Watershed Council.
- To approve the Consent Agenda 6.1.2022 Regular Session Minutes & 6.21.2022 Special Session Minutes.
- To approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District for management of public transportation under the FTA 5310

Discretionary Grant Program pending information from ODOT to complete the agreement.

Wasco County Board of Commissioners

Kathleen B. Schwartz, Commission Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner



# **DISCUSSION LIST**

PLAT SIGNATURE - WHISPERING PINES - Jill Amery

WASCO COUNTY OWNED LAND SALE - Jill Amery

**NEWSPAPER DESIGNATION** – Kathy Clark

**SMOKE MITIGATION GRANT AMENDMENT** – Kathy Clark

**CLIMATE CHANGE COMMITTEE RESOLUTION** – Tyler Stone

<u>APHIS WILDLIFE SERVICES WORK PLAN</u> – Tyler Stone

**APPOINTMENTS** – Kathy Clark

**BOCC Regular Session: 7.6.2022** 



# **DISCUSSION ITEM**

Plat Signature – Whispering Pines

PLAT MAPS

#### PLAT OF RECORDING INFORMATION **WASCO COUNTY** WHISPERING PINES ESTATES, PHASE 4 SURVEYOR'S OFFICE TAX LOTS 02N-13E-32DB 4801 AND 4802 Survey No. TRACT "A" WHISPERING PINES ESTATE, PHASE 3 AND PARCEL 3, PARTITION PLAT 2016-0020 AND VACATED WEST 15TH. STREET AND GORDON COURT **Document Number** IN THE SE1/4 OF SECTION 32, TWP. 2 N., RANGE 13 EAST, W.M. CITY OF THE DALLES, WASCO COUNTY, OREGON Slide Number OWNERS: SCALE IN FEET MAY 19, 2022 WHISPERING PINES ESTATES II, LLC 6' P.L.A. AREA 5255 CHENOWITH ROAD PER REF.#10 THE DALLES, OREGON 97058 LOT 22 SEE SHEET 2 FOR CURVE DATA PH. (541) 298-8873 LOT 24 LOT 21 LEGEND: LOT 6 LORNE H. RICHMAN, PRESIDENT MAP & TAX LOT | ACCOUNT No. ● SET 5/8"ø X 30" REBAR WITH YELLOW PLASTIC CAP, "B BESEDA PLS 50800" 02N-13E-32DB 4801 18026 LOT 25 SET 1-1/2" ALUM. CAP INSCRIBED "B BESEDA PLS 50800" ON A 5/8"x10" 02N-13E-32DB 4802 18027 LOT 20 REBAR FLUSH AT ROAD CENTERLINE UNLESS NOTED OTHERWISE @ FOUND MONUMENTS, AS NOTED. CALCULATED CORNERS, NOT SET. LOT 19 REF.# SURVEY REFERENCE NUMBER **LOT 37** ESTATES FND. FOUND VACATED DOC. PINES 7,108 SF #2019-003533 CALC. CALCULATED ( ) RECORD SURVEY OR DEED CALL PARCEL 1 LOT 18 PP 2020-023 C.S.# COUNTY SURVEY NUMBER P.U.E. PUBLIC UTILITY EASEMENT R/W RIGHT OF WAY 11,479 SF DOC. DOCUMENT = 0.26 ACP1 PP 2016-019 PARCEL 2 N'LY NORTHERLY PP 2020-023 APPROX. APPROXIMATE P.P. PARTITION PLAT N 87\*25'32" E S.F. SQUARE FEET POINT 6 (E) EXISTING **LOT 35** LOT 10 DED. DEDICATED 6,686 SF LOT 30 C.B.T.P. CREATED BY THIS PLAT **LOT 39** 11,480 SF N.A.P. NOT A PART = 0.26 ACP.L.A. PROPERTY LINE ADJUSTMENT LOT 9 LEGEND: LOT 31 = 0.15 AC FOUND & HELD 5/8" REBAR WITH YELLOW PLASTIC CAP PER REF.#8 LOT 40 7,940 SF = 0.18 AC **LOT 33** 10' P.L.A. AREA FOUND & HELD 5/8" REBAR WITH YELLOW PLASTIC CAP PER REF.#2 6,686 SF PER REF.#2 = 0.15 AC LOT 11 FOUND 5/8" REBAR PER REF.#9 TAX ROP ON THE SOR OGO WAY LOT 32 6,686 SF = 0.15 AC **LOT 41** 5/8" REBAR PER REF.#1 NOT FOUND IN THIS SURVEY 7,926 SF = 0.18 AC STARRE LOT 12 FOUND & HELD 5/8" REBAR 10' P.L.A. AREA & PER REF.#3 BEARING LINE DISTANCE PER REF.#4 S 42°27'07" W 27.00 L1 FOUND & HELD 5/8" REBAR LOT 13 LOT 15 L2 S 47°36'04" E 10.00 **LOT 42** 7,926 SF PER REF.#7 PND. & HELD 5/8" REBAR PER REF.#3 S 47'19'51" W 27.10 = 0.18 ACS 47'19'51" W 54.20' L4 INDEX: REGISTERED **PROFESSIONAL** LAND SURVEYOR SHEET 1: OVERALL PLAN, INDEX, LEGEND ENGINEER / SURVEYOR: P1 PP 2016-0020 (N.A.P.) LOT 14 AND LINE DATA TENNESON ENGINEERING CORP. TIE DIMENSIONS SHEET 2: REFERENCES, NOTES, NARRATIVE, ONLY FROM LOT 32 **OREGON** 3775 CRATES WAY TO LOT 42 CORNERS CURVE AND LINE DATA JULY 13, 1999 The Dalles, Oregon. 97058 **BENJAMIN B. BESEDA** Ph. 541-296-9177 50800 SHEET 3: DEDICATION, SIGNATURE BLOCKS, LOT 16 FAX 541-296-6657 APPROVALS AND SURVEYORS CERTIFICATE EXPIRES: 12/31/2023 10' P.L.A. AREA PER REF.#4 SHEET 1 OF 3

W.O. #14673.Ph4.Plat

# PLAT OF

# WHISPERING PINES ESTATES, PHASE 4

TAX LOTS 02N-13E-32DB 4801 AND 4802
TRACT "A" WHISPERING PINES ESTATE, PHASE 3 AND
PARCEL 3, PARTITION PLAT 2016-0020 AND VACATED
WEST 15TH. STREET AND GORDON COURT
IN THE SE1/4 OF SECTION 32, TWP. 2 N., RANGE 13 EAST, W.M.
CITY OF THE DALLES, WASCO COUNTY, OREGON
MAY 19, 2022

# SURVEYOR'S OFFICE Survey No.\_\_\_\_\_ Filed\_\_\_\_\_ By\_\_\_\_\_ Document Number\_\_\_\_\_ Slide Number\_\_\_\_\_

RECORDING INFORMATION

# OWNERS:

WHISPERING PINES ESTATES II, LLC 5255 CHENOWITH ROAD THE DALLES, OREGON 97058 PH. (541) 298-8873 LORNE H. RICHMAN, PRESIDENT

**WASCO COUNTY** 

# REFERENCES:

- 1) PLAT OF WHISPERING PINES ESTATES, PHASE 2 SUBDIVISION BY TENNESON ENGR. CORP. W.O.#11501 RECORDED MAY 23, 2006 DOC #2006-002949 (SLIDE D-1A) C.S. #14-064
- 2) PROPERTY LINE ADJUSTMENT SURVEY FOR LORNE RICHMAN BY TENNESON ENGR. CORP. WO.#14249 FILED JANUARY 13, 2014 C.S. #18-029
- 3) PROPERTY LINE ADJUSTMENT SURVEY FOR LORNE RICHMAN BY TENNESON ENGR. CORP. WO#14249 FILED MARCH 13, 2014 C.S. #18-039
- 4) PROPERTY LINE ADJUSTMENT SURVEY FOR LORNE RICHMAN BY TENNESON ENGR. CORP. W.O.#14249 FILED MARCH 13, 2014 C.S. #18-041
- 5) PARTITION PLAT 2015-0017 FOR WHISPERING PINES ESTATES II, LLC BY TENNESON ENGR. CORP. WO.#14673 RECORDED DECEMBER 21, 2015 DOCUMENT #2015-004890 (SLIDE D-136B) C.S. #18-111
- 6) PARTITION PLAT 2016-0019 FOR WHISPERING PINES, ESTATE II LLC BY TENNESON ENGR. CORP. WO.#14673 RECORDED DECEMBER 29, 2016 DOC. #2016-004858 (SLIDE D-146A) C.S. #19-040
- 7) PARTITION PLAT 2016-0020 FOR WHISPERING PINES ESTATES II, LLC BY TENNESON ENGR. CORP. WO.#14673 RECORDED DECEMBER 29, 2016 DOC. #2016-004859 (SLIDE D-146B) C.S. #19-041
- 8) PLAT OF WHISPERING PINES ESTATES, PHASE 3 SUBDIVISION FOR WHISPERING PINES ESTATES II, LLC. BY TENNESON ENGR. CORP. WO.#14673 RECORDED JANUARY 15, 2020 DOC. #2020-000152 (SLIDE D-177B) C.S. #20-060
- 9) PARTITION PLAT 2020-023 FOR WHISPERING PINES ESTATES II, LLC. AND R. HYND BY TENNESON ENGR. CORP. WO.#14673 RECORDED DECEMBER 16, 2020 DOC. #2020-005325 (SLIDE D-190B) C.S. #20-128
- 10) SURVEY OF PROPERTY LINE ADJUSTMENT FOR WHISPERING PINES ESTATES II, LLC BY TENNESON ENGR. CORP. WO # 14673 FILED APRIL 2, 2020 CS# 20-074

# NOTES:

- 1. BEARINGS BASED ON MONUMENTS FOUND PER REFERENCE No. 8 ON THE NORTHEASTERLY LINE OF TRACT A AS SHOWN.
- 2. MONUMENTATION FOR THIS SUBDIVISION WAS COMPLETED ON APRIL 5, 6 & 11, 2022.
- 3. THE SUBJECT PROPERTY IS CURRENTLY UNDEVELOPED.
- 4. THIS LAND USE ACTION WAS REVIEWED AND APPROVED BY THE CITY OF THE DALLES AS SUB 71-18.
- 5) CITY OF THE DALLES GEOLOGIC HAZARD ZONE 5, WEST SIDE INACTIVE LANDSLIDE DEPOSITS AND STEEP SLOPES.
- 6) CITY OF THE DALLES SANITARY SEWER SYSTEM AND DOMESTIC WATER BY CHENOWITH WATER P.U.D.
- 7) ZONING IS RL LOW DENSITY RESIDENTIAL WITH COMPREHENSIVE PLAN DESIGNATION OF RESIDENTIAL LOW DENSITY.
- 8) THERE ARE NO PHYSICAL OR ENVIRONMENTAL CONSTRAINTS SUCH AS FLOOD WAYS, FLOOD PLAINS OR NATURAL DRAINAGE WAYS ASSOCIATED WITH THIS SITE. AREAS OF THE SITE HAVE NATURAL GROUND SLOPE IN EXCESS OF 15%.
- 9) THERE ARE NO SIGNIFICANT NATURAL FEATURES SUCH AS CREEKS, STREAMS, PONDS, RIPARIAN AREAS OR ANY TYPE OF TREE GREATER THAN 14" IN DIAMETER ASSOCIATED WITH THIS SITE. THE SITE DOES CONTAIN SOLID ROCK OUTCROPS.
- 10) PROPERTY SUBJECT TO MEMORANDUM OF UNDERSTANDING PER DOC. #99-4502. IT IS UNCLEAR WHICH IF ANY OF THE COMPONENTS OF THIS DOCUMENT REMAIN RELEVANT. NOT FURTHER SHOWN OR NOTED ON THE MAP.
- 11) LEGAL DESCRIPTION, OWNERSHIP AND SPECIAL EXCEPTIONS ARE VERIFIED BY REFERENCE TO WASCO TITLE, INC. PRELIMINARY TITLE REPORT SUPPLEMENTAL No. 2 COMPLETED UNDER ORDER No. 14-52090 DATED MAY 5, 2022.
- 12) THIS SUBDIVISION PLAT RELINQUISHES THE REMNANT PUBLIC UTILITY EASEMENTS WHICH ADJOINED VACATED WEST 15TH. STREET, AND GORDON COURT WITHIN THE FOOTPRINT ON THE PHASE 4 PLAT.
- 13 LOT 26 IN PHASE 3 DEEDED TO THE CITY OF THE DALLES PER DOCUMENT NO. 2022- .

LINE	BEARING	DISTANCE
L1	S 42°27'07" W	27.00'
L2	S 47°36'04" E	10.00'
L3	S 4719'51" W	27.10'
L4	S 4719'51" W	54.20'

CURVE	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD ANGLE	CHORD LENGTH
C1	90'03'11"	23.00'	36.15'	23.02'	S 02 <b>°</b> 34'28" E	32.54
C2	90'03'11"	50.00	78.59'	50.05	N 02 <b>:</b> 34'28" W	70.74
C3	90'03'11"	77.00'	121.02'	77.07	S 02 <b>°</b> 34'28" E	108.94
C4	13 <b>°</b> 55'23"	77.00'	18.71	9.40'	S 35°29'25" W	18.67'
C5	31*06'18"	77.00'	41.80'	21.43'	S 12°58'35" W	<del>4</del> 1.29'
C6	31 <b>°</b> 06'30"	77.00'	41.81'	21.43'	S 18 <b>°</b> 07'49" E	41.30'
C7	13*54'59"	77.00'	18.70'	9.40'	S 40°38'34" E	18.66'

# NARRATIVE:

THE PURPOSE OF THIS SURVEY WAS TO COMPLETE A SUBDIVISION OF TAX LOTS 02N-13E-32DB 4801 AND 4802, BEING TRACT "A" OF THE WHISPERING PINES ESTATES SUBDIVISION, PHASE 3, AND PARCEL 3 OF PARTITION PLAT 2016-0020, RESPECTIVELY, AND A PORTION OF VACATED RIGHT-OF-WAY OF WEST 15TH STREET AND GORDON COURT. PRIOR TO COMPLETING THE FIELD WORK AND MAPPING NECESSARY FOR THIS SUBDIVISION, RESEARCH WAS MADE TO OBTAIN A COPY OF A CURRENT TITLE REPORT FOR THE SUBJECT PROPERTIES IN ORDER TO VERIFY OWNERSHIP, EASEMENTS, AND ENCUMBRANCES OF RECORD. RESEARCH WAS ALSO COMPLETED TO OBTAIN COPIES OF PRIOR SURVEYS AND PLATS COMPLETED ON OR IN THE VICINITY OF THE SUBJECT PROPERTY. PRIOR SURVEYS OR PLATS UTILIZED AS A PART OF THE RESOLUTION SHOWN HEREON ARE LISTED AS REFERENCES. THE PROPERTIES HAVE BEEN SUBJECT TO SEVERAL PRIOR SURVEYS, PLATS, AND PROPERTY LINE ADJUSTMENTS.

IN THE FIELD FOR THIS SUBDIVISION, MONUMENTS WERE RECOVERED AT THE CORNERS OF THE SUBJECT PROPERTY AS SHOWN. RECOVERED MONUMENTS WERE ALL FOUND TO CLOSELY MATCH RECORD DIMENSION AND WERE HELD AS FOUND. THE RESOLVED EXTERIOR BOUNDARY OF THE PLAT IDENTICALLY MATCHES THE PREVIOUS PHASE 3 SUBDIVISION, PARTITION PLAT, AND PROPERTY LINE ADJUSTMENT. THIS COMPLETED THE BOUNDARY RESOLUTION FOR THE SUBDIVISION PLAT. IT WAS THEN DIVIDED INTO 11 LOTS AS SHOWN.

NO RIGHT-OF-WAY WAS DEDICATED WITH THIS PLAT. THE RIGHT-OF-WAY EXISTS PER PRIOR DEDICATIONS. THIS PLAT DOES CREATE THE PUBLIC UTILITY EASEMENTS SHOWN HEREON. THE PLAT SHOWS EASEMENT ENCUMBRANCES OF RECORD AS DISCLOSED BY THE TITLE REPORT.

SET MONUMENTS ARE 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "B BESEDA PLS 50800" UNLESS NOTED OTHERWISE.

MAP & TAX LOT | ACCOUNT No. | 02N-13E-32DB 4801 | 18026 | 02N-13E-32DB 4802 | 18027

# ENGINEER / SURVEYOR:

TENNESON ENGINEERING CORP. 3775 CRATES WAY
The Dalles, Oregon. 97058
Ph. 541-296-9177
FAX 541-296-6657

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON JULY 13, 1999 BENJAMIN B. BESEDA 50800

EXPIRES: 12/31/2023

SHEET 2 OF 3

# WHISPERING PINES ESTATES, PHASE 4

TAX LOTS 02N-13E-32DB 4801 AND 4802
TRACT "A" WHISPERING PINES ESTATE, PHASE 3 AND
PARCEL 3, PARTITION PLAT 2016-0020 AND VACATED
WEST 15TH. STREET AND GORDON COURT
IN THE SE1/4 OF SECTION 32, TWP. 2 N., RANGE 13 EAST, W.M.
CITY OF THE DALLES, WASCO COUNTY, OREGON
MAY 19, 2022

I HEREBY CERTIFY THIS REPLAT OF WHISPERII WAS EXAMINED AND APPROVED AS OF THIS _	
WASCO COUNTY SURVEYOR	DATE
I HEREBY CERTIFY THAT THE PLAT OF "WHISP PHASE 4" IN THE CITY OF THE DALLES, WASO CONFORMS TO THE APPROVED PRELIMINARY P THE PLANNING COMMISSION, I HEREBY APPRO	CO COUNTY, OREGON, LAN AND, BY DIRECTION OF
THE DALLES PLANNING COMMISSION CHAIRMAN	DATE
THIS PLAT OF "WHISPERING PINES ESTATES, I THE DALLES, WASCO COUNTY, OREGON WAS E	
THE DALLES, WASCO COUNTY, OREGON WAS E	
THE DALLES, WASCO COUNTY, OREGON WAS E	EXAMINED AND APPROVED B
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THE DALLES, WASCO COUNTY, OREGON WAS E	EXAMINED AND APPROVED B  DATE
THE DALLES, WASCO COUNTY, OREGON WAS E WASCO COUNTY COMMISSIONER WASCO COUNTY COMMISSIONER	DATE  DATE
•	DATE  DATE  DATE

# DECLARATION:

WHISPERING PINES ESTATES II LLC, AS OWNER OF THE LAND SHOWN ON THE PLAT HEREUNTO ATTACHED AND MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE ALSO HEREUNTO ATTACHED, CREATE THE PUBLIC UTILITY EASEMENTS SHOWN ON SUCH PLAT AND DECLARE THE PLAT OF "WHISPERING PINES ESTATES, PHASE 4" TO BE A CORRECT PLAT PREPARED IN ACCORDANCE WITH THE PROVISIONS OF ORS CHAPTER 92 AND THE CITY OF THE DALLES MUNICIPAL CODE AS LOCATED IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, CITY OF THE DALLES, WASCO COUNTY, OREGON.

LORNE H. RICHMAN, PRESIDENT OF WHISPERING PINES ESTATES II, LLC

# ACKNOWLEDGEMENT:

ON THIS \_\_\_\_\_DAY OF\_\_\_\_\_\_, 2022 BEFORE ME A NOTARY PUBLIC FOR THE STATE OF OREGON, APPEARED JONNIE L. JUSTESEN AND FRED A. JUSTESEN, KNOWN TO ME PERSONALLY, WHO BEING FIRST DULY SWORN, SAID THAT THEY DID ACKNOWLEDGE THIS INSTRUMENT OF THEIR FREE AND VOLUNTARY ACT.

NOTARY SIGNATURE
NOTARY PUBLIC PRINTED NAME
STATE OF
COUNTY OF
COMMISSION No
MY COMMISSION EXPIRES

# APPROVALS:

I HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT OF "WHISPERING PINES ESTATES, PHASE 4" IN THE CITY OF THE DALLES, WASCO COUNTY, OREGON, 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 TAXES AND ASSESSMENTS DUE OR WILL BECOME DUE THEREON DURING THE CALENDAR YEAR HAVE BEEN FULLY PAID AS REQUIRED BY LAW AND I HEREBY APPROVE SAID PLAT.

VASCO	COUNTY	ASSESSOR	DATE
VASCO	COUNTY	TAX COLLECTOR	DATE

WASCO COUNTY SURVEYOR'S OFFICE	RECORDING INFORMATION
Survey No	
Filed	
Ву	
	Document Number
	Slide Number

# OWNERS:

WHISPERING PINES ESTATES II, LLC 5255 CHENOWITH ROAD THE DALLES, OREGON 97058 PH. (541) 298–8873 LORNE H. RICHMAN, PRESIDENT

# SURVEYOR'S CERTIFICATE:

I, BENJAMIN B. BESEDA, REGISTERED LAND SURVEYOR NO. 50800 IN THE STATE OF OREGON, BEING FIRST DULY SWORN, DEPOSE AND SAY THAT I HAVE CORRECTLY EXECUTED AND MARKED WITH PROPER MONUMENTS, ACCORDING TO ORS CHAPTER 92 AND THE CITY OF THE DALLES MUNICIPAL CODE, A SUBDIVISION LYING IN PARCEL 3 OF PARTITION PLAT 2016—0020; TRACT "A" OF THE WHISPERING PINES ESTATES, PHASE 3, SUBDIVISION; AND VACATED WEST 15TH STREET AND GORDON COURT IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, CITY OF THE DALLES, WASGO COUNTY, OREGON. THE INITIAL POINT FOR SAID SUBDIVISION IS THE 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "B BESEDA PLS 50800" FOUND AT THE WESTMOST CORNER OF SAID PARCEL 3, PARTITION PLAT 2016—0020. THE PLATTED PROPERTY IS DESCRIBED AS FOLLOWS:

PARCEL 3 OF PARTITION PLAT 2016-0020, AS RECORDED DECEMBER 29, 2016, AT DOCUMENT NO. 2016-004859 (SLIDE D-146B), DEED RECORDS OF WASCO COUNTY.

TRACT "A" OF THE WHISPERING PINES ESTATES, PHASE 3, SUBDIVISION, AS RECORDED JANUARY 15, 2020, AT DOCUMENT NO. 2020-000152 (SLIDE D-177B), DEED RECORDS OF WASCO COUNTY.

VACATED RIGHT-OF-WAY PER DOCUMENT NO. 2019-003533, DEED RECORDS OF WASCO COUNTY.

EXCEPTING THEREFROM ANY PORTION THEREOF SAID VACATED RIGHT-OF-WAY LYING WITHIN THE WHISPERING PINES ESTATES, PHASE 2, SUBDIVISION.

CONTAINS 2.00 ACRES.

# ENGINEER / SURVEYOR:

TENNESON ENGINEERING CORP. 3775 CRATES WAY The Dalles, Oregon. 97058 Ph. 541-296-9177 FAX 541-296-6657

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON JULY 13, 1999 BENJAMIN B. BESEDA 50800

EXPIRES: 12/31/2023

SHEET 3 OF 3



# **DISCUSSION ITEM**

**Wasco County Owned Land Sale** 

STAFF MEMO



# **MEMORANDUM**

SUBJECT: Wasco County Owned Land Sale; Sealed Bid Auction 6/28/2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JILL AMERY

DATE: 6/29/2022

# **BACKGROUND INFORMATION:**

Two bare lots located in Maupin, Rivercrest subdivision that were unsold in the May 2022, live auction were offered for sale in the Sealed Bid Process according to our Policy for Wasco County Owned Land Sales. We had multiple parties interested; however we received only one bid. The properties were sold for \$42,000.

#17280 5S 14E 5BB 349 417 Little Lake Rd Maupin, OR 97037 .12 acre bare lot

#7311

1N 12E 22CC 1200

6615 Reservoir Rd The Dalles, OR 97058

.29 acre w/ a Manufactured Structure

in VERY poor condition

2021 Mkt Value: \$27,840 Min. Bid: \$ 20,880

2021 Mkt Value: \$117,170

Min. Bid: \$48,650



# **DISCUSSION ITEM**

# **Newspaper Designation**

**STAFF MEMO** 

ORDER 22-027 DESIGNATING NEWSPAPER FOR FORECLOSURE NOTICE

**MOTION LANGUAGE** 



#### **MEMORANDUM**

**SUBJECT: Newspaper Designation** 

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: 06.27.2022

#### **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 #22-027**

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 2022 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 6<sup>TH</sup> day of July, 2022.

APPROVED AS TO FORM:	WASCO COUNTY BOARD OF COMMISSIONERS:
Kristen Campbell, County Counsel	Kathleen B. Schwartz, Commission Chair
	Steven D. Kramer, Vice Chair
	Scott C. Hege. County Commissioner



# **MOTION**

**SUBJECT:** Newspaper Designation

I move to approve Order 22-027 designating a newspaper for the publication of the annual foreclosure list.



# **DISCUSSION ITEM**

# **Election Results**

CERTIFIED MAY 17, 2022 PRIMARY ABSTRACT FOR WASCO COUNTY





511 Washington St, Ste 201 • The Dalles, OR 97058 p: [541] 506-2530 • f: [541] 506-2531 • www.co.wasco.or.us

Pioneering pathways to prosperity.

June 9, 2022

Kathy White, Executive Assistant Wasco County Board of County Commissioners County Courthouse The Dalles, OR 97058

Dear Kathy,

Please find certified copies of the official abstract from our office for the election held on **May 17, 2022**. Not later than the 30<sup>th</sup> day after receiving this copy the **County** is required to canvass the abstracts and to determine the results of the election and declare the results (ORS 255.295).

Thanks,

Lisa Gambee, Wasco County Clerk

ABSTRACT AND RESULTS APPROVED BY:

DATE:

# Statement of Votes Cast - Official Certified Abstract Wasco County, OR, May 17, 2022, Primary Election

All Precincts, All Districts, All Counter Groups, All ScanStations, All Contests, All Boxes
Total Ballots Cast: 6981, Registered Voters: 18389, Overall Turnout: 37.96%

12 precincts reported out of 12 total

Page: 1 of 10 2022-06-08 15:07:04

Choice	Votes	Vote %	
All Precincts			
US Senator (DEM) (Vote for 1	)		
2587 ballots (0 over voted ba	llots, 0 overvote	<u>s, 72 unde</u> rvotes), 5140 registered voters, turnou	t 50.33%
Ron Wyden	2149	85.45%	
Brent Thompson	130	5.17%	
William E Barlow III	208	8.27%	
Write-in	28	<u>1.11%</u>	
Total	2515	100.00%	
Overvotes	0		
Undervotes	72		

#### US Senator (REP) (Vote for 1)

2924 ballots (2 over voted ballots, 2 overvotes, 340 undervotes), 5057 registered voters, turnout 57.82%

Darin Harbick	721	27.92%
Sam Palmer	334	12.94%
Jo Rae Perkins	874	33.85%
Christopher C Christensen	180	6.97%
Ibra A Taher	41	1.59%
Robert M Fleming	87	3.37%
Jason Beebe	320	12.39%
Write-in	25	0.97%
Total	2582	100.00%
Overvotes	2	
Undervotes	340	

#### US Representative, 2nd District (DEM) (Vote for 1)

2587 ballots (0 over voted ballots, 0 overvotes, 656 undervotes), 5140 registered voters, turnout 50

Adam Prine	626	32.42%
Joe Yetter	1269	65.72%
Write-in	36	1.86%
Total	1931	100.00%
Overvotes	0	
Undervotes	656	

#### US Representative, 2nd District (REP) (Vote for 1)

2924 ballots (1 over voted ballots, 1 overvotes, 272 undervotes), 5057 registered voters, turnout 57.82%

Mark Cavener	472	17.80%
Katherine M Gallant	152	5.73%
Cliff S Bentz	2007	75.71%
Write-in	20	0.75%
Total	2651	100.00%
Overvotes	1	
Undervotes	272	

# Governor (DEM) (Vote for 1)

2587 ballots (0 over voted ballots, 0 overvotes, 134 undervotes), 5140 registered voters, turnout 50.3

Tobias Read	961	39.18%
John Sweeney	37	1.51%
Patrick E Starnes	57	2.32%
Dave W Stauffer	33	1.35%
Peter W Hall	4	0.16%
Genevieve Wilson H	11	0.45%
Keisha Lanell Merchant	4	0.16%
Michael Cross	12	0.49%
George L Carrillo	63	2.57%
Tina Kotek	1064	43.38%
Michael Trimble	19	0.77%
Ifeanyichukwu C Diru	12	0.49%
Wilson R Bright	12	0.49%
Julian Bell	22	0.90%
David Beem	13	0.53%
Write-in	129	5.26%

I, Lisa Gambee, Wasco County Clerk, do hereby certify that the votes recorded on this report correctly summarize the tally of votes cast at the May 17, 2022 General Election.

Dated this 9<sup>th</sup> day of June 2022.

Lisa Gambee Wasco County Clerk Wasco County, OR, May 17, 2022, Primary Election

All Precincts, All Districts, All Counter Groups, All ScanStations, All Contests, All Boxes Total Ballots Cast: 6981, Registered Voters: 18389, Overall Turnout: 37.96%

12 precincts reported out of 12 total

Choice	Votes	Vote %
Total	2453	100.00%
Overvotes	0	
Undervotes	134	

# Governor (REP) (Vote for 1)

# 2924 ballots (2 over voted ballots, 2 overvotes, 103 undervotes), 5057 registered voters, turnout 57.82%

Amber R Richardson	22	0.78%
Bill Sizemore	147	5.21%
Stefan G Strek (Stregoi)	7	0.25%
Nick Hess	49	1.74%
John G Presco	3	0.11%
Bud Pierce	129	4.58%
Stan Pulliam	377	13.37%
Kerry McQuisten	235	8.34%
Tim McCloud	27	0.96%
Brandon C Merritt	26	0.92%
Reed Christensen	20	0.71%
Jessica Gomez	66	2.34%
Marc Thielman	268	9.51%
Bob Tiernan	458	16.25%
Christine Drazan	558	19.79%
Court Boice	16	0.57%
Bridget Barton	338	11.99%
Raymond Baldwin	3	0.11%
David A Burch	6	0.21%
Write-in	64	2.27%
Total	2819	100.00%
Overvotes	2	
Undervotes	103	

#### State Senator, 26th District (DEM) (Vote for 1)

# 2075 ballots (0 over voted ballots, 0 overvotes, 538 undervotes), 4142 registered voters, turnout 50.10%

Raz Mason	1509	98.18%
Write-in	28	1.82%
Total	1537	100.00%
Overvotes	0	
Undervotes	538	

# State Senator, 26th District (REP) (Vote for 1)

#### 2013 ballots (1 over voted ballots, 1 overvotes, 88 undervotes), 3495 registered voters, turnout 57.60%

Michael J Nugent	118	6.13%
Daniel G Bonham	1649	85.71%
Steve Bates	150	7.80%
Write-in	7	0.36%
Total	1924	100.00%
Overvotes	1	
Undervotes	88	

# State Representative, 52nd District (DEM) (Vote for 1)

# 2075 ballots (0 over voted ballots, 0 overvotes, 435 undervotes), 4142 registered voters, turnout 50.10%

Darcy Long	1604	97.80%
Write-in	36	2.20%
Total	1640	100.00%
Overvotes	0	
Undervotes	435	

# State Representative, 52nd District (REP) (Vote for 1)

# 2013 ballots (1 over voted ballots, 1 overvotes, 154 undervotes), 3495 registered voters, turnout 57.60%

Britt Storkson	79	4.25%
Jeff Helfrich	1615	86.92%
James Born	154	8.29%
Write-in	10	0.54%

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# Statement of Votes Cast - Official Certified Abstract

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Wasco County, OR, May 17, 2022, Primary Election

All Precincts, All Districts, All Counter Groups, All ScanStations, All Contests, All Boxes Total Ballots Cast: 6981, Registered Voters: 18389, Overall Turnout: 37.96%

12 precincts reported out of 12 total

Choice	Votes	Vote %
Total	1858	100.00%
Overvotes	1	
Undervotes	154	

# State Representative, 57th District (DEM) (Vote for 1)

# 512 ballots (0 over voted ballots, 0 overvotes, 491 undervotes), 998 registered voters, turnout 51.30%

Write-in	21	100.00%
Total	21	100.00%
Overvotes	0	
Undervotes	491	

#### State Representative, 57th District (REP) (Vote for 1)

#### 911 ballots (0 over voted ballots, 0 overvotes, 234 undervotes), 1562 registered voters, turnout 58.32%

Greg Smith	669	98.82%
Write-in	8	1.18%
Total	677	100.00%
Overvotes	0	
Undervotes	234	

#### PCP - Precinct 01, Democrat (DEM) (Vote for 12)

# 342 ballots (0 over voted ballots, 0 overvotes, 4087 undervotes), 812 registered voters, turnout 42.12%

Write-in	10	58.82%
Write-in	2	11.76%
Write-in	3	17.65%
Write-in	1	5.88%
Write-in	1	5.88%
Write-in	0	0.00%
Total	17	100.00%
Overvotes	0	
Undervotes	4087	

#### PCP - Precinct 01, Republican (REP) (Vote for 12)

# 363 ballots (2 over voted ballots, 24 overvotes, 3730 undervotes), 656 registered voters, turnout 55.34%

Nancy Hunt-Petersen	144	23.92%
Chet Petersen	145	24.09%
Jeffrey A Woodward	129	21.43%
Steve H Wilkins	157	26.08%
Write-in	17	2.82%
Write-in	5	0.83%
Write-in	3	0.50%
Write-in	1	0.17%
Write-in	0	0.00%
Write-in	1	0.17%
Total	602	100.00%
Overvotes	24	
Undervotes	3730	

#### PCP - Precinct 02, Democrat (DEM) (Vote for 12)

#### 471 ballots (1 over voted ballots, 12 overvotes, 4301 undervotes), 858 registered voters, turnout 54.90%

Darcy Long

# Statement of Votes Cast - Official Certified Abstract Wasco County, OR, May 17, 2022, Primary Election

All Precincts, All Districts, All Counter Groups, All ScanStations, All Contests, All Boxes Total Ballots Cast: 6981, Registered Voters: 18389, Overall Turnout: 37.96%

12 precincts reported out of 12 total

Choice	Votes	Vote %
Dean Myerson	222	16.58%
John T Nelson	235	17.55%
Debi Ferrer	261	19.49%
Mike Ballinger	268	20.01%
Write-in	27	2.02%
Write-in	8	0.60%
Write-in	4	0.30%
Write-in	3	0.22%
Write-in	3	0.22%
Write-in	1	0.07%
Write-in	1	0.07%
Write-in	1	0.07%
Write-in	0	0.00%
Total	1339	100.00%
Overvotes	12	
Undervotes	4301	

# PCP - Precinct 02, Republican (REP) (Vote for 12)

Pod Punyon

358 ballots (0 over voted ballots, 0 overvotes, 2482 undervotes), 676 registered voters, turnout 52.96%

Rod Runyon	251	13.84%
Jeffry A Stiles	177	9.76%
Lori J Stiles	178	9.81%
Ryan M LeBreton	208	11.47%
Lindsay LeBreton	203	11.19%
Cindy McLean	185	10.20%
Lori McGaughey	189	10.42%
David McGaughey	189	10.42%
Nicole Chaisson	171	9.43%
Write-in	24	1.32%
Write-in	13	0.72%
Write-in	10	0.55%
Write-in	4	0.22%
Write-in	3	0.17%
Write-in	2	0.11%
Write-in	1	0.06%
Write-in	0	0.00%
Write-in	0	0.00%
Total	1814	100.00%
Overvotes	0	
Undervotes	2482	

# PCP - Precinct 03, Democrat (DEM) (Vote for 11)

400 ballots (1 over voted ballots, 11 overvotes, 3703 undervotes), 816 registered voters, turnout 49.02%

Serena Smith	218	31.78%
Bill Lennox	224	32.65%
Robert McNary	197	28.72%
Write-in	20	2.92%
Write-in	6	0.87%
Write-in	4	0.58%
Write-in	4	0.58%
Write-in	4	0.58%
Write-in	2	0.29%
Write-in	2	0.29%
Write-in	2	0.29%
Write-in	1	0.15%
Write-in	1	0.15%
Write-in	1	0.15%

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# Statement of Votes Cast - Official Certified Abstract Wasco County, OR, May 17, 2022, Primary Election

All Precincts, All Districts, All Counter Groups, All ScanStations, All Contests, All Boxes
Total Ballots Cast: 6981, Registered Voters: 18389, Overall Turnout: 37.96%

12 precincts reported out of 12 total

Choice	Votes	Vote %
Total	686	100.00%
Overvotes	11	
Undervotes	3703	

# PCP - Precinct 03, Republican (REP) (Vote for 11)

340 ballots (1 over voted ballots, 11 overvotes, 1649 undervotes), 591 registered voters, turnout 57.53%

( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )	, ,	
Vicki Rosenburg	168	8.08%
LaMont E Jones	175	8.41%
Cheryl A Jones	173	8.32%
Robyn R McLean	182	8.75%
Mike Courtney	197	9.47%
John A Grant IV	178	8.56%
Jennifer R Gunter	180	8.65%
Mark Gunter	180	8.65%
Gary Dunning	193	9.28%
Delores Dunning	193	9.28%
Daniel Bonham	236	11.35%
Write-in	14	0.67%
Write-in	2	0.10%
Write-in	1	0.05%
Total	2080	100.00%
Overvotes	11	
Undervotes	1649	

# PCP - Precinct 04, Democrat (DEM) (Vote for 8)

323 ballots (0 over voted ballots, 0 overvotes, 2346 undervotes), 582 registered voters, turnout 55.50%

Gene Parker	227	95.38%
Write-in	10	4.20%
Write-in	1	0.42%
Write-in	0	0.00%
Total	238	100.00%
Overvotes	0	
Undervotes	2346	

# PCP - Precinct 04, Republican (REP) (Vote for 8)

401 ballots (0 over voted ballots, 0 overvotes, 1650 undervotes), 664 registered voters, turnout 60.39%

Dale A Rollins	206	13.22%
Bonnie D Jones	186	11.94%
Matthew Seckora	215	13.80%
Linda R Holcomb	192	12.32%
Frank J Pyles	195	12.52%
Marilyn Gladwell	186	11.94%
Bob Kampert	195	12.52%
James Paul Youtsey	174	11.17%
Write-in	7	0.45%
Write-in	1	0.06%
Write-in	1	0.06%
Write-in	0	0.00%

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# Statement of Votes Cast - Official Certified Abstract

Wasco County, OR, May 17, 2022, Primary Election

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12 precincts reported out of 12 total

Choice	Votes	Vote %
Write-in	0	0.00%
Total	1558	100.00%
Overvotes	0	
Undervotes	1650	

#### PCP - Precinct 05, Democrat (DEM) (Vote for 9)

# 374 ballots (0 over voted ballots, 0 overvotes, 3357 undervotes), 736 registered voters, turnout 50.82%

Write-in	9	100.00%
Write-in	0	0.00%
Total	9	100.00%
Overvotes	0	
Undervotes	3357	

# PCP - Precinct 05, Republican (REP) (Vote for 9)

# 253 ballots (1 over voted ballots, 9 overvotes, 1468 undervotes), 436 registered voters, turnout 58.03%

Scott C Hege	131	16.38%
Betsy Hege	113	14.12%
George C Clark	122	15.25%
Paulann Knight	97	12.12%
Sharon Tessier	98	12.25%
Elizabeth Tenold	102	12.75%
Jessica DeVlaeminck	98	12.25%
Write-in	19	2.38%
Write-in	13	1.62%
Write-in	1	0.12%
Total	800	100.00%
Overvotes	9	
Undervotes	1468	

# PCP - Precinct 06, Democrat (DEM) (Vote for 6)

# 165 ballots (0 over voted ballots, 0 overvotes, 747 undervotes), 338 registered voters, turnout 48.82%

Bruce Lumper	83	34.16%
Carolyn Wright	81	33.33%
Marolyn Wilks	76	31.28%
Write-in	3	1.23%
Write-in	0	0.00%
Total	243	100.00%
Overvotes	0	
Undervotes	747	

#### PCP - Precinct 06, Republican (REP) (Vote for 6)

# 298 ballots (2 over voted ballots, 12 overvotes, 757 undervotes), 472 registered voters, turnout 63.14%

		,
Annadale Rooper	136	13.35%
Donna Rae Anderson	141	13.84%
Robert Jay Schwartz	166	16.29%
Richard A Leatherbury	162	15 90%

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Total Ballots Cast: 6981, Registered Voters: 18389, Overall Turnout: 37.96%

12 precincts reported out of 12 total

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Choice	Votes	Vote %
Ann M Leatherbury	148	14.52%
Erika Miller	130	12.76%
David Martin Carney	131	12.86%
Write-in	4	0.39%
Write-in	1	0.10%
Write-in	0	0.00%
Total	1019	100.00%
Overvotes	12	
Undervotes	757	

#### PCP - Precinct 07, Democrat (DEM) (Vote for 3)

#### 103 ballots (0 over voted ballots, 0 overvotes, 237 undervotes), 167 registered voters, turnout 61.68%

Stacey Holeman	72	100.00%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Total	72	100.00%
Overvotes	0	
Undervotes	237	

#### PCP - Precinct 07, Republican (REP) (Vote for 3)

#### 153 ballots (0 over voted ballots, 0 overvotes, 224 undervotes), 245 registered voters, turnout 62.45%

Greg Johnson	106	45.11%
Frank Polehn	53	22.55%
Donella Polehn	72	30.64%
Write-in	2	0.85%
Write-in	1	0.43%
Write-in	1	0.43%
Total	235	100.00%
Overvotes	0	
Undervotes	224	

#### PCP - Precinct 08, Democrat (DEM) (Vote for 4)

#### 122 ballots (0 over voted ballots, 0 overvotes, 475 undervotes), 205 registered voters, turnout 59.51%

Write-in	7	53.85%
Write-in	2	15.38%
Write-in	2	15.38%
Write-in	2	15.38%
Total	13	100.00%
Overvotes	0	
Undervotes	475	

#### PCP - Precinct 08, Republican (REP) (Vote for 4)

#### 274 ballots (0 over voted ballots, 0 overvotes, 393 undervotes), 443 registered voters, turnout 61.85%

Annelie Cantrell	182	25.89%
Kathleen Cantrell	195	27.74%
Matthew Chaisson	162	23.04%
Carolyn M Davis	162	23.04%
Write-in	2	0.28%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Total	703	100.00%
Overvotes	0	
Undervotes	393	

#### PCP - Precinct 09, Democrat (DEM) (Vote for 4)

118 ballots (0 over voted ballots, 0 overvotes, 465 undervotes), 249 registered voters, turnout 47.39%

Write-in 4 57.14%

# Statement of Votes Cast - Official Certified Abstract

Wasco County, OR, May 17, 2022, Primary Election

All Precincts, All Districts, All Counter Groups, All ScanStations, All Contests, All Boxes Total Ballots Cast: 6981, Registered Voters: 18389, Overall Turnout: 37.96%

12 precincts reported out of 12 total

Choice	Votes	Vote %
Write-in	1	14.29%
Write-in	1	14.29%
Write-in	1	14.29%
Total	7	100.00%
Overvotes	0	
Undervotes	465	

#### PCP - Precinct 09, Republican (REP) (Vote for 4)

#### 221 ballots (0 over voted ballots, 0 overvotes, 748 undervotes), 398 registered voters, turnout 55.53%

Bob Maness	135	99.26%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	1	0.74%
Total	136	100.00%
Overvotes	0	
Undervotes	748	

#### PCP - Precinct 10, Democrat (DEM) (Vote for 4)

#### 127 ballots (0 over voted ballots, 0 overvotes, 508 undervotes), 292 registered voters, turnout 43.49%

Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Total	0	0.00%
Overvotes	0	
Undervotes	508	

#### PCP - Precinct 10, Republican (REP) (Vote for 4)

#### 145 ballots (0 over voted ballots, 0 overvotes, 480 undervotes), 272 registered voters, turnout 53.31%

Jeanne E Capps	98	98.00%
Write-in	2	2.00%
Write-in	0	0.00%
Write-in	0	0.00%
Write-in	0	0.00%
Total	100	100.00%
Overvotes	0	
Undervotes	480	

#### PCP - Precinct 11, Democrat (DEM) (Vote for 2)

#### 12 ballots (0 over voted ballots, 0 overvotes, 24 undervotes), 24 registered voters, turnout 50.00%

Write-in	0	0.00%
Write-in	0	0.00%
Total	0	0.00%
Overvotes	0	
Undervotes	24	

#### PCP - Precinct 11, Republican (REP) (Vote for 2)

#### 44 ballots (0 over voted ballots, 0 overvotes, 49 undervotes), 83 registered voters, turnout 53.01%

Lanny Metteer	34	87.18%
Write-in	4	10.26%
Write-in	1	2.56%
Total	39	100.00%
Overvotes	0	
Undervotes	49	

#### PCP - Precinct 12, Democrat (DEM) (Vote for 2)

#### 30 ballots (0 over voted ballots, 0 overvotes, 60 undervotes), 61 registered voters, turnout 49.18%

Write-in	0	0.00%
Write-in	0	0.00%

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# Statement of Votes Cast - Official Certified Abstract

Wasco County, OR, May 17, 2022, Primary Election

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12 precincts reported out of 12 total

Choice	Votes	Vote %
Total	0	0.00%
Overvotes	0	
Undervotes	60	

#### PCP - Precinct 12, Republican (REP) (Vote for 2)

#### 74 ballots (0 over voted ballots, 0 overvotes, 92 undervotes), 121 registered voters, turnout 61.16%

Darlien France	52	92.86%
Write-in	2	3.57%
Write-in	2	3.57%
Total	56	100.00%
Overvotes	0	
Undervotes	92	

#### Commissioner of the Bureau of Labor and Industries (Vote for 1)

#### 6981 ballots (2 over voted ballots, 2 overvotes, 1503 undervotes), 18389 registered voters, turnout 37.96%

Christina E Stephenson	2003	36.58%
Cheri Helt	1247	22.77%
Chris Henry	171	3.12%
Robert Neuman	345	6.30%
Casey M Kulla	761	13.90%
Brent T Barker	779	14.23%
Aaron R Baca	137	2.50%
Write-in	33	0.60%
Total	5476	100.00%
Overvotes	2	
Undervotes	1503	

#### Judge of the Supreme Court, Position 6 (Vote for 1)

#### 6981 ballots (0 over voted ballots, 0 overvotes, 2974 undervotes), 18389 registered voters, turnout 37.96%

Roger J DeHoog	3914	97.68%
Write-in	93	2.32%
Total	4007	100.00%
Overvotes	0	
Undervotes	2974	

#### Judge of the Court of Appeals, Position 3 (Vote for 1)

#### 6981 ballots (3 over voted ballots, 3 overvotes, 1305 undervotes), 18389 registered voters, turnout 37.96%

Darleen Ortega	3144	55.42%
Vance Day	2515	44.33%
Write-in	14	0.25%
Total	5673	100.00%
Overvotes	3	
Undervotes	1305	

#### Judge of the Court of Appeals, Position 5 (Vote for 1)

#### 6981 ballots (0 over voted ballots, 0 overvotes, 3021 undervotes), 18389 registered voters, turnout 37.96%

Scott A Shorr	3881	98.01%
Write-in	79	1.99%
Total	3960	100.00%
Overvotes	0	
Undervotes	3021	

#### Judge of the Court of Appeals, Position 8 (Vote for 1)

#### 6981 ballots (0 over voted ballots, 0 overvotes, 3100 undervotes), 18389 registered voters, turnout 37.96%

Ramón A Pagán	3780	97.40%
Write-in	101	2.60%
Total	3881	100.00%
Overvotes	0	
Undervotes	3100	

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12 precincts reported out of 12 total

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Choice	Votes	Vote %	
Judge of the Circuit Court, 6981 ballots (0 over voted b	,	,	s), 18389 registered voters, turnout 37.96%
John A Wolf Caleb M Berthelsen Write-in	3229 2954 19	52.06% 47.63% 0.31%	
Total Overvotes Undervotes	6202 0 779	100.00%	

#### Judge of the Circuit Court, 7th District, Position 2 (Vote for 1)

#### 6981 ballots (0 over voted ballots, 0 overvotes, 2941 undervotes), 18389 registered voters, turnout 37.96%

Marion T Weatherford	3967	98.19%
Write-in	73	1.81%
Total	4040	100.00%
Overvotes	0	
Undervotes	2941	

#### Commissioner, Position 1 (Vote for 1)

#### 6981 ballots (0 over voted ballots, 0 overvotes, 1179 undervotes), 18389 registered voters, turnout 37.96%

Scott Hege	4099	70.65%
Cynthia Bearss	1681	28.97%
Write-in	22	0.38%
Total	5802	100.00%
Overvotes	0	
Undervotes	1179	

#### Commissioner, Position 3 (Vote for 1)

#### 6981 ballots (1 over voted ballots, 1 overvotes, 406 undervotes), 18389 registered voters, turnout 37.96%

Rod Runyon	3151	47.93%
Phil Brady	3398	51.69%
Write-in	25	0.38%
Total	6574	100.00%
Overvotes	1	
Undervotes	406	

#### Measure 33-105 Shaniko Recorder (Vote for 1)

#### 12 ballots (0 over voted ballots, 0 overvotes, 0 undervotes), 32 registered voters, turnout 37.50%

Yes	7	58.33%
No	5	41.67%
Total	12	100.00%
Overvotes	0	
Undervotes	0	

#### Measure 33-106 Shaniko Fire Levy (Vote for 1)

#### 12 ballots (0 over voted ballots, 0 overvotes, 0 undervotes), 32 registered voters, turnout 37.50%

Yes	5	41.67%
No	7	58.33%
Total	12	100.00%
Overvotes	0	
Undervotes	0	

#### Measure 33-104 Dufur Recreation Levy (Vote for 1)

#### 460 ballots (0 over voted ballots, 0 overvotes, 21 undervotes), 942 registered voters, turnout 48.83%

Yes	261	59.45%
No	178	40.55%
Total	439	100.00%
Overvotes	0	
Undervotes	21	



# **DISCUSSION ITEM**

# **Smoke Management Grant Amendment**

**STAFF MEMO** 

AMENDMENT #1

**MOTION LANGUAGE** 



#### **MEMORANDUM**

**SUBJECT: Smoke Management Grant Amendment #1** 

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: JUNE 28, 2022

#### **BACKGROUND INFORMATION:**

The Smoke Management Grant Agreement was recently approved and is being implemented by the 4H & Extension Service District. This amendment recognizes the actual application of funds by the District in managing the grant; the total dollar amount remains the same. Other changes are formatting changes that reflect the re-organization of sections in the original agreement.

# STATE OF OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY SMOKE MANAGEMENT COMMUNITY PLANNING GRANT AGREEMENT AMENDMENT

Columbia Gorge Community Smoke Response Planning

- A. This is Amendment No. <u>01</u> to Agreement No. <u>046-22</u> (as amended from time to time the "Agreement") dated <u>3/2/2022</u> between the State of Oregon acting by and through its Department of Environmental Quality, ("DEQ"), and **Wasco County**, ("Recipient").
- B. The Agreement is hereby amended as follows (deleted language is indicated by [ brackets and stricken text ] and new language is indicated by bold underlining):
  - 2. Project. Recipient agrees to complete the Project in accordance with the terms and conditions of this Agreement; provided, however, that if the total amount of the Grant is not available solely because one or more of the conditions set forth in Sections [9(a)] 10(a) is not satisfied, Recipient will not be required to complete the Project.
  - 3. Agreement Documents. This Agreement consists of this Agreement and Exhibit A (Project Requirements), Exhibit B (Payment Request and Certification), and Exhibit C (Reporting Requirements) that are attached hereto and by this reference incorporated herein. 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 will control. The documents comprising this Agreement are listed in the first sentence of this Section [2] from highest to lowest precedence.
  - 6. Disbursements; Expenses.
  - a. This is an expense reimbursement Grant. Disbursements for reimbursement of expenses, including travel and travel related expenses (if authorized), will be made only in accordance with the schedule and requirements contained in Section[s] 5 [and 5A] and subject to the conditions set forth in Section 7. Payments will be based on reimbursement of actual Project expenses authorized by this Agreement. Supporting documentation must be provided for expenses for which reimbursement is claimed and for all match expenses reported. This includes but is not limited to: documentation of personal services costs and the payment thereof; copies of paid contractor invoices; and copies of paid invoices for equipment; and receipts for lodging, airfare, car rental, and conference registration, when applicable.
  - c. Notwithstanding Sections [4(a) and 4(b)] **6a** and **6b** above and the reimbursement provisions of Section [4A] 7 below, DEQ may, in its sole discretion and upon such terms and conditions as it may determine and in order to address Recipient cash flow issues that are otherwise an impediment to Project implementation, disburse Grant moneys to Recipient to finance a Project activity directly rather than as reimbursement of expenditures made by Recipient to conduct that activity. The terms and conditions that DEQ may impose on such advance disbursement may include, but are not necessarily limited to, submission of an appropriate invoice, subsequent submission of documentation of the expenditure of the Grant moneys and the conditioning of future disbursement of Grant moneys on compliance with the terms and conditions of the advance disbursement.
  - 10. Conditions Precedent to Each Disbursement. DEQ's obligation to disburse Grant moneys to Recipient hereunder is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - c. Recipient's representations and warranties set forth in Section [6] **9** is true and correct on the date of disbursement with the same effect as though made on the date disbursement.

- d. Recipient is not in default under Section [31] 20.
- 13. Reporting. Recipient shall submit reports on the Project as described in Exhibit A. DEQ may withhold payments until it receives and approves the required reports. The reports must be submitted to DEQ's Grant Administrator and may be submitted electronically. All reports must contain the information outlined in Exhibit C. Recipient shall immediately notify DEQ of any development that significantly impacts the activities funded by this Agreement, including any change in the truth or accuracy of the representations and warranties set forth in Section [6] 9 and any delay or adverse condition that materially impairs Recipient's ability to meet the objectives of the Agreement. This notification must include a statement of the action Recipient has taken or intends to take to minimize or mitigate the impact of the situation, along with any assistance Recipient may require to do so.
- 19. Termination.
- a. DEQ may terminate this Agreement effective upon written notice to Recipient, or at such later date as may be established by DEQ in such notice, (i) if DEQ fails to receive sufficient funding, appropriations, limitations, allotments or other expenditure authority to allow DEQ, in the reasonable exercise of its administrative discretion, to make payments under this Agreement, (ii) if there is a change in federal or state laws, rules, regulations, or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (iii) in accordance with Section [18] 20.
- 21. Remedies Upon Default. If Recipient's default under Section [17(a) or 17(b] 20(a) or 20(b) is not cured within fifteen (15) days of written notice thereof to Recipient from DEQ (or such longer period as DEQ may authorize in its sole discretion), or if there is a default by Recipient under Section [17(c) or 17(d)] 20(c) or 20(d), DEQ may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant amount, payment of any interest earned on the Grant amount, and declaration of ineligibility for the receipt of similar future awards. If, as a result of Recipient's default, DEQ demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon DEQ's demand.

# EXHIBIT A PROJECT BUDGET

	Grant Amount	Match Amount	Total
Personnel	[ <del>\$28,500</del> ] <b>\$0</b>	[ <del>\$23,000</del> ] <b>\$0</b>	[ <del>\$51,500</del> ] <b>\$0</b>
Professional Services	[ <del>\$10,000</del> ] <b>\$72,000</b>	[ <del>\$0</del> ] <b>\$23,200</b>	[ <del>\$10,000</del> ] <b>\$95,200</b>
Other Services and Supplies	[ <del>\$26,000</del> ] <b>\$0</b>	[ <del>\$200</del> ] <b>\$0</b>	[ <del>\$26,200</del> ] <b>\$0</b>
Capital Outlay (equipment, property, rolling stock, etc)	\$0	\$0	\$0
Travel (if applicable)	\$0	\$0	\$0
Participant Stipend	[ <del>\$7,500</del> ] <b><u>\$0</u></b>	\$0	[ <del>\$7,500</del> ] <b><u>\$0</u></b>
Indirect (Admin Fee)	\$8,000	\$0	\$8,000
TOTAL	\$80,000	\$23,200	\$103,200

- C. Counterparts. This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment shall constitute an original.
- D. Except as expressly amended above, all other terms and conditions of original agreement are still in full force and effect. Recipient certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Certification: The individual signing on behalf of Recipient hereby certifies and swears under penalty of perjury that: (a) Recipient is not subject to backup withholding because (i) Recipient is exempt from backup withholding, (ii) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Recipient that Recipient is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Recipient, s/he has authority and knowledge regarding Recipient's payment of taxes, and to the best of her/his knowledge, Recipient is not in violation of any Oregon tax laws (including, without limitation, the following pursuant to OAR 150-305.385(6)(B): "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and the elderly rental assistance program under ORS 310.657 and any local taxes administered by the Department of Revenue under ORS 305.620.; (d) Recipient is an independent Recipient as defined in ORS 670.600; and (e) the supplied Recipient data is true and accurate.

AGREED BY RECIPIENT:	
Cathleen B. Schwartz, Chair - Wasco County Board of Commissioners	Date
GREED BY DEQ:	
Brian Boling, Central Services Administrator - DPO	 Date

11150-71016-A20502



#### **MOTION**

**SUBJECT: Smoke Management Grant Amendment** 

I move to approve Amendment #1 to the DEQ Smoke Management Community Planning Grant Agreement #046-22.



# **DISCUSSION ITEM**

# **Climate Change Committee Resolution**

**STAFF MEMO** 

RESOLUTION 22-009

**MOTION LANGUAGE** 



#### **MEMORANDUM**

**SUBJECT: Climate Resiliency Committee** 

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: JUNE 28, 2022

#### **BACKGROUND INFORMATION:**

At their December 1, 2021, the Board was in consensus to move forward with a representative on a task force for climate change response. The resolution being presented today is based on a similar resolution adopted by the City of The Dalles at their June 27, 2022 Meeting and outlines the composition and purpose of the committee.



#### IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

#### IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF A RESOLUTION CONCURRING WITH THE MAYOR OF THE DALLES' APPOINTMENT OF A JOINT AD-HOC COMMITTEE TO MAKE RECOMMENDATIONS REGARDING CLIMATE RESILIENCY FOR THE CITY OF THE DALLES AND WASCO COUNTY

#### **RESOLUTION 22-009**

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

**WHEREAS,** the City Council of the City of The Dalles requested an ad-hoc committee regarding climate resiliency;

**WHEREAS**, the Wasco County Board of Commissioners agree a climate resiliency committee would be appropriate in service to the citizens of Wasco County;

**WHEREAS**, it is agreed the committee would consist of representatives from the Oregon Department of Forestry, Wasco County Soil and Water Conservation District, Wasco County, City Councilors and citizens representing the citizens at large; and

**WHEREAS,** the representatives must be from agencies serving Wasco County and/or the City of The Dalles and appointed with agreement of both the City Council of The Dalles and Wasco County Board of Commissioners.

#### NOW, THEREFORE, BE IT RESOLVED BY THE WASCO COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

Section 1. <u>Ad-hoc Committee Established</u>. The Joint Climate Resiliency Committee (**Committee**) is hereby established for the purpose of making recommendations to the City of The Dalles and Wasco County regarding climate resiliency.

Section 2. <u>Appointment of Committee Members</u>. The Committee shall be composed of the following nine (9) Members:

- Lisa Gambee, Wasco County, County Clerk;
- Tyler Stone, Wasco County, Administrative Officer;
- Scott Randall, City of The Dalles, City Councilor;
- Dan Richardson, City of The Dalles, City Councilor;
- Eric Hansen, City of The Dalles, Assistant Public Works Director;
- Brian Reel, Oregon Department of Forestry, Stewardship Forester;
- Ryan Bessette, Wasco County Soil and Water Conservation District, District Technician;
- Bruce Schwartz, Citizen
- Debi Ferrer, Citizen.

Section 3. <u>Meetings</u>. Members shall meet as necessary, at least once a month, for at least one (1) year from the Effective Date. A quorum of the Committee comprising at least five (5) Members is required to hold a meeting.

Section 4. <u>Duties</u>. The duties and responsibilities of the Committee shall be to:

- a. Provide recommendations to the City Council of the City of The Dalles and the Wasco County Board of Commissioners for possible regulations, programs, or policies regarding climate resiliency for the community; and
- Provide timely and periodic reports to the City Council of the City of The Dalles and Wasco County Board of Commissioners on the Committee's progress.

Section 5. <u>Sunset Clause</u>. The authority of the Committee shall end one (1) year from the Effective Date; provided, however, the Committee shall determine, before its final meeting, if an extension of the authorized term should be recommended to the City Council of the City of The Dalles and the Wasco County Board of Commissioners, and those governing bodies may then elect to mutually extend the authorized term accordingly.

Section 6. Effective Date. This Resolution shall be effective as of June 27, 2022.

PASSED AND ADOPTED THIS 27<sup>TH</sup> DAY OF JUNE, 2022.

DATED this 6<sup>TH</sup> day of July, 2022.

APPROVED AS TO FORM:	WASCO COUNTY BOARD OF COMMISSIONERS:
Kristen Campbell, County Counsel	Kathleen B. Schwartz, Commission Chair
	Steven D. Kramer, Vice Chair
	Scott C. Hege, County Commissioner



#### **MOTION**

**SUBJECT: Climate Resiliency Committee** 

I move to approve Resolution 22-009 concurring with the Mayor of The Dalles' appointment of a Joint Climate Resiliency Ad-Hoc Committee.



# **DISCUSSION ITEM**

# **USDA** Animal and Plant Health Inspection Service Work Plan

APHIS 2022/2023 WORK AND FINANCIAL PLAN-

**MOTION LANGUAGE** 



#### **MEMORANDUM**

**SUBJECT: APHIS Agreement** 

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: JUNE 28, 2022

#### **BACKGROUND INFORMATION:**

This is an annual agreement for which the \$5,000 expenditure was adopted through the 2022/23 budget process. While we contract with Belozer Enterprises for predator control, we have been using APHIS for nuisance control such as the birds at the landfill.

#### USDA APHIS WILDLIFE SERVICES WORK AND FINANCIAL PLAN

COOPERATOR: WASCO COUNTY
COOPERATIVE AGREEMENT NO.: 22-7341-5129-RA
ACCOUNT WBS: AP.RA.RX41.73.0144

**AGREEMENT DATES:** July 1, 2022 – June 30, 2023

AGREEMENT AMOUNT: \$5,000.00

Pursuant to Cooperative Service Agreement No. 18-7341-5129-RA between Wasco County and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work and Financial Plan defines the objectives, plan of action, resources, and budget for cooperative wildlife services program.

#### **OBJECTIVES/GOALS**

APHIS-WS objective is to provide professional wildlife management assistance to reduce or manage damage caused by ravens, coyotes, predatory animals, and other nuisance wildlife to protect property and human health and safety.

#### Specific goals are:

- 1. To provide direct assistance for Wasco County from wildlife conflicts or damage.
- 2. To provide direct assistance in the form of educational information.

#### PLAN OF ACTION

The objectives of the wildlife damage management program will be accomplished in the following manner:

1. APHIS-WS will provide technical assistance and or direct management at times and locations for where it is determined there is a need to resolve problems caused by wildlife. Management efforts will be directed towards specific offending individuals or local groups of animals. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.

<u>Technical Assistance</u>: Wildlife Services' personnel may provide verbal or written advice, recommendations, information, demonstrations, or training to use in managing wildlife damage problems. Generally, implementation of technical assistance recommendations is the responsibility of the resource/property owner.

<u>Direct Management:</u> Direct management is usually provided when the resource/property owner's efforts have proven ineffective and or technical assistance alone is inadequate. Direct management methods/techniques may include trap equipment, shooting, and other methods as mutually agreed upon.

- 2. APHIS-WS District Supervisor, Shane Koyle, in La Grande, Oregon, will supervise this project, (541) 963-7947. This project will be monitored by Jeffrey B. Flores, State Director, in Portland, Oregon, (971) 334-6151.
- 3. APHIS-WS will invoice Wasco County monthly for actual costs incurred in providing service, not to exceed \$5,000.00, provided there are billable expenses posted at the time of billing for the month of service. In some cases, the work is done during the period of performance, but expenses post outside of the agreement end date, resulting in a final invoice one month after the period of performance has ended.
- 4. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS-WS are due and payable within 30 days of the invoice date. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

#### **PROCUREMENT**

Wasco County understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged, or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

APHIS-WS Agreement Number: 22-7341-5129-RA APHIS-WS WBS: AP.RA.RX41.73.0144

#### STIPULATIONS AND RESTRICTIONS:

- 1. All operations shall have the joint concurrence of APHIS-WS and Wasco County, and shall be under the direct supervision of APHIS-WS. APHIS-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and regulations.
- 2. APHIS-WS will cooperate with the Oregon Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, Oregon Department of Transportation, Oregon Fire marshal's Office, county and local city governments, and other entities to ensure compliance with Federal, State, and local laws and regulations.
- 3. Wildlife Damage Management: A Work Initiation Document for Wildlife Damage Management (WS Form 12A), a Work Initiation Document for Wildlife Damage Management Multiple Resource Owners (WS Form 12B) or a Work Initiation Document for Management of Wildlife Damage on Urban Properties (WS Form 12C) will be executed between APHIS-WS and the landowner, lessee, or administrator before any APHIS-WS work is conducted.

#### **COST ESTIMATE FOR SERVICES:**

Salary, including possible overtime, benefits, vehicle, supplies, and material costs are charged at actual cost. The distribution of the budget for this work plan may vary as necessary to accomplish the purpose of this Agreement.

# AUTHORIZATION: Wasco County 511 Washington St. Suite 302 The Dalles, OR 97058 Representative, Wasco County TIN# 93-6002315 UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICES Jeffrey B. Flores, State Director, Oregon Date Keith Wehner, Director, Western Region Date

#### FINANCIAL PLAN

# For the disbursement of funds from Wasco - County

----

# to USDA APHIS Wildlife Services

for

Predator Management: coyote, bear, cougar etc.

from

7/1/2022

to

6/30/2023

Cost Element		Cost to Cooperator		Cost Share (Paid by Federal and		Full Cost	
			•	-	State)		
Personnel Compens	ation	\$	1,049.92	\$	187.20	\$	1,237.12
Travel		\$	-	\$	-	\$	-
Vehicles		\$	153.30	\$	20.80	\$	174.10
Other Services		\$	1,220.00	\$	-	\$	1,220.00
Supplies and Mater	ials	\$	1,509.15	\$	-	\$	1,509.15
Equipment		\$	-	\$	-	\$	-
Subtotal (Direct Charge	ges)	\$	3,932.37	\$	208.00	\$	4,140.37
Pooled Job Costs	11.00%	\$	432.56			\$	432.56
Indirect Costs	16.15%	\$	635.08			\$	635.08
Aviation Flat Rate							
Collection		\$	-			\$	
Agreement Total		\$	5,000.00	\$	208.00	\$	5,208.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed: \$5,000.00. The Cost Share amount is \$208.00. This is an estimate based on available State and Federal funding and may be adjusted accordingly.



#### **MOTION**

**SUBJECT: APHIS Agreement** 

I move to approve the USDA APHIS Wildlife Services Work and Financial Plan for 2022-2023.



# **DISCUSSION ITEM**

# **Appointments**

**STAFF MEMO** 

LOCAL PUBLIC SAFETY COORDINATING COUNCIL

**BAKEOVEN WATERSHED COUNCIL** 



#### **MEMORANDUM**

**SUBJECT: Appointments** 

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: JUNE 28, 2022

#### **BACKGROUND INFORMATION:**

**LPSCC** All of three appointments are for at-large members. While statute dictates specific representatives to serve on the Local Public Safety Coordinating Council, it does not limit the number of at-large representatives that may be appointed. Wasco County appoints statutorily required positions to 3-year terms and at-large positions to 1-year terms. You will find applications for 2 of the 3 applicants in the Board Packet; Daniel White, NORCOR Juvenile Director, replaces Jeff Justesen who previously held that position (retired) and served in an at-large position on the Council. Mr. White's appointment will complete Mr. Justesen's term which goes through the end of this year. All three appointments were recommended by the Council at their June 7<sup>th</sup> meeting.

<u>Bakeoven Watershed Council</u> is the youngest of the watershed councils and has the fewest members -3. They welcome the addition of Ms. Ashley to the Council, approving a recommendation for her appointment at their March meeting.



### **APPOINTMENTS**

# **Local Public Safety Coordinating Council (LPSCC)**

**TOM MCCOY LPSCC APPLICATION** 

ORDER 22-028 APPOINTING TOM MCCOY TO LPSCC

**TED FRANKS APPLICATION** 

ORDER 22-029 APPOINTING TED FRANKS TO LPSCC

ORDER 22-030 APPOINTING DANIEL WHITE TO LPSCC

**MOTION LANGUAGE** 



# INFORMATION AND QUALIFICATION FORM

#### **Wasco County Local Public Safety Coordinating Council (LPSCC)**

VOLUNTEER POSITIONS WASCO COUNTY, OREGON

#### **BACKGROUND**

The Wasco County LPSCC is appointed by the Board of County Commissioners to develop and recommend to the Board of County Commissioners a plan for the of state resources to serve the local offender population, and a plan to provide for the coordination of community-wide services involving prevention, treatment, education, employment resources and intervention strategies, and coordinate local criminal justice policy among affected criminal justice entities.

# APPLICATION Are you applying to fill a: Regular Position Alternate Position Provide personal qualifications for this specific volunteer position. Supplementary information may be attached. Do not provide confidential information. Name: Tom McCoy Address Phone (Work) E-mail address: Signature: Tom M Coy Date: Ala | Ala

Education (school, college, training, apprenticeships, de	egrees, etc.)
The Dalles High School	Date(s): graduated
Whitman College	Date(s):
Harvard College	Date(s):
Stanford Univerity	Date(s): Ph. D. economics
Experience (work, volunteering, leadership roles, achie	evements etc.)
Sherman Co. Commissione	Date(s): 2013 - 2020
NORCOR Board	Date(s): 2013 - 2020
MCCEL Board	Date(s): 2016-2020
	Date(s):
General Comments/Additional Relevant Information	
I served on the s	herman County
I served on the S LPSCC for three you	pars 2017-2002
J	

Attention: LPSCC Chair

Wasco County

511 Washington Street, Suite 101

The Dalles OR 97058 (541) 506-2520 (541) 506-2551 (fax)

Send completed form to:



#### IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

#### IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF TOM MCCOY TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

#### **ORDER #22-028**

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 governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Tom McCoy is willing and is qualified to be appointed to the Wasco County Local Public Safety Coordinating Council to a Lay Person Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Tom McCoy be and is hereby appointed to the Wasco County Local Public Safety Coordinating Council in an at-large position for a term to expire on December 31, 2022.

DATED this 6<sup>th</sup> day of July, 2022.

APPROVED AS TO FORM:	WASCO COUNTY BOARD OF COMMISSIONERS
Kristen Campbell, County Counsel	Kathleen B. Schwartz, Commission Chair
	Steven D. Kramer, Vice-Chair
	Scott C. Haga, County Commissioner



# INFORMATION AND QUALIFICATION FORM

# Wasco County Local Public Safety Coordinating Council (LPSCC)

#### **VOLUNTEER POSITIONS** WASCO COUNTY, OREGON

#### BACKGROUND

APPLICATION

The Wasco County LPSCC is appointed by the Board of County Commissioners to develop and recommend to the Board of County Commissioners a plan for the of state resources to serve the local offender population, and a plan to provide for the coordination of community-wide services involving prevention, treatment, education, employment resources and intervention strategies, and coordinate local criminal justice policy among affected criminal justice entities.

## Are you applying to fill a: Regular Position Alternate Position

AND DESCRIPTION OF THE PROPERTY OF THE PROPERT		llifications for this s mation may be atta	Sand and the Company of the Company	The state of the s	ntial information.
Name:	Ted	Frank			
Address:			, The D	Palles OR	97058
Phone (ho	ome)		Phone (wor	-k)	
E-mail add	dress:				
Signature	: <b>F</b>				
Date: 4	1-5-	ZOZZ Numb	er of years as a	Wasco County	resident: 62
1000	Contraction of the Contraction o	? Desired contrib		7	
Co	nnect	with Native	Youth and	d connect	them with
60	th their	r native cul	ture and	better a	opportunities,
+	contribu	ate to the c	ommunity.		

Education (school, college, t	training, apprenticeships, degrees, etc.)
Chomawa Boardi	ing School, Salem OR Date(s): - HS diplome
Craci	)
	Date(s):
	Date(s):
	_Date(s):
Experience (work, volunteer	ring, leadership roles, achievements etc.)
Elder W/ Warms !	Springs at Lone Pine Date(s): 2021 - present
Home care, ca	re giving village Date(s): 1988
Lumber work -	re giving Date(s): 2021 - present  village  Date(s): 1988  Warm Springs Mill Date(s): 1987-1995
	Date(s):
General Comments/Addition	nal Relevant Information
	elder with the Yakama Nation.
	ork with our Native community to improve
	particularly at the Lone Pine Village.
Tiving conditions,	partieurity at the zone that thinge.
Send completed form to:	Wasco County
	Attention: LPSCC Chair
	511 Washington Street, Suite 101 The Dalles OR 97058
	(541) 506-2520

(541) 506-2551 (fax)



#### IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

#### IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF TED FRANKS TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

#### **ORDER #22-029**

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 the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Ted Franks is willing and is qualified to be appointed to the Wasco County Local Public Safety Coordinating Council to a Lay Person Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Ted Franks be and is hereby appointed to the Wasco County Local Public Safety Coordinating Council in an at-large position for a term to expire on December 31, 2022.

DATED this 6<sup>th</sup> day of July, 2022.

APPROVED AS TO FORM:	WASCO COUNTY BOARD OF COMMISSIONERS
Kristen Campbell, County Counsel	Kathleen B. Schwartz, Commission Chair
	Steven D. Kramer, Vice-Chair
	Scott C Haga County Commissioner



#### IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

#### IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF DANIEL WHITE TO THE WASCO COUNTY LOCAL PUBLIC SAFETY COORDINATING COUNCIL

#### **ORDER #22-029**

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 the governing body of Wasco County, Oregon, is required by ORS 423.560 to appoint individuals to represent specific areas on the Wasco County Local Public Safety Coordinating Council; and

IT FURTHER APPEARING TO THE BOARD: That Jeff Justesen held an at-large position on the Council in his capacity as NORCOR Juvenile Director; and

IT FUTHER APPEARING TO THE BOARD: That Daniel White currently serves as the NORCOR Juvenile Director; and

IT FURTHER APPEARING TO THE BOARD: That Daniel White is willing and is qualified to be appointed to the Wasco County Local Public Safety Coordinating Council to a Lay Person Position on said Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Daniel White be and is hereby appointed to the Wasco County Local Public Safety Coordinating Council in an at-large position to complete the term of Jeff Justesen, said term set to expire on December 31, 2022.

DATED this 6<sup>th</sup> day of July, 2022.

APPROVED AS TO FORM:	WASCO COUNTY BOARD OF COMMISSIONERS
Kristen Campbell, County Counsel	Kathleen B. Schwartz, Commission Chair
	Steven D. Kramer, Vice-Chair
	Scott C. Hege, County Commissioner



#### **MOTION**

**SUBJECT: LPSCC Appointments** 

I move to approve Orders 22-028, 22-029 and 22-030 appointing Tom McCoy, Ted Franks & Daniel White to the Local Public Safety Coordinating Committee.



# **APPOINTMENTS**

#### **Bakeoven Watershed Council**

**VICKI ASHLEY APPLICATION** 

ORDER 22-031 APPOINTING VICKI ASHLEY TO BAKEOVEN WSC

**MOTION LANGUAGE** 



# INFORMATION AND QUALIFICATION FORM

#### **Watershed Councils**

VOLUNTEER POSITIONS WASCO COUNTY, OREGON

#### BACKGROUND

The Wasco County Soil and Water Conservation District created watershed councils as a means of identifying and addressing the resource concerns of those living within the area. The watershed councils are a way to focus manpower and resources on natural resource issues within the watershed as a whole.

#### APPLICATION

Provide personal qualifications for this specific volunteer position.

Supplementary information may be attached. Do not provide confidential information.

For which Council are you applying?	
☐ 15-Mile ☐ The Dalles ☐ White River ☐ Mosier ☐ Dakeover	
Name: Vicki ashley	_
Address: Rd., Maupin OR 970.	37
Phone (home) Phone (work)	
E-mail address:	
Signature: Dicke Willey	
Date: 3/29/2022 Number of years as a Wasco County resident: 38	
Your objectives/goals? Desired contributions and accomplishments? To dulp 1	رف
Bakeoven area to be a trable watershe	d

Approximate hours/week av	ailable for this commitment? what over us who
Comments:	
Education (school, college, to	raining, apprenticeships, degrees, etc.)
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Dusco Courty	
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General Comments/Addition	nal Relevant Information
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harch Ric	e to stay surrent or new
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THE STATE OF THE S	
Send completed form to:	Wasco County
	511 Washington Street, Suite 101
	The Dalles OR 97058 (541) 506-2520
	(541) 506-2520 (541) 506-2551 (fax)



#### IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

#### IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF VICKI ASHLEY TO THE BAKEOVEN/BUCK HOLLOW WATERSHED COUNCIL

#### **ORDER #22-031**

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 Bakeove/Buck Hollow Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Vicki Ashley is willing and is qualified to be appointed to the Bakeoven/Buck Hollow Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That the Bakeoven/Buck Hollow Watershed Council members have recommended Vicki Ashley for appointment.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Vicki Ashley be and is hereby appointed to the Bakeoven/Buck Hollow Watershed Council for a term to expire on December 31, 2025.

DATED this 6<sup>th</sup> day of July, 2022.

APPROVED AS TO FORM:	WASCO COUNTY BOARD OF COMMISSIONERS
Kristen Campbell, County Counsel	Kathleen B. Schwartz, Commission Chair
	Steven D. Kramer, Vice-Chair
	Scott C Hege County Commissioner



### **MOTION**

**SUBJECT: Watershed Council Appointment** 

I move to approve Order 22-031 appointing Vicki Ashley to the Bakeoven/Buck Hollow Watershed Council.



## **CONSENT AGENDA**

MINUTES: 6.1.2022 REGULAR SESSION & 6.21. 2022 SPECIAL SESSION

**BOCC Regular Session: 7.6.2022** 



# WASCO COUNTY BOARD OF COMMISSIONERS REGULAR SESSION

**JUNE 1, 2022** 

Room 302, Wasco County Courthouse

This meeting was also held on Zoom

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

or call in to 1-253-215-8782 Meeting ID: 3957734524#

PRESENT: Kathy Schwartz, Chair

Steve Kramer, Vice-Chair

Scott Hege, County Commissioner

STAFF: Kathy Clark, Executive Assistant

Tyler Stone, Administrative Officer

Chair Schwartz opened the session at 9:00 a.m. Changes to the Agenda:

 Remove Martin Underhill's reappointment to the 15-Mile Watershed Council from the Consent Agenda.

### Discussion Item - Land Auction

County Assessor/Tax Collector Jill Amery reviewed the memo included in the Board Packet. She reported that auction attendance was smaller than usual but she is starting to see consistency in who is attending the auctions. There were three properties being auctioned; one, located on Reservoir Road, was sold. The two unsold properties are oddly shaped lots in Maupin. An interested contractor would like to buy them together so they could be combined into a more developable site. As allowed in our policy, she will move forward with a sealed bid process where the two lots will be sold as a unit. This gives us the best chance to get the property developed and on the tax rolls. She concluded by saying she will need signatures on a deed for the Reservoir Road property.

Commissioner Hege asked if the Maupin lots are currently buildable. Ms. Amery replied affirmatively, saying that their odd shapes make development of a single level dwelling difficult considering the setback requirements. Vice-Chair Kramer commented that it is a good idea to combine the lots for development.

\*\*\*The Board was in consensus to sign the Reservoir Road deed and move the closed bid process forward for the Maupin properties.\*\*\*

Commissioner Hege asked why there was less attendance this year. Ms. Amery

replied that the Reservoir Road property is in bad shape; the Maupin properties have the challenge of shape. There just was not a lot of interest in the challenging properties.

Commissioner Hege asked if it was a live auction. Ms. Amery said that they held the auction outside in the parking lot behind Youth Services.

Commissioner Hege asked how other counties are dealing with foreclosed properties. Ms. Amery answered that most processes are similar, although some hold auctions virtually. She added that she is going to a real estate conference next week where a lot of issues will be discussed.

Commissioner Hege asked when the next auction would take place. Ms. Amery explained that they take deeds in September and try to hold an auction by June 1<sup>st</sup> of the following year. There can be more than 100 properties in the foreclosure pipeline but most are resolved in the 2 year redemption period; many people wait until the last minute. There was a program to help people but it has been sunsetted; she is hopeful there will soon be another to take its place.

### Discussion Item – Burn Ban/Drought Declaration/Fireworks Ban

Ms. Clark explained that the burn ban order is historically passed to coincide with the local fire authorities' annual ban. This year their ban will begin on June 15<sup>th</sup> and end in the fall based on rainfall and vegetation. The County's ban is for unincorporated areas and ends in conjunction with the Fire Districts' ban. She went on to say that she provided information in the packet to support both the drought declaration and fireworks ban. The County is already on the federal drought map in varying states of drought throughout the county.

Chair Hege asked if we have heard from the Soil and Water Conservation District regarding the drought declaration as we often rely on other agencies to tell us when to declare a drought. Ms. Clark replied that she has not heard from them. Vice-Chair Kramer noted that the drought declaration is just the start of the process which will now go to the State.

Commissioner Hege asked when the ban on fireworks will end. Ms. Clark replied that it ends at the same time the burn ban ends. She added that the State has regulations that restrict the use of fireworks during most of the year.

{{{Vice-Chair Kramer moved to approve Order 22-023 declaring a ban on burning in Wasco County, Oregon. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve Resolution 22-008 declaring and requesting to declare a state drought emergency for Wasco County, Oregon. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

{{{Vice-Chair Kramer moved to approve Resolution 22-007 declaring a local state of emergency in Wasco County as a result of drought conditions and declaring a ban on the use of fireworks. Commissioner Hege seconded the motion which passed unanimously.}}

Vice-Chair Kramer noted that other jurisdictions have also banned the sale of fireworks; we might flag that for future consideration.

### Discussion Item - Wildlife Services Contract Amendment

Ms. Clark explained that the contract with Jon Belozer will soon expire. Staff recommends extending it through the busy season. Staff will need to perform due diligence early next year to reach out to other service providers for quotes. Extending Mr. Belozer's agreement through March of 2023 will allow staff to start the process in January and be prepared to extend, renew or sign with another contractor by the time the extension expires.

Vice-Chair Kramer noted that there is still a 2021 date reference in the amendment that will need to be corrected.

{{{Vice-Chair Kramer moved to approve Amendment 1 to Belozer's Enterprises LLC Personal Services Contract as corrected. Commissioner Hege seconded the motion which passed unanimously.}}}

## Discussion Item - MCCFL Letter of Support

Ms. Clark explained that the last paragraph of the letter has been revised to read as follows: "Wasco County is invested in the success of MCCFL and the clients they serve. We ask that you reconsider your decision to de-certify them in light of the nationwide staffing challenges they face and with the assurance they continue to diligently strive to fill all positions. We fully support their efforts to provide the highest quality of mental health services in our community and ask that you stand with us as a partner in those efforts."

Chair Hege reported that a letter has been sent to MCCFL notifying them that the decertifying process has been placed on hold. That put into question whether or not we should be sending the letter included in the packet; however, he concurs with Mr. Stone that the letter demonstrates our support and should be sent.

\*\*\*The Board was in consensus to send the ACT certification process letter of support for MCCFL as revised.\*\*\*

### Consent Agenda – 5.18.2022 Minutes/Reappointments

{{{Commissioner Hege moved to approve the Consent Agenda with the exception of Order #22-016 Reappointing Martin Underhill to the 15-Mile Watershed Council. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Commissioner Hege asked why Mr. Underhill was not being reappointed. Ms. Clark explained that the Council did not support the reappointment as Mr. Underhill has not attended meetings for more than a year and has not responded to communications. She speculated that he may have moved out of the area or for some other reason was not able to attend/respond.

At 9:25 a.m. Chair Schwartz recessed the Regular Session to open meetings for the Library Service District and the 4H & Extension Service District.

The Regular Session resumed at 9:50 a.m.

## Agenda Item - Body Cam Purchase

Chief Deputy Scott Williams explained that they received three quotes for body camera systems and are recommending the Harbor Technology vendor. It will be \$73,000 for 5 years and will include cloud storage and new cameras every 18 months. Body cameras are not yet mandatory but the Sheriff's Department expects that to happen in the not too distant future. Not only do the cameras provide transparency for the public but the system helps protect deputies and provides evidence for the courts. He said they have worked with the Wasco County Law Enforcement Association (WCLEA) to develop policy around the system; they support the program. He said it is a cheap investment; about 5 years ago this system would have cost about \$500,000 – as use has become more common, the price has come down.

Commissioner Hege asked if there are grant funds available for this program. Chief Deputy Williams replied that it is not being purchased with grant funds.

Commissioner Hege asked how the cameras work. Chief Deputy Williams explained that the cameras are activated by touching a button. You would not want the camera, which is worn on the chest of the deputy, to run all the time – not only are there privacy issues but you would not want to record during bathroom breaks, lunch breaks, etc. You can also have triggers set to activate the camera such as sudden acceleration or deceleration. The recording can be

paused when appropriate; for instance, during discussions with fellow deputies or the DA.

Chair Hege asked if there is policy for the program. Chief Deputy Williams stated that they developed a policy based on Jefferson County's policy and in conjunction with WCLEA.

Vice-Chair Kramer said that he is pleased with the vendor selection and fully supports the program.

Chair Schwartz asked how the deputies feel about this new technology; she also asked if the deputies would be trained on use of the system. Chief Deputy Williams replied that there will be training, although it is brief. The union had input and supports the program; any issues have been resolved. He reported that one deputy has expressed excitement about the program as it will make writing reports much easier.

### Agenda Item – Wasco County Budget Hearing

At 10:00 a.m. Chair Schwartz opened a public hearing to consider the adoption of the 2022-2023 Wasco County Budget. She explained the process to be followed and turned to Finance Director Mike Middleton to present the budget.

Mr. Middleton said that the budget presented today was approved by the Wasco County Budget Committee which adopted one change to the proposed budget: the addition of a Public Information Officer position. That addition did not change the overall budget. He noted that the final paragraph of the budget resolution contains figures from a previous budget and will be updated to match the budget motion, which has the correct figures, prior to Board signatures.

Chair Schwartz asked for public comment. Ms. Clark stated that no written comments have been submitted.

Chair Schwartz closed the public hearing at 10:03 a.m.

{{{Commissioner Hege moved to adopt resolution #22-004, as corrected, adopting the 2022-2023 fiscal year budget for Wasco County with a total appropriation of \$79,911,427 and approving the tax rate of \$4.2523 per \$1,000 of assessed value – all subject to the general government limitation. Vice-Chair Kramer seconded the motion which passed unanimously.}}

## Agenda Item – FY2022 Budget Adjustment

Mr. Middleton explained that he wants to use some contingency for the upcoming Fair. When the budget was built last year, we did not know what the

Fair would look like in light of the ongoing pandemic. The 2022 Fair turned out to have a lot of attendance with the gate receipts up from \$100,000 to \$108,000. He said he wants to move \$15,000 out of contingency and into contracting services for the Fair. This resolution will keep us compliant with accounting practices.

Vice-Chair Kramer thanked Mr. Middleton for being proactive; he said he does not see any issues.

{{{Vice-Chair Kramer moved to approve Resolution 22-003 increasing expenditures and revenue appropriations within a fund. Commissioner Hege seconded the motion which passed unanimously.}}}

## Agenda Item - Homeland Security Grant Update

Emergency Manager Sheridan McClellan explained that the \$32,000 received through this grant was used to purchase 50 pagers for EMS and Volunteer Fire departments as well as 6 radios – 4 for the Sheriff's Department and 2 for the City of The Dalles Police Department. All items have been received and the grant is closed out.

Chair Schwartz noted that the documents included in the packet are not related to the grant Mr. Sheridan is presenting; they appear to be documents from a previous grant closeout. Mr. Sheridan apologized saying that he would send the correct documents to be included in the record.

### Agenda Item - SPIRE Grant Application

Mr. McClellan explained that this is for incident response equipment through Oregon Emergency Management. He said that he has reached out to partner agencies to assess needs. Communication is spotty in some areas of the county. We will be applying for a vehicle that can serve both as an incident command center and a repeater site to boost signals in remote areas. Although the vehicle will be housed and maintained by Wasco County, it will be available for use by the State Police, Oregon Department of Forestry, Sherman and Hood River Counties.

Chair Schwartz explained that SPIRE stands for State Preparedness and Incident Response Equipment.

Commissioner Hege asked about the costs. Mr. McClellan replied that the grant will cover the purchase price; ongoing costs will include maintenance and insurance.

Vice-Chair Kramer expressed his support for the application.

Chair Schwartz said this looks like a great opportunity and is the best fit for our

needs.

\*\*\*The Board was in consensus for the Emergency Manager to move forward with the SPIRE Grant application.\*\*\*

### Agenda Item - Jefferson County Ambulance Service Area Agreement

Mr. McClellan reviewed the memo included in the Board Packet, explaining that Jefferson County EMS and Jefferson County Fire District are merging which will nullify our current agreement with Jefferson County EMS. We need an agreement with the new entity to provide services through the end of the year when we expect to have a new ordinance in place that will drive new agreements with all ambulance service areas.

Chair Schwartz asked if both merging entities are volunteer. Mr. McClellan replied that they are both taxing districts.

Chair Schwartz asked if the services provided will be the same. Mr. McClellan answered that they will, but with a bigger budget.

Chair Schwartz asked if the merger is complete. Mr. McClellan responded that the merger will be complete on July 1, 2022, which is when the agreement will be in effect.

{{{Commissioner Hege moved to approve the Wasco County Ambulance Service Area IGA to Provide Ambulance Services to ASA #5 – South County. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

## Agenda Item - Natural Hazards Mitigation Plan Grant Application

Planning Director Kelly Howsley-Glover explained that our Natural Hazard Mitigation Plan has to be updated on a 5-year cycle. Our last update was approved in 2019 and staff is already meeting to be prepared for the 2024 update. Staff has the capacity and experience to do the update internally but continue to meet with the steering committee for input. This grant application will fund the work necessary to do the update.

Chair Schwartz commented on the amount of work that went into the 2019 update. She asked if there will be any major changes to that plan. Ms. Howsley-Glover replied that we have made progress on some of the action items outlined in the 2019 plan; we are doing a landslide hazard update which will be included in the new plan and updates to the LIDAR floodplains map. Mr. McClellan will be helping with outreach to the small cities to improve opportunities for them to receive grant funding.

Chair Schwartz asked if the small cities will be included in the Steering

Committee. Ms. Howsley-Glover responded affirmatively.

{{{Commissioner Hege moved to approve the letter of support and Agent Designation Resolution for the Hazard Mitigation Grant Program application. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Vice-Chair Kramer thanked Ms. Howsley-Glover for her guidance and leadership. Ms. Howsley-Glover commented that Mr. McClellan flagged this early on and she appreciates his participation in the process.

### Agenda Item - Road Vacation Report

Public Works Director Arthur Smith reviewed the memo included in the Board Packet. He noted that these are roads that have only existed on paper. The developers intend to replat to take advantage of the existing roads; this is common for an update. Today's action is to adopt the order directing him to prepare a report.

Commissioner Schwartz asked what the zoning is for this area. Mr. Smith said he does not know but that may be included in the report. The vacation does not give the petitioner any rights; it simply erases the line of what was platted many years ago, giving them a clean slate.

Ms. Howsley-Glover said that they are zoned in the National Scenic Area for R5 and A1.

Chair Hege asked if the lots currently platted are legal lots. Ms. Howsley-Glover responded that she believes they are proposing to replat to increase the size of the lots and looking at an extension of City services to preserve some of the land for residential purposes. Right now, they are just looking to increase the lot size. There are questions about sewer and water that may impact the lots buildability now and in the future. Staff is working with them on the replat.

Mr. Smith said that some of the work will be done to answer these questions in the report. The petitioners own all the surrounding property. It will be difficult to get utilities as there is a lot of rock there; it can be done, but it will be expensive.

{{{Commissioner Hege moved to approve Order 22-022 directing the Public Works Director to prepare a report on the proposed vacation of certain roads and portions of roads located within the Columbia Crest Additions North of Cherry Heights Road, The Dalles, Oregon; Sections 4 & 5, Township 1 North, Range 13 East, Willamette Meridian. Vice-Chair seconded the motion which passed unanimously.}}

Mr. Smith reported that Oregon Trail Rally held an event in Wasco County on May 22<sup>nd</sup>; it was one of their most successful rallies and advertising from local businesses was great. It has become a high level professional event which is beneficial for Dufur and surrounding areas. He said he received no complaints following the event.

Vice-Chair Kramer said it is great to have buy-in from the local residents and businesses; it is a great event for the area.

Commissioner Hege asked how the roads looked afterward. Mr. Smith replied that they inspected and he made some requests for them to add gravel; they did so to our satisfaction. They blade the roads following the event; he said he has no complaints.

Commissioner Hege said he took a noise complaint last year but has heard nothing this year. The participants are world class drivers; it is great to have the event here.

Vice-Chair Kramer stated that Dufur Recreation District rents the park to them and city businesses all benefit from the event.

Commissioner Hege commented that we look at the big picture and benefits to the community. Sometimes people are briefly inconvenienced, but that does not mean we will shut it down. Mr. Smith concurred, saying that as long as we have support from the residents along the route and the organizers continue to proceed professionally, he will support it.

Chair Schwartz asked if you can hear it from town. Mr. Smith said he does not think so. He added that this event is 2<sup>nd</sup> or 3<sup>rd</sup> in terms of points for the sport.

Mr. Smith announced that on June 21<sup>st</sup>, 22<sup>nd</sup> and 23<sup>rd</sup>, his crew will be assisting the City of The Dalles to do some chip sealing. He said that chip seal oil has not doubled in price as have some of the other road maintenance/construction supplies.

Commissioner Hege asked if we do any asphalting. Mr. Smith replied that we only do some patching – the hot mix is twice the cost it was.

Commissioner Hege asked the status of the Bakeoven project. Mr. Smith answered we are co-signers on the FLAP agreement which will improve the intersection, bridge, etc. He said he thinks he has convinced them that paving needs to be part of that project. He will continue to monitor the project.

## Agenda Item - Household Hazardous Waste Program Updates

Tri-County Hazardous Waste and Recycling Program Outreach and

Communications Assistant Morgaine Riggins reviewed the presentation included in the Board Packet. She said that they get a lot of questions about where to take recyclable materials; the Waste Wizard helps with that. She went on to demonstrate how the application works.

Commissioner Hege said he just did a quick search for electrical ballasts with no results. Ms. Riggins said that can be added. Vice-Chair Kramer said that you can also preregister for a recycle event and take them there. He said that last event had to be cancelled due to COVID.

Chair Schwartz asked what the difference is between the app and the website. Ms. Riggins explained that you can only use the app through the website – it is not available as a mobile app.

Further discussion ensued regarding recyclable items. Vice-Chair Kramer reminded everyone that #1 and #2 plastic bottles can be recycled – the lids are not recyclable. He thanked Ms. Riggins for the outstanding work she does for the program. He said the Waste Wizard app is new; we should have some data to review next year. He noted that the Truth in Labeling Task Force will submit its final report to the legislature today.

## Agenda Item - Network Infrastructure Upgrades

Mr. Burke reviewed the memo included in the Board Packet, saying that this is phase 2 for acquisition of hardware. This is what everything in the system, including the phones, connects to for internal and external communications. The current network was built 15 years ago and is aging. Over that time, many different maintenance tasks in the system help illustrate the current systems limitations. Recently conducted audits found that this upgrade will address many of the audit findings. The new network will offer greater efficiency, stability and security. He said his guiding vision is to resolve all audit findings; his team will develop a maintenance plan to keep the fidelity of the system for the long term. He concluded by saying they did the research to make sure we are getting a competitive price.

Commissioner Hege asked if this purchase is being made with some of the ARPA funding. Mr. Burke replied affirmatively.

Commissioner Hege commented that having a network that is secure is very important; spending these funds to do that is an important element. Mr. Burke said he wants to highlight that this is focused around modern security practices with scalability to allow the flexibility needed to adjust to new threats and circumstances as well as advances in technology.

Mr. Stone added that it is important to get this done before we take on services for other entities.

{{{Commissioner Hege moved to approve the Technology Integration Group network upgrade quote as presented. Vice-Chair Kramer seconded the motion which passed unanimously.}}

### Agenda Item - Annual Insurance Report

Stratton Insurance Agency Agent Breanna Wimber reviewed the materials included in the Board Packet. Ms. Wimber stated that it is mostly the same as last year. She reported that she met with department directors to make sure the information being provided is current. The CIS policy includes cyber security; last year Wasco County opted for an outside policy and she is working with Mr. Burke to identify a policy for this year. When an outside vendor is engaged for that coverage, we will drop it from the CIS policy.

Commissioner Hege asked if Columbia Basin is part of the quoted premium. Ms. Wimber replied that it is; however, Wasco County bills Columbia Basin for their portion of the costs.

Ms. Wimber went on to say that Wasco County's modification factor had a jump last year but is trending positive this year -1.24, down from 1.31. She said she expects a dividend to be paid this year; it is generally done in the fall.

Commissioner Hege observed that the rates are dramatically different between jobs. Ms. Wimber explained that it reflects the risks of the work being done.

Chair Schwartz called a recess at 11:27 a.m.

The session reconvened at 1:33 p.m.

## Agenda Item - Goldendale Energy Storage Project Update

Michael Rooney of Rye Development reviewed his slide presentation (attached) outlining the project and timeline for completion. He said that this will be a closed loop storage facility in an energy overlay zone in Klickitat County, Oregon, producing 1,200 megawatts for 10 hours. As our region moves toward 100% renewable energy, these projects will be the cornerstone.

Mr. Rooney said that part of the project will be a significant clean-up of the aluminum smelter site. The project's upper reservoir will be near a wind farm; the lower reservoir will be near the smelter site which is not too far from the substation. To produce an equivalent amount of energy, a wind farm would require 7,000 acres and a solar farm would require 50,000 acres. Each reservoir is 60 acres.

Mr. Rooney reported that currently the project is undergoing review from the Washington State Department of Ecology; that is going well. They expect an impact statement by June 6<sup>th</sup>. He stated that they hope to have commercial operations by 2029 or 2030. It is a \$2.5 billion project; they have signed an MOU with the trades under a labor agreement and hope to provide 3,000 family wage jobs over the 4-year construction period. Given the long construction timeline, people could join the project as apprentices and achieve journeyman status by project end.

Mr. Rooney stated that the Washington impact statement will open a 45-day comment period. He said they would welcome comments from the Board.

Commissioner Hege asked where the water will come from. Mr. Rooney replied that they will be a customer of the local utility.

Commissioner Hege noted that 1,200 watts is significant; he asked if there will be multiple turbines. Mr. Rooney responded that they are still working through the final engineering, but the current plan is for 3 reverse pump turbines. He said they want long term solutions for summer and winter peaks; storage is a critical need for what is next. If you look at the amount of power that is being curtailed, there are certain points in the day that could be utilized to charge the facility.

Commissioner Hege asked what the cost is between this system and battery storage. Mr. Rooney said they are seeing increases in cost around batteries. The lifespan of a battery is approximately 15 years; the lifespan of this project is up to 100 years. In the short term, the economics get skewed; but if you look at it in the long term it is beneficial.

Chair Schwartz asked if there is opposition to the project. Mr. Rooney replied that there is some push back from the Yakima Tribe and the developers are open to dialog and working with them. Largely, the project has support at the state level; legislation recognized this project as a statewide benefit. It also has good local political support. The process allows all of the stakeholders to be heard.

Chair Schwartz asked if there are other projects like this in the west. Mr. Rooney they did something similar in the 1990s as overload storage for a nuclear facility that was to run around the clock. Rye has one in Klamath County that will produce 400 megawatts and will break ground in the next year – that should pave the way for the Goldendale Project. There are also projects like this in Japan and Europe. The Goldendale Project will be the first like it in 30 years.

Chair Schwartz asked if this is an entirely private project. Mr. Rooney responded affirmatively.

## Agenda Item - Annual MCEDD IGA

MCEDD Deputy Director of Economic Development Carrie Pipinich said that the agreement is pretty similar to last year's and is reflective of the conversations that took place during the budget process. Last year, we executed amendments for specific projects; this year we are including broadband and Kramer Field as the focus for specific projects so no amendment will be needed.

{{{Commissioner Hege moved to approve the 2022/23 Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

### Agenda Item – Transit Development Plan

MCEDD Deputy Director of Transportation Kate Drennan reviewed the presentation included in the Board Packet. She said this is a 20 year plan which we have not had previously. There are a lot of cost pressures on the community and it is timely to develop a plan to help lower transportation costs for our citizens. She reported that they have been working on the plan for 14 months in collaboration with a consultant. Part of the process is to review what has been done, identify gaps and try to predict need. They asked the public for input through surveys and an open house. They also looked at route refinement and how to meet identified goals. They are nearing the end of the adoption phase.

Ms. Drennan said they have applied for grants to get bus stops that have information boards. They will work with the City for locating the stops. They were recently awarded a grant for 2 all-electric buses. They will need to install infrastructure to support them but will have time as it will be a while before the busses will be delivered.

Ms. Drennan noted that today's presentation is just to provide information. There are a few different paths to County approval – more to come.

Commissioner Hege asked about the delay for the electric busses. Ms. Drennan replied that there is a supply chain lag for delivery; it is a 3 year grant which should allow enough time. They will place the order after the start of the new fiscal year. While they wait for delivery, they can work on the infrastructure installation to be able to charge the buses.

Chair Schwartz asked how many bus stops are currently in place. Ms. Drennan answered that there are 5 covered bus shelters in The Dalles.

Ms. Howsley-Glover said that Planning had not planned on a TSP or Comp Plan update for several years. However, she has been in contact with the Department

of Land Conservation and Development who has a grant opportunity for funding work to assist disadvantaged citizens. She said they are interested in getting that information especially for folks who are migrant workers so they have access to transportation. They also want to look at rural services and evaluate needs and gaps. Another issue they would like to explore is a service between Mt. Hood, Maupin and Kah-Nee-Ta, which will be opening again. She has been invited to apply for a grant for up to \$80,000 to support the work. If they cannot do that outreach, the updates will likely have to be put off for a few years. They also want to evaluate the transportation systems plan and involve Public Works in that process. The consultant team recommended some items for the LUDO, but those will have to be reviewed by counsel as it may impact housing. That would be another benefit of additional funding. The consultants have done a lot of work to help get us teed up for this. We will need to talk to citizens, which has been our path for the last 6 years, to make sure we identify challenges and opportunities for our citizens in the southern part of the county.

Chair Schwartz commented that this is a great opportunity for collaboration. Ms. Howsley-Glover said she thinks that the wheels will turn quickly and she may have something to bring back to the Board in July.

# Agenda Item – Public Transportation Advisory Committee – Bylaws & Appointments

Ms. Drennan reviewed the memo included in the Board Packet. She explained that they have some great members that are willing to continue; however, the bylaws do not allow for that. The Committee would like to amend the bylaws to eliminate the term limit and reappoint the two members whose terms expire at the end of June. In addition, they have received a new application from Thomas Tramontina and would like to appoint him to the Committee as well. There is still at least one vacancy on the Committee so they will continue to recruit.

{{{Vice-Chair Kramer moved to approve the revised Public Transportation Advisory Committee Bylaws to remove term limits. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Vice-Chair Kramer moved to approve Orders 22-024 and 22-025 reappointing Lee Bryant and Louise Sargent and Order 22-026 appointing Thomas Tramontina to the Public Transportation Advisory Committee. Commissioner Hege seconded the motion which passed unanimously.}}}

## Agenda Item - Executive Session

At 2:36 p.m. Chair Schwartz opened an Executive Session pursuant to ORS

192.660(2)(i) Performance Evaluations of Public Officers. She outlined the process and instructed any media in attendance to not report on any discussions held in Executive Session other than to state the purpose of the Session.

The Regular Session reconvened at 3:21 p.m.

### **Commission Call**

Vice-Chair Kramer and Commissioner Hege both stated they are still considering attendance to the July NACo (National Association of Counties) conference. Vice-Chair Kramer said he will be attending the Eastern Oregon Economic Summit after the AOC Legislative Committee Summit later this month.

Chair Schwartz reported that NCPHD Executive Director Shellie Campbell will be at the July 6<sup>th</sup> session to talk about Public Health Modernization.

Chair Schwartz adjourned the session at 3:25 p.m.

### **Summary of Actions**

### **MOTIONS**

- To approve Order 22-023 declaring a ban on burning in Wasco County, Oregon.
- To approve Resolution 22-008 declaring and requesting to declare a state drought emergency for Wasco County, Oregon.
- to approve Resolution 22-007 declaring a local state of emergency in Wasco County as a result of drought conditions and declaring a ban on the use of fireworks.
- To approve Amendment 1 to Belozer's Enterprises LLC Personal Services Contract as corrected.
- To approve the Consent Agenda with the exception of Order #22-016
   Reappointing Martin Underhill to the 15-Mile Watershed Council:
   5.18.2022 Minutes and the following reappointments:
  - Order 22-012 Reappointing Curtis Mayhew to Board Of Review
  - Order 22-013 Reappointing Lowell Forman to Board Of Review
  - Order 22-014 Reappointing Phil Kaser to 15-Mile WSC
  - Order 22-015 Reappointing Bob Durham to 15 Mile WSC
  - Order 22-017 Reappointing Scott Hege to BOPTA
  - Order 22-018 Reappointing Ruby Mason to BOPTA
  - Order 22-019 Reappointing Chris Schanno to BOPTA
  - Order 22-020 Reappointing Brian Lauterbach to BOPTA
  - Order 22-021 Reappointing Jim Holycross to BOPTA
- To adopt resolution #22-004 as corrected adopting the 2022-2023

fiscal year budget for Wasco County with a total appropriation of \$79,911,427 and approving the tax rate of \$4.2523 per \$1,000 of assessed value – all subject to the general government limitation.

- To approve Resolution 22-003 increasing expenditures and revenue appropriations within a fund.
- To approve the Wasco County Ambulance Service Area IGA to Provide Ambulance Services to ASA #5 – South County.
- To approve the letter of support and Agent Designation Resolution for the Hazard Mitigation Grant Program application.
- to approve Order 22-022 directing the Public Works Director to prepare a report on the proposed vacation of certain roads and portions of roads located within the Columbia Crest Additions North of Cherry Heights Road, The Dalles, Oregon; Sections 4 & 5, Township 1 North, Range 13 East, Willamette Meridian.
- To approve the Technology Integration Group network upgrade quote as presented.
- To approve the 2022/23 Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District.
- To approve the revised Public Transportation Advisory Committee Bylaws to remove term limits.
- To approve Orders 22-024 and 22-025 reappointing Lee Bryant and Louise Sargent and Order 22-026 appointing Thomas Tramontina to the Public Transportation Advisory Committee.

### CONSENSUS

- To sign the Reservoir Road deed and move the closed bid process forward for the Maupin properties.
- To send the ACT certification process letter of support for MCCFL as revised.
- For the Emergency Manager to move forward with the SPIRE Grant application.

Wasco County
Board of Commissioners

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner





# WASCO COUNTY BOARD OF COMMISSIONERS SPECIAL SESSION

JUNE 21, 2022

Room 302, Wasco County Courthouse

This meeting was also held on Zoom

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

or call in to  $\underline{\mbox{1-253-215-8782}}$  Meeting ID: 3957734524#

PRESENT: Kathy Schwartz, Chair

Steve Kramer, Vice-Chair

Scott Hege, County Commissioner

STAFF: Kathy Clark, Executive Assistant

ABSENT: Tyler Stone, Administrative Officer

Chair Schwartz opened the session at 10:02 a.m.

Chair Schwartz opened the floor to public comment; there was none.

## Agenda Item – Columbia River Gorge Commission Climate Change Action Plan

Planning Director Kelly Howsley-Glover explained that the Columbia River Gorge Commission released a draft of the plan in April. She has submitted comments as Planning Director. The Board may want to submit a letter as well. In the packet is a summary, a copy of her letter and draft letter for the BOC to consider submitting.

Chair Schwartz stated that she has read the comments and had some opportunity to read the plan. She said she is not quite ready to submit a letter as she does not fully understand the issues. She stated that the CRGC is willing to extend public comment to August 9<sup>th</sup> which will give them some time to present the plan to Board at a future meeting. Klickitat and Skamania Counties have already had the presentation. She suggested that a presentation would go a long way in being able to engage on some of the issues she does not understand and allow us to directly comment to the CRGC.

Ms. Howsley-Glover asked if the CRGC has verified the extension of the

comment period; they expressed the intent to adopt the Plan in August.

CRGC Executive Director Krystyna Wolniakowski said that the extension was verified at a meeting of the CRGC Executive Committee this morning; the Plan will be reviewed and possibly adopted in October which will give them time to digest and address comments. She thanked Ms. Howsley-Glover for the good points made in her letter; they are meeting with her next week to review those comments. She said she thinks we will have a more robust discussion if they can present to the Board of Commissioners. The Plan is not a regulatory document but rather a way to address actions outlined in the Management Plan.

Commissioner Hege asked for more explanation of the statement that the Action Plan is not a regulatory document. Ms. Wolniakowski responded that it sets out goals and outcomes but does not create new policy; it is aspirational as to what they can do and what they can support that others are doing.

Columbia River Gorge Commission Vital Signs Indicators Planner Lisa Naas said there are some actions that will set staff to do more policy work. The only way those policies can go into effect is if the Management Plan is updated. The Action Plan sets priorities for staff. Anything that would be policy work going forward would have an engagement period and public comment. Being able to talk to counties now is an advantage.

Vice-Chair Kramer said he would reserve any comment to a future meeting. He reported that the Board received related correspondence from a constituent just moments before the start of this morning's meeting.

Commissioner Hege thanked Ms. Howsley-Glover for the work she did on her comments letter; it is an amazing amount of information and the gathering of information was very impressive.

Further discussion ensued and the group agreed to schedule a CRGC presentation for the July 20<sup>th</sup> session of the Board of County Commissioners.

### The Dalles Chamber Election

Ms. Clark explained that while she was on vacation, The Dalles Chamber ballot arrived for the election of Board members; the deadline for voting is today.

\*\*\*The Board was in consensus to authorize Vice-Chair Kramer to cast the

# County's ballot for The Dalles Chamber of Commerce Board of Directors as he serves as an ex-officio member on that Board.\*\*\*

## Executive Session – Pursuant to ORS 192.660(2)(i) Performance Evaluations of Public Officers

Chair Schwartz opened an Executive Session at 10:21 a.m.; she explained the process and directed media to not report on anything discussed in Executive Session except to state the topic of the session as previously announced.

The Special Session resumed at 11:02 a.m.

#### **Commission Call**

Vice-Chair Kramer announced that there is an AOC Health and Human Services meeting Friday at 3:00 p.m. Mental and Behavioral Health should be on the agenda.

Commissioner Hege reported that he and Vice-Chair Kramer attended the AOC Legislative Retreat; it was good to be able to network with Commissioners from other counties but the retreat was not as well attended as he had hoped.

Commissioner Kramer said that he thought the relationships that are moving forward in that committee is a bonus. He said he has been attending nearly all of the meetings and seen the tension; some of that was not apparent at this meeting which is encouraging. We are on the right track to be able to have those hard conversations with direction on how we approach issues. He called out one conversation in particular where the common theme was that we have more in common than we don't have in common. Commissioner Hege agreed, saying that the biggest disappointment was the lack of attendance.

Commissioner Hege announced that Mid-Columbia Center for Living has hired Al Barton as their Executive Director. He said that they still need to get a Finance Director. As far as staffing, they have hired 7 with 3 more offers out and no further resignations. He believes they are down to 12-15 vacancies.

Chair Schwartz adjourned the meeting at 11:17 a.m.

## **Summary of Actions**

### **CONSENSUS**

• to authorize Vice-Chair Kramer to cast the County's ballot for The Dalles Chamber of Commerce Board of Directors as he serves as an ex-officio member on that Board.

Wasco County
Board of Commissioners

Kathleen B. Schwartz, Commission Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner



## **AGENDA ITEM**

## **ORMAP Grant Agreement**

ORMAP IGA #DOR 103-22

**MOTION LANGUAGE** 

# DEPARTMENT OF REVENUE ORMAP INTERGOVERNMENTAL AGREEMENT CONTRACT #DOR-103-22

This Agreement is entered into by and between the State of Oregon, acting by and through the Department of Revenue ("Department") and Wasco County ("County").

WHEREAS, under ORS 306.135 the Department is charged with developing a base map system to facilitate and improve the administration of the ad valorem property tax system;

WHEREAS, pursuant to ORS 190.110, the Department may cooperate, by agreement or otherwise, with a unit of local government in performing the duties imposed upon it by ORS 306.135.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree to the following:

### I. EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION

- A. <u>Effective Date of Agreement.</u> This Agreement shall become effective on the date this Agreement has been signed by every party and all required approvals have been obtained.
- B. Award. The Department shall provide funds in the amount of \$42,480.00 (the "Award") to the County to fund all or part of the activities set forth in Exhibit A ("Proposal") which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the "Project". All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the "Total Project". (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use the Award other than for costs for the Project.
- C. <u>Project Completion.</u> County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by *June 30, 2023* ("Project Completion Date"). Final billing for the Project shall be submitted to the Department on or before *July 8, 2023*.

### II. DISBURSEMENTS.

A. <u>Disbursement of Funds by the Department.</u> Subject to Section IV, upon receipt of the County's request for disbursement, the Department shall disburse the

Award to the County on a cost reimbursement basis. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.

- B. Overpayment. In the event that the aggregate amount of the Department's disbursements hereunder exceeds the costs of the County for the Project, the County agrees to refund to the Department the amount paid in excess of such costs within thirty (30) days of final billing by the County or the Project Completion Date, whichever is earlier.
- C. <u>Disallowed Costs.</u> The County agrees that payment(s) under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Department not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the County shall immediately upon demand pay the Department the amount of such excess.
- D. <u>Cost Savings</u>. Any cost savings realized on the Total Project shall be prorated between the funding sources based on the percentage of their respective cash contributions as set forth in the Proposal. In no event shall the Department pay for more than its pro rata share of the County's actual out-of-pocket cost of the Total Project.
- E. <u>No Duplicate Payment.</u> The County shall not be compensated for, or receive any other 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.

### III. REPRESENTATIONS AND WARRANTIES

County represents and warrants to the Department that (1) it has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Total Project shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) those persons performing work on the Total Project shall, at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform work on the Total Project, and (5) Exhibit A presents a good faith estimate of the costs of the Total Project and the Project and accurately states the amount of other funds, whether in cash or through binding commitment(s), available for payment of the costs of the Total Project.

### IV. CONDITIONS TO DISBURSEMENT

- Α. Conditions Precedent to Disbursement. The Department shall not be obligated to disburse any funds hereunder for Project costs unless (1) there exists no event of default or default which with notice or lapse of time or both will become an event of default hereunder, and (2) the Department has received from the County (i) a request for disbursement signed by a duly authorized representative of the County (which shall, among other things, state that the County has or will have sufficient funds to complete the Total Project by the Project Completion Date), (ii) an itemized invoice and (iii) such other documentation as the Department may require, all in form and substance satisfactory to the Department; further, the Department shall only be obligated to disburse Award funds to the extent that the portion of the Award represented by the aggregate amount of all disbursements made through the date of the disbursement request (including the amount of the disbursement request) does not exceed the percentage of the Project completed through the date of the disbursement request, as determined by the Department.
- B. <u>Conditions Precedent to Final Disbursement.</u> The Department shall not be obligated to make final disbursement hereunder until a final payment request and such documentation as may be required by the Department, all in form and substance satisfactory to the Department, shall be submitted by the County to the Department. Final payment will be made to the County within forty-five (45) days of approval by the Department.

### V. COVENANTS

- A. <u>Assignment.</u> If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. <u>Payments.</u> To the extent required by state and federal law, the County agrees to:
  - 1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
  - 2. All employers, including County, 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). County shall require and ensure that each of its subcontractors complies with these requirements.

C. <u>Liabilities</u>. County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to its employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

- D. <u>Compliance with Applicable Law.</u> The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270, as amended from time to time, which are incorporated by reference herein. The parties shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg))
- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and the Oregon Local Budget Law, ORS 294.305 to 294.565. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

G. <u>Project Ownership.</u> The Department acknowledges and agrees that the Project is the exclusive property of the County. The County acknowledges and agrees that the Department is not responsible or liable in any manner for the completion or maintenance of the Project or Total Project.

### VI. TERMINATION; REMEDIES

- A. <u>Termination for Convenience.</u> Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder to the extent that the amount of funds disbursed exceeds the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.
- B. Termination Because of Non-Appropriation or Project Ineligibility.
  - 1. The Department, at any time upon prior written notice to the County, may terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
  - 2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall.
- C. <u>Termination for Default.</u> The Department may, at any time upon thirty (30) days prior written notice to the County, terminate this Agreement if:
  - 1. The design and implementation of the Total Project is not pursued with due diligence; or
  - 2. The cadastral portions of the Total Project do not conform to the Department of Revenue <u>Oregon Cadastral Map System;</u> or

- 3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
- 4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal.
- 5. The County violates any other provision of this Agreement.
- D. <u>Rights and Remedies.</u> The County shall, within thirty (30) days of its receipt of the notice described in Section VI.C above, reimburse the Department for all funds disbursed hereunder to the extent that the funds disbursed exceed the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department as of the date of County's receipt of the notice described in Section VI.C above. Further, the Department shall have any and all rights and remedies available at law or in equity.

### VII. GENERAL PROVISIONS

- A. <u>Force Majeure.</u> Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. <u>No Third Party Beneficiaries.</u> The Department and County 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, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- D. <u>Successors and Assigns.</u> The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their respective successors and assigns; provided however that the County may not

- assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.
- E. <u>Severability.</u> The Department and the County agree that 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 the Agreement did not contain the particular term or provisions held to be invalid.
- F. Notice. 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, or mailing the same, postage prepaid, to the Department or the County 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 Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- G. <u>Counterparts.</u> This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, not withstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- Governing Law; Venue. This Agreement shall be governed by and construed in Н. 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 the Department and/or other agency or department of the State of Oregon and the County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District 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 it is 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 COUNTY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- I. <u>Merger Clause; Amendment; Waiver.</u> THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE DEPARTMENT AND THE COUNTY ON THE SUBJECT MATTER HEREOF. NO MODIFICATION OR

CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE DEPARTMENT AND THE COUNTY. AND NO CONSENT OR WAIVER SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM SUCH CONSENT OR WAIVER IS BEING ENFORCED. SUCH WAIVER, CONSENT. MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE **ARE** NO UNDERSTANDINGS, AGREEMENTS. REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE DEPARTMENT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE DEPARTMENT OF THAT PROVISION OR ANY OTHER PROVISION. THE COUNTY. BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY READ ACKNOWLEDGES THAT ΙT HAS THIS AGREEMENT. UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS.

DEPARTMENT:	COUNTY:
State of Oregon, acting by and through its	Wasco County
Department of Revenue	
Authorized Agency Signature	
By:	By:
Kathryn Jones, Procurement Manager, DPO	Title:
Data	Data
Date:	Date:
	Telephone:
	Fax No:

## **EXHIBIT A**

## AWARD LETTER COUNTY GRANT PROPOSAL



**Department of Revenue Property Tax Division**955 Center St NE
PO Box 14380
Salem, OR 97309-5075

www.oregon.gov/dor

June 13, 2022

Ivan Donahue Survey/Engineer and GIS Technician 2705 E 2<sup>nd</sup> St. The Dalles, OR 97058

Dear Mr. Donahue

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from July 1, 2022, through June 30, 2023.

Listed below are the deliverables as outlined in your grant request. In order to expedite the payment process for you, please use the "ORMAP Invoice" form, you can download a copy from the ORMAP site. Please state the correct contract number on the chart and complete the information requested for each task or deliverable.

Contract Number:					
Task	Deliverable	Award Amount			
1	84 Control Points	\$39,480.00			
2	Survey Software	\$3,000.00			
Total		\$42,480.00			

If you have questions, please contact the ORMAP Coordinator, Philip McClellan (503-586-8128).

Best wishes for a successful project.

With regards,

Jason D. Brockie

Property Tax Assistance and Oversight Section Manager

12.26

Oregon Department of Revenue

cc: County Assessor

**DOR Finance Department** 

File

# **ORMAP Grant Application**

Section	I. County and Gra	nt Informa	tion			
<b>Section I. County and Grant Informa A. County</b> : Wasco			B. Funding Cycle: Spring 2022			
C. Project will help meet ORMAP Goal(s):				3 , , ,		
1 $\square$ 2 $\square$ 3 X 4 $\square$ 5 $\square$ 6 $\square$			<b>D. Fund Request:</b> \$42,480.00			
Section	II. Summary of Pr	oject			Department Assessment	
A. Brief	Overview of the Request				□ Pass □ Fail	
Wasco County is seeking \$42,480 to capture 84 control points to continue the conversion of Wasco County tax maps to meet ORMAP technical specifications. Included in the request is \$3,000 for survey field software. This is the 13 <sup>th</sup> phase of a multi-year project.						
	d Deliverables					
Check		Brief descripti	on of the	deliverables		
	Tax Lot Conversion					
	Tax Map Conversion					
X		84 control points collected by the Surveyor in preparation for County remapping of township and ranges				
	Development	11 0	•			
П	Other Assistance					
	Other Deliverable					
X	Hardware/Software	Survey field sof	ftware			
71		201 : 07 11010 201				
B. Projec	cted Project Completion 1	Date (projects s	should not	t exceed one ye	ar)	
June 30,	2023					
C. Total	Costs of Project (add line	s as necessary)				
Deliverab			of Items	Cost per Item	Total Cost	
Control Points		84		470.00	39,480	
Software		1		3,000	3,000	
D. Partnerships and Contributions (add lines as necessary)						
Partner Contribution						
Wasco County Surveyor			GPS equipment, computers, vehicle and gear			
Wasco County Assessor & GIS staff, map			\$6,000			
research and review			Ψ0,000			
Total Ma			\$6,000			
A. Assessor's Signature & Date:						
F. Fiscal Coordinator – Name & Tyler Stone, 541-506-252		•	Administrator			

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G. Project Coordinator - Name &	Ivan Donahue		
Title:	Survey/Engineer and GIS Technician		
E-mail address:	ivand@co.wasco.or.us		
Phone Number:	<b>hone Number:</b> 503-310-7443		
Mailing Address:	2705 E 2 <sup>nd</sup> St.		
	The Dalles, OR 97058		

## Section III. Detail Project Information -Answer all questions

### A. Overview

### A. Describe what the project is trying to accomplish.

This project will collect 84 control points in preparation for continuing the remapping in follow—on grants. At the completion of the entire project, all Wasco County taxlots will meet ORMAP technical specifications consistent with Goal 6.

**B.** What part(s) of the county does this project cover (Township, Range, and Sections, if applicable)? Capturing 84 control points in Township Range 2N-14E & 1N-11E for a total of 21 tax index maps.

## C. What is the status/outcome of all previously funded ORMAP projects? (Please include funding cycles and a "status map" of your county.)

Spring 2016: 100% Complete Fall 2016: 100% Complete Spring 2017: 100% Complete Fall 2017: 100% Complete Spring 2018: 100% Complete

Spring 2019: Task 1 100% Complete

Fall 2019: Task 1 and Task 2 100% Complete

Spring 2020: 100% Complete Fall 2020: 100% Complete

Spring 2021: Expected completion date June 30, 2022 Fall 2021: Expected completion date December 31, 2022

See attached Wasco County ORMAP Status Map Spring 2022

### D. Describe, in detail, your technical approach to the project (such as, mapping methodology).

- A. Review existing documents
- B. The Surveyor will research control points in the office.
- C. The technicians will find corners in the field and collect coordinates for control points, working under the direct supervision of the surveyor, to sub- foot accuracy using real-time GPS. The county maintains survey grade GPS equipment. Providing this equipment to the project is an additional cost match

#### D. Describe the project deliverables.

84 Control points with Sub-Foot Accuracy. GPS data file will contain similar to the following information for each point: Northing, Easting, Reference Survey Number, Observation Date, Observation Id, Township, Range, Section, Corner (< 1' accuracy, ddd – mm - 000 coordinate format, WGS84)

### E. Who will be doing the work (county staff, contractor, or DOR staff)? Please define their roles.

- Wasco County Surveyor will collect the control points.
- Wasco County GIS and Assessor staff will provide assistance with locating general location of preferred points and QC on final products.

#### F. How will the county cartographer integrate the deliverables into the County's maintenance plan?

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Harney County GIS maintains the tax lot maps for Wasco County. This project will have no impact on maintenance.

#### G. Provide a project timeline with milestones or completion dates.

Control point collection will begin in July 2022 with completion in June 2023.

#### H. Does this project have any partnerships? If yes, please identify them.

No.

#### I. Describe any innovations utilized by this project.

The new GPS points will be conveyed to BLM for possible input and update of calculated CadNSDI data.

#### J. Detail Costs (who is paying for what).

Wasco County Assessor & GIS Staff - \$6,000 (Wasco County)

Wasco County Surveyor - \$42,480 (Grant)

#### **B.** Quality Control

#### 1. Who will be responsible for quality control (QC)?

Wasco County Surveyor

#### 2. Will county cartography staff review the deliverables?

Yes

#### 3. Will there be a review by Department of Revenue's cartography staff?

If requested

#### 4. Describe QC procedures.

Survey control points will meet County survey specifications for mapping. County staff will review each map by visually inspecting the map and the new product will be compared to previous maps. Any inconsistencies will be investigated.

#### C. Project Detail

# 1. Is this project an "edge matching project"? If so, how much of the county boundary will be completed?

No.

#### 2. Is this project part of an ongoing or multi-phased remapping project?

Yes. This is the 13<sup>th</sup> phase of a planned multi-year project

#### 3. What percentage of the county tax lots and tax maps meet the ORMAP technical specifications?

	Total Countywide	Meet Tech Specs	Percent Complete
Tax Lots	15,391	4,414	28.6%
Tax Maps	668	106	15.8%

# 4. Upon completion of this project will your county meet goal 6 (100% of tax maps meeting technical specification)?

There is no documentation listing which index maps meet ORMAP technical specifications. Review by the Department of Revenue and Wasco County GIS staff state many of the maps are "fairly close". Therefore, the percent complete above is worst-case; other taxlots/index maps may meet technical specifications, there is just no way to tell.

#### 5. Is this project part of a multi-county effort? If so, please explain.

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#### 6. Will the project cost be affected if it is not fully funding this cycle?

Possibly. If labor costs increase so will the amounts requested in follow-on grants.

#### D. Data Availability

#### 1. Does the county have a data sharing agreement with the State?

- GIS Framework Data License –signed 2005
- GIS Cadastral Data Sharing License Agreement v1.3 signed 2009
- Wasco County GIS Cadastral Data Sharing License Agreement v3.0 signed 2016
- Wasco County GIS Cadastral Data Sharing License Agreement v3.0 (2017) signed 2017

#### 2. Identify any data restrictions or licensing issues.

There are no data restrictions or licenses required. Data is shared with the State and other funding partners at no cost and sold to all other parties

#### E. Background Information

#### Any other information that you feel may help support the project.

This project continues Wasco County on the path to having all of its tax lots meet ORMAP specifications. Wasco County's forecast for Goal 6 completion is 8 years depending on funding from ORMAP and our inhouse capacity (see below).

The outline of our plan is to have surveyor collect all of the survey control points using GIS in the County for remapping all Assessor's tax index maps with real world locations. After this grant, Wasco County only needs one more grant to complete all surveyed control data.

When all survey data has been completed the County can proceed to identify and correct Assessor's tax index maps. Estimated completion of remapping will be 5 to 6 years while continuing to apply for two grants a year from the State.

The Surveyor plans to collect all control points with urban accuracy (sub foot) regardless of their location in the county. Positional accuracy of less than that makes the final product of little value for the surveying community.

#### F. Other Issues - Please identify.

It is anticipated that the corners to be collected will require significant investigation time in the field, as many have not been located since the original GLO surveys.

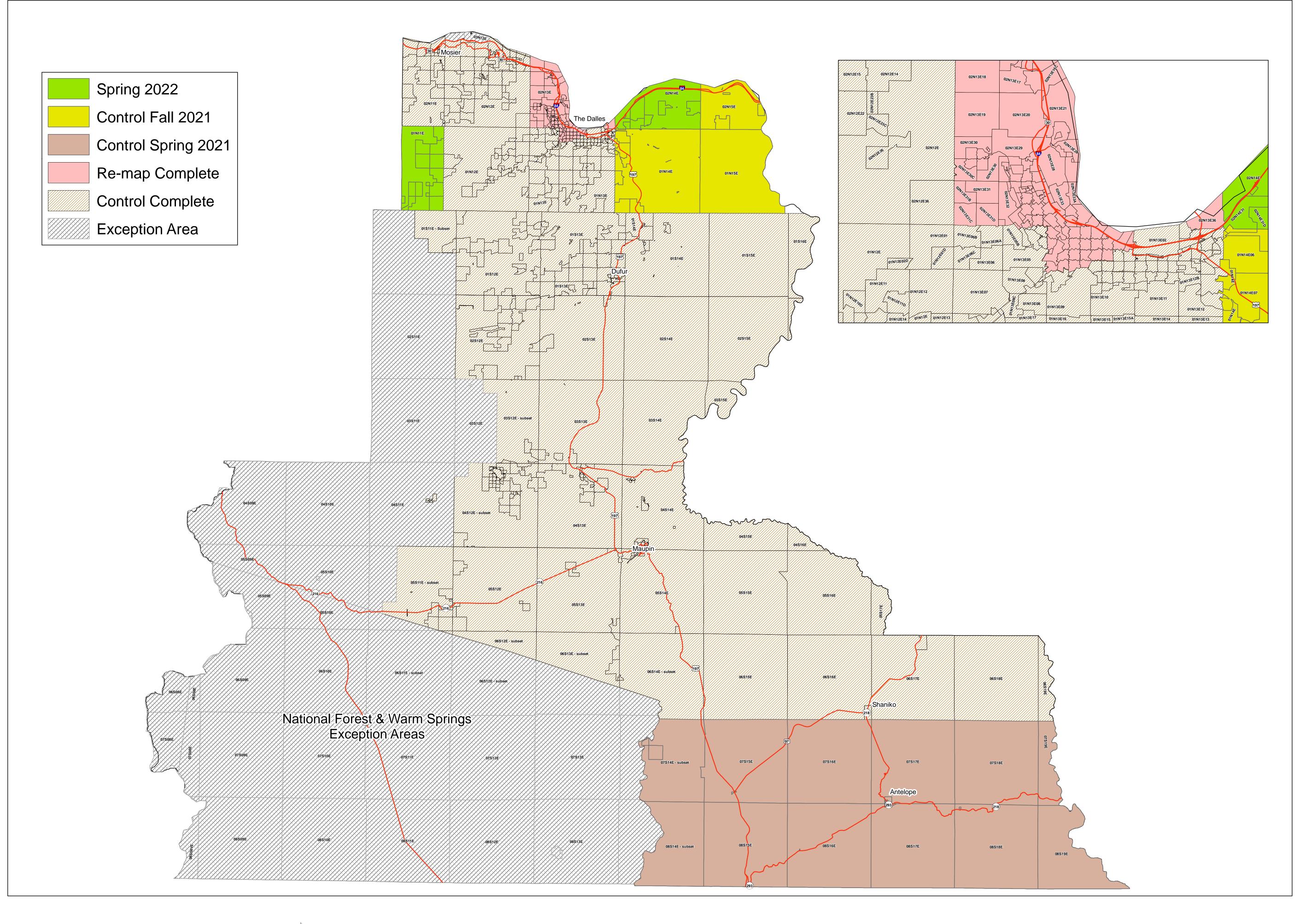
Included in the grant is a request for survey field software SurvPC that will be used on collection of control points for this grant.

#### **Submit completed forms to:**

Mail	Contact Information
ORMAP Project Coordinator	Tel: 503-586-8128
Oregon Department of Revenue	Fax: 503-945-8737
Property Tax Division	or.map@state.or.us
955 Center St. NE	
Salem OR 97301-2555	

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# Wasco County ORMAP Status Map Spring 2022





Date: 9/27/2021







#### **MOTION**

**SUBJECT: ORMAP IGA** 

I move to approve ORMAP Intergovernmental Agreement #DOR-103-22.



# **AGENDA ITEM**

# **MCCFL Service Agreement**

IGA FOR PERSONAL SERVICES

**MOTION LANGUAGE** 

#### INTERGOVERNMENTAL AGREEMENT FOR SERVICES

This Agreement, by and between Wasco County of the State of Oregon (the "County") and Mid-Columbia Center for Living ("MCCFL") (collectively, the "Parties"), is entered into for the purpose of exchanging staffing services between the Parties.

#### **RECITALS**

WHEREAS, Oregon Revised Statutes (ORS) Chapter 190 authorizes the local government to enter into written agreements with other units of local government and for one party to provide the performance of a function or activity to any other party under the intergovernmental agreement; and

WHEREAS, the County is a government body existing under the laws of the State of Oregon, and the MCCFL is the designated behavioral health agency for the County existing under the laws of the State of Oregon;

WHEREAS, the County desires to enter into an agreement with MCCFL to provide services identified herein; and

WHEREAS, the purpose of this Agreement is to improve operational efficiency for both Parties,

NOW, THEREFORE, in consideration of each Party's performance of the covenants, terms, and conditions herein and the benefits the Parties receive, the Party mutually agree as follows:

#### **AGREEMENT**

#### **SECTION 1 – PURPOSE**

- 1.1 MCCFL has continuing need for the personnel services provided by Molly Rogers ("Rogers"), an employee of the County, to assist in MCCFL's operations. This Agreement is intended to set out the conditions whereby the County will provide Rogers's personnel services to MCCFL. It is hoped that the personnel services provided will result in costs savings and economies of scale that will benefit all Parties and the residents of Wasco County.
- 1.2 Recognizing the purpose and the spirit with which this Agreement is entered into, each Party agrees to cooperate, consult, meet and work together in resolving, to the satisfaction of each Party, any question or problems which may hereafter arise in connection with the performance of this Agreement prior to seeking any administrative, mediated, or judicial resolutions.

#### **SECTION 2 – TERM OF AGREEMENT; TERMINATION**

2.1 This Agreement shall begin on July 1, 2022, as approved by each respective Board of Directors ("Effective Date"). This Agreement shall continue in effect until terminated as provided below.

- 2.2 Any Party may unilaterally terminate its participation in this Agreement. To unilaterally terminate participation in this Agreement, the terminating party must provide at least 60 calendar days prior written notice to the other Party, stating the date of termination. If notice is provided under this provision, the Parties will continue operate under the Agreement until the effective date of the termination.
- 2.3 If a Party fails to pay the compensation as detailed in Section 3 below, the other Party may terminate this Agreement subject to the good faith communication and reconciliation requirements in Section 1.2, and subject to the terminating Party providing the other Party written notice of the breach and thereafter such notice providing the breaching Party at least 10 business days to cure the breach. Any termination under this subsection is without prejudice to any obligation or liability of the Parties already accrued prior to such termination.

#### SECTION 3 – EMPLOYMENT STATUS; SCOPE OF SERVICES

- 3.1 This Agreement calls for sharing the personnel services of the County's employee, Molly Rogers ("Rogers"). Rogers is and will remain solely an employee of the County while providing personnel services to MCCFL on a 0.75 FTE basis. The County shall be solely responsible for payment of all wages, insurance, PERS, benefits, employment taxes, workers' compensation insurance, and any other applicable employment-based benefits for Rogers. In exchange for receiving personnel services from the County, through Rogers, MCCFL shall reimburse the County for payment of all costs, wages, and employment taxes applicable for Rogers. MCCFL shall make reimbursements on a monthly basis. MCCFL will reimburse Wasco County at a fully loaded rate of \$87.73/hour (\$65.03/hour plus .349% for benefits) consistent with the top step Deputy Director for MCCFL.
- 3.2 Mrs. Rogers will be responsible for the following job functions.
  - This position is characterized by the responsibility to manage and direct a variety of major programs in an integrated Health and Human Services with significant impact on community services.
    - Emphasis is placed on overall leadership skills to: guide and direct the organization in a manner that achieves policy goals of the organization; integrate programs and employees in the best, most, cost-effective and efficient manner within available resources; and ensure compliance with all state and federal requirements. This position is distinguished from other Managers of the organization by the size and scope of responsibility of the organizations, and salary differentials between these classes may vary depending on organization design and program responsibility.
    - Additional focus on professional development and leadership coaching for the organization's management team; implementing a change management process for agency adoption of a trauma-informed workplace; Integration of the Behavioral Health Resource Networks.

This position Plans, organizes, directs and coordinates the activities and programs of
integrated services of the health, behavioral health, and welfare/social services programs
and related county and public services.

#### Essential Functions (in a typical work week):

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other related duties may be required and assigned.

- Plans, organizes, and develops strategies for programs relating to health and prevention services, behavioral health programs, and related administrative services.
- 2. Provides input for general policy and sets program performance standards to meet objectives; coordinates the activities of the various divisions within the Organization and with other agencies
- 3. Ensures effectiveness and efficiency of the various divisions and programs to ensure they are consistent with legal restraints, community needs, and organizational policy; evaluates and modifies department policies and procedures to improve efficiency and effectiveness. Maintains current knowledge of industry best practices and evidence-based initiatives to ensure the Organization is maintaining the highest level of proficiency.
- 4. Reviews state and federal regulations concerning new program mandates and establishes new plans to implement appropriate programs in accordance with organizational policy; provides direction and guidance to division staff to develop program evaluation components and coordinate time lines to implement program changes; identifies interagency problems and develops solutions.
- 5. Interprets local concerns, needs and objectives to State officials and community/political concerns to staff; makes public presentations on program areas.
- 6. Seeks, writes, and management of local, state, and federal grants.
- 7. Prepares and/or generates various reports, correspondence and documentation.
- 8. Responds to requests for information or assistance from health providers, officials, the general public, or other individuals.
- 3.3 The Parties agree and understand that at no time will Rogers be considered an employee of MCCFL, for any purpose. The Parties further agree and understand that under this Agreement, Rogers is subject to disciplinary policies and procedures of the County only. Rogers will remain under the control and supervision of the County while providing the Services under the Agreement.

#### **SECTION 4 – LIABILITY/INDEMNITY**

4.1 To the extent allowed by the Oregon Tort Claims Act and the Oregon Constitution, each Party shall be liable for its own acts and hereby agrees to indemnify, hold

harmless and defend the other Party, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its officers, agents, servants or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.

Notwithstanding the above, the indemnifying Party will not be held responsible for any losses, claims, actions, costs, judgments, damages, or other expenses solely and proximately or directly caused by the negligence or intentional acts of another Party or another Party's officers, employees, or agents.

- 4.2 This Section does not confer any right to indemnity on any person or entity other than the Parties. It specifically does not waive any Party's reliance upon the limitations of the Oregon Tort Claims Act, the Oregon Constitution or other statutes relating to governmental immunity.
- 4.3 The obligations of the Parties under this section will survive expiration or termination of this Agreement.
- 4.4 Each Party waives all claims against all other Parties for compensation for any loss, damage, personal injury, or death occurring to personnel as a consequence of the performance of this Agreement.
- 4.6 Retirement System Status. The Parties recognize and agree that under this Agreement public employee retirement benefits and social security benefits accrue in the manner prescribed by Rogers's regular employment with the County and are the responsibility of the County. No additional benefits arise due to participation in Services under this Agreement.

#### **SECTION 5 - ENTIRE AGREEMENT; AMENDMENT**

This written Agreement represent the entire agreement of the Parties regarding the provision of personnel services by Rogers to MCCFL, and contains all of the terms and conditions of the Agreement between the Parties. All prior agreements, understandings or the like, whether written or verbal, are superseded by this Agreement and shall be of no force or effect. Any amendment to this Agreement shall be in writing and signed by the representatives of the Parties as duly authorized by the governing body of each Party.

#### **SECTION 6 – NOTICE**

Notice shall be given to the other Party in writing and may be effectuated by delivery by U.S. mail to the following addresses:

To the County: Board President

[Address]

To MCCFL: Board President

1060 Webber St.

The Dalles, OR, 97058

\*\*\*Remainder of this page intentionally blank\*\*\*

#### **SECTION 7 - EXECUTION**

The execution of this Agreement by each of the undersigned is done pursuant to the authorization of the governing body of each Party, voted upon in an open meeting in accordance with Oregon law, and each person executing this Agreement hereby certifies that they are authorized to execute this Agreement. In witness whereof, the Parties, through their duly authorized representatives, have executed this Agreement on the date or dates set forth below.

**IN WITNESS WHEREOF,** the County and MCCFL have caused this Agreement to be executed by the person authorized to act in their respective names on the date shown below.

Approved at the County Board Meeting this \_\_ day of June, 2022.

COUNTY OF WASCO, STATE OF OREGON

By: Date:

Name:

Title:

MID-COLUMBIA CENTER FOR LIVING

By: Date: June 21, 2022

Name: Al Barton

Title: Executive Director



#### **MOTION**

SUBJECT: MCCFL IGA

I move to approve the Intergovernmental Agreement for Personnel Services provided by Molly Rogers between Mid-Columbia Center for Living and Wasco County.



# **AGENDA ITEM**

#### **Global Grant Services**

**STAFF MEMO** 

GLOBAL GRANT SERVICES AGREEMENT W/WASCO COUNTY ADDENDUM

**MOTION LANGUAGE** 



#### **MEMORANDUM**

**SUBJECT: Request for Exemption from Competitive Selection** 

TO: BOARD OF COUNTY COMMISSIONERS, ACTING AS THE LOCAL CONTRACT REVIEW BOARD

FROM: ARTHUR SMITH, PUBLIC WORKS DIRECTOR

DATE: JUNE 22, 2022

#### **BACKGROUND INFORMATION AND REQUEST:**

At the management team meeting on April 14, Matthew Kleebes had arranged for a company called Global Grant Services to give a presentation about their services. Global Grant Services is a veteran owned grant management company and they specialize in working with public agencies to obtain federal and state funding. After the meeting, I reached out to GGS and we discussed the opportunities for Wasco County to work with them. GGS currently works with Jefferson County and they have had some good success securing grant funding for them.

Global Grant Services works on a month-to-month contract, with a fee of \$3,000. They will only bill for months when they actively worked with you, and the grant cycle can be on to off. After the third month, this arrangement would be considered a serial contact and subject to the informal solicitation procedure of obtaining three informal quotes.

I am requesting the Board grant an exemption from competitive selection to allow the county to enter into a serial contract with Global Grant Services, based on the Sole-source Procurements Exemption, Wasco County Public Contracting Regulations: "a contracting agency may award a contract for goods or services without competition when the local contract review board determines in writing that the goods or services, or classes of goods or services, are available from only one source."

Although Matthew Kleebes did the initial research, I have followed up on that work and present the following findings to support the exemption request based on sole-source:

Global Grant Services – They are a veteran owned grant management company. They specialize in working with <u>public agencies</u> to obtain federal and state funding. They provide a full cycle of grant management, including all grant preparation, grant writing, grant reporting, audit assistance, etc. They work on a month to month contract.

Grant Services of America, Inc. – They write and administers grants for non-profits. They also provide grant "coaching" to help your organization win grants. The work on a per project price or a month to month contract.

Grant Consulting Services LLC - They provide professional grant writing, grant readiness assessment and project development. They work with schools, homeless organizations and environmental groups. They work on a month to month contract.

Lexipol (Grant Services) – They have a grants newsletter and a grant finder search tool you can subscribe to. They do have grant writing services for stand-alone projects and a grant assistance platform program for multiple projects on an annual basis. They charge on a per project basis or an annual subscription to their products. They did not mention a specific area of expertise.

Grant Services Inc – Be careful when you search, because this is NOT what the name implies. They are a snow removal and asphalt maintenance company, not a grant services company.

I could find no other companies that provided these types of services. Global Grant Services specializes in working with public agencies and I could find no other company that provides this specific class of service.

Arthur Smith **Public Works Director** 



#### PROFESSIONAL SERVICES AGREEMENT

**Date:** June 10, 2022

The Consultant: Global Grant Services The Client: Wasco County, Oregon

The following Professional Services Agreement dated above by Global Grant Services is to provide Grant Management consulting services to Wasco County, Oregon as identified by the following Tasks in the Scope of Work (attached) as authorized by the Client.

The following services are recommended to initiate a grant management professional services agreement with the Client but can be expanded based on Wasco County's funding needs and the Clients written approval.

Global Grant Services (Consultant) will provide at a minimum:

- 36 hours a month offsite work by Global Grant Services' staff
  - 16 hours Principal
  - 20 hours Senior Grants Analyst
- Recommendations of grant opportunities for eligible projects as identified by the Client
- Grant applications and submissions as directed by the Client

Travel to Client facilities as needed with Principals. Travel Expenses are charged to the Client:

- Plane tickets, car rental, hotel expenses
- Receipts will be provided to the client

#### **SCHEDULE**

This contract will commence on the date agreed upon by Wasco County, Oregon and Global Grant Services with a recommended start date of June 15<sup>th</sup>, 2022

#### COMPENSATION FOR SERVICES

\$3000 a month plus travel expense for the above listed services provided by Global Grant Services. The Client agrees to compensate the Consultant within 30 days of receipt of invoice.

The Client may terminate this Agreement for any reason and without cause at any time in writing stating that said Agreement is being terminated. The Client is responsible for all amounts due the Consultant until such written termination is received.

## **Recommended Scope of Work**

Wasco County

#### PRE-AWARD PHASE

The majority of these tasks are performed on a monthly basis and is used as a method in which we can develop, write, submit, and manage your grants. The tasks highlight the monthly deliverables and are used to prioritize the Consultant's time while maximizing the Clients grant opportunities.

#### Task 1.0 – Consultant/Client Introductions

- 1.1 Send out individual emails to key staff scheduling 30-minute one-on-one interviews every month to address departmental needs
- 1.2 Develop and assemble a list of projects that are identified in the one-on-one interviews
- 1.3 Attend meetings with departmental staff on a predetermined regular basis facilitated by Global Grant Services Principals
- 1.4 Initiate Research and Outreach of grant opportunities

#### 1.4.1 Federal Funding

- 1.4.1.1 Department of Commerce/Economic Development Administration
- 1.4.1.2 Department of Transportation
- 1.4.1.3 Federal Railroad Administration
- 1.4.1.4 Homeland Security

#### 1.4.2 State Funding

- 1.4.2.1 Oregon Department of Transportation
- 1.4.2.2 Comprehensive Economic Development
- 1.4.2.3 Broadband Equity Access and Deployment (BEAD) Program
- 1.4.2.4 State of Oregon Department of Environmental Quality

#### Task 2.0 – Establishing Point of Contacts

- 2.1 Initiate support of Client's staff on identifying eligible project and needs
- 2.2 Work with staff to ensure the Client is registered for grants and how to communicate with funding agencies
- 2.3 Communicate via email with staff on a weekly basis on upcoming grant opportunities, projects, and communications with funding agencies
- 2.4 Develop a grant portfolio that will organize the funder information and will be updated on a regular basis. The portfolio will include key staff, contact information, and will track the progress of the grant. It will be used to reconcile the grant funding with the finance department

2.5 Schedule, assemble, and deliver reports facilitated by the Principal to include Client's key leadership and stakeholders. The Consultant will provide a status report to the steering committee that will include all the work accomplished by the Consultant in the prior month, along with a report on upcoming grant opportunities

Task 3.0 – Registration

3.1 Global Grant Services staff will ensure the Client is registered with the appropriate agencies' websites and have obtained DUNS numbers and SAM/CAGE/UEI numbers.

Task 4.0 – Assemble Components for Grant Applications for Submission

- 4.1 Attend funding agency webinars
- 4.2 Write the project description
- 4.3 Communicate with funding agency representatives on your project
- 4.4 Develop the budget for the project based on project scope
- 4.5 Seek and obtain Letters of Support from elected officials and key stakeholders for the project
- 4.6 Develop timelines and deliverables related to the project scope

Task 5.0 – Post-Award Phase

- 5.1 Schedule monthly meetings with key stakeholders to update project status, schedules, and financial information
- 5.2 Reporting to funding agencies on financial reports, progress reports, and performance reports
- 5.3 Submitting "Amendment Requests" or "Change of Scope" to funding agencies as needed
- 5.4 Coordinate with finance department to track and monitor all grant expenditures based on the Code of Federal Regulations and internal requirements
- 5.5 Coordinate, schedule, and meet with stakeholders to discuss challenges and timelines
- 5.6 Update grant binders regularly
- 5.7 Grant closeout procedures to include final narratives and financial reports

This is not an exhaustive list of tasks and deliverables. It is detailed to a point where it provides complete step-by-step guidance in assembling and submitting multiple State and Federal grant application for the Client.

Stephen Larson, MBA

Principal - Global Grant Services

**Authorized Client Representative** 

#### ADDENDUM "A" - GENERAL PROVISIONS

#### To

#### PERSONAL SERVICES AGREEMENT

#### **Global Grant Services**

- 1. Qualifications. Contractor represents that Contractor has the training, ability, knowledge, and experience to provide the Services described in the Agreement.
- Public Contracting Rules. County selected Contractor to provide the Services described in the Agreement pursuant to a solicitation process consistent with its public contracting rules. Specifically, Contractor is the sole source for these specialized, custom services.
- 3. <u>Non-Assignability</u> Neither party shall assign or transfer any interest in or duty under the Agreement without the written consent of the other.
  - 4. Independent Contractor. Contractor certifies that:
    - a. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.600 and not an employee of County, shall not be entitled to benefits of any kind to which an employee of County is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of County for any purpose, County shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of the Agreement, to the full extent of any benefits or other remuneration Contractor receives (from County or third party) as a result of the finding and to the full extent of any payments that County is required to make (to Contractor or to a third party) as a result of the finding.
    - b. Contractor represents that no employee of the County, or any partnership or corporation in which a County employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the Agreement, except as specifically declared in writing.
    - Contractor is not an officer, employee, or agent of the County as those terms are used in ORS 30,265.
- 5. <u>Notices</u>. All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

#### County:

County

Attention: Administrative Officer 511 Washington Street, Suite 101

The Dalles, OR 97058

Business Phone: 541-506-2550

Contractor (See address on Agreement if blank):

Global Grant Services 5293 Klingsell Pl

Fairfield, CA 94533

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

in

### ADDENDUM "A" – GENERAL PROVISIONS

#### To

#### PERSONAL SERVICES AGREEMENT Global Grant Services

- 6. <u>Insurance.</u> Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents: (a) General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects County; and (b) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease.
- 7. <u>Indemnification.</u> Contractor shall indemnify and hold County, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by County and for any claims or disputes involving subcontractors.
- 8. <u>Modifications in Writing.</u> The Agreement is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of the Agreement shall be effective unless and until it is made in writing and signed by both parties.
- 9. Ownership of Work Documents. All work performed by Contractor and compensated by County pursuant to the Agreement shall be the property of County upon full compensation for that work performed or document produced to Contractor, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers and grants to County all rights of reproduction and the copyright to all such documents.
- 10. <u>Labor and Material</u>. Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and Services necessary for the proper execution and completion of all contract work, all at no cost to County other than the compensation provided in the Agreement.
- 11. Termination for Convenience. The Agreement may be terminated by County for convenience by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against the Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of the Agreement for contract work completed and accepted before termination less previous amounts paid and any claim(s) County has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed contract work completed before termination and all contract closeout costs actually incurred by Contractor. County shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.
- 12. <u>Termination for Cause</u>. County may terminate the Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by County, under any of the following conditions:
  - a. If County funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of Services. The Agreement may be modified to accommodate a reduction in funds.
  - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Services are no longer allowable or appropriate for purchase under the Agreement or are no longer eligible for the funding proposed for payments authorized by the Agreement.
  - c. If any license or certificate required by law or regulation to be held by Contractor to provide the Services required by the Agreement is for any reason denied, revoked, or not renewed.



## ADDENDUM "A" – GENERAL PROVISIONS

#### PERSONAL SERVICES AGREEMENT

#### Global Grant Services

- 13. <u>Termination for Default</u>. If Contractor fails to perform in the manner called for in the Agreement or if Contractor fails to comply with any other provisions of the Agreement, County may terminate the Agreement for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the contract price only for Services performed in accordance with the manner of performance as set forth in the Agreement.
  - 14. Remedies. In the event of breach of the Agreement the parties shall have the following remedies:
    - a. If terminated under paragraph 11 by County due to a breach by Contractor, County may complete the work either itself, by agreement with another contractor, or by a combination thereof.
    - b. In addition to the above remedies for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
    - c. If County breaches the Agreement, Contractor's remedy shall be limited to termination of the Agreement and receipt of contract payments to which Contractor is entitled.
    - d. County shall not be liable for any indirect, incidental, consequential, or special damages under the Agreement or any damages arising solely from terminating the Agreement in accordance with its terms.
    - e. Upon receiving a notice of termination, and except as otherwise directed in writing by County, Contractor shall immediately cease all activities related to the Services and work under the Agreement. As directed by County, Contractor shall, upon termination, deliver to County all then existing work product that, if the Agreement had been completed, would be required to be delivered to County.
- 15. Nondiscrimination. During the term of the Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.
- 16. Governing Law: Jurisdiction: Venue. The 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 County and Contractor that arises from or relates to the Agreement which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States Court for the State of Oregon.
- 17. Compliance with Laws and Regulations. Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services hereunder.
- 18. Experience, Capabilities and Resources. By execution of the Agreement, the Contractor agrees that Contractor has the skill, legal capacity, and professional ability necessary to perform all the Services required under the Agreement, and Contractor has the capabilities and resources necessary to perform the obligations of the Agreement.
- 19. Access to Records. For not less than three (3) years after the expiration of the Agreement and for the purpose of making audit, examination, excerpts, and transcripts, County, and its duly authorized representatives shall have access to Contractor's books, documents, papers, and records that are pertinent to the Agreement. If, for any reason, any part of the Agreement is involved in litigation, Contractor shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Contractor shall provide full access to these records to County, and its duly authorized representatives in preparation for and during litigation.



#### ADDENDUM "A" – GENERAL PROVISIONS

#### To

#### PERSONAL SERVICES AGREEMENT Global Grant Services

- 20. Representations and Warranties. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform the Agreement, (2) when executed and delivered, the Agreement shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) Contractor shall, at all times during the term of the Agreement, be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent, (4) the Services under the Agreement shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions, and (5) the Contractor is not in violation of any Oregon tax laws. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 21. Confidentiality. Contractor shall maintain the confidentiality of any of County's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Contractor from establishing a claim or defense in an adjudicatory proceeding. Contractor shall require similar agreements from County's and/or Contractor's subcontractors to maintain the confidentiality of information of County.
- 22. Force Majeure. Contractor shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.
- 23. Waivers. No waiver by County of any provision of the Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Contractor of the same or any other provision. County's consent to or approval of any act by Contractor requiring County's consent or approval shall not be deemed to render unnecessary the obtaining of County's consent to or approval of any subsequent act by Contractor, whether or not similar to the act so consented to or approved.
- 24. <u>Severability</u>. Any provisions of the Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.
- 25. Headings. The captions contained in the Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.
- 26. <u>Integration</u>. The Agreement, including the attached exhibits contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by the Agreement.
- 27. <u>Amendments</u>. The Agreement shall not be waived, altered, modified, supplemented, or amended in any manner without a duly executed Amendment. Any amendments to the Agreement shall be effective only when reducing to writing and signed by both parties as below.
- 28. <u>Authority</u>. The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make the Agreement.

WILLIAM WEBSTER Managing Principal Owner Global Grant Services

44



#### **MOTION**

**SUBJECT: Global Grant Services Agreement** 

I move to approve the Professional Services Agreement between Global Grant Services and Wasco County and, as a sole source provider, exempting it from the Wasco County Contracting Rules requirements.



# **AGENDA ITEM**

# **Wasco County Market Wage Increase**

NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO AGENDA



# **AGENDA ITEM**

# **Psilocybin Manufacturing & Service Centers**

**STAFF MEMO** 

**STAFF PRESENTATION** 



#### **MEMORANDUM**

SUBJECT: M109/ORS 475A

TO: BOARD OF COUNTY COMMISSIONERS, TYLER STONE, KRISTEN CAMPBELL

FROM: KELLY HOWSLEY-GLOVER, PLANNING DIRECTOR

DATE: 6/29/2022

Measure 109, passed in 2020 by Oregon voters, allows for the manufacture, delivery, and administration of psilocybin at supervised, licensed facilities. Wasco County has the ability to adopt Time, Place, and Manner (TPM) regulations. Similar to marijuana, there are specific provisions in the Statute prohibiting the location of a service center within 1,000 feet of a school. Additional TPM restrictions can set reasonable conditions on the manner of license, hours of operation, public access, and limitations to location.

The manufacturing is structured (\$75A.570) as a farm use, allowing it to be outright permitted in most zones, with the exception of the National Scenic Area. We would require permitting for structures affiliated with the crop production, or manufacturing, as with any other agricultural structure. The crop cannot be cultivated outdoors, and the premise must have defined boundaries. There are also limitations on the size of production. Like marijuana, this type of crop is not eligible to be used to establish a farm dwelling or farm stand.

The service centers could be established on farm zoned properties as a commercial in conjunction with farm use, although it's likely that practically this would have some challenges because of the types of activities businesses will want to co-locate. Wasco County could consider permitting the service centers in commercial zones only, which would limit potential locations to a few sites including in our rural service centers.

Because OHA intends to open the licensure process on January 1, it may mean as soon as January the Planning Department could be required to sign a land use compatibility statement. Without regulations in place, we would not be able to require TPM restrictions or restrict the location of the service centers.

We propose to adopt the following, along with our pre-scheduled LUDO updates:

- Listing manufacturing of psilocybin as a farm use in zones, with limitations on outdoor growing and that they are not eligible for farm dwellings and farm stands
- Allowing service centers in commercial zones only, including RC, TV-C, and WAM C-2.
- A standalone chapter that lists additional restrictions on service centers, including location, and any other feedback we receive during the LUDO Update process



# Psilocybin Time, Place, and Manner (TPM) Requirements

# Overview

- Rules go in to effect January 1
- Automatic opt-in
- TPM optional
- OHA rulemaking starts in September

# Manufacturing

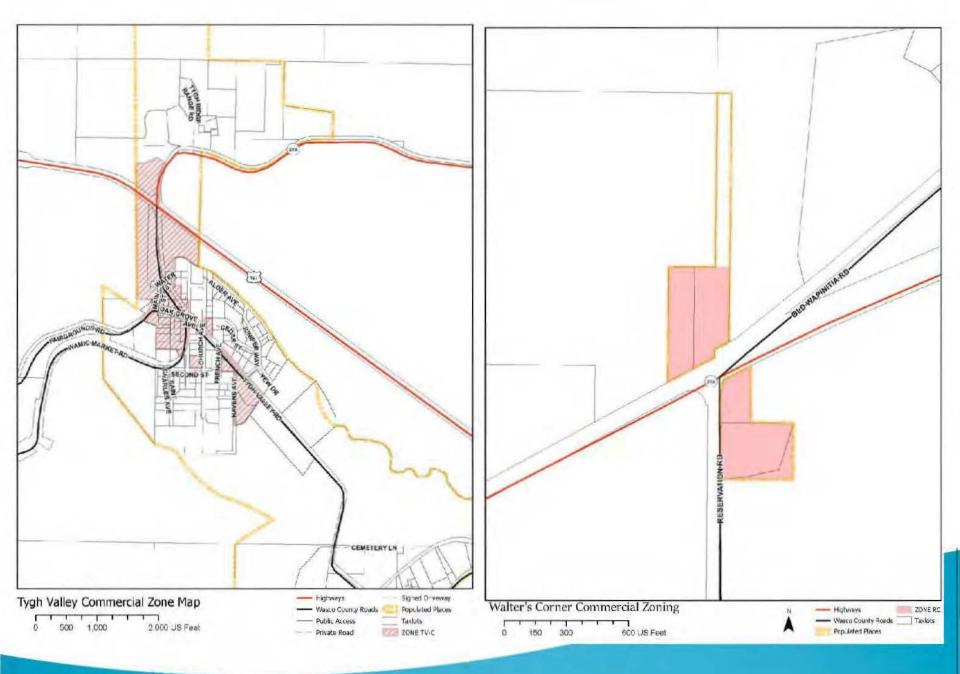
- Farm use (manufacturing = growing)
- Must be indoors
- No new farm dwellings
- No farm stands
- No commercial activities in conjunction
- Can allow on resource land

# **Service Centers**

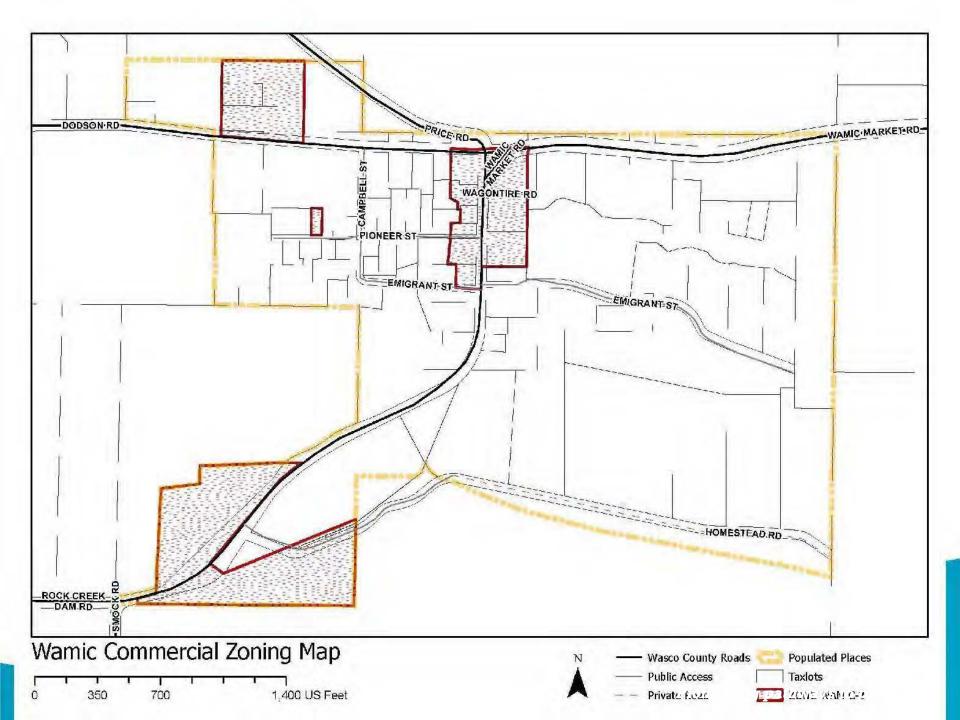
- Must be consumed onsite a facility with licensed practitioners (no dispensaries)
- Cannot be in a primary residence
- Within 1,000 feet of school

# Staff Recommendation

- Adopt TPM restrictions concurrent with LUDO Update so its ready by January
- Codify state restrictions for manufacturing
- Add TPM requirements for service centers including:
  - In commercial zones only
  - 200 feet from any residentially zoned property, unless street frontage is on a principal interstate or major arterial
  - 1,000 feet from school, licensed daycare facility or licensed pre-school, public park or similar recreational facility
  - Activity must take place inside premises only



Pioneering pathways to prosperity.



# Reminder

- All zones have fire safety standards for development
- New buildings will have requirements for sanitary wastewater and water systems
- Commercial buildings must go through Site Plan Review, which includes standards for parking, signs, lighting, landscaping, drainage, trash, etc.

# **Next Steps**

# If BOCC concurs with staff recommendation:

- Add the drafts to our LUDO 2022 Update to include:
  - Drafts & Overview on project website
  - Part of public meetings
  - Part of mailed notice in August
  - Part of hearings beginning in September
  - Citizens can suggest amendments or additional TPM restrictions for PC/BOCC review



# **AGENDA ITEM**

# **MCEDD Transportation IGA**

MCEDD MEMO

MCEDD IGA FOR TRANSPORTATION SERVICES

**MOTION LANGUAGE** 



To: Wasco County Board of County Commissioners From: Kate Drennan, Deputy Director of Transportation

Date: June 28, 2022

Re: MCEDD- Wasco Co. IGA for Administering 5310 Grant Funds

### **Background**

In Winter 2022, MCEDD submitted a competitive grant application through the Oregon Department of Transportation for the Federal Transit Administration 5310 Discretionary Grant Program. The grant 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. The grant funds an expansion and upgrade of the Blue and Red deviated fixed routes in The Dalles. The services funded are consistent with the adopted Coordinated Public Transit Human Services Transportation Plan and reflect the recommendations in the 2022 Wasco County Development Plan.

By classifying the grant funded activities as "purchased services" through Wasco County, MCEDD/ The Link Public Transit Service is able to utilize a more advantageous match rate. Administering the grant funding as a purchased service requires that MCEDD and The Link enact the attached Intergovernmental Agreement so that funds can be administered through the County.

### INTERGOVERNMENTAL AGREEMENT BETWEEN MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT AND WASCO COUNTY

### FOR Public Transportation under FTA 5310 Discretionary Grant Program

THIS AGREEMENT, made this 1st day of July, 2022, by and between the Mid-Columbia Economic Development District (hereinafter the "District"), an Economic Development District formed under ORS190 and RCW 39.34, and Wasco County (hereinafter the "County").

### **RECITALS:**

WHEREAS, ORS Chapter 190 authorizes governmental entities such as counties and economic development districts to enter into written agreements for the performance of any or all functions and activities that either entity has the authority to perform on its own.

WHEREAS, the County has requested, and the District has agreed, to provide certain services, personnel, and materials to support the administration of the FTA 5310 Discretionary Grant.

### **AGREEMENT:**

**NOW, THEREFORE**, in consideration of the mutual covenants of the District and County, each to the other giving, the District and County do hereby agree as follows:

### 1. Services to be Provided:

The District will provide the services, personnel and materials to complete the work activities described in the Scope of Work (Section 2) below.

The County will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

### 2. Scope of Work:

The District will provide the following services to support the implementation and administration of the FTA 5310 Discretionary grant as defined in **ODOT Agreement** #### as Attachment A.

The FTA 5310 Discretionary grant 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 deviated fixed routes 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.

The District shall include any equipment purchase valued at \$50,000 or more, any transit vehicle

acquired, and any transit facility constructed subject to this Agreement in Recipient's Agency Periodic Report and Transit Asset Management reporting to State.

In coordination with the County, The District 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.

### 3. Consideration:

The total project cost is estimated at \$XXX. In accordance with the terms and conditions of this Agreement, State shall provide the County, who will pass through to the District, an amount not to exceed \$XXX. The District will provide \$XXX in matching funds for the project. The District will be responsible for all Project Costs not covered by the Grant Funds.

### 4. Term:

This Agreement shall become effective on the later of **July 1, 2022** 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, 2024** (the "Expiration Date").

### 5. Notices:

All notices, requests, demands and other communications to or upon the parties hereto shall be in writing and shall be deemed to have been duly given or made when deposited in the mails, addressed to the party to which such notice, request, demand or other communication is requested or permitted to be given or made hereunder at the addresses set forth below or at such other address of which such party shall have notified in writing the other party hereto. Those notices, requests, demands or other communications relating to termination or amendment shall be in writing and mailed certified and postage prepaid.

### If to County:

County Administrator Wasco County 511 Washington Street The Dalles, OR 97058

### If to District:

Executive Director Mid-Columbia Economic Development District 802 Chenowith Loop Road The Dalles, OR 9708

### 6. Severability:

If any portion of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

### 7. Amendment:

The District and the County may, from time to time, request changes to this Agreement or its provisions. Any such changes that are mutually agreed to by the District and the County shall be incorporated herein by written amendment to this Agreement. It is agreed and understood that no material or substantive alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by all parties to this agreement. Any oral understanding or agreements shall not be binding unless made in writing and signed by all parties to this agreement.

### 8. Termination:

This IGA may be terminated by mutual consent of both parties. The County may terminate this Agreement without cause by providing thirty (30) days written notice of such intent to the District, or at such later date as may be established by the County and submitted in writing to District. District may terminate this Agreement without cause by providing thirty (30) days written notice of such intent to the County.

### 9. No Implied Waiver:

No failure on the part of the parties hereto to insist upon the strict performance of any provision of this Agreement or to exercise any right called for herein shall constitute a waiver of any provision of this Agreement or the rights of the parties hereto.

### 10. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

### 11. No Agency:

This Agreement does not in any way constitute or nominate either of the parties as the agent or legal representative of the other party for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party to this Agreement.

### 12. Indemnity:

To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 (the "Act"), to the extent the Act is applicable, the District and the County shall release, defend, indemnify, and hold harmless one another and one another's officers, board members, commissioners, employees, and agents from and against all damages, claims, injuries, costs, or judgments which may in any manner arise as a result from either parties' actions pursuant to this Agreement.

### 13. Entire Agreement:

This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior agreements, commitments, representations, writings, and discussions between them regarding the subject matter of this Agreement.

**IN WITNESS WHEREOF,** the County and the District have executed this Agreement pursuant to due authority, as evidenced by the signature of the duly appointed representative of each entity below.

Wasco County	Mid-Columbia Economic Development District
By: Kathleen B. Schwartz, Commission Chair	By:
Date:	Date:
APPROVED AS TO FORM:	
Kristen Campbell, County Counsel	-



### **MOTION**

**SUBJECT: MCEDD IGA** 

I move to approve the Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District for management of public transportation under the FTA 5310 Discretionary Grant Program pending information from ODOT to complete the agreement.



### **AGENDA ITEM**

### **Public Health Modernization**

**STAFF PRESENTATION** 

### Public Health Modernization

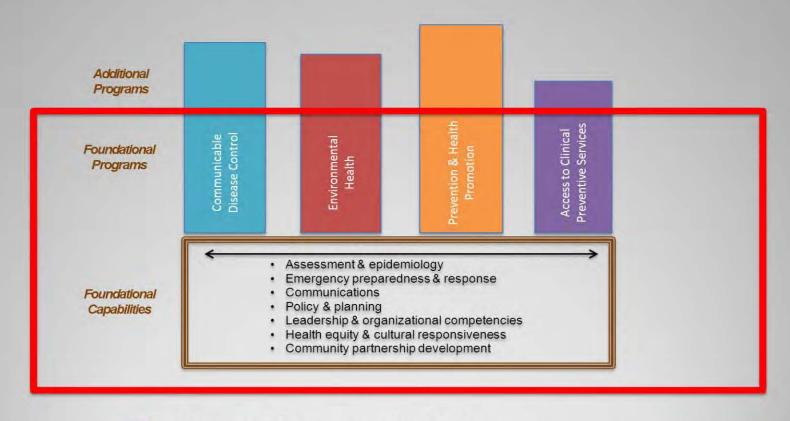
North Central Public Health District Shellie Campbell, Director • What is Public Health Modernization?

• The 2013 Oregon Legislature recognized the need for significant changes to the governmental public health system as a foundational aspect of health system transformation. The Task Force on the Future of Public Health Services, created by House Bill 2348 (2013), developed a set of recommendations to modernize Oregon's governmental public health system to meet the needs of the population in years to come.  Task Force on the Future of Public Health Services: HB 2348 (2013)

### Focused on recommendations that:

- Create a public health system for the future
- Consider the creation of regional structures
- Enhance efficiency and effectiveness
- Allow for appropriate partnerships with regional health care service providers and community organizations
- Consider cultural and historical appropriateness
- Are supported by best practices

### Modernized Public Health System



= Present @ every Health Dept.

 Oregon's governmental public health system is responsible for implementing foundational programs of communicable disease control, prevention and health promotion, environmental health and access to clinical preventive services.

### **Foundational Programs**

### • Pre-COVID

- Eastern Oregon Collaborative (13 Counties)
- NCPHD took the lead and fiscal oversight
- Focus: STD's (Gonorrhea), Health Equity

### **NCPHD Modernization Focus**

- COVID and Future Steps
  - 2020 All work shifted to address the COVID response
  - 2022 Moving back to Modernization work
  - Focus on Environmental Health, CD, PHEP and public health workforce and infrastructure
  - Access to clinical care services and an equity lens on all programs and services

### **NCPHD Modernization Focus**

- NCPHD Modernization Funding 2022-2023 (fiscal year)
- Regional Modernization Funding \$265,576.00
- Local Funding \$230,226.00
- Workforce Development \$72,564.00
- CBO Funding \$TBD

### Funding for our region

- Governor's Investment for Oregon 2021-2023 (Biennium)
- Local Public Health \$33.4 million
- Tribal Public Health \$4.4 million
- Community Based Organizations \$10 million
- Oregon Health Authority \$12.8 million
- Total: \$60.6 million
- 2023 2025 Biennium funding is currently being developed. Recommended funding \$276 million

### Public Health Modernization Funding

- Working with Community Based Organizations (CBOs)
- The Next Door
- CRITFC (Columbia River Inter-tribal Fishing Enforcement)
- Age Plus
- EOCIL (Eastern Oregon Center for Independent Living)

### **Community Collaboration**

Public Health Modernization Manual and information

http://www.healthoregon.org/modernization

### Questions???



### **AGENDA ITEM**

### **Columbia Gorge Food Bank Updates**

WAREHOUSE FLYER

COLUMBIA GORGE FOOD BANK PRESENTATION



### Increasing Capacity 5x

10,000+ sq ft. for food distribution and community food systems programs



### Serving More Communities

Expanding pantries and food access to Native, Latinx, and rural families



### \$3.5 Million Total Project

We need to raise \$1 million to finish this expansion!

### Serving Wasco, Hood River and Sherman Counties

We are expanding to meet the growing need in the Gorge! Renovation is underway and Columbia Gorge Food Bank's **new warehouse and Community Food Center at** 3525 Crates Way in The Dalles will be opening in late 2022.

As a member of the Oregon Food Bank Network of regional food banks, **our mission is to end hunger and its root causes... Because no one should be hungry.** We provide community food systems development support, anti-hunger leadership, and food.

CGFB currently serves over 5,000 families per month through 35+ community partner food access sites in Hood River, Wasco, and Sherman counties. With hunger in Oregon doubling in the last two years, additional space for food storage and distribution is urgently needed. The new 11,000+ sq ft. space will be a hub for food access, include farmer and donation repack, a learning kitchen, meeting space, and bring resilience in disasters. It will also house Windy River Gleaners, The Community Backpack Program, Migrant Farmworker distributions, and more.

The purchase of the new building was funded by a generous donor, but we need your help completing the renovation and procuring new equipment. Reach out with support, questions, and join our work to feed families in the Gorge!

### Bonate, Volunteer & Let Involved!

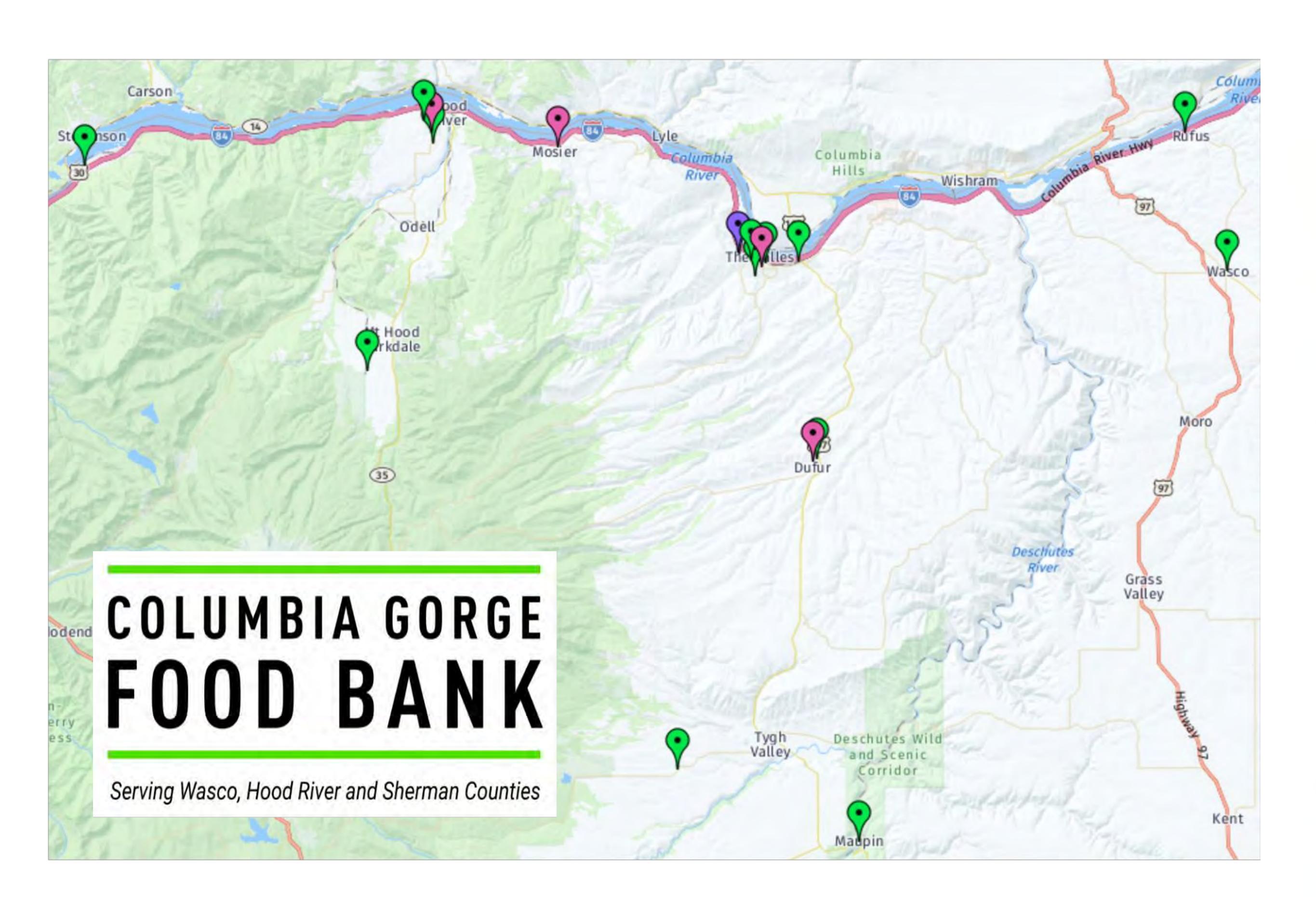




# COLUMBIA GORGE FOOD BANK

Serving Wasco, Sherman & Hood River Counties

# Serving Hood River, Wasco, Sherman Counties ... Because no one should be hungry.





**Neighbors Served Monthly** 

5,000+



Lbs. of Food Distributed Annually

2,000,000+



Outreach, Pantries & Programs

35+ Community Partners

### Hunger in Wasco County



1 in 4

Oregonians sought food assistance since the start of COVID-19



15.9%

Child food insecurity in Wasco County pre-COVID (2019)



11.8%

Overall estimated food insecurity rate in Wasco County pre-COVID (2019)



3-4K

Neighbors served by CGFB monthly in Wasco County Hunger In The Wasco County

Looking Beyond the Rates to the Root Causes









Median household income = \$54,725 (2020). Living Wage for a family of 4 \$71,832. Wage Gap = \$11.37/ hour over current min wage. (MIT, 2019)

### Columbia Gorge Food Bank's Operation:



Our work is supported by: federal and state funds, Feeding America, Oregon Food Bank, grants, and local food and fund donations

### How We Serve Wasco County

Nearly all local food assistance in the Gorge comes through CGFB's systems. Since the Oregon Food Bank assumed operations in 2015 CGFB has emphasized equity and expanding service to rural and remote South Wasco residents, at in-lieu sites, and for latinx communities.

### CGFB's Community Partners include:























### How We Serve Wasco County





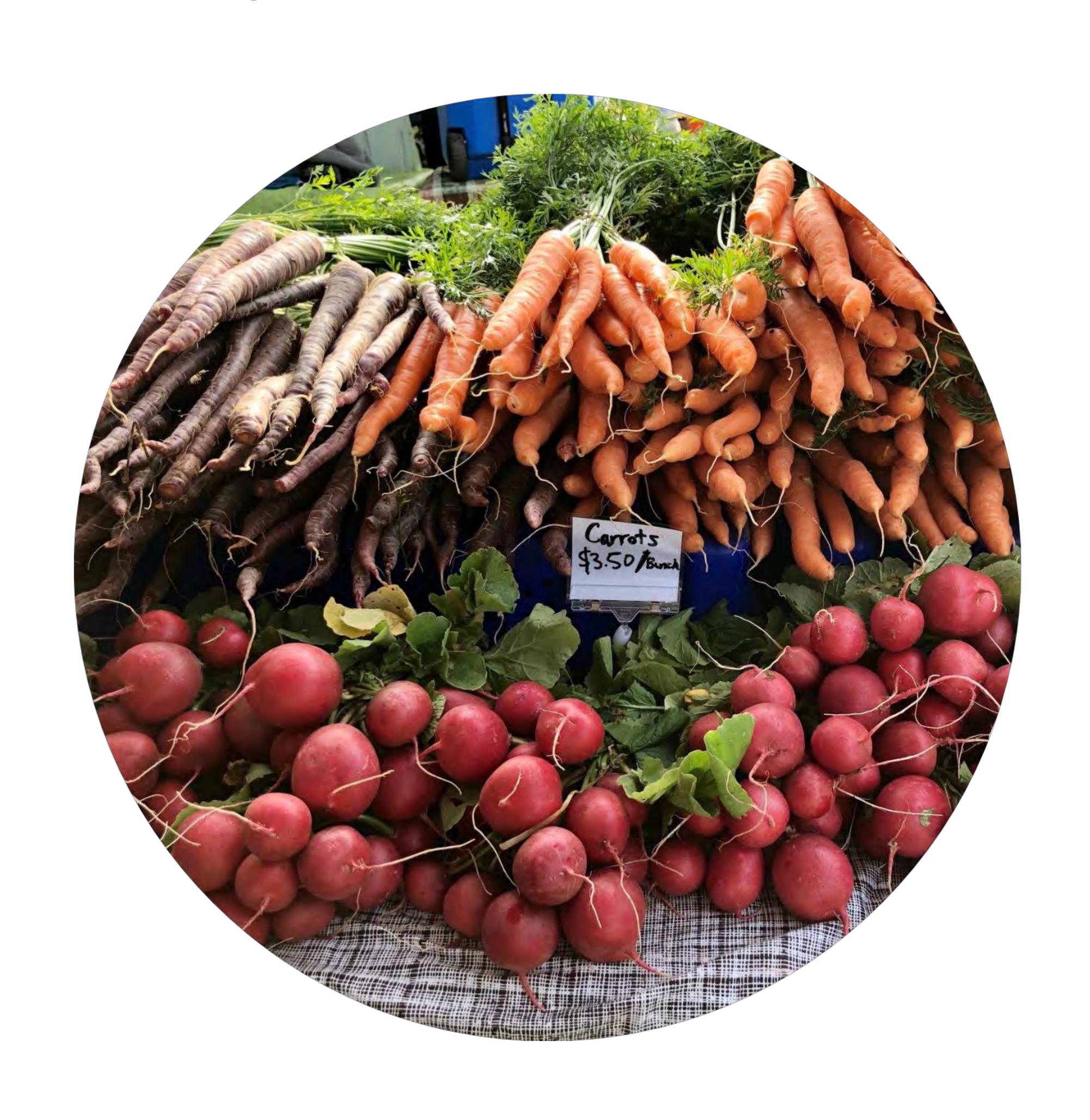


We provide food for pantries, community programs, outreach, migrant farmworker distributions and more.

### More Than Emergency Food

### Locally We Lead:

- Support for activities that create personal
   & community food security
- Equitable coordination and redistribution of hunger relief donations
- Community food systems development
- Disaster resilience and response
- Anti-Hunger education and advocacy



### **Expanding to Meet the Growing Need**

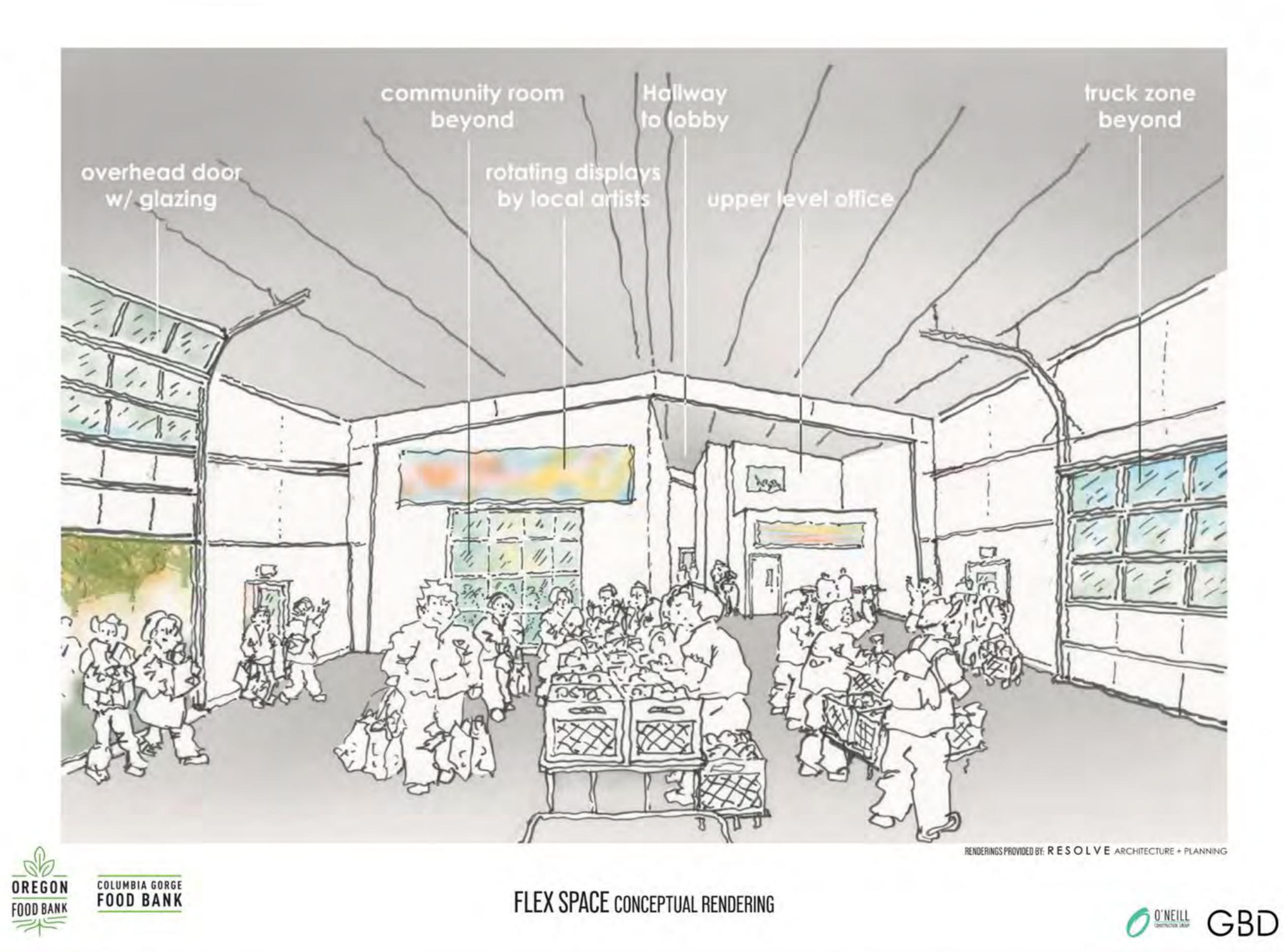




Renovations are underway at CGFB's new warehouse and Community Food Center on the Port in The Dalles

### A New Home - Opening Fall/Winter 2022

- 11,000+ sq ft. with 2,000 sq ft.cold storage
- Welcoming Learning Kitchen and space for public classes, meetings, and trainings
- · Flex Space will be home to:
  - Windy River Gleaners
  - Community Backpack Program
  - Volunteer and community events
     Migrant farmworker distributions
  - o And more!
- \$3.5 million total project cost



How You Can Get involved!

- · Volunteer YOU make our work possible
- Help us raise \$800,000 locally for the new warehouse and Community Food Center
- · Spread the word
- · Host a Food & Funds Drive
- Advocate for food access and equity
- Stay informed about hunger issues join our mailing list or follow online





## For More Information:

Visit: ColumbiaGorgeFoodBank.org

Call: (541) 370-2333

Contact:

Sharon Thornberry, Manager sthornberry@oregonfoodbank.org

Silvan Shawe, Community Philanthropy sshawe@oregonfoodbank.org Instagram or Facebook @ColumbiaGorgeFoodBank

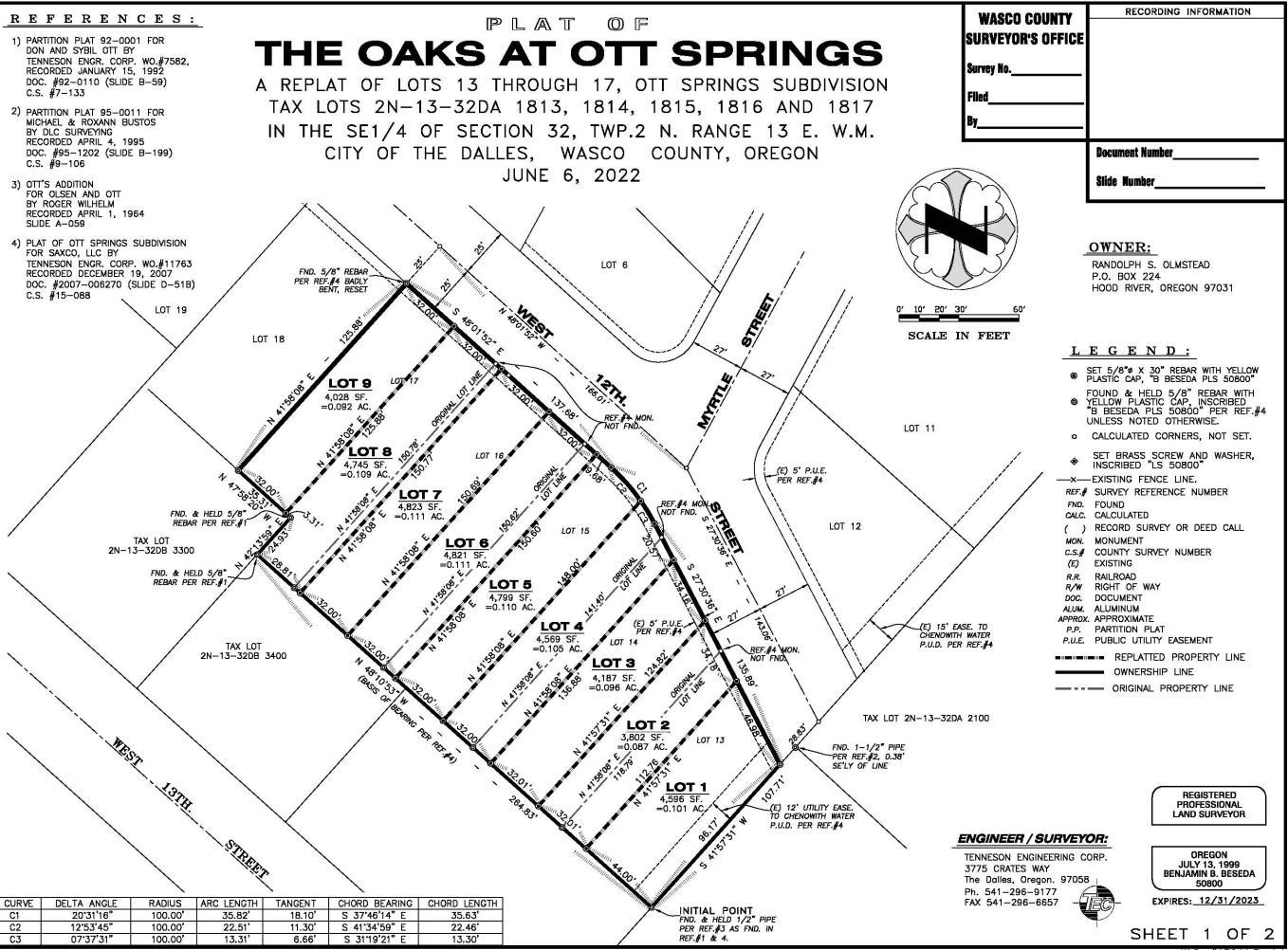
### COLUMBIA GORGE FOOD BANK

Serving Wasco, Hood River and Sherman Counties

## COLUMBIA GORGE FOOD BANK

Serving Wasco, Sherman & Hood River Counties

## THANK YOU!



PLAT OF

### THE OAKS AT OTT SPRINGS

A REPLAT OF LOTS 13 THROUGH 17, OTT SPRINGS SUBDIVISION TAX LOTS 2N-13-32DA 1813, 1814, 1815, 1816 AND 1817 IN THE SE1/4 OF SECTION 32, TWP.2 N. RANGE 13 E. W.M. CITY OF THE DALLES, WASCO COUNTY, OREGON JUNE 6, 2022

A	<u> </u>	<u> </u>	<u> </u>	<u>U</u>	<u> </u>	<u>A</u>	ᆫᆚ	<u> </u>	<u>:</u>

SPRINGS" IN WASCO COUNTY, OREGON WAS APPROVED AS OF THIS DAY OF	EXAMINED AND
WASCO COUNTY SURVEYOR	DATE
I HEREBY CERTIFY THAT THE PLAT OF "THE C SPRINGS" A REPLAT IN THE CITY OF THE DAL COUNTY, OREGON, CONFORMS TO THE APPRO PRELIMINARY PLAN AND, BY DIRECTION OF TH COMMISSION, I HEREBY APPROVE THIS FINAL	LES, WASCO VED E PLANNING
THE DALLES PLANNING COMMISSION	DATE

APPROVALS:	
THIS PLAT OF "THE OAKS AT OTT SPRINGS" THE DALLES, WASCO COUNTY, OREGON WAS APPROVED BY:	
WASCO COUNTY COMMISSIONER	DATE
WASCO COUNTY COMMISSIONER	DATE
WASCO COUNTY COMMISSIONER	DATE
THE DALLES CITY COUNCIL	DATE
THE DALLES CITY ENGINEER	DATE
THE DALLES PLANNING DIRECTOR	DATE

### DECLARATION:

I, RANDOLPH S. OLMSTEAD AS OWNER OF THE LAND SHOWN ON THE PLAT HEREUNTO ATTACHED AND MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE ALSO HEREUNTO ATTACHED DECLARE THE PLAT OF "THE OAKS AT OTT SPRINGS" TO BE A CORRECT PLAT AS LOCATED IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, CITY OF THE DALLES, WASCO COUNTY, OREGON.

RANDOLPH	~	UNCTEVE

ACKNOWLEDGEMENT	Α	$\mathbf{C}$	$\mathbf{K}$	N	0	W	L	$\mathbf{E}$	D	G	$\mathbf{E}$	M	$\mathbf{E}$	N	Т	:
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\_\_\_\_, 2022 BEFORE ME A NOTARY PUBLIC FOR THE STATE OF OREGON, APPEARED RANDOLPH S. OLMSTEAD, KNOWN TO ME PERSONALLY, WHO BEING FIRST DULY SWORN, SAID THAT HE DID ACKNOWLEDGE THIS INSTRUMENT OF HIS FREE AND VOLUNTARY ACT.

NOTARY SIGNATURE	
NOTARY PUBLIC PRINTED NAME	
STATE OF	
COUNTY OF	
COMMISSION No	
MY COMMISSION EXPIRES	

### APPROVALS:

I HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT OF "THE OAKS AT OTT SPRINGS" IN THE CITY OF THE DALLES, WASCO COUNTY, OREGON, 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 TAXES AND ASSESSMENTS DUE OR WILL BECOME DUE THEREON DURING THE CALENDAR YEAR HAVE BEEN FULLY PAID AS REQUIRED BY LAW AND I HEREBY APPROVE SAID PLAT.

WASCO COUNTY ASSESSOR	DATE
WASCO COUNTY TAX COLLECTOR	DATE

### RECORDING INFORMATION **WASCO COUNTY** ISURVEYOR'S OFFICE Survey No. Filed

### **OWNER:**

RANDOLPH S. OLMSTEAD P.O. BOX 224 HOOD RIVER, OREGON 97031

Docu	ment Number
Slide	Number

### NOTES:

- 1) BEARINGS BASED ON THE PLAT OF OTT SPRINGS SUBDIVISION BETWEEN THE FOUND MONUMENTS ON THE SOUTHWESTERLY LINE AS SHOWN.
- 2) PORTIONS OF THE PROPERTY LIE IN THE CITY OF THE DALLES GREATER THAN 30 DEGREE SLOPE GEOLOGIC HAZARD ZONE.
- 3) CITY OF THE DALLES SANITARY SEWER SYSTEM. DOMESTIC WATER BY CHENOWITH WATER P.U.D.
- 4) ZONING IS "RH" HIGH DENSITY RESIDENTIAL WITH COMPREHENSIVE PLAN DESIGNATION OF RESIDENTIAL HIGH DENSITY.
- 5) THERE ARE NO PHYSICAL OR ENVIRONMENTAL CONSTRAINTS SUCH AS EROSION CONTROL, FLOOD WAYS, FLOOD PLAINS OR NATURAL DRAINAGE WAYS ASSOCIATED WITH THIS SITE. AREAS OF THE SITE HAVE NATURAL GROUND SLOPE IN EXCESS OF 15%.
- 6) THERE ARE NO SIGNIFICANT NATURAL FEATURES SUCH AS ROCK OUTCROPPINGS, CREEKS, STREAMS, PONDS, RIPARIAN AREAS OR ANY TYPE OF TREE GREATER THAN 14" IN DIAMETER ASSOCIATED WITH THIS SITE.
- 7) THIS LAND USE ACTION REVIEWED AND APPROVED BY THE CITY OF THE DALLES AS SUBDIVISION 76-20.
- 8) MONUMENTATION FOR THIS SUBDIVISION WAS COMPLETED ON APRIL 11, 2022.
- 9) OWNERSHIP, EASEMENTS AND OTHER ENCUMBRANCES OF RECORD VERIFIED BY REFERENCE TO WASCO TITLE INC. PRELIMINARY TITLE REPORT ISSUED APRIL 11, 2022. UNDER ORDER No. 14-53451.
- 10) THAT PORTION OF THE SUBJECT PROPERTY LYING WITHIN TRACT 6 OF FRUITLAND PARK ADDITION SUBJECT TO BLANKET EASEMENT TO CHENOWITH WATER P.U.D. PER BOOK 111, PAGE 553 AND DOCUMENT No. 65-1974, NO WIDTH STATED. NOT FURTHER SHOWN OR NOTED ON
- 11) PROPERTY IS SUBJECT TO THE DECLARATION OF COVENANTS. CONDITIONS AND RESTRICTIONS FOR OTT SPRINGS SUBDIVISION AS RECORDED MAY 8, 2008 AT DOCUMENT No. 2008-002095. NOT FURTHER SHOWN OR NOTED ON THE MAP.

### SURVEYOR'S CERTIFICATE:

I, BENJAMIN B. BESEDA, REGISTERED LAND SURVEYOR NO. 50800 IN THE STATE OF OREGON, BEING FIRST DULY SWORN, DEPOSE AND SAY THAT I HAVE CORRECTLY EXECUTED AND MARKED WITH PROPER MONUMENTS, ACCORDING ORS CHAPTER 92 AND THE CITY OF THE DALLES MUNICIPAL CODE, A SUBDIVISION LYING IN LOTS 13 THROUGH 17 OF THE PLAT OF OTT SPRINGS IN THE SOUTHEAST 1/4 OF SECTION 32. TOWNSHIP 2 NORTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, CITY OF THE DALLES, WASCO COUNTY, OREGON. INITIAL POINT FOR SAID SUBDIVISION IS THE 1/2" PIPE FOUND AT THE SOUTHMOST CORNER OF SAD LOT 13. THE PLATTED PROPERTY IS DESCRIBED AS FOLLOWS:

LOTS 13, 14, 15, 16, AND 17 OF THE PLAT OF OTT SPRINGS SUBDIVISION, AS RECORDED DECEMBER 19, 2007, AT DOCUMENT NO. 2007-006270 (SLIDE D-51B), DEED RECORDS OF WASCO COUNTY.

CONTAINS 0.922 ACRES.

### NARRATIVE:

THE PURPOSE OF THIS SURVEY WAS TO COMPLETE A REPLAT OF LOTS 13 THROUGH 17 OF THE OTT SPRINGS SUBDIVISION. THE EXISTING FIVE LOTS WILL BE REDIVIDED TO CREATE NINE SMALLER LOTS. THE SUBDIVIDED PROPERTY WILL BE KNOWN AS "THE OAKS AT OTT SPRINGS". PRIOR TO COMPLETING THE FIELD WORK AND MAPPING NECESSARY FOR THIS SURVEY, RESEARCH WAS MADE TO OBTAIN A COPY OF THE CURRENT DEED FOR THE SUBJECT PROPERTY AND A CURRENT TITLE REPORT. RESEARCH WAS ALSO UNDERTAKEN TO OBTAIN COPIES OF PRIOR SURVEYS OR PLATS COMPLETED ON OR IN THE VICINITY OF THE SUBJECT PROPERTY. PRIOR SURVEYS UTILIZED AS A PART OF THE RESOLUTION SHOWN HEREON ARE LISTED AS REFERENCES. THE EXISTING OTT SPRINGS LOTS WERE SURVEYED AND MONUMENTED IN THEIR CURRENT CONFIGURATION IN REFERENCE #4.

IN THE FIELD FOR THIS SURVEY, MONUMENTS WERE FOUND THROUGHOUT THE EXTERIOR BOUNDARY OF THE SUBJECT LOTS AS SHOWN. EXCEPT AS NOTED ON THE MAP, THESE MONUMENTS WERE FOUND TO CLOSELY MATCH RECORD DIMENSION AND WERE HELD AS FOUND. THE RESOLVED EXTERIOR BOUNDARIES OF LOTS 13 THROUGH 17 IDENTICALLY MATCH THE CREATING SUBDIVISION PLAT. WITH RESOLUTION OF THE EXTERIOR BOUNDARY OF THE SUBJECT LOTS, IT WAS REPLATTED INTO NINE LOTS OF A SMALLER CONFIGURATION PER LANDOWNER DIRECTION AS SHOWN ON THE MAP.

THE COMPLETED MAP SHOWS EASEMENTS OF RECORD AS DISCLOSED BY THE CURRENT TITLE REPORT. NO NEW EASEMENTS WERE CREATED AS A PART OF THIS PLAT. THE COMPLETED PLAT WAS MONUMENTED AS SHOWN.

SET MONUMENTS ARE 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "B BESEDA PLS 50800" UNLESS NOTED

### **ENGINEER / SURVEYOR:**

TENNESON ENGINEERING CORP. 3775 CRATES WAY The Dalles, Oregon. 97058 Ph. 541-296-9177 FAX 541-296-6657

> REGISTERED PROFFSSIONAL LAND SURVEYOR

OREGON JULY 13, 1999 BENJAMIN B. BESEDA 50800

EXPIRES: 12/31/2023 SHEET 2 OF 2

W.O. #15941.Replat