

**AGENDA****SPECIAL CITY COUNCIL MEETING****DECEMBER 16, 2024****5:30 p.m.****CITY HALL COUNCIL CHAMBER****313 COURT STREET****&****LIVE STREAMED****[https://www.thedalles.org/Live\\_Streaming](https://www.thedalles.org/Live_Streaming)**

To speak online, register with the City Clerk no later than noon the day of the council meeting. When registering include: your full name, city of residence, and the topic you will address.

Upon request, the City will make a good faith effort to provide an interpreter for the deaf or hard of hearing at regular meetings if given 48 hours' notice. To make a request, please contact the City Clerk and provide your full name, sign language preference, and any other relevant information.

Contact the City Clerk at (541) 296-5481 ext. 1119 or [amell@ci.the-dalles.or.us](mailto:amell@ci.the-dalles.or.us).

1. CALL TO ORDER
2. ROLL CALL OF COUNCIL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. PRESENTATIONS/PROCLAMATIONS

A. Proclamation – Canvas the Vote

6. AUDIENCE PARTICIPATION

During this portion of the meeting, anyone may speak on any subject which does not later appear on the agenda. Up to three minutes per person will be allowed. Citizens are encouraged to ask questions with the understanding that the City can either answer the question tonight or refer that question to the appropriate staff member who will get back to you within a reasonable amount of time. If a response by the City is requested, the speaker will be referred to the City Manager for further action. The issue may appear on a future meeting agenda for City Council consideration.

7. CITY MANAGER REPORT
8. CITY COUNCIL REPORTS

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**CITY OF THE DALLES**

"By working together, we will provide services that enhance the vitality of The Dalles."

9. PUBLIC HEARINGS

- A. Establishment of Reimbursement District and Fees for East 9th Street Sanitary Sewer Main Improvements

10. CONTRACT REVIEW BOARD ACTIONS

- A. Recommendation for Award of the 6th Street Widening, Contract No. 2024-010

11. ACTION ITEMS

- A. Adopting Resolution No. 24-030 Establishing Budgetary Policy for the Appropriation of Strategic Investment Program Taxes and Revenues from the 2021 SIP Agreement with Design, LLC
- B. Authorizing the City Manager to Execute an Intergovernmental Funding Agreement with Wasco County for Transfer of a Portion of the City's Opioid Settlement Funds
- C. Adoption of Mill Creek Watershed Forest Stewardship Plan
- D. Adopting Special Ordinance No. 24-605 Accepting Real Property on West 6th Street for Public Street Purposes

12. EXECUTIVE SESSION

In accordance with ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

- A. Recess Open Session
- B. Reconvene Open Session
- C. Decision, if any

13. ADJOURNMENT

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This meeting conducted VIA Zoom

Prepared by/  
Amie Ell, City Clerk

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**CITY OF THE DALLES**

"By working together, we will provide services that enhance the vitality of The Dalles."

**PROCLAMATION**

**WHEREAS**, at a General Election held in the State of Oregon on November 5, 2024, in the City of The Dalles, Oregon, there was submitted to the voters, the candidates for office of Councilor Position #2, Councilor Position #4, and Councilor Position #5.

**WHEREAS**, the City Council of the City of The Dalles has canvassed the results of said election and has found as follows:

<b>COUNCILOR POSITION #2</b>	<b>TOTAL VOTES CAST</b>	<b>4068</b>
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Ben Wring	4001
Write In	67

<b>COUNCILOR POSITION #4</b>	<b>TOTAL VOTES CAST</b>	<b>5558</b>
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Debra Liddell Gomez	2207
Dan Richardson	3328
Write In	23

<b>COUNCILOR POSITION #5</b>	<b>TOTAL VOTES CAST</b>	<b>4290</b>
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Rod Runyon	4149
Write In	141

**NOW, THEREFORE**, I, Richard A. Mays, Mayor of the City of The Dalles, do hereby proclaim at the General Election held November 5, 2024, the following:

1. Ben Wring was elected Councilor Position #2 of the City of The Dalles.
2. Dan Richardson was elected Councilor Position #4 of the City of The Dalles.
3. Rod Runyon was elected as Councilor Position #5 of the City of The Dalles.

**SIGNED AND DATED AT THE DALLES, OREGON, THIS 16<sup>th</sup> DAY OF DECEMBER, 2024.**

SIGNED: \_\_\_\_\_  
Richard A. Mays, Mayor

ATTEST: \_\_\_\_\_  
Amie Ell, City Clerk



## AGENDA STAFF REPORT

### AGENDA LOCATION: Item #9A

**MEETING DATE:** December 16, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Dave Anderson, Public Works Director

**ISSUE:** Adoption of Resolution No. 24-034 Establishing Fees for the East 9<sup>th</sup> Street Sanitary Sewer Main Improvements Reimbursement District

**BACKGROUND:** On September 11, 2023 the City Council authorized formation of a reimbursement district for the East 9<sup>th</sup> Street Sanitary Sewer Main Improvements. At the time that the district was established, interim reimbursement rates were established because the work was not yet completed due to conflict with the location of a fiberoptic line. The fiberoptic line has been relocated, the conflict has been resolved, and sanitary sewer main improvements within the reimbursement district have been completed. Now that the final construction costs are known, the reimbursement district fees can be finalized.

A final Public Works Director's Report has been prepared to present information relevant to the proposed reimbursement district and fees.

The project was completed on August 17, 2024 at a cost of \$316,215.07 for the sanitary sewer system improvements. The new sanitary sewer main was constructed by City Public Works crews. Efforts were made to minimize project cost, such as utilization of a larger rented excavator and reducing project staffing when rock excavation was underway and construction was slow.

The proposed reimbursement fee for new connections to the City's sanitary sewer system within the reimbursement district is \$3,856.28 per sewer unit. A sewer unit is the equivalent of one new single-family residence. Some properties within the reimbursement district may develop with multi-family housing; basing the reimbursement fee on "sewer units" allows for those developments to be charged accordingly. No homes that previously had City sanitary sewer service will be charged

the reimbursement fee even if they were reconnected to the new sewer main as part of the project.

The proposed reimbursement fee is \$755.84 higher than the interim fee that was established in September 2023. The additional cost is due to the large amount of rock excavation involved in the project and longer rental periods for equipment to excavate the rock.

The Dalles Municipal Code Section 2.12.050(A) requires that a public hearing is to be conducted, for informational purposes only, to allow for public comment on the proposed reimbursement district. Following the public hearing, the City Council may approve, reject or modify the recommendations contained in the Public Works Director's Report. All affected property owners were notified of the scheduled public hearing at least 10 days in advance of the public hearing.

Following conclusion of the informational hearing, if Council so desires, the attached Resolution No. 24-034 can be adopted which finalizes the process of forming the reimbursement district for the City by establishing the reimbursement fee. Once formed, a reimbursement district exists for 15 years.

**BUDGET IMPLICATIONS:** With adoption of Resolution No. 24-034, the City will recover some or all of its costs to install the new sanitary sewer main in East 9<sup>th</sup> Street over time as properties develop and connect to the system. The property owners within the reimbursement district develop properties will pay a reimbursement fee of \$3,856.28 per sewer unit as their share of the costs to construct the new sewer main; these costs are in addition to Sewer SDCs (\$1,789 per unit). Once the lot is occupied, they will pay for monthly utility services.

**COUNCIL ALTERNATIVES:**

1. **Staff recommendation:** *Move to adopt Resolution No. 24-034 establishing fees for the East 9<sup>th</sup> Street Sanitary Sewer Main Improvements Reimbursement District.*
2. Decline to adopt Resolution No. 24-034 and provide additional direction to staff.

**Exhibit A**  
**PUBLIC WORKS DIRECTOR'S REPORT**  
**December 2, 2024**

In Response to an Application submitted by City of The Dalles (City) for Establishment of a Reimbursement District for the East 9<sup>th</sup> Street Sanitary Sewer Main Improvements in the Proposed Amount of \$316,215.07.

**SECTION 1: CONTENT OF PUBLIC WORKS DIRECTOR'S REPORT**

This report follows the criteria established in General Ordinance 06-1275 which was approved by City Council on December 11, 2006; the terms of that ordinance are now included in Municipal Code 2.12. This written report considers and makes a recommendation concerning each of the following factors:

- A. The project for which an application has been made for formation of a reimbursement district, the reasons for the cost distribution proposal, and an evaluation of the public interest served by the project.
- B. The actual or estimated cost of the public improvement serving the area of the proposed reimbursement district and the portion of the public improvement cost that is reimbursable.
- C. The boundary and size of the reimbursement district.
- D. A methodology for spreading the cost among the properties within the reimbursement district and, where appropriate, defining a "unit" for applying the reimbursement fee to property which may, with City approval, be partitioned, subdivided, altered or modified at some future date.
- E. The amount to be charged by the City for an administration fee for the reimbursement agreement. The administration fee shall be fixed by the City Council and will be included in the resolution approving and forming the reimbursement district. The administration fee is due and payable to the City at the time the agreement is signed.
- F. Whether the public improvements will or have met City standards.

**SECTION 2: APPLICATION FOR ESTABLISHMENT OF REIMBURSEMENT DISTRICT**

City has made application for the establishment of a reimbursement district for public improvements as outlined in Chapter 2.12 of The Dalles Municipal Code. The project is:

- The construction of approximately 875 lineal feet an 8-inch diameter gravity sanitary sewer main, and approximately 760 lineal feet of 3-inch diameter pressurized sanitary sewer main, all extending eastward in East 9<sup>th</sup> Street from the intersection of East 9<sup>th</sup> and Quinton Streets, including all appurtenances to make complete systems. The project will serve residential properties yet to be developed or connected to the City sanitary sewer system in the area as well as some existing developed properties. Construction of the project was funded by City and the application fee was waived accordingly.

I have read the project description in the application, reviewed project plans and inspection reports, and reviewed the project with technical staff which indicated that the East 9<sup>th</sup> Street Sanitary Sewer Main improvements were designed and constructed to comply with City standards and provide safe and effective sanitary sewer service to the affected area. The project achieved substantial completion on August 17, 2024.

The concept of financing this type of project utilizing a Reimbursement District has been acceptable to the City Council, as indicated by the adoption of General Ordinance 06-1275. These improvements have been determined to be important and beneficial to the identified properties in the area if they develop or connect to the City sanitary sewer systems and, therefore, cost sharing conditions are proposed on those properties prior to their development or connection.

The need for this project was discussed with the City Council numerous times prior to its construction during deliberations related to the removal of a legacy house that was located in the East 9<sup>th</sup> Street right-of-way. Establishment of a reimbursement district related to these improvements was authorized by City Council on September 11, 2023 including adoption of interim reimbursement fees pending completion of project construction.

### **SECTION 3: FINANCING FOR THE EAST 9<sup>TH</sup> STREET SANITARY SEWER MAIN REIMBURSEMENT DISTRICT**

The City funded the construction cost of the East 9<sup>th</sup> Street Sanitary Sewer Main improvements, and the services provided by these public improvements are available to properties other than those owned by the City.

### **SECTION 4: COST OF THE PUBLIC IMPROVEMENT SERVING THE PROPOSED REIMBURSEMENT DISTRICT**

The total construction cost of the project was \$316,215.07. The City constructed the sanitary sewer project with its in-house crews from the Wastewater Collection Division, and purchased all materials and rented equipment for the project utilizing Wastewater Funds. Based upon the actual cost of construction, it is recommended that the final reimbursable costs be established at \$316,215.07.

### **SECTION 5: BOUNDARY AND SIZE OF THE REIMBURSEMENT DISTRICT**

In accordance with General Ordinance 06-1275, now The Dalles Municipal Code Section 2.12, the reimbursement district provides a mechanism whereby both previously conditioned properties and future developable properties will share in the costs of the public improvements that have been funded by City. By resolution, properties owned by or dedicated to the City or the State of Oregon are excluded from any reimbursement district.

There are certain undeveloped properties and properties not currently connected to the City sanitary sewer system located along East 9<sup>th</sup> Street, east of Quinton Street, that will benefit from the improvements when they are developed or connected in the future.

The following reimbursement district properties are to be considered as part of the reimbursement agreement for the East 9<sup>th</sup> Street Sanitary Sewer Main improvements:

1. Tax Lot 1N 13E 2CA 700 (map 1N13E2CA revised 3-11-21) owned by Jim & Lee Olheiser
2. Tax Lot 1N 13E 2CA 800 (map 1N13E2CA revised 3-11-21) owned by Jim Olheiser

3. Tax Lot 1N 13E 2CA 1000 (map 1N13E2CA revised 3-11-21) owned by Jim Olheiser
  4. Tax Lot 1N 13E 2CA 1100 (map 1N13E2CA revised 3-11-21) owned by Scott Gayer
  5. Tax Lot 1N 13E 2CA 1200 (map 1N13E2CA revised 3-11-21) owned by Wasco County
  6. Tax Lot 1N 13E 2CA 1300 (map 1N13E2CA revised 3-11-21) owned by Elvarardo & Carmen De La Torre
  7. Tax Lot 1N 13E 2DB 2800 (map 1N13E2DB revised 2-14-22) owned by Iesey Pustovit
  8. Tax Lot 1N 13E 2DB 2400 (map 1N13E2DB revised 2-14-22) owned by Max Sams
  9. Tax Lot 1N 13E 2DB 1900 (map 1N13E2DB revised 2-14-22) owned by Max Sams
  10. Tax Lot 1N 13E 2DB 3100 (map 1N13E2DB revised 2-14-22) owned by Jesse & Lisa White
  11. Tax Lot 1N 13E 2DB 3000 (map 1N13E2DB revised 2-14-22) owned by Dan Garcia
  12. Tax Lot 1N 13E 2DB 2900 (map 1N13E2DB revised 2-14-22) owned by Jeremy Robertson
  13. Tax Lot 1N 13E 2CA 1400 (map 1N13E2CA revised 3-11-21) owned by Nancy Drake
  14. Tax Lot 1N 13E 2CA 1500 (map 1N13E2CA revised 3-11-21) owned by Maira Juarez
  15. Tax Lot 1N 13E 2CA 1800 (map 1N13E2CA revised 3-11-21) owned by Luminous Enterprises
  16. Tax Lot 1N 13E 2CA 2100 (map 1N13E2CA revised 3-11-21) owned by Rick & Bobbi Harrington
  17. Tax Lot 1N 13E 2CA 2200 (map 1N13E2CA revised 3-11/21) owned by Ebbert Family Trust
  18. Tax Lot 1N 13E 2CA 2300 (map 1N13E2CA revised 3-11-21) owned by Douglas Powell
- These properties are outlined in the map included as Attachment "A".

**SECTION 6: METHODOLOGY FOR REIMBURSEMENT FEE ALLOCATION TO REIMBURSEMENT DISTRICT**

The reimbursement district for the East 9<sup>th</sup> Street Sanitary Sewer Main improvements includes property that is residentially zoned. All of the reimbursement properties are located within the Urban Growth Boundary.

There are a number of methods that could be used for apportionment of costs for a reimbursement agreement for sanitary sewer system improvements: linear frontage, lot size or area, number of lots, or number of new sewer units. The lots proposed for this reimbursement district are of various sizes and some will likely partition into smaller lots as they develop. It is possible that some developments will include multi-family housing. It cannot be predicted with certainty how they may be developed in the future. Neither the linear frontage nor the area of these lots realistically reflects the relative value of the improvements to each lot.

The number of lots and types of development, and therefore number of potential future sewer units (each single-family residential unit equals one “sewer unit”), most closely represent the potential value each property may receive from the improvements. Some existing large lots may partition into smaller lots for development with single-family homes while others may support multi-family housing developments. Therefore, the method proposed for apportionment of costs for this reimbursement district is the number of sewer units. Staff used professional judgement, considering location, development trends, topography, and zoning, to estimate how the various properties in the district may partition and develop over time. This analysis led to an estimate that the new sewer main could support 67 new sewer units. In addition, 15 existing sewer utility services were connected to the new sewer main; existing sewer utility customers will not be assessed a reimbursement fee. The cost of the new sewer main was divided by the number of new sewer units that it is anticipated to serve to calculate the reimbursement fee per new sewer unit that is to be assessed.

Utilizing the methodology outlined above, a district with a total of 67 anticipated potential new sanitary sewer units is proposed. It is recommended that the reimbursement fee be established at \$3,856.28 per

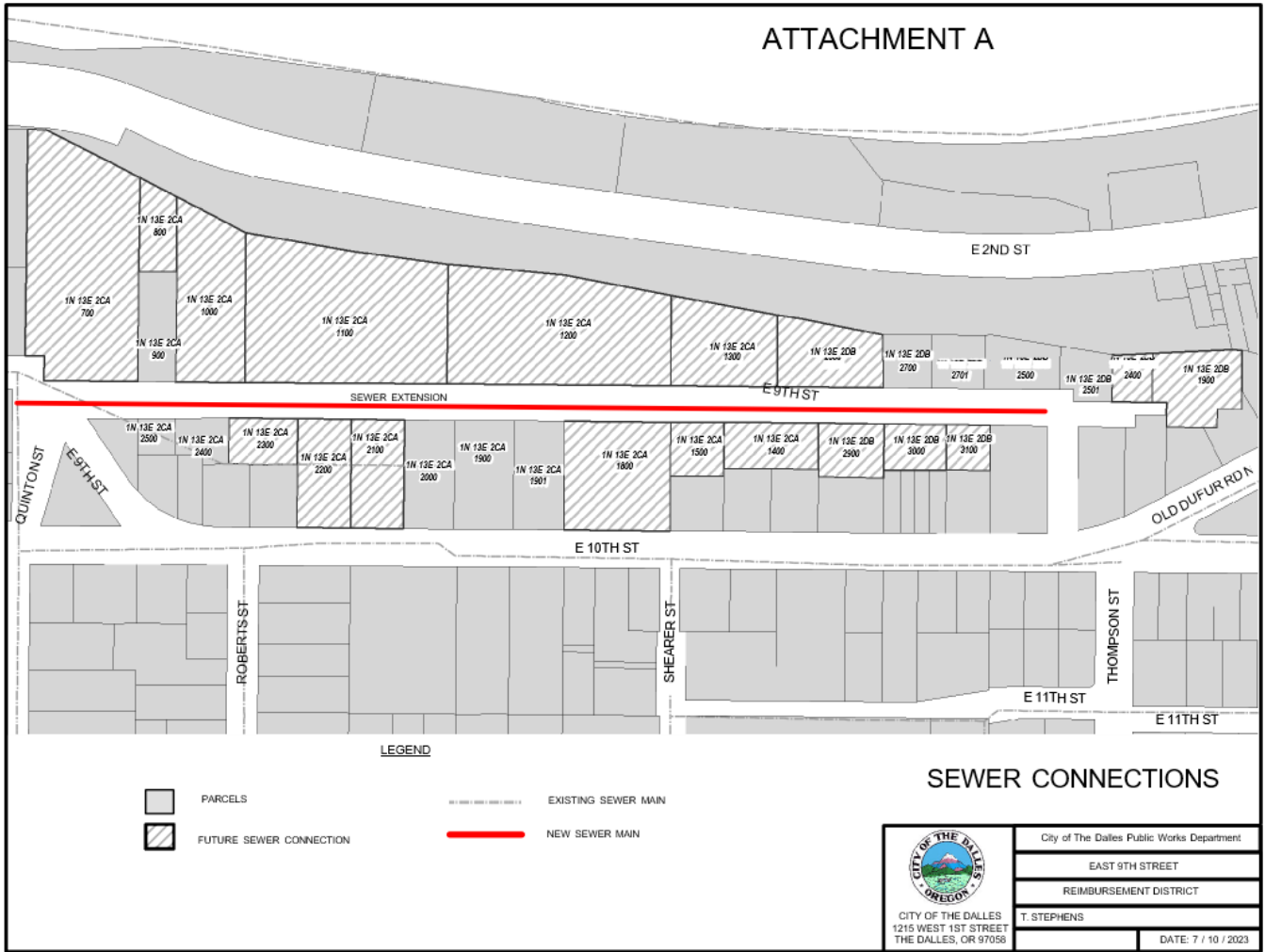


new sanitary sewer service unit.


**SECTION 7: ADMINISTRATIVE FEE AND INTEREST RATE TO BE APPLIED TO REIMBURSEMENT DISTRICT**

- A. It is recommended that the administration fee as outlined in The Dalles Municipal Code Section 2.12.030(E) shall be waived since the City is the developer.
  
- B. Traditionally, an annual interest rate has been applied to unpaid reimbursement fees; that interest rate has usually been set at the federal prime interest rate at the time of the Public Works Director's Report. The current federal prime interest rate is uncharacteristically high at seven and three-quarter percent (7.75%). At this interest rate, calculated annually as simple interest on the initial fee (does not compound), the reimbursement fee would double in 13 years which could make the reimbursement fee unaffordable. Due to the unusually high prime interest rate, it is recommended that the interest rate to be applied to the unpaid reimbursement fee be fixed at one-half the current federal prime interest rate – three and seven-eighths percent (3.875%).


# ATTACHMENT A



**LEGEND**

-  PARCELS
-  FUTURE SEWER CONNECTION
-  EXISTING SEWER MAIN
-  NEW SEWER MAIN

## SEWER CONNECTIONS

 CITY OF THE DALLES 1215 WEST 1ST STREET THE DALLES, OR 97058	City of The Dalles Public Works Department	
	EAST 9TH STREET	
	REIMBURSEMENT DISTRICT	
	T. STEPHENS	
		DATE: 7 / 10 / 2023

**RESOLUTION NO. 24-034**

**A RESOLUTION FINALIZING FEES FOR THE EAST 9TH STREET SANITARY SEWER MAIN IMPROVEMENTS REIMBURSEMENT DISTRICT**

**WHEREAS**, on December 11, 2006, Council adopted General Ordinance No. 06-1275 (codified as TDMC Chapter 2.12) to authorize the creation of reimbursement districts for the purpose of making water system and sanitary sewer system public improvements;

**WHEREAS**, on September 11, 2023, Council held an initial informational public hearing consistent with TDMC 2.12.050(A) then adopted Resolution No. 23-033 to authorize the establishment of the *East 9<sup>th</sup> Street Sanitary Sewer Main Improvements Reimbursement District (District)* with interim reimbursement fees while construction was yet to be completed;

**WHEREAS**, on August 17, 2024, the City completed the project to construct and has accepted the sanitary sewer system improvements in East 9<sup>th</sup> Street, extending east from Quinton Street, and the actual costs of the improvements (collectively, **Reimbursement Fees**) are now finalized;

**WHEREAS**, the improvements benefit properties other than those owned by the City when they develop in the future;

**WHEREAS**, the Public Works Director has reviewed and evaluated the application submitted by the City, which serves as the Developer for purposes of TDMC Chapter 2.12, and submitted their December 2, 2024, written report (**Report**) to Council consistent with TDMC 2.12.030;

**WHEREAS**, on or before December 6, 2024, the City mailed notice of a second informational public hearing to all owners of property within the District consistent with TDMC 2.12.050(C); and

**WHEREAS**, at its December 16, 2024, meeting, Council conducted that second informational public hearing to consider the Report and to allow any interested person an opportunity to comment on the Reimbursement Fees.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF THE DALLES RESOLVES AS FOLLOWS:**

**Section 1**     Report Approved. The City Council hereby approves the Report attached to and made part of this Resolution as its **Exhibit A**.

**Section 2**     Reimbursement Fees Finalized. The City Council hereby finalizes and establishes the Reimbursement Fees for the District consistent with Section 4 of the Report.

**Section 3**      Payment Required for Development. Consistent with TDMC 2.12.060(A) and 2.12.100, the applicant for a permit related to the development of real property within the District (as described fully in Section 5 of the Report) shall pay the City **\$3,856.28 per new sanitary sewer service unit** as a precondition of receiving any City permits applicable to the development of such real property.

**Section 4**      Administration Fee. The administration fee contemplated by TDMC 2.12.030(E) shall be waived.

**Section 5**      Interest Rate. The interest rate contemplated by TDMC 2.12.060(B) shall be fixed at **3.875% per year.**

**Section 6**      Agreement with Developer. The requirement for the City to enter an agreement with the Developer contemplated by TDMC 2.12.060(C) is determined to be inapplicable to this Resolution because the City itself is the Developer as authorized by TDMC 2.12.010.

**Section 7**      Effective Date. This Resolution shall be effective upon adoption.

**PASSED AND ADOPTED THIS 16<sup>TH</sup> DAY OF DECEMBER, 2024,**

<b>Voting Yes</b>	Councilors:	_____
<b>Voting No</b>	Councilors:	_____
<b>Abstaining</b>	Councilors:	_____
<b>Absent</b>	Councilors:	_____

**AND APPROVED BY THE MAYOR THIS 16<sup>TH</sup> DAY OF DECEMBER, 2024.**

\_\_\_\_\_  
Richard A. Mays, Mayor

*ATTEST:*

\_\_\_\_\_  
Amie Ell, City Clerk



## AGENDA STAFF REPORT

### AGENDA LOCATION: Item #10A

**MEETING DATE:** December 16, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Dale McCabe, PE, City Engineer

**ISSUE:** Recommendation for Award of the 6<sup>th</sup> Street Widening, Contract No. 2024-010 project

**BACKGROUND:** The City of The Dalles Public Works Department advertised for bids for the 6<sup>th</sup> Street Widening, Contract No. 2024-010 project. The scope of work for the project was stated as follows: “The work to be performed shall consist of furnishing all materials, labor and equipment necessary to widen 6<sup>th</sup> Street from approximately Snipes Street to Hostetler Street. All work will be conducted in accordance with the contract documents.”

The City’s adopted Transportation System Plan, Storm Water Master Plan, and Wastewater Facility Master Plan all identify projects to install infrastructure improvements on 6<sup>th</sup> Street between Snipes Street and Hostetler Street. This project will construct those needed improvements, from approximately 700 feet south of Snipes Street, through the Hostetler/6<sup>th</sup> Street intersection. (It should be noted that many people think or refer to The Dalles as being entirely in the west to east direction. However, because of the bend in the Columbia River, the segment of this project along 6<sup>th</sup> Street is actually in the north to south direction).

The Transportation System Plan (TSP) identifies this segment of 6<sup>th</sup> Street as an Arterial Street. Arterial streets are defined as high capacity roadways that carry high traffic volumes. The two projects identified within the TSP are both considered “High Priority” safety projects that consist of 1) “restripe and widen the roadway section as necessary, to provide a consistent 3-lane section with a center two-way, left turn (refuge) lane” and 2) “fill gaps in missing sidewalk segments between Snipes Street and Hostetler Street”.

To adequately be able to construct these recommended improvements, the City will need to acquire approximately 25 feet of additional Right-of-Way (ROW) width from two properties along this segment. The first piece of property is that property identified as map and tax lot number 2N 13E 32AA 2400 & 2401, located between Snipes Street and the Astro gas station property. The second property is identified as map and tax lot

number 2N 13E 29DD 1100, located between John L Scott Real Estate offices and Bi Mart.

The stormwater collection system for 6<sup>th</sup> Street discharges to the large open drainage ditch located between 6<sup>th</sup> Street and I-84. The stormwater improvements for this project will include improving the outfalls of the stormwater collection pipes where they discharge into the drainage ditch section and also installing a stormwater pump station at the 6<sup>th</sup> and Hostetler intersection. The existing collection system at that location is extremely shallow and in large storm and snow melt events, flooding does occur on occasion. The installation of the stormwater pump station should alleviate that flooding occurrence.

The Wastewater Facility Master Plan identified the need to upsize the existing sanitary sewer main located within the 6<sup>th</sup> Street ROW section between Myrtle Street and Hostetler Street. This project will include upsizing the existing sanitary sewer main from a 12 inch concrete pipe to a 15 inch PVC pipe in the segment from 700 feet south of Snipes Street to approximately 150 feet north of Snipes Street. This work will also include replacement of the existing sanitary sewer manholes on that segment.

The bid opening for this contract was held on November 14, 2024 at 2:00 pm for which we received three responsive bids. The bids received were as follows:

1. Crestline Construction, in the amount of \$3,524,610.50
2. Tapani, Inc., in the amount of \$3,809,965.00
3. Ajax Northwest, in the amount of \$4,597,288.00

The bids were reviewed by City staff to make sure that the proper material was submitted and the bids were deemed complete.

**BUDGET IMPLICATIONS:** This project is to be funded with monies from a few different sources. The City received a \$922,200 All Roads Transportation Safety (ARTS) grant for this project from ODOT which is budgeted in Fund 13; this grant requires a 7.78% local match. The FY2024/25 budget identifies \$2,000,000 from Enterprise Zone funds in Fund 22 that have been allocated to this project. Lastly, \$847,567 is budgeted in Fund 13 from ODOT Surface Transportation Funds; these funds had been allocated for the final phase of the Scenic Drive Stabilization project to re-pave the street after the previous three phases. The existing pavement is holding up well so that project can be deferred and these funds can be used for the W 6<sup>th</sup> Street Widening project. Taken together, these three funding sources total \$3,769,767. There are adequate funds available for the project.

**COUNCIL ALTERNATIVES:**

1. Staff Recommendation: *Authorize the City Manager to enter into contract with Crestline Construction for the 6<sup>th</sup> Street Widening, Contract No. 2024-010, in an amount not to exceed \$3,524,610.50.*
2. Request that staff provide additional information in response to questions raised by City Council.
3. Deny authorization to proceed with the contract.



## AGENDA STAFF REPORT

**AGENDA LOCATION:** Item # 11A

**MEETING DATE:** December 16, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Matthew Klebes, City Manager

**ISSUE:** Adopting Resolution No. 24-030, a resolution establishing budgetary policy for the appropriation of Strategic Investment Program taxes and revenues from the 2021 SIP Agreement with Design, LLC

**BACKGROUND:** The City and Wasco County (**County**) entered into a Strategic Investment Program (**SIP**) agreement with Design, LLC in 2021. That agreement details the parameters under which Design, LLC will pay certain taxes and fees in exchange for tax abatement on up to two data centers for up to 15 years each. The SIP was developed and is administered by Business Oregon.

Following the SIP program guidelines and results of local negotiation, the SIP agreement established the tax and fee revenue sources detailed below and (in conjunction with a local agreement detailing the distribution of the Community Service Fee) details which entities receive a portion of each revenue source:

Source	One Time or Recurring	Distribution	Calculation
<b>Initial Payment (IP)</b>	One Time per data center	City and County	Fixed amount
<b>Property Tax (IP)</b>	Recurring per data center per year for up to 15 years	All levying taxing districts	Regular taxes on value of development (\$50m or \$100m)
<b>Community Service Fee (CSF)</b>	Recurring per data center per year for up to 15 years	All levying taxing districts	25% of tax savings (capped at \$2.5m)
<b>Guaranteed Annual Payment (GAP)</b>	Recurring per data center per year for up to 15 years	City and County	Formulaic: 50% of full tax = IP + CSF + GAP 60% of full tax = IP + CSF + GAP

In 2024, the City and County engaged in a community focused and public process to explore ways these funds could be used to address critical needs or opportunities that otherwise could not be accomplished except through increasing financial burdens on the community or other organizations. That process included 3 joint work sessions of the City Council and Board of County Commissioners held on June 5, July 23 and November 4, 2024. The City and County also facilitated a community survey on potential uses for these funds and resulting in 365 responses, primarily involving:

- Improving school facilities
- General tax, fee, and rate relief
- Infrastructure development
- Public safety enhancements
- General economic development
- Developing housing
- Addressing homelessness

In addition to the focused efforts on SIP revenue sources, the City also engaged in a robust process to review and update the City's Water Master Plan. This process identified significant water infrastructure needs due to generational end-of-life dynamics. *Some* of those projects include the replacement of the Wicks Water Treatment Plant, replacement of critical water transmission lines from the water treatment plant to the City, and the expansion of the Crow Creek Dam to increase the City's storage capacity and resiliency. Those infrastructure needs require an evaluation and likely increase to water rates. Council's general consensus suggested the Guaranteed Annual Payments from the 2 new datacenters should be used to reduce the amount of necessary water rate increases for community water rate payers.

Considering those processes, input from the community, and Council and County discussions, as well as reflecting on the overall needs of the City, Staff recommends Council adopt the attached proposed Resolution detailing the following budget guidance:

1. The **Initial Payment**, as a one-time payment, will be reserved for future special projects.
2. **Tax revenue** received under the SIP agreement will be treated as other collected tax dollars and allocated to the General Fund to support City operations.
3. The **Community Service Fee** will first support the City's Capital Reserve Fund to ensure critical City infrastructure needs (e.g., elevators, roofs, HVAC replacements, etc.) are supported. Those needs presently exist at City Hall, the Police Department, the State Office Building, and the Library. Currently, the City has less than \$4 million allocated there and is projecting approximately \$5 million to meet current needs. This amount will be annually updated consistent with the City's Capital Improvement Plan.
4. The **Guaranteed Annual Payment** will be reserved to support the needs of the City's Master Plans to reduce the amount of otherwise necessary future water, sewer, and other rate and fee increases.



**BUDGET IMPLICATIONS:** Because these are new revenues, there are no budget implications to existing City programs or services. However, there is a unique opportunity to make generational type investments in core infrastructure systems the City and community rely on while mitigating the cost burden on our citizens. This proposed Resolution also preserves the opportunity to make future decisions on potential funding of special projects and allows those funds to be reserved.

**COUNCIL ALTERNATIVES:**

1. **Staff recommendation:** *Move to adopt Resolution 24-030, as presented.*
2. Make modifications to then move to adopt Resolution 24-030, as amended.
3. Decline formal action and provide Staff additional direction.



**RESOLUTION 24-030**  
**A RESOLUTION ESTABLISHING BUDGETARY POLICY FOR THE**  
**APPROPRIATION OF STRATEGIC INVESTMENT PROGRAM TAXES AND**  
**REVENUES UNDER THE 2021 SIP AGREEMENT WITH DESIGN, LLC**

**WHEREAS**, in 2021, the City and Wasco County entered into a Strategic Investment Program (SIP) agreement with Design, LLC;

**WHEREAS**, Council and the Wasco County Board of County Commissioners conducted joint work sessions on June 5, July 23, and November 4, 2024, to discuss and solicit and hear community and partner input on various potential uses of taxes and revenues from that SIP agreement;

**WHEREAS**, a community survey conducted to gather input on the allocation of SIP funds received 365 responses, with the strongest identified preferences including funding for schools, housing, investment in infrastructure, and initiatives to reduce the financial burden on taxpayers;

**WHEREAS**, Council conducted Water Master Plan work sessions on April 29, August 19, and October 23, 2024, leading to the adoption of a new 20-year Water Master Plan;

**WHEREAS**, on December 9, 2024, Council adopted the 2024 Water Master Plan, detailing a financial plan for the next 20 years of water system improvement and an anticipated rate increase model that assumed a \$3 million annual contribution from the Guaranteed Annual Payment revenue source of the SIP agreement; and

**WHEREAS**, Council intends this Resolution to formalize the City’s long-term policy for using SIP-related taxes and revenues to fund towards certain expenditures consistent with Council and community feedback after these interactive public processes.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF THE DALLES RESOLVES AS FOLLOWS:**

**Section 1**     Budget Direction. To mitigate the frequency and impacts of necessary rate increases on our citizens and fulfill the City’s core duties, the Budget Officer shall follow the below philosophical guidelines for allocating SIP agreement-related taxes and revenues when preparing budget documents for the City’s annual budget process:

1. **Initial Payment Revenue** shall be received in the *Special Enterprise Reserve Fund* and reserved for proposed special projects.
2. **Property Tax Revenue** shall be received in the *General Fund* and used to support general fund operations.
3. **Community Service Fee Revenue** shall be received in the *Capital Improvement Fund* until sufficient reserves are established to support the City’s General

Facility Capital Improvement Plan, then received in the *Special Enterprise Reserve Fund* for proposed special projects.

4. **Guaranteed Annual Payment Revenue** shall be received in the *Special Enterprise Reserve Fund* and utilized to support City Public Works Master Plan projects. Funds shall be transferred to the appropriate Public Works fund to support said projects as they commence.

**Section 2**      No Interference. Nothing in this Resolution is intended to interfere with the responsibilities and duties imposed by Oregon Local Budget Law on the City’s Budget Committee or Council.

**Section 3**      Effective Date. This Resolution shall be effective upon adoption.

**PASSED AND ADOPTED THIS 16<sup>TH</sup> DAY OF DECEMBER, 2024,**

<b>Voting Yes</b>	Councilors:	_____
<b>Voting No</b>	Councilors:	_____
<b>Abstaining</b>	Councilors:	_____
<b>Absent</b>	Councilors:	_____

**AND APPROVED BY THE MAYOR THIS 16<sup>TH</sup> DAY OF DECEMBER, 2024.**

\_\_\_\_\_  
Richard A. Mays, Mayor

*ATTEST:*

\_\_\_\_\_  
Amie Ell, City Clerk



## AGENDA STAFF REPORT

**AGENDA LOCATION:** Item # 11B

**MEETING DATE:** December 9, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Matthew Klebes, City Manager

**ISSUE:** Authorizing the City Manager to execute an intergovernmental funding agreement with Wasco County for transfer of a portion of the City's opioid settlement funds

**BACKGROUND:**

For the past few years, the City (as a non-litigating participant in national, multi-district litigation involving all 50 states) has opted-in to settlement agreements with opioid manufacturers, distributors, and pharmacies, including:

- (1) McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation;
- (2) Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.;
- (3) Walmart, Walgreens, CVS, Allergan, and Teva; and
- (4) most recently, Kroger Co.

The first 3 settlements above resulted in about \$340,000 (total) in earmarked opioid funds allocated to the City. The Kroger Co. settlement has not yet been finalized at the national level so the City's allocated amount there is pending—however, all opioid settlement funds have the same restrictions placed on their use. Approved uses of such funds are limited to uses abating the opioid epidemic and a list of those uses is included in the attached proposed intergovernmental funding agreement (**IFA**) as its Exhibit B.

The opt-in documentation authorizes participating entities to form agreements, pool resources, or otherwise work in collaboration with each other in furtherance of abating opioid abuse. Wasco County (**County**) has similarly opted-in to those settlements. The County submitted a request to the City for funding based on its *2024-2028 Opioid*

*Settlement Funding Recommended Project Summaries (Proposal)*, attached to the proposed IFA as its Exhibit C. The Proposal was created by the County's Opioid Task Force, which issued an RFP earlier this year to seek qualifying projects from partner entities and agencies to grant opioid settlement funds to perform those projects.

The proposed IFA commits **\$143,902.87** of the City's opioid settlement funds to support the County's commitment of \$343,703.16 from its own opioid settlement funds, totaling a combined **\$487,606.03** in funding for 5 qualifying projects responsive to the RFP:

- NORCOR (**\$179,000**);
- YouthThink (**\$57,550**);
- Gorge Recovery Center (**\$87,486**);
- Dufur School District (**\$21,280**); and
- The Next Door, Inc. (**\$101,963**).

The Proposal allocates **\$40,327.03** to Wasco County itself for administration of these grant projects, and details for each project are included in Exhibit C.

The proposed IFA contemplates 3 partial disbursements of the City's \$143,902.87 (one per fiscal years 2024/25, 2025/26, and 2026/27). Key provisions from the proposed IFA include:

- limiting the City's commitment on this multi-year agreement to those funds being made available through the City's annual budget process;
- restricting use of the City's funds for projects occurring within the City's corporate limits and exactly as described in the Proposal, only; and
- ensuring the County provides the City with timely and sufficiently detailed reports and accounting so the City can satisfy its own reporting obligations on how it spent those funds.

#### **BUDGET IMPLICATIONS:**

\$143,902.87 in opioid settlement funds are proposed to be transferred to support the County's projects in the City's corporate limits consistent with the list of approved abatement uses and the City's obligations on the use of opioid settlement funds.

#### **COUNCIL ALTERNATIVES:**

1. ***Staff recommendation: Move to authorize the City Manager to execute the IFA with Wasco County, as presented.***
2. Make modifications to then move to authorize the City Manager to execute the IFA with Wasco County, as amended.
3. Decline formal action and provide Staff additional direction.

## INTERGOVERNMENTAL FUNDING AGREEMENT

This INTERGOVERNMENTAL FUNDING AGREEMENT (**Agreement**) is entered by the *City of The Dalles (City)*, an Oregon municipal corporation, and *Wasco County (County)*, an Oregon political subdivision, for the City's funding contribution to County for opioid remediation purposes.

**WHEREAS**, ORS 190.007 declares intergovernmental cooperation a matter of statewide concern in the interests of furthering economy and efficiency in local government;

**WHEREAS**, ORS 190.010 authorizes the Parties to enter this Agreement;

**WHEREAS**, the City and County have both opted in to certain multi-district litigation settlements involving national opioid manufacturers, distributors, and pharmacies by submitting participation forms to the settlement administrators of those settlements pursuant to that certain *State of Oregon Subdivision Agreement Regarding Distribution and Use of Settlement Funds (Subdivision Agreement)*, a copy of which is attached to and made part of this Agreement as its **Exhibit A**;

**WHEREAS**, the City and County are each *OR Participating Subdivisions* as defined by Section 2(a) of the Subdivision Agreement and must spend opioid settlement funds (**Funds**) on *Approved Abatement Uses*, defined by Section 2(e) of the Subdivision Agreement as the list of opioid remediation uses attached to and made part of this Agreement as its **Exhibit B**;

**WHEREAS**, pursuant to Section 4(c)(viii) of the Subdivision Agreement, *OR Participating Subdivisions* may form agreements or ventures, or otherwise work in collaboration with, local entities in pursuing *Approved Abatement Uses* and "a county and any cities or towns within the county may agree to reallocate their respective . . . shares of [Funds] among themselves";

**WHEREAS**, County submitted a request to the City Council for funding consistent with its *Wasco County/City of The Dalles 2024-2028 Opioid Settlement Funding Recommended Project Summaries (Proposal)*, attached to and made part of this Agreement as its **Exhibit C**; and

**WHEREAS**, the City agrees to the terms of the Proposal for County's use of a portion of the City's Funds exclusively for *Approved Abatement Uses* consistent with the provisions of the Subdivision Agreement and subject to the qualifications herein described.

**NOW, THEREFORE**, in consideration of both the provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, the Parties agree:

### 1. **TERM AND TERMINATION**.

- A. **Term**. The Parties agree this Agreement's term commences upon its mutual execution and expires June 30, 2027.
- B. **Termination**. The Parties agree this Agreement may be terminated at any time by mutual written agreement. The Parties further agree the City may terminate this Agreement immediately upon County's use of Funds for purposes not expressly indicated in its

Proposal and after the City dispatches a notice of termination to County. If the City terminates this Agreement pursuant to this **Section 1(B)**, County agrees it may be required (at the City's sole discretion) to return all Funds within 30 days of the notice of termination's date, it may be barred from future funding requests, or both.

2. **FUNDS GRANTED.** The City agrees to disburse Funds in an amount **not to exceed \$143,902.87** to County subject to this Agreement's qualifying terms and conditions. In all events, the Parties expressly agree the City's obligations under this Agreement are contingent on funding availability through the City's budget process and subject to all applicable federal, Oregon, and local laws regarding the governance of such monies, including those applicable contractual obligations of the City and County related to **Exhibits A and B**. Plainly, the Parties understand and agree the City's obligation to disburse Funds to County is limited to the degree the City actually (1) receives sufficient Funds and (2) appropriates such Funds for the given fiscal year.
3. **LIMITED USE.** County agrees the Funds are only eligible for use to cover its actual costs as described in **Exhibit C** and consistent with **Exhibits A and B**; provided, however, County further agrees all Funds will be spent on **Exhibit C** projects occurring within the City's corporate limits, only. County further agrees its use of any Funds for a purpose not described by this **Section 3** is a default of this Agreement subject to the City's termination pursuant to **Section 1(B)**.
4. **REPORTING.** County agrees to timely submit all reporting on its use of the Funds consistent with Section 5 of the Subdivision Agreement to all required state or federal agencies. By August 1 of each year during this Agreement's term, County agrees to provide City with an actual accounting and progress report sufficient for the City to satisfy its own reporting obligations to the Oregon Department of Justice pursuant to Section 5 of the Subdivision Agreement. Upon request by the City Manager, County agrees to timely provide the City a final report (including a breakdown of how all Funds were actually spent) before it may request any additional Funds from the City.
5. **DISBURSEMENT AND RECOVERY.**
  - A. **Disbursement.** Consistent with **Section 2**, the City agrees to provide County the Funds through partial 3 disbursements, each occurring once per fiscal year during this Agreement's term.
  - B. **Eligible Costs.** County agrees to use all Funds consistent with eligible costs described in **Section 3**. County further agrees any the use of Funds for any changes to the Proposal are ineligible unless those changes are approved by the City.
  - C. **Recovery.** County agrees to repay the City all Funds disbursed if it has not cured any default of this Agreement after the City dispatches 21 days' notice of default.
6. **INSPECTION AND RECORDS.**
  - A. **Inspection.** County agrees the City may inspect the work contemplated by the Proposal or its proposed location (if applicable) at any time during its development, installation, or





implementation if the City's inspection is during normal working hours and follows the City's reasonable notice.

**B. Records.**

(1) Access. County agrees the duly authorized representatives of the City may, with respect to those pertinent to this Agreement:

(a) access County's financial records and other books, documents, papers, plans, records of shipments, and payments and writings (whether in paper, electronic, or other form);

(b) perform examinations and audits; and

(c) make excerpts, transcripts, and copies.

(2) Retention. County agrees to retain and keep accessible all books, documents, papers, plans, records, and writings (with respect to those pertinent to this Agreement, the Funds, and its Proposal) for a minimum of 6 years (or such longer period required by applicable law) following the later of:

(a) this Agreement's termination or expiration; or

(b) the conclusion date of any audit, controversy, or litigation arising from this Agreement.

7. **SAFEGUARDING.** County agrees to vigilantly safeguard all disbursed Funds and maintain financial controls sufficient to protect them and ensure the Funds are used solely for the Proposal. The City reserves the express right to confirm County's compliance with this **Section 7** at any time during this Agreement's term.

**8. DEFAULT.**

**A. Acts.** County agrees it will be in default of this Agreement upon the occurrence of any of the following events:

(1) County fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement or applicable law;

(2) Any representation, warranty, or statement made by County in this Agreement, its Proposal, or in any documents or reports relied upon by the City to monitor implementation of the uses contemplated by the Proposal, the expenditure of the Funds, or County's performance is untrue in any material respect at the time it was made;

(3) County **(a)** applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or any substantial portion of its property, **(b)** admits in writing its inability, or is generally unable, to pay its debts

**Intergovernmental Funding Agreement**

Wasco County

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as they become due, **(c)** makes a general assignment for the benefit of its creditors, **(d)** commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), **(e)** files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, **(f)** fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), or **(g)** takes any action for the purpose of effecting any of the foregoing listed in this **Section 8(A)(4)**; or

(4) A proceeding or case is commenced, without County's application or consent, in any court of competent jurisdiction, seeking **(a)** County's liquidation, dissolution or winding-up, or the composition or readjustment of debts, **(b)** the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or **(c)** similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing listed in this **Section 8(A)(5)** is entered and continues unstayed and in effect for a period of 60 consecutive days, or an order for relief against County is entered in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect).

**B. Remedies.** Upon the occurrence of County's default under **Sections 8(A)(2), (3), or (4)**, or if County's default under **Sections 8(A)(1)** is not cured within 21 calendar days of the City's written notice (or such longer periods the City may authorize in its sole discretion), the City may pursue any remedies available under this Agreement, at law, or in equity. Specifically, and without limitation, such remedies include termination of the City's obligation to disburse Funds, return of disbursed Funds, payment of interest earned on the Funds disbursed, and declaration of ineligibility for the receipt of future grants or awards from the City. If, as a result of County's default, the City demands return of the Funds or payment of interest earned on, County agrees to pay the amount upon the City's demand consistent with **Section 5(C)**.

## **9. GENERAL PROVISIONS.**

- A. Indemnification.** In accordance with the Oregon Tort Claims Act and Oregon constitution, County agrees to indemnify, defend, and hold harmless the City (including its officers, employees, and agents) from all claims, suits, actions, losses, damages, liabilities, costs, and expenses (of any nature) resulting from, arising out of, or relating to County's (including its officers', employees', agents', and subcontractors') activities under this Agreement.
- B. Independent Contractor.** The Parties agree and acknowledge their relationship is that of independent contracting parties and County is not an officer, employee, or agent of the City (as those terms are used in ORS 30.625 or otherwise).
- C. Tax Currency.** County agrees (and by executing this Agreement, certifies under penalty of perjury) it is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380.



- D. Survival. The Parties agree the provisions of this Agreement that, by their sense and purpose, should survive its expiration or termination will so survive; without limitation, such surviving provisions expressly include **Sections 4, 6, and 9(A)**.
- E. Amendment. The Parties agree they may make modifications to this Agreement at any time but only upon their mutual written agreement.
- F. Governing Law and Venue. The Parties agree this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon and the exclusive venue for all actions relating to this Agreement shall be in the Circuit Court of the State of Oregon for Wasco County.
- G. No Waiver. The Parties agree a Party's failure to insist upon strict adherence to a provision of this Agreement on any occasion shall not be considered a waiver of that Party's rights or deprive that Party of the right to thereafter insist upon strict adherence to that or any other provision of this Agreement.
- H. Assignment. The Parties agree County shall not assign or transfer any interest in this Agreement without the City's prior written consent and any such assignment or transfer (if approved) is subject to such conditions and provisions the City may deem necessary. County further agrees no City approval of any assignment or transfer shall be deemed to create any obligation of the City in addition to those set forth in this Agreement nor will the City's approval of any assignment or transfer relieve County of any of its duties or obligations under this Agreement. The Parties agree this Agreement binds and benefits the Parties and their respective and permitted successors, agents, and assigns.
- I. Integration. The Parties agree this Agreement represents their full and final understanding and supersedes all prior or contemporaneous negotiations and agreements between them.
- J. Severability. The Parties agree any provision of this Agreement deemed illegal or unenforceable is severed from this Agreement and the other provisions remain in full force and effect.
- K. Counterparts. The Parties agree this Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

***Continues on next.***



- L. Notices. The Parties agree all notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

*To the City:* City Manager  
City of The Dalles  
313 Court Street  
The Dalles, OR 97058

*To County:* Administrative Officer  
Wasco County  
511 Washington Street, Suite 101  
The Dalles, OR 97058

**IN WITNESS WHEREOF**, the Parties have duly executed this **INTERGOVERNMENTAL FUNDING AGREEMENT** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF THE DALLES**

**WASCO COUNTY**

\_\_\_\_\_  
Matthew B. Klebes, City Manager

\_\_\_\_\_  
Tyler Stone, Administrative Officer

*ATTEST:*

\_\_\_\_\_  
Amie Ell, City Clerk

**Approved as to form:**

**Approved as to form:**

\_\_\_\_\_  
Jonathan M. Kara, City Attorney

\_\_\_\_\_  
Kristen A. Campbell, County Counsel



**State of Oregon Subdivision Agreement  
Regarding Distribution and Use of  
Settlement Funds**

**1. Introduction**

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Distributor Settlement Agreement”), and the Janssen Settlement, dated as of July 21, 2021, and any revision thereto (the “Janssen Settlement Agreement, and collectively with the Distributor Settlement Agreement, the “Distributor and Janssen Agreements”), including Sections V and Exhibits O to the Distributor and Janssen Agreements, this agreement (the “OR Allocation Agreement”) is entered into between the State of Oregon and the OR Participating Subdivisions (the State of Oregon and OR Participating Subdivisions each a “Party,” and, collectively, the “Parties”) and governs the allocation, distribution, and use of Settlement Fund payments made to Oregon pursuant to Sections IV and V of the Distributor Settlement Agreement and Sections V and VI of the Janssen Agreement. For the avoidance of doubt, this OR Allocation Agreement does not apply to payments made pursuant to Sections IX or X of the Distributor Settlement Agreement or Sections X or XI of the Janssen Agreement.

Pursuant to Exhibits O, Paragraphs 4, of the Distributor and Janssen Agreements, acceptance of this OR Allocation Agreement is a requirement to be an Initial Participating Subdivision.

**2. Definitions**

The following terms shall have the meaning set forth below when used in this OR Allocation Agreement. Additional terms defined within this OR Allocation Agreement shall have that meaning when used in this OR Allocation Agreement. In addition, terms used in this OR Allocation Agreement that are defined in the Distributor and Janssen Agreements will have that meaning unless otherwise defined in this OR Allocation Agreement.

- a) ***OR Participating Subdivision*** means (i) a governmental entity listed on Exhibit A to this OR Allocation Agreement that executes this OR Allocation Agreement and has taken all necessary steps under the Distributor and Janssen Agreements to be entitled to receive Settlement Funds, and (ii) any Additional Participant who becomes entitled to a share of the OR Subdivision Funds as described in Section 4(c)(ii) below.
- b) ***Opioid Defendant*** means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., Amerisource Bergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.
- c) ***State of Oregon or State*** has the same meaning as “Executive Department” as set forth in ORS 174.112, but does not include the Oregon State Treasurer or the Office of the Oregon State Treasurer. When used in any provision of this OR Allocation Agreement the term State of Oregon or State means, as the context requires, an agency, department, division, board, commission or other entity within the Executive Department that has the authority to undertake the obligations or receive the benefit of the particular provision.
- d) ***Oregon*** means the geographic territory of Oregon and the State and its local governments therein.

- e) ***Approved Abatement Uses*** means the Opioid Remediation activities described in Exhibits E to the Distributor and Janssen Agreements.
- f) ***Litigating Local Governments*** means the Counties of Clackamas, Clatsop, Columbia, Coos, Curry, Jackson, Josephine, Lane, Multnomah, Washington, Yamhill, and the City of Portland.

### 3. General Terms

This OR Allocation Agreement is subject to the requirements of the Distributor and Janssen Agreements, as well as applicable law. If the terms of this OR Allocation Agreement conflict with the terms of the Distributor Settlement Agreement or the Janssen Settlement Agreement the terms of the Distributor Settlement Agreement and/or the Janssen Settlement Agreement will take precedence over the inconsistent provisions of this OR Allocation Agreement.

### 4. Allocation of Settlement Funds

- a) **Allocation Generally.** The total Settlement Fund payments made to Oregon pursuant to the Distributor and Janssen Agreements (collectively, the “Oregon Settlement Funds”) shall be combined pursuant to this OR Allocation Agreement, and 45% of the Oregon Settlement Funds shall be allocated to the State of Oregon (such funds, the “OR State Funds”) and 55% of the Oregon Settlement Funds shall be allocated to the OR Participating Subdivisions (such funds, the “OR Subdivision Funds”).

#### b) State of Oregon Allocation

- i. For purposes of this OR Allocation Agreement, “Enabling Legislation” means legislation passed by the Oregon Legislative Assembly and presented to the Oregon Governor for signature, that establishes the authority within the State of Oregon to accept, administer, and expend the OR State Funds, and addresses other matters related to this OR Allocation Agreement. It is the intent of the Parties that the Enabling Legislation will provide, without limitation, that:
  1. The OR State Funds will be deposited in a Prevention, Treatment and Recovery Fund (the “PTR Fund”), overseen by a board (the “PTR Board”), which shall be used by the State solely for future Approved Abatement Uses as follows:
    - (i) Administration of the PTR Fund and PTR Board;
    - (ii) Development of a unified and evidence-based state system for collecting, analyzing and publishing data about the availability and efficacy of substance use prevention, treatment and recovery services across the state; and
    - (iii) Funding statewide and regional Approved Abatement Uses.
  2. The PTR Board is constituted and authorized so that the State and OR Participating Subdivisions shall have equal representation and voting power on the PTR Board, whether directly or by designated representatives.
  3. Effects a release of potential claims against the Settling Distributors and Janssen by local governments or local service districts, as those terms are defined in ORS 174.116, and special government bodies, as defined in ORS 174.117, that have not released their claims through execution of a Subdivision Settlement Participation Form in substantially the form set forth in Exhibit K of the Distributor and Janssen Agreements.
- ii. The OR State Funds will be accepted, administered, and spent in accordance with the Enabling Legislation when it becomes law. The State of Oregon will draft and promote passage of the

Enabling Legislation. The OR Participating Subdivisions acknowledge the need for the Enabling Legislation and will support passage of the Enabling Legislation consistent with Section 4(b)(i)(1)-(2) of this OR Allocation Agreement and will not oppose with respect to any portion of the Enabling Legislation reflecting Section 4(b)(i)(3) of this OR Allocation Agreement. Until the Enabling Legislation becomes law, the OR State Funds shall be deposited in the Oregon Department of Justice's Client Trust Account and may be expended or distributed by the Oregon Department of Justice for Approved Abatement Uses.

**c) OR Subdivision Allocation**

- i. The Settlement Fund Administrator will be instructed to allocate the OR Subdivision Funds to OR Participating Subdivisions based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible to receive Settlement Funds, based on population or litigation status. The percentage for each OR Participating Subdivision is set forth in Exhibit A in the column entitled "Abatement Percentage" (the "Local Allocation"). For the avoidance of doubt, non-litigating Oregon towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of OR Subdivision Funds.
- ii. An OR Participating Subdivision will be allocated its Local Allocation share beginning on the date it becomes an OR Participating Subdivision but shall not be entitled to any Local Allocation share of Oregon Settlement Funds distributed by the Settlement Administrator before the date it becomes an OR Participating Subdivision.
- iii. The Local Allocation share for a city that is an OR Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is an OR Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for Approved Abatement Uses in that city but will become part of the county's share of the OR Subdivision Funds, which will be used in accordance with Section 4.c of this OR Allocation Agreement and reported on in accordance with Section 5 of this OR Allocation Agreement.
- iv. A city within a county that is an OR Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this OR Allocation Agreement, the City of Portland will be deemed to have elected direct payment if it becomes an OR Participating Subdivision.
- v. The State will receive the Local Allocation share of any payment of Oregon Settlement Funds distributed on a Payment Date that would otherwise be paid to a county or city is eligible to become an OR Participating Subdivision but that has not, as of that Payment Date, become an OR Participating Subdivision.
- vi. Funds received by an OR Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Distributor and Janssen Agreements and this OR Allocation Agreement shall be transferred to the fund to which OR State Funds are paid pursuant to Section 4(b)(ii). OR Participating Subdivisions have seven years from receipt of funds to expend or encumber OR Subdivision Funds designated to support capital outlay projects before they must be transferred to the State.
- vii. Except as set forth in Sections 4.d and 4.e, Settlement Funds received by an OR Participating Subdivision shall be used for Approved Abatement Uses.

- viii. For the avoidance of doubt, and subject to the requirements of the Distributor and Janssen Agreements and applicable law, an OR Participating Subdivision may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Approved Abatement Uses funded from the OR Participating Subdivision's Local Allocation. Further, provided that OR Subdivision Funds are used for Approved Abatement Uses, a county and any cities or towns within the county may agree to reallocate their respective Local Allocation shares of OR Subdivision Funds among themselves, provided that any direct distribution may only be to an OR Participating Subdivision and any OR Participating Subdivision must agree to its share being reallocated.
- ix. Each OR Participating Subdivision is responsible for obtaining necessary budget or expenditure authority under applicable law for its distribution or expenditures of OR Subdivision Funds in accordance with this OR Allocation Agreement.

**d) Provision for State Back-Stop Agreement**

- i. The OR Participating Subdivisions will establish an Oregon attorney fee back-stop fund (the "OR Back-Stop Fund"). The OR Back-Stop Fund will be funded by and deducted from OR Subdivision Funds prior to the distribution of any Local Allocation share to any OR Participating Subdivisions, shall be equal to no more than \$2,500,000, and may be used only to pay the contingency fees due to Contingency Fee Counsel of the Litigating Local Governments, subject to the limitations set forth in Section 4(d)(ii).
- ii. The parties will notify the Settlement Fund Administrator to withhold and pay the OR Back-Stop Fund from the OR Subdivision Funds according to the national fee fund payment schedule, and the Parties will otherwise cooperate to so instruct the Settlement Fund Administrator. In addition, the Parties will notify the Settlement Fund Administrator to distribute the amounts in the OR Back-Stop Fund to private counsel seeking contingency fees from a Litigating Local Government ("Contingency Fee Counsel") in accordance with this OR Allocation Agreement.
- iii. Contingency Fee Counsel must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Distributor and Janssen Agreements and only upon receiving the maximum amount of fees available under the Distributor and Janssen Agreements may a Contingency Fee Counsel seek payment of any fees from the OR Back-Stop Fund. In addition, under no circumstances shall the cumulative fees paid from the Attorney Fee Fund and the OR Back-Stop Fund exceed 12% of the Litigating Local Government's Local Allocation share of 50% of the Oregon Settlement Funds. For the avoidance of doubt, below is the formula to calculate the amount any particular Contingency Fee Counsel for a Litigating Local Government may be paid from the OR Back-Stop Fund:

$[[\text{OR SETTLEMENT FUNDS}] \times .5 \times [\text{DIRECT ALLOCATION PERCENTAGE OF CONTINGENCY FEE COUNSEL'S LITIGATING LOCAL GOVERNMENT}] \times .12] \text{ minus } [\text{AMOUNT OBTAINED BY COUNSEL FROM ATTORNEY FEE FUND FOR COUNSEL'S LITIGATING LOCAL GOVERNMENT}]$

- iv. A Contingency Fee Counsel may only receive fees paid from the OR Back-Stop Fund pursuant to a written Oregon Back Stop Agreement, substantially in the form of attached hereto as Exhibit B, between the Contingency Fee Counsel, the Litigating Local Government it represents, and the Oregon Department of Justice.
- v. For the avoidance of doubt, this OR Allocation Agreement does not require a Litigating Local Government to request or enter into an Oregon Back-Stop Agreement, and no Oregon Back-Stop Agreement shall impose any duty or obligation on the State of Oregon or any of its agencies or officers, including without limitation the Oregon Department of Justice or the Oregon Attorney



General.

**e) Additional Costs**

- i. Each OR Participating Subdivision may contribute up to 5% of its Local Allocation to pay opioid related expenditures such as unreimbursed administrative expenses, costs, professional fees and attorney fees of outside legal counsel and in-house legal counsel employed by the OR Participating Subdivision (collectively, “Additional Costs”). Each OR Participating Subdivision is responsible for determining the amount of its Local Allocation that it uses to pay Additional Costs (subject to the limit in the previous sentence and as set forth in Section 4(e)(ii) below), and which Additional Costs it chooses to pay.
- ii. The Additional Costs may only be used consistent with the Distributor and Janssen Agreements, and pursuant to the August 6, 2021, order by Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributor and Janssen Agreements and their counsel. In addition, to the extent the Additional Costs are used to pay the attorney’s fees of Contingency Fee Counsel, the cumulative amount of such fees paid to the Contingency Fee Counsel for a Litigating Local Government from the Attorney Fee Fund, the Cost Fund, the OR Back-Stop Fund, and as Additional Costs may not exceed 15% of the Litigating Local Government’s share of 50% of the Oregon Settlement Funds.
- iii. Each OR Participating Subdivision that pays Additional Costs shall report such payments as required by the Distributor and Janssen Agreements and this OR Allocation Agreement.
- iv. Neither the State of Oregon, including the Oregon Department of Justice, nor the Oregon Attorney General shall have any responsibility for any Additional Costs, and shall have no responsibility or authority to resolve any disputes among the OR Participating Subdivisions, Contingency Fee Counsel of the Litigating Local Government, or any other parties with respect to any claims for payment of Additional Costs.

**5. State and Subdivision Reporting and Oversight**

- a) Prior to September 1 of each year each OR Participating Subdivision receiving payment of OR Subdivision Funds under this OR Allocation Agreement shall deliver an annual report to the Oregon Department of Justice, to the attention of the Deputy Attorney General regarding how it expended OR Subdivision Funds during the prior fiscal year (July 1 – June 30). The Oregon Department of Justice may share those reports with the PTR Board (or its equivalent as established by the Enabling Legislation) and other State entities to ensure expenditures of OR Subdivision Funds were made and will be made in accordance with the Distributor and Janssen Agreements and this OR Allocation Agreement. Each report delivered under this Section 5(a) will also include a certification that all OR Subdivision Funds received by the OR Participating Subdivision during the prior fiscal year have been used in compliance with the Distributor and Janssen Agreement and this OR Allocation Agreement. Each annual report delivered pursuant to this Section 5.a shall include, for the fiscal year that is the subject of the report, (1) the amount of the OR Subdivision Funds received by the reporting OR Participating Subdivision, (2) the allocation of any amounts of OR Subdivision Funds awarded or expended by the OR Participating Subdivision (by journal entry or substantially equivalent report, provided such report shall include, at a minimum, the amount awarded or expended, payee (if applicable) and a description of the expenditure), and (3) the amounts actually disbursed under any award reported under item 2. OR Participating Subdivisions may, for their convenience, adapt existing forms or reports otherwise used by the OR Participating Subdivision to meet the foregoing requirements.

- b) If the State has a reasonable basis to suspect that an OR Participating Subdivision's use of OR Subdivision Funds is inconsistent with the Distributor and Janssen Agreements or this OR Allocation Agreement the State may request from the OR Participating Subdivision, and the OR Participating Subdivision will provide, existing data or information about the use of the OR Subdivision Funds received by that OR Participation Subdivision. All requests for information must be reasonable.
- c) If an OR Participating Subdivision has a reasonable basis to suspect that the States' use of OR State Funds is inconsistent with the Distributor and Janssen Agreements or this OR Allocation Agreement an OR Participating Subdivision may request from the State, and the State will provide, existing data or information about the use of the OR State Funds received by the State. All requests for information must be reasonable.
- d) The State will prepare an annual written report regarding the use of Oregon Settlement Funds until those funds are fully expended and for one year thereafter. These reports will be made publicly available by the State.
- e) The State, the PTR Board (or its equivalent as established by the Enabling Legislation) and all OR Participating Subdivisions receiving OR Subdivision Funds will track all deposits and expenditures in accordance with Oregon laws each party is subject to. Each OR Participating Subdivision is responsible solely for the OR Subdivision Funds it receives. A county is not responsible for oversight, reporting, or monitoring of OR Subdivision Funds received by a city within that county that receives direct payment of OR Subdivision Funds.
- f) In each year in which the State prepares an annual report the State will also host a public meeting to discuss the annual report.

## **6. Audits**

- a) If the State or any OR Participating Subdivision has a reasonable basis to suspect that an OR Participating Subdivision's use of OR Subdivision Funds or the State's use of the OR State Funds is inconsistent with the Distributor Settlement Agreement, the Janssen Settlement Agreement, or this OR Allocation Agreement, such Party may request the Oregon Secretary of State conduct an audit pursuant to ORS Chapter 297, provided, however, if the Oregon Secretary of State declines to conduct such an audit, the Parties will select a third party auditor mutually agreed to by the Parties.
- b) No audit may be commenced under Section 6(a) related to a specific expenditure of funds more than five years after the date on which the OR Participating Subdivision's expenditure of the funds subject to the audit was last reported to the State in an annual report submitted pursuant to Section 5(a).
- c) Notwithstanding the foregoing, this OR Allocation Agreement does not limit the statutory or constitutional authority of the State of Oregon or a local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

## **7. Medicaid Clawback**

The Parties understand that the United States may claim a portion of the OR Settlement Funds for Medicaid reimbursement pursuant to § 1903 (d)(3)(A) of the Social Security Act. The Parties agree that, to the extent a claim for Medicaid reimbursement is made, the Parties shall bear the liability for the reimbursement based upon the particular claims made by the United States pursuant to with § 1903 (d)(3)(A) of the Social Security Act. The Parties agree to meet, confer, and cooperate in good faith concerning the allocation of any such liability.

## 8. Applicability

This OR Allocation Agreement applies to all funds received by Oregon for the McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J") settlements. In addition, the allocation percentage contained herein (45% to the OR State Fund, 55% to OR Subdivision Fund), shall apply to future multistate opioid settlements with distributors, manufacturers, and pharmacies, subject to consideration of other terms of such settlements that impact allocation considerations. For the Purdue bankruptcy, the allocation of funds set forth in this Section 8, shall apply to Oregon's share of funds under the bankruptcy plan confirmed by Judge Drain on September 17, 2021 (the "Purdue Bankruptcy Plan"). However, any additional amounts paid under the Purdue bankruptcy resulting from Oregon and other states' appeal of the that plan's confirmation shall be paid directly to the State of Oregon, and any such additional amounts shall not be included in the calculation of the amount of the OR State Funds due to the State of Oregon under Section 4. The Parties acknowledge that in order to obtain settlement funds under the Purdue Bankruptcy Plan the Parties will need to file with the bankruptcy court that approved the Purdue Bankruptcy Plan a proposed allocation agreement that complies with the approved Purdue Bankruptcy Plan, and, to the extent permitted by the Purdue Bankruptcy Plan, the default allocation set forth in the proposed allocation agreement shall provide that 45% of the funds distributed to Oregon under the Purdue Bankruptcy Plan will be allocated to the State of Oregon, and 55% of the funds distributed to Oregon under the Purdue Bankruptcy Plan will be allocated to OR Participating Subdivisions. The Parties further agree that they will reasonably cooperate with one another to complete the timely filing of the allocation agreement within any deadlines established by the bankruptcy court. In addition, this OR Allocation Agreement, and allocation percentages set forth in this Section 8, shall not apply to any legal actions pursued by or settled by the State of Oregon as an individual state or any legal actions pursued by or settled by any OR Participating Subdivisions as individual cities or counties.

## 9. Releases

All Parties agree to release all claims as required to participate in the Distributor and Janssen Agreements as set forth in Exhibits K to the Distributor and Janssen Agreements and execution of such releases is a condition of receiving Oregon Settlement Funds under this OR Allocation Agreement.

## 10. Miscellaneous

- a) **Enforcement.** The State or any OR Participating Subdivision may bring a motion or action in any Oregon State court having competent jurisdiction to enforce the requirements of this OR Allocation Agreement. Before filing such a motion or action the Party intending to file the motion or action will meet and confer with the Party that is or will be the subject of the anticipated motion or action.
- b) **No Intended Third Parties.** Except as provided in the Distributor and Janssen Agreements, this OR Allocation Agreement is not enforceable by any party other than the State and the OR Participating Subdivisions. There are no intended third-party beneficiaries to this OR Allocation Agreement, and this OR Allocation Agreement does not confer any rights or remedies upon, and shall not be enforceable by, any person, legal entity, or public body that is not a Party to this OR Allocation Agreement.
- c) **Severability.** Except as provided in the OR Allocation Agreement, if any provision of this OR Allocation Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this OR Allocation Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this OR Allocation Agreement will be valid and enforceable to the fullest extent permitted by law. In the event any provision or part of this OR Allocation Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire OR Allocation Agreement, will be inoperative.

- d) **Additional Litigation.** Nothing in this OR Allocation Agreement alters or is intended to alter or change the right of the State of Oregon or any OR Participating Subdivision to pursue its own claims against any defendant, other than Janssen and the Settling Distributors, through separate opioid-related litigation.
- e) **Construction.** With regard to each and every term and condition of this OR Allocation Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted. If at any time the Parties or any court, administrative hearings officer, mediator, arbitrator, or arbitration panel, are required to interpret or construe any such term or condition, no consideration shall be given to the issue of which Party actually prepared, drafted or requested any term or condition thereof.
- f) **Entire Agreement.** This OR Allocation Agreement contains the entire agreement between the Parties and supersedes and cancels all previous negotiations and agreements, if any.
- g) **Amendments.** Any and all amendments to this OR Allocation Agreement must be in writing and must be signed by all Parties.
- h) **Authority.** Each Party that enters into this OR Allocation Agreement represents that it has authority to enter into this OR Allocation Agreement and that all actions or authorizations by the Party's respective Commissions, Councils, Boards, or other governing bodies necessary to authorize the Party to enter into this OR Allocation Agreement have been completed or obtained.
- i) **Legal Advice.** Each Party to this OR Allocation Agreement acknowledges that it has been advised to seek legal counsel and has had the opportunity to have this OR Allocation Agreement reviewed by legal counsel.
- j) **Governing Law.** Except as provided in the Distributor and Janssen Agreements, this OR Allocation Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

**EXHIBIT E****List of Opioid Remediation Uses****Schedule A  
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).<sup>14</sup>

- A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
  2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
  2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
  3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
  4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

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<sup>14</sup> As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

**Schedule B**  
**Approved Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT
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**A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:<sup>15</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MAT*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

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<sup>15</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.



8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
  2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
  3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“*CTP*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“*NAS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION
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**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“*PDMPs*”), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.



8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

#### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.



7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

<b>PART THREE: OTHER STRATEGIES</b>
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**I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

#### **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

#### **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**Wasco County / City of The Dalles  
2024-2028 Opioid Settlement Funding  
Recommended Project Summaries**

The Opioid Task Force is please to share the summaries of the five applications that received during this funding period (2024 – 2027). The Request for Proposals were submitted in July and all five applicants received a recommended for full or partial funding. A contract requirement will require the scope of work to serve residents within Wasco County, and many of the applicants will predominately serve residents of The Dalles.

**Northern Oregon Regional Corrections (NORCOR) - \$179,000**

People with mental and substance use disorders are over-represented in the justice system. This project prioritizes rehabilitation and reintegration of that subset of justice-involved individuals back into the community. The project goal is to reduce recidivism and save lives by providing comprehensive support and resources during and after incarceration. Activities will include: (1) Evidence based rehabilitation focused on education, vocational training and mental health support. (2) Individualized re-entry plans for each participant that includes housing assistance, employment readiness and healthcare access. (3) Peer support and mentorship to foster community connections and social reintegration. The intended outcomes are to reduce substance use, improve mental health, increased treatment engagement and enhanced reintegration success.

**YouthThink - \$57,550**

The project focuses on creating an educated and aware primary prevention adult population. To achieve our overall goal of reducing youth substance use, we must have an educated adult population that understands primary prevention and the importance of evidence-based prevention science. With this collective knowledge and understanding, we can create healthier environmental conditions within the home, school and community at large. YouthThink will collaborate with the Partnership to End Addiction (“Partnership”). The “Partnership” is a national non-profit organization with more than 30 years of research and direct service experience with respect to evidence-based prevention and adolescent treatment for substance use and co-occurring disorders. Together, the “Partnership” and YouthThink will train a minimum of 30 individuals in the Partnership Core Prevention Development Curriculum as well as offer 12 monthly community based virtual trainings

**Gorge Recovery Center - \$87,486**

The George Recovery Center (GRC) proposes to establish a comprehensive community-based recovery center in The Dalles, Oregon, serving adults aged 18 and older impacted by substance use disorders (SUDs). The project addresses limited access to recovery services by establishing a dedicated recovery center to bridge the gaps in accessing evidence-based treatment and support services for individuals with SUDs. In addition, the project addresses the need for social and community support necessary for individuals in recovery to support their recovery efforts, including peer support and community-building activities. Finally, the project will address the stigma associated with substance use disorders and providing culturally responsive care. Funding will support on-site peer support specialist and is connected to the 2 million that has already been promised by the state Alcohol and Drug Policy Commission.

**Dufur School District - \$21,280**

Dufur School District will utilize funds to purchase and upgrade their K-12 grade health Curriculums in addition to the purchase of a Promethean Board to present Health curriculum during class time. This funding aims to achieve its intended outcomes of enhancing students’ social and emotional competencies while effectively preventing substance use, including opioid misuse. Through a comprehensive and integrated approach to health education, students will be equipped with the knowledge, skills, and attitudes necessary to make healthy choices and lead substance-free lives.

**The Next Door, Inc. - \$101,963**

Through this grant, The Next Door, Inc. will conduct a follow-up needs assessment to better understand substance use and misuse among the LGBTQIA2S+ community, increase knowledge about the risks of substance use, misuse, and overdose, and support the LGBTQIA2S+ community to feel safe and welcome and to prevent substance use. This effort will include Naloxone trainings, educational opportunities that increase knowledge about the risks of substance use, misuse and overdose with the LGBTQIA2+ community. According to the U.S. Department of Health and Human Services, Healthy People 2030 initiative “high school students who identify as lesbian, gay, or bisexual are almost twice as likely to use illicit drugs as those who identify as heterosexual”.

**Wasco County - \$40,327.03**

Wasco County will take on the responsibility of contracting and reporting to state and federal agencies

Anticipated funding from Opioid Settlement received through 2027:

- Wasco County                   \$343,703.16
- City of The Dalles           \$143,902.87
- **Total**                           **\$487,606.03**

**Total 2024 – 2027 project funding allocation \$487,606.03**



## AGENDA STAFF REPORT

**AGENDA LOCATION:** Item # 11C

**MEETING DATE:** December 16, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Dave Anderson, Public Works Director

**ISSUE:** Adoption of Mill Creek Watershed Forest Stewardship Plan

**BACKGROUND:** In March 2024 the City was awarded a \$150,000 grant from a coalition of state and federal agencies known as the Drinking Water Provider Partnership (DWPP). The purpose of the grant was to fund development of a 20-year management plan for City-owned lands in The Dalles Municipal Watershed. The US Forest Service is administering the grant. The final draft plan has been completed and is presented here for the City Council to consider for adoption.

The City contracted with Springboard Forestry to develop the plan. Springboard Forestry is a certified forest management consultant that was recommended for the project by staff from both Oregon DEQ and The Conservation Fund. The City also contracted with Skookum Resource Management to conduct field surveys and timber stand inventories on City lands in support of the plan's development.

The management plan, called a stewardship plan, summarizes the City's management objectives for City-owned forested lands within the Watershed to protect water quality and promote healthy, fire-resilient forests. It is intended to help guide future decision-makers in the management of Watershed resources. It describes existing forest conditions on City-owned lands and provides a 10-year recommended work plan as well as longer term management opportunities. The plan also provides information supporting the City's acquisition of the Arrowhead Ranch properties in the Watershed from Lupine Forest LLC, a project for which the City has entered into an option agreement and is currently seeking grant funding.

Information from the plan will be used to evaluate the feasibility of implementing a carbon credit program which could possibly be a future source of revenue of the City.

**BUDGET IMPLICATIONS:** There are no immediate budgetary implications associated with adoption of the Mill Creek Watershed Forest Stewardship Plan. The plan identifies future Watershed management projects which can both generate revenue and require funding to inform the development of future City budgets. If adopted, the plan will be used to support an application for a \$675,000 grant to partially fund the purchase of the Arrowhead Ranch properties from Lupine Forest LLC. Information from the plan will be used to explore opportunities to implement a carbon credit program which could be a source of revenue for the City in the future.

**COUNCIL ALTERNATIVES:**

1. **Staff recommendation:** *Move to adopt the Mill Creek Watershed Forest Stewardship Plan.*
2. Deny authorization to adopt the Mill Creek Watershed Forest Stewardship Plan and provide additional direction to staff.



## AGENDA STAFF REPORT

### AGENDA LOCATION: Item #11D

**MEETING DATE:** December 16, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Eric Hansen, Deputy Public Works Director

**ISSUE:** Adopting Special Ordinance No. 24-605, a Special Ordinance Accepting Real Property on West 6<sup>th</sup> Street for Public Street Purposes

**BACKGROUND:** The City has been working for several years to acquire properties that would allow for the widening of West 6<sup>th</sup> Street extending northwest from Snipes Street to Hostetler Street. That acquisition is needed to support the full development of this Arterial Street as identified in the City's adopted Transportation System Plan, Storm Water Master Plan, and Wastewater Facility Master Plan. Those improvements are currently anticipated to take place in calendar year 2025.

After extensive negotiations, the property owners have agreed to dedicate portions of their real property to the City in exchange for frontage improvements benefitting the remainder of their properties that will be constructed during the upcoming West 6<sup>th</sup> Street Widening Project. Specifically:

- For the parcels depicted in Assessor's Map No. 2N 13E 32 AA as Tax Lots 2400 and 2401, the total square footage to be dedicated to the City is 7,597 square feet. Anticipated frontage improvements are estimated to cost the City \$60,310 (\$7.94 per square foot).
- For the parcel depicted in Assessor's Map No. 2N 13E 29 DD as Tax Lot 1100, the square footage to be dedicated to the City is 2,469 square feet. Anticipated frontage improvements are estimated to cost the City \$16,876 (\$6.84 per square foot).

For context, a recent public right-of-way acquisition in 2022 for the development of 15<sup>th</sup> Street had a value of \$9.00 per square foot. The map below shows the highlighted property proposed to be dedicated to the City.

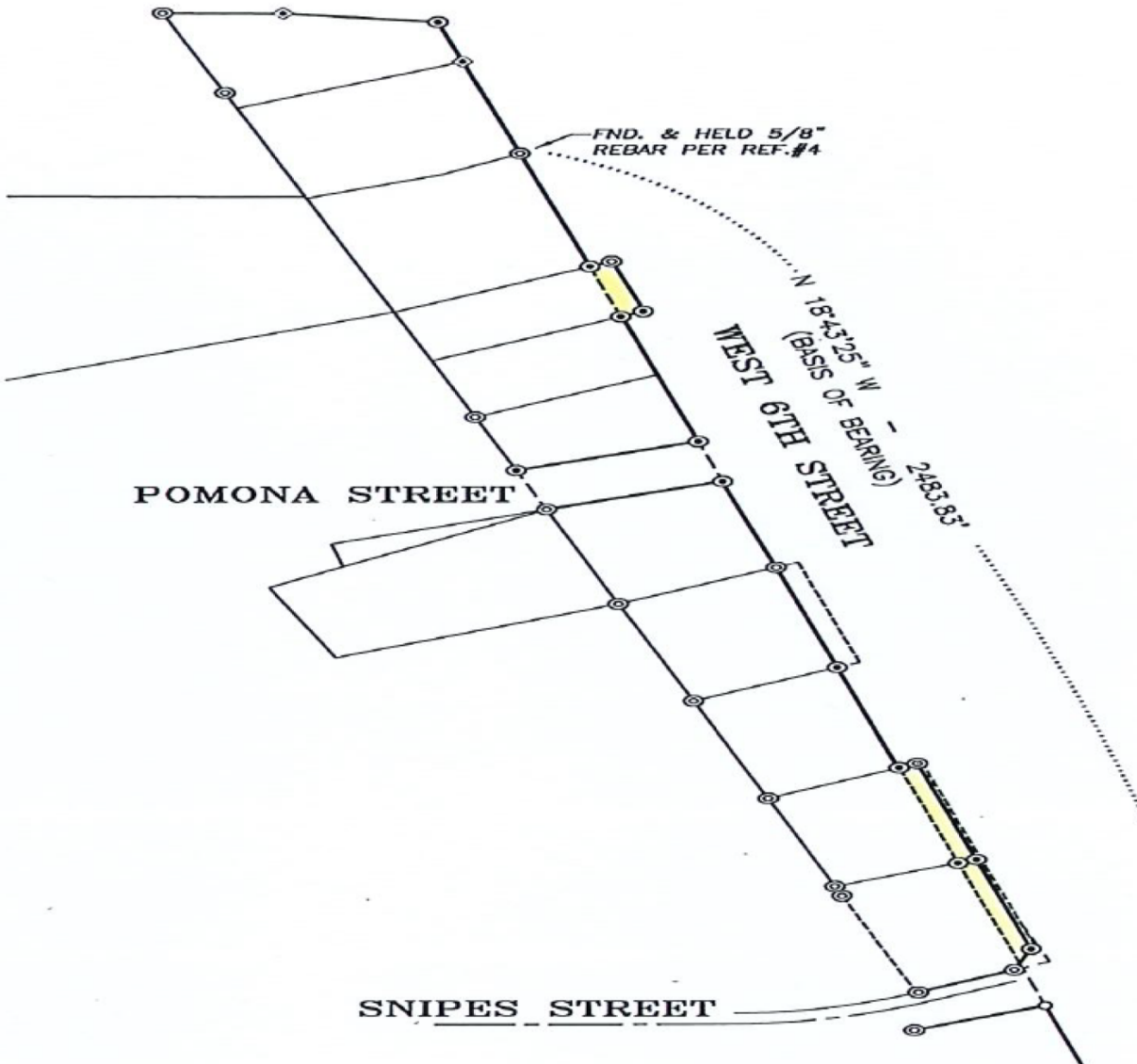
**BUDGET IMPLICATIONS:** There are adequate funds available for this project within the West 6<sup>th</sup> Street Widening Project line item.



**COUNCIL ALTERNATIVES:**

1. ***Staff recommendation: Move to adopt Special Ordinance No. 24-605, as presented, by title only.***
2. Make minor modifications to then move to adopt Special Ordinance No. 24-605, as amended, by title only.
3. Make substantive modifications to then move to adopt Special Ordinance No. 24-605, as amended, by title only, subject to a second approval at a future meeting.
4. Decline formal action and provide Staff additional direction.

HOSTETLER STREET



**SPECIAL ORDINANCE NO. 24-605**

**A SPECIAL ORDINANCE ACCEPTING REAL PROPERTY  
ON WEST 6<sup>TH</sup> STREET  
FOR PUBLIC STREET PURPOSES**

**WHEREAS**, the full development of West 6<sup>th</sup> Street (as described by the City's adopted Transportation System Plan, Storm Water Master Plan, and Wastewater Facility Master Plan) requires street widening before the City's installation of public facilities and improvements;

**WHEREAS**, that widening involves the City's public right-of-way expanding into certain privately owned lands abutting West 6<sup>th</sup> Street between Snipes Street and Hostetler Street;

**WHEREAS**, Sandra Dean owns real property abutting West 6<sup>th</sup> Street and intends to dedicate a portion of that real property to the City in exchange for the City's installation of frontage improvements on West 6<sup>th</sup> Street benefitting the remainder of that real property, as more fully described in that certain Dedication Agreement attached to and made part of this Special Ordinance as its **Exhibit A**;

**WHEREAS**, The Dalles, LLC, an Oregon limited liability company, owns real property abutting West 6<sup>th</sup> Street and intends to dedicate a portion of that real property to the City in exchange for the City's installation of frontage improvements on West 6<sup>th</sup> Street benefitting the remainder of that real property, as more fully described in that certain Dedication Agreement attached to and made part of this Special Ordinance as its **Exhibit B**; and

**WHEREAS**, the City desires intends to accept those described dedications of real property as herein described in support of the public health, safety, and welfare.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF THE DALLES  
ORDAINS AS FOLLOWS:**

**Section 1**     Dedication Agreements Authorized. The City Council hereby authorizes the City Manager to execute those certain *Dedication Agreements* with Sandra Dean and The Dalles, LLC, attached to and made part of this Special Ordinance as its **Exhibits A and B**, respectively.

**Section 2**     Dedication Deeds Authorized. The City Council hereby authorizes the City Manager to execute those certain *Dedication Deeds* from Sandra Dean and The Dalles, LLC, attached to and made part of this Special Ordinance as its **Exhibits C and D**, respectively.

**Section 3**     Dedications Accepted. The City of The Dalles hereby accepts Sandra Dean's and The Dalles, LLC's dedications of their respective portions of real property, legally described in the Dedication Deeds described in Section 2.

**Section 4**     Effective Date. This Special Ordinance shall be effective 30 days after adoption.

**PASSED AND ADOPTED THIS 16<sup>TH</sup> DAY OF DECEMBER, 2024,**

<b>Voting Yes</b>	Councilors:	_____
<b>Voting No</b>	Councilors:	_____
<b>Abstaining</b>	Councilors:	_____
<b>Absent</b>	Councilors:	_____

**AND APPROVED BY THE MAYOR THIS 16<sup>TH</sup> DAY OF DECEMBER, 2024.**

\_\_\_\_\_  
Richard A. Mays, Mayor

*ATTEST:*

\_\_\_\_\_  
Amie Ell, City Clerk

## DEDICATION AGREEMENT

This DEDICATION AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**) and Sandra Dean, an individual (**Owner**) for Owner's dedication of real property to the City for public right-of-way and street purposes.

**WHEREAS**, Owner owns that certain lot (**Parcel A**) addressed 3210 West 6<sup>th</sup> Street in The Dalles, Oregon, depicted in **Assessor's Map No. 2N 13E 29 DD as Tax Lot 1100**, transferred to Owner through Quitclaim Deed recorded in the Wasco County Official Records as Instrument No. 2019-984, and legally described, to wit:

**PARCEL I:**

The following described property situated In the County of Wasco and State of Oregon:

Commencing at the most Westerly comer of Tract 10, SNIPES ACRES, and running thence Northeasterly along the Northwesterly line of said Tract 10, 100 feet; thence Southeasterly and parallel with the Southwesterly line of said Tract 10, 50 feet to the true point of beginning of the tract herein and hereby described; thence continuing Southeasterly and parallel with the Southwesterly line of said Tract 10, 50 feet to a point; thence Northeasterly and parallel with the Northwesterly line of said Tract 10 to an Intersection with the relocated Columbia River Highway as described in Deed from Denzil L. Carter and Ida M. Carter, husband and wife, to State of Oregon, by and through its State Highway Commission recorded January 26, 1952 in Book 122, Page 690, Deed Records; thence Northwesterly along said Southwesterly line of the relocated Columbia River Highway to an intersection with a line drawn 50 feet Southeasterly distant from and parallel to the Northwesterly line of said Tract 10; thence Southwesterly along said parallel line to the point of beginning.

**PARCEL II:**

The following described property situated In the County of Wasco and State of Oregon:

Commencing at the most Westerly comer of Tract 10, SNIPES ACRES, and running Northeasterly along the Northwesterly line of said Tract 10, 100 feet to the true point of beginning of the tract herein and hereby described; thence Southeasterly and parallel with the Southwesterly line of said Tract 10, 50 feet to a point; thence Northeasterly and parallel with the Northwesterly line of said Tract 10 to an intersection with the Southwesterly line of the relocated Columbia River Highway as described In Deed from Denzil L. Carter and Ida M. Carter, husband and wife, to State of Oregon by and through its State Highway Commission recorded January 26, 1952 in Book 122, Page 690, Deed Records; thence Northwesterly along the said Southwesterly line of the relocated Columbia River Highway to an intersection with the said Northwesterly line of said Tract 10; thence Southwesterly along said Northwesterly line of said Tract 10 to the true point of beginning.

**PARCEL III:**

A tract of land In Tract 10, SNIPES ACRES, in the County of Wasco and State of Oregon, described as follows:

Beginning at the most Westerly comer of said Tract 10; thence Northeasterly along the Northwesterly line of said Tract 10, 100 feet; thence Southeasterly and parallel with the Southwesterly line of said Tract 10, 100 feet to a point; thence Southwesterly 100 feet to a point in the Southwesterly line of said Tract 10 which is 100 feet distant from the point of beginning; thence Northwesterly on said Southwesterly line of Tract 10, 100 feet to the point of beginning.

**WHEREAS**, City requested from Owner and Owner approves dedicating a certain portion of Parcel A to the City in connection with the City's 6<sup>th</sup> Street Widening Project (**Project**),

more fully described in the contract documents on file with the City for Contract No. 2024-010; and

**WHEREAS**, Owner desires to dedicate and the City desires to accept that certain portion of Parcel A for public right-of-way and street purposes contemplated by the Project consistent with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of both the provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, the Parties agree:

**A. Owner's Duties.**

1. Dedication Deed. Owner agrees to convey title and transfer ownership of a certain portion of Parcel A to the City by delivering to the City a fully executed Dedication Deed, an unexecuted copy of which is attached to and made part of this Agreement as its **Exhibit 1**, by January 15, 2025.

**B. City's Duties.**

1. Compensation. The City agrees to install frontage improvements benefitting Parcel A consistent with the Project and having an estimated value to Owner of \$16,876.
2. Recording Cost. The City, at its sole expense, agrees to record the executed Dedication Deed described by Section A(1) in the Wasco County Official Records.
3. Mapping Costs. The City, at its sole expense, agrees to cover any mapping costs owed Wasco County to reflect the provisions of this Agreement.

**C. General Provisions.**

1. Modification. This Agreement may only be amended by written amendment duly executed by the Parties.
2. Integration. This Agreement represents the full and final agreement between the Parties and supersedes all prior or contemporaneous negotiations and agreements between them on its substance.
3. Severability and Governing Law. The Parties agree any provision of this Agreement deemed unenforceable is severed from this Agreement and the other provisions remain in force. The Parties agree this Agreement is governed by and intended to be construed in accordance with the laws of the State of Oregon and any disputes connected with this Agreement will be heard in the Circuit Court of the State of Oregon for Wasco County.
4. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original and all of which constitute only one agreement between the Parties.



5. Notices. Unless contradicted by specific provision of this Agreement or otherwise required by applicable law, all notices contemplated or required by this Agreement shall be deemed delivered two (2) days after deposit in the United States certified or registered mail, postage prepaid, and addressed:

**To the City:** City Manager  
City of The Dalles  
313 Court Street  
The Dalles, OR 97058

**To Owner:** Sandra Dean  
1530 Catalina Lane  
White Salmon, WA 98672

**IN WITNESS WHEREOF**, the Parties duly execute this **DEDICATION AGREEMENT** this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF THE DALLES**

**OWNER**

\_\_\_\_\_  
Matthew B. Klebes, City Manager

\_\_\_\_\_  
Sandra Dean, Owner

**ATTEST:**

\_\_\_\_\_  
Amie Ell, City Clerk

**Approved as to form:**

\_\_\_\_\_  
Jonathan M. Kara, City Attorney



## DEDICATION AGREEMENT

This DEDICATION AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**) and The Dalles, LLC, an Oregon limited liability company (**Owner**) for Owner's dedication of real property to the City for public right-of-way and street purposes.

**WHEREAS**, Owner owns that certain unaddressed lot (**Parcel A**) in The Dalles, Oregon, depicted in **Assessor's Map No. 2N 13E 32 AA as Tax Lot 2400**, transferred to Owner through Statutory Warranty Deed recorded in the Wasco County Official Records as Instrument No. 2014-3891, and legally described, to wit:

A tract of land lying in Tract 6 of the Plat of SNIPES ACRES in Sections 32 and 33, Township 2 North, Range 13 East, Willamette Meridian, City of The Dalles, Wasco County, Oregon, being more particularly described as follows.

Commencing at the Southwest corner of said Tract 6; thence along the Westerly line of said Tract 6, North 22°50'30" West 19.47 feet to the true point of beginning of this description; thence continuing along said Westerly line, North 22°50'30" West 180.06 feet to the Northwest corner of said Tract 6; thence leaving said Westerly line along the Northerly line of said Tract 6, North 67°06'13" East 167.95 feet to the intersection with the Westerly right-of-way line of Interstate 84; thence along said Westerly right-of-way line, South 18°43'40" East 191.81 feet; thence leaving said Westerly line at a right angle, South 71°16'20" West 154.59 feet to the true point of beginning of this description.

**WHEREAS**, Owner owns that certain lot (**Parcel B**) addressed **707 Snipes Street** in The Dalles, Oregon, depicted in **Assessor's Map No. 2N 13E 32 AA as Tax Lot 2401**, transferred to Owner through Bargain and Sale Deed recorded in the Wasco County Official Records as Instrument No. 2012-4781, and legally described, to wit:

### **Parcel 1: (Fee Title Estate)**

A tract of land lying in Tracts 5, 6, and 16 of the Plat of Snipes Acres in Sections 32 and 33, Township 2 North, Range 13 East, Willamette Meridian, City of The Dalles, Wasco County, Oregon, being more particularly described as follows.

Beginning at the Southwest corner of said Tract 6; thence along the Westerly line of said Tract 6, North 22°50'30" West 19.47 feet; thence leaving said Westerly line, North 71°16'20" East 154.59 feet to the intersection with the Westerly right-of-way line of Interstate 84; thence along said Westerly right-of-way line, South 18°43'40" East 178.56 feet; thence South 24°16'58" West 42.82 feet to the intersection with the northerly right-of-way line of Snipes Street; thence along said Northerly right-of-way line, South 66°54'24" West 107.78 feet; thence on a 484.84 foot radius curve to the right, through a central angle of 17°59'11", a distance of 152.20 feet (the long chord of which bears South 75°54'00" West 151.58 feet); thence leaving said Northerly right-of-way line, North 22°47'57" West 216.95 feet; thence North 82°34'15" East 152.94 feet to the point of beginning.

### **Parcel 2: (Easement Estate)**

A 35 foot wide strip of land lying in Tracts 5 and 6 of the Plat of Snipes Acres in Sections 32 and 33, Township 2 North, Range 13 East, Willamette Meridian, City of The Dalles, Wasco County, Oregon, being more particularly described as follows.

A strip of land 35.00 feet in width lying 17.50 feet on each side of the following described centerline:



Commencing at the Southwest corner of said Tract 6; thence along the Westerly line of said Tract 6, North 22°30'50" West 19.47 feet; thence leaving said Westerly line, North 71°16'20" East 104.59 feet to the true point of beginning of this description; thence continuing North 71°16'20" East 50.00 feet to the intersection with the Westerly right-of-way line of Interstate 84 and there terminating.

**WHEREAS**, City requested from Owner and Owner approves dedicating certain portions of Parcel A and Parcel B to the City in connection with the City's 6<sup>th</sup> Street Widening Project (**Project**), more fully described in the contract documents on file with the City for Contract No. 2024-010; and

**WHEREAS**, Owner desires to dedicate and the City desires to accept those certain portions of Parcel A and Parcel B for public right-of-way and street purposes contemplated by the Project consistent with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of both the provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, the Parties agree:

**A. Owner's Duties.**

1. Dedication Deed. Owner agrees to convey title and transfer ownership of certain portions of Parcel A and Parcel B to the City by delivering to the City a fully executed Dedication Deed, an unexecuted copy of which is attached to and made part of this Agreement as its **Exhibit 1**, by January 15, 2025.

**B. City's Duties.**

1. Compensation. The City agrees to install frontage improvements benefitting Parcel A and Parcel B consistent with the Project and having an estimated value to Owner of \$60,310. The City further allows Owner the right to install, at Owner's sole expense and consistent with and to the degree authorized by applicable law, a future driveway entrance on Snipes Street consistent with the April 5, 2012, site team notes between the Parties.
2. Recording Cost. The City, at its sole expense, agrees to record the executed Dedication Deed in the Wasco County Official Records.
3. Mapping Costs. The City, at its sole expense, agrees to cover any mapping costs owed Wasco County to reflect the provisions of this Agreement.

**C. General Provisions**

1. Modification. This Agreement may only be amended by written amendment duly executed by the Parties.
2. Integration. This Agreement represents the full and final agreement between the Parties and supersedes all prior or contemporaneous negotiations and agreements between them on its substance.



3. Severability and Governing Law. The Parties agree any provision of this Agreement deemed unenforceable is severed from this Agreement and the other provisions remain in force. The Parties agree this Agreement is governed by and intended to be construed in accordance with the laws of the State of Oregon and any disputes connected with this Agreement will be heard in the Circuit Court of the State of Oregon for Wasco County.
4. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original and all of which constitute only one agreement between the Parties.
5. Notices. Unless contradicted by specific provision of this Agreement or otherwise required by applicable law, all notices contemplated or required by this Agreement shall be deemed delivered two (2) days after deposit in the United States certified or registered mail, postage prepaid, and addressed:

**To the City:** City Manager  
City of The Dalles  
313 Court Street  
The Dalles, OR 97058

**To Owner:** The Dalles, LLC  
8611 NE Ochoco Highway  
Prineville, OR 97754

**IN WITNESS WHEREOF**, the Parties duly execute this **DEDICATION AGREEMENT** this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF THE DALLES**

**THE DALLES, LLC**

\_\_\_\_\_  
Matthew B. Klebes, City Manager

\_\_\_\_\_  
Richard W. Priday, Manager

**ATTEST:**

\_\_\_\_\_  
Amie Ell, City Clerk

**Approved as to form:**

\_\_\_\_\_  
Jonathan M. Kara, City Attorney



**After recording return to:**

City Clerk  
City of The Dalles  
313 Court Street  
The Dalles, OR 97058

**Until a change is requested,  
send all tax statements to:**

City Clerk  
City of The Dalles  
313 Court Street  
The Dalles, OR 97058

**DEDICATION DEED**

**Grantor:**        **Sandra Dean, an individual**  
1530 Catalina Lane  
White Salmon, WA 98672

**Grantee:**        **City of The Dalles, a municipal corporation of the State of Oregon**  
313 Court Street  
The Dalles, OR 97058

**KNOW ALL BY THESE PRESENTS**, Sandra Dean (**Grantor**) does hereby dedicate, grant, and convey unto the Public through the City of The Dalles (**Grantee**), its successors in interest and assigns, for use as a public right-of-way all the following real property (**Property**) in the County of Wasco, State of Oregon, free of all encumbrances, and bounded and described as follows, to wit:

A 25 foot wide strip of land lying in Tract 10 of the Plat of Snipes Acres in Sections 29, Township 2 North, Range 13 East, Willamette Meridian, City of The Dalles, Wasco County, Oregon, being more particularly described as follows:

Beginning at the Northwest corner of said Tract 10; thence on the Northerly line of said Tract 10, North 67°10'24" East 220.93 feet to the True Point of Beginning; thence along said Northerly line of Tract 10, North 67°10'24" East 25.06 feet to the Westerly Right of Way line of Sixth Street; thence along said Westerly Right of Way line South 18°43'25" East 99.97 feet; thence, South 67°06'10" West 25.07 feet; thence North 18°43'25" West 100.00 feet to the True Point of Beginning.

Contains 2,469 square feet (0.057 acre), more or less.

The Property is further depicted and is specifically labeled in the diagram attached to and made part of this DEDICATION DEED as its **Figure A**.

Grantee shall have the right to open, construct, improve, and maintain roads and streets of its design upon the Property and, in addition thereto, shall have the right to place or to permit others to place sidewalks, sewers, utilities, cables, pipes, electrical transmission wire, communications equipment, and such other improvements and facilities as Grantee deems necessary or convenient upon, above, or below the surface of the Property.

The **true consideration** of this conveyance is **other consideration given** (all of which Grantor hereby acknowledges receipt of) comprising frontage improvements including curb,

gutter, sidewalk, street surfacing, and striping (all as contemplated by Grantee's 6th Street Widening Project, described in the contract documents on file with Grantee for Contract No. 2024-010).

**TO HAVE AND TO HOLD**, the above described and granted Property unto Grantee, its successors in interest, and assigns forever.

Grantor hereby covenants to and with Grantee, its successors in interest, and assigns: Grantor is lawfully seized in fee simple of the above-named Property, free from all undisclosed encumbrances (no exceptions), and Grantor, its successors in interest, and assigns, shall warrant and forever defend the said Property against the lawful claims and demands of all persons claiming by, through, or under Grantor.

In construing this instrument and where the text so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and individuals.

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

**IN WITNESS WHEREOF**, Grantor has executed this **DEDICATION DEED** this \_\_\_\_\_ day of \_\_\_\_\_, 202\_. The person(s) whose name(s) is/are subscribed to this instrument acknowledge they executed the instrument in their legally authorized capacity, and by their signature on the instrument, the person or the entity upon behalf of which the person acted executed the instrument.

**GRANTOR**

\_\_\_\_\_  
Sandra Dean

**STATE OF OREGON** )  
  ) **ss**  
**COUNTY OF \_\_\_\_\_** )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_, by Sandra Dean.

Notary Public for Oregon \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Accepted on behalf of **GRANTEE** pursuant to the provisions of **Special Ordinance No. 24-605** (adopted by the City Council of the City of The Dalles on December 16, 2024) this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF THE DALLES**

\_\_\_\_\_  
Matthew B. Klebes, City Manager

*ATTEST:*

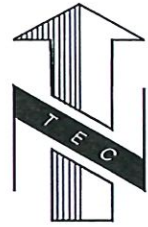
\_\_\_\_\_  
Amie Ell, City Clerk

**STATE OF OREGON** )  
  ) **ss**  
**COUNTY OF WASCO** )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by City Manager Matthew Klebes and City Clerk Amie Ell.

Notary Public for Oregon \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



0' 50' 100' 200'  
SCALE IN FEET

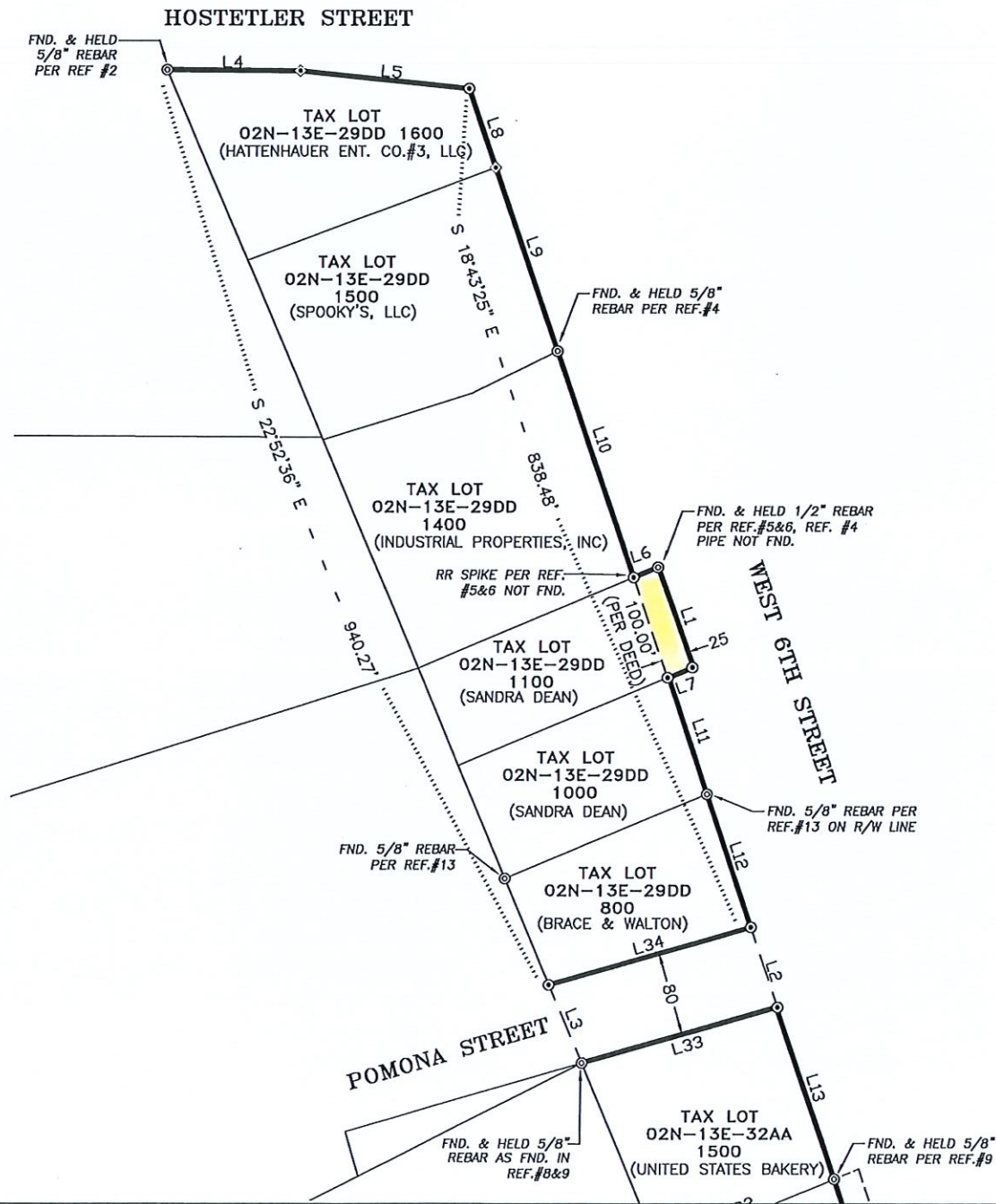
**WASCO COUNTY SURVEYOR'S OFFICE**

Survey No. \_\_\_\_\_  
Filed \_\_\_\_\_  
By \_\_\_\_\_

PLOT DATE: 2/7/2023

LINE	BEARING	DISTANCE
L1	N 18°43'25" W	99.97'
L2	N 18°43'25" W	80.09'
L3	S 23°19'34" E	80.65'
L4	S 89°37'36" E	125.28'
L5	N 84°02'38" W	161.58'
L6	N 67°10'24" E	25.06'
L7	N 67°06'10" E	25.07'
L8	N 18°43'25" W	79.12'
L9	N 18°43'25" W	183.61'
L10	N 18°43'25" W	226.11'
L11	S 18°43'25" E	116.30'
L12	S 18°43'25" E	133.32'
L13	S 18°43'25" E	172.43'
L14	N 18°43'25" W	84.61'
L15	N 67°05'07" E	20.05'
L16	N 67°05'07" E	5.01'
L17	N 24°16'58" E	29.32'
L18	N 24°16'58" E	13.60'
L19	S 66°54'24" W	107.78'
L20	S 22°51'05" E	19.48'
L21	N 67°08'09" E	162.58'
L22	N 67°05'07" E	147.92'
L23	S 18°43'25" E	191.81'
L24	S 18°43'25" E	178.50'
L25	S 71°14'37" W	154.56'
L26	S 18°43'25" E	199.97'
L27	S 18°43'25" E	200.61'
L28	S 18°43'25" E	390.29'
L29	N 22°51'05" W	199.25'
L30	S 22°51'05" E	180.09'
L31	S 22°54'51" E	200.22'
L32	S 67°16'20" W	177.46'
L33	N 73°55'51" E	190.85'
L34	S 73°55'51" W	197.33'

(125.08' DEED & REF. #2)  
(161.7' DEED & REF. #2)  
(25.07' REF. #5&6)  
(79.26' DEED & REF. #2)  
(PER DEED, REF. #4&6)  
(226.00' REF. #5&6)  
(116.4' DEED)  
(132.4' DEED & REF #13)  
(PER REF. #8&9)  
(PER REF. #11)  
(PER REF. #11)  
(PER REF. #11)  
(13.50 REF. #11)  
(PER REF. #11)  
(19.47' REF. #11)  
(162.46' REF. #10)  
(147.90 REF. #11)  
(PER REF. #11)  
(178.56' REF. #11)  
(154.59' REF. #11)  
(200.54' REF. #10)  
(390.35' REF. #11)  
(199.34' REF. #11)  
(108.06' REF. #11)  
(200.02' REF. #10)  
(177.27' REF. #8&9)  
(191.15 REF. #8&9)  
(196± DEED)



**LEGEND :**

- ⊙ SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, "B BESEDA PLS 50800"
- ⊙ FOUND MONUMENTS, AS NOTED.
- CALCULATED CORNERS, NOT SET.
- ⊕ SET BRASS SCREW AND WASHER, INSCRIBED "LS 50800"
- X- EXISTING FENCE LINE.
- REF.# SURVEY REFERENCE NUMBER
- FND. FOUND
- CALC. CALCULATED
- ( ) RECORD SURVEY OR DEED CALL
- MON. MONUMENT
- C.S.# COUNTY SURVEY NUMBER
- (E) EXISTING
- R/W RIGHT OF WAY
- DOC. DOCUMENT
- N/A NOT ACCEPTED
- CL CENTERLINE
- ST. STREET

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON  
JULY 13, 1999  
BENJAMIN B. BESEDA  
50800

EXPIRES: 12/31/2023

Date	No.	Revisions	By	App.
SURVEY FOR <b>THE CITY OF THE DALLES</b> WEST 6TH STREET RIGHT OF WAY IN TRACTS 5-11, SNIPES ACRES IN THE SE.1/4 OF SEC. 29, THE NE1/4 OF SEC. 32 AND THE NW1/4 OF SEC. 33 T2N., R13E., W.M. CITY OF THE DALLES WASCO COUNTY, OREGON				
<b>TENNESON ENGINEERING CORP.</b> CONSULTING ENGINEERS 3775 CRATES WAY THE DALLES, OREGON 97058 PH. 541-296-9177 FAX 541-296-6657				
Survey	Calculation	Design	Date	Scale
J.B.C.	B.B.B.		02/07/2023	1"=100'
Drawn	Drawing Number	Work Order No.	Sheet	
H.M.H.	16473	16473	2 of 3	

16473.SVY.DWG



**After recording return to:**

City Clerk  
City of The Dalles  
313 Court Street  
The Dalles, OR 97058

**Until a change is requested,  
send all tax statements to:**

City Clerk  
City of The Dalles  
313 Court Street  
The Dalles, OR 97058

**DEDICATION DEED**

**Grantor:**        **The Dalles, LLC**, *an Oregon limited liability company*  
8611 NE Ochoco Highway  
Prineville, OR 97754

**Grantee:**        **City of The Dalles**, *a municipal corporation of the State of Oregon*  
313 Court Street  
The Dalles, OR 97058

**KNOW ALL BY THESE PRESENTS**, The Dalles, LLC (**Grantor**) does hereby dedicate, grant, and convey unto the Public through the City of The Dalles (**Grantee**), its successors in interest and assigns, for use as a public right-of-way all the following real property (**Property**) in the County of Wasco, State of Oregon, free of all encumbrances, and bounded and described as follows, to wit:

A 20 foot wide strip of land lying in Tract 6 of the Plat of Snipes Acres in Section 32, Township 2 North, Range 13 East, Willamette Meridian, City of The Dalles, Wasco County, Oregon, being more particularly described as follows:

Beginning at the Southwest corner of said Tract 6; thence on the Westerly line of said Tract 6, North 22°51'05" West 19.48 feet; thence, North 71°14'37" East 154.56 feet to the Westerly Right of Way line of 6th Street and the True Point of Beginning; thence along said Westerly Right of Way line, North 18°43'25" West 191.81 feet to the Northerly line of said Tract 6; thence along the Northerly line of said Tract 6, South 67°05'07" West 20.05 feet; thence South 18°43'25" East 190.35 feet; thence, North 71°14'37" East 20.00 feet to the True Point of Beginning.

Contains 3,815 square feet (0.088 acre), more or less.

**AND:**

A 20 foot wide strip of land lying in Tracts 5 and 6 of the Plat of Snipes Acres in Sections 32 and 33, Township 2 North, Range 13 East, Willamette Meridian, City of The Dalles, Wasco County, Oregon, being more particularly described as follows:

Beginning at the Southwest corner of said Tract 6; thence on the Westerly line of said Tract 6, North 22°51'05" West 19.48; thence, North 71°14'37" East 154.56 feet to the Westerly Right of Way line of 6th Street and the True Point of Beginning; thence along said Westerly Right of Way line, South 18°43'25" East 178.50 feet to the Northerly Right of Way line of Snipes Street; thence along said Northerly Right of Way line South 24°16'58" West 29.32

feet; thence, North 18°43'25" West 200.00 feet; thence, North 71°14'37" East 20.00 feet to the True Point of Beginning.

Contains 3,786 square feet (0.087 acre), more or less.

The Property is further depicted and is specifically labeled in the diagram attached to and made part of this DEDICATION DEED as its **Figure A**.

Grantee shall have the right to open, construct, improve, and maintain roads and streets of its design upon the Property and, in addition thereto, shall have the right to place or to permit others to place sidewalks, sewers, utilities, cables, pipes, electrical transmission wire, communications equipment, and such other improvements and facilities as Grantee deems necessary or convenient upon, above, or below the surface of the Property.

The **true consideration** of this conveyance is **other consideration given** (all of which Grantor hereby acknowledges receipt of) comprising frontage improvements including curb, gutter, sidewalk, street surfacing, striping (all as contemplated by Grantee's 6<sup>th</sup> Street Widening Project, described in the contract documents on file with Grantee for Contract No. 2024-010), and allowance of a future driveway entrance on Snipes Street consistent with the April 5, 2012, site team notes between Grantor and Grantee (which undertaking Grantor agrees will be at their sole expense and consistent with and to the degree authorized by applicable law).

**TO HAVE AND TO HOLD**, the above described and granted Property unto Grantee, its successors in interest, and assigns forever.

Grantor hereby covenants to and with Grantee, its successors in interest, and assigns: Grantor is lawfully seized in fee simple of the above-named Property, free from all undisclosed encumbrances (no exceptions), and Grantor, its successors in interest, and assigns, shall warrant and forever defend the said Property against the lawful claims and demands of all persons claiming by, through, or under Grantor.

In construing this instrument and where the text so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and individuals.

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



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

**IN WITNESS WHEREOF**, Grantor has executed this **DEDICATION DEED** this \_\_\_\_\_ day of \_\_\_\_\_, 202\_. The person(s) whose name(s) is/are subscribed to this instrument acknowledge they executed the instrument in their legally authorized capacity, and by their signature on the instrument, the person or the entity upon behalf of which the person acted executed the instrument.

**GRANTOR**

\_\_\_\_\_  
Richard W. Priday, Manager  
The Dalles, LLC

STATE OF OREGON    )  
  ) **ss**  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_, by Richard W. Priday, manager of The Dalles, LLC.

Notary Public for Oregon \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Accepted on behalf of **GRANTEE** pursuant to the provisions of **Special Ordinance No. 24-605** (adopted by the City Council of the City of The Dalles on December 16, 2024) this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF THE DALLES**

\_\_\_\_\_  
Matthew B. Klebes, City Manager

**ATTEST:**

\_\_\_\_\_  
Amie Ell, City Clerk

STATE OF OREGON    )  
  ) **ss**  
COUNTY OF WASCO    )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by City Manager Matthew Klebes and City Clerk Amie Ell.

Notary Public for Oregon \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**WASCO COUNTY SURVEYOR'S OFFICE**

Survey No. \_\_\_\_\_

Filed \_\_\_\_\_

By \_\_\_\_\_

PLOT DATE: 2/7/2023

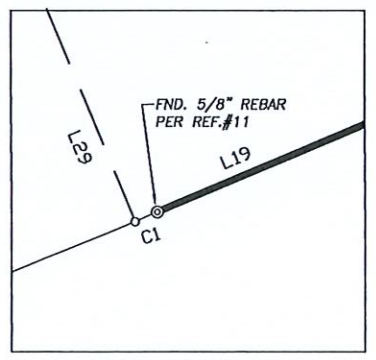
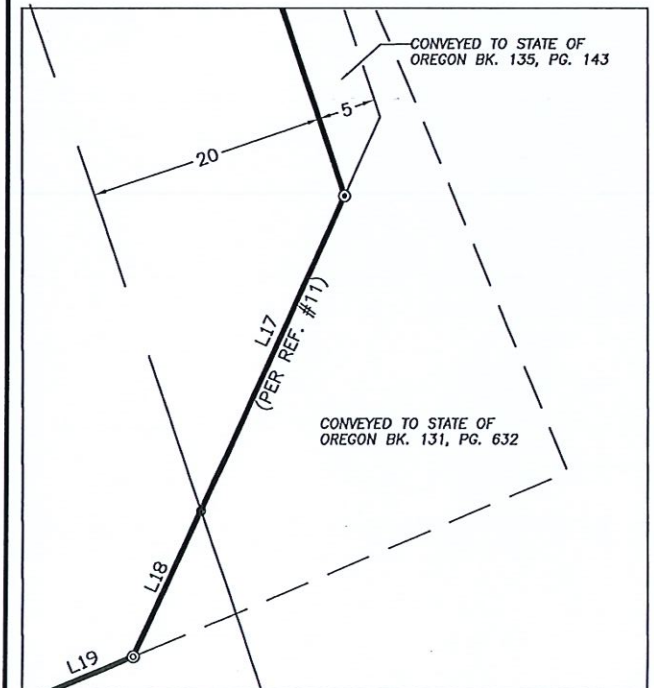
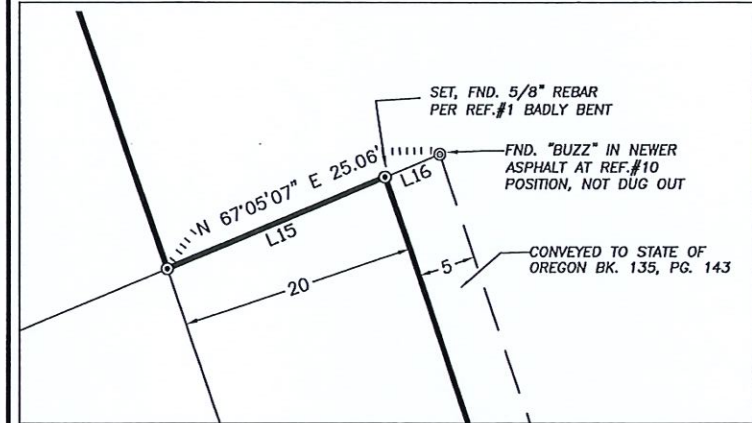
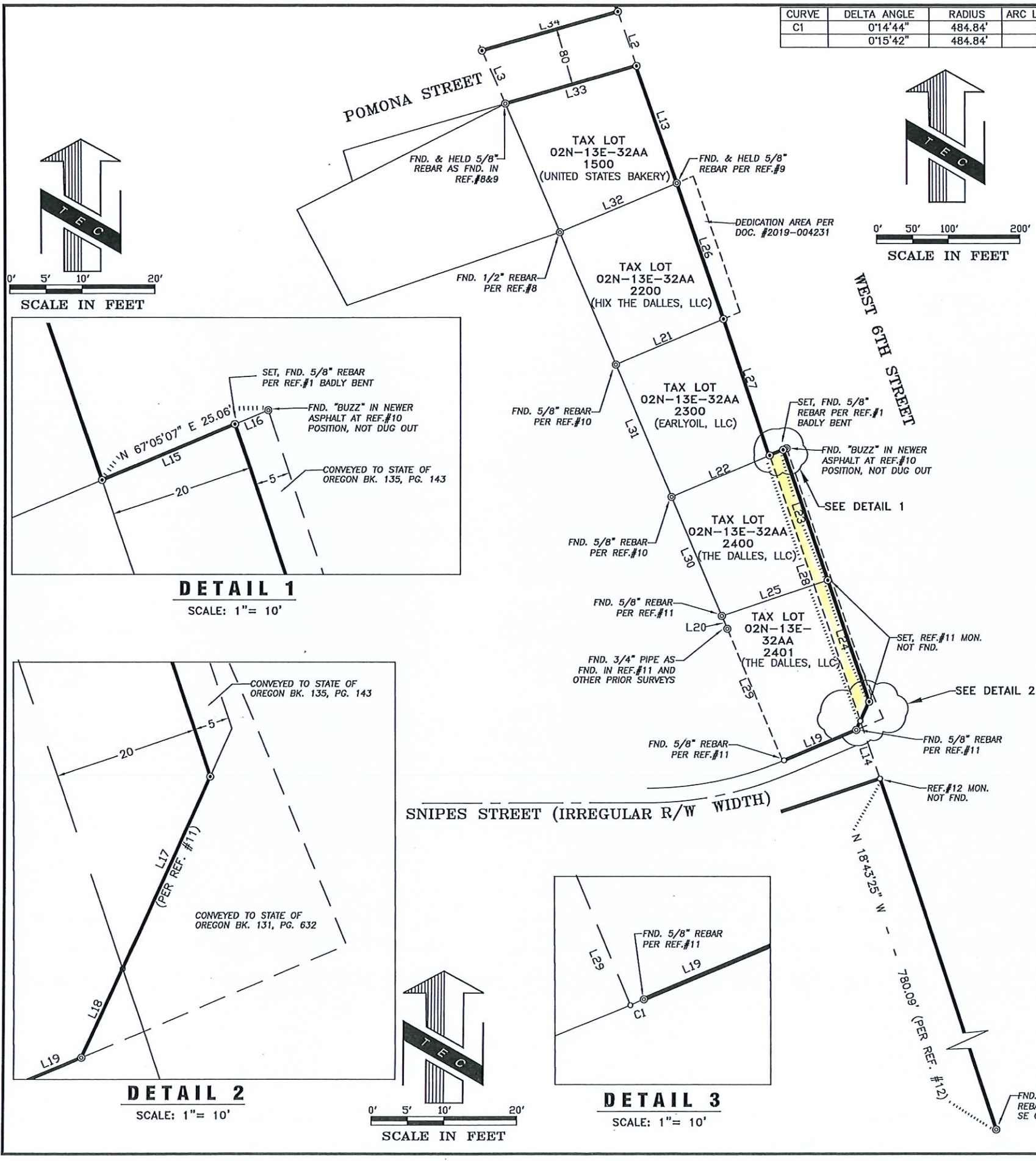
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	0°14'44"	484.84'	2.08'	1.04'	S 67°01'46" W	2.08'
	0°15'42"	484.84'	2.22'	1.11'	N 67°02'16" E	2.22'

(REF. #11 DIMS.)

LINE	BEARING	DISTANCE
L1	N 18°43'25" W	99.97'
L2	N 18°43'25" W	80.09'
L3	S 23°19'34" E	80.65'
L4	S 89°37'36" E	125.28'
L5	N 84°02'38" W	161.58'
L6	N 67°10'24" E	25.06'
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L9	N 18°43'25" W	183.61'
L10	N 18°43'25" W	226.11'
L11	S 18°43'25" E	116.30'
L12	S 18°43'25" E	133.32'
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L16	N 67°05'07" E	5.01'
L17	N 24°16'58" E	29.32'
L18	N 24°16'58" E	13.60'
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L34	S 73°55'51" W	197.33'

**LEGEND :**

- ⊙ SET 5/8" x 30" REBAR WITH YELLOW PLASTIC CAP, "B BESEDA PLS 50800"
- ⊙ FOUND MONUMENTS, AS NOTED.
- CALCULATED CORNERS, NOT SET.
- ⊕ SET BRASS SCREW AND WASHER, INSCRIBED "LS 50800"
- x- EXISTING FENCE LINE.
- REF.# SURVEY REFERENCE NUMBER
- FND. FOUND
- CALC. CALCULATED
- ( ) RECORD SURVEY OR DEED CALL
- MON. MONUMENT
- C.S.# COUNTY SURVEY NUMBER
- (E) EXISTING
- R/W RIGHT OF WAY
- DOC. DOCUMENT
- N/A NOT ACCEPTED
- CL CENTERLINE
- ST. STREET



REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON  
JULY 13, 1999  
BENJAMIN B. BESEDA  
50800

EXPIRES: 12/31/2023

Date	No.	Revisions	By	App.
SURVEY FOR <b>THE CITY OF THE DALLES</b> WEST 6TH STREET RIGHT OF WAY IN TRACTS 5-11, SNIPES ACRES IN THE SE.1/4 OF SEC. 29, THE NE1/4 OF SEC. 32 AND THE NW1/4 OF SEC. 33 T2N., R13E. W.M. CITY OF THE DALLES WASCO COUNTY, OREGON				
<b>TENNESON ENGINEERING CORP.</b> CONSULTING ENGINEERS 3775 CRATES WAY THE DALLES, OREGON 97058 PH. 541-296-9177 FAX 541-296-6657				
Survey	Calculation	Design	Date	Scale
J.B.C.	B.B.B.		02/07/2023	1"=100'
Drawn	Drawing Number	Work Order No.	Sheet	
H.M.H.	16473	16473	3 of 3	

16473.SVY.DWG

TAX