



March 6, 2024 BOC Regular Session

Wasco County

511 Washington Street, Suite 302, The Dalles, OR 97058

Mar 6, 2024 9:00 AM - 12:00 PM PST

Table of Contents

I. Agenda.....	3
3-6-2024 BOCC Agenda.pdf.....	3
II. Discussion List	
A. Planning Commission Appointment.....	4
Memo BOCC Rodger Nichols Appointment to PC.pdf.....	4
ROGER NICHOLS Planning Comm Applicaion For Packet.pdf.....	5
Order 24-005 Appointing Rodger Nichols 1st Alt on Planning Commission.pdf.....	7
Planning Commission Appt Motion.pdf.....	8
B. Facilities Purchase.....	9
Truck Purchase Memo.pdf.....	9
Facilities truck quotes.pdf.....	10
C. Youth Think Subcontract.....	17
2024 Overdose Prevention Subcontract - Formatted.pdf.....	17
Prevention Subcontract Motion.pdf.....	30
D. Humane Society Management Agreement.....	31
CGHS Management Agreeemeent CGHS SIGNED.pdf.....	31
Humane Society Agreement Motion.pdf.....	44
E. Dark Sky Proclamation.....	45
Dark Sky Proclamation.pdf.....	45
Proclamation Motion.docx.pdf.....	46
III. Consent Agenda.....	47
2-21-2024 Regular Session Minutes DRAFT.pdf.....	47
IV. Executive Session Pursuant to ORS 192.660(2)(f) To consider information or records that are exempt from public inspection	
V. Road Vacation Petition.....	61

Directors Memo.pdf.....	61
H Street Vacation Petition and Maps.pdf.....	62
Order 24-006 Road Vacation Report H Street.pdf.....	67
Road Vacation Motion.pdf.....	68



AGENDA: REGULAR SESSION

WEDNESDAY, MARCH 6, 2024

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](tel: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.	CALL TO ORDER/PLEDGE OF ALLEGIANCE Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. Corrections or Additions to the Agenda Discussion Items: Planning Commission Appointment; Facilities Purchase; Youth Think Subcontract; Humane Society Agreement; Dark Sky Proclamation (Routine Items or Items of general Commission discussion/action, not otherwise listed on the Agenda) Consent Agenda: 2.21.2024 Regular Session Minutes (Items of a routine nature: minutes, documents, items previously discussed.) Public Comment at the discretion of the Chair (3 minute limit unless extended by Chair)
9:15 a.m.	Executive Session Pursuant to ORS 192.660(2)(f) To consider information or records that are exempt from public inspection
9:45 a.m.	Road Vacation Petition – Arthur Smith
	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 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 Relations



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MARCH 6, 2024

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 (Virtual)
STAFF: Kathy Clark, Executive Assistant
ABSENT Tyler Stone, Administrative Officer
Phil Brady, County Commissioner

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

Discussion Item – Planning Commission Appointment

Chair Kramer stated that Mr. Rodgers is well qualified to serve on the Planning Commission as he has extensive background through his service on the Columbia River Gorge Commission. His knowledge of the issues in the National Scenic Area will be an asset to the Planning Commission.

{{Vice-Chair Hege moved to approve Order 24-005 appointing Rodger Nichols as Alternate #1 on the Wasco County Planning Commission. Chair Kramer seconded the motion which passed unanimously.}}

Discussion Item – Facilities Purchase

Facilities Manager Robert Hughes reviewed the memo included in the Board Packet. Vice-Chair Hege asked if we were not able to get local quotes. Mr. Hughes replied that there was nothing locally that would not have had to have been ordered on a 6-8 month delay.

*****The Board was in consensus for the Facilities Department to purchase a ¾ ton truck for approximately \$64,544 from Dick's Auto Group located in Canby, Oregon.*****

Discussion Item – Youth Think Subcontract

Prevention Coordinator Debby Jones explained that this is the 5th annual agreement for Youth Think to oversee the Overdose Prevention Response Plan for our County. This will allow us to continue our work supported by the Oregon Health Authority funding. We also support Sherman County through these efforts.

This will continue the work of the Overdose Task Force which supports the distribution of narcan emergency kits and works with the City of The Dalles and Wasco County to determine the most effective ways to apply the opioid settlement dollars. The OHA funding supports Youth Think salary, Task Force work, and North Central Public Health District grant administration.

Vice-Chair Hege asked about the composition of the Task Force. Ms. Jones said all levels of law enforcement participate – City, County, State, and Tribal – along with NORCOR, Community Corrections, One Community Health, Adventist Health, and 1st Responders. She explained that this group helps direct the opioid settlement dollars; there is a draft MOU that will be coming to the City and County in the near future.

Vice-Chair Hege asked how the work is tracked. Ms. Jones replied that she submits a quarterly report. In addition, our data feeds into the national Overdose Map. NCPHD provides reports on our local overdose numbers. In that past year, that number has increased; at the same time, our overdose fatalities have decreased dramatically due to the narcan distribution. The data is very detailed and includes age, gender, ethnicity, etc.

{{Vice-Chair Hege moved to approve the 2024 Overdose Prevention Subcontract between Wasco County and North Central Public Health District. Chair Kramer seconded the motion which passed unanimously.}}

Discussion Item – Humane Society Management Agreement

Ms. Clark reminded the Board that members of the Columbia Gorge Humane Society had presented at the last Board Session on their plans to manage the local animal shelter formerly known as Home at Last. At that session, the Board had inquired about an agreement between the County and CGHS that would formalize the partnership. The agreement for that is included in today's Board Packet.

{{Vice-Chair Hege moved to approve the Columbia Gorge Humane Society Management Agreement. Chair Kramer seconded the motion which passed unanimously.}}

Discussion Item – Dark Sky Proclamation

Chair Kramer stated that this will support economic development in Wasco County's rural cities.

{{Vice-Chair Hege moved to proclaim April 2nd through April 8th, 2024 as

Dark Sky Week in Wasco County and call upon all Wasco County citizens to join in its observation. Chair Kramer seconded the motion which passed unanimously.}}

Consent Agenda – 2.21.2024 Regular Session Minutes

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

Agenda Item – Executive Session

At 9:16 a.m. Chair Kramer opened an Executive Session pursuant to ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection. He directed the media not to record the executive session nor report on any of the deliberations during the executive session other than to state the general subject of the session as previously announced.

The Regular Session resumed at 11:32 a.m.

{{Vice-Chair Hege moved to deny the Step 3 Grievance filed by Mr. Sorenson. Chair Kramer seconded the motion which passed unanimously.}}

Agenda Item – Road Vacation Petition

Public Works Director Arthur Smith reviewed the memo included in the Board Packet noting that the road, which was never built, goes through someone's home. Vice-Chair Hege asked if any of the road has been built. Mr. Smith replied that Fruitland Park was established in 1910 with a number of lettered streets in the plan. There are many of those lettered streets that have never been built.

Vice-Chair Hege asked if we have been in touch with the City of The Dalles. Mr. Smith said he will contact them as part of his report process.

{{Vice-Chair Hege moved to approve Order 24-006 directing the Public Works Director to prepare a report for the request to vacate a portion of H Street within the Fruitland Park Addition. Chair Kramer seconded the motion which passed unanimously.}}

Commission Call

Vice-Chair Hege said he will be in Salem Monday for the legislative process. Chair Kramer stated that he will be there as well.

Chair Kramer announced that if the bill is signed, Wasco County will receive \$8 million for the Resolution Center. We will be personally be thanking the

legislators for their support. He went on to say that the House Bill for Measure 110 reform is a major accomplishment; it addresses budgetary items which is what the short session is for.

Chair Kramer adjourned the meeting at 9:42 a.m.

Summary of Actions

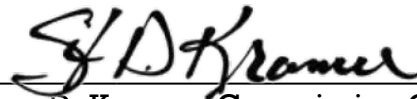
MOTIONS

- **To approve Order 24-005 appointing Rodger Nichols as Alternate #1 on the Wasco County Planning Commission.**
- **To approve the 2024 Overdose Prevention Subcontract between Wasco County and North Central Public Health District.**
- **To approve the Columbia Gorge Humane Society Management Agreement.**
- **To proclaim April 2nd through April 8th, 2024 as Dark Sky Week in Wasco County and call upon all Wasco County citizens to join in its observation.**
- **To approve the Consent Agenda: 2.21.2024 Regular Session Minutes.**
- **To deny the Step 3 Grievance filed by Mr. Sorenson.**
- **To approve Order 24-006 directing the Public Works Director to prepare a report for the request to vacate a portion of H Street within the Fruitland Park Addition.**

CONSENSUS

- **For the Facilities Department to purchase a $\frac{3}{4}$ ton truck for approximately \$64,544 from Dick's Auto Group located in Canby, Oregon.**

Wasco County
Board of Commissioners



Steven D. Kramer, Commission Chair



Vice-Chair Hege C. Hege, Vice-Chair



Philip L. Brady, County Commissioner



MEMORANDUM

SUBJECT: Planning Commission Appointment

TO: WASCO COUNTY BOARD OF COMMISSIONERS, TYLER STONE

FROM: KELLY HOWSLEY-GLOVER, PLANNING DIRECTOR

DATE: 2/15/2024

I am pleased to share that the Planning Commission Selection Committee has recommended Mr. Rodger Nichols be appointed to the Alternate #1 position of the Wasco County Planning Commission.

The Planning Commission Selection Committee, which as required by the Planning Commission by-laws includes a representative from the Board, the Planning Commission Chair, Vice Chair, and Planning Director met on February 1, 2024 to review Mr. Nichols application. The Selection Committee evaluates candidates based on their applications and the general requirements listed in the by-laws which require a diverse representation from different areas and professions in Wasco County. The current vacancies are for two members from the north portion of the County, including adjacent to The Dalles.

The Selection Committee acknowledged Mr. Nichols' exemplary record of service to the County and his advanced knowledge of the National Scenic Area which will be particularly helpful as the Planning Commission continues, for the interim, to review appeal and other complex National Scenic Area cases. Mr. Nichols will also be an asset as we work through an upcoming National Scenic Area Land Use and Development Ordinance Update and adopt revisions to the Wasco County Land Use and Development Ordinance.

We are pleased to recommend the appointment of Rodger Nichols to the Wasco County Planning Commission.



INFORMATION AND QUALIFICATION FORM

Wasco County Planning Commission

VOLUNTEER POSITIONS
WASCO COUNTY, OREGON

BACKGROUND

The Wasco County Planning Commission examines and reviews changes to the Wasco County Comprehensive Plan, Wasco County and National Scenic Area Land Use and Development Ordinances and other documents; makes presentations and recommendations to approval authorities on land use matters; and performs other functions concerning land use, strategic planning, special projects and economic development.

The Wasco County Planning Commission meets as needed, with additional meetings or functions as scheduled. Additionally, individuals must commit time and effort to reading detailed land use materials and reports and to understanding complicated issues. Essential qualifications include both the ability and willingness to work toward solutions concerning land use and development.

APPLICATION

Provide personal qualifications for this specific volunteer position.

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

Name: Rodger Nichols

Address: [REDACTED] The Dalles

Phone (home) [REDACTED] Phone (work) N/A

E-mail address: [REDACTED]@[REDACTED]

Signature: Rodger Nichols Digitally signed by Rodger Nichols
Date: 2024.01.04 20:30:11 -08'00'

Date: 01/04/2024 Number of years as a Wasco County resident: 50

Your objectives/goals? Desired contributions and accomplishments? I hope to bring my

Gorge Commission land use experience to the table, and apply it in positive ways

for Wasco County. I believe the interests of all stakeholders are best served when

there is a balance between the needs of the individual and the needs of the group
 We are coming into an era where there are a lot of tough decisions to be made,
 and I hope to bring an informed perspective to the discussions.

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

Willamette University _____ Date(s): _____
 University of Oregon degree Political Science _____ Date(s): _____
 SBA business writer of the year, Portland district _____ 2009
 _____ Date(s): _____
 _____ Date(s): _____

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

President, The Dalles Area Chamber of Commerce _____ 1979
 _____ Date(s): _____
 Jaycees Outstanding Young Man of the Year _____ 1979
 _____ Date(s): _____
 Small Business Development Center Board member _____ 2005-2013
 _____ Date(s): _____
 Columbia River Gorge Commission _____ 2011-2023
 _____ Date(s): _____

General Comments/Additional Relevant Information

Served as Gorge Commission liaison with the Discovery Center and Oregon
 Investment Board 2021-2023. Served on the board of the Original Wasco County
 Courthouse since 2005. Various jobs at The Dalles Reminder and The
 Dalles Chronicle 1988-2010, News Editor at the Chronicle 2001-2010.
 News Director Y-102 Radio 2010-2019, Director Emeritus 2019-present

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 RODGER NICHOLS AS FIRST ALTERNATE TO THE WASCO COUNTY PLANNING COMMISSION

ORDER #24-005

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 a vacancy currently exists on the Wasco County Planning Commission; and

IT FURTHER APPEARING TO THE BOARD: That Rodger Nichols is willing and is qualified to be appointed as an Alternate to the Wasco County Planning Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Rodger Nichols be and is hereby appointed First Alternate to the Wasco County Planning Commission, serving as a regular member only when a regular member is absent, said term to expire on December 31, 2027.

DATED this 6th day of March, 2024.

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



MOTION

SUBJECT: Planning Commission Appointment

I move to approve Order 24-005 appointing Rodger Nichols as Alternate #1 on the Wasco County Planning Commission.



MEMORANDUM

SUBJECT: Facilities Vehicle Purchase

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ROBERT HUGHES

DATE: FEBRUARY 28, 2024

BACKGROUND INFORMATION:

The 2023/24 Wasco County Facilities Budget includes an allocation for the purchase of an additional truck to expand the Facilities fleet. I contacted dealers, some on the Oregon Buys list and some not, to solicit quotes for a ¾ ton, 4-wheel drive truck with utility box. Staff recommends the \$64,544 ¾ ton truck through Dick's Auto Group located in Canby, Oregon. This vehicle meets our needs. In addition it is not only the lowest quote, but it is in stock. Waiting for a higher-priced truck on order would delay acquisition by 6-8 months.

EXPECTED DELIVERY DATE	02/16/2024	TODAY'S DATE	02/16/2024
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Subject to the terms and conditions set forth below and on reverse side, Purchaser agrees to purchase from Dealer the vehicle described below (the Vehicle). Delivery is to be made on the expected delivery date shown above or as soon thereafter as possible. HOWEVER, PURCHASER AGREES THAT NEITHER THE DEALER NOR THE MANUFACTURER WILL BE LIABLE FOR FAILURE TO EFFECT DELIVERY.

ALL DEPOSITS TAKEN ON NEW VEHICLE ORDERS ARE NON-REFUNDABLE EARNEST MONIES

This dealership can electronically file your DMV forms and your vehicle will be immediately registered with the state. Standard Oregon license plates, registration and ownership documents will be expedited and arrive more quickly. Electronic filing is optional and not required by law. If you do not want to file your DMV forms electronically, you will receive your documents and plates in DMV's standard processing time.

ACCEPTS ☒ _____ (INITIAL) DECLINES ☒ N/A (INITIAL)

USED CAR BUYERS GUIDE

A Buyers Guide has been posted on the window of each used vehicle. The information on the Buyers Guide for this Vehicle is part of and overrides any contrary provisions in this Agreement. [La información que aparece en la ventanilla de este vehículo forma parte de este contrato. La información contenida en el formulario de la ventanilla anula cualquier provision que establezca lo contrario y que aparece en el contrato de venta.] Purchaser acknowledges receipt of Buyers Guide.

PURCHASER X _____

PURCHASER HAS READ ALL THE PROVISIONS PRINTED ON THE FRONT SIDE AND BACK SIDE OF THIS PAGE AND AGREES THAT THEY FORM A PART OF THIS CONTRACT.

PART OF THIS CONTRACT.

PURCHASER SIGNATURE <u>X</u>	CO-PURCHASER SIGNATURE _____
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DEALER DICKS CANBY FORD

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Date: 02/26/2024 2:16 PM

Salesperson: Matt Schmitz

Manager: Matt Schmitz

FOR INTERNAL USE ONLY

BUSINESS NAME **Wasco County**
CONTACT

Home Phone:

Address :

Work Phone:

E-Mail :

Cell Phone:

VEHICLE

Stock # : **W3752**

New / Used : **New**

VIN : **1FD8X3FN8PEC92556**

Mileage : **0**

Vehicle : **2023 Ford F-350 Chassis**

Color : **OXFORD WHT**

Type :

X3F

TRADE IN

Payoff :

VIN :

Mileage :

Vehicle :

Color :

Type :

Selling Price

73,904.00

Discount

5,277.36

Adjusted Price

68,626.64

Total Purchase

68,626.64

Trade Allowance

Trade Difference

Tax

343.13

Non Tax Fees

277.94

Trade Payoff

Cash Deposit

Balance

69,247.71

Customer Approval:

Management Approval:

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

**Janet Teran**

Government and Commercial Fleet Manager

Military Deliveries

State of Oregon Contract #1659

Cell: 503.333.2891

Office: 503.665.0101

Fax: 503.665.0497

Janet@GreshamFord.com

Quoted to:	Wasco County			
	Robert Hughes			
Cell/Phone	541-506-2548	Date Quoted	2/27/2024	Contract FIN QS045
FAX	541-506-2662	This Quote is per one vehicle		End User FIN QY768
E-Mail	roberth@co.wasco.or.us			

Vehicle Quoted:	Model Code	X2B F-250 SuperCab SRW 4x4
	Model Year	2024

Quote:	Item Code	Item Description	Price
Base	X2B F-250 SuperCab SRW 4x4		\$ 48,279.00
WB	164	In. Wheel Base	incl.
GVRW	9900	GVRW	incl.
Color	Z1	Oxford White	incl.
Interior	A	Vinyl 40/20/40	incl.
Interior Color	S	Medium Dark Slate	incl.
Trim	600A	XL Trim	incl.
Engine	99A	6.8L 2V DEVCT NA PFI V8	incl.
Transmission	44F	10-Speed Automatic Transmission	incl.
Emissions	425	50 States Emissions	incl.
	TD8	LT245 BSW AS 17	incl.
	X37	3.73 Reg Axle	incl.
	66D	PU Box Delete	\$ (569.00)
	18B	Plated Running Boards	\$ 405.00

Cost of Vehicle \$ 48,115.00

PTC Service Body Quote \$ 16,975.00

Total Vehicle \$ 65,090.00

Oregon Vehicle Privilege Tax \$ 325.45

Oregon Corporate Activity Tax \$ 240.83

E-Plates N/A

Delivered to The Dalles, Oregon

Total Vehicle Quote \$ 65,656.28

Prepared for: Robert Hughes

Wasco County

Prepared by: SHARON TUCKER

02/22/2024

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

**2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)**

Price Level: 425 | Quote ID: Wasc24X2B

As Configured Vehicle

Code	Description	MSRP	Invoice
------	-------------	------	---------

Base Vehicle

X2B	Base Vehicle Price (X2B)	\$50,305.00	\$47,790.00
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Packages

600A	Order Code 600A	N/C	N/C
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*Includes:**- Engine: 6.8L 2V DEVCT NA PFI V8 Gas
Flex fuel.**- Transmission: TorqShift-G 10-Speed Automatic**Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.**- GVWR: 10,000 lb Payload Package**- Wheels: 17" Argent Painted Steel**Includes painted hub covers/center ornaments.**- HD Vinyl 40/20/40 Split Bench Seat**Includes center armrest, cupholder, storage and driver's side manual lumbar.**- Radio: AM/FM Stereo w/MP3 Player**Includes 4 speakers.**- SYNC 4**Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.***Powertrain**

99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included	Included
<i>Flex fuel.</i>			

44F	Transmission: TorqShift-G 10-Speed Automatic	Included	Included
<i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i>			

X3E	Electronic-Locking w/3.73 Axle Ratio	N/C	N/C
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STDGV	GVWR: 10,000 lb Payload Package	Included	Included
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Wheels & Tires

TEX	Tires: LT285/70R17 A/T	Included	Included
<i>Off-road. Spare may not be the same as road tire.</i>			

64A	Wheels: 17" Argent Painted Steel	Included	Included
<i>Includes painted hub covers/center ornaments.</i>			

Seats & Seat Trim

Prepared for: Robert Hughes

Wasco County

Prepared by: SHARON TUCKER

02/22/2024

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

**2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)**

Price Level: 425 | Quote ID: Wasc24X2B

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included	Included

Other Options

164WB	164" Wheelbase	STD	STD
PAINT	Monotone Paint Application	STD	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> <i>- SYNC 4</i> <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	Included	Included
17Z	XL Off-Road Package <i>Includes transfer case and axle water fording vent tubes and unique front air dams with approach angle improvement.</i> <i>Includes:</i> <i>- Tires: LT285/70R17 A/T</i> <i>Off-road. Spare may not be the same as road tire.</i> <i>- Rear Electronic Locking Differential</i> <i>- Transfer Case & Fuel Tank Skid Plates</i>	\$995.00	\$906.00
67E	250 Amp Alternator (Gas)	\$85.00	\$78.00
18B	Platform Running Boards	\$445.00	\$405.00
435	Power-Sliding Rear-Window w/Defrost	\$405.00	\$368.00
924	Privacy Glass	\$30.00	\$28.00
66S	Upfitter Switches (6) <i>Located in overhead console.</i>	\$165.00	\$150.00
91S	Amber 360 Degree LED Warn Strobes (Pre-Installed) <i>Includes dual beacon.</i>	\$650.00	\$592.00
61L	Front Wheel Well Liners (Pre-Installed)	\$180.00	\$164.00

Prepared for: Robert Hughes

Wasco County

Prepared by: SHARON TUCKER

02/22/2024

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995



2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: Wasc24X2B

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
61S	Front Splash Guards/Mud Flaps (Pre-Installed)	\$130.00	\$119.00
62S	Rear Splash Guards/Mud Flaps (Pre-Installed)	N/C	N/C
153	Front License Plate Bracket	N/C	N/C

*Standard in states requiring 2 license plates and optional to all others.***Fleet Options**

WARANT	Fleet Customer Powertrain Limited Warranty	N/C	N/C
--------	--	-----	-----

Requires valid FIN code.

Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.

Emissions

425	50-State Emissions System	STD	STD
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Upfit Options

E146184	Reading service body	\$14,975.00	\$14,975.00
READING CLS098SRW1FA11201 98A-SW CLASSIC II STEEL SERVICE BODY FOR 56" CA FREIGHT IN ON BODY READING YKDK090003 Mounting Kit READING YKDK210001 Supplemental Mounting Kit READING 14302340 FORD F-250 AND HIGHER READING BPSNSRW1FA011101 P77SW STRAIGHT POOCHED QUICK-MOUNT BUMPER WR USE FACTORY HITCH FUEL HOSE KIT CURT 56443 HARNESS-7 WAY INSTALLATION			

SUBTOTAL	\$68,365.00	\$65,575.00
Destination Charge	\$1,995.00	\$1,995.00
TOTAL	\$70,360.00	\$67,570.00

Prepared for: Robert Hughes

Wasco County

Prepared by: SHARON TUCKER

02/22/2024

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995



2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 425 | Quote ID: Wasc24X2B

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$50,305.00
Options	\$3,085.00
Colors	\$0.00
Upfitting	\$14,975.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Total	\$70,360.00

Customer Signature

Acceptance Date



Public Health
Prevent. Promote. Protect.

NORTH CENTRAL PUBLIC HEALTH DISTRICT

419 East Seventh Street
The Dalles, OR 97058-2676
541-506-2600
www.ncphd.org

OVERDOSE PREVENTION SUBCONTRACT

This contract Overdose Prevention G2024-1 is between North Central Public Health District (NCPHD or LPHA), the Local Public Health Authority serving Wasco and Sherman Counties in Oregon **AND** Wasco County, a political subdivision of the State of Oregon (Subcontractor).

Purpose

NCPHD has received funding from the Oregon Health Authority for overdose prevention efforts in Wasco and Sherman Counties. The purpose of this contract is to outline the roles and responsibilities of NCPHD and Subcontractor in support of those efforts.

Scope of Work

Subcontractor will perform overdose prevention activities to include overdose response planning, naloxone assessment in the communities and a prevention project

Compensation

The budget period for these funds is September 1, 2023 to August 30, 2024. The total amount of funding is \$59,519.81.

Relationship of Parties

Subcontractor agrees to:

- Administer the Overdose Prevention Program in Wasco and Sherman Counties in accordance with the Amended and Restated FY 24 Intergovernmental Agreement for the Financing of Public Health Services (OHA Agreement No. 180026) between NCPHD and the Oregon Health Authority (OHA). Administration of the Overdose Prevention Program includes Subcontractor's appointment of a Project Director to oversee the Program's successful implementation.
- Invoice NCPHD monthly for personnel services and expenses, for a total amount not to exceed \$6300 for the period (Exhibit A).
- Work with OHA on the specific requirements of the Overdose Prevention Program (see Exhibit B).

NCPHD agrees to:

- Provide a representative to work with the Project Director.
- Pay all invoices within 30 days.
- Report expenditures quarterly to OHA.

Terms of Understanding

- The terms of this contract is from September 1, 2023 until August 30, 2024 when the grant funding ends.
- Either party may terminate this contract upon thirty (30) days prior written notice without penalties or liabilities, subject to OHA consenting to a termination if necessary.
- The parties will execute and deliver any additional papers, documents or other assurances that are reasonably necessary to give effect to this contract or to carry out the purpose of the contract.

REQUIRED SUBCONTRACT PROVISIONS

1. Expenditure of Funds. Subcontractor may expend the funds paid to Subcontractor under this Contract solely on the delivery of strategies to implement Overdose Prevention activities (See Exhibit A) , subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):

a. Subcontractor may not expend on the delivery of Overdose Prevention activities any funds paid to Subcontractor under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of Overdose Prevention activities.

b. If this Agreement requires Subcontractor to deliver more than one service, Subcontractor may not expend funds paid to Subcontractor under this Contract for a particular service on the delivery of any other service.

c. Subcontractor may expend funds paid to Subcontractor under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.

2. Records Maintenance, Access and Confidentiality.

a. Access to Records and Facilities. LPHA, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Subcontractor that are directly related to this Contract, the funds paid to Subcontractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Subcontractor shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Subcontractor hereunder.

b. Retention of Records. Subcontractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Subcontractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the

termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the above period, Subcontractor shall retain the records until the questions are resolved.

c. Expenditure Records. Subcontractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Subcontractor under this Contract. In particular, but without limiting the generality of the foregoing, Subcontractor shall (i) establish separate accounts for each type of service for which Subcontractor is paid under this Contract and (ii) document expenditures of funds paid to Subcontractor under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Subcontractor under this Contract for employee compensation. Subcontractor shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.

d. Safeguarding of Client Information. Subcontractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Subcontractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. Subcontractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.

e. Information Privacy/Security/Access. If the services performed under this Agreement requires Subcontractor to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Subcontractor(s) shall comply and require its staff to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

3. Alternative Formats of Written Materials. In connection with the delivery of Program Element services, LPHA shall make available to LPHA Client, without charge, upon the LPHA Client's reasonable request:

a. All written materials related to the services provided to the LPHA Client in alternate formats.

b. All written materials related to the services provided to the LPHA Client in the LPHA Client's language.

c. Oral interpretation services related to the services provided to the LPHA Client to the LPHA Client in the LPHA Client's language.

d. Sign language interpretation services and telephone communications access services related to the services provided to the LPHA Client.

For purposes of the foregoing, "written materials" means materials created by LPHA, in connection with the Service being provided to the requestor. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client in the prevalent non-English language(s) within the LPHA service area. OHA shall be responsible for making its forms and

materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language(s) within the LPHA service area.

4. Compliance with Law. Subcontractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Subcontractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Subcontractor shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 2009-2010 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2010, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

5. Grievance Procedures. If Subcontractor employs fifteen (15) or more employees to deliver the services under this Contract, Subcontractor shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include "due process" standards, which, at a minimum, shall include:

- a. An established process and time frame for filing an employee grievance.
- b. An established hearing and appeal process.
- c. A requirement for maintaining adequate records and employee confidentiality.
- d. A description of the options available to employees for resolving disputes.

Subcontractor shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Subcontractor and are aware of the means by which employees may make use of the employee grievance procedures. Subcontractor may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by including a section in the Subcontractor employee manual that describes the Subcontractor employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at periodic intervals in staff and board meetings.

6. Independent Contractor. Unless Subcontractor is a State of Oregon governmental agency, Subcontractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or LPHA.

7. Indemnification. To the extent permitted by applicable law, Subcontractors that are not units of local government as defined in ORS 190.003, shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, LPHA, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Subcontractor, including but not limited to the activities of Subcontractor or its officers, employees, Subcontractors or agents under this Contract.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the dates written below.

Wasco County:

Steven D Kramer, Board Chair

Scott C. Hege, Vice Chair

Phillip L. Brady, County Commissioner

Date

NCPHD:



Shellie Campbell, Director

2/26/2024

Date

Overdose Prevention Initiative: Program Element 62 & 70

September 1, 2023 – August 30, 2023

Cover Sheet

Please provide the information requested below for program contact information.

Program Contact Information	
Local Public Health Authority Name	North Central Public Health District
Funding Amount Allocated 9/1/23 – 8/30/24	
Overdose Prevention Coordinator Name	Debby Jones
Phone	541-506-2673
Email	debbyj@co.wasco.or.us
Names of other program staff funded through this PE	Neita Cecil
Phone	541-506-2609
Email	neitac@ncphd.org
Local Public Health Authority Administrator	Shellie Campbell
Phone	541-506-2617
Email	shelliec@ncphd.org

North Central Public Health District (Wasco/Sherman Counties) Work Plan

1: Core Program Components

Objective: Through August 30, 2024, Wasco/Sherman Counties will sustain its core program components by continuing to: <div><div>1. Engage stakeholders to help support local overdose prevention goals and initiatives</div><div>2. Implement and iteratively improve an overdose emergency response plan</div><div>3. Promote public awareness of overdose risk and strategies to prevent overdose</div></div>					
Activity <i>Please include all the activities required to meet your objective(s)</i>	Person/Organization Responsible	Quarter 1 9/1/23 – 11/30/23	Quarter 2 12/1/23 – 2/29/24	Quarter 3 3/1/24 – 5/31/24	Quarter 4 6/1/24 – 8/30/24
#1 The Overdose Prevention Task Force will hold monthly meetings	Debby Jones/YouthThink	X	X	X	X
#2 The Wasco County Emergency Response Plan draft will become an official document signed and endorsed by the Wasco County Board of Commissioners.	Debby Jones/YouthThink			X	
#2 The Emergency Response plan will be amended to meet the local conditions and needs of Sherman County and officially signed and endorsed by the Sherman County Board of Commissioners.	Debby Jones/YouthThink Deanna Christiansen/Sherman County Prevention				X
#3 Mass media campaign focused on education and awareness resources that will include: <ul style="list-style-type: none">• Billboard• Theater Ads• Digital / Radio Ads	Debby Jones/YouthThink Deanna Christiansen/Sherman County Prevention Neita Cecil/NCPHD Tammy Dirks/Bi-Coastal	X	X	X	X
#3 Dead on Arrival Film Town Hall	Debby Jones/YouthThink		X		

2: Harm Reduction

Objective: By August 30, 2024, Wasco/Sherman Counties will create and disseminate education and communication materials to increase awareness of and access to harm reduction resources and to combat stigma and change social norms around harm reduction.					
Activity <i>Please include all the activities required to meet your objective(s)</i>	Person/Organization Responsible	Quarter 1 9/1/23 – 11/30/23	Quarter 2 12/1/23 – 2/29/24	Quarter 3 3/1/24 – 5/31/24	Quarter 4 6/1/24 – 8/30/24
Normalize the process of proper drug disposal by working with the two funeral homes to disseminate drug disposal bags to clients	Debby Jones/YouthThink	X	X		
Have a list 1-2 harm reduction focused articles in the local newspaper	Neita Cecil/NCPHD	X		X	
Provide a least one training per quarter for community organization regarding harm reduction strategies, including use of Narcan and myths regarding fentanyl	Debby Jones/YouthThink	X	X	X	X

3: Clinician/Health System Engagement

Objective: By August 30, 2024, Wasco/Sherman Counties will increase collaboration and distribution of harm reduction supplies and resources with local medical providers.					
Activity <i>Please include all the activities required to meet your objective(s)</i>	Person/Organization Responsible	Quarter 1 9/1/23 – 11/30/23	Quarter 2 12/1/23 – 2/29/24	Quarter 3 3/1/24 – 5/31/24	Quarter 4 6/1/24 – 8/30/24
Establish link with Adventist-The Dalles to distribute Naloxone Emergency Packs to individuals leaving the ED	Debby Jones/YouthThink Jason Whitley/Advintist-The Dalles		X	X	
Establish link with Columbia Gorge Pain Management to distribute Naloxone Emergency Packs to clients.	Debby Jones/YouthThink TBA/Columbia Gorge Pain Clinic	X	X		

4: Public Safety Partnerships/Interventions

Objective: By August 30, 2024, Wasco/Sherman Counties will increase the capacity of public safety partners (law enforcement, Fire/EMT and Parole and Probation) to utilize the SBIRT model during the daily routines, especially with individuals who may have a substance use disorder.					
Activity <i>Please include all the activities required to meet your objective(s)</i>	Person/Organization Responsible	Quarter 1 9/1/23 – 11/30/23	Quarter 2 12/1/23 – 2/29/24	Quarter 3 3/1/24 – 5/31/24	Quarter 4 6/1/24 – 8/30/24
Create a podcast/webinar for first responders in how to proactively have “brief conversations” with our target population (PWUD)	Debby Jones/YouthThink NORC/University of Chicago		X	X	
Create realistic video scenarios for public safety to use and better understand how to intervene and promote hope and address stigma reduction.	Debby Jones/YouthThink NORC/University of Chicago	X	X		
Disseminate “Hope Cards” to be distributed by public safety workforce that links individuals to harm reduction and peer support and treatment options	Debby Jones/YouthThink		X	X	

5: Community-Based Linkage to Care

Objective: By August 30, 2024, Wasco/Sherman Counties will create and implement a post-overdose outreach team or program that connect with the individual within 96 hours of a suspected overdose and provide linkage to care.

Activity <i>Please include all the activities required to meet your objective(s)</i>	Person/Organization Responsible	Quarter 1 9/1/23 – 11/30/23	Quarter 2 12/1/23 – 2/29/24	Quarter 3 3/1/24 – 5/31/24	Quarter 4 6/1/24 – 8/30/24
Establish a post-overdose subcommittee of our Overdose Prevention Task Force	Debby Jones/YouthThink Neita Cecil/NCPHD Deanna Christiansen/Sherman County Prevention		X		
Develop an implementation plan based on the “Now What?” model / Post Overdose	Debby Jones/YouthThink Neita Cecil/NCPHD Deanna Christiansen/Sherman County Prevention		X	X	
Determine outreach team and establish MOU’s with outreach organizations and volunteers	Debby Jones/YouthThink Molly Rogers/Wasco County		X	X	

Overdose Prevention -- Line Item Budget and Narrative Worksheet

Please complete the following Line Item Budget for: **OHA Overdose Prevention PE 62/70 for FY2024 (9/1/2023 - 08/30/2024)**
(Identify only funds requested under OHA Overdose Prevention PE 62/70.)

Please contact Courtney Fultineer (courtney.fultineer@oha.oregon.gov) with questions related to this form.

Agency:	North Central Public Health District					
Fiscal Contact:	Shellie Campbell					
E-mail address:	shelliec@ncphd.org					
Phone Number:	541-506-2617			Fax Number:		

Budget Categories	Description						Total	
(1) Salary	Position #	Title of Position	Annual Salary	% of time (FTE)	# of months requested	Total Salary		
	1	Assistant Project Director	\$58,802.00	19%	12	\$ 11,025.38		
	2	Finance Manager	\$56,256.00	10%	12	\$ 5,625.60		
	3		\$0.00	0%	12	\$ -		
	4		\$0.00	0%	12	\$ -		
	5		\$0.00	0%	12	\$ -		
	TOTAL SALARY						\$ 16,650.98	
	Narrative*:							
						\$ 16,650.98		
(2) Fringe Benefits	Position #	Total Salary	Base /lf	%	=	Total Fringe		
	1	\$11,025.38		35%	=	\$ 3,858.88		
	2	\$5,625.60		35%	=	\$ 1,968.96		
	3	\$0.00		0%	=	\$ -		
	4	\$0.00		0%	=	\$ -		
	5	\$0.00		0%	=	\$ -		
	TOTAL FRINGE						\$ 5,827.84	
							\$ 5,827.84	
(3) Equipment	List equipment. Include all equipment necessary for program (i.e. computer, printer).					\$0.00		
	Narrative*:						\$ -	
(4) Supplies	Do not list. These items include supplies for meetings, general office supplies ie. paper, pens, computer disks, highlighters, binders, folders, etc.					\$0.00	\$ -	
(5) Travel	This covers in-state, out-of-state, and travel to all required trainings.							
		In state		Out Of State		Subtotal		
	Narrative*: Attend OPAT Conference							
	Per Diem:	\$180.00		\$0.00		\$ 180.00		
	Hotel:	\$345.00		\$0.00		\$ 345.00		
	Air fare:	\$0.00		\$0.00		\$ -		
	Reg. fees:	\$300.00		\$0.00		\$ 300.00		
	Other:	\$0.00		\$0.00		\$ -		
	Mileage:	Miles:	286.00	X	.585	per mile	\$ 167.28	
							\$ 992.28	
(6) Other	Please list.							
						\$0.00		
						\$0.00		
						\$0.00		
						\$0.00		
						\$0.00	\$ -	
(7) Contracts:	List all sub-contracts and all contractual costs, if applicable. (Contracts must be pre-approved by OHA)							
	YouthThink-Wasco County					\$59,519.81		
						\$0.00	\$59,519.81	
(8) Total Direct Costs	(Sum of 1 through 7)						\$ 82,990.91	
(9) Cost Allocation and Indirect	Indirect @		10.00%	\$ 8,299.09		\$ 8,299.09		
(10) TOTALS	(Sum of 8 & 9). Should equal total request.						\$ 91,290.00	

* Attach additional Narrative on a separate sheet if necessary

Contract Services Breakdown for YouthThink-Wasco County

Project Director	Debby Jones/YouthThink	\$31,291.53	.32 FTE
Leave Behind Emergency Naloxone Kits / no narcan	300 kis / \$10 ea.	\$ 3,000.00	
Office Supplies	\$80 / 12 months	\$ 960.00	
Bill Boards	2 art changes @ \$538 ea.	\$ 1,076.00	
Digital Ad Campaign	3 ad campaigns (Facebook & Instagram)	\$15,000.00	
Radio Ad Campaign	189 ads @ \$32 ea.	\$ 6,050.00	
Dead on Arrival Film	Venue Rental	\$ 150.00	
	Advertising/Promotion	\$ 1,000.00	
OPAT Conference	Registration, travel, lodging, per diem	\$ 992.28	
		\$59,519.81	

EXHIBIT B



MOTION

SUBJECT: Prevention Subcontract

I move to approve the 2024 Overdose Prevention Subcontract between Wasco County and North Central Public Health District.

MANAGEMENT AGREEMENT

By and between COLUMBIA GORGE HUMANE SOCIETY, an Oregon non-profit corporation (CGHS) and WASCO County, a political subdivision of the State of Oregon (County), (together, the “Parties”).

In consideration for County providing use of the Animal Shelter property located at 200 River Road, The Dalles, OR to CGHS, together with the authority to manage and operate an animal shelter and licensing program pursuant to the Facility Use Standards attached as Exhibit B, the parties agree as follows:

Section 1. Term.

1.1 The original term of this Management Agreement (the “Agreement”, “Management Agreement”, or Contract”) shall be from March 15, 2024 through December 31, 2028 unless sooner terminated as hereinafter provided or in accordance with the terms of the Facility Use Standards (attached and incorporated as Exhibit B). So long as CGHS is not in default of any material terms of this Agreement or Facility Use Standards, this Agreement shall automatically renew for an additional five (5) year term.

1.2 So long as CGHS is not in default of any material terms of this Agreement or Facility Use Standards, this Agreement shall automatically renew for an additional five (5) year term.

1.3 Either party to this Agreement may terminate the Agreement by providing not less than a 90 day written notice to the other party.

1.4 With 30 day written notice the County or CGHS may revisit this Management Agreement and make adjustments with mutual written agreement.

Section 2. Consideration.

2.1 Upon Agreement. Upon execution, County shall pay CGHS the amount of \$25,000. County shall pay CGHS one additional payment of \$25,000.00 on or before September 1, 2024 so long as CGHS is not in material breach of this Agreement. County shall make the Shelter available to CGHS at no cost as consideration for the right to manage and operate the Wasco County Animal Control Shelter, herein referred to as "SHELTER" or “Premises”. Additionally, all funds and revenues for or associated with the Shelter’s operations, including without limitations, funds received from intake fees, surrenders, spay & neuters programs, donations, grants, dog licensing fees and service fees (subject to section 4.2 below), board and adoptions will go to CGHS.

Section 3. Animal Shelter Operations.

3.1 CGHS shall manage the animal shelter as a public non-profit animal shelter

in accordance with the Scope of Work attached and incorporated as Exhibit A and all applicable federal, state and generally accepted industry standards.

3.2 Except as provided in 4.3, relating to dog licenses, CGHS may establish and retain all revenues for or associated with the Shelter's operations, including without limitations, funds received from intake fees, surrenders, donation, grants, board and adoptions for purposes of funding the management and operation of the animal shelter and related programs.

3.3 Dogs brought to the shelter by an Animal Control Officer or designee (officer) for Wasco County shall be admitted at no charge and no dog will be turned away because of lack of kennel space. Acceptance of all other animals shall be at the discretion of CGHS.

3.4 Except in cases of severe injury or illness when euthanasia is the only reasonable course of action, a dog shall be impounded for at least seventy two hours unless first claimed by the keeper. A reasonable effort shall be made to notify the keeper of the dog in all circumstances. Dogs that are brought in by public authorities as strays shall be in the custody of CGHS, and upon meeting the statutory minimum hold time shall be available for adoption. Before a dog associated with any law enforcement or public health action is removed from impoundment CGHS shall contact the impounding agency and receive authorization for release of the dog. All dogs on hold for public health screening or dog bite cases will be held for the minimum amount of time required under Oregon law shall obtain permission from the public authority prior to release.

3.5 CGHS will refrain from interfering with any County enforcement proceedings and all investigations. Investigations and enforcement proceedings will be treated as confidential and CGHS employees and volunteers will refrain from public comment to the extent permitted by law.

3.6 Euthanasia of any animal will be the responsibility of the CGHS. All animal remains shall be disposed of in a proper and lawful manner.

3.7 Kennel space, occupancy, cleanliness and use shall be humane and consistent with generally accepted industry standards.

3.8 CGHS will send to County an annual accounting of the total number of dogs housed in the shelter for the prior year, including adoption and euthanasia rates and such other information as the County may require in the public interest. This accounting shall clearly identify the State, County, City, and agency from which the dog was released or impounded.

3.9 The Parties shall maintain the Shelter as set forth in Section 4 of the Facility Use Standards.. For new construction, making repairs or major renovations, CGHS will be responsible for acquiring zoning, planning and building approvals and permits, if necessary.

3.10 CGHS agrees to indemnify, save harmless and defend County, its officers,

agents, representatives and employees from and against all claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of or related to negligent acts or omissions of CGHS, its officers, employees, subcontractors or agents in connection with performance of this Contract. In the event any such action or claim is brought against County, CGHS shall, upon County's tender, defend the same at its sole cost and expense, promptly satisfy any judgment adverse to County or to County and CGHS jointly, and reimburse County for any loss, cost, damage or expense (including legal fees) suffered or incurred by County.

3.11 Fire/casualty insurance shall be provided as set forth in the Facility Use Standards. Otherwise, in conjunction with all services performed under this Contract CGHS shall obtain, maintain and furnish to the County, upon request, proof of the following:

- Commercial General Liability Insurance. A broad form commercial general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate of \$2,000,000 for bodily injury, personal injury or property damage. The policy shall have a contractual liability endorsement to cover CGHS's indemnification obligations under the Contract. The policy shall also contain an endorsement naming County as an additional insured, in a form satisfactory to County, and expressly providing that the interest of County shall not be affected by CGHS's breach of policy provisions.
- Workers' Compensation Insurance. Unless CGHS is exempt, CGHS shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. CGHS shall provide County with such assurances as County may require from time to time that CGHS is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.
- Comprehensive Automobile Liability. If CGHS will use a motor vehicle on a regular basis in the performance of the Services, CGHS shall maintain automobile liability insurance coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury or property damage for each motor vehicle owned, leased or operated under the control of CGHS for, or in the performance of, the services.

3.12 CGHS shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall CGHS or CGHS employees be considered employed by County. CGHS will provide all tools or equipment necessary to carry out this Agreement, and will exercise complete control in achieving the results Agreement in the Scope of Work. CGHS is solely responsible for its performance under this Agreement; for payment of any fees, taxes,

royalties or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. CGHS shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to County.

Section 4. Dog Licensing

4.1 CGHS is authorized to issue dog licenses in accordance with ORS 609.100 to 609.110. CGHS shall comply with ORS 433.340 to 433.390 and shall not issue a license for a dog until the CGHS has been provided with a current certification of a rabies inoculation issued and signed by a veterinarian.

4.2 Each CGHS employee authorized to process dog licenses shall be trained in proper procedures and compliance with laws and regulations. CGHS shall maintain evidence of such training, which shall be available for inspection by County on request.

4.3 CGHS may impose a dog license service fee of not to exceed 20% in addition to the dog license fee amounts set by ORS 609.100, as it may be amended. CGHS shall maintain all dog licensing and rabies vaccination fees in a separate fund less the administration fee, to be expended on costs reasonably attributable to providing statutorily mandated and authorized services as provided in ORS 609.110. CGHS shall provide to the County Treasurer a detailed monthly accounting of fund activity no later than the 10th day after the close of the prior month.

4.4 CGHS shall maintain appropriate records of all dog licenses issued. These records shall at a minimum comply with all statutory requirements including the name, address, and phone number of the person purchasing the license, a description of the dog, and a copy of a valid rabies certificate; the license number, issue date and expiration date, the rabies expiration date and if the dog is spayed or neutered and a record of all financial transactions.

4.5 CGHS shall provide 911 Dispatch with a list of all licensed dogs and their owners at least quarterly.

4.6 The Sheriff of Wasco County may suspend or revoke the authority granted herein to issue dog licenses granted herein in his or her sole discretion. Notwithstanding any other provision, CGHS shall comply with the terms and conditions of any dog control ordinance that may in the future be duly enacted by the County.

Section 5. County Obligations and Rights

5.1 The Wasco County Sheriff may inspect the shelter on a regular basis to ensure that dogs placed by County and City officials are being lodged and cared for in compliance with this Management Agreement and industry standards.

5.2 Law Enforcement officers shall have access to the facility after hours to lodge dogs. The Animal Control officers shall coordinate with and keep CGHS staff informed of

all such access.

5.3 County shall enforce the existing cell tower lease in a manner as to avoid unreasonable interference with shelter operations. County may grant further cell tower leases as provided in the donation agreement, provided such leases do not unreasonably interfere with operation of the shelter.

5.4 Nothing in this agreement obligates County to use the shelter or CGHS services. County may, in its sole discretion, commence operation of an animal shelter as a public service upon 90 days advance notice to CGHS.

5.5 This Agreement is expressly subject to the debt limitation for Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative only to that extent. In the event that sufficient funds shall not be appropriated for the payment of consideration required to be paid under the Agreement, and if County has no funds legally available for consideration from other sources, then County may terminate this Agreement.

Section 6. General Terms

6.1 Neither party may assign or subcontract its authority, rights or obligations under this Agreement without the written consent of the other party. CGHS shall not grant, permit or suffer any mortgage, lien, assessment or other encumbrance, excepting ad valorem real property taxes and similar governmental charges, on the Property without the written consent of County which may be granted or denied in County's sole discretion.

6.2 Both parties to this agreement shall hold each other harmless, indemnify and defend each other and their officers, employees and agents from and against all claims, suits, actions, losses, damages and expenses of any nature arising or resulting from our out of the actions, or failure to act, of either party, or their officers employees or agents. CGHS shall at all times maintain general liability insurance for its activities in an amount not less than the amount specified in ORS 30.272, as amended. County may require that it be provided proof of coverage.

6.3 In addition to any other remedy provided by law, either party may terminate this Agreement for material breach upon providing the other party with 60 days' written notice and opportunity to cure. The parties shall cooperate reasonably and in good faith to avoid a breach and to cure any breach. Notwithstanding this provision, County may suspend or revoke the authority of CGHS to issue dog licenses and rabies certifications immediately if the Sheriff declares that there is an immediate threat to public health or safety.

6.4 The Term of this Agreement is perpetual, except this Agreement shall terminate on the earlier of:

- a. As set forth in Section 1.1 of this Agreement;
- b. Mutual agreement of the parties;
- c. Cessation of animal shelter operations by CGHS. CGHS shall first provide County with a minimum of 180 days written notice of cessation. It is understood that cessation of animal shelter operations triggers the County's right of reentry; or
- d. Material breach as provided in paragraph 6.3.

Regardless of the basis for termination, the parties shall cooperate reasonably in good faith to provide for an orderly transition to another facility or winding down of operations.

6.5 Upon termination of the Contract for any reason, CGHS shall promptly and peaceably remove itself, its officers and employees from the Premises. CGHS shall leave County's property and equipment in good condition and repair and in good working order, reasonable wear and tear excepted. If CGHS fails to remove its property, County may, at CGHS's sole expense, remove the same to a public warehouse for storage or retain the same in its own possession. If such property is not claimed by CGHS within 10 days after the termination date, County may sell the same at public auction, the proceeds to be applied first to the expenses of removal, storage and sale, then to any sums owed by CGHS to County, with any balance remaining to be paid to CGHS. If the expenses of removal, storage and sale exceed the proceeds of sale, CGHS shall promptly pay such excess to County upon demand. All animals, other than those being held on behalf of County for impoundment, shall remain the obligation of CGHS. Termination of this Contract shall result in termination of CGHS's right to use or occupy Premises.

COLUMBIA GORGE HUMANE SOCIETY

Suny Simon

By: Suny Simon
Title: Board President

Date: 02 / 26 / 2024

WASCO County BOARD OF COMMISSIONERS

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Phil Brady, County Commissioner

Title	CGHS Management Agreement clean copy...
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 COMPLETED	02 / 26 / 2024 19:57:15 UTC	The document has been completed.

EXHIBIT A

5.0 SCOPE OF SERVICES

CGHS shall perform the service in adherence to these guidelines.

5.1 Shelter and Adoption Services Program Operation

- a. Shelter facilities must be within or a convenient distance from The Dalles.
- b. Shelter facilities shall be kept secure.
- c. CGHS will establish convenient public hours of access, including weekend hours and by appointment. Public hours must include being open at least twenty (20) hours per week that includes three (3) different days per week, including either a Saturday or a Sunday.
- d. Dogs in the Shelter will be treated with care and respect, and provided a clean, comfortable and healthy environment. An appropriate environment will be provided to minimize stress levels and address social and exercise needs. The health and welfare of the dogs is a foremost consideration.
- e. CGHS will develop and follow a clear set of protocols regarding Shelter admission and intake procedures, care and welfare of dogs, employee conduct and Shelter and adoption operations.
- f. CGHS will be familiar with the “*Guidelines for Standards of Care in Animal Shelters*”, published by the Association of Shelter Veterinarians and updated December 2022.
- g. Employees and volunteers will have training or experience appropriate to their positions.
- h. CGHS will utilize a shelter management information system of their choosing subject to meeting the minimal reporting requirements of County.

5.2 Dog Intake

- a. All dogs impounded by state, county and city officials and delivered to the Shelter shall be accepted, subject to 5.2e and 5.2f (below).
- b. Dogs are to be accepted without breed-specific barriers.
- c. Each dog will be assessed upon arrival in regard to physical condition, medical needs and initial behavioral observations.
- d. Dogs will be vaccinated, treated for fleas and worms, and groomed as necessary for the dog’s health and comfort.
- e. Dogs in medical distress may be rejected by the CGHS.
- g. Dogs will be assigned housing with consideration for species, sex, whether fertile, medical condition, behavior and temperament.
- h. A minimum of two (2) kennels shall be available 24/7 for law enforcement officials to drop off impounded dogs.
- i. Dogs will be held prior to eligibility for adoption, transfer to another dog welfare agency or placement with a rescue group. Minimum holding requirements are as follows.
 - i. Dogs that are unlicensed or for which the owner is unknown shall be held for 72 hours before being eligible for adoption, transfer or euthanasia.
 - ii. If a dog’s owner is known, the owner must be notified (voicemail, email, or written letter) within 24 hours and the dog must be held for 72 hours after notification to the owner before being eligible for adoption, transfer or euthanasia.

- iii. Dogs classified as potentially dangerous or under legal holds are subject to additional holding requirements.

5.3 Administration

- a. Public Shelter and adoption services will be operated according to a program budget. However, donations, Shelter fees and adoption revenues in excess of the projected amount specified in the contract will be revenue to the CGHS in addition to the contract amount.
- b. Accurate recordkeeping and tracking of individual dogs in the public Shelter and adoption program will be maintained by CGHS.
- c. CGHS will utilize a shelter / licensing management information system of its choice subject to the minimal reporting requirements of County.

5.4 Community Partnerships and Involvement

- a. Volunteers and foster families will be an important part of the public Shelter and adoption program. Participation in the program will be encouraged, and recruitment, screening, training and retention of fostering and Shelter and adoption volunteers will be provided by CGHS.
- b. A plan to encourage and receive donations will be developed and maintained by CGHS.
- c. Partnerships with community groups, veterinary service providers, other animal welfare agencies and rescue groups will be developed and maintained by CGHS.

5.5 Euthanasia

- a. CGHS should make every effort not to euthanize any healthy and adoptable dog.
- b. CGHS will make reasonable attempts to locate suitable community resources including rehabilitative or training resources, placing the dog with a rescue agency or transferring the dog to another animal welfare agency prior to making a determination to euthanize the dog.
- d. CGHS will develop and follow a clear protocol on the use of euthanasia.
- e. Euthanasia using the most modern and humane method available is to be carried out by certified Euthanasia Technicians under the provisions established by Oregon law.

5.6 Customer Services

- a. High quality customer service is a priority.
- b. Public lost and found reporting opportunities will be provided by CGHS.

5.7 Adoption, Placement or Transfer of Dogs

- a. Every reasonable effort shall be made to identify each dog's owner and return the dog to its owner prior to release through adoption, placement with a rescue agency or transfer to a dog welfare agency.
- b. A dog that has been released from CGHS through adoption will no longer be the responsibility of the CGHS.
- c. Adoption is to be promoted through a variety of outreach strategies including advertising, internet and offsite events.
- d. Dogs are to be spayed or neutered as a condition of adoption.

- e. All dogs required to be licensed within Wasco County are to be licensed prior to release from the Shelter.
- f. CGHS will maintain detailed records of dogs that are adopted, transferred to another animal welfare agency, foster family or placement with a rescue agency. These records shall be maintained for a minimum of 24 months.

5.8 Licensing

- a. CGHS will maintain detailed records (use of appropriate software is preferred) to allow for effective data management.
- b. Licensing program shall be maintained in a current and up-to date manner and in accordance with standards customary throughout the State.
- c. Licensing renewals shall be distributed to owners on a monthly basis.
- d. CGHS shall work with local veterinary offices to maintain the licensing program.
- e. CGHS will provide a license to any licensing management software to allow veterinary offices to issue licenses.

A stylized, handwritten signature in black ink, consisting of two large, overlapping loops.

02 / 27 / 2024

EXHIBIT B

FACILITY USE STANDARDS

1. **PERMITTED USE.** The Premises shall primarily be used as set forth in the Agreement, including for the purpose of providing dog kennels, animal adoption services, and other services provided by an animal rescue entity. The Premises shall be used for no other purposes without the prior consent of the County, which shall not be withheld unreasonably. Regardless of CGHS's obligations under the Contract, CGHS will house dogs and cats impounded due to state or local laws, ordinances or regulations. Premises are provided as-is. All fixtures located in or on the Premises as of the Contract start date shall be considered property of the County.

2. **RESTRICTIONS ON USE.** In connection with the use of the Premises, CGHS shall:

2.1. Conform to all applicable laws and regulations of any public authority affecting the Premises and the use of the Premises and correct at CGHS's own expense any failure of compliance created through CGHS's fault or by reason of CGHS's use. CGHS shall not be required to make any structural changes to effect such compliance.

2.2. Refrain from any activity other than their approved uses which would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent County from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing County to obtain reduced premium rates for long-term fire insurance policies, unless CGHS pays the additional costs of the insurance.

2.3. Reserved.

2.4. Refrain from loading the floors beyond the point considered safe by a competent engineer or architect.

3. **UTILITIES.** All utilities, including, but not limited to, lights, power, sewer, water and heat will be supplied and paid for by CGHS.

4. **REPAIRS AND MAINTENANCE.**

4.1. **COUNTY'S OBLIGATIONS.** The following shall be the responsibility of the County:

4.1.1 Repairs of the roof and gutters, exterior walls (including painting), bearing walls structural members, floor slabs, and foundation (Routine maintenance of these systems is the responsibility of CGHS).

4.1.2 Repair of the exterior water, sewage, gas, and electrical services up to the point of entry to the Premises (Routine maintenance of these systems is the responsibility of CGHS).

4.1.3 Repair of the plumbing system and electrical system, (other than ordinary maintenance) up to the point of entry to the Premises (Routine maintenance of these systems is the responsibility of CGHS).

4.1.4 Repair of the boilers, lighting facilities, fired or unfired pressure vessels, fire hose connections, fire sprinkler and/or sand pipe and hose, or other automatic fire extinguishing system, including fire alarm and/or smoke detection systems and equipment (Routine maintenance of these systems is the responsibility of CGHS).

4.2 CGHS'S OBLIGATIONS. The following shall be the responsibility of the CGHS:

4.2.1 Repair and maintain all interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, wiring and plumbing from the point of entry to the Premises and from the point of entry of any and all ancillary structures including, but not limited to, the yurt, outbuildings, tailers, etc.

4.2.2 Any repairs or maintenance necessitated by the negligence of CGHS and/or CGHS's Agents, including repairs and maintenance that would otherwise be the responsibility of County under Section 4.1.

4.2.3 Any repairs or alterations required under CGHS's obligation to comply with Legal Requirements.

4.2.4 Repainting of all interior walls of the Premises.

4.2.5 Maintain the Premises (and all sidewalks, driveways, curbs, hallways, gutters, and all other areas immediately surrounding the Premises) in good order and repair and in broom-clean condition.

4.2.6 Unless due to structural failure of the Premises, All glass, both exterior and interior to the Premises, is at the sole risk of CGHS, and any broken glass will be promptly replaced by CGHS with glass of the same size, kind, and quality.

4.2.7 All other repairs, alterations, or maintenance obligations to the Premises which County is not expressly required to make under this Agreement.

4.3. INSPECTION OF PREMISES. County shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. County will inspect the Premises at least annually. Failure of County to conduct annual inspection of the Premises does not relieve CGHS of its obligation to maintain and repair Premises.

4.4. REIMBURSEMENT FOR REPAIRS ASSUMED. Notwithstanding CGHS's obligation to make all repairs to the Premises, if either party fails or refuses to make repairs which are required of it, the other party may make the repairs and charge the actual costs of the repairs to the responsible party. Such expenditures by the County or the CGHS shall be reimbursed on demand together with interest at the rate of 9 percent per annum from the date of the expenditure by the non-responsible party. Such expenditures by CGHS must be collected directly from the County and shall not be withheld from rent. Except in an emergency creating an immediate risk of personal injury or property damage, neither party may perform repairs which are the obligation of the other party for the resulting expense unless at least 30 days before work is

commenced the defaulting party is given reasonable notice in writing outlining with reasonable particularity the repairs required, and such party fails within that time to initiate the repairs in good faith.

4.5. COUNTY'S INTERFERENCE WITH CGHS. Any repairs, replacements, alterations, or other work performed on or around the Premises by County shall be performed in a workman-like manner and in such a way as to not interfere as reasonably as possible with the use of the Premises by the CGHS. CGHS shall have no right to any claim against the County for any inconvenience or disturbance with the requirements of this provision.

5. ALTERATIONS. Except as provided for herein, CGHS shall make no improvements or alterations on the Premises without first obtaining County's written consent. All permanent improvements and alterations performed on the Premises by either the County or CGHS shall be the property of the County when installed unless the County has given written consent to the contrary.

6. FIRE INSURANCE. County shall keep the Premises insured against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. CGHS shall bear the expense of any additional insurance insuring the property of the CGHS on the Premises against fire and other risks, but CGHS shall not be required to insure its own property. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damages caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other.

7. LIENS. Except with respect to activities for which County is responsible, CGHS shall pay as due all claims for work done on and for services rendered or material furnished to the Premises and shall keep the premises free from any liens.



02 / 27 / 2024



MOTION

SUBJECT: Humane Society Agreement

I move to approve the Columbia Gorge Humane Society Management Agreement.



INTERNATIONAL DARK SKY WEEK, 2024

A PROCLAMATION

WHEREAS: Oregon holds the largest area of pristine night skies in the contiguous 48 states; and

WHEREAS: The experience of standing beneath a starry night sky inspires feelings of wonder and awe, and encourages stewardship of our shared environment and our magnificent dark skies; and

WHEREAS: Dark skies are an integral aspect of the sustainability of Oregon's wild ecosystems as a key environmental factor in bird migration, insect pollination, and human sleep patterns; and

WHEREAS: Oregon's dark skies are a significant natural resource, with two accredited Dark Sky Places to date—Prineville Reservoir State Park and Sunriver; and

WHEREAS: Two cities in Wasco County, Antelope and Mosier, are applying for Dark Sky Certification through DarkSky International, and

WHEREAS: Astro-tourism, including star gazing, astronomy star parties, and dark sky photography, is an evolving facet of outdoor recreation with real economic benefits for communities across Oregon, and which promotes the mitigation of light pollution; and

WHEREAS: International Dark Sky Week is observed in April on the week of the new moon.

NOW, THEREFORE: We, the Government of Wasco County, Oregon, hereby proclaim **April 2-8 2024** to be **International Dark Sky Week** in Wasco County, Oregon and encourage all citizens to join in this observance.

Dated this 6th Day of March, 2024.

Wasco County Board of Commissioners

Steven D. Kramer, Chair

Scott C. Hege, Vice-Chair

Philip L. Brady, County Commissioner



MOTION

SUBJECT: Dark Sky Proclamation

I move to proclaim April 2nd through April 8th, 2024 as Dark Sky Week in Wasco County and call upon all Wasco County citizens to join in its observation.



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
FEBRUARY 21, 2024

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
Tyler Stone, Administrative Officer

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

Discussion Item – Youth Think/City of The Dalles Funding Agreement

Prevention Coordinator Debby Jones reviewed the memo included in the Board Packet. She explained that while we have been receiving funding from the City in support of Youth Think programs operating in The Dalles, this is the first year the funding has been formalized through an agreement. We have already made a request for funding for the upcoming fiscal year.

{{{Vice-Chair Hege moved to approve the Intergovernmental Funding Agreement between the City of The Dalles and Wasco County in support of the Youth Think Program. Commissioner Brady seconded the motion which passed unanimously.}}}

Discussion Item – Appointments

REDD ZONE MANAGER

Mid-Columbia Economic Development District Deputy Director Carrie Pipinich reviewed the memo included in the Board Packet. She noted that RRED Zone agreements already in place are in need of some work to move them forward in the process. It is just one company with two projects.

{{{Commissioner Brady moved to approve Resolution 24-001 designating Mid-Columbia Economic Development District as Wasco County's Rural Renewable Energy Development Zone Manger. Vice-Chair Hege seconded the motion which passed unanimously.}}}

WHITE RIVER HEALTH DISTRICT BOARD OF DIRECTORS

White River Health District Board Chair Sue Knapp reviewed the letter of request included in the Board Packet.

Commissioner Brady stated that this is an excellent appointment. He asked if it is a requirement that Board members live within the Health District boundaries. Ms. Knapp responded affirmatively.

Vice-Chair Hege commented on the high quality of the applicant, congratulating the District on a successful recruitment.

{{{Vice-Chair Hege moved to approve Order 24-004 appointing Sheila Murphy to Position #2 on the White River Health District Board of Directors. Commissioner Brady seconded the motion which passed unanimously.}}}

DISCOVERY CENTER BOARD OF DIRECTORS

Commissioner Brady explained that, earlier this year, he had joined the board of the Discovery Center as a citizen. The Board determined that since historically, Wasco County has had a Commissioner serving as a Wasco County representative, the appointment would be better if made on Wasco County's recommendation as their representative. Commissioner Brady stated that he then resigned his appointment to the Discovery Center Board. The County has since received a request to have Commissioner Brady nominated by the County to serve as their representative.

Some discussion ensued regarding the name of the entity to which Commissioner Brady would be appointed. It was determined that the name should be "Columbia Gorge Discovery Center and Historical Museum."

{{{Vice-Chair Hege moved to approve Order 24-004 appointing Phil Brady to represent Wasco County on the Columbia Gorge Discovery Center and Historical Museum Board. Commissioner Brady seconded the motion which passed unanimously.}}}

Discussion Item – Finance Report

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

Commissioner Brady observed that at the last session the Board approved

direction for Kramer Field expenditures related to maintenance equipment, materials, and staffing. He asked what impact that will have. Mr. Middleton replied that those expenditures will come out of the General Fund. We anticipated the costs and therefore they were built into the budget. In the new budget, those costs will also be taken into account and we will build resources into the budget.

Consent Agenda – 2.7.2024 Minutes; 2.20.2024 Minutes

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

Vice-Chair Hege announced that at the last Urban Renewal Board meeting, a project was approved for the Blue Building. It has been sold to a private party with plans to develop it as a commercial building with 9 residential units. It is a \$4 million project with a start date about 6 months out.

Agenda Item – Mid-Columbia Economic Development District

TRANSPORTATION GRANT APPLICATION

Mid-Columbia Economic Development District Executive Director Jessica Metta reviewed the memo included in the Board Packet. She explained that MCEDD can apply directly; however, if the County applies, we get a more favorable match rate.

{{Vice-Chair Hege moved to authorize MCEDD to develop the application for the 5310 grant on behalf of Wasco County in support of the Red and Blue Lines operating in The Dalles, Oregon.}}

OREGON INVESTMENT BOARD RECOMMENDATION

Ms. Metta reviewed the memo included in the Board Packet. She stated that Jorge Barragan has been an excellent member of the Board; Mr. Cole, Wasco County's other representative, has moved away. She noted that the Governor's Office prioritizes diverse candidates.

Chair Kramer asked for MCEDD's recommendation. Ms. Metta noted that Ms. Meyers is Latino and there is currently only one woman on the Oregon Investment Board.

Commissioner Brady pointed out that Mr. Barragan is also Latino. He said he would appreciate the diversity of the business perspective and would

recommend Ms. Fix for the position.

Vice-Chair Hege said he thinks either would do a fantastic job.

{{{Commissioner Brady moved to recommend Kristyn L. Fix to serve on the Oregon Investment Board. Vice-Chair Hege seconded the motion which passed unanimously.}}}

Agenda Item – Code Compliance Ordinance Hearings

AMENDED CODE COMPLIANCE ORDINANCE HEARING

At 9:30 a.m., Chair Kramer opened a hearing for 921-23-000173, a review of a recommendation by the Wasco County Planning Department for a legislative hearing to consider approving revisions to the Wasco County Code Compliance and Nuisance Abatement Ordinance. He went on to explain the process and procedure for the hearing.

Chair Kramer asked if any Commissioner wished to disqualify themselves for any personal or financial interest in this matter. There were none.

Code Compliance Officer Ted Palmer stated that the updates are to an existing ordinance that is 15 years old. He said that all previous Code Compliance Officers have worked on updates with a focus on enforcement. The goal is to make it clear and concise as well as improving enforcement procedures. Staff has updated the mark-up as requested by the Board.

Vice-Chair Hege said that the basic reason for this work is that we have had some challenging code compliance issues - most recently the disassembly of a manufactured home in Tygh Valley for which we have received a lot of complaints. Addressing that has taken an extended amount of time. These updates are to allow us to more efficiently and effectively deal with these issues. We are not proposing big changes; however, seeing things like unstacked firewood as a violation can be alarming. This program is complaint driven; staff is not out looking for violations. He asked how that is codified in the ordinance.

Planning Director Kelly Howsley-Glover replied that the complaint driven idea is a policy statement. A few years ago we eliminated the ability of anonymous complaints and developed policy to prioritize complaints with life/safety being the top priority. We have a couple of decades-old cases that took up a lot of time. We do not have any intention to change that policy. There is an exception to voluntary compliance - that is for conditional use permits. That exception is to

eliminate impacts to adjacent uses such as farm use. The one we most commonly evaluate is medical hardship. We contact them to come to compliance. In addition, the National Scenic Area (NSA) Management Plan requires us to do a 5 year look back to make sure properties remain in line with what was permitted.

Vice-Chair Hege asked if the policy is in writing. Ms. Howsley-Glover replied that she believes it is in the original ordinance. Vice-Chair Hege pointed out that it is not in this ordinance. Ms. Howsley-Glover said they can provide examples of cases we pursue. Vice-Chair Hege suggested that perhaps the public was not aware previously; now they read it and it seems overreaching.

Vice-Chair Hege pointed out that the Ordinance title is removing "nuisance abatement." He asked why that language is being removed. Mr. Palmer answered that it is to shorten it a bit but mostly because abatement is the last resort after all other avenues have been exhausted. Abatement is not the primary goal.

Vice-Chair Hege said that the mark-up had a number of people who worked on it so it became confusing. He said that staff did a good job of making it less confusing, nevertheless it is still confusing. He said that he had to look at the current ordinance on the website to try to decipher the changes. He said it was the moving of language from one section to another that added to the confusion. From his perspective, not a lot is changing from what we already had.

Vice-Chair Hege said that one item in the authority section added the NSA plan; he asked why. Ms. Howsley-Glover responded that the Plan is the policy document that informs our NSA Land Use and Development Ordinance (NSA LUDO). We want the public to be aware that they are tied together by federal law. Vice-Chair Hege observed that in some places it is confusing when it is and is not enforced in just the NSA. Ms. Howsley-Glover stated that there are some areas where we may enforce fencing but not in most areas outside the NSA.

Vice-Chair Hege stated that there are a number of changes in the purpose statement, i.e. to promote public health, safety, convenience, etc. He asked what is meant by "convenience." Mr. Palmer replied there was a crossover from the LUDO and he combined those. Vice-Chair Hege said it is not clear who the convenience is for. He said he understands the fire hazards but asked what natural disasters have to do with codes enforcement. Ms. Howsley-Glover answered that one of the statewide land use goals (#7) is natural hazards. We have to evaluate those impacts. One of the new areas is enumerating environmental hazards such as overgrowth due to an absentee landowner. We

have people build too close to a riparian area which erodes the soil and can contribute to flooding. Vice-Chair Hege asked about the language “to encourage the most appropriate use of land,” saying that seems subjective. Ms. Howsley-Glover replied that it is determined by Statute and Oregon Administrative Rules. We can be more restrictive not less. It could also be federal legislation. She pointed out that it also goes through a process with citizens. We recently did that with the Comprehensive Plan; it is a consensus based process. Vice-Chair Hege asked if the language is intended to dictate use. Ms. Howsley-Glover responded that it is not.

Vice-Chair Hege noted that section 1.040 this was in the prior ordinance. It says that these things are suspended or repealed. He said that it seems they have already been repealed and it is not necessary to state that here. Ms. Howsley-Glover leaving that in was due to legal counsel advice.

Vice-Chair Hege said that the ordinance talks about scope: all unincorporated areas in the county; elsewhere it says all areas in Wasco County. He asked if that is around solid waste. Mr. Palmer said that he thinks that the language is also in the current ordinance and has been combined. Ms. Howsley-Glover said she would recommend looking at that for a future update. Chair Kramer added that the Solid Waste Ordinance is also being updated

Vice-Chair Hege said that Section 2.020 is around Solid Waste/Junk Nuisance. He asked if red means it is new language. Mr. Palmer said red means it was moved from somewhere else in the ordinance. A lot of that language has been moved from one section to another; subsections a. and b. were shortened to sum up the goal of that section.

Vice-Chair Hege said we might think about how this is done in the future for clarity. Storage and collection of non-trash items such as wood pallets, unstacked fire wood, usable vehicle parts, etc. under D within urban growth areas or non-resource use in LUDO or NSA LUDO has a ceiling of 5 or more tires. He said he understands the issues with tires, but 5 tires seems too little. Ms. Howsley-Glover explained that comes from DEQ state standard.

Vice-Chair Hege said Section 2.030 calls out any grading over that for necessary or normal maintenance. He asked what that means. Mr. Palmer said we are talking about developing beyond normal maintenance without permit. Vice-Chair Hege asked about the language around Surveying. Mr. Palmer stated that is for test pits, etc.

Commissioner Brady commented that looking at the big picture it is a social contract. Instead of fighting with our neighbor we defer to the Government to regulate that. On the other side, we do not want the government to have too much power over what we can do with our property. We have to find a way to balance that. He said he understands the right to farm legislation which prevents complaints about farming that was already in place.

Chair Kramer opened the floor to public comment.

Bill Mead of Maupin said he thinks Vice-Chair Hege addressed most of our questions. He said he would like for the Ordinance to be rewritten for the farming section. Some of it is too much for the farmer. There is farm equipment that is only used occasionally; according to the Ordinance it has to be gotten rid of which is not fair. Rural residential and city is different than farming.

Vice-Chair Hege asked if there are issues outside of the farm equipment. Mr. Mead said he has a stack of pallets; some farmers have tires that they are using for erosion prevention. He said he understands DEQ's stance regarding a stockpile of tires as they do decompose. As for the equipment, he said, there is some old equipment such as a plow he has that he may not use for 7-8 years but will need it then. He said most farmers are environmentally sound or they would not be farming.

Bill Ketchum of The Dalles pointed out that while the advertisement for these updates met state statute, there are more ways to hit your target audience. We need better communication. The changes are impossible to track. We need to do better. The ordinance needs to include the fact that enforcement is complaint driven. "Subjective" and "objective" need to be defined. He urged the Board to not approve today. He provided a written statement (attached).

Chuck Ashley of The Dalles provided a written document of his comments (attached) which he reviewed.

Marybeth Richman read statement (attached).

John Creel of Tygh Valley referenced processes he followed in his career as a public servant, stated that there has not been enough education for the ordinance. In addition, the ordinance needs better engineering and the enforcement piece is unclear. He said he would step back and do some education and engineering and clarify the penalties; the community is not comfortable with this.

Chair Kramer asked if anyone had anything new to add.

Wayne Odem of Maupin said that his concern is that a lot of this needs to be rectified but some of this is only important to those making the rules. These farmers have to make decisions in a timely manner. There is no reason, for this to not be condensed. The program cannot operate under these rules.

Darlene France of Dufur said that the aerial observation should be looked into.

Josh Thompson commented that the environmental section has too much room for interpretation. The Ag section is basically is redundant to other laws in existence. The Discharge section needs more definition of sewage; it currently includes animal waste which farmers use for fertilizer. Discharge of prohibited substances including ground water it is a loose definition. It also includes air conditioning water which will freeze if pumped outside.

Charlotte Sallee said this has to be addressed and deeply reviewed.

Lanny Matiere of Antelope thanked the Board for the opportunity for a hearing. He said there should be another so they can get the notice out to their neighbors and have a bigger space for the hearing. He commented that there are a lot of Land Use rules; some we have been noticed on and some not. Our tax money goes to create that information and it appears that you use it to chase other money from other government agencies that require you to pass these laws to control us. He said the Board is beating citizens over their heads with their own money. Instead of all this complication, he said the Board needs to be the hero and repeal something; get rid of the planners we do not need. One day we will not be able to have private property anymore. If we do not have control of our homes, we cannot control our communities and families. We have problems with the state - we have a governor that is woke. Mr. Matiere continued to make further political statements.

Marilyn Clifford noted that on page 56 it states that an error in name of the owner shall not void lien. She said that it is not the owners fault if County staff gets the name wrong.

Vice-Chair Hege asked if staff had any response. Ms. Howsley-Glover said that perhaps it would be helpful to be clear that our Code Compliance program has a direct relationship to Land Use Planning which contains those exemptions for farming. She said it is pretty easy for staff to identify those complaints and

dismiss them easily. These violations do not happen on farm land; they happen in our densely populated rural residential areas such as Pine Hollow and Tygh Valley, etc. We have had farm complaints but they usually are dismissed. People moving in next to a farm have to sign a document acknowledging the farm rights and promising not to sue. We are seeing things done without permit. She said she appreciates the community testimony. One of the goals in this plan is to offer clarity and streamline enforcement. It has been tremendously frustrating to have decades-long cases. We want to be clear about the procedure. The ordinance has many steps we have to take before we can levy fines.

Vice-Chair Hege asked if the farm use provision could be made clear in the Ordinance. Ms. Howsley-Glover stated that it is in the connection to other documents. Every legislative session sees changes requiring us to update documents. We try to reference when we can so that there are no misalignments. We could produce material that would help citizens understand better. I would caution trying to bloat this document. Vice-Chair Hege said he thinks the farm provision is important to include.

Mr. Thompson said that if that provision was clarified, this room would not be full. It would be beneficial to add that language.

Jennifer Ashley of The Dalles said she understands the logic behind referencing. It could be added as a footnote at the end which could be easily changed.

Chair Kramer closed the hearing at 10:49 a.m.

DELIBERATION

Chair Kramer said that it is clear that we have some issues to address and will need another meeting.

Commissioner Brady thanked the public for their participation. We have had a lot of good feedback on things that can be improved. He asked how much time would be needed before bringing this back.

Vice-Chair Hege said he would look to Planning for the best path forward to gather input. Perhaps a meeting outside of the Board of Commissioners and then bring it back - that would be helpful. He said he would not be ready to make a decision today. He suggested that staff may need time to think about it. Ms. Howsley-Glover said that if we open the document, we would need to get Commission approval and budget approval to move forward to a county wide

process. That is a years-long process. A mailing would be \$5,000. If that is the direction, we are happy to do that. The consequence of not passing it now is that it will continue to make it difficult for staff to address pressing cases. We can bring that project to the next meeting.

Commissioner Brady suggested that we take one more round on the present document without opening everything. If that is not satisfactory, we can broaden the scope.

Vice-Chair Hege said that maybe we do need to make further changes, but he thinks Commissioner Brady's suggestion makes sense. The reality is that there are a lot of things that are not changing; we just need to clarify. He asked if the Planning Commission could work on this. Ms. Howsley-Glover said they could. She asked what the Board is suggesting the scope to be. If we address all that we have heard today, we have to broaden the scope to county wide.

Vice-Chair Hege said he does not want to create a huge process. He said thinks that the changes are not that many and there needs to be education. Ms. Howsley-Glover asked if the Board is giving staff discretion to come up with a proposal. Vice-Chair Hege said he would support that. Ms. Howsley-Glover stated that it is their intent to make this more of an interactive process; they have already cleaned up a lot of the procedural aspect. She added that they don't want another decade to pass before it is updated again. This should be a document that we will continue to update.

Vice-Chair Hege stated that it needs to be clear that this is this complaint driven and we are not out looking for unstacked wood. That is not clear in the ordinance.

Commissioner Brady asked if Planning could provide a clean copy to the Board in the interest of making it more readable and understandable. Ms. Howsley-Glover responded affirmatively. She said they did the mark up to keep the Board from having to compare and contrast. We tried to do the revision cover sheet as a tool to assist in reviewing the changes. She said perhaps an annotated version would be better; that could be accomplished in 6 months.

Deliberations concluded at 11:02 a.m.

*****The Board was in consensus to postpone the second reading of the Wasco County Code Compliance and Nuisance Abatement Ordinance and to reconvene on March 20th to hear an update from Planning staff regarding**

the scope of work.***

CODE COMPLIANCE PENALTY ORDINANCE HEARING

At 11:06 a.m., Chair Kramer opened a hearing for 921-23-000174, a review of a recommendation by the Wasco County Planning Department for a legislative hearing to consider adopting the Wasco County Code Compliance Penalty Ordinance. He went on to explain the process and procedure for the hearing.

Chair Kramer asked if any Commissioner wished to disqualify themselves for any personal or financial interest in this matter. There were none.

Chair Kramer noted that with the delay of the related Code Compliance and Nuisance Abatement Ordinance, it would not be useful to hold the second hearing for the Penalty Ordinance.

The Hearing was closed at 11:09 a.m.

DELIBERATIONS

*****The Board was in Consensus to reopen the hearing for the Code Compliance Penalty Ordinance at the March 20, 2024 Session of the Board.*****

Agenda Item – Humane Society Presentation

Sunny Simon, Board President of the Columbia Gorge Humane Society (CGHS), stated that they have a 6-member board with plans to add a 7th member. Current Board Members are Seth Bradley, Breanna Wimber, JR Frakes, Kelly Howsley-Glover and Bradley Cross. She reviewed their mission and values statements and said they plan to set themselves apart from the previous shelter. She outlined a number of aggressive fund-raising campaigns they have planned. She said they have a vet onboard to do spay and neuters one day each month. They are looking at grant funding and have started a website to make it easier to donate. She said they plan to nurture community relationships and support and hope to give 10-15 spay/neuter vouchers each month. They also want to hold vaccination clinics and issue dog licenses. She explained that having to pay for an office visit for those items is a barrier.

Ms. Wimber stated that in the past Home at Last did can and bottle collection which provided about 50% of their funding. There have been problems with the collection trailers deployed around the community. CGHS's plan is to sell logo

space on the trailers and deploy them at events such as the Wasco County Fair. This is an ongoing effort and we will need to have community stakeholders to make it sustainable. Getting strays off the street is in everyone's best interest.

Ms. Simon noted that Home at Last can only make it to about March 10th.

Vice-Chair Hege asked what the County's role is in this.

Mr. Stone replied that he has been focused on transitioning the deed back to the County's ownership; we need to bring the assets back to the County. The deed had a reversionary clause and documents have been signed to get it back into County ownership. In addition, the County has purchased the equipment from Home at Last for use by the new entity. The City of The Dalles and Wasco County will have to participate in funding; the County will be for start-up costs and the City will be ongoing.

Vice-Chair Hege asked if we will have a lease agreement with CGHS. Mr. Stone said his intention is to have a lease agreement, management agreement, and operations agreement. Those are being worked on now.

Ms. Simon said that rebranding and establishing a 501(3)(c) is expensive. They are doing all they can to raise funds and access grant opportunities. CGHS will need to have at least \$50,000 for start-up costs.

Commissioner Brady asked if they are an independent organization. Ms. Simon answered that they are. Commissioner Brady stated that the juvenile inmates at NORCOR used to help with the bottle and can project.

Mr. Stone said that time is of the essence as Home at Last will not be able to continue.

*****The Board was in consensus to provide \$50,000 to help cover start-up costs for the Columbia Gorge Humane Society.*****

Commission Call

Commissioner Brady said that Friends of the Gorge is working on a trail that goes from Mosier to The Dalles with shorter hiking loops at either end. He provided an informational document (attached) on the project. He noted that the County's recently purchased 159 acres can be a part of that.

Commissioner Brady announced that he would be traveling to Washington D.C. with the Community Outreach Team.

Chair Kramer said he is still waiting for legislative actions to settle in Salem. He continues to work on the Resolution Center and has requested a meeting with the Governor.

Chair Kramer adjourned the meeting at 11:30 a.m.

Summary of Actions

MOTIONS

- **To approve the Intergovernmental Funding Agreement between the City of The Dalles and Wasco County in support of the Youth Think Program.**
- **To approve Resolution 24-001 designating Mid-Columbia Economic Development District as Wasco County's Rural Renewable Energy Development Zone Manger.**
- **To approve Order 24-004 appointing Sheila Murphy to Position #2 on the White River Health District Board of Directors.**
- **To approve Order 24-004 appointing Phil Brady to represent Wasco County on the Columbia Gorge Discovery Center and Historical Museum Board.**
- **To approve the Consent Agenda: 2.7.2024 Regular Session Minutes; 2.20.2024 Special Session Minutes.**
- **To authorize MCEDD to develop the application for the 5310 grant on behalf of Wasco County in support of the Red and Blue Lines operating in The Dalles, Oregon.**
- **To recommend Kristyn L. Fix to serve on the Oregon Investment Board**

CONSENSUS

- **To postpone the second reading of the Wasco County Code Compliance and Nuisance Abatement Ordinance and to reconvene on March 20th to hear an update from Planning staff regarding the scope of work.**
- **To reopen the hearing for the Code Compliance Penalty Ordinance at the March 20, 2024 Session of the Board**

Wasco County
Board of Commissioners

Steven D. Kramer, Commission Chair

Vice-Chair Hege C. Hege, Vice-Chair

Philip L. Brady, County Commissioner

DRAFT



MEMORANDUM

SUBJECT: REQUEST TO VACATE A PORTION OF H STREET – WITHIN THE FRUITLAND PARK ADDITON

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ARTHUR SMITH

DATE: MARCH 6, 2024

The Wasco County Public Works has received a properly prepared petition by landowners to vacate approximately 925 feet of H Street, within the Fruitland Park Addition, located between Cherry Heights Road and Kingsley Street West, The Dalles, Oregon, Section 5, Township 1 North, Range 13 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 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.

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.

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 "H" STREET
ACROSS TAX LOT 1N13E 5AA 1500 AND
TAX LOT 1N13E 5AA 1700

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.

NOT NEEDED

REASON TO VACATE EVERYONE CONNECTED TO IT HAVE ANOTHER ACCESS
FROM OTHER STREETS
(AND IT GOES DIRECTED THRU JEFF MINNICK'S HOUSE)

LIST OF ALL ABUTTING LANDOWNERS

ADDRESS

<u>SUSAN WOLF</u>	<u>1840 W. 16th ST.</u>
<u>JEFF MINNICK</u>	<u>1830 W 16th ST</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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: "H" STREET

NAME OF PETITIONER/ADDRESS SUSAN WOLF
1840 W. 16th ST
THE DALES, OR 97058

[Signature]
Signature

STATE OF Oregon

COUNTY OF Wasco

DATE 11/3, 19 2023

Personally appeared the above named Susan Wolf

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



Sandra Gay Smith


Notary Public for Oregon (State)

My Commission Expires: 5/3/2024

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

PETITIONED ROAD: "H" STREET

NAME OF PETITIONER/ADDRESS JEFF MINNICK
1830 W. 16th ST
THE DALES OR 97058


Signature

STATE OF Oregon

COUNTY OF Wasco DATE 12/15, 19 2023

Personally appeared the above named Jeff minnick

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

Sandra Gay Smith



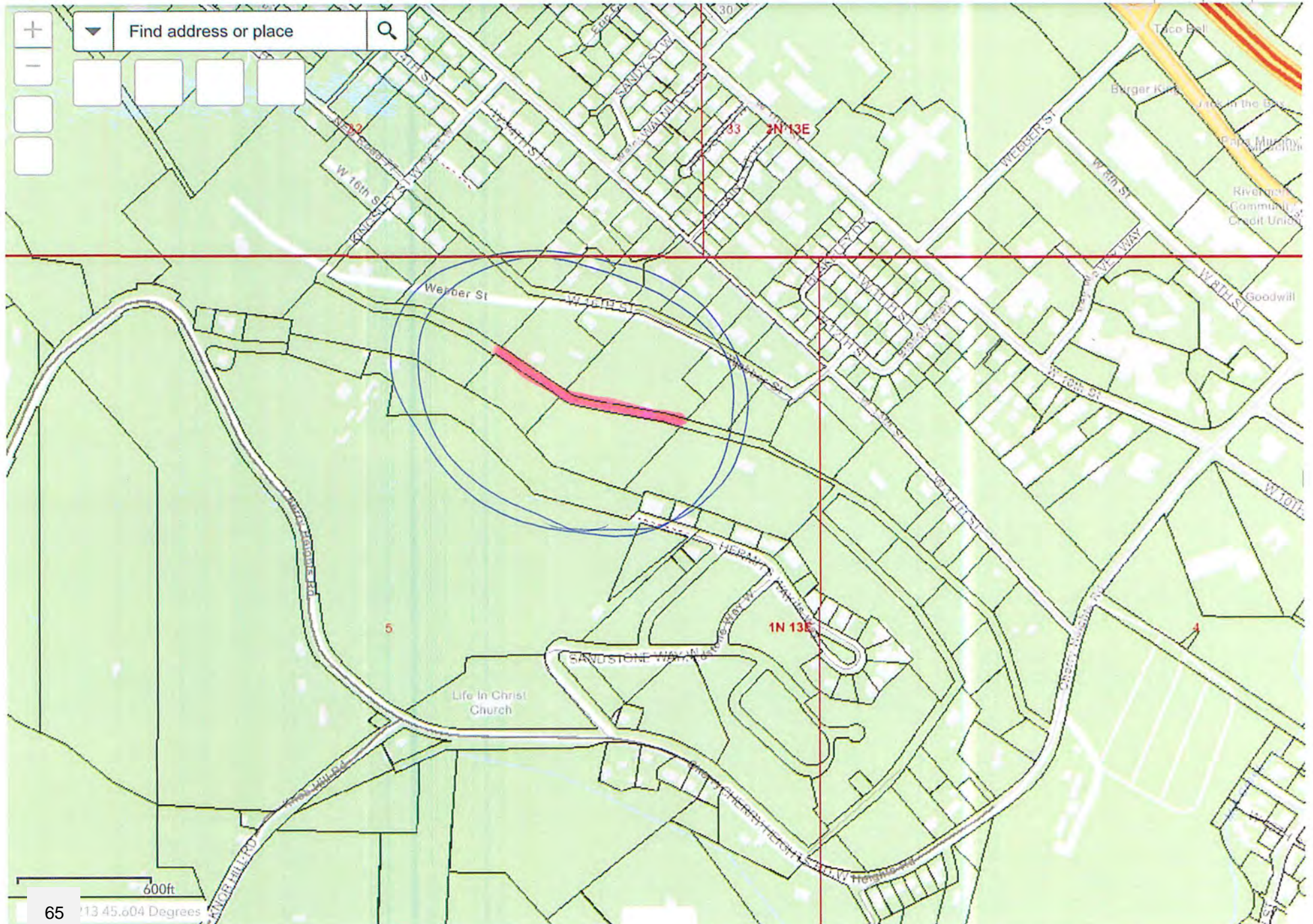
Notary Public for Oregon (State)

My Commission Expires: 5/3/2024

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

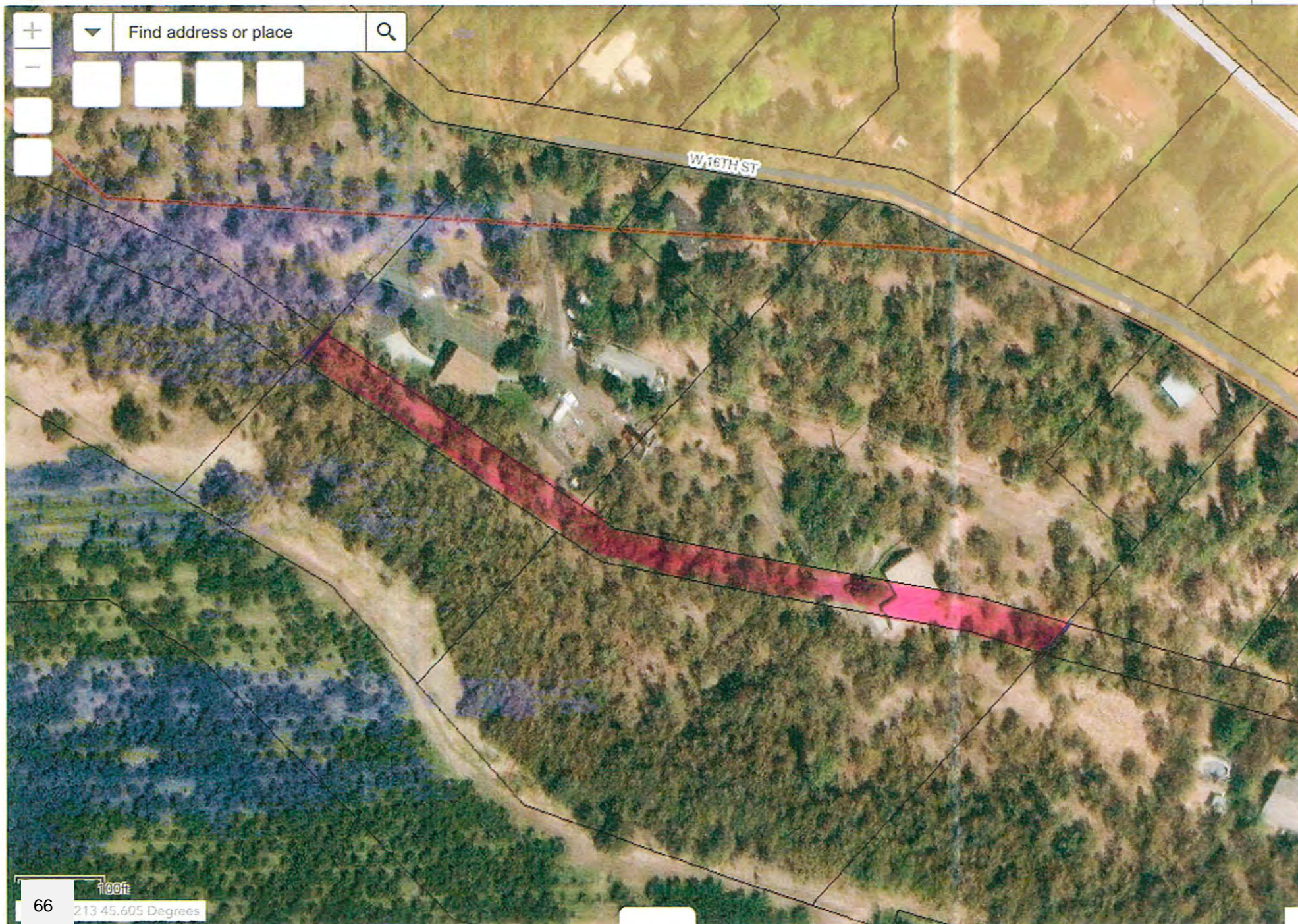


H Street, Fruitland Park Add,





H Street, Fruitland Park Add.





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 A REQUEST TO VACATE A PORTION OF H STREET WITHIN THE FRUITLAND PARK ADDITION.

ORDER #24-006

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

Approximately 925 feet of H Street, within the Fruitland Park Addition, located between Cherry Heights Road and Kingsley Street West, The Dalles, Oregon, Section 5, Township 1 North, Range 13 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 6th Day of March, 2024

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: Road Vacation Report

I move to approve Order 24-006 directing the Public Works Director to prepare a report for the request to vacate a portion of H Street within the Fruitland Park Addition.