



## AGENDA: REGULAR SESSION

WEDNESDAY, JUNE 21, 2023

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 an interpreter, please contact the Commission Office at least 7 days in advance.

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

9:00 a.m.	<b>CALL TO ORDER/PLEDGE OF ALLEGIANCE</b> Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. <b>Corrections or Additions to the Agenda</b> <b>Discussion Items:</b> <a href="#">Vacation Policy Revisions</a> ; <a href="#">ORMAP Agreement</a> ; <a href="#">Appointments</a> ; <a href="#">APHIS Wildlife Management Agreement and Work Plan</a> (Items of general Commission discussion, not otherwise listed on the Agenda) <b>Consent Agenda:</b> <a href="#">6.7.2023 Regular Session Minutes</a> ; <a href="#">Reappointments</a> ; <a href="#">Purchase Agreement</a> (Items of a routine nature: minutes, documents, items previously discussed.) <b>Public Comment at the discretion of the Chair (3 minute limit unless extended by Chair)</b>
Times are Approximate	
9:30 a.m.	<a href="#">Budget Adjustment Hearing</a> – Shayla Maki
9:40 a.m.	<a href="#">Public Works: Quote for Drilling/Blasting Road Vacation</a> } – Arthur Smith
10:10 a.m.	<a href="#">Mid-Columbia Economic Development District (MCEDD)</a> <a href="#">Transportation Agreements</a> <a href="#">Annual MCEDD IGA</a> } – Jessica Metta/Carrie Pipinich
10:30 a.m.	<a href="#">Annual Insurance Report</a> – Breanna Wimber
	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

JUNE 21, 2023

This meeting was held in person and on Zoom

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

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

PRESENT: Steve Kramer, Chair  
Scott Hege, Vice-Chair  
Phil Brady, County Commissioner  
STAFF: Kathy Clark, Executive Assistant (remote)  
Tyler Stone, Administrative Officer

Chair Kramer opened the session at 9:00 a.m. with the Pledge of Allegiance.

Changes to the Agenda:

- Fireworks Ban added to Discussion List
- Golf Course Water Project Bid added to Discussion List

**Discussion Item – Vacation Policy Revisions**

Finance Manager Shayla Maki reviewed the memo included in the Board Packet. Public Works Director Arthur Smith referenced the original Vacation Committee recommendation, saying that the changes to the Vacation Policy will clarify the intent of when access to vacation time begins.

Interim Human Resources Director Fiona Ferguson added that the revised policy has been approved by CIS's pre-loss team and will take effect upon adoption. Employees will be able to see their awards immediately in the pay system.

Commissioner Hege asked if the vacation is accrued or awarded. Ms. Ferguson replied that technically it is accrued but we use the term awarded because employees cannot cash out vacation.

Commissioner Brady commented that he listened to the recent Management Team recording and appreciates the fair and equitable treatment. He said he appreciates the remarkable work of the Management Team.

**{{Vice-Chair Hege moved to approve the Amended Wasco County Vacation Policy. Commissioner Brady seconded the motion which passed unanimously.}}**



**Discussion Item – Spring 2023 ORMAP Agreement**

Survey & Engineering Technician Ivan Donahue stated that this is the latest grant agreement to continue the remapping project. He noted that the yellow area depicted on the map, which is included in the Board Packet, is the area they will be working on through this funding. The controls have been gathered; this is the first grant being used to actually do the remapping. County Surveyor Brad Cross explained that control is collecting the monuments in the field and the remapping actually enters the data into the system to create more accurate maps.

Commissioner Brady asked if this will disrupt use of the online GIS system. Mr. Cross replied that it will not disrupt and will improve the user experience.

Vice-Chair Hege commented on the massive amount of data and work ahead; he asked how long it will take to complete the work. Mr. Cross estimated that it will take approximately 5 years to complete the remapping.

**{{{Vice Chair Hege moved to approve Department of Revenue ORMAP IGA DOR-167-23. Commissioner Brady seconded the motion which passed unanimously.}}}**

**Discussion Item – Fireworks Ban**

Chair Kramer pointed out that we have already had 3 fires in Wasco County this year; with a declared drought, it is appropriate to institute the fireworks ban again this year. Mr. Stone noted that the County has done this for the last couple of years; the ban supports Law Enforcement activities. He added that the City of The Dalles will likely also be passing a ban that is supported by the County ban.

Commissioner Brady stated this is wise and prudent considering the circumstances. He pointed out that there are other ways to celebrate the 4<sup>th</sup> of July and there will be fireworks on the river for citizens to enjoy.

**{{{Commissioner Brady moved to approve Resolution 23-010 declaring a local state of emergency as a result of drought and declaring a ban on the use of fireworks. Vice-Chair Hege seconded the motion which passed unanimously.}}}**

**Discussion Item – Appointments**

BOARD OF PROPERTY TAX APPEALS

Ms. Clark explained that BOPTA has lost a couple of members. Chief Deputy Clerk Chrissy Zaugg has recruited new members from the local real estate community. Vice-Chair Hege, who chairs BOPTA, commented that it is great to

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have these folks step up to replace the realtors who have stepped off the Board.

Commissioner Brady asked how many people sit on the Board. Vice-Chair Hege replied that there is no limit. Each hearing has a Board of 3 and it is helpful to have a good number to rotate through hearings depending on availability.

County Clerk Lisa Gambée explained that there are a variety of people they have asked to join the Board. Today she is asking the Board to reappoint 3 existing members and appoint 2 new members. She said Vice-Chair Hege usually does the ones that are being withdrawn. Vice-Chair Hege pointed out that this is a unique Board as they are paid and have to attend a full day of training every 2 years. He noted that the hearings can be confrontational and the Board members need to remain professional.

**{{Vice-Chair Hege moved to approve Orders 23-044 and 23-045 appointing Melissa Alvarado and Heather Bremmer to the Wasco County Board of Property Tax Appeals. Commissioner Brady seconded the motion which passed unanimously.}}**

Vice-Chair Hege asked if the name of the Board will be changing. Ms. Gambée responded affirmatively, saying that recent legislation will change the name as of January 1, 2024 to the Property Values Appeals Board. She noted that what the Board evaluates are property values rather than property taxes so the new name will eliminate some confusion.

COLUMBIA RIVER GORGE COMMISSION

Mr. Stone stated that there are 3 applications for this position – 2 are in the packet and a third came in late yesterday. The Board will need to make a decision on the appointment. He added that the Friends of the Gorge have weighed in on the appointment as well.

Chair Kramer thanked Rodger Nichols for his years of service as the County's representative on the Columbia River Gorge Commission. He said that applicant Elaine Albrich has been heavily vetted but he has not seen any additional information on the other two applicants.

Friends of the Gorge Conservation Director Rudy Salakory stated that he believes every candidate should be vetted. He said that their concern is that Mr. Nichols should continue to serve until Wasco County has time to complete that process. He stated that there has not been enough time for the community to weigh in on this appointment; Friends just wants the process to pause to give more residents time to apply and bring it as a specific action item.

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Vice-Chair Hege asked to hear from County Counsel. Mr. Stone said we only received the letter from Friends of the Gorge last night. Ms. Campbell has done an initial review and is here along with Ms. Albrich.

County Counsel Kristen Campbell stated that each issue raised by Friends of the Gorge was previously vetted upon receipt of Ms. Albrich's application and discussed with Friends. She said she is not concerned. This position is posted on our website and is being handled just as it is for all other appointments. The County has vetted Ms. Albrich as did her law firm. Ms. Albrich owns a home in Wasco County and is in the process of making that move. She is registered to vote in Wasco County and resides in Wasco County. Office addresses have no relevance with the advent of remote work. Future conflicts will be handled on a case by case basis. Ms. Campbell pointed out that Ms. Albrich has worked in capacities both adverse to and as an advocate of Wasco County. She said she is confident in Ms. Albrich's ability. She added that Counsel for the Columbia River Gorge Commission expressed no concerns about this potential appointment.

Vice-Chair Hege asked what determines residency. Ms. Campbell replied that it is determined by voting records, address of record, ownership, etc.

Vice-Chair Hege asked about mortgage records. Ms. Campbell explained that a prior mortgage application is not determinative of future residency.

Vice-Chair Hege said that there is an inference in the Friends' letter that conflicts of interest would prevent Ms. Albrich from participating in many of the issues. He said that seems to be overreaching and he is not sure it is true. Ms. Campbell stated that the letter was received quite late so she has not had a lot of time to review it; however, she does not see any direct conflicts of interest. Mr. Stone observed that there is a conflict potential for every member of the Commission and each will have to be addressed on a case by case basis.

Vice-Chair Hege said one statement in the letter says she would have to recuse herself from every issue in Oregon. He said he suspects that the conflicts are not as strong as have been outlined.

Vice-Chair Hege asked how long the position has been posted on our website. Ms. Clark replied that volunteer applications are always available on our website.

Commissioner Brady noted that a strong vetting process builds respect for candidates. He said he has spoken with Ms. Albrich who is well-qualified. He said he wants to have a good public understanding that we are thoughtful about our goals and our appointee is aligned with those goals. He said he would suggest that we take a little more time for the process; the Board needs to

determine what we want from our representative.

Vice-Chair Hege said he tends to agree; this is an important appointment for the County. He said he wants this person to be loyal to what our goals and expectations are. The challenge is the conflict with our needs for economic development. He stated that the letter from Friends of the Gorge is troubling – it seems to tell us what we can and cannot do; it feels oppressive. He said in a perfect world, he would like to get on the same page and work together with an understanding of what the County needs are and collaborate to meet both organizations' goals. He said it is important for this person to be our representative.

Commissioner Brady said he reached out to 7 people to apply. He would encourage the public to participate in recruitment for the position. Vice-Chair Hege commented that it is a challenging position.

Mr. Salakory said they are working hard on economic development and are interested in entering a relationship with communities. He said they understand the importance of economic development. He said that it seems Ms. Albrich has been thoroughly vetted; the others should be as well.

City of The Dalles Council Member Dan Richardson asked who the third applicant is. Chair Kramer responded that it is David Peters. Mr. Richardson asked who the appointee represents – the Board or the community. Chair Kramer replied that the appointment has been through the Board. Vice-Chair Hege pointed out that the Board, as elected Commissioners, are the representatives of the people.

Mr. Richardson said that he believes we can recruit thoughtful people. He said he would support Mike Ballinger's appointment.

Ms. Albrich said she is excited to apply and looking forward to transitioning to Wasco County as her work is rural lands policy. She said she has not had much time to parse the Friends of the Gorge letter and will provide a more detailed response. She said her application was seriously vetted through her firm's counsel.

Chair Kramer commented that Mr. Salakory has been with Friends for 7 months and is offering to help build relationships. He pointed out that those of us at the east end of the Gorge have different needs; the Wasco County Board of Commissioners represents 27,000 people.

**Agenda Item – Budget Adjustment Hearing**

At 9:57 a.m. Chair Kramer recessed from the regular session to open a public

hearing for a budget adjustment. He explained the process to be followed and asked staff to present.

Ms. Maki reviewed the memo included in the Board Packet saying that currently the Fair is \$991 over budget with projections of being \$25,000 over budget. She went on to say that revenues have also increased by approximately \$60,000. This change will not require accessing contingency funds and is recommended at a \$30,000 increase to both revenue and expense.

Vice-Chair Hege asked where the additional revenue came from. Ms. Maki replied that she does not have that information with her but can provide it following the meeting. Vice-Chair Hege said he believes a good portion of it came from the State and more will be coming in as a result of recent legislation. Mr. Stone said that the challenge of the fair is that expenses generally come in at the end of one fiscal year and revenues come in at the beginning of the next fiscal year.

Chair Kramer opened to floor to public testimony. There was none.

Chair Kramer closed the hearing at 10:02 a.m. and resumed the Regular Session

**{{Vice-Chair Hege moved to approve the Resolution 23-007 to increase Fair Fund revenues \$30,000 and increase Fair Fund expense \$30,000.**

**Commissioner Brady seconded the motion which passed unanimously.}}**

<b>Agenda Item – Public Works</b>
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QUOTE FOR DRILLING/BLASTING

Mr. Smith explained that he has budgeted for the harvesting of crushed rock from both the Shady Brook and Harvey rock pits. He contacted 3 qualified companies for quotes. Of the 3, 2 expressed interest and 1 participated in the mandatory site visit and submitted a quote. He said he is seeking approval to accept the quote and allow his department to work the company to fine-tune a plan to do the work in the next fiscal year. He commented that the company is highly qualified and he is confident in their ability

Commissioner Brady asked how the quote works. Mr. Smith replied that it is a starting point; he will work with them to add to or change the scope of work appropriately.

**\*\*\*The Board was in consensus for the Public Works Director to move forward with the quote from McCallum Rock Drilling to harvest crushed rock from County rock pits.\*\*\***

ROAD VACATION PETITION

Mr. Smith said he has received a petition to vacate approximately 1,000 feet of Hood River Road. He is here today requesting direction to prepare his report regarding the petition. He proceeded to review the memo included in the Board Packet saying that landowners have experienced numerous problems related to the public road including trespassing, dumping and camping on private property.

Mr. Stone asked if the road accesses public ground. Mr. Smith replied that it accesses ground owned by Hood River County. He said he has not done the research on the Hood River side; he will do that as he prepares his report which will take some time.

Commissioner Brady reported that he has seen the large items that have been dumped there which is irresponsible. He asked if Mr. Smith will be talking to people who use the road. Mr. Smith said he does not advertise that he is researching, but will be talking to the landowners and Hood River County as well as researching historical files. He said he will present his findings at a public meeting where people can provide feedback.

Commissioner Brady said that people engage in looking for places to go and they generally follow the rules; but when no trespassing signs are posted where they are not valid, it encourages people to ignore no trespassing signs. Mr. Smith said in this area, you can trespass pretty easily if not careful. He reported that owners have had people basically camping in their backyard.

Vice-Chair Hege asked if there is a road in the area from Hood River County to Wasco County that is passable. Mr. Smith responded affirmatively saying that Elder Road is passable. Vice-Chair Hege noted that at times, that has been the only way to get from one county to the other.

**{{Vice-Chair Hege moved to approve the Order 23-046 directing the Public Works Director to prepare his report on an approximately 1,000 foot section of Hood River Road, between the Hood River County/Wasco County boundary line and the existing "east" gate, lying just westerly of the driveway entrance to the Doughten/Posner parcel, Tax Lot 600, all located west of Mosier, Oregon, Section 10, Township 2 North, Range 11 East, Willamette Meridian. Commissioner Brady seconded the motion which passed unanimously.}}**

Agenda Item – Mid-Columbia Economic Development District

TRANSPORTATION AGREEMENTS

MCEDD Executive Director Jessica Metta reviewed the memo included in the Board Packet regarding the ODOT transportation grant agreement and the contracts for MCEDD to administer the ODOT and State transportation grant programs.

**{{Vice-Chair Hege moved to approve ODOT 5310 Grant Agreement #35505 for the provision of transportation to seniors, individuals with disabilities and the general public. Commissioner Brady seconded the motion which passed unanimously.}}**

**{{Commissioner Brady moved to approve Amendment 1 to the IGA between Mid-Columbia Economic Development District and Wasco County for public transportation under FTA 5310. Vice-Chair Hege seconded the motion which passed unanimously.}}**

**{{Vice-Chair Hege moved to approve the IGA between Mid-Columbia Economic Development District and Wasco County to support the administration of fiscal years 2023-2025 Wasco County Statewide Transportation Improvement Fund Formula Plan. Commissioner Brady seconded the motion which passed unanimously.}}**

ANNUAL MCEDD IGA

MCEDD Deputy Director of Economic Development Carrie Pipinich stated that she met with Chair Kramer and County staff to discuss the scope of work for this year's Intergovernmental Agreement. She said this is very similar to last year's agreement with special project support for broadband. She noted that the IGA allows flexibility for items that come up during the fiscal year.

**{{Commissioner Brady moved to approve the 2023/24 Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District. Vice-Chair Hege seconded the motion which passed unanimously.}}**

Agenda Item – Annual Insurance Report

Stratton Insurance Agent Breanna Wimber reviewed the renewal letter and premium schedules included in the Board Packet. She noted that property/liability rates are up over last year which is a national trend.

Vice-Chair Hege asked if the newly acquired property on 3<sup>rd</sup> Street is included.



Mr. Stone replied that we do not officially own that property yet, but it will be included once the title process is complete.

Ms. Wimber went on to say that she is excited to report that Wasco County's modification rating has fallen below the average resulting in a discount. She commended Department Directors for the work they have done to ensure staff are returning home safely each day.

Vice-Chair Hege asked about insurance for cyber security. Mr. Stone stated that we use a different company for that insurance. Ms. Wimber said that Wasco County has done considerable work in this area which enables them to get additional limits on a policy. Vice-Chair Hege asked if that is through CIS. Ms. Wimber replied that it is not; CIS offers a cybersecurity policy but the limits are very low. She said she tracks the limits and strength of that program and if it improves, we can consider it in the future.

Chair Kramer opened the floor to public comment.

Sheila Dooley submitted written materials (attached) saying that she reviewed the deed for the Albrich property which states she will occupy it as a second home. She said on that basis, Ms. Albrich should not be considered for the appointment. She said that Ms. Albrich did not answer all the questions on the application and was previously an attorney for the wind turbine industry.

Chair Kramer asked why Mr. Dooley was submitting these materials at the last minute. Ms. Dooley replied she did not know about the appointment until recently. Chair Kramer observed that it is very difficult for the Board to respond when submissions are made so late.

<b>Discussion Item – Golf Course Water Project Bid</b>
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Mr. Stone said he just received this bid which is for the extension of the water system to the golf course as well as for fire suppression. There are 3 proposals; he recommends, with the concurrence of our project engineer, to accept the Crestline Construction bid.

Commissioner Brady asked about the additive. Mr. Stone explained that was included in case the Country Club wanted to piggyback onto our project.

Chair Kramer asked if the bid is within the budget. Mr. Stone responded affirmatively.

Vice-Chair Hege asked if this will also provide service for the residences. Mr. Stone said that it can if they want to connect.

Vice-Chair Hege asked if the housing development toward the Discovery Center

is on a well. Mr. Stone said that it is but it is a different well. Vice-Chair Hege asked if there is a potential connection for that. Mr. Stone replied that the engineers have recommended against that; they would rather do that when those services are requested. Further discussion ensued regarding the details of pipe location.

**{{Vice-Chair Hege moved to accept the Crestline Construction Company bid for \$274,720.00 with additional work upon discussion with The Dalles Country Club and the approval of the project engineer. Commissioner Brady seconded the motion which passed unanimously.}}**

**Discussion Item – APHIS Wildlife Management Agreement**

Vice-Chair Hege asked if this is the same agreement as previously. Mr. Stone said that it is. Vice-Chair Hege said he understands they have brought on someone new to do this work.

**{{Commissioner Brady moved to approve the Cooperative Service Agreement between Wasco County and the Animal & Plant Health Inspection Service and further move to approve the 2023/24 APHIS Work & Financial Plan. Vice-Chair Hege seconded the motion which passed unanimously.}}**

**Consent Agenda – 6.7.2023 Regular Session Minutes; Reappointments; Sales and Purchase Agreement**

Mr. Stone stated that this is the same purchase agreement proposed at the last Board Session. Vice-Chair Hege asked if we have the extra time to complete our due diligence. Mr. Stone said that that work is already underway. Ms. Clark stated that the agreement in the packet is not the final version; language was added to extend the County's time to complete the due diligence work.

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

Mr. Nichols said he would stay on for the Gorge Commission until everything is resolved. Chair Kramer asked if there is anything of import occurring in the next month. Mr. Nichols said he is not aware of anything; it is really a quiet time.

**Commission Call**

Commissioner Brady reported that he and Vice-Chair Hege had attended portions of the recent BNSF emergency response exercise. He will try to put together a presentation for a future Commission Call.

Vice-Chair Hege said that the AOC Legislative Committee has had a lot going on; the next meeting of AOC is in Klamath Falls. Chair Kramer noted that the meeting will be available virtually; he plans to attend in person. Commissioner Brady said he would also be attending in person.

Chair Kramer said the NACo conference is next month with all three Commissioners planning to attend. He said we did not get additional funding for fairs but they did pass 3410 which puts \$3 million into grant programs for county fairs showing significant losses due to OHA COVID mandates. He said there are other fair-related legislation pieces will come up at the next legislative session. He said that the new Fair Board is coming together and things are going well.

Commissioner Brady said that Mid-Columbia Community Action Council is about to finish renovation work on the annex which will bring a lot of housing opportunities this fall. He said that he knows that the slow process of the North Central Public Health District decision has been frustrating. They have been working with our Finance Director to have some questions answered. He said he will be encouraging them to move forward in a timely manner.

Chair Kramer adjourned the meeting at 11:05 a.m.

#### Summary of Actions

#### MOTIONS

- **To approve the Amended Wasco County Vacation Policy.**
- **To approve Department of Revenue ORMAP IGA DOR-167-23.**
- **To approve Resolution 23-010 declaring a local state of emergency as a result of drought and declaring a ban on the use of fireworks**
- **To approve Orders 23-044 and 23-045 appointing Melissa Alvarado and Heather Bremmer to the Wasco County Board of Property Tax Appeals.**
- **To approve the Resolution 23-007 to increase Fair Fund revenues \$30,000 and increase Fair Fund expense \$30,000.**
- **To approve the Order 23-046 directing the Public Works Director to prepare his report on an approximately 1,000 foot section of Hood River Road, between the Hood River County/Wasco County boundary line and the existing "east" gate, lying just westerly of the driveway entrance to the Doughten/Posner parcel, Tax Lot 600, all located west of Mosier, Oregon, Section 10, Township 2 North, Range 11 East, Willamette Meridian.**
- **To approve ODOT 5310 Grant Agreement #35505 for the provision of transportation to seniors, individuals with disabilities and the general public.**

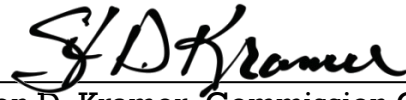
- **To approve Amendment 1 to the IGA between Mid-Columbia Economic Development District and Wasco County for public transportation under FTA 5310.**
- **To approve the IGA between Mid-Columbia Economic Development District and Wasco County to support the administration of fiscal years 2023-2025 Wasco County Statewide Transportation Improvement Fund Formula Plan.**
- **To approve the 2023/24 Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District.**
- **To accept the Crestline Construction Company bid for \$274,720.00 with additional work upon discussion with The Dalles Country Club and the approval of the project engineer.**
- **To approve the Cooperative Service Agreement between Wasco County and the Animal & Plant Health Inspection Service and further move to approve the 2023/24 APHIS Work & Financial Plan.**
- **To approve the Consent Agenda:**
  - **6.7.2023 Regular Session Minutes**
  - **Sales and Purchase Agreement as revised**
  - **Reappointments:**
    - **Order 23-023 Reappointing David Cooper to Farm Board**
    - **Order 23-024 Reappointing Rich Remington to Farm Board**
    - **Order 23-025 Reappointing Jerry Duling to Farm Board**
    - **Order 23-026 Reappointing Scott Hege to BOPTA**
    - **Order 23-027 Reappointing Chris Schanno to BOPTA**
    - **Order 23-029 Reappointing Anthony Tarnasky to BOPTA**
    - **Order 23-031 Reappointing Debby Jones to Early Learning HUB**
    - **Order 23-032 Reappointing Bill Markham to 15-Mile Watershed Council**
    - **Order 23-033 Reappointing Monte Wasson to 15-Mile Watershed Council**
    - **Order 23-034 Reappointing James Olsen to 15-Mile Watershed Council**
    - **Order 23-035 Reappointing Bill Hammell to 15-Mile Watershed Council**
    - **Order 23-036 Reappointing Merle Keys to 15-Mile Watershed Council**
    - **Order 23-039 Reappointing Mike Foreaker to MCEDD Board**

- **Order 23-040 Reappointing Rita Rathkey to the Public Transportation Advisory Committee**

**CONSENSUS**

- **For the Public Works Director to move forward with the quote from McCallum Rock Drilling to harvest crushed rock from County rock pits.**

Wasco County  
Board of Commissioners



Steven D. Kramer, Commission Chair



Scott C. Hege, Vice-Chair



Philip L. Brady, County Commissioner



## DISCUSSION LIST

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[VACATION POLICY REVISIONS](#) – Shayla Maki/Arthur Smith

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[ORMAP AGREEMENT](#) – Ivan Donahue

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[APPOINTMENTS](#) – Kathy Clark

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[APHIS WILDLIFE MANAGEMENT AGREEMENT](#) – Tyler Stone

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## DISCUSSION ITEM

### **Vacation Policy Revisions**

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[STAFF MEMO](#)

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[ORIGINAL COMMITTEE RECOMMENDATION - UPDATED](#)

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[REVISED VACATION POLICY](#)

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[MOTION LANGUAGE](#)

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06/08/2023

To: Board of County Commissioners

From: Mike Middleton – Finance Director  
Fiona Ferguson – Interim HR Director

Re: Vacation usage Policy Clarification

The Vacation Policy was redone in May 2020. The handbook was last updated in FY22.

The Vacation Policy set the award schedule for vacation starting on the first pay period of hiring and grows from that point.

The employee handbook states on page 25, “no vacation time may be taken or paid during the introductory/probationary period...” This would include new hires, promotions & transfers.

This has created a mismatch between what the vacation committee intended and how the policy is implemented. The intent was to allow new hires to be able to take time in the first six (6) months. This is not how it is currently implemented with the handbook.

To clarify the issue the following employees cannot take vacation for six (6) months:

- New hires
- Promoted employees
- Transferred employees

The Management Team discussed this discrepancy and recommends updating the policy and the handbook to explicitly permit vacation usage during introductory and/or probationary periods. This was the original intent and while implied in the Vacation Policy, it is not explicitly stated. It was specifically stated in the memo presented with the policy and is included here for support. The proposed policy change being brought to you is to explicitly state this change. In Sections 1&2 the following sentence is proposed to be added:

“The award may be used as earned (with the approval of the Department Director or designee) even during probation or introductory period.”

This is the only proposed change proposed to the Vacation Policy.



From: Vacation Committee  
To: Board of County Commissioners  
CC: Management Team  
Re: Proposed Changes to Vacation Policy

The Vacation Committee was charged with reviewing the vacation policy to identify problem areas and propose a solution if warranted. The group first met in January and consisted of twelve (12) members covering most of the departments of Wasco County. Monthly meetings have followed.

The group identified the primary problems as being:

1. The award level is too low
2. The time between awards – specifically for newer employees – is difficult
3. The time between increases is too long

### Discussion of the problems

**The award level is too low.** This causes difficulties in recruiting and retention. Wasco County is consistently less than the average of comparable entities (counties & cities) used for wage comparisons. Most entities start at twelve (12) days annually – one (1) day a month. Wasco County starts at ten (10) days annually. Wasco County's vacation rate ties the comparable entities average in the 6<sup>th</sup> year, then drops behind again until the 11<sup>th</sup> year where Wasco County exceeds the average for 3 years. After which, the county falls behind the average again. Within Wasco County itself, the vacation award is less than the WCLEA collective bargaining rate leading to difficulty in promoting to Sergeant. This is shown in attachment #1. This makes a work-life balance difficult.

**The time between awards – specifically for newer employees – is difficult.** The current policy's first award is at six (6) months, then twelve (12) months and annually following. This means a new hire has no time off for the first six (6) months. It is impossible to take a two week vacation in the first year. Even if an employee saves all their time, currently, a new employee would only have two weeks of vacation available for the first two years. It also leads to confusion as to when an increase is applicable. This also leads to an increase in unpaid leave at the end of the calendar year.

**The time between increases is too long.** The current policy is modeled on having an increase of five (5) additional vacation days every five (5) years, maxing out at twenty (20) days a year at the 11<sup>th</sup> anniversary award. This means large flat areas with no growth. A direct quote from the committee is, “No increases for a new employee for 5 years is hard.”

## **Second tier issues**

Tied to the primary problems identified are other issues.

- Hard decisions in inclement weather
- Fifteen (15) month cut-off – specifically in March as this is a difficult time
- Staff have to take unpaid leave
- Does the current policy match to the culture we are building?

## **Discussed But Outside the Scope of Vacation Policy**

Several items discussed were determined to be outside the scope of the vacation policy and the direction provided to the group.

- Cashing in time – this would have a direct fiscal impact and was discarded for that reason. Additionally, this would indicate an excess of vacation time being awarded as it would be just turned into cash.
- Inclement Weather Leave – this is not a part of a vacation policy where implemented. There are specific concerns especially concerning Oregon’s Pay Equity Law. Further, the additional vacation time proposed helps to mitigate this issue.
- Flexible Holiday – this is under the Holiday Policy. Nothing in the vacation policy changes this in any way.

## **Proposed Policy Changes**

Focusing on the primary problems, the committee started with two fixed points. The first is 12 days per year. The next is at 20 years which was set at 28 days. A line was then drawn from 12 days in year one to 28 days in year 20. This line was then modified to round to whole numbers. It results in 3 (three) years with no increase in vacation but every other year has an increase. This was done to simplify and not have decimals and rounding issues each year. Increases would happen on the adjusted anniversary date. See attachment #2 for a comparison of the proposed, current, WCLEA and comparable average. Attachment #3 is a table of the proposed awards per year.

The second piece of the proposal is for the award to happen each pay period. This would allow a new employee to have leave after the first month. The consensus was this would not be an issue as a) leave must be approved by the supervisor and b) even if the employee leaves, the awarded vacation is not paid out.

The third piece is a cap set at 240 hours – regardless of years of service or 40 vs 37.5 hour work week. This cap would not be effective until the policy has been in effect for one (1) fiscal year. When the cap is reached – no additional time is awarded until the balance is below the cap.

The committee is proposing the changed policy to be in effect on July 1<sup>st</sup>, 2020. As part of the change-over, the next vacation award an employee has scheduled under the current policy will be prorated back to June 30<sup>th</sup> and awarded to the employee. This will be in addition to any vacation leave the employee has not utilized yet.

### **Discussion of Proposed Changes**

The proposed rates start at 12 days annually as that is the most common award. The high point at 28 days for 20 years of service can be summed up with the statement, “If Harney County can offer 28 days at 20 years, so can Wasco County.” This may seem a bit simplistic but does work. The only problem with the logic is Harney County is not one of the counties included in our “comparables”. The proposed rates are shown against the highest of our comparable entities in attachment #4.

The proposed rates are the same as the current rates in the 11<sup>th</sup> year. This shows how the proposed plan has eliminated the problem of the large periods with no increase while working to the same point. The annual increase allows staff to feel growth each year while progressing to a point that is already in the policy. It is just several smaller, consistent increases versus two large increases.

The proposed rates past the 11<sup>th</sup> year are higher than the average comparable entities but not greater than the highest comparable entities until the 16<sup>th</sup> year.

The award would happen with each paycheck – ½ of the monthly award on the 10<sup>th</sup> and the other ½ on the 25<sup>th</sup>. This would provide a steadily growing vacation balance and enable staff earlier access to the vacation balance.

The cap was intentionally set at 240 hours for several reasons. First, it matches the WCLEA contract so if an arbitrary number is being picked – it is as good as any. Second, it is slightly more than the 20 year award level and would avoid putting the individual in a use or lose situation.

The proposed award rate matches the current award rate for the 11<sup>th</sup> annual award. This means the only staff not receiving an immediate higher rate of award are those who would be receiving their 11<sup>th</sup> annual award on January 1<sup>st</sup>, 2021. This is two (2) individuals. However, the individuals would still benefit from earlier access to vacation time.

The committee believes this to be in line with and strengthen Wasco County's culture, it will help with the work/life balance, increases the recruiting and retention of staff, and is fiscally sustainable.

### **Potential Problems & Costs**

The first concern is cost. Will this result in additional overtime costs? While this could be a risk in some areas, for the most part it is not. This has been confirmed with individual conversations in departments. Departments only open for specific hours would not be impacted with overtime. The issue would potentially exist with departments with rotating staff shifts. The biggest worry was the Sheriff's Office as this would change the hours for the Sergeants. While there is still the risk of overtime due to vacation if sickness strikes, this is still a risk with the current vacation award level. This was discussed with Directors for each department.

<b><u>Department</u></b>	<b><u>Response</u></b>
Finance	No impact on Overtime
HR	No impact on Overtime
Sheriff's Office	Minimal if illness hits at a bad time
Community Corrections	No impact on Overtime
911 Communications	No impact on Overtime
Assessing & Tax	No impact on Overtime
Clerk's Office	No impact on Overtime
Youth Services	No impact on Overtime
Facilities	No impact on Overtime
Information Systems	No impact on Overtime
Veterans Services	No impact on Overtime
Public Works	No impact on Overtime
Planning	No impact on Overtime
Surveyor	No impact on Overtime
Building Codes	No impact on Overtime

The fiscal impact is nearly non-existent unless additional staffing would be needed to cover vacation time. This is because the leave cannot be converted to cash except by being used as a vacation day. So there is no additional cost for the leave. However, Department Directors and supervisors will have to manage time off schedules tighter in some departments. It is important to note that all vacation still needs to be approved before use – the group is not proposing any change to that requirement.

Additionally, when the collective bargaining agreements come up for negotiations, this could provide pressure to increase their contract amounts. There are differences in the leave – primarily as awarded vs accrued or use/lose vs owned.

## Committee Recommendation

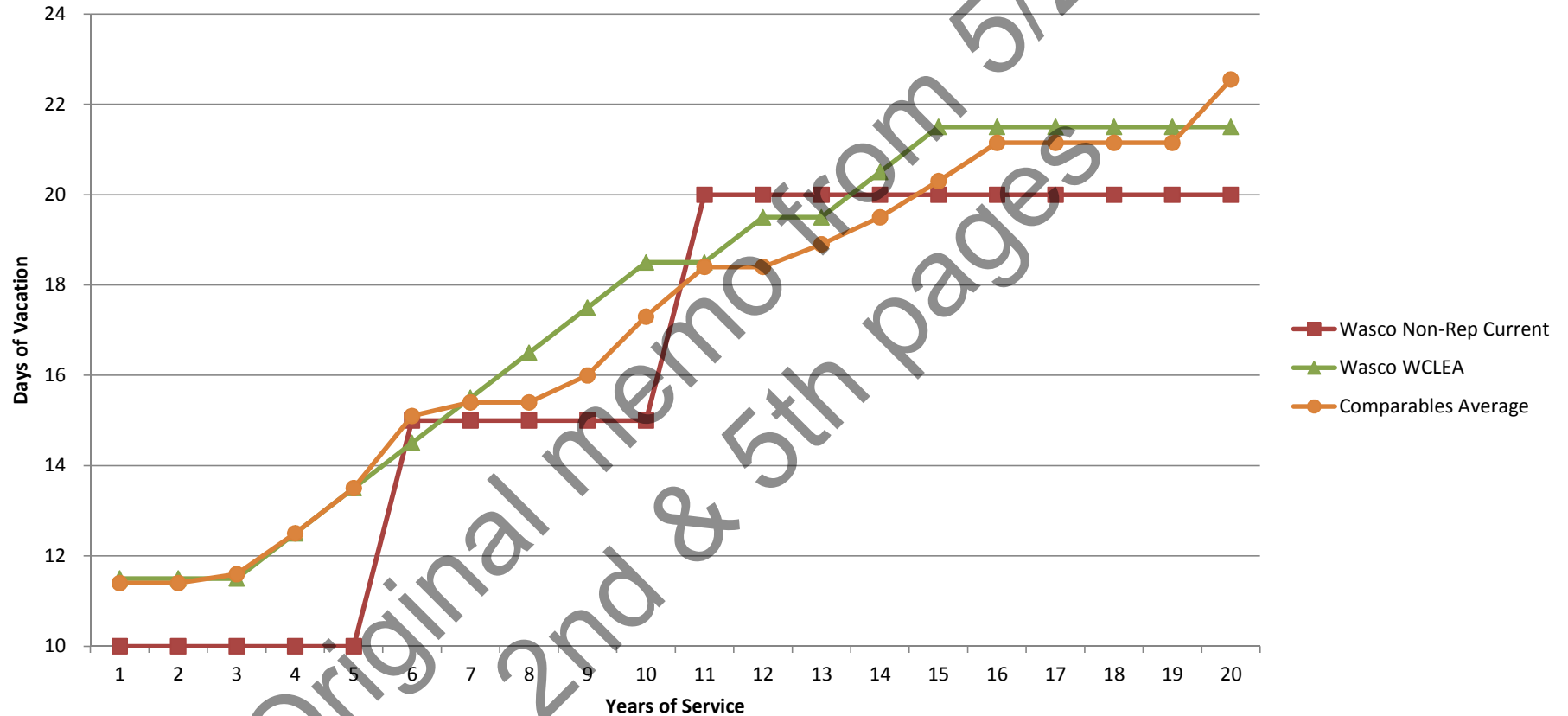
The Committee recommends the following changes to the vacation policy:

1. Vacation awarded starting at 12 days per year for the 1<sup>st</sup> year to 28 days per year for the 20<sup>th</sup> and beyond years. The rate of increase is 1 day per year except in service years 5, 11 and 17 where there is no increase from the prior year.
2. The awards are made on a semi-monthly basis with each paycheck – similar to how the sick time policy works.
3. A cap is set at 240 hours but not enforced for the first fiscal year.
4. A new hire is eligible to use vacation after it has been awarded.
5. The current policy award levels for each employee will be prorated back to June 30<sup>th</sup>, 2020 and awarded to the employee as of July 1<sup>st</sup>, 2020.

Original memo from 5/2020  
See 2nd & 5th pages

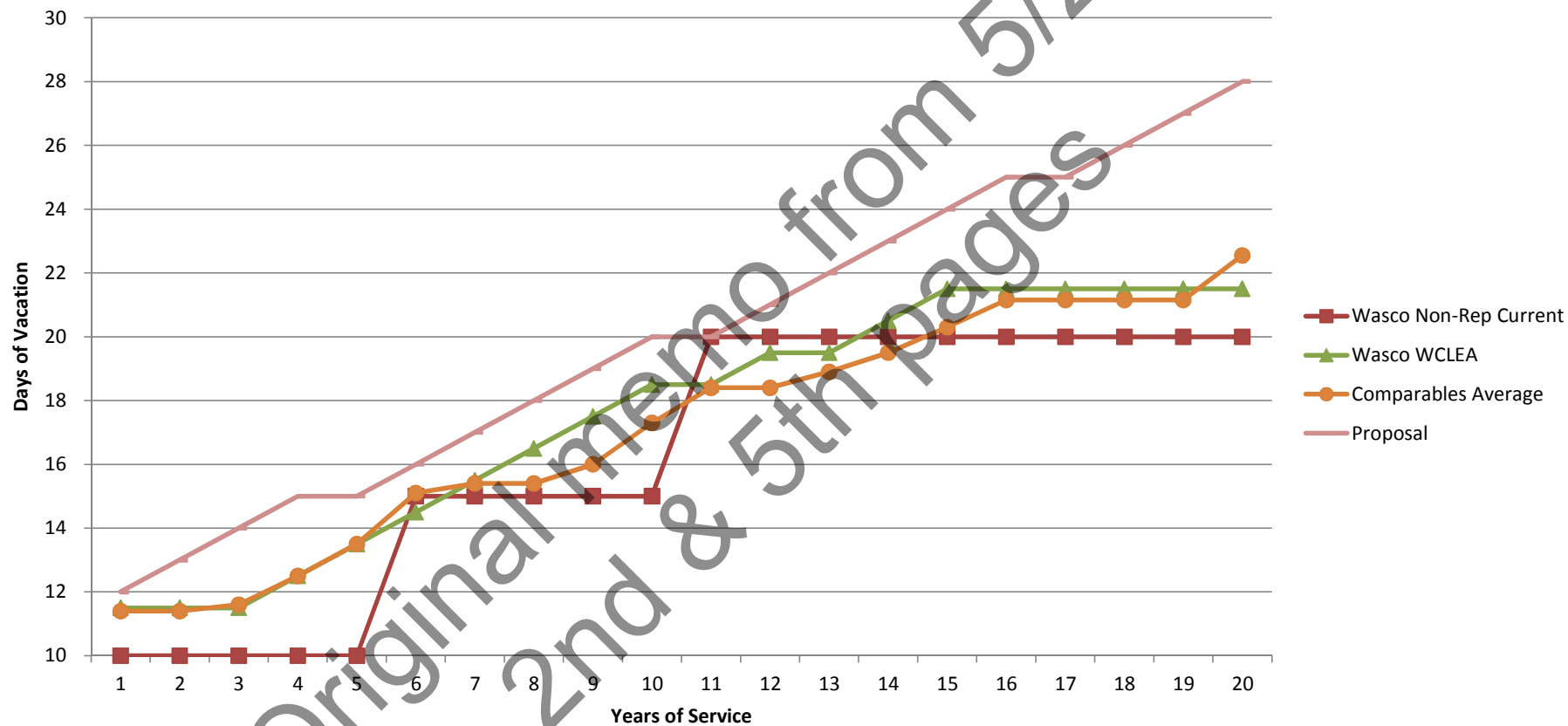
## Vacation Days - Current to Comparables Average & WCLEA

Attachment #1





# Vacation Days - Current to Proposed with Comparables Average & WCLEA

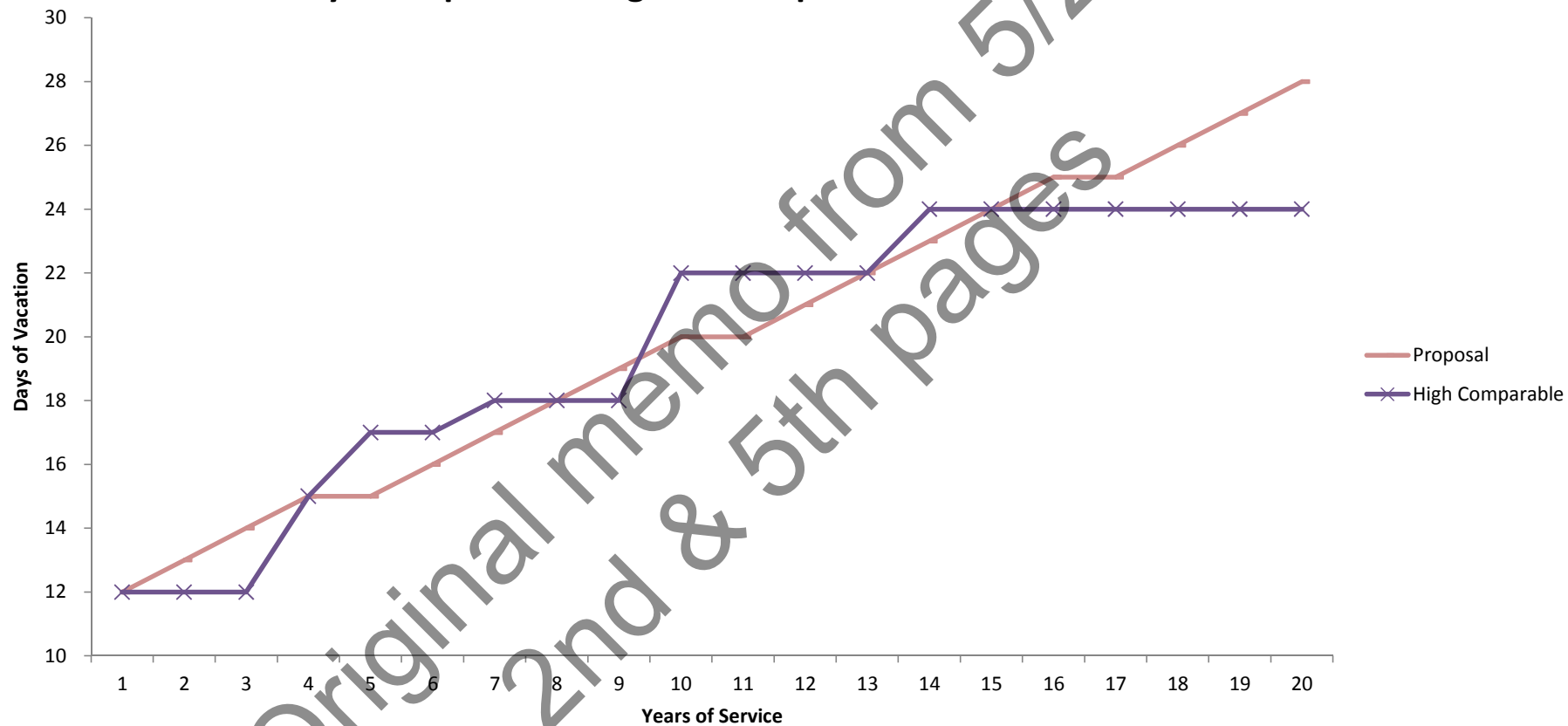


<b>From Anniversary</b>	<b>To Anniversary</b>	<b>Annual Award (days)</b>	<b>Monthly Hours (37.5)</b>	<b>Monthly Hours (40)</b>
Hire Date	1	12	7.50	8.00
1	2	13	8.13	8.67
2	3	14	8.75	9.33
3	4	15	9.38	10.00
4	5	15	9.38	10.00
5	6	16	10.00	10.67
6	7	17	10.63	11.33
7	8	18	11.25	12.00
8	9	19	11.88	12.67
9	10	20	12.50	13.33
10	11	20	12.50	13.33
11	12	21	13.13	14.00
12	13	22	13.75	14.67
13	14	23	14.38	15.33
14	15	24	15.00	16.00
15	16	25	15.63	16.67
16	17	25	15.63	16.67
17	18	26	16.25	17.33
18	19	27	16.88	18.00
19	20	28	17.50	18.67

Original memo from 10/1/2020  
See 2nd & 5th pages

## Vacation Days - Proposed to Highest Comparable

Attachment #4



**WASCO COUNTY, OREGON**  
**AMENDED VACATION POLICY**

This policy supersedes all previous vacation policies and applies to non-represented Wasco County Employees.

**DEFINITIONS**

**VACATION WEEK:** The normal number of hours of work scheduled in the employee's workweek.

**FULL-TIME:** Any position scheduled to work a minimum of 37.5 hours per week.

**REGULAR PART-TIME:** Any position scheduled to work less than 37.5 hours per week but more than 21.75 hours per week.

**ANNIVERSARY:** The date of original hire adjusted to the 1<sup>st</sup> of the month if the hire date is from the 1<sup>st</sup> to 15<sup>th</sup> or adjusted to the 1<sup>st</sup> of the following month if hired on the 16<sup>th</sup> or later in the month.

**AWARDED VACATION:** Paid time off for the employee to use and is not owned by the employee and may not be cashed out.

**ACCRUED VACATION:** Paid time off that accumulates as time passes and is held in a "vacation bank" owned by the employee.

**SECTION 1: PAID VACATION FOR FULL-TIME EMPLOYEES**

Full-time employees start to earn vacation award based from the date of hire. Awards are made based on the adjusted hire date utilizing the award table in Section 6. The award may be used as earned (with approval of the Department Director or designee) even during probation or introductory period.

**SECTION 2: PAID VACATION FOR REGULAR PART-TIME EMPLOYEES**

Regular part-time employees scheduled to work over 21.75 hours per week will be awarded vacation based on the date of hire and prorated to the portion of full time for the position. The award may be used as earned (with approval of the Department Director or designee) even during probation or introductory period.

**SECTION 3: VACATION FORFEITURE**

All awarded vacation accumulates until used. Any vacation awarded over the cap of 240 hours will be forfeited.

For the first fiscal year of this policy, this forfeiture will not be enforced. A grace period is granted until July 1<sup>st</sup>, 2021. At which time any vacation over the cap will be forfeited.

**SECTION 4: VACATION SCHEDULING**

Vacation time use is subject to approval of the Department Director or designee. Employees request to use vacation time and the Department Director or designee authorizes or does not authorize the vacation request after determining if there is enough coverage to cover the time off. Adequate coverage includes – but is not limited to – not causing the organization overtime charges.

Employees are limited to two (2) weeks off work in any four (4) week time period. Requests for one (1) to two (2) weeks must be made to the supervisor at least one (1) month in advance. Periods of time off less than one (1) week may be made at any time. These requests are still subject to coverage restrictions and are first come – first served basis.

A Department Director may approve leave greater than two (2) weeks and/or with less than one (1) month notice. The Director must consider staffing necessary to meet Department task without requiring overtime or delaying planned projects/tasks. If the Director determines this to be the case, the leave request may be granted.

#### SECTION 5: VACATION AWARD

Vacation is awarded not earned or accrued. Vacation is not owned by the employee and cannot be sold, exchanged or bartered by the employee except as may be otherwise specifically provided in this or another policy of the Board of County Commissioners.

Anniversary			37.5 hr work week		40 hour work week	
From	To	Annual Rate (Days)	Monthly hours	Payperiod hours	Monthly hours	Payperiod hours
Hire	1st	12	7.5000	3.7500	8.0000	4.0000
1st	2nd	13	8.1250	4.0625	8.6667	4.3334
2nd	3rd	14	8.7500	4.3750	9.3333	4.6667
3rd	4th	15	9.3750	4.6875	10.0000	5.0000
4th	5th	15	9.3750	4.6875	10.0000	5.0000
5th	6th	16	10.0000	5.0000	10.6667	5.3334
6th	7th	17	10.6250	5.3125	11.3333	5.6667
7th	8th	18	11.2500	5.6250	12.0000	6.0000
8th	9th	19	11.8750	5.9375	12.6667	6.3334
9th	10th	20	12.5000	6.2500	13.3333	6.6667
10th	11th	20	12.5000	6.2500	13.3333	6.6667
11th	12th	21	13.1250	6.5625	14.0000	7.0000
12th	13th	22	13.7500	6.8750	14.6667	7.3334
13th	14th	23	14.3750	7.1875	15.3333	7.6667
14th	15th	24	15.0000	7.5000	16.0000	8.0000
15th	16th	25	15.6250	7.8125	16.6667	8.3334
16th	17th	25	15.6250	7.8125	16.6667	8.3334
17th	18th	26	16.2500	8.1250	17.3333	8.6667
18th	19th	27	16.8750	8.4375	18.0000	9.0000
19th	20th	28	17.5000	8.7500	18.6667	9.3334

## SECTION 6: VACATION AWARD LEVELS

Vacation awards will be made on each pay period based on the table below. Part time positions will be prorated to the FTE level of the position.

## SECTION 7: ACCRUED VACATION EARNED PRIOR TO JANUARY 1, 1998

All unused vacation time accrued before January 1, 1998, will remain available for use by the employee who accrued it. The employee may choose to: 1) Save the accrued vacation. 2) Use for additional paid time off. 3) Cash out up to two weeks per year.

## SECTION 8: ACCRUED VACATION EARNED BETWEEN JANUARY 1, 1998 AND APRIL 1, 2015

All unused vacation time accrued between January 1, 1998 and April 1, 2015, will remain available for use by the employee who accrued it. The employee may choose to: 1) Save the accrued vacation. 2) Use for additional paid time off. 3) Cash out upon termination of employment with the County at the rate of pay being paid at the time of the transition to awarded vacation (April 1, 2015).

## SECTION 9: VACATION – RETIREMENT

Any employee who retires from County employment in compliance with the provisions of the Oregon Public Employees Retirement System will be paid in full for any unused vacation that was awarded to the employee for the calendar year in which the employee retires plus any remaining vacation earned under the accrual vacation system (see sections 7 and 8).

## SECTION 10: VACATION – LAYOFF

An employee placed on involuntary layoff will be paid for any unused vacation awarded to the employee for the calendar year in which the employee is laid off plus any remaining vacation earned under the accrual vacation system (see sections 7 and 8). Employees returning within one year of the layoff will be entitled to credit for service immediately prior to the layoff.

## SECTION 11: VACATION – SEPARATION

Any employee who is fired or quits will not receive compensation for unused awarded vacation. Any employee who is separating from the County for any reason will receive compensation for unused accrued vacation (see Sections 7 and 8).

## SECTION 12: VACATION ANNIVERSARY

Effective July 1, 2020 all vacation award amounts will be determined by the employees Anniversary date and the time passed since that time.

Adopted this 21<sup>st</sup> day of June, 2023.



## **MOTION**

**SUBJECT:** Amended Vacation Policy

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I move to approve the Amended Wasco County Vacation Policy.





## DISCUSSION ITEM

### ORMAP Agreement

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[ORMAP AGREEMENT](#)

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[STATUS MAP](#)

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[MOTION LANGUAGE](#)

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**DEPARTMENT OF REVENUE  
ORMAP INTERGOVERNMENTAL AGREEMENT  
CONTRACT #DOR-167-23**

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. Effective Date of Agreement. 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 **\$52,610.00** (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. Project Completion. County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by **June 30, 2024** ("Project Completion Date"). Final billing for the Project shall be submitted to the Department on or before **July 31, 2024**.

**II. DISBURSEMENTS.**

- A. Disbursement of Funds by the Department. 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. Disallowed Costs. 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. Cost Savings. 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. No Duplicate Payment. 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

- A. 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. Conditions Precedent to Final Disbursement. 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. Assignment. 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. Payments. 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. Liabilities. 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. Compliance with Applicable Law. 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. Project Ownership. 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. Termination for Convenience. 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. Termination for Default. 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 Oregon Cadastral Map System; 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. Rights and Remedies. 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. Force Majeure. 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. No Third Party Beneficiaries. 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. Successors and Assigns. 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. Severability. 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. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- H. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between 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 court. COUNTY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- I. Merger Clause; Amendment; Waiver. 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, OR 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 ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS.

DEPARTMENT:

State of Oregon, acting by and through its  
Department of Revenue  
Authorized Agency Signature

COUNTY:

Wasco County

By: \_\_\_\_\_

Jason Hamblen, Procurement Manager, DPO

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Fax No: \_\_\_\_\_

# EXHIBIT A

AWARD LETTER  
COUNTY GRANT PROPOSAL



# Oregon

Tina Kotek, Governor

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

June 6, 2023

Ivan Donahue, Survey/Engineer and GIS Technician  
2705 E 2nd 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, 2023, through June 30, 2024.

Listed below are the deliverables as outlined in your grant request. 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	Tax lot remapping	\$45,110
2	SQL Server software	\$7,500
Total		<b>\$52,610.00</b>

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

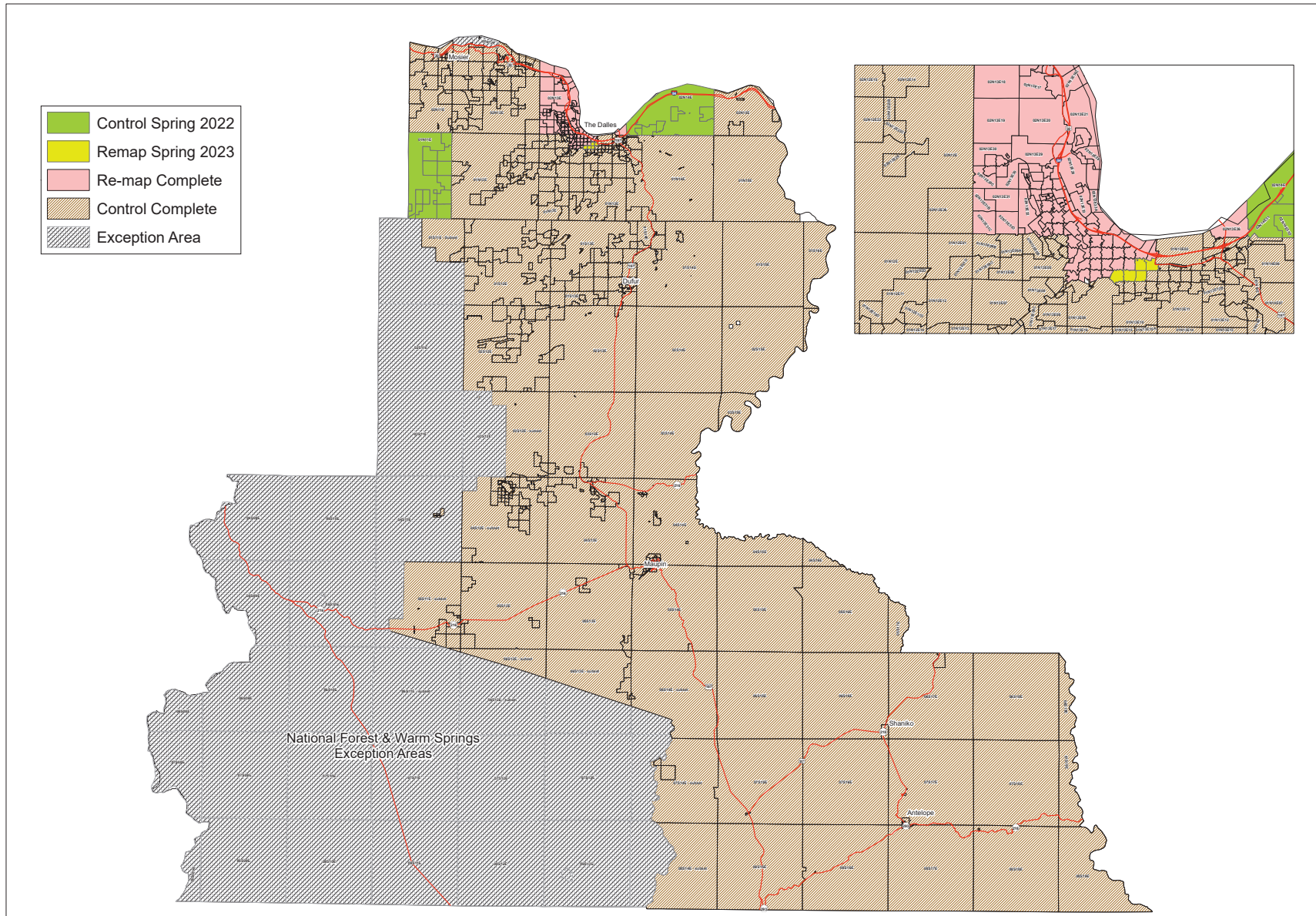
Best wishes for a successful project.

With regards,

Jason D. Brockie  
Property Tax Assistance and Oversight Section Manager  
Oregon Department of Revenue

cc: County Assessor  
DOR Finance Department  
File

# Wasco County ORMAP Status Map Spring 2023



Date: 10/24/2022



0 2.5 5 10 15 20  
Miles

This product is for informational purposes and has not been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.





## **MOTION**

**SUBJECT: ORMAP**

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I move to approve Department of Revenue ORMAP IGA DOR-167-23.



## DISCUSSION ITEM

### **Appointments**

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[MELISSA ALVARADO BOPTA APPLICATION](#)

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[ORDER 23-044 APPOINTING MELISSA ALVARADO TO BOPTA](#)

---

[HEATHER BREMMER BOPTA APPLICATION](#)

---

[ORDER 23-045 APPOINTING HEATHER BREMMER TO BOPTA](#)

---

[ELAINE ALBRICH CRGC APPLICATION](#)

---

[MIKE BALLINGER CRGC APPLICATION](#)

---

[APPOINTMENT ORDER 23-043 FOR CRGC](#)

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[MOTION LANGUAGE](#)

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# INFORMATION AND QUALIFICATION FORM

## Board of Property Tax Appeals Pool

VOLUNTEER POSITIONS  
WASCO COUNTY, OREGON

### BACKGROUND

The Board of Property Tax Appeals consists of three non-office-holding residents of Wasco County. The Board of Property Tax Appeals is responsible for hearing taxpayer appeals for reduction of the real market or assessed value of property. The term of each member begins on the date of appointment and ends on June 30, or when a successor is appointed. Members assigned to a Board receive a stipend of \$75 per day when the Board meets and must complete online training prior to the hearings process.

Do you have any conflicts of interest? Non-Office holding residents of the County cannot be:

- Members of the governing body
- Members of the governing body of a school district
- Members of the governing body of a taxing district
- An employee of the County, including all elected officials
- An employee of a taxing district of the County

### APPLICATION

Provide personal qualifications for this specific volunteer position.  
Supplementary information may be attached. Do not provide confidential information.

Name: Melissa Alvarado

Address: [REDACTED] The Dalles OR 97058

Phone (home) [REDACTED] 7 Phone (work)

E-mail address: [REDACTED]

Signature: *Melissa Alvarado*  
DocuSigned by:  
8162B65E6B63473...

Date: 5/23/2023 | 12:27 PM PDT Number of years as a Wasco County resident: 26

Your objectives/goals? Desired contributions and accomplishments?

My goal is to make a positive change for the residents of wasco county.

Approximate hours/week available for this commitment? 3-5

Comments: N/A

Education (school, college, training, apprenticeships, degrees, etc.)

The Dalles wahtonka High School Date(s): Class of [REDACTED]

Date(s): \_\_\_\_\_

Date(s): \_\_\_\_\_

Date(s): \_\_\_\_\_

Experience (work, volunteering, leadership roles, achievements etc.)

wells Fargo Bank Date(s): 2015-2021

Copper West Real Estate Date(s): 2021-Present

Date(s): \_\_\_\_\_

Date(s): \_\_\_\_\_

**Would you feel comfortable in your discussion with other Board Members in speaking out in front of the petitioner and assessor representative even though your comments might not favor one side or the other?**

Yes

**Are you able to take criticism leveled at "you" even though it means County Assessor and/or government in general?**

yes

**How familiar are you with the real estate market in Wasco County?**

I have lived in The Dalles for all but 2 years of my life. I am very familiar with the market and I have been a real estate agent for the past 2 years gaining in depth knowledge about the market.



**Briefly explain your understanding of Measures 5 & 50 and the Oregon Property Tax System:**

To be completely honest, I am unaware of the measures and the tax system but I am open to learning about it!

**What experience have you had reading maps?**

I use the wasco count web map daily in regards to my work.

**What experience have you had reading appraisals?**

Approximately a year and a half of experience reading appraisals.

**Are there comments you wish to make that would help us in making our decision regarding recommendation of you as a member of the pool of the Board of Property Tax Appeals?**

Not at this time.

Send completed form to:

Wasco County  
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 MELISSA ALVARADO TO THE WASCO COUNTY BOARD OF  
PROPERTY TAX APPEALS CHAIR PERSONS POOL AND NONOFFICE HOLDING POOL

**ORDER #23-044**

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That under ORS 309.067(1)(b) the Board of Commissioners shall appoint non-office holding members to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Melissa Alvarado is willing and is qualified to be appointed to the Wasco County Board of Property Tax Appeals.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Melissa Alvarado be and is hereby appointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2023, through June 30, 2024.

DATED this 21<sup>st</sup> day of June, 2023.

APPROVED AS TO FORM

Wasco County Board of Commissioners

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

\_\_\_\_\_  
Steven D. Kramer, Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
Phillip L. Brady, County Commissioner



# INFORMATION AND QUALIFICATION FORM

## Board of Property Tax Appeals Pool

VOLUNTEER POSITIONS  
WASCO COUNTY, OREGON

### BACKGROUND

The Board of Property Tax Appeals consists of three non-office-holding residents of Wasco County. The Board of Property Tax Appeals is responsible for hearing taxpayer appeals for reduction of the real market or assessed value of property. The term of each member begins on the date of appointment and ends on June 30, or when a successor is appointed. Members assigned to a Board receive a stipend of \$75 per day when the Board meets and must complete online training prior to the hearings process.

Do you have any conflicts of interest? Non-Office holding residents of the County cannot be:

- Members of the governing body
- Members of the governing body of a school district
- Members of the governing body of a taxing district
- An employee of the County, including all elected officials
- An employee of a taxing district of the County

### APPLICATION

Provide personal qualifications for this specific volunteer position.

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

Name: Heather Bremer

Address: [REDACTED], The Dalles, OR 97058

Phone (home) [REDACTED]

Phone (work) [REDACTED]

E-mail address: [REDACTED]

Signature: Heather Bremer - Electronically Signed 5/23/23

Date: 5/23/23

Number of years as a Wasco County resident: 24

Your objectives/goals? Desired contributions and accomplishments?

My objective is to learn more about property appraisals and how it affects the community. I

want to learn the process of reviewing evidence and making determinations on a petition.

Approximate hours/week available for this commitment? 8-12 hrs/wk

Comments: Potential for more hours available in the future.

Education (school, college, training, apprenticeships, degrees, etc.)

Lyle High School, Diploma

Date(s): [REDACTED]

Columbia Gorge Community College

Date(s): [REDACTED]

Oregon Real Estate Agency, Real Estate License

Date(s): 2022

Washington DOL, Real Estate License

Date(s): 2023

Experience (work, volunteering, leadership roles, achievements etc.)

Broker at Copper West Real Estate, The Dalles

Date(s): November 2022 - Current

Garden Center Assoc., Tum-A-Lum Lumber, Hood River

Date(s): March 2021 - Current

Master Gardener Volunteer, Wasco County

Date(s): Spring 2010 - Summer 2012

Volunteer at Mid Columbia Medical Center

Date(s): Late 90's to Early 2000's

**Would you feel comfortable in your discussion with other Board Members in speaking out in front of the petitioner and assessor representative even though your comments might not favor one side or the other?**

Yes, I would feel comfortable speaking out in front of other Board Members. I have plenty of experience speaking in front of people as a manager in retail at company meetings and gatherings. I will be honest in that it is not my favorite thing to do, but I am capable of doing it.

**Are you able to take criticism leveled at "you" even though it means County Assessor and/or government in general?**

Yes, I am able to take criticism. I have experience in taking and giving criticism throughout my career in retail and real estate.

**How familiar are you with the real estate market in Wasco County?**

I am a new agent in The Dalles as of November 2022. I have learned a lot over the past few months. I've attended multiple training sessions in and about the local market and have networked with multiple lenders, title companies, inspectors and county officials.

**Briefly explain your understanding of Measures 5 & 50 and the Oregon Property Tax System:**

My understanding is that the Measures came about because of the quickly rising property taxes and instability of the public school funding system. They reduced local school district revenues and funded the state's general fund to in turn support them. The school districts now depend on state funding versus local school boards. It also limited the future growth of maximum assessed value to 3 percent per year with exceptions.

**What experience have you had reading maps?**

My personal experience started when my family and I were traveling to go camping or taking one of our many trips to South Dakota to visit family. Reading and navigating the map was fun and educational. For business purposes, I have experience accessing the county GIS. I use it to find tax lot information, property lines and more. I use the account number to search for property and value information to help clients. Maps are great and an important tool in all aspects of life.

**What experience have you had reading appraisals?**

Although I've only been a broker for a short time, I have been in transactions and have had the opportunity to discuss the appraisal and appraisal process with clients. My most recent experience was this past week. I read through the appraisal that was conducted on my parents home and helped them read and understand the results.

**Are there comments you wish to make that would help us in making our decision regarding recommendation of you as a member of the pool of the Board of Property Tax Appeals?**

I realize that I don't have a lot of experience in the field of property value appraisals but I am learning all the time. I am eager to learn any and all things related to property and their values. Serving on this board will help me in all aspects of my career. I am always looking for ways to be more involved in the community and this would be a great opportunity.

Send completed form to: Wasco County

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 HEATHER BREMMER TO THE WASCO COUNTY BOARD OF  
PROPERTY TAX APPEALS CHAIR PERSONS POOL AND NONOFFICE HOLDING POOL

**ORDER #23-045**

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That under ORS 309.067(1)(b) the Board of Commissioners shall appoint non-office holding members to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Heather Bremmer is willing and is qualified to be appointed to the Wasco County Board of Property Tax Appeals.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Heather Bremmer be and is hereby appointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2023, through June 30, 2024.

DATED this 21<sup>st</sup> day of June, 2023.

APPROVED AS TO FORM

Wasco County Board of Commissioners

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

\_\_\_\_\_  
Steven D. Kramer, Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
Phillip L. Brady, County Commissioner



## INFORMATION AND QUALIFICATION FORM

### COLUMBIA RIVER GORGE COMMISSION

VOLUNTEER POSITIONS  
REPRESENTATIVE FROM  
WASCO COUNTY, OREGON

#### BACKGROUND

The Columbia River Gorge Commission studies and reviews changes to the Columbia River Gorge National Scenic Area Management Plan, National Scenic Area Land Use and Development Ordinances, and other documents; make presentations and recommendations to approval authorities on land use matters; and perform other functions concerning land use and economic development in the Columbia River Gorge National Scenic Area.

Applicants must be ready to commit time and effort to reading detailed land use materials understanding complex issues, and attending day/evening meetings. Essential qualifications include both ability and willingness to work with various persons towards innovative legal solutions concerning land use and development.

#### APPLICATION

Provide personal qualifications for the specific volunteer position.  
Supplementary information may be attached. Do not provide confidential information.

Name: Elaine Albrich

Address: [REDACTED], Dufur OR 97021

Phone (home) cell [REDACTED] Phone (work) n/a

E-mail address: [REDACTED]

Signature: *Elaine R. Albrich*

Date: 6/6/2023

Number of years as a Wasco County resident: <1 year

Your objectives/goals? Desired contributions and accomplishments? \_\_\_\_\_

Serve as the Wasco County representative on the Columbia River Gorge Commission.

Approximate hours/week available for this commitment? as needed

Comments: Available to participate in commission meetings (in person), dedicate time to prepare, and time to meet with County leadership as needed

Education (school, college, training, apprenticeships, degrees, etc.)

University of Oregon

Date(s): BS, [REDACTED]

University of Oregon

Date(s): JD, [REDACTED]

Date(s): \_\_\_\_\_

Date(s): \_\_\_\_\_

Experience (work, volunteering, leadership roles, achievements etc.)

Stoel Rives LLP

Date(s): 2006-2016

Davis Wright Tremaine LLP

Date(s): 2016-present

Date(s): \_\_\_\_\_

Date(s): \_\_\_\_\_

General Comments (vocational/professional licenses, awards, recognition, etc.)

Date(s): \_\_\_\_\_

Date(s): \_\_\_\_\_

Date(s): \_\_\_\_\_

Date(s): \_\_\_\_\_

Send completed form to:

Wasco County Board of Commissioners  
511 Washington Street  
The Dalles OR 97058  
(541) 506-2520  
fax (541) 506-2551





## INFORMATION AND QUALIFICATION FORM

### COLUMBIA RIVER GORGE COMMISSION

VOLUNTEER POSITIONS  
REPRESENTATIVE FROM  
WASCO COUNTY, OREGON

#### BACKGROUND

The Columbia River Gorge Commission studies and reviews changes to the Columbia River Gorge National Scenic Area Management Plan, National Scenic Area Land Use and Development Ordinances, and other documents; make presentations and recommendations to approval authorities on land use matters; and perform other functions concerning land use and economic development in the Columbia River Gorge National Scenic Area.

Applicants must be ready to commit time and effort to reading detailed land use materials understanding complex issues, and attending day/evening meetings. Essential qualifications include both ability and willingness to work with various persons towards innovative legal solutions concerning land use and development.

#### APPLICATION

Provide personal qualifications for the specific volunteer position.  
Supplementary information may be attached. Do not provide confidential information.

Mike Ballinger

Name: \_\_\_\_\_

Address: \_\_\_\_\_, OR 97058

Address: \_\_\_\_\_

Phone (home) \_\_\_\_\_ Phone (work) \_\_\_\_\_

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

Signature: \_\_\_\_\_

June 1, 2023

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

**Number of years as a Wasco County resident:** 65 yrs.

**Your objectives/goals? Desired contributions and accomplishments?** I am committed to finding collaborative win-win solutions in pursuit of the stated goals of the Scenic Act: enhancement of the scenic, cultural, economic, recreational and natural resources in the Gorge. With personal experience in successful conflict resolution and cutting through to essential elements of a deliberation, I believe I would enhance the efficiency and clarity of the Gorge Commission's process.

As appointee from Wasco County, my primary focus would be improvement of the working relationship between Wasco County and the Gorge Commission. This means actively and effectively communicating each perspective. I also hope to help facilitate a shared vision of the mutual benefits of economic growth that enhance both the natural resources of the Gorge and the communities for which the Gorge is home.

**Approximate hours/week available for this commitment?** 8-10 hrs/wk, or as needed.

**Comments:** I am recently retired and representing Wasco County to the Gorge Commission has been an interest for many years. I would bring the perspective of a lifelong community member and business owner, an avid naturalist and outdoor enthusiast (backpacking the Gorge for over 50 years and still hiking, nordic skiing, sea kayaking and canoeing. I believe there is an economic synergy implicit in the Scenic Act that Wasco County has yet to fully embrace as a community within the larger community of the Pacific Northwest. Specifically, when individual interests are not provided a community inspired vision with which to align and cooperate, there can be a wider perception of provincialism that can be a detriment to the best of economic development. This has implications for land use and urban growth boundaries. I am an advocate for taking a longer view, again with the aid of a guiding vision, in deliberating the needs of communities for adequate space for growth and for a legacy of conservation of that which defines the region and cannot be "built".

**Education (school, college, training, apprenticeships, degrees, etc.)**

St. Mary's Academy elementary	Date(s): [REDACTED]
The Dalles Junior High	Date(s): [REDACTED]
The Dalles High School	Date(s): [REDACTED]
Mt. Angel Seminary College, BA Social Sciences	Date(s): [REDACTED]

**Experience (work, volunteering, leadership roles, achievements etc.)**

Cooper Orchards - summer crew	Date(s): 1971-1976
Wasco County Road Dept. - summer crew	Date(s): 1977
Assistant Director Diocesan Kid's Camp - Kenai, Alaska	Date(s): summers 1978-79

Basketball and AYSO soccer coach - 16 yrs.;	Date(s): 1987-2002
Gorge Youth Mentor - 13 years;	Date(s): 2010-present
SVdP and Community Meals (volunteer and refrigeration and food service equipment repairs)	Date(s): 1981-present
Riverfront Trail Board member	Date(s): 2022-present
Owner-Mgr. Ballinger Service, Inc. (commercial refrigeration)	Date(s): 1981-2021
Owner of Ballinger Investments, LLC (rental properties)	Date(s): 2010-present

**General Comments (vocational/professional licenses, awards, recognition, etc.)**

The Dalles Young Man of the Year	Date(s): 1984
Oregon Licensed General Contractor CCB180879	Date(s): 2008-present

It would be a tremendous honor and a privilege to represent Wasco County to the Gorge Commission. Thank you for your consideration.

Send completed form to:

Wasco County Board of Commissioners 511 Washington Street  
The Dalles OR 97058

(541) 506-2520 fax (541) 506-2551



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF \_\_\_\_\_ TO THE COLUMBIA RIVER GORGE  
COMMISSION AS WASCO COUNTY'S REPRESENTATIVE

**ORDER #23-043**

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That Rodger Nichols' term on the Columbia River Gorge Commission will expire on June 30, 2011; and

IT FURTHER APPEARING TO THE BOARD: That \_\_\_\_\_ is willing and is qualified to be appointed to the Columbia River Gorge Commission as Wasco County's Representative.

NOW, THEREFORE, IT IS HEREBY ORDERED: That \_\_\_\_\_ be and is hereby appointed to the Columbia River Gorge Commission as Wasco County's Representative; said term to expire on June 30, 2027.

DATED this 21<sup>st</sup> day of June, 2023.

APPROVED AS TO FORM

Wasco County Board of Commissioners

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

\_\_\_\_\_  
Steven D. Kramer, Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
Philip L. Brady, County Commissioner



## **MOTION**

**SUBJECT: Appointments**

---

I move to approve Orders 23-044 and 23-045 appointing Melissa Alvarado and Heather Bremmer to the Wasco County Board of Property Tax Appeals.

I move to approve Order 23-043 appointing \_\_\_\_\_ (Elaine Albrich or Mike Ballinger) as Wasco County's representative on the Columbia River Gorge Commission.



## DISCUSSION ITEM

### Animal & Plant Health Inspection Service Agreement & Work Plan

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[5-YEAR APHIS AGREEMENT](#)

---

[2023/2024 WORK PLAN](#)

---

[MOTION LANGUAGE](#)

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**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**WASCO COUNTY (COOPERATOR)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this Cooperative Service Agreement is to conduct wildlife damage management (WDM) activities to manage coyotes, birds and other predatory and /or nuisance species in Wasco County to reduce damage and mitigate human health and safety threats.

**ARTICLE 2 – AUTHORITY**

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3 - MUTUAL RESPONSIBILITIES**

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. All equipment with a purchase price of \$5,000 or more per unit, purchased directly with funds from the cooperator for use on this project shall be subject to disposal according to APHIS policy, and shall be specifically listed in the attached work plan and financial plan. Property title/disposal shall be determined when this project (including all continuations and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to APHIS policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of \$5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

#### **ARTICLE 4 - COOPERATOR RESPONSIBILITIES**

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.  
Steve Kramer  
511 Washington St. Ste 302  
The Dalles, OR 97058  
541-506-2520  
SteveK@co.wasco.or.us
2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.



## **ARTICLE 5 – APHIS-WS RESPONSIBILITIES**

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.  
Jeffrey Flores  
6035 NE 78<sup>th</sup> Court, Ste 100  
Portland, OR 97218  
503-820-2750  
[jeffrey.b.flores@usda.gov](mailto:jeffrey.b.flores@usda.gov)
2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator monthly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

## **ARTICLE 6 – CONTINGENCY STATEMENT**

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

## **ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE**

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

## **ARTICLE 8 – CONGRESSIONAL RESTRICTIONS**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

## **ARTICLE 9 – LAWS AND REGULATIONS**

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

## **ARTICLE 10 – LIABILITY**

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

## **ARTICLE 11 – NON-DISCRIMINATION CLAUSE**

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

## **ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS**

This agreement shall become effective on July 1, 2023, and shall continue through June 30, 2028, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 93-6002315  
APHIS-WS's Tax ID: 41-0696271

Cooperator:  
**Wasco County Board of Commissioners**  
511 Washington St. Ste 302  
The Dalles, OR 97058

_____	_____
Representative, Wasco County	Date

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

_____	_____
Jeffrey Flores State Director, Oregon	Date
USDA, APHIS, WS	

_____	_____
John Steuber, Acting Western Regional Director	Date

## USDA APHIS WILDLIFE SERVICES WORK AND FINANCIAL PLAN

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<b>COOPERATOR:</b>	<b>WASCO COUNTY</b>
<b>COOPERATIVE AGREEMENT NO.:</b>	<b>23-7341-5129-RA</b>
<b>ACCOUNT WBS:</b>	<b>AP.RA.RX41.73.0144</b>
<b>AGREEMENT DATES:</b>	<b>July 1, 2023 – June 30, 2024</b>
<b>AGREEMENT AMOUNT:</b>	<b>\$5,000.00</b>

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Pursuant to Cooperative Service Agreement No. 23-7341-5129-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.

Technical Assistance: 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.

Direct Management: 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.

**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

\_\_\_\_\_  
Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES

\_\_\_\_\_  
Jeffrey B. Flores, State Director, Oregon

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Steuber, Acting Western Regional Director

\_\_\_\_\_  
Date

FINANCIAL PLAN  
 For the disbursement of funds from  
 Wasco County  
 to  
 USDA APHIS Wildlife Services  
 for  
 Predator management including coyote, bear, lion, etc.  
 from  
 7/1/2023  
 to  
 6/30/2024

Cost Element	Cost to Cooperator	Estimated Cost Share (Federal and State)	Full Cost
Personnel Compensation	\$ 2,551.96	\$ 538.50	\$ 3,090.46
Travel	\$ -	\$ -	\$ -
Vehicles	\$ 729.83	\$ 107.70	\$ 837.53
Other Services	\$ 238.20	\$ 71.80	\$ 310.00
Supplies and Materials	\$ 262.38	\$ -	\$ 262.38
Equipment	\$ 150.00	\$ -	\$ 150.00

Subtotal (Direct Charges)	\$ 3,932.36	\$ 718.00	\$ 4,650.36
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Pooled Job Costs	11.00%	\$ 432.56		\$ 432.56
Indirect Costs	16.15%	\$ 635.08		\$ 635.08
Aviation Flat Rate Collection		\$ -		\$ -
<b>Agreement Total</b>		<b>\$ 5,000.00</b>	<b>\$ 718.00</b>	<b>\$ 5,718.00</b>

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 \$718.00. This is an estimate based on available State and Federal funding and may be adjusted accordingly.



## MOTION

**SUBJECT:** APHIS Agreement & Work Plan

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I move to approve the Cooperative Service Agreement between Wasco County and the Animal & Plant Health Inspection Service and further move to approve the 2023/24 APHIS Work & Financial Plan.



## CONSENT AGENDA

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MINUTES: [6.7.2023 REGULAR SESSION MINUTES](#)

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REAPPOINTMENTS

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PURCHASE AGREEMENT

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WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
JUNE 7, 2023

This meeting was held in person and on Zoom

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

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

PRESENT: Steve Kramer, Chair (remote)  
Scott Hege, Vice-Chair  
Phil Brady, County Commissioner  
STAFF: Kathy Clark, Executive Assistant  
Tyler Stone, Administrative Officer

Chair Kramer opened the session at 9:00 a.m. and turned the meeting over to Vice-Chair Hege who asked the attendees to join him in the Pledge of Allegiance. He opened the floor to public comment; there was none.

**Discussion Item – AOC Public Surplus Program**

Public Works Director Arthur Smith reviewed memo included in the Board Packet saying that this program started in the late 1990s and is used in many other states. He said that if we register to use the program we will be assigned a representative to help with sales and purchases. He explained that the buyer pays a premium which is where the company makes their money. He stated that he has been using the demonstration version and thinks it will be very useful. He added that the Sheriff's Office also thinks they will be able to use it successfully. He said that he is seeking the Board's approval for Wasco County to become a registered user.

Commissioner Brady asked if we can still use other vendors or methods to sell surplus items. Mr. Smith replied that we can; this is just another tool. This was negotiated through the Association of Oregon Counties Board.

Commissioner Brady asked if AOC will also benefit from the program. Mr. Smith said that he believes they will; this is an effort to keep membership dues down. Chair Kramer confirmed, saying that this is a revenue boost for AOC. He said he fully supports the program and is pleased that Mr. Smith is bringing it forward.

**\*\*\*The Board was in consensus to move forward with the AOC Public Surplus Program.\*\*\***

**Discussion Item – MMCAP Application & Agreement**

Prevention Coordinator Debby Jones explained this is an agreement that allows us to purchase NARCAN at a reduced rate through the State system. The state has already contracted with this organization which opens the door for us to take advantage of the reduced rates.

Commissioner Brady said this is an important medication that saves lives in an environment of tragic overdose deaths. He stated that he fully supports the agreement. Chair Kramer agreed, saying he appreciates Ms. Jones' work on the opioid issue.

**{{{Commissioner Brady moved to approve the Minnesota Multistate Contracting Alliance for Pharmacy Membership Application and Facility Agreement between the State of Minnesota and Wasco County. Vice-Chair Hege seconded the motion which passed unanimously.}}}**

Chair Kramer noted that Ms. Jones has agreed to talk with AOC's Health and Human Services Committee this Friday regarding how the opioid settlement is manifesting in our rural community.

#### Discussion Item – Annual Burn Ban

Ms. Clark reviewed the memo included in the Board Packet, explaining that the decision as to when to enforce a burn ban is a collaborative one made among the Department of Forestry and local fire districts. This is the earliest a burn ban has been enforced in recent history.

Vice-Chair Hege commented that if folks need to do a burn they have little time to do so and should exercise caution.

**{{{Chair Kramer moved to approve Order 23-046 declaring a ban on residential burning in Wasco County effective at 12:01 a.m. on June 11, 2023. Commissioner Brady seconded the motion which passed unanimously.}}}**

#### Discussion Item – AOC Dues Formula Survey

Chair Kramer said this survey was generated by AOC and is due today. Some discussion ensued as to who should complete the survey. It was determined that the Board would work through the survey at the end of the session.

#### Consent Agenda – 5.17.2023 Regular Session Minutes

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

#### Commission Call

WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
JUNE 7, 2023  
PAGE 3

Vice-Chair Hege reported that he is now Chair of the NORCOR Board. The previous board had worked to define the management of NORCOR going forward. In years past, NORCOR had a Jail Administrator. When the last Administrator left, they switched to a model that had operation managers for each side of the facility, juvenile and adult. There will now be managers for each side of the facility with a business manager hired to oversee daily operations of the facility as a whole.

Vice-Chair Hege went on to say that they have 7 applicants and they are processing those applications to determine who to move forward for interviews with the Board. He said the Business Manager will be an important part of the organization. One area that needs shoring up is Human Resources; the Business Manager can help strengthen that department. Our Juvenile Services Director and Sherman County Sheriff have been overseeing operations for the juvenile and adult sides respectively; they will transition the Business Manager into their position and then will drop off of the payroll.

**Agenda Item – Recess to District Meetings**

At 9:30 Vice-Chair Hege recessed from the Regular Session to open meetings for the Wasco County 4H & Extension Service District and the Wasco County Library Service District.

The Regular Session resumed at 9:43 a.m.

Mr. Stone reported that he and Vice-Chair Hege recently attended a regional broadband listening/Q&A session regarding the distribution of broadband funding. He said work has been done on the maps that reflect who is not served and underserved. If a citizen is listed as served but believes they are not served or are underserved, they will have to file a challenge. We are asking if there is a way for the County to file as a block. He explained that the not served/underserved population is pretty much everyone outside of the City of The Dalles. He explained that the current criteria is wired service, not wireless service – but that has not been fully defined.

Vice-Chair Hege added that we want to be able to apply on behalf of all those residents who are erroneously listed as served. Mr. Stone said that ISPs can also challenge.

Commissioner Brady asked what the timeline is. Vice-Chair Hege said he thinks it will be a decade, but in the next 3-5 years, we will see progress. Mr. Stone said he thinks it could be even sooner than that.

**Agenda Item – Wasco County Budget Hearing**

WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
JUNE 7, 2023  
PAGE 4

At 9:52 a.m. Vice-Chair Hege opened a Public Hearing to consider the 2023/2024 Wasco County Budget. He explained that process and asked staff to provide a report.

Finance Director Mike Middleton reviewed the memo included in the Board Packet. He said that he is proposing a change to the budget as outlined in the staff memo. The change will not change the total appropriations or revenue, just the details and the fund/department breakdown.

Vice-Chair Hege asked if any written testimony has been submitted. Ms. Clark replied that there has not.

Commissioner Brady thanked Mr. Middleton for all the information. He asked if Public Works can provide service to the local roads of public access. Mr. Smith replied that the budget will provide the resources but he does not have the material or staff to do the work.

Vice-Chair Hege said that he and Mr. Smith are working on that and will come to the Board in the future with a plan. He said the biggest pieces left to address are the equipment and labor.

Commissioner Brady commented that he found the budget process to be impressive and efficient. He said he appreciates the change and understands that there is still a lot of work to be done before Public Works will be able to start on the project.

**{{{Chair Kramer moved to change the FY24 Approved Budget by decreasing Public Works Fund Resources and Requirements by \$1,055,486 and increasing Unmaintained County Road Fund Resources and Requirements by \$1,055,486. Commissioner Brady seconded the motion which passed unanimously.}}}**

**{{{Chair Kramer moved to adopt resolution #23-006 adopting the 2023-2024 fiscal year budget for Wasco County with a total appropriation of \$94,384,071 and approving the tax rate of \$4.2523 per \$1,000 of assessed value – all subject to the general government limitation. Commissioner Brady seconded the motion which passed unanimously.}}}**

Vice-Chair Hege closed the hearing at 10:00 a.m.

Agenda Item – Emergency Management
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GRANT CLOSEOUT UPDATES

Emergency Manager Sheridan McClellan reviewed the memos included in the

WASCO COUNTY BOARD OF COMMISSIONERS  
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PAGE 5

Board Packet regarding Homeland Security Grants 21-267 and 21-273.

Commissioner Brady asked if this will put us on the same radio frequency as ODOT. Mr. McClellan replied affirmatively saying that OSP is also on that frequency. He said that the old network will be maintained as a backup and the dual band units being purchased will be able to access both.

Commissioner Brady asked if the new radios will be mobile or stationary and if coverage will improve. Mr. McClellan responded that there will be both mobile and stationary units; the digital network will offer much better coverage.

HAZARD MITIGATION GRANT AMENDMENT

Mr. McClellan explained that the project costs exceeded the original grant. Since additional monies are available through the Hazard Mitigation Grant Program, the State is amending the agreement to increase funding.

**{{{Commissioner Brady moved to approve Amendment 1 to HMGP-DR-4562-31-R Agreement to increase project cost and grant funds. Chair Kramer seconded the motion which passed unanimously.}}}**

COMMUNITY WILDFIRE RISK REDUCTION GRANT

Mr. McClellan reviewed the memos included in the Board Packet outlining the grant program and his intended application of the awarded funding. He explained that we had applied for both road improvements at the fairgrounds and brush removal at Public Works and the county property located at the west end of The Dalles, also known as the 154. We were awarded funding for only the brush removal.

Commissioner Brady asked how the work will be accomplished. Facilities Manager Robert Hughes said they are working with tree contractors and the Fire District which has a program for brush removal. It is a decent sized project but will provide a fire break at both locations.

**{{{Chair Kramer moved to approve the Community Wildfire Risk Reduction Program Grant number 2023CWRR-105 between the State of Oregon and Wasco County for wildfire fuel reduction. Commissioner Brady seconded the motion which passed unanimously.}}}**

GRANT APPLICATION

Mr. McClellan reviewed the memo included in the Board Packet outlining the grant opportunity through Homeland Security which will provide funding for the dual band radios. He said he will reach out to rural fire departments for reutilization of the single band radios.

**\*\*\*The Board was in consensus for the Emergency Manager to move forward with a grant application to the State Homeland Security Program.\*\*\***

Mr. McClellan explained that next week the Burlington Northern Santé Fe Railway will be conducting an emergency response training exercise in The Dalles. He encouraged the Commissioners to attend as observers and to make it known to the organizers that local stakeholders, including County government, should be included in any response to local emergencies.

Mr. Stone stated that he wanted to recognize and applaud Mr. McClellan's extraordinary efforts in successfully applying for grants to fund important projects throughout the County.

#### Commission Call

Commissioner Brady said he continues to follow the FEMA process for evaluating floodplains and expecting counties to impose more stringent rules. He said he is concerned about enforcement which could add to the cost of flood insurance or suspend it altogether. He said he will continue his research.

Commissioner Brady reported that at the Eastern Oregon meeting there was discussion about the BLM's multiple uses which include resources, agriculture and recreation. They are proposing to add a fourth category for conservation leases which could be purchased for such things as wildlife corridors or mitigation efforts. He said he thinking about exploring that to discover the costs and benefits

Commissioner Brady stated that the Friends of the Gorge Land Trust continues to work on a parking area for the trail that runs near the Discovery Center. He also noted that Rodger Nichols term on the Columbia River Gorge Commission will expire soon; we are working through the process of a replacement. Mr. Stone said it is being managed in the same way all county appointments are managed.

Chair Kramer announced that the Wamic Fire District has received two staffing grants for a paid firefighter and a prevention officer. John Goldman will step into the firefighter position and Chief Magill will take on the role of prevention officer.

Vice-Chair Hege said he has been working with Facilities on the 154 to get the overgrown grass mowed. He said he thinks the mowing is complete for now and has provided a fire break.

Vice-Chair Hege opened the floor to public comment; there was none.

### Executive Session

At 10:26 a.m. Vice-Chair Hege opened an Executive Session pursuant to ORS 192.660(2)(e) Real Property Transactions and ORS 192.660(2)(n) Security Programs. He explained the process and instructed the media to not report on anything discussed during Executive Session other than the topics of the session as previously announced. He further instructed the media to not record the Executive Session.

The Regular Session resumed at 11:19 a.m.

Vice-Chair Hege said that one of the items discussed in Executive Session was a property transaction. He asked Mr. Stone to provide some background.

Mr. Stone said that for the last several years we have had a team working on space needs for both the short and long term. The County purchased the Harding House to help ease the strain of expanding staff with nowhere to go; the team has continued to look at solutions for expansion. We have moved the commissioners 3 times to accommodate staff needs. We want to also prepare for the future and identify a long term solution. Some of the ideas considered have been the construction of a justice center, building new offices and looking for existing available space. The team evaluated those options and has identified the path forward is to purchase existing office space which is the cheapest route to go compared to building new. There is really only one space in the city that meets that need, which is the GOHBI building on 3rd street. The building is 38,000 square feet. It does have tenants - an attorney, Social Security and an insurance company. It is the old Columbia River Bank corporate building. In looking at our space needs, this will allow us to consolidate our administrative functions under one roof, whereas now we have many separate spaces. It will place all of our administrative departments - Clerk, Planning, Tax and Assessment, Building Codes, etc. at one location. The courthouse would then become more of a justice related facility. The Sheriff's Office can expand and include Community Corrections. This will provide better access for citizens and provide centralized services. He said the team is recommending purchase.

County Assessor/Tax Collector Jill Amery said that she has been on the team for years evaluating long-term space needs. This will create better work flow and an improved citizen experience. Currently, even processing a plat is very cumbersome for citizens who have to go to multiple locations to complete the process. It will also benefit departments in that it will support collaboration and efficiency. She said it is the only opportunity that exists in town and is affordable.

Commissioner Brady asked what the GOHBI position is. Mr. Stone replied that they are favorable and will be bringing it to their Board tomorrow.

Vice-Chair Hege asked if we have an agreement. Mr. Stone said that we do have an agreement should the Board of Commissioners want to move forward.

County Counsel Kristen Campbell said that if the Commissioners decide to move forward the motion would be to approve the purchase not to exceed \$3.8 million and to authorize the Administrative Officer to move forward in aligning any necessary documents pending legal review.

**{{Commissioner Brady moved to approve the purchase of the GOHBI building not to exceed \$3.8 million and to authorize the Administrative Officer to move forward in signing any necessary documents pending legal review. Chair Kramer seconded the motion which passed unanimously.}}**

Chair Kramer thanked the team for their work on this process; our communities are growing and we need to grow with them.

Vice-Chair Hege commented that there is still a lot of work to be done and he hopes to see progress soon.

Commissioner Brady observed that the courthouse is a grand building and will still serve citizens, but it will be wonderful to have a central location.

#### Discussion Item – AOC Dues Formula Survey

The Board worked through the answers to the AOC Survey which will be submitted to AOC today and is attached to these minutes.

Vice-Chair Hege adjourned the meeting at 12:08 p.m.

#### Summary of Actions

#### MOTIONS

- **To approve the Minnesota Multistate Contracting Alliance for Pharmacy Membership Application and Facility Agreement between the State of Minnesota and Wasco County.**
- **To approve Order 23-046 declaring a ban on residential burning in Wasco County effective at 12:01 a.m. on June 11, 2023**
- **To approve the Consent Agenda – 5.17.2023 Regular Session Minutes**
- **To change the FY24 Approved Budget by decreasing Public Works Fund Resources and Requirements by \$1,055,486 and increasing Unmaintained County Road Fund Resources and Requirements by \$1,055,486.**
- **To adopt resolution #23-006 adopting the 2023-2024 fiscal year**



**budget for Wasco County with a total appropriation of \$94,384,071 and approving the tax rate of \$4.2523 per \$1,000 of assessed value – all subject to the general government limitation**

- **To approve Amendment 1 to HMGP-DR-4562-31-R Agreement to increase project cost and grant funds.**
- **To approve the Community Wildfire Risk Reduction Program Grant number 2023CWRR-105 between the State of Oregon and Wasco County for wildfire fuel reduction.**
- **To approve the purchase of the GOHBI building not to exceed \$3.8 million and to authorize the Administrative Officer to move forward in aligning any necessary documents pending legal review.**

**CONSENSUS**

- **To move forward with the AOC Public Surplus Program.**
- **For the Emergency Manager to move forward with a grant application to the State Homeland Security Program.**

Wasco County  
Board of Commissioners

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Steven D. Kramer, Commission Chair

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Scott C. Hege, Vice-Chair

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Philip L. Brady, County Commissioner



## CONSENT AGENDA ITEM

### Reappointments

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[ORDER 23-023 REAPPOINTING DAVID COOPER TO FARM BOARD](#)

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[ORDER 23-024 REAPPOINTING RICH REMINGTON TO FARM BOARD](#)

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[ORDER 23-025 REAPPOINTING JERRY DULING TO FARM BOARD](#)

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[ORDER 23-026 REAPPOINTING SCOTT HEGE TO BOPTA](#)

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[ORDER 23-027 REAPPOINTING CHRIS SCHANNO TO BOPTA](#)

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[ORDER 23-029 REAPPOINTING ANTHONY TARNASKY TO BOPTA](#)

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[ORDER 23-031 REAPPOINTING DEBBY JONES TO HUB](#)

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[ORDER 23-032 REAPPOINTING BILL MARKHAM TO 15-MILE WSC](#)

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[ORDER 23-033 REAPPOINTING MONTE WASSON TO 15-MILE WSC](#)

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[ORDER 23-034 REAPPOINTING JAMES OLSEN TO 15-MILE WSC](#)

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[ORDER 23-035 REAPPOINTING BILL HAMMELL TO 15-MILE WSC](#)

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[ORDER 23-036 REAPPOINTING MERLE KEYS TO 15-MILE WSC](#)

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[ORDER 23-039 REAPPOINTING MIKE FOREAKER TO MCEDD BOD](#)

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[ORDER 23-040 REAPPOINTING RITA RATHKEY TO PTAC](#)

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IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

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

**ORDER #23-023**

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

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

IT FURTHER APPEARING TO THE BOARD: That David Cooper's term on the Wasco County Board of Review will expire on June 30, 2023; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That David Cooper be and is hereby reappointed to the Wasco County Board of Review as an Assessor Appointee; said term to expire on June 30, 2025.

DATED this 21<sup>st</sup> day of June, 2023.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

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

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
Philip L. Brady, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

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

**ORDER #23-024**

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

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

IT FURTHER APPEARING TO THE BOARD: That Rich Remington's term on the Wasco County Board of Review will expire on June 30, 2023; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Rich Remington be and is hereby reappointed to the Wasco County Board of Review as an Assessor Appointee; said term to expire on June 30, 2025.

DATED this 21<sup>st</sup> day of June, 2023.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

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

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
Philip L. Brady, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

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

**ORDER #23-025**

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

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

IT FURTHER APPEARING TO THE BOARD: That Jerry Duling's term on the Wasco County Board of Review will expire on June 30, 2023; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Jerry Duling be and is hereby reappointed to the Wasco County Board of Review as an Assessor Appointee; said term to expire on June 30, 2025.

DATED this 21<sup>st</sup> day of June, 2023.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

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

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
Philip L. Brady, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

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

**ORDER #23-026**

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That under ORS 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Scott Hege's term on the Wasco County Board of Property Tax Appeals will expire June 30, 2023, and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Scott Hege be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2023, through June 30, 2024.

DATED this 21<sup>st</sup> day of June, 2023.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

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

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
Philip L. Brady, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

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

**ORDER #23-027**

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That under ORS 309.067(1)(b) the Board of Commissioners shall appoint a non-office holding member to serve on the Board of Property Tax Appeals; and

IT FURTHER APPEARING TO THE BOARD: That Chris Schanno's term on the Wasco County Board of Property Tax Appeals will expire June 30, 2023; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Chris Schanno be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2023, through June 30, 2024.

DATED this 21<sup>st</sup> day of June, 2023.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

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

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
Philip L. Brady, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

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

**ORDER #23-029**

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

IT FURTHER APPEARING TO THE BOARD: That Anthony Tarnasky's term on the Wasco County Board of Property Tax Appeals will expire June 30, 2023; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Anthony Tarnasky be and is hereby reappointed to the Wasco County Board of Property Tax Appeals in accordance with ORS 309.067(1)(b) for a period beginning July 1, 2023, through June 30, 2024.

DATED this 21<sup>st</sup> day of June, 2023.

**APPROVED AS TO FORM:**

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

**WASCO COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
Philip L. Brady, County Commissioner





IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF DEBBY JONES TO REPRESENT WASCO COUTY ON THE FOUR RIVERS  
EARLY LEARNING HUB GOVERNANCE BOARD

**ORDER #23-031**

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: The Four Rivers Early Learning Hub has been formed for Gilliam, Hood River, Sherman, Wasco and Wheeler Counties; and

IT FURTHER APPEARING TO THE BOARD: That each County participating in the Hub is to have an appointed representative to serve on the Governance Board; and

IT FUTHER APPEARING TO THE BOARD: That Debby Jones' appointment to the Four Rivers Early Learning Hub Governance Board will expire on June 30, 2023; and

IT FURTHER APPEARING TO THE BOARD: That Debby Jones is willing and is qualified to be reappointed to represent Wasco County on the Four Rivers Early Learning Hub.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Debby Jones be and is hereby reappointed to represent Wasco County on the Four Rivers Early Learning Hub; said term to expire on June 30, 2027.

DATED this 21<sup>st</sup> day of June, 2023.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

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

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
Philip L. Brady, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF BILL MARKHAM TO THE 15-MILE WATERSHED COUNCIL

**ORDER #23-032**

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the 15-Mile Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Bill Markham's appointment expires June 30, 2023; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bill Markham be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2026.

DATED this 21<sup>st</sup> day of June, 2023.

**APPROVED AS TO FORM:**

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

**WASCO COUNTY BOARD OF  
COMMISSIONERS:**

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

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

\_\_\_\_\_  
Philip L. Brady, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF MONTE WASSON TO THE 15-MILE WATERSHED COUNCIL

**ORDER #23-033**

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the 15-Mile Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Monte Wasson's appointment expires June 30, 2023; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Monte Wasson be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2026.

DATED this 21<sup>st</sup> day of June, 2023.

**APPROVED AS TO FORM:**

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

**WASCO COUNTY BOARD OF  
COMMISSIONERS:**

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

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

\_\_\_\_\_  
Philip L. Brady, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF JAMES OLSEN TO THE 15-MILE WATERSHED COUNCIL

**ORDER #23-034**

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the 15-Mile Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That James Olsen's appointment expires June 30, 2023; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That James Olsen be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2026.

DATED this 21<sup>st</sup> day of June, 2023.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF  
COMMISSIONERS:**

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

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

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Scott C. Hege, Vice Chair

\_\_\_\_\_  
Philip L. Brady, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF BILL HAMMELL TO THE 15-MILE WATERSHED COUNCIL

**ORDER #23-035**

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the 15-Mile Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Bill Hammell's appointment expires June 30, 2023; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bill Hammell be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2026.

DATED this 21<sup>st</sup> day of June, 2023.

**APPROVED AS TO FORM:**

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

**WASCO COUNTY BOARD OF  
COMMISSIONERS:**

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

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

\_\_\_\_\_  
Philip L. Brady, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF MERLE KEYS TO THE 15-MILE WATERSHED COUNCIL

**ORDER #23-036**

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Board of Commissioners appoint individuals to the 15-Mile Watershed Council; and

IT FURTHER APPEARING TO THE BOARD: That Merle Keys's appointment expires June 30, 2023; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Merle Keys be and is hereby re-appointed to the 15-Mile Watershed Council for a term to expire on June 30, 2026.

DATED this 21<sup>st</sup> day of June, 2023.

**APPROVED AS TO FORM:**

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

**WASCO COUNTY BOARD OF  
COMMISSIONERS:**

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

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

\_\_\_\_\_  
Philip L. Brady, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

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

**ORDER #23-039**

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That Mike Foreaker's appointment as the Wasco County Cities Representative on the Mid-Columbia Economic Development District Board of Directors will expire on August 31, 2023; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED: That Mike Foreaker be and is hereby reappointed to the Mid-Columbia Economic Development District Board of Directors to complete Sue Knapp's term as representative of the Cities of Wasco County; said term to expire on August 31, 2025.

DATED this 21<sup>st</sup> day of June, 2023.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

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

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
Philip L. Brady, County Commissioner



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE REAPPOINTMENT OF RITA RATHKEY TO THE WASCO COUNTY PUBLIC  
TRANSPORTATION ADVISORY COMMITTEE

**ORDER #23-040**

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 Rita Rathkey's appointment to the Wasco County Public Transportation Advisory Committee (formerly known as the Wasco County Statewide Transportation Improvement Advisory Committee) will expire on June 30, 2023; and

IT FURTHER APPEARING TO THE BOARD: That Rita Rathkey is willing and is qualified to be reappointed to the Wasco County Public Transportation Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Rita Rathkey be and is hereby appointed to the Wasco County Public Transportation Advisory Committee; said term to expire on June 30, 2026.

DATED this 21<sup>st</sup> day of June, 2023.

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS:**

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

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

\_\_\_\_\_  
Philip L. Brady, County Commissioner





## CONSENT AGENDA ITEM

### Purchase Agreement

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[STAFF MEMO](#)

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[REAL ESTATE PURCHASE AGREEMENT BETWEEN GREATER OREGON  
BEHAVIORAL HEALTH AND WASCO COUNTY](#)

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## MEMORANDUM

**SUBJECT: Purchase Agreement**

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TO: BOARD OF COUNTY COMMISSIONERS

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FROM: KATHY CLARK

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DATE: JUNE 12, 2023

### BACKGROUND INFORMATION:

At their June 7, 2023 Session, the Wasco County Board of Commissioners approved the purchase of the GOHBI building and authorized the Administrative Officer to forward in signing any necessary documents pending legal review. At the time, the finalized purchase agreement was not available and therefore has been included in the consent agenda for your review.

## REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made on June \_\_, 2023 ("Effective Date"), by and between Greater Oregon Behavioral Health, Inc. ("Seller"), an Oregon non-profit corporation, whose address is 401 E 3rd St Suite 101, The Dalles, Oregon 97058, and Wasco County, a political subdivision of the State of Oregon ("Purchaser"), whose address is 511 Washington St, The Dalles, Oregon 97058.

For valuable consideration received, the parties agree as follows:

1. *Agreement for Purchase and Sale.* Seller shall sell, transfer, and convey to Purchaser, and Purchaser shall purchase from Seller, subject to, and on the terms and conditions set forth in this Agreement, the following (collectively, the "Property"):

(a) Certain land situated in Wasco County, Oregon, and more particularly described in attached Exhibit A ("Land"), together with the buildings and all other improvements of every kind and nature, all fixtures of every kind and nature located in or on the Land or the Buildings, or any such improvements and all appurtenances and hereditaments to the Land (collectively, the "Improvements"), being commonly known as 401 E 3rd St, The Dalles, Oregon 97058.

(b) All of Seller's rights, title, and interest in and to all plans, specifications, drawings, and other architectural or engineering data relating to the Property (collectively, the "Plans").

(c) All warranties, guaranties, sureties, and indemnifications received by or inuring to the benefit of Seller in connection with the ownership, improvement, alteration, repair, restoration, replacement, maintenance, operation, or use of the Property or any portion of it (collectively, the "Warranties").

(d) All other claims and causes of action of Seller relating to the design, construction, maintenance, repair, restoration, replacement, improvement, use, damage, or destruction of the Property or any portion of it.

(e) All furniture, equipment and other tangible personal property in the Improvements (excluding that which is owned by tenants of the Property), except that Seller shall retain and have the right to remove furniture to be utilized by Seller at its new office space.

(f) All leases and other occupancy agreements for space in the Improvements, which are listed on the attached Exhibit C and have been delivered to Purchaser (the "Leases").

2. *Purchase Price.* The purchase price for the Property ("Purchase Price") shall be \$3,800,000.00, payable in cash at the Closing (defined in Paragraph 7).

### 3. *Condition of Property.*

(a) Purchaser acknowledges that, except as otherwise set forth in this Agreement or in any of the Closing documents, Purchaser is purchasing the Property As-Is in all respects and Seller has not made representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to (i) the nature, quality, or condition of the Property, including, without limitation, the water, soil, and geology or structural elements, or foundations; (ii) the suitability of the Property for any or all of Purchaser's activities and uses; (iii) the compliance of or by the Property with any laws, codes, rules, ordinances, regulations, orders, decrees, or other requirement of any applicable governmental authority or body (collectively, the "Laws"); (d) or otherwise with respect to the Property.

(b) Purchaser further acknowledges that being given the opportunity to inspect the Property, Purchaser is relying solely on its own investigation of the Property and not on any information provided.

4. *Preliminary Title Report.* Within four (4) business days after full execution of this Agreement, Seller will order a preliminary title report from Wasco Title Inc. (the "Title Company") showing the condition of title to the Property, together with copies of all exceptions listed therein (the "Title Report"). Purchaser will have ten (10) days from receipt of the Title Report to review the Title Report and to notify Seller, in writing, of Purchaser's disapproval of any special exceptions shown in the Title Report. If Purchaser notifies Seller in writing of disapproval of any exceptions, Seller will have ten (10) days after receiving the disapproval notice to either remove the exceptions or provide Purchaser with reasonable assurances of the manner in which the exceptions will be removed before the transaction closes (the "Seller Assurance Period"). If Seller does not remove the exceptions or provide Purchaser with such assurances, Purchaser may terminate this Agreement by written notice to Seller given within ten (10) days after expiration of the Seller Assurance Period and this Agreement will be of no further binding effect. Purchaser's failure to terminate this Agreement in accordance with the preceding sentence shall be deemed its approval of the condition of title to the Property.

5. *Prorations.* Any taxes and assessments that are a lien on the Property, or that otherwise relate to the Property and all income and other expenses shall be prorated as of the day of Closing. Any other charges for utilities or other services, materials, or labor furnished to or with respect to the Property (other than services, materials, or labor contracted for by Purchaser) before Closing shall be paid by Seller on or before Closing or prorated as of the day of Closing. Any other items shall be prorated in accordance with local custom in Wasco County, Oregon.

6. *Contingencies.* The obligation of the parties to close the transactions contemplated by this Agreement shall be contingent on the following:

(a) *Inspection.* For 20 days after the Effective Date of this agreement (the “Inspection Period”), Purchaser will have the right to inspect the Property at reasonable times and without interference to Seller’s ongoing business. The inspection will be conducted at Purchaser’s sole expense, and any entry and inspection will be at the sole risk of Purchaser. If Purchaser is not satisfied with the results of the inspection, Purchaser may give written notice to Seller of its dissatisfaction, on or prior to the expiration of the Inspection Period, and elect to terminate this Agreement. Purchaser’s failure to terminate this Agreement in accordance with the preceding sentence shall be deemed its approval of its inspections the Property. Purchaser agrees to indemnify, defend and hold Seller, its property manager, and their respective shareholders, members, partners, officers, employees, agents and contractors free and harmless from any loss, injury, damage, claim, lien, cost or expense (including reasonable attorneys’ fees and costs) resulting from or related to the exercise by Purchaser or any of or its employees, agents or contractors of the rights granted pursuant to this paragraph; provided, however, that Purchaser shall not be required to indemnify Seller if and to the extent that any such loss, injury, damage, claim, lien, cost or expense was (a) directly caused by the negligence or willful misconduct of Seller, or (b) related to Purchaser’s mere discovery of pre-existing conditions, including adverse physical conditions at the Property. Purchaser and each of its contractors or consultants entering on the Property shall carry not less than One Million Dollars (\$1,000,000.00) commercial general liability insurance (on an occurrence basis) insuring all activity and conduct of Purchaser and its contractors and consultants while exercising the right of access provided for in this paragraph and naming Seller as additional insured. Notwithstanding anything contained herein to the contrary, without first obtaining Seller’s written consent, which may be withheld or conditioned in Seller’s sole discretion, neither Purchaser nor any of its employee, agents or contractors shall: (i) contact any tenant of the Property as part of Purchaser’s due diligence activities relating to the Property; (ii) notify any governmental agency of any actual or potential violation of any zoning, environmental or other law, rule, or regulation, except as may be required by law or otherwise as may pertain to the health or safety of persons at or about the Property; or (iii) conduct any intrusive or invasive physical or environmental investigation regarding the Property.

(b) *Appraisal.* Purchaser's obligation to purchase the property is contingent upon the Property appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser, Purchaser receives written notice that the Property has appraised for less than the purchase price (a "Notice of Appraised Value") Purchaser may attempt to renegotiate or cancel this Agreement by providing written notice to the Seller (with a copy of the appraisal) no later than the earlier of: (i) 14 calendar days following the date of Notice of Appraised Value; or (ii) July 31, 2023. Purchaser’s failure to terminate this Agreement in accordance with the preceding sentence shall be deemed its waiver of such termination right.

(c) *Zoning.* Purchaser shall have until July 31, 2023 or a later date if the parties agree in writing (the “Zoning Deadline”) to obtain the necessary zoning and land use permits and approvals for Purchaser’s intended use of the Property, in Purchaser’s sole

discretion (the “Permits”). Purchaser shall have the right to terminate this Agreement on or prior to the Zoning Deadline in the event Purchaser is unable to obtain such Permits, in which event this Agreement shall terminate. Purchaser’s failure to terminate this Agreement in accordance with the preceding sentence its approval of its inspections the Property. Purchaser shall not be permitted to obtain any Permits which would be binding on Seller or the Property if Closing does not occur.

If these contingencies are not satisfied or deemed approved or waived at or before Closing, this Agreement shall terminate and neither party shall have any further liabilities or obligations under this Agreement, except those which expressly survive Closing.

7. *Closing*. The transactions contemplated under this Agreement shall, subject to the satisfaction or deemed waiver of the contingencies set forth in Paragraph 6, be consummated at a closing (“Closing”) to be held on or before August 15, 2023 or a later date if the parties so agree in writing. At Closing,

(a) Seller shall

- (i) execute and deliver to Purchaser a special warranty deed to the Property in the form attached as Exhibit B;
- (ii) execute and deliver to Purchaser a commercially reasonable assignment and assumption of the Leases;
- (iii) execute and/or deliver affidavits and other documents that may be reasonably required by the Title Company for the issuance of a title insurance policy issued by the Title Company (“Title Policy”);
- (iv) cause the Title Company to be paid the standard coverage portion premium for the issuance of the Title Policy;
- (v) execute and deliver to Purchaser an affidavit of nonforeign status;
- (vi) execute and deliver to Purchaser a bill of sale and assignment of all of the personal property described in Paragraph 1;
- (vii) deliver to Purchaser, to the extent within Seller’s or its agent’s possession or control, originals of all Plans and Warranties; and
- (vii) deliver all keys to and exclusive possession of the Property to Purchaser, free and clear of the possessory rights of any person or entity (excluding the tenants’ rights under the Leases and Seller’s right to remain in its space at the Property pursuant to Paragraph 10) and in the same condition as exists on the date of Purchaser’s execution of this Agreement.

(b) Purchaser shall pay to Seller the Purchase Price, as adjusted pursuant to Paragraph 5, by immediately available funds.

(c) Seller and Purchaser shall execute a mutually acceptable Closing Statement.

(d) Purchaser shall execute and deliver to Seller a commercially reasonable assignment and assumption of the Leases;

Seller shall pay: (i) one-half (1/2) of the escrow fee and; (ii) the title insurance premium (at a rate not in excess of standard issue rates) attributable to an ALTA standard owner's title insurance policy. Purchaser shall pay: (i) the cost of any endorsements and premiums in excess of those attributable to an ALTA standard owner's title insurance policy (including extended coverage); (ii) the costs of recording the deed; and (iii) one-half (1/2) of the escrow fee. Purchaser shall pay all costs associated with Purchaser's inspections due diligence. Except as otherwise provided herein, each party shall pay its own attorneys' fees. Any other costs and expenses not expressly allocated between the parties in accordance with this Agreement shall be allocated in accordance with local custom.

#### *8. Default and Remedies.*

(a) If Seller fails to perform in accordance with this Agreement or if any representation or warranty of Seller in this Agreement is untrue when made or at Closing, Seller shall be in default. In the event of a default by Seller, Purchaser may, as its sole and exclusive remedies, elect to either enforce the terms of or terminate this Agreement.

(b) In the event of a default under this Agreement by Purchaser, Seller may, as its sole and exclusive remedies, elect to terminate this Agreement and Purchaser shall promptly reimburse Seller for Seller's reasonable, documented out-of-pocket expenses incurred in connection with this transaction.

#### *9. Representations and Warranties.*

(a) Seller warrants and represents to Purchaser that as of the date of this Agreement and at Closing:

(i) Seller owns good and marketable fee simple title to the Property;

(ii) this Agreement constitutes a legal, valid, and binding agreement of Seller;

(iii) to Seller's actual knowledge, (A) the Property has not been used for the generation, storage, treatment, or disposal of hazardous materials in violation of applicable laws, (B) no hazardous material in violation of applicable laws is located in, on, or beneath the Property, including but not limited to any

underground storage tanks, and (C) no underground storage tank was previously removed from the Property;

(iv) to Seller's actual knowledge, (A) there is no pending or threatened litigation or proceeding relating to the Property or the operation or use of it, and (B) there is no pending or threatened bankruptcy proceeding involving Seller;

(v) to Seller's actual knowledge, the Property is not, and Seller has not received any notice that the Property is, in violation of any federal, state, local, or other governmental zoning, health, environmental, safety, platting, subdivision, or other law, ordinance, or regulation, or any applicable private restriction relating to the Property or the operation or use of it;

(vi) Seller has not received any notice from any insurance carrier of any defects or inadequacies in the Property, which, if not corrected, could result in a cancellation of insurance coverage or a material increase in the cost of it;

(vii) there are no leases or contracts relating to the Property or the operation or use of it that will be binding on Purchaser or the Property subsequent to Closing except as set forth in the Title Report or in attached Exhibit C;

(viii) to Seller's actual knowledge, Seller has delivered to Purchaser all Plans, Warranties, and other documents, instruments, records, studies, agreements, permits, reports, surveys, title policies and commitments, environmental studies, and any and all other reports and similar or related information in Seller's or its agent's actual possession that pertain to and are material to Purchaser's decision to purchase the Property or the operation and use of it; and

(ix) (A) Seller is an Oregon non profit corporation authorized and existing under the laws of the State of Oregon; (B) neither the execution of this Agreement nor the performance of Seller's obligations under this Agreement will constitute a default under its organizational documents or any contract or agreement by which Seller is bound; and (C) the execution and delivery of this Agreement by Seller and the consummation of the transactions contemplated by this Agreement by Seller will not violate any order, writ, injunction, or decree of any court in any litigation to which Seller is a party or bound or violate any law.

(b) Purchaser represents and warrants to Seller as of the date of this Agreement and at Closing that

(i) this Agreement constitutes a legal, valid, and binding agreement of Purchaser;

(ii) Purchaser is a political subdivision of the State of Oregon and authorized under the laws of the State of Oregon;



(iii) neither the execution of this Agreement by Purchaser nor the performance of Purchaser's obligations under this Agreement will constitute a default under any contract or agreement by which Purchaser is bound; and

(iv) the execution and delivery of this Agreement by Purchaser and the consummation of the transactions contemplated by this Agreement by Purchaser will not violate any order, writ, injunction, or decree of any court and any litigation to which Purchaser is a party or bound or violate any law.

10. *Post-Closing Occupation by Seller.* Seller occupies certain space at the Property and, if Closing occurs, Seller shall have the right to continue to occupy such space for up to one hundred twenty (120) days after Closing. Seller's continued occupancy shall be rent free, but Seller shall pay for its utilities. When Seller vacates its space, such space shall be delivered to Purchaser in broom, clean condition. The provisions of this Paragraph 10 shall survive Closing.

11. *Broker.* Seller and Purchaser each represent and warrant to the other that no broker has been engaged by it in connection with the transactions contemplated by this Agreement. Seller and Purchaser shall each indemnify the other against any costs, claims, or expenses, including reasonable attorney fees, arising out of the breach of the foregoing representation by the indemnifying party. The indemnification provision of this Paragraph 11 shall survive the Closing or termination of this Agreement.

12. *Notice.* Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and the same shall be given and deemed to have been served and given when (a) delivered in person to the party to whom the notice is given, (b) delivered by the U.S. mail, postage prepaid, by registered or certified mail, return receipt requested, or (c) delivered a nationally recognized overnight courier service. The address of the parties for the purposes of this Agreement and for all notices under this Agreement shall be the address indicated in the introductory paragraph of this Agreement.

13. *Saturday, Sunday, or Legal Holiday.* Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if the date falls on a Saturday, Sunday, or legal holiday, the date of the determination or action shall be extended to the next business day.

14. *Entire Agreement.* This Agreement embodies the entire agreement of the parties and supersedes any prior or contemporaneous understandings or written or oral agreements between them concerning the Property. No variation, modification, or alteration of these terms shall be binding on either party unless set forth in an express and formal written amendment executed by all parties to this Agreement.

15. *Survival.* The representations and warranties of the parties contained in this Agreement shall survive the Closing for one year and shall not merge in the covenant deed or any of the other documents executed in connection with the Closing.

16. *Governing Law.* This Agreement shall be governed by and construed under and in accordance with the laws of the State of Oregon.

17. *Binding Effect.* All of the terms and provisions in this Agreement shall bind and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. Notwithstanding the foregoing, neither party shall have the right to assign this Agreement without the prior written consent of the other party, which may be withheld in its sole and absolute discretion.

18. *Construction.* This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged and agreed that this Agreement shall be interpreted in light of the probable intent of the parties.

19. *Attorney Fees.* In connection with any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover from the losing party the reasonable attorney fees and other costs incurred by the prevailing party in connection with the litigation.

20. *Counterparts; Facsimile.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission, and a facsimile of this Agreement or of a signature of a party will be effective as an original.

21. *Statutory Warning.* THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010, ORS 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301,

AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The parties have executed this Agreement on the date listed on the first page.

**SELLER**

**GREATER OREGON BEHAVIORAL  
HEALTH, INC.**

Dated: June \_\_\_\_, 2023

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER**

**WASCO COUNTY BOARD OF  
COMMISSIONERS**

Dated: June \_\_\_\_, 2023

\_\_\_\_\_  
Steve Kramer, Chair

**Exhibit A**

**Legal Description**

**Parcel 1:**

Lot 7 and the East half of Lot 8, Block 4, LAUGHLIN'S ADDITION TO DALLES CITY, in the City of The Dalles, County of Wasco and State of Oregon.

**Parcel 2:**

Lots 9, 10, 11, 12 and the West half of Lot 8, Block 4, LAUGHLIN'S ADDITION TO DALLES CITY, in the City of The Dalles, County of Wasco and State of Oregon.

DRAFT

**Exhibit B**

**Form of Special Warranty Deed**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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**SPECIAL WARRANTY DEED**

\_\_\_\_\_, Grantor, conveys and specially warrants to \_\_\_\_\_, Grantee, all right, title and interest in and to the real property located in the City of The Dalles, Wasco County, State of Oregon and legally described as set forth on Exhibit A hereto, free of encumbrances created or suffered by Grantor, except as specifically set forth on Exhibit B hereto.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 (Definitions for ORS 92.010 to 92.192) OR 215.010 (Definitions), TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930 (Definitions for ORS 30.930 to 30.947), AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.



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**Exhibit C**

**Leases**

1. Peachey Davies Myers & Dunn, P.C. Lease
  2. Davison Insurance Services, LLC Lease
  3. Social Security Administration Lease
- DRAFT



## AGENDA ITEM

### **FY23 Budget Adjustment**

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[STAFF MEMO](#)

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[RESOLUTION 23-007 ADOPTING REVISED BUDGET](#)

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[MOTION LANGUAGE](#)

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6/6/2023

To: Board of County Commissioners  
Wasco County Fair Board

From: Mike Middleton – Finance Director

Re: 2<sup>nd</sup> Fair Budget Change

In January, I requested a budget change for the Fair fund. As the year is ending, it will not be enough. Currently the Fair fund is \$991 over the budget with the ending amount to be \$25,000 over budget.

Future spending was estimated in January but was not quite enough due.

On the positive side, revenues have increased enough to cover a budget change without utilizing the Contingency funds.

Camping generated and additional \$5,000 above the revised budget to date, Camping is \$8,750 above the budget to date and Miscellaneous receipts is \$59,410 more than budgeted.

The recommended change is an additional \$30,000 increase to the expense appropriation and be offset by unplanned (new) revenues of \$30,000.

While the total budget change is \$30,000, there is no usage of Contingency as it is entirely covered by unplanned revenues. The \$30,000 is more than I am projecting to need and is also less than is available. This should give a safety net to the Fund of \$5,000 as plans roll forward.

The proposed budget change resolution is attached. The proposed change is summarized below:

Fund/Department	Amount	Increase/Decrease
Fair Fund/Revenue	\$30,000	Increase
Fair Fund/Materials & Services	\$30,000	Increase
Recommend Motion:		

I move to approve resolution #23-007 to increase Fair Fund revenues \$30,000 and increase expense \$30,000.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF INCREASING EXPENDITURES AND REVENUE APPROPRIATIONS WITHIN A FUND

**RESOLUTION #23-007**

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 expenditures in the Fair Fund will exceed the adopted budget before the fiscal year end; and

IT FURTHER APPEARING TO THE BOARD: That the increased expenditures are due to exceeding the planned fair event costs in the adopted budget; and

IT FURTHER APPEARING TO THE BOARD: That the Fair Fund had significant additional revenues above budgeted expectations to cover a large portion of the appropriations shortfall; and

NOW, THEREFORE, IT IS HEREBY RESOLVED: That \$30,000 in Fair Fund revenue appropriation be increased and \$30,000 in expense appropriation (personnel, materials and services – fair) be increased:

Fund	Classification	Increase/Decrease
2030	Fair Fund Revenue	\$30,000 Increase
2030	Fair Fund Expense	\$30,000 Increase

DATED this 21<sup>st</sup> day of June, 2023.

APPROVED AS TO FORM:

Wasco County Board of Commissioners

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

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

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

\_\_\_\_\_  
Philip L. Brady, County Commissioner



## MOTION

**SUBJECT:** Budget Change

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I move to approve the Resolution 23-007 to increase Fair Fund revenues \$30,000 and increase Fair Fund expense \$30,000.



## AGENDA ITEM

### Public Works

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[QUOTE FOR DRILLING/BLASTING](#)

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[ROAD VACATION](#)

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## PUBLIC WORKS ITEM

### Quote for Drilling/Blasting

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[STAFF MEMO](#)

---

[REQUEST FOR QUOTES](#)

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[MCCALLUM ROCK DRILLING QUOTE](#)

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## MEMORANDUM

**SUBJECT: Price Quotes – Drilling and Blasting Services**

**TO: BOARD OF COUNTY COMMISSIONERS - LOCAL CONTRACT REVIEW BOARD**

**FROM: ARTHUR SMITH, PUBLIC WORKS DIRECTOR**

**DATE: 6/21/2023**

Back in March, the Public Works Department determined that we were running short on rock in our two primary county-owned rock pits – the Harvey Pit, near The Dalles, and the Shadybrook Pit, near Tygh Valley. It was determined that in order to facilitate obtaining additional rock, that the two pits needed to be drilled and blasted. Drilling and blasting is the method where holes are drilled into solid rock, then these holes are loaded with explosives and the resulting detonation causes the solid rock to fracture and separate into smaller sizes. This material can then be processed or crushed into maintenance rock. Public Works is looking to drill and blast 25,000 cubic yards at the Harvey Pit and 10,000 cubic yards at the Shadybrook Pit. The work would be performed after July 1, and it has been budgeted for within this upcoming fiscal year (FY24).

I reached out to the three (3) drilling & blasting companies in Oregon that perform this type of work and could take on this size job. Of the three companies, two responded to my request and only one actually did a site visit and submitted a price quote for the proposed work.

I am asking that the Board of County Commissioners, acting as the Wasco County Local Contract Review Board, to approve the price quote submitted by McCallum Rock Drilling and allow my department to work with them on developing a drilling and blasting plan for the two county-owned pits and to perform this drilling and blasting project after July 1, 2023. I have included the price quote with this memo.

Thank you,

  
Arthur Smith

Public Works Director



## PUBLIC WORKS

2705 East Second Street • The Dalles, OR 97058 • [www.co.wasco.or.us](http://www.co.wasco.or.us)  
road dept: [541] 506-2640 • weed & pest: [541] 506-2653 • fax: [541] 506-2641

*Pioneering pathways to prosperity.*

## REQUEST FOR PRICE QUOTES

The Wasco County Public Works is requesting Price Quotes from experienced, qualified companies, for drilling and blasting services at two (2) separate county owned rock quarries.

The project locations are as follows: The County owned "Harvey Pit", located at 4975 Seven-mile Hill Road, approximately 2.6 miles West of The Dalles, Oregon. The Harvey Pit consists of approximately 210 acres and has been in operation for over 50 years. (See attached vicinity map); The County owned "Shadybrook Pit", located near 80560 Shadybrook Road, approximately 4.2 miles West of Tygh Valley, Oregon. The Shadybrook Pit consists of approximately 43 acres and has been in operation for over 50 years. (See attached vicinity map).

Wasco County will work with the successful contractor to help provide access for production, including drill rigs, and blasting materials. The contract work to be performed will generally include: measurement, design and layout, and drilling and blasting of in-place materials. In addition, seismograph readings of each shot will be taken and a video recording of all blast activity will be provided to the county. The pay quantities will be at a price per yard of rock drilled and blasted, with an additional pay amount for mobilization to each site. Any fuel or other costs surcharge will be added as a separate pay item.

Price quotes shall be received until **1:00 pm, Tuesday, June 6, 2023.**

Any questions regarding this solicitation or requests for site visits can be submitted via e-mail to Arthur Smith at [arthurs@co.wasco.or.us](mailto:arthurs@co.wasco.or.us) or by phone at 541-506-2645.

Wasco County reserves the right to reject any or all price quotes, and to award the price quote according to the public's best interests.

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It shall be assumed that all companies submitting price quotes have checked all plans and are thoroughly familiar with the work to be performed, the materials and equipment to be furnished, and the conditions that exist.

All work shall be performed according to good engineering and construction standards, all to the satisfaction of Wasco County for the following prices:



**PUBLIC WORKS**

2705 East Second Street • The Dalles, OR 97058 • [www.co.wasco.or.us](http://www.co.wasco.or.us)  
road dept: [541] 506-2640 • weed & pest: [541] 506-2653 • fax: [541] 506-2641

*Pioneering pathways to prosperity.*

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Dill & Blast Harvey Pit	25,000 CY	\$ <u>2.99</u>	\$ <u>74,750</u>
Mobilization Harvey Pit	All	Lump Sum	\$ <u>1,500</u>
Dill & Blast Shadybrook Pit	10,000 CY	\$ <u>3.72</u>	\$ <u>37,200</u>
Mobilization Shadybrook Pit	All	Lump Sum	\$ <u>1,500</u>
<b>Total Amount Quoted:</b>			\$ <u>114,950</u>

Contractor McCallum Rock Drilling

Address PO Box 4030

City & State Salem, OR 97302

By/Title Adan Hurtado, Regional Manager

Phone/Fax (503)581-7525

Email Adanh@mccallumrock.com

Please submit your signed price quote by **1:00 pm, Tuesday, June 6, 2023.**

Wasco County will accept price quotes by e-mail or fax. Price quotes submitted via e-mail should be sent to Arthur Smith at [arthurs@co.wasco.or.us](mailto:arthurs@co.wasco.or.us) The Wasco County Public Works fax number is (541) 506-2641.





## PUBLIC WORKS ITEM

### Road Vacation

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[STAFF MEMO](#)

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[MAPS](#)

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[PETITION](#)

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[EXHIBIT A MAP FOR PROPOSED VACATION](#)

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[ADDENDUM – NARRATIVE OF CONCERNS](#)

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[ORDER 23-046 ORDERING A ROAD VACATION REPORT](#)

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[MOTION LANGUAGE](#)

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## MEMORANDUM

SUBJECT: REQUEST TO VACATE A SECTION OF HOOD RIVER ROAD

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TO: BOARD OF COUNTY COMMISSIONERS

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FROM: ARTHUR SMITH

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DATE: JUNE 21, 2023

The Wasco County Public Works has received a properly prepared petition by landowners to vacate approximately a 1,000 foot section of Hood River Road, between the Hood River County / Wasco County boundary line and the existing "East" gate, lying just westerly of the driveway entrance to the Doughten/Posner parcel, tax lot 600. All located West of Mosier, Oregon. Section 10, Township 2 North, Range 11 East, Willamette Meridian. See attached petition and maps.

The petition included the required information:

1. A legal description of the road proposed to be vacated.
2. A statement of the reason for requesting the vacation of the road.
3. Names and addresses of all persons affected by the road proposed to be vacated.
4. Notarized signatures of either owners of 60 percent of the land abutting the road proposed to be vacated or 60 percent of the owners of land abutting the road to be vacated.

The petitioner also deposited with the Public Works Department the appropriate fee for initiating a petition for vacation of a road or public right-of-way. The petitioner was also advised that they would be responsible for additional mapping and recording fees.

**Per ORS 368.346, to move forward with this request, the Wasco County Board of Commissioners would need to direct the County Road Official to prepare a written report on the proposed vacation.**


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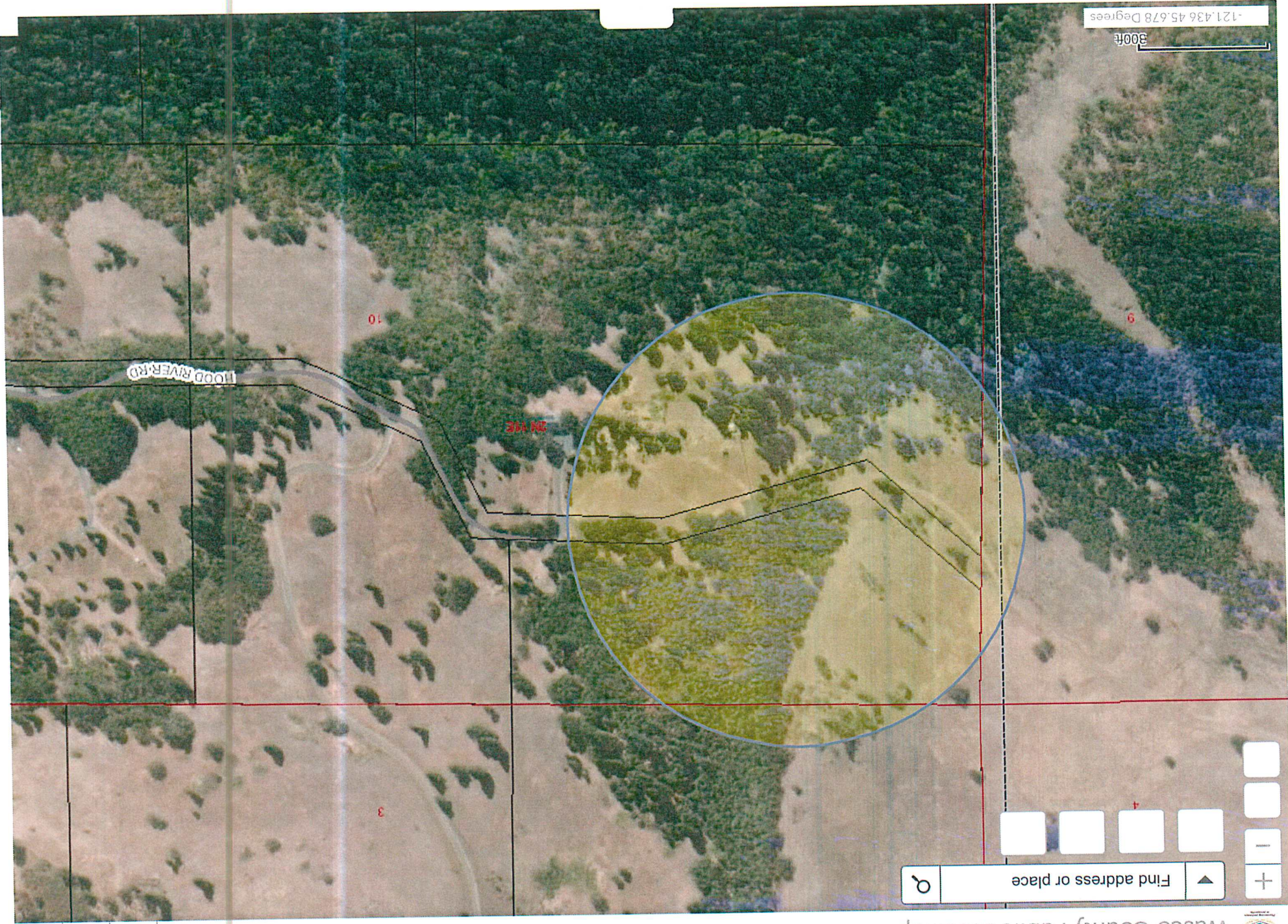
The report must contain:

1. A description of the ownership of the road proposed to be vacated.
2. A description of the present use of the road proposed to be vacated.
3. An assessment of whether the vacation would be in the public interest.





Find address or place 



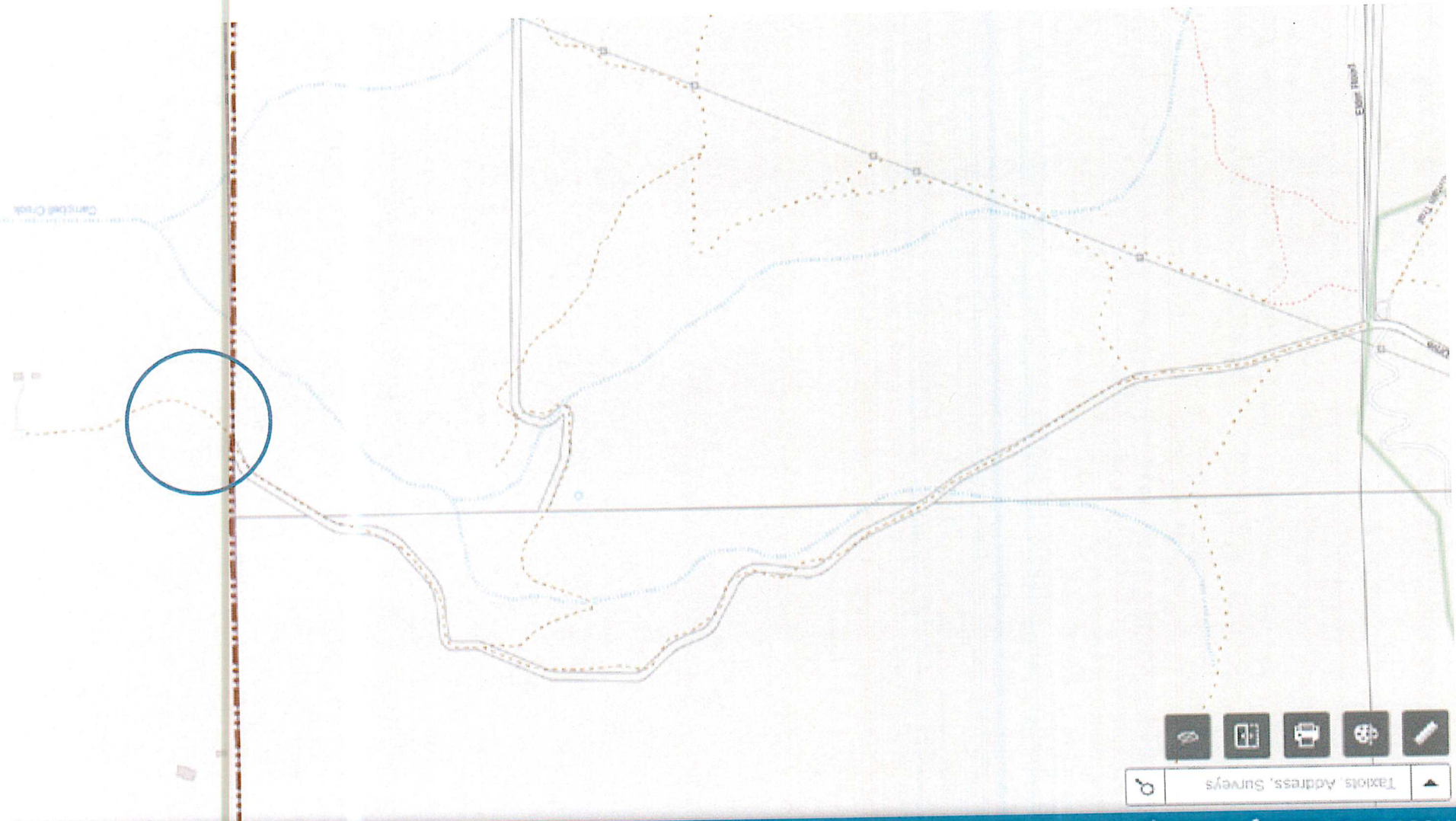






Taxlots, Address, Surveys

Icons for map tools: pan, zoom, street view, layers, and other navigation controls.



# PETITION

TO THE WASCO COUNTY BOARD OF COMMISSIONERS  
511 WASHINGTON STREET  
THE DALLES, OR 97058

LADIES/GENTLEMEN:

We, the following undersigned property owners of Wasco County, hereby petition you to vacate the following described portion of:

DESCRIPTION      The 60' wide Hood River Road (County Road 407) Right-of-Way between  
the Wasco County Western County Line and the existing east gate just west  
of the driveway entrance to the Doughten/Posner parcel (Tax Lot 600  
2N-11-10) as shown and described on Exhibit 'A' map.

Attached hereto and by this reference made a part hereof is a map marked Exhibit "A", which shows in detail the above described road or street.

REASON TO  
VACATE      This section of Hood River Road has been closed to public access since 1994 in part due to issues with trespassing, theft, dumping, and illegal motor vehicle use. With the growing risk of wildfires in the area, we are especially concerned about the increased risk that comes with the public access provided across our properties while trying to access the lands beyond in Hood River County. We wish to reduce that risk along with other concerns created by continued public access. See attached 'Narrative of Concerns' Addendum document, date 4/06/2023 (5 pages).  
In any agreement with Wasco Count on vacating the right-of-way, the Campbells and Doughten/Posner would both agree to legal easements necessary for continued utility maintenance, emergency response and fire safety/wildfire response as deemed appropriate by the Authorities having Jurisdiction. Said easements would be recorded with Wasco County and would run with the deeds to the land.

LIST OF ALL ABUTTING LANDOWNERS

ADDRESS

Lee and Donald Campbell

2175 Hood River Road  
Mosier, Oregon 97040

Ronald Doughten and Dustin Posner

2004 Hood River Road  
Mosier, Oregon 97040

All petitioners must be owners of property abutting the road sought to be vacated. Each petitioner must attaché a signature page signed before a Notary. If 100% of the abutting landowners sign the petition, the road may be vacated without Public Hearing.

PETITIONED ROAD: A portion of Hood River Road Right-of-Way as shown on attached Map Exhibit 'A'.

NAME OF PETITIONER/ADDRESS Lee and Donald Campbell  
2175 Hood River Road  
Mosier, Oregon 97040

Lee Campbell

Signature

[Signature]

Signature

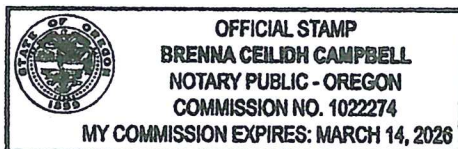
STATE OF OREGON

COUNTY OF WASCO

DATE 04-07-2023

Personally appeared the above named Lee and Donald Campbell

and acknowledged the foregoing instrument to be a voluntary act and deed. Before me:



Brenna Campbell

Notary Public for Oregon (State)

My Commission Expires: March 14, 2026

Note: If ownership is jointly held, simply add another signature line.



PETITIONED ROAD: A portion of Hood River Road Right-of-Way as shown on attached Map Exhibit 'A'.

NAME OF PETITIONER/ADDRESS

Ronald Doughten and Dustin Posner

2004 Hood River Road

Mosier, Oregon 97040

Ronald A Doughten

Signature

Dustin Posner

Signature

STATE OF Oregon )

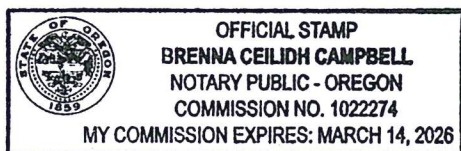
)

COUNTY OF Wasco )

DATE April 8, 2023

Personally appeared the above named Ronald Doughten, Dustin Posner

and acknowledged the foregoing instrument to be a voluntary act and deed. Before me:



Brenna Campbell

Notary Public for Oregon (State)

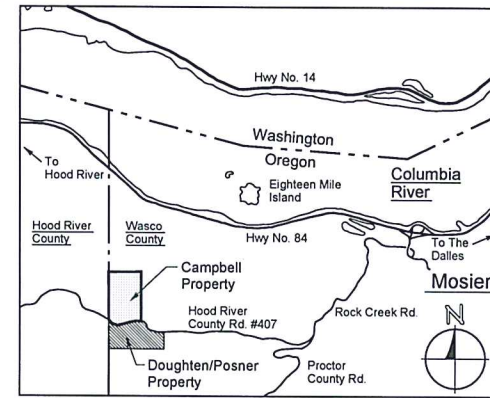
My Commission Expires: March 14, 2026

Note: If ownership is jointly held, simply add another signature line.



PETITION TO VACATE THE 60' WIDE  
HOOD RIVER ROAD (COUNTY ROAD 407) RIGHT-OF-WAY  
BETWEEN THE WASCO COUNTY WESTERN COUNTY LINE  
AND THE EXISTING EAST GATE JUST WEST OF THE DRIVEWAY  
ENTRANCE TO THE DOUGHTEN/POSNER PARCEL.

THE CENTERLINE OF THE RIGHT-OF-WAY TO BE VACATED IS  
DEFINED BY THE FOLLOWING LINE AND CURVE TABLE  
IDENTIFICATIONS:  
LENGTHS L2, C1, L3, C2, L4, C3, C4, L5, L6, & L7



No Scale  
VICINITY MAP

#### Data Source:

#1: Survey for Dustin Posner

Survey No. 19-104, Filed 5/10/2018

As prepared by Columbia River Surveying & Mapping  
Bradley J. Cross, Registered Professional Land Surveyor

#2: Topographic Survey for Lee & Donald Campbell

Survey No. 17-015A, Filed 1/26/2011

As prepared by Columbia River Surveying & Mapping  
Bradley J. Cross, Registered Professional Land Surveyor

#### CURVE TABLE

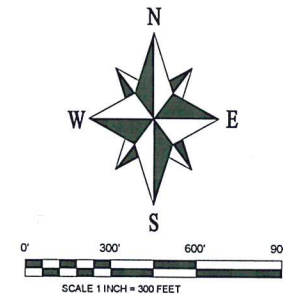
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	300.00	195.46'	192.02'	N 42°58'59" W	37°19'48"
C2	200.00	164.82'	160.19'	N 68°15'24" W	47°13'02"
C3	100.00	28.56'	28.46'	S 60°57'12" W	10°21'46"
C4	200.00	122.22'	120.32'	S 68°16'41" W	35°00'45"
C5	150.00	241.35'	225.38'	N 45°45'11" W	72°45'13"
C6	100.00	86.00'	85.16'	N 34°55'00" W	42°55'10"
C7	200.00	130.11'	127.83'	N 78°25'53" W	37°10'27"
C8	200.00	78.64'	78.13'	N 65°48'19" W	22°31'44"

#### LINE TABLE

LINE	BEARING	DISTANCE
L1	N 02°04'00" E	55.60'
L2	N 27°19'05" W	6.19'
L3	N 68°39'53" W	64.45'
L4	S 68°08'05" W	132.18'
L5	S 86°47'04" W	181.56'
L6	S 63°35'12" W	69.52'
L7	N 82°46'01" W	64.30'
L8	S 68°50'49" W	101.11'
L9	N 82°07'47" W	29.25'
L10	N 60°52'34" W	45.06'
L11	N 58°47'44" W	202.53'
L12	S 82°55'49" W	76.95'
L13	N 74°32'27" W	61.04'

#### LEGEND

- SET 5/8" BY 30" IRON ROD WITH BLUE PLASTIC CAP INSCRIBED "CROSS PLS 60051" ON MARCH 10, 2018
- MONUMENT FOUND AS NOTED
- CALCULATED CORNER - NOT SET
- ▲ SECTION CORNER MONUMENT
- C.S. COUNTY SURVEY RECORD
- L.C. WASCO COUNTY LAND CORNER RECORD
- M.F. WASCO COUNTY DEED MICROFILM
- Doc. WASCO COUNTY DEED DOCUMENT
- OVERHEAD POWER LINE

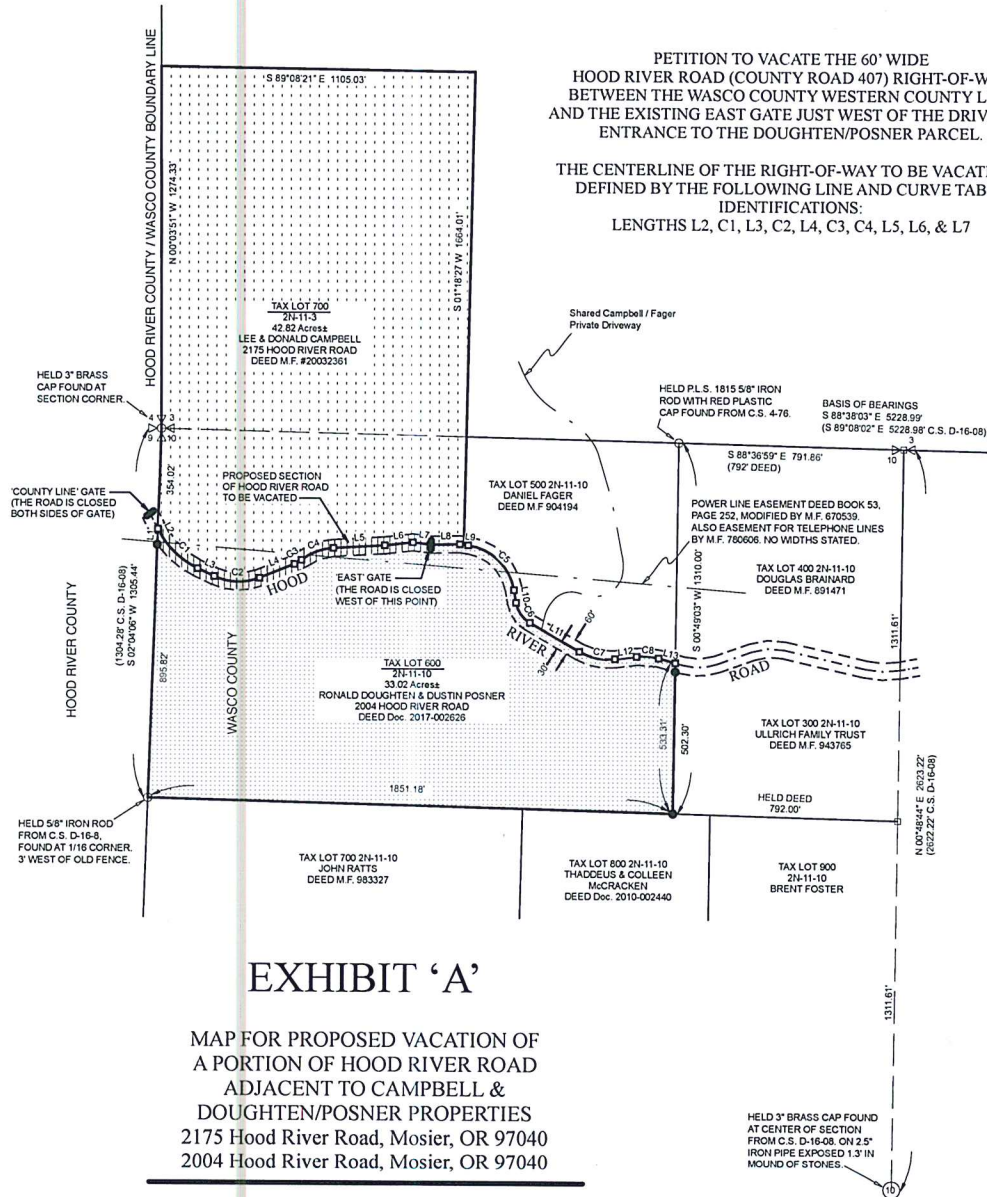


Map Prepared by:  
D. Dustin Posner  
Date: April 6, 2023

## EXHIBIT 'A'

MAP FOR PROPOSED VACATION OF  
A PORTION OF HOOD RIVER ROAD  
ADJACENT TO CAMPBELL &  
DOUGHTEN/POSNER PROPERTIES  
2175 Hood River Road, Mosier, OR 97040  
2004 Hood River Road, Mosier, OR 97040

PORTION OF THE NW1/4 OF SECTION 10,  
TOWNSHIP 2 NORTH, RANGE 11 EAST W.M.,  
WASCO COUNTY, OREGON



# Public Access - Hood River Road

## Narrative of Concerns

### - - Addendum Document - -

April 6, 2023

#### Concern #1 Wildfires

*Wildfires have historically occurred on the undeveloped lands in Hood River County - in some instances for unknown reasons. Signs closing the property during wildfire season are posted along Elder Road in Hood River County. Additional public access to the property increases fire risk from camping fires, fireworks, use of firearms, smoking, and other intentional or unintentional sources of ignition.*

Increased access brings the potential for more wildfires. Though the opening of the road is being requested by cyclists, other members of the public will also have access. There may be cyclists or hikers who are smokers (especially of concern with the additional increase usage of marijuana) who, while not intentional, end up being careless smokers. There may be hunters, campers or others wanting recreational solitude who decide that camping in the area is attractive and build a campfire at night, which does not get properly extinguished. (See discussion of recent Rattlesnake Ridge events described below). There may be the arsonist who is thrilled at creating an intentional fire for the joy of it. Additionally, in this era when homelessness has become such a problem, an out of the way but accessible forested area becomes attractive as a location to set up a homeless campsite.

The Campbells have experienced the 2009 'Microwave' fire that swept through their property in 2009. They lost an accessory structure and other personal property—On July 15th of last year (2022), the 10 acre Rattlesnake Ridge wildfire broke out about 1½ miles west of the county line in Hood River County. Emergency response vehicles were brought in from both directions - from the Elder Road gated-end in Hood River County and from the eastern gated-end on Hood River Road in Wasco County. Many of the fire trucks and other emergency response vehicles brought in from the east end (Hood River Road) were not able to get through as the road was impassable due to mud in mid-July!

Wildfire concerns are not just a summer/fall seasonal issue. It has become a year-round concern. Very recently, on March 27th we experienced another wildfire in the Rattlesnake Ridge area to the west of our properties. The Campbells saw the smoke and reported it to the Mosier Fire District. A two-man crew responded and went up to the Campbell house to scout out what could be seen from Wasco County. They notified one of the fire districts in Hood River County (we're not sure which one). That fire district responded with a 2-man crew in a pick-up from the Hood River County side, entering the area at the Elder Road gate. That crew barely made it near to the proximity of the fire site in their vehicle due to the seasonably muddy condition of the existing road. From what little we've learned, this recent fire had been burning for probably weeks in the ground duff, most likely from a leftover camp or warming fire from campers, hunters, or a homeless person(s) campsite.

As mentioned in the first paragraph, Hood River County posts signs along Elder Road closing the property during the wildfire season. If a partial reopening of the road is allowed by Wasco County, then Wasco County will also need to post signage at the eastern gate stating that the area is closed to all public access during the wildfire season.

In winter the rains and underground springs make the road virtually impassible. Recently a couple cyclist were trying to ride through the closed portion of the road and had to turn around and go out the way they came in. They were stopped by the muddy roadway conditions and the large pit-run rock surface of other sections. The roadway as currently exists is not conducive for use by cyclist wanting wet season passage through the area. If the area the road passes through is signed 'Closed To All Public Access' during the wildfire season, the times that cyclists can successfully utilize the road becomes very limited.

As this is such a high-fire risk zone, known for it's high winds during the dry season, and with such limited access - both property owners feel that allowing increased access is too great a risk.



**Concern #2**  
**Public Safety**

*Partial opening of the road and increased access to lands in Hood River County potentially increases both bike and vehicular traffic on the currently open portions of Hood River Road (east of the first gate). Close calls between motorists and cyclists have occurred on the road, especially along the portion of the single lane, steep, gravel road with blind corners.*

The last ½ mile of the existing open section of Hood River Road is a steep, narrow (essentially one lane), gravel roadway with a number of blind corners. This winter Mr. Doughten almost ran into a cyclist on one of the blind corners because of the lack of advance visibility. The person was startled as well, and almost fell into the side drainage ditch as they tried to get out of the way. The road surface being gravel, often develops washboarding, especially during the dry season. This forces cyclists in the center of the narrow roadway rather than to the side. At night, there have also been close calls with cyclists, as being a rural road, it is dark and there is no lighting to aid visibility.

The potential for unforeseen vehicle/cyclist conflicts will only increase if the closed section is opened and becomes known as a desired cyclist route with unimpeded access. The gravel (and mud in some stretches during the wet season) surface of the roadway make control of both vehicles and bikes less stable and increases the risk when sudden moves are required to avoid a collision. We have big concerns about a cyclist speeding down the center of the steepest gravel section at the same time a vehicle is accelerating to make it up the steep incline. The cyclist is likely to be the loser in that scenario. None of us or our neighbors want ever to be put in a situation where our actions helped create a condition where a cyclist is seriously injured or even killed.

**Concern #3**  
**Parking and**  
**Emergency**  
**Access**

*Partial reopening of the road may encourage bicyclists and hikers to park in the area immediately adjacent to the eastern gate. Since the road is narrow without shoulders, parking would likely occur on private property, which could limit the Campbell's access to their well, and in front of the gate which would be barrier to emergency vehicles that need to access the road.*

Parking of vehicles will likely become a problem. While there is a designated parking area near the Elder Road gate, there is nothing at the eastern end by the entrance to the Doughten/Posner property. If a pedestrian/bike-only gateway is installed next to the existing locked vehicle gate at that location, it is likely to become a place people will want to leave their vehicle while they head to the no-vehicle recreational section west of the gated entrance. The gravel road has no shoulders to accommodate parked vehicles. The potential to block emergency and utility access becomes a concern if people ignore signage and park in front of the locked vehicle gate, or try to park in the stub access drive to the Campbell's well house which is in the immediate vicinity. We anticipate that even if 'No Parking/Tow-away' signage were installed, it would likely be ignored. We suspect that Wasco County would rarely do any regular enforcement of a no parking zone - as it requires additional resources. Additionally it is likely that their response would probably be complaint driven only. Currently there is No-Parking signage on Hood River Road leading up to the Mark Hatfield Trailhead parking lot serving the Historic Columbia River State trail. We routinely see vehicles parked along the side of the road with no enforcement of the No-Parking restrictions by either ticketing or towing. As the parking lot requires the payment of fee to park, there is an incentive for people to park along the side of the road if there is no consequence to their actions.

The Doughten/Posner household would be most impacted by cars parking adjacent to the gated entrance and is very concerned about becoming the 'Bad Guys' if they have to regularly call in illegal parking adjacent to and/or on their property. Additionally, they don't want to have to constantly pester Wasco County to follow through with enforcement.

Hood River Road once past the State parking lot has a very rural character. Adding No-Parking signage would be subject to vandalism (target practice, graffiti, or removal) as well as being unsightly, distracting from the very character that hikers, cyclist and folks are coming to the area to enjoy. Maintenance of signage requires effort and resources from Wasco County.

Vehicle parking also raises the potential of theft and vandalism from unsupervised vehicles. People often dump trash, empty ashtrays (fire hazard) where they park. Folks wanting to camp or hunt in the areas to the west may find this a convenient place to park and hike in, leaving vehicles overnight (or longer). If we call to have vehicles towed, we may be confronted by angry folks who want to know what happened to their vehicle. We don't want to be put in a position of having to lie and deny filing a complaint of an illegally parked vehicle, or being asked to use our phone or facilities while they figure out what to do next. It sets us up to be the 'Bad Guys' (mentioned



before) or insensitive to someone now with a real problem on their hands.

**Concern #4**  
**Infrastructure**  
**Maintenance**

*Hood River Road to the east of the first gate is a single lane gravel road with no shoulder on a steep slope. The surface of the road is typically washboard. Additional vehicle traffic on the road may increase the need for maintenance by the county. If access is allowed at the gate, it may require county resources to install and maintain signage regarding parking as well as seasonal restrictions that occur during fire season.*

With limited funding resources, we are concerned about the additional burden this puts on the County. The area people are trying to access is essentially all in Hood River County, yet it is Wasco County that will be burdened by the additional expenses. There is also the initial expense of adding in 'pedestrian-only' gates next to the existing vehicle gates. Who becomes responsible for the infrastructure at the Hood River/Wasco county line gate?

**Concern #5**  
**Unintentional**  
**Access**

*Gates intended for use by bicycles and pedestrians may be used by off-road motorcycles, gas-powered bikes, scooters, and other prohibited vehicles. Powered vehicles increase the fire risks during wildfire season.*

A man-gate sufficient to allow for the passage of pedestrians and bicycles may also be sufficient for someone with one of the above-listed motorized vehicles to get through the gate as well. Motorized vehicles of these types greatly increase the wildfire risk during the dry season. Furthermore, their impact on the muddy sections of the road could keep creating further tire ruts and deterioration to the limited passability of the existing roadway. If the rider tries to ride around the impassible sections, it will cause new destruction of the adjoining landscape and environment as they forge a pathway around.

**Concern #6:**  
**Trash/Dumping**  
**Trespassing/**  
**Theft**

*The concerns that resulted in the original gating of the road in 1994 remain, including illegal dumping, abandonment of vehicles, and vandalism. In addition, providing additional access also increases the risk of theft from local residents and the establishment of homeless camps on the undeveloped properties in Hood River County.*

It is our understanding that these were real events taking place prior to the road closure in 1994. Hence Jerry Jones was able to document sufficiently enough to gain permission from Wasco County to get the road closed. We do not know who actually installed the gates (Mr. Jones, or the County). Also, we don't the history of involvement with Hood River County to know when the gate at Elder Road was installed.

Should Wasco County allow for increased public access, we are concerned that these same issues will reappear. As it is likely the trash and dumping would occur on the Hood River County section of the road (as it is the more secluded section), getting Hood River County to respond seems like it would be very difficult from our perspective. Access is difficult from the Elder Road side because of the road conditions. Also, we are not Hood River County tax-paying constituents, as our properties are situated in Wasco County, so our concerns will likely be a lower priority for them. Even with the road currently closed, we still experience with trespassers cutting the barb wire fencing and vegetation to get access.

Increased dumping of trash, vandalism, theft, homeless camps, and even abandonment of vehicles along the currently open section of Hood River Road in Wasco County also becomes a greater concern to all of the residences along the road if increased access is encouraged.

**Concern #7**  
**Livestock**

*In the spring, the undeveloped property in Hood County is used as open range for cattle. Additional access to these lands could increase conflict between recreational use and the cattle. Furthermore, installation and maintenance of an additional gate would be required at the Wasco County – Hood River County line to prevent the movement of cattle from the Hood River lands to the public and private properties in Wasco County.*

From April into early summer, livestock cattle are allowed to be brought onto the lands on the Hood River County side of the county line dividing it from Wasco County. We don't know who owns the cattle or who granted the permission for their pasturing on those lands. We are grateful for their presence, as they help keep the grasses low and hence, reduce the fuel load should a wildfire pass through the area.

With that said, the potential for conflicts between cyclists and the cattle is not to be ignored. No rancher wants



his/her livestock harassed by trespassers. Rutting bulls or protective mother cows might see a threat that a cyclist represents and with there being no separation between the cattle and the humans - there is the potential for physical danger. Additionally, hikers, campers and even cyclists might have dogs off-leash with them which could chase and harass the cattle. There is signage at the Elder Road gate that dogs must be kept leashed for certain months. We are skeptical the signage is sufficient to keep everybody obeying the lease requirement, as dogs love to run free and the area looks unoccupied and enticing as a place to let a dog run free. We are concerned that the livestock leaseholder has not even been approached for input on the possibility of increased public access to the land they run their cattle on. If livestock manage to get through a gate, who is responsible for rounding them up and getting them back onto the Hood River leased lands?

Additional, there is all the local wildlife of deer, coyotes, bobcat, turkeys, grouse, owls, etc. that live on these lands. Off-lease dogs pose a conflict that could endanger or chase the wildlife from using these lands. The wildlife should take priority, as their native habituate keeps getting diminished in size. We have watched loose dogs chase after deer in the areas near our properties on the open portions of the road, let alone the closed road sections.

**Concern #8**  
**Mapping and**  
**Information**  
**on Access**

*In 1994, public access to road information was limited. In the digital age, even a partial reopening of the road would potentially be published online and easily available. Readily available information potentially encourages usage of the road by not only non-motorized vehicles, but also motorized vehicles. Google maps and other digital mapping software direct vehicles to use Hood River Road, which would result in increased traffic turning around at the gate. Even a partial reopening of the road may increase public knowledge regarding access, which may have unintended consequences for private property owners as well as local governments.*

If increased access is allowed, the eastern portion of Hood River Road in Wasco County would still function as a blocked, dead end road. Allowing pedestrians and cyclists but not vehicles means the road is still impassible as a route to Hood River for vehicles. Recently a semi-truck/trailer was directed up this section of road by one of the many GPS/maps/online road apps. A neighbor had to work with the driver to get the semi-truck turned around to exit, as there is no easy and logical turn-around area on the road. This is especially true once the steep, western stretch of the road has been traversed.

We have been trying for years to get the worst offender (Google Maps) to show the road as closed to prevent these types of mis-directions. We have had zero success with numerous attempts at notifying Google Maps. A person can only email to a general Google email address. There is no other contact information or way to phone and reach a live person to discuss the problems created by showing the road as open. Emailing falls into a black hole, as nothing changes and there is never any response back to the emails. We've been told by County Public Works folks that they are helpless as well to get the road shown as closed. Apparently Google Maps only listens to the State of Oregon's Department of Transportation. As this is a County road, not a State road, ODOT has no involvement in how this road is shown in these GPS/road apps. Vacating a section of the road potentially gets the digital maps/apps to also show the remaining closed section as both dead end and/or closed, and to stop directing traffic onto that route.

If the partial access is allowed to the currently closed segment, it will become more difficult to get those maps/apps to show the road as closed to vehicles. We had a recent encounter last fall with such a scenario when Interstate 84 was closed for a number of hours between Hood River and Mosier. Folks heading west on the Interstate were blocked from going further than the Mosier Exit 69. Their GPS/Maps/Phone Apps kept sending them up Hood River Road as a possible alternative route heading to Hood River, only to be stopped at the dead end by the locked gate. There was a steady stream of cars that kept coming up the road only to find the route blocked and then having to turn around. With the roadway being narrow and not being constructed for two-way traffic, this presented safety and logistical conflicts. Had people been trying to flee a wildfire and having their GPS/mobile apps directing them up a dead end road as an escape route seems like a catastrophe waiting to happen. Additionally, if fire trucks or other emergency vehicles were trying to utilize the road at the same time for access to a wildfire west of the area (like the 2009 Microwave fire, the 2022 Rattlesnake Ridge fire, or even the 2012 fire that destroyed the homestead house on the Doughten/Posner property), they would have been blocked by all this mis-directed traffic. We feel it is imperative that some way be found to get these digital maps/apps to show Hood River Road as a fully closed road to vehicular traffic. Without that, there is great risk to folks if they are being mis-directed to use a route that does not provide them with an escape in an emergency or wildfire event

in the area.

**Concern #9**  
**Coordination**  
**with Hood**  
**River County**  
**and other land**  
**Owners**

*Access to the undeveloped property located in Hood River County is currently restricted. The property is gated and signed at a number of access points along Elder Road. If Wasco County provides public access to the property with a gate, it creates a potential conflict with the management approach taken by Hood River County.*

In Hood River County, a significant part of the Hood River Road right-of-way runs through private lands held by PBS Land Company, LLC. We do not know if they have been approached about increased public access to their lands if Wasco County proceeds with allowing greater access from the Wasco County side. We also do not know if Wasco County has consulted with Hood River County Public Works, Hood River County Forestry, any of the Fire Districts, or other public entities having jurisdiction in this area about increasing access. With the current restricted access, we would be surprised if these various entities would not have concerns of their own about the impact to their land holdings through which the road passes.

**In Conclusion:** As we discussed in our Cover letter our belief that vacating the short section of Hood River Road adjacent to a portion of the Campbell and Doughten/Posner common property line is the best solution to addressing our concerns.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF DIRECTING THE PUBLIC WORKS DIRECTOR TO PREPARE HIS REPORT ON AN APPROXIMATELY 1,000 FOOT SECTION OF HOOD RIVER ROAD, BETWEEN THE HOOD RIVER COUNTY/WASCO COUNTY BOUNDARY LINE AND THE EXISTING "EAST" GATE, LYING JUST WESTERLY OF THE DRIVEWAY ENTRANCE TO THE DOUGHTEN/POSNER PARCEL, TAX LOT 600, ALL LOCATED WEST OF MOSIER, OREGON, SECTION 10, TOWNSHIP 2 NORTH, RANGE 11 EAST, WILLAMETTE MERIDIAN.

**ORDER #23-046**

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 OF COMMISSIONERS: That a Petition, a copy of which is attached hereto and by this reference made a part hereof, has been duly filed seeking the vacation of a portion of a road located in Wasco County, Oregon described as follows:

LEGAL DESCRIPTIONS

An approximately 1,000 foot section of Hood River Road, between the Hood River County/Wasco County boundary line and the existing "East" gate, lying just westerly of the driveway entrance to the Doughten/Posner parcel, tax lot 600, all located West of Mosier, Oregon, Section 10, Township 2 North, Range 11 East, Willamette Meridian.

Attached hereto and by this reference made a part here of are maps marked Exhibit A.

IT FURTHER APPEARING TO THE BOARD OF COMMISSIONERS: That pursuant to ORS 368.346 when a vacation proceeding has been initiated by Petition, the Wasco County Board of Commissioners shall direct the County Road Official to prepare and file with the County Board of Commissioners a written report pursuant to ORS 368.346(1).

NOW, THEREFORE, IT IS HEREBY ORDERED: That the County Director of Public Works examine the above-described road and file a written report pursuant to ORS 368.346(1).

DATED this 21<sup>st</sup> day of June, 2023

**APPROVED AS TO FORM:**

**WASCO COUNTY BOARD OF COMMISSIONERS**

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Kristen Campbell, County Counsel

---

Steven D. Kramer, Commission Chair

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Scott C. Hege, Vice-Chair

---

Philip L. Brady, County Commissioner





## MOTION

**SUBJECT:** Vacation Report Order

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I move to approve the Order 23-046 directing the Public Works Director to prepare his report on an approximately 1,000 foot section of Hood River Road, between the Hood River County/Wasco County boundary line and the existing “east” gate, lying just westerly of the driveway entrance to the Doughten/Posner parcel, Tax Lot 600, all located west of Mosier, Oregon, Section 10, Township 2 North, Range 11 East, Willamette Meridian.



## AGENDA ITEM

### Mid-Columbia Economic Development District

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[TRANSPORTATION AGREEMENTS](#)

---

[ANNUAL IGA](#)

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## MCEDD ITEM

### Transportation Agreements

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[STAFF MEMO](#)

---

[ODOT AGREEMENT 35505 FOR 5310 PROGRAMS](#)

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[AMENDMENT #1 TO MCEDD/WASCO COUNTY IGA FOR PUBLIC  
TRANSPORTATION](#)

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[IGA BETWEEN WASCO COUNTY & MCEDD FOR STIF OPERATING FUNDS](#)

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[WASCO COUNTY STATEWIDE TRANSPORTATION IMPROVEMENT FUND  
PLAN](#)

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[MOTION LANGUAGE](#)

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## **MEMORANDUM**

**Date: June 8, 2023**

**To: Wasco County Board of County Commissioners (BOCC)**

**From: Jessica Metta, MCEDD Executive Director**

**Re: Transportation Grant Contract Approvals**

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### **Request**

Approve signing of Oregon Department of Transportation 5310 contract for public transit in Wasco County and approve signing of two contracts with MCEDD for administration of public transit grants in Wasco County.

### **Background**

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

Below is a summary of the applications that were submitted:

#### **FTA Section 5310 Grant**

- Focus: Senior and disabled populations.
- Match Rate: 10.27% local match. Match cannot come from farebox or most other federal dollars.
- Amount: FY23-25 amount is \$177,579, which is just down slightly from the current biennium. Historically, the local match has come from a contribution to The Link from the City of The Dalles, contracts with other vendors (such as Greyhound), contracts for non-emergency medical rides and the general fund, if necessary.
- Use: Because of the capital focus, these funds will be used to purchase services for transportation through The Link and a portion to cover repair and maintenance for The Link fleet.

#### **Statewide Transportation Improvement Fund (STIF) Formula Fund Plan**

- Focus: Improvements and expansions in support of low-income populations.
- Match Rate: No match is required for these state funds.
- Amount: These funds come from a 0.01% payroll tax. 90% of the taxes collected in Wasco County are returned as "Formula Funds." The estimated FY23-25 amount is \$1,180,416 (Sept 2022 est.).
- Use: Wasco County approved the STIF Formula Plan earlier this year with a range of projects for The Link, including providing match for the grant MCEDD has for operation of the deviated fixed routes in The Dalles, weekend operations, operations to Maupin, expanded weekday hours, match for a grant MCEDD has to replace two buses, marketing, free low-income passes, travel training, outreach, and other activities.

Wasco County has received the contract from ODOT for the 5310 award and MCEDD has verified the contract matches the BOCC-approved application. A contract is not required between ODOT and Wasco County for the STIF Formula Funds, but ODOT has approved the STIF Formula Plan as approved by Wasco County.

In 2021, ODOT required Wasco County to undergo a competitive procurement process before contracting to administer the 5310 grant. MCEDD was the only respondent and was awarded the contract. ODOT has said the existing contract could be extended and incorporate the new award rather than going through the competitive procurement process again. STIF Formula Funds do not require a competitive procurement process for contracting.

Enclosed with this memo for approval are:

- 1) The contract between ODOT and Wasco County for the 5310 award.
- 2) A Intergovernmental Agreement amendment between Wasco County and MCEDD to administer the 5310 award.
- 3) A new Intergovernmental Agreement between Wasco County and MCEDD to administer the STIF Formula Plan, which includes the plan (application) as reference.

## PUBLIC TRANSPORTATION DIVISION OREGON DEPARTMENT OF TRANSPORTATION

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

### AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2023** 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, 2025** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements**

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

**Exhibit E: Information required by 2 CFR 200.332(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available**

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$197,904.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$177,579.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

**6. Disbursement and Recovery of Grant Funds.**

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

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

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

of this Agreement.

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

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

**8. Records Maintenance and Access; Audit.**

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



funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

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

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

## 9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
  - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
  - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)
- c. **Subagreement indemnity; insurance**
  - i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
  - ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's

**interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.**

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
  - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
  - ii. All procurement transactions are conducted in a manner providing full and open competition;
  - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
  - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

#### 10. Termination

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

- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

## 11. General Provisions

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

not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

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

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

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

- i. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any

Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

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

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

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

**SIGNATURE PAGE TO FOLLOW**

**Wasco County**, by and through its

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Kathy Clark  
511 Washington Street, STE 101  
The Dalles, OR 97058  
1 (541) 506-2520  
kathyc@co.wasco.or.us

**State Contact:**

Jovi Arellano  
555 13th St SE  
Salem, OR 37301  
1 (971) 718-1050  
jovi.arellano@odot.oregon.gov

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
Karyn Criswell  
Public Transportation Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Jovi Arellano

Date \_\_\_\_\_ 05/30/2023

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

By \_\_\_\_\_  
Assistant Attorney General

Name \_\_\_\_\_ Sam Zeigler by email  
(printed)

Date \_\_\_\_\_ 02/01/2023

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

**EXHIBIT A**  
**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 5310 Wasco County 35505</b> <i>Purchased Service</i>				
<b>P-23-1981-01 Item #1: Contracted Service (5310 only)</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$197,904.00	\$177,579.00	\$20,325.00	Local
<b>Sub Total</b>	\$197,904.00	\$177,579.00	\$20,325.00	
<b>Grand Total</b>	<b>\$197,904.00</b>	<b>\$177,579.00</b>	<b>\$20,325.00</b>	

**1. PROJECT DESCRIPTION**

*Provide funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public, in Wasco County, the majority of the service will be in The Dalles, OR. And to support the administrative costs required to manage the service contract.*

**2. PROJECT DELIVERABLES, TASKS and PERFORMANCE MEASURES**

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

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

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

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

*Recipient will market the services.*

*Recipient will oversee and monitor the services and performance of the contractor or pass-through subrecipient.*

*The following performance measure will be used to evaluate the effectiveness of the project.*

*A ridership goal is established for this project as follows.*

*For 2023-2025: 350 Individuals, 27,000 One-Way Rides.*

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



### *3. PROJECT ACCOUNTING, MATCHING FUNDING and SPENDING PLAN*

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

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

*Sources of funding that may be used as matching funding for this Agreement include Special Transportation Formula Funds, other local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.*

*Recipient will subtract revenue from fares, tickets and passes whether pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses incurred by the contractor or pass-through subrecipient are reimbursable as operating expenses. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.*

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

#### *Spending Plan*

*State's obligation to disburse Grant funds to Recipient under this agreement is contingent upon the availability of appropriated funds from which payment can be made. Therefore, Grant Funds shall be disbursed according to the following disbursement schedule. This schedule is based on the standard Agreement term of two fiscal years, each running from July 1 through June 30.*

#### *Disbursement Schedule*

*First year maximum disbursement: no more than 50 percent of the total grant amount regardless of the amount of any reimbursement request. A partial payment may be made by State if Recipient requests more than this amount in the first fiscal year period.*

*Second year maximum disbursement: no more than 50 percent of the total grant amount plus any remaining portion from the first fiscal year.*

**EXHIBIT B**

**FINANCIAL INFORMATION**

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

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b> 49 U.S.C. 5310	<b>Federal Funding Agency</b> U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>CFDA Number</b> <b>20.513 (5310)</b>	<b>Total Federal Funding</b> <b>\$177,579.00</b>
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<b>Administered By</b> Public Transportation Division 555 13th St SE Salem, OR 37301
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## EXHIBIT C

### Insurance Requirements

#### 1. GENERAL.

##### 1. a. GENERAL REQUIREMENTS

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

#### 2. TYPES AND AMOUNTS.

##### a. WORKERS COMPENSATION.

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

##### b. COMMERCIAL GENERAL LIABILITY.

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

Amounts below are a minimum requirement as determined by State:

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

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

##### c. AUTOMOBILE LIABILITY.

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

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

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

**d. EXCESS/UMBRELLA LIABILITY.**

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

**e. ADDITIONAL INSURED.**

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

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

**f. "TAIL" COVERAGE.**

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

**3. NOTICE OF CANCELLATION OR CHANGE.**

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

**4. CERTIFICATE(S) OF INSURANCE.**

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

**Recipient Insurance Requirements**

## **1. GENERAL.**

### **a. GENERAL REQUIREMENTS**

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

### **b. INSURANCE REQUIREMENT REVIEW.**

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

## **2. TYPES AND AMOUNTS.**

### **a. WORKERS COMPENSATION.**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

### **b. COMMERCIAL GENERAL LIABILITY.**

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

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

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

### **c. AUTOMOBILE LIABILITY.**

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

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

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

### **d. EXCESS/UMBRELLA LIABILITY.**

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

**e. ADDITIONAL INSURED.**

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

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

**f. WAIVER OF SUBROGATION.**

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the department or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

**g. CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- i. Recipient's completion and State's acceptance of all project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

**3. NOTICE OF CANCELLATION OR CHANGE.**

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

**4. CERTIFICATE(S) AND PROOF OF INSURANCE.**

Recipient shall provide to State Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance State has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

**5. STATE ACCEPTANCE.**

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

## EXHIBIT D

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

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

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

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

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

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



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

**Amendment Number 1  
To Intergovernmental Agreement Between  
MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT  
and WASCO COUNTY  
For Public Transportation Under FTA 5310**

1. This is Amendment Number 1 to the Intergovernmental Agreement between Mid-Columbia Economic Development District (MCEDD) and Wasco County.
2. The Scope of Work is amended to also reference ODOT Agreement 35505, which is also attached as Attachment B.
3. The Consideration section is changed as follows:

The total project cost is estimated at ~~\$205,089~~ **\$402,993**. 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 ~~\$184,026~~ **\$361,605**. The District will provide ~~\$21,063~~ **\$41,388** in matching funds for the project. The District will be responsible for all Project Costs not covered by the Grant Funds.

4. The Term is extended from June 30, 2023 to June 30, 2025.
5. All other contract terms remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the dates set forth below their respective signatures.

**Mid-Columbia Economic Development District:**

**Wasco County:**

\_\_\_\_\_  
By: Jessica Metta, Executive Director

\_\_\_\_\_  
Steven Kramer, Commission Chair

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

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

APPROVED AS TO FORM:

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

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT**

**AND**

**Wasco County**

***FOR Statewide Transportation Improvement Fund Formula Operating Funds***

**THIS AGREEMENT**, made this **1st** day of **July, 2023**, 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 **FY23-25 Wasco County Statewide Transportation Improvement Fund Formula Plan**.

**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:**

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

B. 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 **FY23-25 Wasco County Statewide Transportation Improvement Fund Formula Plan**, attached as Exhibit A.

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 40 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 **\$1,723,216**. 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 **\$1,723,216** (the "Grant Funds") for eligible costs described Exhibit A. The District shall provide matching funds for all Project Costs as described in Exhibit A. 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, 2023** 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, 2025** (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, Ste 101  
The Dalles, OR 97058

If to District: Executive Director  
Mid-Columbia Economic Development District  
802 Chenoweth Loop Road  
The Dalles, OR 97058

**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: \_\_\_\_\_  
Steven Kramer, Commission Chair

By: \_\_\_\_\_  
Jessica Metta, Executive Director

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

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

APPROVED AS TO FORM:

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

# Oregon Department of Transportation



## STIF Plan 2023-25

- [STIF Program Guidebook](#)
- [STIF Plan Application Instructions](#)

For alternative formats / accessibility questions please reach out to: The Regional Transit Coordinator in your region or Brian Roth: [brian.roth@odot.oregon.gov](mailto:brian.roth@odot.oregon.gov)

### 1. Qualified Entity

#### Qualified Entity Name

#### Qualified Entity Address

Address Line 1

City

State

Zip Code

#### STIF Plan Contact Name

#### STIF Plan Contact Title

#### STIF Plan Contact Email

#### STIF Plan Contact Phone Number

#### Employer Identification Number (EIN)

Will any of the projects in this STIF Plan use funds jointly managed with one or more other Qualified Entities?

## 1.2 Sub-Recipients in STIF Plan

### Provider 1

Are any Sub-Recipients included in this STIF Plan?

Yes

### Provider Name

Mid-Columbia Economic Development District

### Sub-Recipient Contact Name

Jessica Metta

### Sub-Recipient Contact Title

Executive Director

### Sub-Recipient Phone Number

(541) 296-2266

### Sub-Recipient Email

jessica@mcedd.org

### Sub-Recipient Type

Intergovernmental Entity

### Sub-Recipient Employer Identification Number (EIN)

93-0586118

### Sub-Recipient Website

www.mcedd.org

## 2. Advisory Committees

### 2.1 Advisory Committee Website

☒ By checking this box, I agree that all Advisory Committee requirements of OARs 732-040-0030, 732-040-0035 and 732-042-0020 have been met, including, but not limited to: required constituencies, written bylaws, public meetings, and STIF Plan project review and prioritization.

### Advisory Committee Web Address

<https://www.mcedd.org/transportation/wasco-county-public-transportation-advisory-committee-ptac/>

Did the QE's Advisory Committee or Governing Body convene an optional work group as outlined in OAR 732-040-0030?

☐ Yes

☒ No

## 3. Local Plan Compliance

### 3.1 Existing Local Plans from which project(s) are derived.

#### Local Plan 1

Local Plan Name

Governing Body that adopted  
Local Plan

Plan Adoption Date

12/16/2020



Wasco County Human Services  
Coordinated Transportation Plan

Wasco County

#### Local Plan Web Address

[https://www.mcedd.org/wp-content/uploads/2020/12/2020-2024\\_WCCoordinatedPlan\\_SIGNED.pdf](https://www.mcedd.org/wp-content/uploads/2020/12/2020-2024_WCCoordinatedPlan_SIGNED.pdf)

## Local Plan 2

#### Local Plan Name

Wasco County Transit Development  
Plan

#### Governing Body that adopted Local Plan

MCEDD Board

#### Plan Adoption Date

6/16/2022

#### Local Plan Web Address

[https://www.mcedd.org/wp-content/uploads/2022/06/23021\\_TDP\\_Final.pdf](https://www.mcedd.org/wp-content/uploads/2022/06/23021_TDP_Final.pdf)

## 3.2 Local Plan requirements

I agree that all Local Plans are consistent with the STIF requirements specified in OAR 732-040-0005(18)

☒ Yes

☐ No, one or more Local Plans are not yet consistent with STIF rule requirements.

## 4. Accountability

*You may insert a web address in place of a description or document upload, as long as the information is sufficient enough to warrant approval of the STIF Plan and comply with STIF Rule.*

### 4.1 Accountability methods

☒ By checking this box, I affirm that all of the necessary policies and procedures are in place to provide reasonable assurance that compliance with OAR 732, Divisions 40 and 42 is met, and to achieve the goals and outcomes specified in this STIF Plan, including, but not limited to: program and financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal laws, civil rights, and compliance with ADA.

☒ By checking this box, I affirm that all of the necessary policies and procedures are in place to provide reasonable assurance that compliance of all Sub-Recipients with OAR 732, Divisions 40 and 42 is met to achieve the goals and outcomes specified in this STIF Plan, address deficiencies in Sub-Recipient performance, and to provide reasonable assurance that the Qualified Entity can accomplish the applicable requirements of these rules, including but not limited to: audit and compliance requirements, accounting requirements, capital asset requirements, and reporting requirements.

### 4.2 Sub-Allocation method

☒ By checking this box, I affirm that all data used to develop the sub-allocation method was shared with each Public Transportation Service Provider and other potential sub-recipients, as relevant.

Describe the Qualified Entity's method for sub-allocating STIF Formula Fund moneys and the collaborative process used to work with Public Transportation Service Providers and other

**potential Sub-Recipients, as relevant, to develop the sub-allocation method.**

There is only one Public Transportation Service Provider within Wasco County (LINK Public Transportation operated by Mid-Columbia Economic Development District). The Wasco County Public Transportation Advisory Committee (PTAC) noted this condition and determined there is no reason to sub-allocate Wasco County STIF Formula Funds. This PTAC recommendation was approved by Wasco County Board of County Commissioners. We do note that we reached out to a private non-profit transportation provider in Wasco County about the process and did not receive any interest.

*Limit 1000 Characters*

## 4.3 High Percentage of Low-Income Households

**Explain how the STIF Plan defines and identifies communities with a high percentage of Low-Income Households.**

The Wasco County STIF Plan defines all of Wasco County as an area with a high percentage of low-income households:

- 1) "Low Income Household" is a household the total income of which does not exceed 200% of the poverty guidelines.
- 2) "High Percentage of Low-Income Households" is defined as higher than the Oregon state average. Data from the 2021 American Community Survey 5-year Estimates was used to calculate the percentage of low income households in Wasco County at 35% (3626 households) by using the dataset for individuals and converting it to households using the average household size of 2.47 for Wasco County. The Advisory Committee previously reviewed but rejected census tract-level data, feeling that the low-income Latino population of the County was underrepresented at that geography. As Oregon's state average is 28% of low income households and Wasco County is 35%, all of Wasco County is designated as an area with a high percentage of low-income households in this STIF Plan.

*Limit 1000 Characters*

## 5. STIF Plan Period and Adoption

### 5.1 Period Covered By STIF Plan

Provide start and end dates for projects proposed for funding in this STIF Plan. The earliest possible start date is July 1, 2023.

**Start Date:**

7/1/2023

**End Date**

6/30/2025

### 5.2 STIF Plan Adoption

**STIF Plan Advisory Committee recommendation date**

11/7/2022

**STIF Plan Governing Body adoption date**

12/21/2022

**Website where Governing Body adoption document is located**

[https://www.co.wasco.or.us/departments/board\\_of\\_county\\_commissioners/agenda\\_board\\_packet\\_and\\_minutes.php](https://www.co.wasco.or.us/departments/board_of_county_commissioners/agenda_board_packet_and_minutes.php)

**Did the Governing Body modify the Advisory Committee's recommended STIF Plan?**

No

## 6. Projects

Beginning this cycle, you may now upload Sub-Recipient Project Applications instead of manually entering the information for each sub-recipient. All uploaded Sub-Recipient Project Applications must be approved by the Qualified Entity's Governing Body, and will be recognized as part of the Qualified Entity's STIF Plan.

In addition to this, any Qualified Entities with their own STIF Plan projects may enter that information directly into the STIF Plan, or may choose to upload their own Sub-Recipient Project Application. In all cases, you cannot split information for a single entity between the STIF Plan and an uploaded Sub-Recipient Project Application. All project information for a given entity must be contained either solely within the Sub-Recipient Project Application or STIF Plan itself.

**Important note:** If you'd like to use this optional upload feature, please enter the total amount from each Sub-Recipient Project Application in the conditional boxes that will appear below (this information can be found in the last section of the Sub-Recipient Project Application). This will ensure that the sum of all Qualified Entity and sub-recipient projects are included in STIF Plan section 7. STIF Plan Summary.

**Would you like to upload any approved Sub-Recipient Project Applications for this STIF Plan?**

☐ Yes

☒ No

### 6.1 Project Detail Entry

#### Project 1

**Qualified Entity or Sub-Recipient Name**

Mid-Columbia Economic Development District

**Project Name**

Routes and Connections

**Limit 50 characters**

**Project Description**

This project supports various routes and connections provided by The Link, including the Deviated Fixed Routes in The Dalles, the Dial-a-Ride system, the South Wasco County Shuttle, the Hood River-The Dalles Intercity Service, and a vanpool subsidy.

**Limit 1000 Characters**

**Is this project intended for services benefiting seniors and individuals with disabilities (formerly STF)?**

☒ Yes

☐ No

**Do you plan to expend funding in a future STIF Plan period?**

☐ Yes

☒ No

## Project budget share to improve, expand or maintain public transportation service

Improve or Expand Service

20%

Maintain Service

80%

If project is maintaining an existing service, describe rationale.

The majority of dollars in this project are continuing services that were started or expanded in prior STIF Formula plans that the community has come to rely on, including new routes and increased hours for existing dial-a-ride service.

Limit 500 Characters

Local Plan from which this project is derived:

Wasco County Human Services Coordinated Transportation Plan

Local Plan page number

80, 81, 84, 85

## Multi-Phase Project

Is your project part of a larger, multi-phase project?

No

## 6.1.1 Project Scope

### Task 1

#### Task Description

Maintain expanded operations for the Deviated Fixed Routes in The Dalles: two deviated fixed routes operating on weekdays from 7:00 am to 6:00 pm and one deviated fixed route operating on Saturdays from 9:00 am to 4:00 pm.

#### Examples:

- Purchase and installation of up to 12 branded bus stop signs.
- This task provides resources for additional peak service to accommodate increased demand associated with implementation of the Youth Fare program.

Limit 250 Characters

#### Category

- ☐ Communications 44.26.14
- ☐ Equipment Purchase
- ☐ Facility Purchase
- ☐ Mobility Management 11.7L.00
- ☒ Operations 30.09.01 (Operating Assistance)

- ☐ Planning 44.20.00
- ☐ Preventive Maintenance 11.7A.00
- ☐ Program Reserve 11.73.00
- ☐ Project Administration 11.79.00
- ☐ Signs/Shelters Purchase
- ☐ Vehicle Purchase 111-00
- ☐ Capital 117-00 Other Capital Items (Bus)

**Specify the mode that this task will support.**

☒ Fixed Route ☐ Demand Response

## Operations Task Category

**Task Category Amount**

\$953,280.00

## 6.1.2 Expenditure Estimates

### Expenditures by Fund Source and Fiscal Year

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure. **Do not select more than eight fund sources.**

Fund Type	FY 2024	FY 2025	FY 2026	FY 2027	Total
STIF	\$0.00	\$480,000.00			\$480,000.00
Federal	\$263,160.00	\$0.00			\$263,160.00
Other State	\$0.00	\$0.00			\$0.00
Local	\$0.00	\$0.00			\$0.00
Other Funds	\$0.00	\$0.00			\$0.00
Prior Biennia STIF Funds	\$210,120.00	\$0.00			\$210,120.00
Prior Biennia Interest Accrued	\$0.00	\$0.00			\$0.00
Prior Biennia Program Reserve	\$0.00	\$0.00			\$0.00

\$473,280.00

\$480,000.00

\$0.00

\$0.00

\$953,280.00

☐ By checking this box, I confirm that this project task is only funded by STIF.

## 6.1.3 Outcome Measures

### Minimum required measures for operations tasks

**Revenue Miles**

210,250

**Revenue Hours**

17,250.00

**Rides**

16,870

**Number of people with access to transit (within ½ mile of transit stop for fixed route)**

8,800

**Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route)**

346

**Number of new shared stops with other transit providers (reducing fragmentation in transit services)**

2

**Is this project supporting student transportation?**

No

**Is this project supporting services for older adults and people with disabilities?**

No

## Outcome Measures

*Please select at least one outcome measure that best reflects the benefit of this task.*

### Task 2

#### Task Description

Operate the Dial-a-Ride system serving The Dalles, Mosier, Dufur, Celilo Village and all points between on weekdays from 6am to 8pm and on weekends from 9am to 4pm. This expands existing service and includes both STIF Population + Payroll funds.

#### Examples:

- Purchase and installation of up to 12 branded bus stop signs.
- This task provides resources for additional peak service to accommodate increased demand associated with implementation of the Youth Fare program.

#### Limit 250 Characters

#### Category

☐ Communications 44.26.14

- ☐ Equipment Purchase
- ☐ Facility Purchase
- ☐ Mobility Management 11.7L.00
- ☒ Operations 30.09.01 (Operating Assistance)
- ☐ Planning 44.20.00
- ☐ Preventive Maintenance 11.7A.00
- ☐ Program Reserve 11.73.00
- ☐ Project Administration 11.79.00
- ☐ Signs/Shelters Purchase
- ☐ Vehicle Purchase 111-00
- ☐ Capital 117-00 Other Capital Items (Bus)

**Specify the mode that this task will support.**

- ☐ Fixed Route ☒ Demand Response

## Operations Task Category

**Task Category Amount**

\$1,442,004.00

## 6.1.2 Expenditure Estimates

### Expenditures by Fund Source and Fiscal Year

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure. **Do not select more than eight fund sources.**

Fund Type	FY 2024	FY 2025	FY 2026	FY 2027	Total
STIF	\$231,470.00	\$240,470.00			\$471,940.00
Federal	\$465,032.00	\$465,032.00			\$930,064.00
Other State	\$0.00	\$0.00			\$0.00
Local	\$20,000.00	\$20,000.00			\$40,000.00
Other Funds	\$0.00	\$0.00			\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00			\$0.00

Prior Biennia  
Interest  
Accrued

\$0.00

\$0.00

\$0.00

Prior Biennia  
Program  
Reserve

\$0.00

\$0.00

\$0.00

\$716,502.00

\$725,502.00

\$0.00

\$0.00

\$1,442,004.00

☐ By checking this box, I confirm that this project task is only funded by STIF.

## 6.1.3 Outcome Measures

### Minimum required measures for operations tasks

Revenue Miles

130,340

Revenue Hours

11,490.00

Rides

24,490

Number of people with access to transit (within ½ mile of transit stop for fixed route)

26,500

Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route)

1,091

Number of new shared stops with other transit providers (reducing fragmentation in transit services)

0

Is this project supporting student transportation?

No

Is this project supporting services for older adults and people with disabilities?

Yes

## Outcome Measures for Older Adults and People with Disabilities

Outcome 1 Placeholder for older adults and people with disabilities

Elderly/ Disabled One-Way Trips

## Outcome Measures

Please select at least one outcome measure that best reflects the benefit of this task.

### Task 3



### Task Description

Operate a shuttle service with deviations between communities in South Wasco County to The Dalles twice per day, two times per week. This is an expansion of the existing service.

### Examples:

- Purchase and installation of up to 12 branded bus stop signs.
- This task provides resources for additional peak service to accommodate increased demand associated with implementation of the Youth Fare program.

### Limit 250 Characters

#### Category

- ☐ Communications 44.26.14
- ☐ Equipment Purchase
- ☐ Facility Purchase
- ☐ Mobility Management 11.7L.00
- ☒ Operations 30.09.01 (Operating Assistance)
- ☐ Planning 44.20.00
- ☐ Preventive Maintenance 11.7A.00
- ☐ Program Reserve 11.73.00
- ☐ Project Administration 11.79.00
- ☐ Signs/Shelters Purchase
- ☐ Vehicle Purchase 111-00
- ☐ Capital 117-00 Other Capital Items (Bus)

#### Specify the mode that this task will support.

- ☒ Fixed Route ☐ Demand Response

## Operations Task Category

#### Task Category Amount

\$144,000.00

## 6.1.2 Expenditure Estimates

### Expenditures by Fund Source and Fiscal Year

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure. **Do not select more than eight fund sources.**

Fund Type	FY 2024	FY 2025	FY 2026	FY 2027	Total
STIF	\$70,000.00	\$74,000.00			\$144,000.00
Federal	\$0.00	\$0.00			\$0.00

Other State	\$0.00	\$0.00	\$0.00
Local	\$0.00	\$0.00	\$0.00
Other Funds	\$0.00	\$0.00	\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00	\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00	\$0.00
Prior Biennia Program Reserve	\$0.00	\$0.00	\$0.00

**\$70,000.00      \$74,000.00      \$0.00      \$0.00      \$144,000.00**

☒ By checking this box, I confirm that this project task is only funded by STIF.

## 6.1.3 Outcome Measures

### Minimum required measures for operations tasks

Revenue Miles	Revenue Hours	Rides
22,346	2,320.00	816

**Number of people with access to transit (within ½ mile of transit stop for fixed route)**

242

**Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route)**

17

**Number of new shared stops with other transit providers (reducing fragmentation in transit services)**

2

**Is this project supporting student transportation?**

No

**Is this project supporting services for older adults and people with disabilities?**

No

## Outcome Measures

Please select at least one outcome measure that best reflects the benefit of this task.

### Task 4

#### Task Description

Operate intercity service between Hood River and The Dalles four times per day on weekdays and three times per day on weekends.

#### Examples:

- Purchase and installation of up to 12 branded bus stop signs.
- This task provides resources for additional peak service to accommodate increased demand associated with implementation of the Youth Fare program.

#### Limit 250 Characters

##### Category

- ☐ Communications 44.26.14
- ☐ Equipment Purchase
- ☐ Facility Purchase
- ☐ Mobility Management 11.7L.00
- ☒ Operations 30.09.01 (Operating Assistance)
- ☐ Planning 44.20.00
- ☐ Preventive Maintenance 11.7A.00
- ☐ Program Reserve 11.73.00
- ☐ Project Administration 11.79.00
- ☐ Signs/Shelters Purchase
- ☐ Vehicle Purchase 111-00
- ☐ Capital 117-00 Other Capital Items (Bus)

#### Specify the mode that this task will support.

- ☒ Fixed Route ☐ Demand Response

## Operations Task Category

#### Task Category Amount

\$199,055.00

## 6.1.2 Expenditure Estimates

### Expenditures by Fund Source and Fiscal Year

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure. **Do not select more than eight fund sources.**

Fund Type	FY 2024	FY 2025	FY 2026	FY 2027	Total
-----------	---------	---------	---------	---------	-------

STIF	\$19,562.00	\$20,249.00		\$39,811.00
Federal	\$0.00	\$0.00		\$0.00
Other State	\$79,622.00	\$79,622.00		\$159,244.00
Local	\$0.00	\$0.00		\$0.00
Other Funds	\$0.00	\$0.00		\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00		\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00		\$0.00
Prior Biennia Program Reserve	\$0.00	\$0.00		\$0.00

**\$99,184.00      \$99,871.00      \$0.00      \$0.00      \$199,055.00**

☐ By checking this box, I confirm that this project task is only funded by STIF.

### 6.1.3 Outcome Measures

#### Minimum required measures for operations tasks

**Revenue Miles**

75,606

**Revenue Hours**

1,861.00

**Rides**

24,030

**Number of people with access to transit (within ½ mile of transit stop for fixed route)**

590

**Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route)**

31

**Number of new shared stops with other transit providers (reducing fragmentation in transit services)**

1

**Is this project supporting student transportation?**

No

**Is this project supporting services for older adults and people with disabilities?**

No

## Outcome Measures

*Please select at least one outcome measure that best reflects the benefit of this task.*

### Task 5

#### Task Description

Provides a subsidy to support two commuter vanpools to support transportation beyond what The Link can easily provide.

#### Examples:

- Purchase and installation of up to 12 branded bus stop signs.
- This task provides resources for additional peak service to accommodate increased demand associated with implementation of the Youth Fare program.

#### Limit 250 Characters

##### Category

- ☐ Communications 44.26.14
- ☐ Equipment Purchase
- ☐ Facility Purchase
- ☐ Mobility Management 11.7L.00
- ☐ Operations 30.09.01 (Operating Assistance)
- ☐ Planning 44.20.00
- ☐ Preventive Maintenance 11.7A.00
- ☐ Program Reserve 11.73.00
- ☐ Project Administration 11.79.00
- ☐ Signs/Shelters Purchase
- ☐ Vehicle Purchase 111-00
- ☒ Capital 117-00 Other Capital Items (Bus)

##### 117-00 Other Capital Items Activity Type

- ☒ Third Party Contracts 11.71
- ☐ Force Accounts 11.72
- ☐ Real Estate (R/W) 11.75
- ☐ Real Estate (Other) 11.76

##### Third Party Contracts 11.71 Activity Detail

- ☐ 11.71.01 Preliminary Engineering
- ☐ 11.71.02 Final Design Services

- ☐ 11.71.03 Project Management
 ☐ 11.71.04 Construction Management
- ☐ 11.71.05 Insurance
 ☐ 11.71.06 Legal
- ☐ 11.71.07 Audit
 ☐ 11.71.08 Construction (Force Account)
- ☐ 11.71.09 Rolling Stock Rehab (FA)
 ☐ 11.71.10 Inspection (FA)
- ☒ 11.71.11 Other
 ☐ 11.71.12 Capital Cost of Contracting

## Other Capital Items Task Category

### Task Category Amount

\$24,000.00

## 6.1.2 Expenditure Estimates

### Expenditures by Fund Source and Fiscal Year

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure. **Do not select more than eight fund sources.**

Fund Type	FY 2024	FY 2025	FY 2026	FY 2027	Total
STIF	\$12,000.00	\$12,000.00			\$24,000.00
Federal	\$0.00	\$0.00			\$0.00
Other State	\$0.00	\$0.00			\$0.00
Local	\$0.00	\$0.00			\$0.00
Other Funds	\$0.00	\$0.00			\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00			\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00			\$0.00
Prior Biennia Program Reserve	\$0.00	\$0.00			\$0.00
	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$24,000.00

☒ By checking this box, I confirm that this project task is only funded by STIF.

## 6.1.3 Outcome Measures

## Outcome Measures

Please select at least one outcome measure that best reflects the benefit of this task.

### Outcome Measure 1

#### All Project Types

##### Other Measure

Services Added

##### Number of Units:

2

## 6.2 Allocation of STIF funds by project

Please identify what percentage of this STIF project budget is allocated to each of the criteria listed below by fiscal year.

Note: More information about requirements for criterion #7 can be found in [OAR 732-042-0015\(3\)\(j\)](#).

More information about requirements for criterion #8 can be found in [OAR 732-042-0010\(1\)\(a\)](#).

### STIF Criteria

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.
6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.
7. Implementation of programs to provide student transit service for students in grades 9-12.
8. Services for older adults and people with disabilities.

**FY 2024 STIF Total**

\$543,152.00

**FY 2025 STIF Total**

\$826,719.00

## Fund Allocation (Must not exceed 100% per criterion per fiscal year)

If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.

Criterion	FY 2024	FY 2025	FY 2026	FY 2027
Criterion 1	43.0%	43.0%		
Criterion 2	1.0%	1.0%		
Criterion 3	0.0%	0.0%		
Criterion 4	0.0%	0.0%		
Criterion 5	8.0%	8.0%		
Criterion 6	0.0%	0.0%		
Criterion 7	0.0%	0.0%		
Criterion 8	48.0%	48.0%		
	100.00%	100.00%	0.00%	0.00%

## 6.3 Oregon Public Transportation Plan Goals

*Select at least one goal.*

For more information about these goals, please refer to page eight of the [Oregon Public Transportation Plan](#).

**Select the OPTP goals that apply to your STIF Plan Projects.**

- ☒ Goal 1 Mobility: Public Transportation User Experience
- ☒ Goal 2: Accessibility and Connectivity
- ☒ Goal 3: Community Livability and Economic Vitality
- ☒ Goal 4: Equity
- ☐ Goal 5: Health
- ☐ Goal 6: Safety and Security
- ☐ Goal 7: Environmental Sustainability
- ☐ Goal 8: Land Use
- ☐ Goal 9: Funding and Strategic Investment
- ☐ Goal 10: Communication, Collaboration, and Coordination

## 6.4 Project Summary

**Project Name**

Routes and Connections

**STIF Project Grand Total**



\$1,369,871.00

*Includes FY 21-23 Unspent  
Funds, Interest Accrued, Program  
Reserve*

**FY 2024 STIF Project**

**Total**

\$543,152.00

*Includes FY 21-23  
Unspent Funds, Interest  
Accrued, Program  
Reserve*

**FY 2025 STIF Project**

**Total**

\$826,719.00

*Includes FY 21-23  
Unspent Funds, Interest  
Accrued, Program  
Reserve*

---

## **Funds Supporting Student Transportation**

**FY 2024 percent of STIF**

**Funds supporting  
student transportation**

0%

**FY 2025 percent of**

**STIF Funds supporting  
student transportation**

0%

---

## **Funds Supporting Older and Disabled Persons Transportation**

---

### **Funds from Previous Biennia**

**FY 2024 STIF Funds**

**From Previous Cycle**

\$210,120.00

*Includes FY 21-23  
Unspent Funds, Interest  
Accrued, Program  
Reserve*

**FY 2025 STIF Funds**

**From Previous Cycle**

\$0.00

*Includes FY 21-  
23 Unspent Funds,  
Interest Accrued,  
Program Reserve*

## **Project 2**

**Qualified Entity or Sub-Recipient Name**

Mid-Columbia Economic Development District

**Project Name**

Fleet and Technology

**Limit 50 characters**

**Project Description**

This project replaces two buses with hybrid buses, improves existing buses, and upgrades the dispatching software used by The Link.

**Limit 1000 Characters**

**Is this project intended for services benefiting seniors and individuals with disabilities (formerly STF)?**

☐ Yes

☒ No

**Do you plan to expend funding in a future STIF**

**Plan period?**

☐ Yes

☒ No

## **Project budget share to improve, expand or maintain public transportation service**

**Improve or Expand Service**

60%

**Maintain Service**

40%

**If project is maintaining an existing service, describe rationale.**

The "maintenance" is replacement of existing vehicles, which is essential to continue regular service.

**Limit 500 Characters**

**Local Plan from which this project is derived:**

Wasco County Human Services Coordinated Transportation Plan

**Local Plan page number**

81

## **Multi-Phase Project**

**Is your project part of a larger, multi-phase project?**

No

## **6.1.1 Project Scope**

### **Task 1**

#### **Task Description**

Replace two gas-powered 12/2 cutaway buses at the end of their useful life with two hybrid 12/2 cutaway buses.

#### **Examples:**

- Purchase and installation of up to 12 branded bus stop signs.
- This task provides resources for additional peak service to accommodate increased demand associated with implementation of the Youth Fare program.

**Limit 250 Characters**

#### **Category**

☐ Communications 44.26.14

- ☐ Equipment Purchase
- ☐ Facility Purchase
- ☐ Mobility Management 11.7L.00
- ☐ Operations 30.09.01 (Operating Assistance)
- ☐ Planning 44.20.00
- ☐ Preventive Maintenance 11.7A.00
- ☐ Program Reserve 11.73.00
- ☐ Project Administration 11.79.00
- ☐ Signs/Shelters Purchase
- ☒ Vehicle Purchase 111-00
- ☐ Capital 117-00 Other Capital Items (Bus)

☒ **By checking this box, I affirm that all projects requesting funds for capital expenses are in compliance with the Capital Asset Requirements outlined in OAR 732-042-0040.**

**What type of capital vehicle purchases are included in this task?**

- ☒ Replacement
- ☐ Expansion
- ☐ Lease
- ☐ Rebuild
- ☐ Vehicle Overhaul

## Vehicle Replacement 11.12

### Replacement Vehicle Information

#### 1. Vehicles to be Replaced

Year	Make/Model	Category	VIN	Total Seats / ADA Seats	Current Miles
2,011	Ford E-450/ Econoline	D (11.XX.04 )	1FDFFE4FS5BDA5605 1	2 Ex. 24/2	129,776
2,014	Ford E-450/ Econoline	D (11.XX.04 )	1FDFFE4FS3EDA0569 8	2 Ex. 24/2	153,097

#### 2. Condition of Vehicles

VIN	Condition	Vehicle Maintenance History (Issues, Repairs, etc.)
-----	-----------	--------------------------------------------------------

1FDFE4FS5BDA56051

Marginal

In addition to routine maintenance, inspections, and seasonal repairs, we've undertaken additional costly repairs including: Battery replacement (9/21), Brake/caliper/rotor replacement and repair (9/21 and 12/20), Air conditioner parts replacement (7/21), malfunctioning turn signals replaced (5/19), Smart junction box replaced to enable bus to come out of park (5/19), Transmission replacement (5/19) etc.

1FDFE4FS3EDA05698

Marginal

This bus had had repeated costs: transmission issues and replacements (02/22 and 1/19). It also needed significant repair on the the lift, motors, electric work after failing inspection in Sept 2021 to get to get it back in operation. Also: significant brake repair work and belt replacement (2021), Air conditioner parts replaced (6/22), Alternator replaced (9/22), Driver seat reupholstered (1/2023).

## 11.12 Vehicle Information

Vehicle ALI	Make/Model	Quantity	Cost Each	Total	Length	# of seats / # ADA stations	# of seats with ADA deployed	Fuel System
11.12.04 Bus < 30 FT	TBD	2	\$220,000.00	\$440,000.00	24	12/2 eg 20/2	14	Hybrid-Gas

\$440,000.00

## 6.1.2 Expenditure Estimates

### Expenditures by Fund Source and Fiscal Year

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure. **Do not select more than eight fund sources.**

Fund Type	FY 2024	FY 2025	FY 2026	FY 2027	Total
STIF	\$18,800.00	\$75,000.00			\$93,800.00

Federal	\$394,812.00	\$0.00		\$394,812.00
Other State	\$0.00	\$0.00		\$0.00
Local	\$0.00	\$0.00		\$0.00
Other Funds	\$45,200.00	\$0.00		\$45,200.00
Prior Biennia STIF Funds	\$0.00	\$0.00		\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00		\$0.00
Prior Biennia Program Reserve	\$0.00	\$0.00		\$0.00
	\$458,812.00	\$75,000.00	\$0.00	\$0.00
				\$533,812.00

☐ By checking this box, I confirm that this project task is only funded by STIF.

## 6.1.3 Outcome Measures

### Outcome Measures

Please select at least one outcome measure that best reflects the benefit of this task.

#### Outcome Measure 1

#### All Project Types

#### Other Measure

Vehicles Purchased

#### Number of Units:

2

## Task 2

### Task Description

Add readerboards to existing buses to help differentiate which route or service they are supporting.

#### Examples:

- Purchase and installation of up to 12 branded bus stop signs.
- This task provides resources for additional peak service to accommodate increased demand

associated with implementation of the Youth Fare program.

**Limit 250 Characters**

**Category**

- ☐ Communications 44.26.14
- ☒ Equipment Purchase
- ☐ Facility Purchase
- ☐ Mobility Management 11.7L.00
- ☐ Operations 30.09.01 (Operating Assistance)
- ☐ Planning 44.20.00
- ☐ Preventive Maintenance 11.7A.00
- ☐ Program Reserve 11.73.00
- ☐ Project Administration 11.79.00
- ☐ Signs/Shelters Purchase
- ☐ Vehicle Purchase 111-00
- ☐ Capital 117-00 Other Capital Items (Bus)

☒ **By checking this box, I affirm that all projects requesting funds for capital expenses are in compliance with the Capital Asset Requirements outlined in OAR 732-042-0040.**

## Equipment Purchase

### Equipment Information

Description	Quantity	Unit Cost	Total Cost
Digital LED readerboards for existing buses	8	\$4,500.00	\$36,000.00
			<b>\$36,000.00</b>

## 6.1.2 Expenditure Estimates

### Expenditures by Fund Source and Fiscal Year

*Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure. **Do not select more than eight fund sources.***

Fund Type	FY 2024	FY 2025	FY 2026	FY 2027	Total
STIF	\$36,000.00	\$0.00			\$36,000.00
Federal	\$0.00	\$0.00			\$0.00
Other State	\$0.00	\$0.00			\$0.00
Local	\$0.00	\$0.00			\$0.00

Other Funds	\$0.00	\$0.00		\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00		\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00		\$0.00
Prior Biennia Program Reserve	\$0.00	\$0.00		\$0.00
<hr/>				
	\$36,000.00	\$0.00	\$0.00	\$0.00
				\$36,000.00

☒ By checking this box, I confirm that this project task is only funded by STIF.

## 6.1.3 Outcome Measures

### Outcome Measures

Please select at least one outcome measure that best reflects the benefit of this task.

#### Outcome Measure 1

#### All Project Types

#### Other Measure

Services Added

#### Number of Units:

8

### Task 3

#### Task Description

Purchase upgrades to the dispatch/ scheduling software used by The Link that will result in more tools for riders and ease regular activities of staff.

#### Examples:

- Purchase and installation of up to 12 branded bus stop signs.
- This task provides resources for additional peak service to accommodate increased demand associated with implementation of the Youth Fare program.

#### Limit 250 Characters

#### Category

© Communications 44.26.14

- ☐ Equipment Purchase
- ☐ Facility Purchase
- ☐ Mobility Management 11.7L.00
- ☐ Operations 30.09.01 (Operating Assistance)
- ☐ Planning 44.20.00
- ☐ Preventive Maintenance 11.7A.00
- ☐ Program Reserve 11.73.00
- ☐ Project Administration 11.79.00
- ☐ Signs/Shelters Purchase
- ☐ Vehicle Purchase 111-00
- ☐ Capital 117-00 Other Capital Items (Bus)

## Communications Task Category

Task Category Amount

\$103,000.00

### 6.1.2 Expenditure Estimates

#### Expenditures by Fund Source and Fiscal Year

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure. **Do not select more than eight fund sources.**

Fund Type	FY 2024	FY 2025	FY 2026	FY 2027	Total
STIF	\$80,000.00	\$23,000.00			\$103,000.00
Federal	\$0.00	\$0.00			\$0.00
Other State	\$0.00	\$0.00			\$0.00
Local	\$0.00	\$0.00			\$0.00
Other Funds	\$0.00	\$0.00			\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00			\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00			\$0.00



Prior Biennia  
Program  
Reserve

\$0.00

\$0.00

\$0.00

\$80,000.00

\$23,000.00

\$0.00

\$0.00

\$103,000.00

☒ By checking this box, I confirm that this project task is only funded by STIF.

## 6.1.3 Outcome Measures

### Outcome Measures

Please select at least one outcome measure that best reflects the benefit of this task.

#### Outcome Measure 1

##### Communications

Number of impressions (# of times a person receives the information, tracked by advertisers) or other measures that indicate how many people receive information about transit service.

300

Number of new users due to communications (could be determined by asking a question about how the rider learned about this service as part of a regular onboard survey)

30

#### All Project Types

##### Other Measure

Services Added

##### Number of Units:

2 module upgrades

## 6.2 Allocation of STIF funds by project

Please identify what percentage of this STIF project budget is allocated to each of the criteria listed below by fiscal year.

Note: More information about requirements for criterion #7 can be found in [OAR 732-042-0015\(3\)\(j\)](#).  
More information about requirements for criterion #8 can be found in [OAR 732-042-0010\(1\)\(a\)](#).

### STIF Criteria

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a

high percentage of Low-Income Households.

4. Procurement of low or no emission buses for use in areas with 200,000 or more.

5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.

6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.

7. Implementation of programs to provide student transit service for students in grades 9-12.

8. Services for older adults and people with disabilities.

**FY 2024 STIF Total**  
\$134,800.00

**FY 2025 STIF Total**  
\$98,000.00

## Fund Allocation (Must not exceed 100% per criterion per fiscal year)

*If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.*

Criterion	FY 2024	FY 2025	FY 2026	FY 2027
Criterion 1	33.0%	33.0%		
Criterion 2	33.0%	33.0%		
Criterion 3	0.0%	0.0%		
Criterion 4	0.0%	0.0%		
Criterion 5	34.0%	34.0%		
Criterion 6	0.0%	0.0%		
Criterion 7	0.0%	0.0%		
Criterion 8	0.0%	0.0%		
	100.00%	100.00%	0.00%	0.00%

## 6.3 Oregon Public Transportation Plan Goals

*Select at least one goal.*

For more information about these goals, please refer to page eight of the [Oregon Public Transportation Plan](#).

Select the OTP goals that apply to your STIF Plan Projects.

- ☒ Goal 1 Mobility: Public Transportation User Experience
- ☐ Goal 2: Accessibility and Connectivity
- ☐ Goal 3: Community Livability and Economic Vitality
- ☐ Goal 4: Equity
- ☐ Goal 5: Health
- ☒ Goal 6: Safety and Security
- ☒ Goal 7: Environmental Sustainability
- ☐ Goal 8: Land Use
- ☒ Goal 9: Funding and Strategic Investment
- ☐ Goal 10: Communication, Collaboration, and Coordination

## 6.4 Project Summary

### Project Name

Fleet and Technology

### STIF Project Grand Total

\$232,800.00

*Includes FY 21-23 Unspent*

*Funds, Interest Accrued, Program*

*Reserve*

### FY 2024 STIF Project Total

\$134,800.00

*Includes FY 21-23*

*Unspent Funds, Interest*

*Accrued, Program*

*Reserve*

### FY 2025 STIF Project Total

\$98,000.00

*Includes FY 21-23*

*Unspent Funds, Interest*

*Accrued, Program*

*Reserve*

---

## Funds Supporting Student Transportation

**FY 2024 percent of STIF  
Funds supporting  
student transportation**

0%

**FY 2025 percent of  
STIF Funds supporting  
student transportation**

0%

---

## Funds Supporting Older and Disabled Persons Transportation

---

### Funds from Previous Biennia

**FY 2024 STIF Funds**

**FY 2025 STIF Funds**

**From Previous Cycle**  
\$0.00  
*Includes FY 21-23  
Unspent Funds, Interest  
Accrued, Program  
Reserve*

**From Previous Cycle**  
\$0.00  
*Includes FY 21-  
23 Unspent Funds,  
Interest Accrued,  
Program Reserve*

## Project 3

### Qualified Entity or Sub-Recipient Name

Mid-Columbia Economic Development District

### Project Name

Facilities and Bus Shelters

**Limit 50 characters**

### Project Description

Installation of four new shelters and bike racks at existing shelters.

**Limit 1000 Characters**

**Is this project intended for services benefiting seniors and individuals with disabilities (formerly STF)?**

☐ Yes

☒ No

**Do you plan to expend funding in a future STIF  
Plan period?**

☐ Yes

☒ No

## Project budget share to improve, expand or maintain public transportation service

**Improve or Expand Service**

100%

**Maintain Service**

0%

**Local Plan from which this project is derived:**

Wasco County Human Services Coordinated Transportation Plan

**Local Plan page  
number**

83

## Multi-Phase Project

**Is your project part of a larger, multi-phase  
project?**

No

## 6.1.1 Project Scope

### Task 1

### Task Description

Purchase and install four bus shelters/ bike racks. Purchase and install four bike racks for the existing shelters that don't have one.

### Examples:

- Purchase and installation of up to 12 branded bus stop signs.
- This task provides resources for additional peak service to accommodate increased demand associated with implementation of the Youth Fare program.

### Limit 250 Characters

#### Category

- ☐ Communications 44.26.14
- ☐ Equipment Purchase
- ☐ Facility Purchase
- ☐ Mobility Management 11.7L.00
- ☐ Operations 30.09.01 (Operating Assistance)
- ☐ Planning 44.20.00
- ☐ Preventive Maintenance 11.7A.00
- ☐ Program Reserve 11.73.00
- ☐ Project Administration 11.79.00
- ☒ Signs/Shelters Purchase
- ☐ Vehicle Purchase 111-00
- ☐ Capital 117-00 Other Capital Items (Bus)

☒ By checking this box, I affirm that all projects requesting funds for capital expenses are in compliance with the Capital Asset Requirements outlined in OAR 732-042-0040.

## Signs/Shelters Purchase

### Signs/Shelters Information

Description	Quantity	Unit Cost	Total Cost
Bus shelters and installation	4	\$10,000.00	\$40,000.00
Bike racks and installation	8	\$1,000.00	\$8,000.00
			<b>\$48,000.00</b>

## 6.1.2 Expenditure Estimates

### Expenditures by Fund Source and Fiscal Year

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure. **Do not select more than eight fund sources.**

Fund Type	FY 2024	FY 2025	FY 2026	FY 2027	Total
STIF	\$4,000.00	\$20,000.00			\$24,000.00
Federal	\$0.00	\$24,000.00			\$24,000.00
Other State	\$0.00	\$0.00			\$0.00
Local	\$0.00	\$0.00			\$0.00
Other Funds	\$0.00	\$0.00			\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00			\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00			\$0.00
Prior Biennia Program Reserve	\$0.00	\$0.00			\$0.00
	\$4,000.00	\$44,000.00	\$0.00	\$0.00	\$48,000.00

☐ By checking this box, I confirm that this project task is only funded by STIF.

## 6.1.3 Outcome Measures

### Outcome Measures

Please select at least one outcome measure that best reflects the benefit of this task.

#### Outcome Measure 1

#### All Project Types

#### Other Measure

Capital Improvements Completed

#### Number of Units:

4

## 6.2 Allocation of STIF funds by project

Please identify what percentage of this STIF project budget is allocated to each of the criteria listed below by fiscal year.

Note: More information about requirements for criterion #7 can be found in [OAR 732-042-0015\(3\)\(j\)](#).  
More information about requirements for criterion #8 can be found in [OAR 732-042-0010\(1\)\(a\)](#).

**STIF Criteria**

- 1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
- 2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
- 3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
- 4. Procurement of low or no emission buses for use in areas with 200,000 or more.
- 5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity’s service area.
- 6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.
- 7. Implementation of programs to provide student transit service for students in grades 9-12.
- 8. Services for older adults and people with disabilities.

<b>FY 2024 STIF Total</b>	<b>FY 2025 STIF Total</b>
\$4,000.00	\$20,000.00

**Fund Allocation (Must not exceed 100% per criterion per fiscal year)**

*If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.*

Criterion	FY 2024	FY 2025	FY 2026	FY 2027
Criterion 1	0.0%	0.0%		
Criterion 2	100.0%	100.0%		
Criterion 3	0.0%	0.0%		
Criterion 4	0.0%	0.0%		
Criterion 5	0.0%	0.0%		
Criterion 6	0.0%	0.0%		
Criterion 7	0.0%	0.0%		

Criterion 8	0.0%	0.0%
-------------	------	------

100.00%

100.00%

0.00%

0.00%

## 6.3 Oregon Public Transportation Plan Goals

Select at least one goal.

For more information about these goals, please refer to page eight of the [Oregon Public Transportation Plan](#).

Select the OPTP goals that apply to your STIF Plan Projects.

- ☒ Goal 1 Mobility: Public Transportation User Experience
- ☒ Goal 2: Accessibility and Connectivity
- ☒ Goal 3: Community Livability and Economic Vitality
- ☒ Goal 4: Equity
- ☒ Goal 5: Health
- ☒ Goal 6: Safety and Security
- ☐ Goal 7: Environmental Sustainability
- ☐ Goal 8: Land Use
- ☐ Goal 9: Funding and Strategic Investment
- ☐ Goal 10: Communication, Collaboration, and Coordination

## 6.4 Project Summary

### Project Name

Facilities and Bus Shelters

### STIF Project Grand Total

\$24,000.00

*Includes FY 21-23 Unspent  
Funds, Interest Accrued, Program  
Reserve*

### FY 2024 STIF Project Total

\$4,000.00

*Includes FY 21-23  
Unspent Funds, Interest  
Accrued, Program  
Reserve*

### FY 2025 STIF Project Total

\$20,000.00

*Includes FY 21-23  
Unspent Funds, Interest  
Accrued, Program  
Reserve*

## Funds Supporting Student Transportation

**FY 2024 percent of STIF  
Funds supporting  
student transportation**

**FY 2025 percent of  
STIF Funds supporting  
student transportation**



0%

0%

## **Funds Supporting Older and Disabled Persons Transportation**

### **Funds from Previous Biennia**

**FY 2024 STIF Funds  
From Previous Cycle**

\$0.00

*Includes FY 21-23  
Unspent Funds, Interest  
Accrued, Program  
Reserve*

**FY 2025 STIF Funds  
From Previous Cycle**

\$0.00

*Includes FY 21-  
23 Unspent Funds,  
Interest Accrued,  
Program Reserve*

### **Project 4**

**Qualified Entity or Sub-Recipient Name**

Mid-Columbia Economic Development District

**Project Name**

Marketing

**Limit 50 characters**

**Project Description**

This project supports marketing for The Link's services including the multi-provider GOrge Pass, outreach and marketing in Spanish, free fares for low-income riders, and free high school student rides and outreach.

**Limit 1000 Characters**

**Is this project intended for services benefiting seniors and individuals with disabilities (formerly STF)?**

☐ Yes

☒ No

**Do you plan to expend funding in a future STIF  
Plan period?**

☐ Yes

☒ No

### **Project budget share to improve, expand or maintain public transportation service**

**Improve or Expand Service**

100%

**Maintain Service**

0%

Local Plan from which this project is derived:

Wasco County Human Services Coordinated Transportation Plan

Local Plan page  
number

82, 87, 88

## Multi-Phase Project

Is your project part of a larger, multi-phase project?

No

### 6.1.1 Project Scope

#### Task 1

##### Task Description

This task provides resources for additional marketing to expand community outreach, to facilitate community awareness and increase ridership. Marketing materials will highlight The Link services and the GORge Pass, a multi-provider transit pass.

##### Examples:

- Purchase and installation of up to 12 branded bus stop signs.
- This task provides resources for additional peak service to accommodate increased demand associated with implementation of the Youth Fare program.

##### Limit 250 Characters

##### Category

- ☒ Communications 44.26.14
- ☐ Equipment Purchase
- ☐ Facility Purchase
- ☐ Mobility Management 11.7L.00
- ☐ Operations 30.09.01 (Operating Assistance)
- ☐ Planning 44.20.00
- ☐ Preventive Maintenance 11.7A.00
- ☐ Program Reserve 11.73.00
- ☐ Project Administration 11.79.00
- ☐ Signs/Shelters Purchase
- ☐ Vehicle Purchase 111-00
- ☐ Capital 117-00 Other Capital Items (Bus)

#### Communications Task Category

Task Category Amount

\$26,000.00

## 6.1.2 Expenditure Estimates

### Expenditures by Fund Source and Fiscal Year

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure. **Do not select more than eight fund sources.**

Fund Type	FY 2024	FY 2025	FY 2026	FY 2027	Total
STIF	\$13,000.00	\$13,000.00			\$26,000.00
Federal	\$0.00	\$0.00			\$0.00
Other State	\$0.00	\$0.00			\$0.00
Local	\$0.00	\$0.00			\$0.00
Other Funds	\$0.00	\$0.00			\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00			\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00			\$0.00
Prior Biennia Program Reserve	\$0.00	\$0.00			\$0.00
	\$13,000.00	\$13,000.00	\$0.00	\$0.00	\$26,000.00

☒ By checking this box, I confirm that this project task is only funded by STIF.

## 6.1.3 Outcome Measures

### Outcome Measures

Please select at least one outcome measure that best reflects the benefit of this task.

#### Outcome Measure 1

#### Communications

Number of impressions (# of times a person receives the information, tracked by advertisers) or other measures that indicate how many people receive information about transit service.

70,000

**Number of new users due to communications (could be determined by asking a question about how the rider learned about this service as part of a regular onboard survey)**

100

## All Project Types

### Other Measure

Marketing Materials Created

### Number of Units:

2

## Task 2

### Task Description

Provide free dial-a-ride tickets and GOrge Passes to low-income riders through the Gorge Transit Connect program.

### Examples:

- Purchase and installation of up to 12 branded bus stop signs.
- This task provides resources for additional peak service to accommodate increased demand associated with implementation of the Youth Fare program.

### Limit 250 Characters

#### Category

- ☐ Communications 44.26.14
- ☐ Equipment Purchase
- ☐ Facility Purchase
- ☐ Mobility Management 11.7L.00
- ☐ Operations 30.09.01 (Operating Assistance)
- ☐ Planning 44.20.00
- ☐ Preventive Maintenance 11.7A.00
- ☐ Program Reserve 11.73.00
- ☒ Project Administration 11.79.00
- ☐ Signs/Shelters Purchase
- ☐ Vehicle Purchase 111-00
- ☐ Capital 117-00 Other Capital Items (Bus)

## Project Administration Task Category

Task Category Amount

\$27,750.00

## 6.1.2 Expenditure Estimates

### Expenditures by Fund Source and Fiscal Year

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure. **Do not select more than eight fund sources.**

Fund Type	FY 2024	FY 2025	FY 2026	FY 2027	Total
STIF	\$12,750.00	\$15,000.00			\$27,750.00
Federal	\$0.00	\$0.00			\$0.00
Other State	\$0.00	\$0.00			\$0.00
Local	\$0.00	\$0.00			\$0.00
Other Funds	\$0.00	\$0.00			\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00			\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00			\$0.00
Prior Biennia Program Reserve	\$0.00	\$0.00			\$0.00
	\$12,750.00	\$15,000.00	\$0.00	\$0.00	\$27,750.00

☒ By checking this box, I confirm that this project task is only funded by STIF.

## 6.1.3 Outcome Measures

### Outcome Measures

Please select at least one outcome measure that best reflects the benefit of this task.

#### Outcome Measure 1

#### All Project Types

#### Other Measure

Low-Income Fares Provided

**Number of Units:**

450 GOrge Passes, 5000 DAR tickets

**Task 3****Task Description**

Increase outreach to Spanish-speaking populations in Wasco County, including staff outreach, targeted marketing, and cultural training for staff.

**Examples:**

- Purchase and installation of up to 12 branded bus stop signs.
- This task provides resources for additional peak service to accommodate increased demand associated with implementation of the Youth Fare program.

**Limit 250 Characters****Category**

- ☒ Communications 44.26.14
- ☐ Equipment Purchase
- ☐ Facility Purchase
- ☐ Mobility Management 11.7L.00
- ☐ Operations 30.09.01 (Operating Assistance)
- ☐ Planning 44.20.00
- ☐ Preventive Maintenance 11.7A.00
- ☐ Program Reserve 11.73.00
- ☐ Project Administration 11.79.00
- ☐ Signs/Shelters Purchase
- ☐ Vehicle Purchase 111-00
- ☐ Capital 117-00 Other Capital Items (Bus)

**Communications Task Category****Task Category Amount**

\$10,000.00

**6.1.2 Expenditure Estimates****Expenditures by Fund Source and Fiscal Year**

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure. **Do not select more than eight fund sources.**

Fund Type	FY 2024	FY 2025	FY 2026	FY 2027	Total
-----------	---------	---------	---------	---------	-------

STIF	\$5,000.00	\$5,000.00		\$10,000.00
Federal	\$0.00	\$0.00		\$0.00
Other State	\$0.00	\$0.00		\$0.00
Local	\$0.00	\$0.00		\$0.00
Other Funds	\$0.00	\$0.00		\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00		\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00		\$0.00
Prior Biennia Program Reserve	\$0.00	\$0.00		\$0.00

\$5,000.00

\$5,000.00

\$0.00

\$0.00

\$10,000.00

☒ By checking this box, I confirm that this project task is only funded by STIF.

## 6.1.3 Outcome Measures

### Outcome Measures

Please select at least one outcome measure that best reflects the benefit of this task.

#### Outcome Measure 1

#### Communications

Number of impressions (# of times a person receives the information, tracked by advertisers) or other measures that indicate how many people receive information about transit service.

500

Number of new users due to communications (could be determined by asking a question about how the rider learned about this service as part of a regular onboard survey)

20

#### All Project Types

#### Other Measure

Public Outreach Events

Number of Units:

2

## Task 4

### Task Description

Develop and implement a program to support free high school student transport on The Link.

### Examples:

- Purchase and installation of up to 12 branded bus stop signs.
- This task provides resources for additional peak service to accommodate increased demand associated with implementation of the Youth Fare program.

### Limit 250 Characters

#### Category

- ☐ Communications 44.26.14
- ☐ Equipment Purchase
- ☐ Facility Purchase
- ☐ Mobility Management 11.7L.00
- ☐ Operations 30.09.01 (Operating Assistance)
- ☐ Planning 44.20.00
- ☐ Preventive Maintenance 11.7A.00
- ☐ Program Reserve 11.73.00
- ☒ Project Administration 11.79.00
- ☐ Signs/Shelters Purchase
- ☐ Vehicle Purchase 111-00
- ☐ Capital 117-00 Other Capital Items (Bus)

## Project Administration Task Category

Task Category Amount

\$19,400.00

## 6.1.2 Expenditure Estimates

### Expenditures by Fund Source and Fiscal Year

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure. **Do not select more than eight fund sources.**

Fund Type	FY 2024	FY 2025	FY 2026	FY 2027	Total
-----------	---------	---------	---------	---------	-------



STIF	\$8,400.00	\$11,000.00		\$19,400.00
Federal	\$0.00	\$0.00		\$0.00
Other State	\$0.00	\$0.00		\$0.00
Local	\$0.00	\$0.00		\$0.00
Other Funds	\$0.00	\$0.00		\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00		\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00		\$0.00
Prior Biennia Program Reserve	\$0.00	\$0.00		\$0.00
<hr/>				
	\$8,400.00	\$11,000.00	\$0.00	\$0.00
				\$19,400.00

☒ By checking this box, I confirm that this project task is only funded by STIF.

### 6.1.3 Outcome Measures

#### Choose at least one

##### Operations

- ☒ Number of students in grades 9-12 with free or reduced fare transit pass
- ☐ Number of students in grades 9-12 attending a school served by transit
- ☐ Number of rides provided to students in grades 9-12
- ☐ Other

**Number of students in grades 9-12 with free or reduced fare transit pass**

300

### Outcome Measures

*Please select at least one outcome measure that best reflects the benefit of this task.*

### 6.2 Allocation of STIF funds by project

Please identify what percentage of this STIF project budget is allocated to each of the criteria listed below by fiscal year.

Note: More information about requirements for criterion #7 can be found in [OAR 732-042-0015\(3\)\(j\)](#).  
More information about requirements for criterion #8 can be found in [OAR 732-042-0010\(1\)\(a\)](#).

**STIF Criteria**

- 1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
- 2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
- 3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
- 4. Procurement of low or no emission buses for use in areas with 200,000 or more.
- 5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity’s service area.
- 6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.
- 7. Implementation of programs to provide student transit service for students in grades 9-12.
- 8. Services for older adults and people with disabilities.

**FY 2024 STIF Total**  
\$39,150.00

**FY 2025 STIF Total**  
\$44,000.00

**Fund Allocation (Must not exceed 100% per criterion per fiscal year)**

*If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.*

Criterion	FY 2024	FY 2025	FY 2026	FY 2027
Criterion 1	0.0%	0.0%		
Criterion 2	0.0%	0.0%		
Criterion 3	48.0%	45.0%		
Criterion 4	0.0%	0.0%		
Criterion 5	15.0%	15.0%		
Criterion 6	15.0%	15.0%		
Criterion 7	22.0%	25.0%		

Criterion 8	0.0%	0.0%
	100.00%	100.00%
		0.00%
		0.00%

### 6.3 Oregon Public Transportation Plan Goals

Select at least one goal.

For more information about these goals, please refer to page eight of the [Oregon Public Transportation Plan](#).

Select the OPTP goals that apply to your STIF Plan Projects.

- ☒ Goal 1 Mobility: Public Transportation User Experience
- ☒ Goal 2: Accessibility and Connectivity
- ☒ Goal 3: Community Livability and Economic Vitality
- ☒ Goal 4: Equity
- ☐ Goal 5: Health
- ☐ Goal 6: Safety and Security
- ☐ Goal 7: Environmental Sustainability
- ☐ Goal 8: Land Use
- ☐ Goal 9: Funding and Strategic Investment
- ☒ Goal 10: Communication, Collaboration, and Coordination

### 6.4 Project Summary

**Project Name**

Marketing

**STIF Project Grand Total**

\$83,150.00

*Includes FY 21-23 Unspent*

*Funds, Interest Accrued, Program*

*Reserve*

**FY 2024 STIF Project  
Total**

\$39,150.00

*Includes FY 21-23*

*Unspent Funds, Interest*

*Accrued, Program*

*Reserve*

**FY 2025 STIF Project  
Total**

\$44,000.00

*Includes FY 21-23*

*Unspent Funds, Interest*

*Accrued, Program*

*Reserve*

### Funds Supporting Student Transportation

**FY 2024 percent of STIF  
Funds supporting  
student transportation**

**FY 2025 percent of  
STIF Funds supporting  
student transportation**

22%

25%

**Funds Supporting Older and Disabled Persons Transportation**

**Funds from Previous Biennia**

**FY 2024 STIF Funds  
From Previous Cycle**

\$0.00

*Includes FY 21-23  
Unspent Funds, Interest  
Accrued, Program  
Reserve*

**FY 2025 STIF Funds  
From Previous Cycle**

\$0.00

*Includes FY 21-  
23 Unspent Funds,  
Interest Accrued,  
Program Reserve*

**Project 5**

**Qualified Entity or Sub-Recipient Name**

Mid-Columbia Economic Development District

**Project Name**

Planning and Mobility Management

**Limit 50 characters**

**Project Description**

Outreach and travel training in Wasco County to encourage familiarity and ridership on transit, especially to low-income populations and minority communities.

**Limit 1000 Characters**

**Is this project intended for services benefiting seniors and individuals with disabilities (formerly STF)?**

☐ Yes

☒ No

**Do you plan to expend funding in a future STIF  
Plan period?**

☐ Yes

☒ No

**Project budget share to improve, expand or maintain public  
transportation service**

**Improve or Expand Service**

0%

**Maintain Service**

100%

**If project is maintaining an existing service, describe rationale.**

Maintains the expanded level of outreach and travel training that were established under prior STIF plans and which the community has come to rely on.

**Limit 500 Characters**

**Local Plan from which this project is derived:**

Wasco County Human Services Coordinated Transportation Plan

**Local Plan page number**

82, 83, 87, 88, 89

## Multi-Phase Project

**Is your project part of a larger, multi-phase project?**

No

## 6.1.1 Project Scope

### Task 1

**Task Description**

Staff support to update the coordinated plan, set up vanpools, outreach to disadvantaged populations, exploring other services to improve transit for disadvantaged populations, travel training and transit promotion at public events.

**Examples:**

- Purchase and installation of up to 12 branded bus stop signs.
- This task provides resources for additional peak service to accommodate increased demand associated with implementation of the Youth Fare program.

**Limit 250 Characters**

**Category**

- ☐ Communications 44.26.14
- ☐ Equipment Purchase
- ☐ Facility Purchase
- ☒ Mobility Management 11.7L.00
- ☐ Operations 30.09.01 (Operating Assistance)
- ☐ Planning 44.20.00
- ☐ Preventive Maintenance 11.7A.00
- ☐ Program Reserve 11.73.00
- ☐ Project Administration 11.79.00
- ☐ Signs/Shelters Purchase
- ☐ Vehicle Purchase 111-00
- ☐ Capital 117-00 Other Capital Items (Bus)

## Mobility Management Task Category

### Task Category Amount

\$122,015.00

## 6.1.2 Expenditure Estimates

### Expenditures by Fund Source and Fiscal Year

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure. **Do not select more than eight fund sources.**

Fund Type	FY 2024	FY 2025	FY 2026	FY 2027	Total
STIF	\$59,800.00	\$62,215.00			\$122,015.00
Federal	\$0.00	\$0.00			\$0.00
Other State	\$0.00	\$0.00			\$0.00
Local	\$0.00	\$0.00			\$0.00
Other Funds	\$0.00	\$0.00			\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00			\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00			\$0.00
Prior Biennia Program Reserve	\$0.00	\$0.00			\$0.00
	\$59,800.00	\$62,215.00	\$0.00	\$0.00	\$122,015.00

☒ By checking this box, I confirm that this project task is only funded by STIF.

## 6.1.3 Outcome Measures

### Outcome Measures

Please select at least one outcome measure that best reflects the benefit of this task.

#### Outcome Measure 1

## Mobility Management

Number of individuals that received transit training

300

Number of individuals that are served by a coordinated demand response call center

0

## All Project Types

Other Measure

Public Outreach Events

Number of Units:

20

## 6.2 Allocation of STIF funds by project

Please identify what percentage of this STIF project budget is allocated to each of the criteria listed below by fiscal year.

Note: More information about requirements for criterion #7 can be found in [OAR 732-042-0015\(3\)\(j\)](#).

More information about requirements for criterion #8 can be found in [OAR 732-042-0010\(1\)\(a\)](#).

### STIF Criteria

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.
6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.
7. Implementation of programs to provide student transit service for students in grades 9-12.
8. Services for older adults and people with disabilities.

**FY 2024 STIF Total**

\$59,800.00

**FY 2025 STIF Total**

\$62,215.00

## Fund Allocation (Must not exceed 100% per criterion per fiscal year)

If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.

Criterion	FY 2024	FY 2025	FY 2026	FY 2027
Criterion 1	25.0%	25.0%		
Criterion 2	25.0%	25.0%		
Criterion 3	0.0%	0.0%		
Criterion 4	0.0%	0.0%		
Criterion 5	25.0%	25.0%		
Criterion 6	25.0%	25.0%		
Criterion 7	0.0%	0.0%		
Criterion 8	0.0%	0.0%		
	100.00%	100.00%	0.00%	0.00%

## 6.3 Oregon Public Transportation Plan Goals

Select at least one goal.

For more information about these goals, please refer to page eight of the [Oregon Public Transportation Plan](#).

Select the OPTP goals that apply to your STIF Plan Projects.

- ☒ Goal 1 Mobility: Public Transportation User Experience
- ☐ Goal 2: Accessibility and Connectivity
- ☒ Goal 3: Community Livability and Economic Vitality
- ☒ Goal 4: Equity
- ☐ Goal 5: Health
- ☐ Goal 6: Safety and Security
- ☒ Goal 7: Environmental Sustainability
- ☐ Goal 8: Land Use
- ☒ Goal 9: Funding and Strategic Investment
- ☒ Goal 10: Communication, Collaboration, and Coordination

## 6.4 Project Summary



**Project Name**  
Planning and Mobility Management

**STIF Project Grand Total**  
\$122,015.00  
*Includes FY 21-23 Unspent  
Funds, Interest Accrued, Program  
Reserve*

<b>FY 2024 STIF Project Total</b> \$59,800.00 <i>Includes FY 21-23 Unspent Funds, Interest Accrued, Program Reserve</i>	<b>FY 2025 STIF Project Total</b> \$62,215.00 <i>Includes FY 21-23 Unspent Funds, Interest Accrued, Program Reserve</i>
-----------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------

**Funds Supporting Student Transportation**

<b>FY 2024 percent of STIF Funds supporting student transportation</b> 0%	<b>FY 2025 percent of STIF Funds supporting student transportation</b> 0%
--------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------

**Funds Supporting Older and Disabled Persons Transportation**

**Funds from Previous Biennia**

<b>FY 2024 STIF Funds From Previous Cycle</b> \$0.00 <i>Includes FY 21-23 Unspent Funds, Interest Accrued, Program Reserve</i>	<b>FY 2025 STIF Funds From Previous Cycle</b> \$0.00 <i>Includes FY 21- 23 Unspent Funds, Interest Accrued, Program Reserve</i>
------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------

**Project 6**

**Qualified Entity or Sub-Recipient Name**

Mid-Columbia Economic Development District

**Project Name**

Administrative Support

**Limit 50 characters**

**Project Description**

Administrative support for MCEDD-LINK operations to successfully administer the complex STIF Plan. This includes financial tracking and reporting, outcome measure tracking and reporting, development and implementation of STIF projects. This also supports indirect and overhead costs and development of a Grant Reserve Fund.

**Limit 1000 Characters**

**Is this project intended for services benefiting seniors and individuals with disabilities (formerly STF)?**

☐ Yes

☒ No

**Do you plan to expend funding in a future STIF Plan period?**

☐ Yes

☒ No

## Project budget share to improve, expand or maintain public transportation service

**Improve or Expand Service**

50%

**Maintain Service**

50%

**If project is maintaining an existing service, describe rationale.**

Considering that the overall STIF plan is roughly 50% supporting maintenance of existing, essential services, it is assumed that administrative support would be categorized that way.

**Limit 500 Characters**

**Local Plan from which this project is derived:**

Wasco County Human Services Coordinated Transportation Plan

**Local Plan page number**

80-89

## Multi-Phase Project

**Is your project part of a larger, multi-phase project?**

No

### 6.1.1 Project Scope

#### Task 1

##### Task Description

This task provides Administrative Support resources to accommodate the successful administration of the STIF Plan.

##### Examples:

- Purchase and installation of up to 12 branded bus stop signs.

- This task provides resources for additional peak service to accommodate increased demand associated with implementation of the Youth Fare program.

**Limit 250 Characters**

**Category**

- ☐ Communications 44.26.14
- ☐ Equipment Purchase
- ☐ Facility Purchase
- ☐ Mobility Management 11.7L.00
- ☐ Operations 30.09.01 (Operating Assistance)
- ☐ Planning 44.20.00
- ☐ Preventive Maintenance 11.7A.00
- ☐ Program Reserve 11.73.00
- ☒ Project Administration 11.79.00
- ☐ Signs/Shelters Purchase
- ☐ Vehicle Purchase 111-00
- ☐ Capital 117-00 Other Capital Items (Bus)

**Project Administration Task Category**

**Task Category Amount**

\$91,500.00

**6.1.2 Expenditure Estimates**

**Expenditures by Fund Source and Fiscal Year**

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure. **Do not select more than eight fund sources.**

Fund Type	FY 2024	FY 2025	FY 2026	FY 2027	Total
STIF	\$45,000.00	\$46,500.00			\$91,500.00
Federal	\$0.00	\$0.00			\$0.00
Other State	\$0.00	\$0.00			\$0.00
Local	\$0.00	\$0.00			\$0.00
Other Funds	\$0.00	\$0.00			\$0.00

Prior Biennia STIF Funds	\$0.00	\$0.00	\$0.00
-----------------------------	--------	--------	--------

Prior Biennia Interest Accrued	\$0.00	\$0.00	\$0.00
--------------------------------------	--------	--------	--------

Prior Biennia Program Reserve	\$0.00	\$0.00	\$0.00
-------------------------------------	--------	--------	--------

\$45,000.00	\$46,500.00	\$0.00	\$0.00	\$91,500.00
-------------	-------------	--------	--------	-------------

☒ By checking this box, I confirm that this project task is only funded by STIF.

## 6.1.3 Outcome Measures

### Outcome Measures

Please select at least one outcome measure that best reflects the benefit of this task.

#### Outcome Measure 1

#### All Project Types

#### Other Measure

Plans Created

#### Number of Units:

1

## Task 2

### Task Description

Creation of a Grant Reserve Fund with any remaining STIF funds to cover matching funds for projects unanticipated at time of plan adoption.

### Examples:

- Purchase and installation of up to 12 branded bus stop signs.
- This task provides resources for additional peak service to accommodate increased demand associated with implementation of the Youth Fare program.

### Limit 250 Characters

#### Category

☐ Communications 44.26.14

☐ Equipment Purchase

☐ Facility Purchase

- ☐ Mobility Management 11.7L.00
- ☐ Operations 30.09.01 (Operating Assistance)
- ☐ Planning 44.20.00
- ☐ Preventive Maintenance 11.7A.00
- ☐ Program Reserve 11.73.00
- ☒ Project Administration 11.79.00
- ☐ Signs/Shelters Purchase
- ☐ Vehicle Purchase 111-00
- ☐ Capital 117-00 Other Capital Items (Bus)

## Project Administration Task Category

Task Category Amount

\$75,000.00

### 6.1.2 Expenditure Estimates

#### Expenditures by Fund Source and Fiscal Year

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure. **Do not select more than eight fund sources.**

Fund Type	FY 2024	FY 2025	FY 2026	FY 2027	Total
STIF	\$10,000.00	\$0.00			\$10,000.00
Federal	\$0.00	\$0.00			\$0.00
Other State	\$0.00	\$0.00			\$0.00
Local	\$0.00	\$0.00			\$0.00
Other Funds	\$0.00	\$0.00			\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00			\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00			\$0.00

Prior Biennia  
Program  
Reserve

\$0.00

\$0.00

\$0.00

\$10,000.00

\$0.00

\$0.00

\$0.00

\$10,000.00

☒ By checking this box, I confirm that this project task is only funded by STIF.

## 6.1.3 Outcome Measures

### Outcome Measures

Please select at least one outcome measure that best reflects the benefit of this task.

#### Outcome Measure 1

##### All Project Types

##### Other Measure

Reserve Funds Created

##### Number of Units:

1

## 6.2 Allocation of STIF funds by project

Please identify what percentage of this STIF project budget is allocated to each of the criteria listed below by fiscal year.

Note: More information about requirements for criterion #7 can be found in [OAR 732-042-0015\(3\)\(j\)](#).

More information about requirements for criterion #8 can be found in [OAR 732-042-0010\(1\)\(a\)](#).

### STIF Criteria

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.
6. Coordination between Public Transportation Service Providers to reduce fragmentation in the provision of transportation services.

7. Implementation of programs to provide student transit service for students in grades 9-12.

8. Services for older adults and people with disabilities.

**FY 2024 STIF Total**  
\$55,000.00

**FY 2025 STIF Total**  
\$46,500.00

**Fund Allocation (Must not exceed 100% per criterion per fiscal year)**

*If some criteria don't apply, fill in with zeros. Do not add or remove additional criterion.*

Criterion	FY 2024	FY 2025	FY 2026	FY 2027
Criterion 1	20.0%	20.0%		
Criterion 2	20.0%	20.0%		
Criterion 3	0.0%	0.0%		
Criterion 4	0.0%	0.0%		
Criterion 5	20.0%	20.0%		
Criterion 6	20.0%	20.0%		
Criterion 7	0.0%	0.0%		
Criterion 8	20.0%	20.0%		
	100.00%	100.00%	0.00%	0.00%

**6.3 Oregon Public Transportation Plan Goals**

*Select at least one goal.*

For more information about these goals, please refer to page eight of the [Oregon Public Transportation Plan](#).

**Select the OPTP goals that apply to your STIF Plan Projects.**

- ☐ Goal 1 Mobility: Public Transportation User Experience
- ☐ Goal 2: Accessibility and Connectivity
- ☒ Goal 3: Community Livability and Economic Vitality
- ☐ Goal 4: Equity
- ☐ Goal 5: Health
- ☐ Goal 6: Safety and Security
- ☐ Goal 7: Environmental Sustainability

- ☐ Goal 8: Land Use
- ☒ Goal 9: Funding and Strategic Investment
- ☒ Goal 10: Communication, Collaboration, and Coordination

## 6.4 Project Summary

### Project Name

Administrative Support

### STIF Project Grand Total

\$101,500.00

*Includes FY 21-23 Unspent  
Funds, Interest Accrued, Program  
Reserve*

### FY 2024 STIF Project

#### Total

\$55,000.00

*Includes FY 21-23  
Unspent Funds, Interest  
Accrued, Program  
Reserve*

### FY 2025 STIF Project

#### Total

\$46,500.00

*Includes FY 21-23  
Unspent Funds, Interest  
Accrued, Program  
Reserve*

---

## Funds Supporting Student Transportation

**FY 2024 percent of STIF  
Funds supporting  
student transportation**  
0%

**FY 2025 percent of  
STIF Funds supporting  
student transportation**  
0%

---

## Funds Supporting Older and Disabled Persons Transportation

---

### Funds from Previous Biennia

### FY 2024 STIF Funds From Previous Cycle

\$0.00

*Includes FY 21-23  
Unspent Funds, Interest  
Accrued, Program  
Reserve*

### FY 2025 STIF Funds From Previous Cycle

\$0.00

*Includes FY 21-  
23 Unspent Funds,  
Interest Accrued,  
Program Reserve*

## 7. STIF Plan Summary

### STIF Plan Grand Total

\$1,933,336.00

**Amount Carried  
Forward**



*Includes FY 21-23  
Unspent Funds, Interest  
Accrued, Program  
Reserve*

\$0.00

**STIF Revenue Totals for Plan Period**

\$1,723,216.00

**Does not include FY 21-23 Unspent Funds, Interest Accrued, Program Reserve**

**FY 2024 Total STIF  
Funds From Previous  
Cycle**

\$210,120.00

*Includes FY 21-23  
Unspent Funds, Interest  
Accrued, Program  
Reserve*

**FY 2025 Total STIF  
From Previous Cycle**

\$0.00

*Includes FY 21-23  
Unspent Funds, Interest  
Accrued, Program  
Reserve*

**FY 2024 Total STIF  
Funds**

\$835,902.00

**FY 2025 Total STIF  
Funds**

\$1,097,434.00

**FY 2024 Student STIF  
Funds**

\$8,613.00

**FY 2025 Student STIF  
Funds**

\$11,000.00

**FY 2024 Percent of STIF  
Funds supporting  
student transportation**  
1.03%

**FY 2025 Percent of  
STIF Funds supporting  
student transportation**  
1.00%

**FY 2024 Older and  
Disabled Persons STIF  
Funds**

\$271,712.96

**FY 2025 Older and  
Disabled Persons STIF  
Funds**

\$406,125.12

**Effective Date**

This STIF Plan shall become effective as of the date it is approved by the Oregon Transportation Commission and it shall terminate as of the end date specified in Section 5 of the approved STIF Plan.

**Signature**

This STIF Plan serves as a legally binding agreement between the Qualified Entity and the State of Oregon, acting by and through its Department of Transportation.

Download the signature page here:

[\*\*STIF Plan Signature Page\*\*](#)

**Upload signature page here.**

STIFPlanSignaturePage County-Signed.pdf

*Limit 100 MB*



## MOTION

**SUBJECT: Transportation Agreements**

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**ODOT AGREEMENT 35505:** I move to approve ODOT 5310 Grant Agreement #35505 for the provision of transportation to seniors, individuals with disabilities and the general public.

**MCEDD IGA AMENDMENT:** I move to approve Amendment 1 to the IGA between Mid-Columbia Economic Development District and Wasco County for public transportation under FTA 5310.

**MCEDD STIF IGA:** I move to approve the IGA between Mid-Columbia Economic Development District and Wasco County to support the administration of fiscal years 2023-2025 Wasco County Statewide Transportation Improvement Fund Formula Plan.



## MCEDD ITEM

### Annual IGA

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[STAFF MEMO](#)

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[MCEDD/WASCO COUNTY ANNUAL IGA](#)

---

[MOTION LANGUAGE](#)

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## MEMORANDUM

**SUBJECT: 23/24 MCEDD IGA**

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**TO: BOARD OF COUNTY COMMISSIONERS**

---

**FROM: KATHY CLARK**

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**DATE: JUNE 12, 2023**

### **BACKGROUND INFORMATION:**

This IGA is an annual renewal for services and support. The IGA was drafted by MCEDD based on this year's budget meeting. Highlighted areas indicate changes from last year's IGA.



## **Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District**

This Intergovernmental Agreement is made and entered into this 21<sup>st</sup> day of June, 2023, by and between Wasco County and Mid-Columbia Economic Development District (hereinafter referred to as MCEDD).

### **PURPOSE**

MCEDD, working under the direction of the Wasco County Board of Commissioners and the Wasco County Economic Development Commission, will provide leadership and staff support for economic development activities in Wasco County, as outlined in MCEDD's Scope of Work listed below,

MCEDD, as directed by the Wasco County Board of Commissioners, will be responsible to the Wasco County Economic Development Commission (WCEDC) for the following areas:

1. MCEDD will work closely with the Chair of the WCEDC to prepare an annual calendar of meetings as well as the agendas for each meeting, take minutes at the meetings, and make the arrangements for all scheduled meetings of the WCEDC; and
2. MCEDD will communicate with WCEDC members, County Commissioners and other entities in Wasco County; and
3. MCEDD will work with employees of Wasco County to maintain a website that shows the calendar of events as it pertains to the WCEDC; and
4. MCEDD will assign staff to support the WCEDC; and
5. MCEDD will work closely with the WCEDC to complete regular updates to the Wasco County Economic Development Strategic Action Plan to ensure the accuracy of information presented in the plan; and
6. MCEDD will work closely with the members of the WCEDC to determine a long-term scope of work for the MCEDD staff assigned to work with the WCEDC, and for the WCEDC; and
7. MCEDD will work closely with the WCEDC to gather, review and prioritize Wasco County economic development projects; and
8. MCEDD staff will be available to provide economic development assistance in Wasco County by providing assistance in grant writing, project development, and the acquisition of resources from supporting organizations; and
9. MCEDD will work closely with the members of the WCEDC to develop and implement WCEDC committee work plans focused on moving priority projects forward and building community capacity for economic development and project implementation;

10. MCEDD will serve as point of contact for Wasco County for all economic development information requests and make referrals as needed to community partners; and
11. The Executive Director, or a designee at MCEDD, will be available to report quarterly to the Wasco County Board of Commissioners on the activities of the Wasco County Economic Development Commission or as requested by the Wasco County Board of Commissioners; and

**PERSONNEL:**

Jessica Metta shall be designated as MCEDD's Primary Contact Person for the purposes of this Agreement. This Project Administrator shall be responsible for management of MCEDD's day to day administrative activities under this Agreement, and for apprising and updating the Wasco County Board of Commissioners and the Wasco County Economic Development Commission.

**WASCO COUNTY'S RESPONSIBILITIES:**

Wasco County will be responsible for being the Fiscal Agent for all grants received by Wasco County. In consideration for services rendered under this agreement, Wasco County will provide MCEDD Fifty Five Thousand Dollars (\$55,000) during Fiscal Year 2023 payable on September 30, 2023. An additional Twenty Five Thousand Dollars (\$25,000) will be provided to MCEDD on March 31, 2024 for additional project support focused on broadband grants as they arise and coordination of the Wasco County Broadband Action Team as well as grant writing support for projects related to the EDC's focus area around economic development assistance. This Agreement may be terminated within thirty (30) days in writing if funding is no longer available. This Agreement shall remain in effect until June 30, 2024.

APPROVED this 21<sup>st</sup> Day of June, 2023.

**MID-COLUMBIA ECONOMIC  
DEVELOPMENT DISTRICT**

**WASCO COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Jessica Metta, Executive Director

\_\_\_\_\_  
Steven D. Kramer, Commission Chair

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Scott C. Hege, Vice-Chair

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

\_\_\_\_\_  
Philip L. Brady, County Commissioner



## **MOTION**

**SUBJECT:** Annual MCEDD IGA

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I move to approve the 2023/24 Intergovernmental Agreement between Wasco County and Mid-Columbia Economic Development District.



## AGENDA ITEM

### Annual Insurance Report

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[RENEWAL LETTER](#)

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[PROPERTY AND LIABILITY PROPOSAL](#)

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[SAIF PROPOSAL](#)

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June 8, 2023

Wasco County  
511 Washington Street  
The Dalles OR 97058

Dear Wasco County Commissioners,

I am pleased to present to you, the 2023 CIS Insurance Package and SAIF Workers Compensation insurance proposal.

2023-2024 CIS Package proposal premium trended upward this year with property values trending upward as well. An increase in liability premium is due to a pool projected premium increase and heightened claims experience within the rating timeframe. The CIS package proposal includes;

Public Entity Liability, Automobile, and Crime insurance. This year the public entity liability coverage amount is \$10,000,000 per occurrence and a \$30,000,000 annual aggregate, subject to a maximum aggregate deductible of \$151,095. The aggregate retro deductible credit is \$75,547. Net cost of the public entity liability is \$226,642. minimum or \$377,736 maximum. The 75/125 aggregate deductible program has saved Wasco County \$124,568 in the past ten years of participating in this program. The proposal also indicates a \$1,000.00 high risk charge, for the demolition derby held at the county fair.

Automobile coverage provides a liability limit of \$10,000,000 per accident on 152 vehicles including trailers. Also included is uninsured/ underinsured motorist and limited medical. We continue to recommend self-insuring physical damage to the vehicles.

The total cost of the public entity liability and auto liability is \$302,189.18 plus any charges subject to the aggregate public liability deductible.

Property owned by Wasco County is scheduled with a total of \$69,117,508.00 which includes any changes resulting from the 2021 appraisals performed on Wasco County owned properties. The property deductible is \$5,000, except for the limited earthquake and flood which is assessed a \$25,000.00 deductible for properties not located in special flood hazard areas (to my knowledge we don't have anything in a special flood zone). Property coverage also includes equipment breakdown (formally referred to as Boiler & Machinery) which is subject to a \$5,000 deductible.



The total property contribution including a multi-line credit is \$130,766.11. Columbia Basin Nursing Home will be billed for the property insurance covering their respective buildings. Wasco County has historically self-insured all equipment. With the purchase of two quite large pieces of equipment it was discussed and agreed upon to include these pieces into the property package.

Excess Crime coverage has a limit of \$250,000 at a cost of \$960.00 the \$5,000 deductible applies to this coverage.

The total cost of the CIS package this year is \$351,569.02 subject to any minor adjustments for changes submitted following the receipt of the proposal and deductible obligations.

2023-2024 Workers compensation proposal trended downward this year in comparison to last year, this is due to a reduction in claims and claims cost in the past 3 years. The 2023 renewal modification factor is .98, this is lower than the standard of 1.0. This is significantly lower than last year's modification factor of 1.24. This much improved modification factor contributes to an annual premium of \$119,444.65. We recommend continuing with the annual pre-pay option that SAIF provides. The discount for pre-pay is \$3,972.14.

In our opinion, these proposals are reflective of the advantageous agent to administration relationship, it would be our recommendation to continue the relationship with Agent of Record Breanna Wimber- The Stratton Agency along with CIS as your package provider, risk manager, claims administration and SAIF as your workers compensation provider.

I am honored to represent Wasco County as Agent of Record. I enjoy working with your staff and I hope you will not hesitate to reach out with any questions. We feel that our insurance relationship with Wasco County exemplifies the positive culture, pre loss practices, and general contract review practices that are present throughout your departments.

Sincerely Yours,

Breanna Wimber  
Agent of Record

## Property and/or Liability Proposal Summary



citycounty insurance services  
cisoregon.org

**Named Member**

Wasco County  
511 Washington St. Room 101  
The Dalles, OR 97058

**Agent of Record**

ISU Insurance Services-The Stratton Agency  
318 West 2nd St.  
The Dalles, OR 97058

**Proposal Date:**

5/8/2023

**Member Number:**

20032

**Effective Date:**

7/1/2023

**Termination Date:**

7/1/2024

***This is not an invoice. Information Only.***

Coverage	Description	Amount	Total
General Liability (Retro Plan)	Contribution Limit: \$10,000,000	\$242,781.13	
	Aggregate/Retro Deductible Credit	(\$75,547.00)	
	Multi-Line Credit	(\$5,047.02)	
	Other GL Risk Exposure	\$1,000.00	
			<b>\$163,187.10</b>
Auto Liability	Contribution	\$58,408.05	
	Multi-Line Credit	(\$1,752.24)	
			<b>\$56,655.80</b>
Auto Physical Damage	Not Purchased		<b>\$0.00</b>
Property	Contribution	\$134,810.42	
	Multi-Line Credit	(\$4,044.31)	
			<b>\$130,766.11</b>
Optional Excess Liability	Not Purchased		<b>\$0.00</b>
Optional Excess Quake	Not Purchased		<b>\$0.00</b>
Optional Excess Flood	Not Purchased		<b>\$0.00</b>
Optional Excess Crime	Contribution	\$960.00	
			<b>\$960.00</b>
Optional Cyber Security	Not Purchased		<b>\$0.00</b>
Optional Excess Cyber Security	Not Purchased		<b>\$0.00</b>
Difference in Conditions	Not Purchased		<b>\$0.00</b>
<b>Summary</b>			
	Contribution	\$436,959.60	
	Aggregate/Retro Deductible Credit	(\$75,547.00)	
	Multi-Line Credit	(\$10,843.57)	
	Other GL Risk Exposure	\$1,000.00	

***This is not an invoice. Information Only.***

**\$351,569.02**

# CIS Public Entity Liability Coverage Proposal



citycounty insurance services  
cisoregon.org

Proposal Date: 5/8/2023

Coverage Period: 7/1/2023 to 7/1/2024

**Named Member**

Wasco County  
511 Washington St. Room 101  
The Dalles, OR 97058

**Agent of Record**

ISU Insurance Services-The Stratton Agency  
318 West 2nd St.  
The Dalles, OR 97058

**This Proposal Does Not Bind Coverage**

Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage*	Per Occurrence	Annual Aggregate	Per Occurrence Deductible / SIR*	Agg/Retro Deductible
Public Entity Liability Coverage (Including Auto Liability) as described in CIS General & Auto Liability Coverage Agreement	\$200,000	\$600,000	NONE	\$151,095

Forms Applicable: CIS General & Auto Liability Coverage Agreement - CIS GL/AL (7/1/2023)

Coverage*	Per Occurrence	Annual Aggregate		
Excess Public Entity Liability Coverage as described in the CIS Excess Liability Coverage Agreement (limits shown are excess of primary coverage limits)	\$9,800,000	\$29,400,000		

Forms Applicable: CIS Excess Liability Coverage Agreement - CIS XS/GL (7/1/2023)

Coverage*	Per Occurrence	Annual Aggregate		
Additional layer of Excess Liability (General and Auto Liability)	Not Purchased	Not Purchased		

\*Refer to the CIS General & Auto Liability Coverage Agreement and CIS Excess Liability Coverage Agreement and endorsements (if any) for detailed coverages, special deductibles, limits, sublimits, exclusions, and conditions that may apply.

Excess Liability Coverage does not provide Uninsured Motorist coverage.

Coverage	Contribution
General Liability	\$243,781.13
Auto Liability	\$58,408.05
Excess Liability	\$0.00
<b>Liability Total</b>	<b>\$302,189.17</b>

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: \_\_\_\_\_  
Authorized Representative / Agent

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

# Property Coverage Proposal



citycounty insurance services  
cisoregon.org

Proposal Date: 5/8/2023

Coverage Period: 7/1/2023 to 7/1/2024

**Named Member**

Wasco County  
511 Washington St. Room 101  
The Dalles, OR 97058

**Agent of Record**

ISU Insurance Services-The Stratton Agency  
318 West 2nd St.  
The Dalles, OR 97058

**This Proposal Does Not Bind Coverage**  
Refer to Coverage Forms for terms, conditions, and limitations of coverage

**Coverage Limits (Per Occurrence):\***

Building and Contents and PIO	Per current CIS Property Schedule
Mobile Equipment	Per current CIS Mobile Equipment Schedule
Earthquake	\$5,000,000
Excess Earthquake - Coverage applies only if coverage limit is shown.	None
Flood	\$5,000,000
Excess Flood - Coverage applies only if coverage limit is shown.	None
Combined Loss of Revenue and Rental Value	\$1,000,000
Combined Extra Expense and Rental Expense	\$1,000,000
Property in Transit	\$1,000,000
Hired, Rented or Borrowed Equipment	\$150,000
Restoration/Reproduction of Books, Records, etc.	\$100,000
Electronic Data Restoration/Reproduction	\$250,000
Pollution Cleanup	\$25,000
Crime Coverage	\$50,000
Police Dogs (if scheduled)	\$15,000
Off Premises Service Interruption	\$100,000
Miscellaneous Coverage	\$50,000
Personal Property at Unscheduled Locations	\$15,000
Personal Property of Employees or Volunteers	\$15,000
Unscheduled Fine Arts	\$100,000
Temporary Emergency Shelter Restoration	\$50,000
<b>Difference In Conditions - Earthquake &amp; Flood (if any):</b>	\$0
<b>Extra Items (if any):</b>	

\*This represents only a brief summary of coverages. Please refer to CIS Property Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

<b>Locations Covered:</b>	Per current CIS Property Schedule.
<b>Perils Covered:</b>	Risks of Direct Physical Loss subject to the terms, conditions and exclusions contained in the coverage forms listed below under Forms Applicable.
<b>Deductibles:</b>	\$5,000 Per occurrence except as noted and as follows (if any). \$5,000 Per occurrence on scheduled mobile equipment items. Earthquake and Flood: Special deductibles and restrictions per Section 2 of the CIS Property Coverage Agreement.
<b>Total Contribution:</b>	\$134,810.42 (Property)    \$0.00 (Excess Earthquake) \$0.00 (Excess Flood)    \$0.00 (Difference In Conditions)
<b>Forms Applicable:</b>	CIS Property Coverage Agreement - CIS PR (7/1/2023)

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: \_\_\_\_\_  
Authorized Representative / Agent

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

# Equipment Breakdown Coverage Proposal



citycounty insurance services  
cisoregon.org

Proposal Date: 5/8/2023

Coverage Period: 7/1/2023 to 7/1/2024

**Named Member**

Wasco County  
511 Washington St. Room 101  
The Dalles, OR 97058

**Agent of Record**

ISU Insurance Services-The Stratton Agency  
318 West 2nd St.  
The Dalles, OR 97058

**This Proposal Does Not Bind Coverage**  
Refer to Coverage Forms for terms, conditions, and limitations of coverage

**Coverage Limits:\***

Property Damage	Per current CIS Property Schedule or \$100,000,000, whichever is less.
Rental Value/Rental Expense	Included in Property Damage
Extra Expense	Included in Property Damage
Service Interruption	Included in Property Damage
Drying out following a flood	Included in Property Damage
Course of Construction	Included in Property Damage
Computer Equipment	Included in Property Damage
Portable Equipment	Included in Property Damage
CFC Refrigerants	Included in Property Damage
Hazardous Substance	\$2,000,000
Data Restoration	\$250,000
Perishable Goods	\$2,000,000
Expediting Expense	\$2,000,000
Demolition	\$2,000,000
Ordinance or Law	\$2,000,000
Off Premises Property Damage	\$250,000
Contingent Rental Value/Rental Expense	\$250,000
Newly Acquired Locations	\$1,000,000 / 365 Days Max
Extended Period of Restoration	30 Days

**\*This represents only a brief summary of coverages. Please refer to CIS Equipment Breakdown Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.**

**Locations Covered:**

Per current CIS Property Schedule.

**Deductible:**

\$5,000 All Coverages: 24 hour waiting period applies for service interruption.

**Contribution:**

Included

**Forms Applicable:**

CIS Equipment Breakdown Coverage Agreement - CIS BM (7/1/2023)

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: \_\_\_\_\_

Authorized Representative / Agent

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

# Excess Crime Coverage Proposal



citycounty insurance services  
cisoregon.org

Proposal Date: 5/8/2023

Coverage Period: 7/1/2023 to 7/1/2024

**Named Member**

Wasco County  
511 Washington St. Room 101  
The Dalles, OR 97058

**Agent of Record**

ISU Insurance Services-The Stratton Agency  
318 West 2nd St.  
The Dalles, OR 97058

**This Proposal Does Not Bind Coverage**

Refer to Coverage Forms for terms, conditions, and limitations of coverage

**Excess Crime Coverage**

**Coverage Limits excess of \$50,000 crime coverage provided under the CIS Property Coverage Agreement:\***

Employee Theft - Per Loss Coverage	\$250,000
Forgery or Alteration	Included
Inside Premises - Theft of Money & Securities	Included
Inside Premises - Robbery, Safe Burglary - Other	Included
Outside Premises	Included
Computer Fraud	Included
Money Orders and Counterfeit Paper Currency	Included
Funds Transfer Fraud	Included
Impersonation Fraud Coverage	Maximum recovery** \$250,000

\*\*Recovery subject to lower limit purchased by member if under \$250,000

**Additional Coverages:**

Faithful Performance of Duty	Included
------------------------------	----------

**\*This represents only a brief summary of coverages. Please refer to the Excess Crime Policy for detailed coverages, exclusions, and conditions that may apply.**

**Locations Covered:**

Per current CIS Property Schedule.

**Contribution:**

\$960.00

**Forms Applicable:**

National Union Fire Insurance/Excess Crime Policy

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: \_\_\_\_\_

Authorized Representative / Agent

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

## Wasco County

### Premium estimate for Guaranteed Cost

**Period:** 07/01/2023 - 07/01/2024

**Group:** CIS - Services

**Policy:** 482892

**Plan:** CIS Services

**Rating period: 07/01/2023 to 07/01/2024**

**Location 1: Wasco County**

Classification description	Class	Subject payroll	Rate	Premium
Street/Rd Beautificatn Incl Dr	0042	\$0.00	4.79	\$0.00
Weed Control Incl Dr	0050	\$78,001.00	4.21	\$3,283.84
Concrete Construction NOC	5213	\$0.00	4.14	\$0.00
Street/Rd Const-Fnl	5506	\$928,843.00	4.63	\$43,005.43
Grad/Pve/Rep/Dr				
Street or Road Construction-Subsurface Work & Drivers	5507	\$0.00	3.22	\$0.00
Street or Road Construction-Rock Excavation & Drivers	5507	\$0.00	3.22	\$0.00
Vessels-NOC-State Act	7024	\$24,938.00	2.92	\$728.19
Police Officers & Dr	7720	\$1,676,684.00	2.48	\$41,581.76
Police Matrons/Juvenile Officers/Dr	7720	\$0.00	2.48	\$0.00
Vol Police Chaplain	7720	\$0.00	2.48	\$0.00
Vol Emergency Management	7720	\$3,440.00	2.48	\$85.31
Vol Police Dept Support Svrs	7720	\$0.00	2.48	\$0.00
Inmates	7720	\$36,274.00	2.48	\$899.60
County Search And Rescue-Volunteer	7720	\$7,298.00	2.48	\$180.99
City/County-Veh/Equip Repr Shop-Dr	8380	\$135,614.00	2.02	\$2,739.40
Vol Dpty Sheriff @3400/Mo Ea	8411	\$81,600.00	1.13	\$922.08
Field Representatives	8742	\$562,548.00	0.21	\$1,181.35
Office Clerical	8810	\$2,678,464.00	0.11	\$2,946.31
Attorney & Cler/Messenger/Dr	8820	\$607,559.00	0.11	\$668.31
Dog Pounds-Incl Dog Catcher/Dr	8831	\$0.00	1.0	\$0.00
Physician & Clerical	8832	\$0.00	0.28	\$0.00
Nurse-Home Health/Publ-Trvl-Al Emp	8835	\$0.00	1.87	\$0.00
Buildings-Operation By Owner Or Lessee & Drivers	9015	\$216,423.00	2.75	\$5,951.63
County Fairs/Dr	9016	\$42,962.00	2.11	\$906.50
College/Schools-Al Other Emp	9101	\$0.00	2.62	\$0.00
Park NOC-All Employees & Dr	9102	\$0.00	2.96	\$0.00
Highway Oper/Snow Remvl Only/Dr	9402	\$41,615.00	4.35	\$1,810.25
Municipal/Twn/Cnty/State Emp-NOC	9410	\$2,140,196.00	1.3	\$27,822.55
<b>Total manual premium</b>		<b>\$9,262,459.00</b>		<b>\$134,713.50</b>

Description	Basis	Factor	Premium
EL Increased Limits premium (Admiralty)	\$728.19	1.54	\$393.22
<b>Total subject premium</b>			<b>\$135,106.72</b>

Description	Basis	Factor	Premium
Experience Rating	\$135,106.72	0.98	-\$2,702.13



## Wasco County

### Premium estimate for Guaranteed Cost

**Period:** 07/01/2023 - 07/01/2024

**Group:** CIS - Services

**Policy:** 482892

**Plan:** CIS Services

#### Total modified premium

**\$132,404.59**

Description	Basis	Factor	Premium
Pre-pay credit	\$132,404.59	0.97	-\$3,972.14

#### Total standard premium

**\$128,432.45**

Description	Basis	Factor	Premium
Oregon Total Premium			\$128,432.45
Premium Discount	\$128,432.45	0.1631	-\$20,942.84
Terrorism Premium	\$9,262,459.00	0.005	\$463.12
Catastrophe Premium	\$9,262,459.00	0.01	\$926.25
DCBS Assessment	\$107,812.96	1.098	\$10,565.67

#### Total premium and assessment

**\$119,444.65**

Premium discount schedule		
First	\$5,000	0.00%
Next	\$10,000	10.50%
Next	\$35,000	16.50%
Over	\$50,000	18.00%

The experience rating modifier is tentative.

Part Two coverage at limits of \$500,000/\$500,000/\$500,000

**Policy Minimum Premium: \$500**

**Maritime Coverage Minimum Premium: \$100**

Your policy premium is based on your current estimated premium and may be prorated for policies in effect for less than a full year or adjusted based on actual payroll by classification.

Terrorism Premium is in addition to Policy Minimum Premium.

Catastrophe Premium is in addition to Policy Minimum Premium.

**Payroll Reporting Frequency: Annual**

**Policyholder Option to Reimburse SAIF Corporation for Medical Expenses (Nondisabling Claims Reimbursement Program):** This policyholder has chosen to enroll in the Nondisabling Claims Reimbursement program with Quarterly claim evaluation.



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF DECLARING A LOCAL STATE OF EMERGENCY IN WASCO COUNTY AS A RESULT OF DROUGHT CONDITIONS AND DECLARING A BAN ON THE USE OF FIREWORKS

**RESOLUTION 23-010**

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

**WHEREAS**, ORS 401.025(1)(a) defines “emergency” as a natural event or circumstance causing or threatening widespread loss of life, injury to person or property, human suffering, or financial loss, including but not limited to “fire” and “severe weather”;

**WHEREAS**, ORS 401.309 authorizes the County governing body to declare a state of emergency within the County and to establish procedures to prepare for and carry out activities which are necessary to prevent, minimize, respond to, or recover from an emergency;

**WHEREAS**, Wasco County requested the Governor of the State of Oregon declare a drought throughout the County on March 15, 2023;

WHEREAS, the Governor of the State of Oregon declared a drought throughout Wasco County on April 6, 2023; and

**WHEREAS**, As of June 11, 2023, all outdoor burning has been prohibited with a total burn ban for Wasco County in effect;

**WHEREAS**, according to the National Fire Protection Association fireworks cause over 19,000 fires in the United States each year; and

**WHEREAS**, this region, like many other regions in the western United States, is experiencing extremely low water levels and cannot afford to use its limited water supply for fighting fires caused by fireworks.

NOW, THEREFORE, THE WASCO COUNTY BOARD OF COMMISSIONERS DECLARES AS FOLLOWS:

1. A local State of Emergency is declared to exist throughout Wasco County as a result of severe drought conditions.
2. This Declaration of a State of Emergency is effective immediately and shall remain in effect until the Wasco County Burn Ban is lifted in coordination with local Fire Officials. It may be amended, modified, supplemented, and/or extended in additional increments by the Board of Commissioners so long as conditions continue to pose an ongoing, immediate, and substantial threat to life, safety, health, or property in Wasco County.
3. The Board of Commissioners directs the Wasco County Emergency Manager to address mitigating risks associated with drought conditions and extreme heat including but not limited to coordinating services with other public bodies and requesting assistance from the State of Oregon to the extent available.

4. To preserve limited public safety and water resources, and to prioritize emergency preparedness and response to maximize public safety, including those related to extreme weather conditions, use of all fireworks as defined by ORS 480.111 within the unincorporated areas of Wasco County during this emergency is strictly prohibited. Violations are subject to Class C misdemeanors and all civil and/or criminal penalties, sanctions, and liability allowed by law. For purposes of this section, "use" includes lighting, exploding, or igniting in any way. Fireworks displays approved by the Oregon State Fire Marshall are exempt from this restriction. Use of fireworks that are illegal under state law continues to be prohibited at all times.
5. The County may take any other actions within its authority for the protection of safety, health, life, or property during this emergency.

APPROVED AND ADOPTED THIS 21<sup>st</sup> DAY OF JUNE, 2023.

**APPROVED AS TO FORM:**

---

Kristen Campbell, County Counsel

**WASCO COUNTY BOARD OF COMMISSIONERS:**

---

Steven D. Kramer, Commission Chair

---

Scott C. Hege, Vice-Chair

---

Philip L. Brady, County Commissioner



## INFORMATION AND QUALIFICATION FORM

### COLUMBIA RIVER GORGE COMMISSION

VOLUNTEER POSITIONS  
REPRESENTATIVE FROM  
WASCO COUNTY, OREGON

#### BACKGROUND

The Columbia River Gorge Commission studies and reviews changes to the Columbia River Gorge National Scenic Area Management Plan, National Scenic Area Land Use and Development Ordinances, and other documents; make presentations and recommendations to approval authorities on land use matters; and perform other functions concerning land use and economic development in the Columbia River Gorge National Scenic Area.

Applicants must be ready to commit time and effort to reading detailed land use materials understanding complex issues, and attending day/evening meetings. Essential qualifications include both ability and willingness to work with various persons towards innovative legal solutions concerning land use and development.

#### APPLICATION

Provide personal qualifications for the specific volunteer position.  
Supplementary information may be attached. Do not provide confidential information.

Name: David Peters

Address: [REDACTED]

Phone (home) [REDACTED]

Phone (work) [REDACTED]

E-mail address: [REDACTED]

Signature: David Peters

Date: 6/20/23

Number of years as a Wasco County resident: 34

Your objectives/goals? Desired contributions and accomplishments? I have lived in the The Dalles  
over 30 years and every tiem I drive through the Gorge, I am reminded of it's beauty. I want to make sure the Gorge  
reamins one of the most beautiful places in the world. I feel with my past experience on The Dalles Planning Commission and in  
housing project development, I bring knowledg and a balanced perspective to the Commission.

Approximate hours/week available for this commitment? 5

Comments: My job is very flexible.

Education (school, college, training, apprenticeships, degrees, etc.)

Oregon state University Business Adminstration Date(s): [REDACTED]

Past Mid-Columbia Fire and Rescue Board Member Date(s): 2019-2023

Date(s): \_\_\_\_\_

Date(s): \_\_\_\_\_

Experience (work, volunteering, leadership roles, achievements etc.)

Mid-Columbia Housing Authority Date(s): 10/1996 -Current

City of The Dalles Planning Commission Date(s): 1993-1996

Date(s): \_\_\_\_\_

Date(s): \_\_\_\_\_

General Comments (vocational/professional licenses, awards, recognition, etc.)

Homebuyer, Foreclosure prevention, and HUD counseling certifications Date(s): 2012-current

Date(s): \_\_\_\_\_

Date(s): \_\_\_\_\_

Date(s): \_\_\_\_\_

Send completed form to:

Wasco County Board of Commissioners  
511 Washington Street  
The Dalles OR 97058  
(541) 506-2520  
fax (541) 506-2551

## BID TABULATION

**Project Title:** Discovery Center Water System Expansion Project – 2023  
Wasco County

**Bid Opening:**

**Date:** June 20, 2023

**Time:** 1:35 p.m.

**Location:** Tenneson Engineering Corporation Office

CONTRACTOR NAME & ADDRESS		TOTAL BID
1.	Crestline Construction The Dalles, OR	\$258,620.00 \$274,720.00 (w/ additive)
2.	AJAX Northwest Hood River, OR	\$311,550.00 \$325,235.00 (w/ additive)
3.	Beam Excavating Hood River, OR	\$313,196.00 \$318,831.00 (w/ additive)

June 21, 2023

Wasco County Board of Commissioners  
511 Washington St. Suite 302  
The Dalles, Oregon 97058

Dear Wasco County Commissioners,

I am writing to express my concerns regarding to Elaine Albrich's application to be Wasco County's representative on the Columbia River Gorge Commission. She does not meet the residency requirement as she is not a Wasco County resident.

Although she lists her address on the application as Dufur, her primary home is not in Wasco County. The deed to her property at 61140 Clark Mill Rd., Dufur, dated October 12, 2022, has a second home rider which states that the "Borrower will occupy and use the Property as Borrower's second home." (Please see attached rider.)

In addition, the application asks applicants to provide personal qualifications for the specific volunteer position. She lists no objectives/goals, desired contributions and accomplishments as asked for in the application.

Her application basically says nothing. Why would you appoint someone who gives no reasons as to why she wants to be on the commission?

This is not unlike a job application in which the person doesn't answer the questions on the application.

She has a history of not being truthful with Wasco County when she was the attorney for a wind turbine developer. She misled the Planning Commission during the drafting of the wind turbine ordinance. She claimed the state had a standard of ¼ mile from residences for wind turbines when in fact this is only allowed if the applicant is the owner of the residence on the property where the turbines are to be located.

Mike Ballinger in contrast is a lifelong resident of the County. He gives detailed and well thought out answers to the questions on the application. He has a genuine interest in being on the Commission and has a vision as described in his application.

Sincerely,



Sheila Dooley  
3300 Vensel Rd.  
Mosier, Oregon 97040



After Recording Return To:

UNITED WHOLESale MORTGAGE, LLC  
585 SOUTH BOULEVARD E  
PONTIAC, MI 48341  
ATTN: POST CLOSING MANAGER  
Loan Number: 1222552761

Wasco County Official Records **2022-003666**  
MTG-DOT  
Stn=34 BETTY **10/14/2022 09:52:01 AM**  
\$105.00 \$11.00 \$10.00 \$60.00 \$19.00 **\$205.00**

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

Consideration \$382,375.<sup>00</sup>  
(Space Above This Line For Recording Data)

## DEED OF TRUST

MIN: 100032412225527610

MERS Phone: 888-679-6377

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated October 12, 2022, together with all Riders to this document.
- (B) "Borrower" is Kevin Kaufman and Elaine R Albrich, As Tenants by the Entirety

Borrower is the trustor under this Security Instrument.

- (C) "Lender" is United Wholesale Mortgage, LLC

Lender is a Limited Liability Company organized  
and existing under the laws of MICHIGAN  
Lender's address is 585 South Boulevard E, Pontiac, Michigan 48341

- (D) "Trustee" is KRISTA L. WHITE, ESQ. BISHOP, WHITE, MARSHALL & WEIBEL, P.S.  
720 OLIVE WAY, SUITE 1201, SEATTLE, WASHINGTON 98101

- (E) "MERS" is the Mortgage Electronic Registration Systems, Inc. Lender has appointed MERS as the nominee for Lender for this Loan, and attached a MERS Rider to this Security Instrument, to be executed by Borrower, which



**545132AM**



## SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 12th day of October 2022, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to UNITED WHOLESALE MORTGAGE, LLC (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

61140 CLARK MILL RD, DUFUR, OREGON 97021  
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

**6. Occupancy.** Borrower will occupy and use the Property as Borrower's second home. Borrower will maintain exclusive control over the occupancy of the Property, including short-term rentals, and will not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person or entity any control over the occupancy or use of the Property. Borrower will keep the Property available primarily as a residence for Borrower's personal use and enjoyment for at least one year after the date of this Second Home Rider, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

