

**WASCO COUNTY BOARD OF COMMISSIONERS**  
**REGULAR SESSION / AGENDA WEDNESDAY, SEPTEMBER 6, 2017**  
**LOCATION: Wasco County Courthouse, Room #302**  
**511 Washington Street, The Dalles, OR 97058**

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

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

**NOTE:** With the exception of Public Hearings, the Agenda is subject to last minute changes; times are approximate – please arrive early. **Meetings are ADA accessible.** For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900. If you require an interpreter, please contact the Commission Office at least 7 days in advance. **Las reuniones son ADA accesibles.** Por tipo de alojamiento especiales, por favor póngase en contacto con la Oficina de la Comisión de antemano, (541) 506-2520. TDD 1-800-735-2900.

Si necesita un intérprete por favor, póngase en contacto con la Oficina de la Comisión por lo menos siete días de antelación.

9:00 a.m.

**CALL TO ORDER**

*Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board.*

- Corrections or Additions to the Agenda
- [Discussion Items](#) (Items of general Commission discussion, not otherwise listed on the Agenda: [Surplus Order](#); [Letter of Recommendation](#); [Revised Annual Publication Agreement](#); [Appointment](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.): [Minutes](#); [8.10.2017 Work Session](#); [8.16.2017 Regular Session/Town Hall](#)

9:30 a.m.      [Senior Center Elevator Project](#) – Scott McKay/Joan Silver

9:45 a.m.      [Fee Schedule Ordinance Hearing](#)

10:00 a.m.      [National Scenic Area Land Use and Development Ordinance](#) – Will Smith/Riley Marcus  
                    [Natural Hazard Mitigation Plan Agreement](#) – Will Smith/Juston Huffman

**COMMISSION CALL**  
**NEW/OLD BUSINESS**  
**ADJOURN**



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
SEPTEMBER 6, 2017

PRESENT: Scott Hege, County Commissioner  
Rod Runyon, Commission Chair  
STAFF: Tyler Stone, Administrative Officer  
Kathy White, Executive Assistant  
ABSENT: Steve Kramer, Commission Vice-Chair

At 9:00 a.m. Chair Runyon opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance.

Ms. White asked to add the Finance Director's Financial Report.

**Public Comment**

Wayne Lease of White Salmon, Washington stated that there is some confusion as to how much Building Codes has in reserve, how those funds can be used and how many loans currently exist. He stated that there are a number of MCCOG resolutions that were not legitimate, some bordering on federal fraud. He said that it started in 2011 when a loan was granted by MCCOG resolution and conflicted with GASB 54.

Chair Runyon thanked Mr. Lease for the update, saying that the Board has heard these issues from him before. He let Mr. Lease know that he had used his allotted time. Mr. Lease stated that the Board has heard but has not listened.

**Discussion List – Surplus Order**

Chief Deputy Clerk David McGaughey explained that the 650 Tabulator was

replaced this year by Clear Ballot. He said that attempts to give or sell the tabulator to other counties were not successful due to its age and erratic failures. He reported that even the vendor did not want the machine back for parts. He said that the Clerk is asking that the tabulator be surplussed to allow for its disposal.

Commissioner Hege asked where it would go. Mr. McGaughey replied that facilities would scrap it out. He said that he had been the primary operator of the machine and reported that over the years it has gotten worse, significantly extending the time it takes for the elections process.

Commissioner Hege commented that it is unfortunate that the \$54,000 investment became worthless in just 10 years.

**{{{Chair Runyon moved to approve Order 17-055 surplussing one elections systems and software tabulator 650. Commissioner Hege seconded the motion which passed unanimously.}}}**

Mr. McGaughey announced that tomorrow – September 7, 2017 – is the first day to file for the May primary. He stated that additional information and filing forms are available on the Clerk's page of the County website; candidates have until March 6, 2018 to file. He reported that Positions 1 and 3 on the County Board of Commissioners will be on the May ballot.

#### Discussion List – Financial Report

Finance Director Mike Middleton reviewed his report (attached). He explained that the 60-day rule, saying that since the County is on a fiscal year ending June 30, the first half of the calendar year collections are recognized as revenue, if collectible within 60 days of the fiscal year end. He said that we will not wait for an audit finding to move those revenues back into the 2017 fiscal year.

Commissioner Hege asked about the \$87,000 listed for the road crew. Mr. Middleton replied it was a capital expenditure that was recognized in the budget.

Commissioner Hege asked if the listed reserve funds are related to Public Works. Mr. Middleton responded that these are separate from the Public Works reserve. He reported that in July \$2 million was moved to the Public Works reserve fund; the recognition of those funds as reserve will make available funds more clear which will help with the management of the investment ladder.

Mr. Middleton went on to say that the current fiscal year is on track although there were a couple of positions that were not budgeted accurately for insurance expenses. He said they are looking into the system to identify why the software did this on a few positions but not all. He added that three departments are over budget for personnel but not too much.

Commissioner Hege commented that the software issue has been a problem for some time. Mr. Middleton responded that it mostly works but needs to be figured out. He noted that the software is on the downward cycle and no longer supported with updates. He stated that we will eventually need to move to a new system but research regarding what is available will need to happen first.

The Board and Mr. Stone thanked Mr. Middleton for his continued pro-active approach. Chair Runyon commended Mr. Middleton for his help at the Wasco County Fair and asked how it went. Mr. Middleton replied that it went well with only one minor issue – a shortfall of ones; he said he will adjust the amount of ones he starts out with next year.

Commissioner Hege asked if there were final numbers for the 2017 Fair. Mr. Middleton replied that revenue was up but he does not have the detail of all the reasons for that. He stated that the gate prices were increased over last year, the carnival did quite well and the vendors did better. He said that he will be developing a final report for the Board's review.

#### Discussion List – Letter of Recommendation

Commissioner Hege stated that he finds it a bit odd that we are involved in this process. He said that he understands Cowlitz County being interested in our experience with Waste Connections but the letter seems a little like an endorsement. He said that he is still okay with signing it.

**\*\*\*The Board was in consensus to sign the letter of recommendation for Waste Connections.\*\*\***

#### Agenda Item – Senior Elevator

Joan Silver, who provided oversight for the elevator/stairs project at the Mid-Columbia Senior Center, thanked the County and City of The Dalles for their joint-contribution of \$50,000 to get this project completed. She said that in all her years of community service, she has never seen a community rally around a



project like this.

Ms. Silver reported that 32 years ago, the Center became a project with a design that included an elevator but there was not enough funding and the designated elevator space was used. In addition, they ran out of money to complete the lower level which was later completed by local volunteers but still did not include indoor stairs or an elevator. Eight years ago an effort was made to get this started with a \$1.5 million plan to expand the building and install an elevator. About three years ago, she got involved in a project to just get an indoor stairway and elevator for the building.

Ms. Silver went on to say that donations made up approximately one-quarter of the necessary funds; eight grants made up the rest of the funding. She stated that there was enough to also pay for the first year of insurance and the first year of warranty. She said it was gratifying to see the looks on the faces of patrons who will now have easy access to the downstairs portion of the building where all the exercise classes take place and durable medical equipment is stored for rental (a \$5 security fee). She said that equipment comes in and out of the building two or three times a day; the ease of access has been enhanced by the elevator.

Commissioner Hege noted that the money contributed by the City and County was a portion of the Google Enterprise Zone initial fee and is another way that Google helps us help others. Chair Runyon concurred saying that Google contributions are often overlooked; they help throughout the community.

Ms. Silver pointed out that the Center is self-supporting; all of the operation funds come from members, space leases and bingo, which makes up about 25% of the budget. She said they will take a rest before taking on another big project. She said that all of the contractors and sub-contractors with the exception of the elevator itself were local.

Commissioner Hege said that he hopes that the Senior Advisory Committee has a voice in where the Area Agency on Aging will move to as it separates from MCCOG. He said the County wants to make sure it goes to a good place. He said that if there is something the Board can do to help, SAC should reach out to them. Chair Runyon agreed saying that for the first three or four years of his tenure with the County, Senior Services were an issue and the County wants to make sure the transition goes well.

Ms. Silver responded that they are in a holding pattern as the State is basically in

charge. She said that she is extremely hopeful that the State will facilitate positive change.

<b>Agenda Item – Fee Schedule Ordinance Hearing</b>
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At 9:25 a.m., Chair Runyon opened a hearing for the Amended Fee Schedule Ordinance.

Ms. White explained that a couple of months ago she reached out to the departments asking for any changes they have for the Fee Schedule. She has compiled those changes and created a presentation (included in packet) outlining the changes for the Board.

Mr. McGaughey explained that the increase to the marriage ceremony fee is a statutory increase.

Ms. White said that the increase in the Sheriff's foreclosure sale fee is the result of a \$50 increase in the amount charged by OSSA to post the advertisement on their site.

Community Corrections Manager Fritz Osborne stated that they do the interdepartmental drug screening very infrequently and on the rare occasions they do them, the fee can be gathered through another avenue within the schedule; therefore, they are removing the fee from the schedule. He went on to explain that the cognitive program books are already being used, the fee will help offset the cost.

Planning Director Angie Brewer reviewed the fee schedule changes for her department stating that fees have not been adjusted since 2014. Discussion ensued regarding the Goal Exception and Zone Change fee change which removed the set fee of \$1,700 and replaced it with a pre-application meeting and fee requirement, at which time an estimated project fee will be determined based on the complexity of the proposal. 50% due at the time of application, 50% held in escrow and disbursed based upon inventoried hourly staff time spent.

The consensus was that the new process is too uncertain and does not provide enough information for citizens to understand the possible costs of moving forward with a project. Chair Runyon suggested that it also might be helpful if there were a list of example projects and costs to help applicants better understand the process and possible associated costs. Ms. Brewer said that her

team will review the fee and come back with changes based on today's discussion.

Commissioner Hege read the title of the Ordinance into the record: Ordinance 17-002 in the matter of amending Wasco County's Uniform Fee Schedule for various county departments.

Ms. White explained that this is the first reading; a second reading will take place at the September 20<sup>th</sup> session. She said that should the Board approve the Ordinance at that time, it would take ninety days before it would be effective; the intent is for it to take effect on January 1, 2018.

<b>Agenda Item – National Scenic Area Land Use &amp; Development Ordinance</b>
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Associate Planner Will Smith explained that a successful law suit involving the Columbia River Gorge Commission caused changes to their plan; they are asking that counties adjust their ordinance to mirror those changes. He said that staff will make the adjustments which will be presented to the Planning Commission this fall and come to the Board for final approval after the first of the year.

Commissioner Hege commented that we really do not have a choice but noted that no adverse effect is a high bar to meet. Ms. Brewer explained that it is generally adding requirements that are similar to other chapters in the Ordinance. She said that there will be additional research to process applications but it will mostly be reflected in expanded detail being added to reports. She said that it will be more time consuming and costly but not adding it to our ordinance will just mean that two documents have to be applied rather than one.

Mr. Stone said that it seems like this will just be used against us and allow outside groups to shut down every application. Ms. Brewer replied that she does not disagree but explained that we have local discretion and implementation; showing the work in more detail could actually support the applicant.

**\*\*\*The Board was in consensus for the Planning Director to go forward with the notice of intent to proceed with changes to the Wasco County Land Use and Development Ordinance to reflect the changes to the Columbia River Gorge Commission Management Plan.\*\*\***

Mr. Stone asked if Commissioners would be allowed to testify at the Planning Commission hearings. Mr. Smith replied that they would. Ms. Brewer added that

although going on the record is good, there is not a lot of opportunity for change to the language.

**Agenda Item – Natural Hazard Mitigation Plan Agreement**

Emergency Manager Juston Huffman thanked the Planning Department for their help and support in the process of updating the Natural Hazard Mitigation Plan, saying that Mr. Smith has taken the lead on the project.

Mr. Smith reported that the Steering Committee has already had a number of meetings; an update is required every five years. He explained that the Department of Land Conservation and Development received a grant to assist counties with updates; Wasco County is one of the first to receive the assistance. He reported that they have been valuable mentors.

Commissioner Hege asked if this will also help other jurisdictions within the County. Mr. Smith confirmed that it is multi-jurisdictional and can be adopted or modified by jurisdictions within the County. He reported that they have already been in contact with municipalities within Wasco County and will continue that outreach effort.

Commissioner Hege asked if this takes in the Cascadia event. Mr. Smith responded that there are seven event categories including earthquakes; the Cascadia event will be considered and addressed in that section.

**{{{Commissioner Hege moved to approve IGA PS 17008 with the Department of Land Conservation and Development. Chair Runyon seconded the motion which passed unanimously.}}}**

Mr. Huffman reported that the review of the solar eclipse preparation and response went well; the only gaps that were identified were in regard to communications. Those gaps will be addressed.

Mr. Huffman went on to report that the Eagle Creek Fire is now at 39,000 acres. He said that winds should be shifting will collapse the fire onto itself but it may then move it toward Hood River. He stated that Wasco County's Emergency Operations Center has been activated to be ready to respond to Hood River County's needs. He stated that we will be able to place people and animals at Hunt Park and the 10<sup>th</sup> Street property. He said that we could also take on some of their 911 calls if necessary.



Commissioner Hege asked if there is an update on the 911 service provider outages. Mr. Huffman replied that he is not directly involved in that issue but can report that there was another outage about a week ago.

The Board and County Administrator offered to help in the fire response in any way they can.

#### Discussion List – Revised Annual Publication Agreement

Ms. White explained that there had been an error in the rates listed in the previously approved agreement. Those errors have been corrected and are ready for consideration by the Board.

**{{{Commissioner Hege moved to approve the revised Annual Publication Agreement with The Dalles Chronicle. Chair Runyon seconded the motion which passed unanimously.}}}**

#### Agenda Item – Mid-Columbia Housing Authority Appointment

Ms. White explained that current appointee Shawn Carroll is retiring and moving out of the area; therefore, he will not be available to complete his term on the MCHA Board of Directors. She reported that Mr. Carroll assisted in the search for his replacement and has recommended Damon Hulit who has submitted an application (included in the packet).

**{{{Commissioner Hege moved to approve Order 17-056 appointing Damon Hulit to the Mid-Columbia Housing Authority Board of Directors. Chair Runyon seconded the motion which passed unanimously.}}}**

#### Consent Agenda – 8.10.2017 Work Session & 8.16.2017 Regular Session Minutes

**{{{Commissioner Hege moved to approve the Consent Agenda with typographical error corrections. Chair Runyon seconded the motion which passed unanimously.}}}**

Chair Runyon adjourned the session at 11:04 a.m.

#### Summary of Actions

##### Motions Passed

- **To approve Order 17-055 surplussing one elections systems and software**

tabulator 650.

- To approve IGA PS 17008 with the Department of Land Conservation and Development.
- To approve the revised Annual Publication Agreement with The Dalles Chronicle.
- To approve Order 17-056 appointing Damon Hulit to the Mid-Columbia Housing Authority Board of Directors.
- To approve the Consent Agenda with typographical error corrections.


**Consensus**

- To sign the letter of recommendation for Waste Connections.
- For the Planning Director to go forward with the notice of intent to proceed with changes to the Wasco County Land Use and Development Ordinance to reflect the changes to the Columbia River Gorge Commission Management Plan.

Wasco County  
Board of Commissioners

  
Rod L. Runyon, Board Chair

*Not present @ 9.6.17 Session*  
Steven D. Kramer, Vice Chair

  
Scott C. Hege, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
SEPTEMBER 6, 2017**

**DISCUSSION LIST**

**ACTION AND DISCUSSION ITEMS:**

1.     [Surplus Order](#) – David McGaughey
2.     [Letter of Recommendation: Waste Connections](#)
3.     [Revised Annual Publication Agreement](#) – Kathy White
4.     [Mid-Columbia Housing Authority Board of Directors Appointment](#)

## **Discussion Item**

### **Surplus Order**

- [Staff Memo](#)
- [Order 17-055 Surplussing Elections Systems and Software 650 Tabulator](#)





## Memo:

### Surplussing the ES&S 650 Ballot Tabulator

In 2007, the Wasco County Elections Office purchased an ES&S 650 Tabulator for \$54,200, with \$36,000 coming from HAVA funds. At 10 years old, the 650 Tabulator has come to the end of its useful life and been replaced by the Clear Ballot tabulation system.

There is not a market for used 650 Tabulators, and given the erratic operation of the machine which prompted its replacement, we do not recommend giving it away to another county as a backup machine. We contacted the local representatives for ES&S to see if they would want the machine, and they declined.

For these reasons, we recommend the ES&S 650 Tabulator be surplussed so the Wasco County Facilities team can dispose of it appropriately.

*Lisa Gambée*

Lisa Gambée  
Wasco County Clerk

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF SURPLUSSING ONE	)	
ELECTION SYSTEMS & SOFTWARE 650	)	ORDER
TABULATOR	)	#17-055

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

IT APPEARING TO THE BOARD: That above said tabulator has  
become obsolete and has been replaced by a vote tabulating software system;  
and

NOW THEREFORE, IT IS HEREBY ORDERED: That above said equipment will be considered surplus and disposed of by the Wasco County Clerk, in accordance with state laws governing the disposition of property.

DATED this 6<sup>th</sup> day of September, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Steven D. Kramer, Vice-Chair

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Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell  
Wasco County Counsel

**Discussion Item**  
**Letter of Recommendation**

- [Letter recommending Waste Connections](#)





**BOARD OF COUNTY COMMISSIONERS**

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

***Pioneering pathways to prosperity.***

Cowlitz County Board of Commissioners  
207 4<sup>th</sup> Ave. N., Room 305  
Kelso, WA 98626

Re: Waste Connections

Over the past 17 years, Wasco County has found Waste Connections to be a reliable partner with an impressive safety record – in that time they have had no Notices of Violation and have had no safety related incidents in three years. In addition to their safety record, Waste Connections has proven to be a good community partner; when The Dalles was recently chosen to as a Blue Zone city, Waste Connections did not hesitate to help. Finally, Waste Connections has a proven track record of customer service.

For these reasons, Wasco County is pleased to endorse Waste Connections bid for the Cowlitz County Headquarters Landfill.

Respectfully,

Wasco County  
Board of Commissioners

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Rod L. Runyon, Chair

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Steven D. Kramer, Vice-Chair

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Scott C. Hege, County Commissioner

**Discussion Item**  
**Revised Publication Agreement**

- [Staff Memo](#)
- [Contract for Publication of Legal Notices for Wasco County](#)



## MEMORANDUM

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**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** CONTRACT FOR LEGAL NOTICES PUBLICATION  
**DATE:** 8/31/2017

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### BACKGROUND INFORMATION

This agreement renewal came before the Board on the 8.16.2017 Consent Agenda but contained outdated pricing. The numbers have been corrected; no other changes were made to the contract.

CONTRACT  
FOR PUBLICATION OF LEGAL NOTICES FOR WASCO COUNTY

IN CONSIDERATION of the rates at which Retail Display Advertising is sold under this Contract, the undersigned Advertiser agrees to publish Legal Notices for Wasco County, Oregon in The Dalles Chronicle from September 1, 2017 to August 31, 2018, as follows:

This advertising and such other Display Space as the Advertiser publishes in The Dalles Chronicle during this period shall be billed at one of the following rates by the Publisher to the Advertiser at the end of each calendar month for each column inch of space: \$6.00 for On-Line E-Mail and \$6.25 for Non On-line E-Mail. This Contract rate is predicated on payment in full by the 10<sup>th</sup> of the month following billing.

The deadline for having legal notices to The Dalles Chronicle is two (2) days prior to publication, or by permission.

Errors and omissions are the responsibility of the Advertiser and The Dalles Chronicle assumes no financial responsibility for such errors unless proof is not shown and then only to the extent of the space occupied by such error and a correction in an



equal amount of space will be run in the next available issue of The Dalles Chronicle.

Neither The Dalles Chronicle nor Advertiser is liable for fulfillment of contract if such is made impossible through suspension of business, or through fire, flood or acts of God.

DATED this 6<sup>th</sup> day of September, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Scott C. Hege, Commission Chair

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Rod L. Runyon, County Commissioner

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Steven D. Kramer, County Commissioner

THE DALLES CHRONICLE

APPROVED AS TO FORM:

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Chelsea Marr, Publisher

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Kristen Campbell  
Wasco County Counsel

DATE: 8/25/17

## **Agenda Item Appointment**

- [Staff Memo](#)
- [Damon Hulit Application](#)
- [Order 17-056 Appointing Damon Hulit to the Mid-Columbia Housing Authority Board of Directors](#)



## MEMORANDUM

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**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** MID-COLUMBIA HOUSING AUTHORITY BOD APPOINTMENT  
**DATE:** 8/31/2017

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### BACKGROUND INFORMATION

Shawn Carroll was appointed to the MCHA Board of Directors in March of 2016. In June, 2017, Mr. Carroll notified the county of his upcoming retirement. He said that he would be moving out of the area in the fall and would no longer be available to serve on the MCHA Board. Mr. Carroll agreed to help locate a replacement and has since recommended Damon Hulit who has submitted an application (included in the packet).



Kathy White

Wasco County

511 Washington Street, Suite 101

The Dalles, OR 97058

Re: Mid-Columbia Housing Authority Board of Directors

Kathy,

Enclosed is my application that you provided for me last week. Shawn and I have visited about this as being a replacement for him upon his retirement. I could not get the application to type through on the computer so it is hand written, my apologies. If there are any questions please let me know. Thank you.

Sincerely,

A handwritten signature in blue ink that reads 'Damon'.

Damon Hult  
VP, Commercial Banking Officer  
The Gorge



The Dalles Branch  
316 E 3rd Street  
The Dalles, OR 97058

P 541-506-0124 | C 541-400-0468 | F 541-296-1372  
dhult@columbiabank.com

nmls 1172473

## INFORMATION AND QUALIFICATION FORM

### Mid-Columbia Housing Authority Board of Directors VOLUNTEER POSITIONS WASCO COUNTY, OREGON

#### BACKGROUND

Mid-Columbia Housing Authority was formed by resolutions of the housing authorities of Sherman, Wasco and Hood River Counties as a regional housing authority authorized under ORSW456.140. The MCHA promotes adequate and affordable housing, economic opportunity and a suitable living environment, free from discrimination to those who have barriers due to income or disability. MCHA also administers housing programs for the Columbia Gorge Housing Authority and provides all staff support for Columbia Cascade Housing Corporation, an affiliated non-profit organization.

#### APPLICATION

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

*POSITION DESCRIPTION:* Member Mid-Columbia Housing Authority Board of Directors

Name: DAMON HULIT

Address: [REDACTED] THE DALLES, OR 97058

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

E-mail address: [REDACTED]

Signature: Damon Hulit

Date: 8/28/17

Number of years as a Wasco County resident: 25

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

TO SERVE MY COMMUNITY AS A REPRESENTATIVE OF COLUMBIA BANK  
IN AREAS THAT ARE MUTUALLY SUPPORTIVE FOR ALL OF US.

Approximate hours/week available for this commitment? ONCE A MONTH MEETING.

Comments: OTHER HOURS AS MAY BE NEEDED, UNKNOWN AT THIS TIME.

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

OREGON STATE UNIVERSITY

Date(s):

- B.S. AGRICULTURAL ENGINEERING  
TECHNOLOGY

Date(s):

Date(s):

Date(s):

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

COLUMBIA BANK - V.P. / COMMERCIAL LOAN OFFICER Date(s): 12/99 TO PRESENT

FORT DALES RODEO ASSOCIATION - PRESIDENT Date(s): 2011 - PRESENT AND 1999 - 2002

WASCO COUNTY SHERIFF'S POSSE <sup>DIRECTOR &</sup> <sup>CHARTER</sup> <sup>MEMBER</sup> Date(s): 1993 - PRESENT

MID-COLUMBIA REGIONAL LOAN COMMITTEE Date(s): 2014? - PRESENT

MID-COLUMBIA CAR CLUB

2016 - PRESENT

General Comments/Additional Relevant Information

Send completed form to:

Wasco County  
511 Washington Street, Suite 101  
The Dalles OR 97058  
(541) 506-2520  
fax (541) 506-2551

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF       )  
DAMON HULIT TO THE MID-COLUMBIA       ) ORDER  
HOUSING AUTHORITY.                               ) #17-056

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

IT APPEARING TO THE BOARD: That a vacancy exists on the  
Mid-Columbia Housing Authority due to the retirement of Shawn Carroll; and

IT FURTHER APPEARING TO THE BOARD: That Damon Hulit is  
willing and is qualified to be appointed to the Mid-Columbia Housing Authority.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Damon Hulit



be and is hereby appointed to the Mid-Columbia Housing Authority to complete the term of Shawn Carroll; said term to expire on December 31, 2019.

DATED this 6<sup>th</sup> day of September, 2017.

WASCO COUNTY BOARD  
OF COMMISSIONERS

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Rod L. Runyon, Commission Chair

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Scott C. Hege, County Commissioner

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Steve D. Kramer, County Commissioner

APPROVED AS TO FORM:

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Kristen Campbell, County Counsel

**WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
SEPTEMBER 6, 2017**

**CONSENT AGENDA**

1. [8.10.2017 Work Session Minutes](#)
2. [8.16.2017 Regular Session/Town Hall Minutes](#)



**WASCO COUNTY BOARD OF COMMISSIONERS  
WORK SESSION  
AUGUST 10, 2017**

**PRESENT:** Scott Hege, County Commissioner  
Steve Kramer, Commission Vice-Chair  
Rod Runyon, Commission Chair

**STAFF:** Kathy White, Executive Assistant

**ABSENT:** Tyler Stone, Administrative Officer

Chair Runyon opened the session at 11:40 a.m.

Vice-Chair Kramer said that the South Wasco Park and Recreation District (SWPRD) has asked the Board of Commissioners to make a clear decision as to whether or not the County would be willing to co-sign for the Oregon Marine Board (OMB) grant; they have been invited to attend today's work session to for a more thorough discussion of the issues.

County Clerk Lisa Gambee, serving as the County's liaison to SWPRD, provided some background on the grant application process saying that OMB had encouraged the SWPRD application for the \$300,000 grant to be used to build a new boat ramp at the Pine Hollow Reservoir. She explained that two weeks prior to their final decision, OMB expressed concerns about the stability of SWPRD and advised the Board that they want SWPRD to have a sponsor co-sign the grant so that if there is a default during the 20-year life of the grant, OMB would be reimbursed for their investment. It was suggested that the County act as that sponsor. She noted that the County has spent years trying to get out of the business of being responsible for boat ramp maintenance. She went on to say that SWPRD understands the County's reluctance and wants the question put to

bed so that they can move on either with the grant or some alternative solution. She concluded by saying that Oregon Department of Fish and Wildlife is offering an additional \$94,000 of grant funding contingent on OMB funding.

SWPRD Chair Bill Brackman stated that he sees this more as the County acting as a guarantor as this is a grant, not a loan. He stated that if SWPRD is successful and continues to exist, there will not be an issue. If SWPRD ceases to exist, the land will revert back to Badger Irrigation District (BID) and Wasco County; they would then have to decide what to do. He said that the real question is can SWPRD, a non-taxing district, generate the funds to maintain both the north and south boat ramps.

Mr. Brackman went on to say that it costs around \$3,000 per year to maintain the south ramp; OMB covers approximately 60% of those costs. If the OMB program continues, the financial burden to SWPRD to maintain both ramps will be approximately \$2,400. He stated that OMB is supportive and wants the process to work, but they are anxious. They have an agreement template that will need to be modified to fit this situation.

One SWPRD member pointed out that SWPRD has already raised funds and has been paying for maintenance on the south boat ramp. Commissioner Hege asked if OMB might consider an arrangement where the County acted as guarantor for the first five years of the grant to give SWPRD some time to establish a record of successes. Mr. Brackman responded that it would certainly give SWPRD time to establish a budget; the question would have to be posed to OMB.

Mr. Stone pointed out that OMB is also coming from the perspective that they have been burned before when a similar group came up with a plan for the original boat ramp and then defaulted on maintenance. Commissioner Hege observed that as an official entity with an elected board, SWPRD is a lot more organized which demonstrates a more significant effort to provide structure and support for the facilities.

Mr. Brackman reminded everyone that BID owns the water and the land under the water; they realize that they have to allow the ramp but are a reluctant partner. The lease with BID gives SWPRD until October of 2019 to have a new boat ramp in place or remove the ramp altogether.

Further discussion ensued regarding the costs and requirements to repair, rebuild or remove the north boat ramp. Mr. Brackman reported that SWPRD has asked OMB if they would just provide oversite and the design for the ramp but they will not. Commissioner Hege stated that he has worked with OMB for decades and found them to be a great organization; his preference would be to work with them – it is by far the best path. He added that there must be a solution but the County does not want to be in the same position as we were before. Mr. Brackman said that OMB wants to do the project but feels they are not meeting their fiduciary responsibilities if they do not require a guarantee.

Ms. Veenker, recording secretary for SWPRD, pointed out that the Fire District is unfunded but has had good financial support from the community. Chair Runyon observed that when the Antelope City Council did not have enough elected members to form a quorum, the Board of Commissioners made appointments to ensure the Council's continuation; that would also occur should members of the SWPRD step down – others would be found to take their place.

Chair Runyon stated that he feels good about this deal, better than any of the other options. He went on to say that Mr. Stone is trying to keep us from going backwards, but the ramp is an important economic driver. An SWPRD member pointed out that of the 199 recreational bodies of water in Oregon, Pine Hollow Reservoir is the 38<sup>th</sup> busiest. Mr. Stone agreed that the ramp is important but the maintenance is a big deal; the County was sending a crew out there twice a month throughout the season to perform maintenance. He added that the County had granted land to the Fire District in exchange for their agreement to maintain the ramps but they have since discontinued their participation in the maintenance. He said that he could support the idea of a shorter term guarantee and a depreciating value of the ramp so that if there were to be a default, the County would not have to repay the full grant. Chair Runyon pointed out that at the OMB meeting for the grant application, he clearly heard OMB say that five-years was not enough.

Mr. Stone said he would like to see the modified agreement. Mr. Brackman asked who would be making that contact with OMB. Commissioner Hege stated that he has set up a call with them for tomorrow afternoon. Mr. Brackman pointed out the importance of getting in on the first round of the grant process as funding dwindles to smaller projects as the biennial passes. Commissioner Hege asked if ODFW has a deadline. Mr. Brackman replied that we have already passed their

deadline, but ODFW is trying to be flexible and hold the funding until the final decision from OMB.

Ms. White pointed out that the Board meets in regular session on August 16<sup>th</sup> and then is not scheduled to meet again until September 6<sup>th</sup> which is the day after OMB has stated they need to hear from the County regarding their willingness to co-sign the grant. She said that if the Board is not ready to make a decision by the 16<sup>th</sup>, a Special Session will need to be called in order to make the OMB deadline.

Finance Director Mike Middleton reported to the Board that due to the year-end close out for revenues which will not occur until the end of August, he will be delaying his financial report until the September 6<sup>th</sup> Session. He stated that he will be unavailable for the August 16<sup>th</sup> Session and therefore, Public Works Director Arthur Smith will be presenting the Vacation Policy to the Board at that time.

Mr. Stone announced that at the last meeting of the Mid-Columbia Council of Governments (MCCOG) Board directed Interim Executive Director David Meriwether to find suitable homes for MCCOG administered programs. Vice-Chair Kramer, Chair of the MCCOG Board of Directors, stated that Mr. Meriwether has two weeks to do that outreach and report back with more detailed information.

Mr. Stone continued by saying that the County has been working on the issue of Building Codes, a MCCOG administered program, for over two years and has opened discussions with the City of The Dalles regarding a one-stop shop for planning related services that could be housed at a joint location. He said that he wants to make sure that the Board of County Commissioners is still in support of that idea before he pursues it any further; in two weeks, the MCCOG Board will want to know who is interested.

Vice-Chair Kramer observed that the County cannot take on Building Codes without a partnership with the City of The Dalles. Commissioner Hege added that the program should be self-sustaining through permit revenues and suggested that there may be a way to bring Hood River into the partnership which has the potential to create more efficiency.

Further discussion ensued regarding possible homes for the other MCCOG

administered programs.

Chair Runyon raised the issue of the MCCOG debt to Building Codes. Mr. Stone replied that MCCOG could sell their building and use the proceeds to retire the debt, or if Building Codes came to the County, the County would repay the debt to Building Codes and own the building. Commissioner Hege stated that he trusts Mr. Stone and Vice-Chair Kramer to work through the issue and bring a recommendation to the Board.

Planning Director Angie Brewer said that it is important that the Board be clear about their direction; there will be good years and bad years for Building Codes. Commissioner Hege replied that that is why it is important to have reserves. Mr. Stone added that there would also be an IGA with the City of The Dalles which would assign them responsibility for half of the program funding.

Commissioner Hege asked how the structure would look for the staffing. Ms. Brewer replied that they have started to explore that; there would be at least two additional County employees and she would have to offload some of her responsibilities in order to oversee an additional program. Commissioner Hege said that he just wants to make sure that all the agencies find good homes; if something comes to the County, he wants to make sure it is done well. Ms. Brewer observed that if the program goes back to the State, it will not be a one-stop shop. Mr. Stone concluded by saying that although it may not be a win for the County as an organization, a City/County partnership would be a win for the community.

Ms. Brewer reported that when she returned to the office from her extended leave, many of her staff came to her to say that they were being recruited by cities; the vast majority want to remain here but have living expenses and are being offered higher wages. She reported that County Human Resources Manager Nichole Biechler contacted the City of Hood River and found that we are paying 10-20% less for the same positions. She stated that we have a good team and we should try to retain them; we need to be competitive if we want to recruit and retain quality staff.

Commissioner Hege commented that we recently completed a market survey. Mr. Stone responded that it has been more than a year and the market for planning positions has changed significantly in that time. He asked if the Board



wants to do a mid-term bump for planning staff based on the new data; it would move staff up to the next highest pay band. He noted that it will be another year before the entire matrix is adjusted to the market.

Further discussion ensued as to the costs of the proposed increases and the risks associated with losing planning staff. Commissioner Hege stated that he does not want to see this snowball. Commissioner Kramer suggested that we look at increasing planning fees; those using those services need to pay for them.

Mr. Stone stated that anyone can request a market evaluation. He added that there has also been discussions about Information Services positions to pay a base rate and a premium for specialized positions. Commissioner Hege stated that we need to be competitive and retain our good employees. Ms. Brewer pointed out that her department is currently overhauling several plans, once those big projects are complete, we can consider what we need to retain in the way of staff size.

**\*\*\*The Board was in consensus to leave the process of market evaluation and salary increases up to staff.\*\*\***

Ms. Brewer stated that she is looking for ways to remove the kinks from the codes compliance process – right now, some cases go on for years; she would like to reduce that to weeks. She asked what the Board's philosophy is regarding anonymous complaints.

Chair Runyon said that he does not have a problem with confidential complaints as he understands the reluctance to report violations for fear of retaliation, but he does not want anonymous complaints. He observed that some people would use the anonymity to harass their neighbors.

Ms. Brewer stated that the problem with confidential complaints is that the Court can request the information and the Planning Department is required to then reveal the complainant's name. She said that circumstance deters people from coming forward with legitimate concerns. She stated that an anonymous complaint allows the Planning Department to open a case independently; right now, we are exclusively driven by signed complaints.

Vice-Chair Kramer stated that public safety and public health should be our

primary concern; if someone is unwilling to sign their name but we can see that there is an issue, then we need to respond. Commissioner Hege agreed, saying that anonymous complaints are essential otherwise, we might not hear about significant violations. He commented that citizens used to be able to submit complaints without signing their name. Ms. Brewer responded that as a result of a court case, they have to require a name on written complaints; without a signature, people can say that staff is filling out the form and targeting them. She said that if we accept anonymous complaints by phone, staff can keep it anonymous because they won't know who is making the complaint.

Ms. Brewer went on to say that staff has spent a lot of time and incurred legal expense to pursue violations only to have their recommendations changed at a hearing; it makes it feel like a lot of resources have been wasted. She referenced the recent 420 Fest violation hearing where no fines were assessed as an example. She said that the goal is to help citizens be in compliance, but that has to be balanced with the expenditure of County resources – it should not be a years-long process.

Further discussion ensued regarding possible solutions. Vice-Chair Kramer suggested the issuance of citations for violations. Mr. Stone suggested that we might look at billing applicants for legal costs incurred through their application process. Vice-Chair Kramer agreed, saying that would be an appropriate user fee. Chair Runyon added that we should definitely be looking at equity.

Commissioner Hege noted that fees are only covering a fraction of actual costs. He said that he hopes we will learn from the 420 Fest experience and that their decision was based on what was presented at the hearing; had other information been available, the decision might have been different. Ms. Brewer observed that Planning Staff walk a fine line and try not to let their personal opinion enter into their staff recommendation.

Commissioner Hege stated that the Planning staff should know best how to remove the kinks. Ms. Brewer said that what she is hearing is that the Board would like as much information as possible and that staff can work to streamline the process. She noted that there will be three codes compliance cases coming to the Board in the next month or two.

Commissioner Hege commented that additional funds have come to the County

through the initial fee for the third Google Enterprise Zone; those funds were divided between the City of The Dalles and Wasco County. He suggested that the money might be distributed similarly to how Immediate Opportunity Funds were distributed. Further discussion ensued regarding possible uses for the funds such as SWPRD and the Planning Department salary increases. No conclusion was drawn.

Mr. Stone reported that the County will be filing a motion to be dismissed from the suit filed against NORCOR and Wasco County regarding the detention of people in violation of ICE laws. Chair Runyon noted that County Counsel will be in touch with NORCOR Counsel to help inform our decisions.

Mr. Stone reported that a Sheriff's Department employee has filed a BOLI complaint regarding our hiring/promotion practices. He stated that in a recent promotion process, veteran's preference was not factored in. He added that in this case, the application of the veteran's preference would not have altered the outcome.

Ms. White reminded the Board of their recent decision to not participate on the Deschutes Rim Clinic capital campaign committee due to the fact that it is a private business. She stated that she has since learned that they are actually a public taxing district and felt she needed to bring that information to the Board in case it alters their position. The consensus of the Board was that that fund raising is really not within their official scope; however, Board members are free to participate as private citizens.

Vice-Chair Kramer reported that there is a growing issue regarding the septic systems in Wasco County; cities no longer want to accept the waste being pumped from those systems. He stated that grounds are being saturated and the problem will need to be addressed. Ms. Brewer suggested that Tygh Valley should have a treatment system paid for by the waste haulers so they have a place to go. Further discussion ensued regarding various possible solutions.

Chair Runyon commented that he would like to have some guidance on how to handle instances where a citizen is taking up inordinate amounts of Board and staff time on the same topic even after all questions have been answered. Ms. White reported that County Counsel is at conference this week and plans to discuss that with colleagues.

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Further discussion ensued regarding the upcoming AOC Legislative Conference. Commissioner Hege noted that should Representative Huffman resign his seat to accept another position, the appointment will come to the District counties for a final decision on a replacement.

The session was adjourned at 3:26 p.m.

Wasco County  
Board of Commissioners

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Rod L. Runyon, Board Chair

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Steven D. Kramer, Vice Chair

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Scott C. Hege, County Commissioner



WASCO COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
AUGUST 16, 2017

PRESENT: Scott Hege, County Commissioner  
Steve Kramer, Commission Vice-Chair  
Rod Runyon, Commission Chair  
STAFF: Kathy White, Executive Assistant  
ABSENT: Tyler Stone, Administrative Officer

At 9:00 a.m. Chair Runyon opened the Regular Session of the Board of Commissioners with the Pledge of Allegiance.

Ms. White asked to add the Assessor's Document Processing Agreement to the Discussion List.

Discussion List – Lien Satisfaction

Finance Manager Siri Olson stated that these are the last three existing liens for the Tooley Terrace improvement project.

**{{{Commissioner Hege moved to approve the Satisfaction of Liens for Andres and Jessie Gonzales, Jeffrey Johnston and Carrie Buchanan, and Samuel and Kathy Sprenger. Vice-Chair Kramer seconded that motion which passed unanimously.}}}**

Discussion List – VOCA Grant Application

Victims Assistance Coordinator Judy Urness reported that the basic grant amount has increased by \$6,900 over last year. She stated that there is an opportunity to expand that by \$43,000 based on three criteria; she is looking into the possibilities for Wasco County. She said that she is seeking Board

approval for the application; a grant agreement should come back in September for Board consideration.

Commissioner Hege asked how the match would be met for the grant. Ms. Urness replied that the Criminal Fine Account Grant, which has no match requirement, acts as the match for the Victims of Crime Act Grant; no monies are needed from General Fund.

**\*\*\*The Board was in consensus for the Victims Assistance Coordinator to move forward with an application for the Victims of Crime Act Grant application.\*\*\***

#### Discussion List – BOPTA Appointment

Ms. White explained that the Board of Property Tax Appeals runs hearings that last one or two days each year. They want a large enough pool of trained members so as not to overburden anyone as they need a minimum number of members at each hearing. She noted that the Board is familiar with Ruby Mason through her time as the Housing Authority Director.

Commissioner Hege added that he is a member of BOPTA; his goal is to have each assembled board composed entirely of citizens to make the important decisions regarding the adjustment of property taxes.

**{{{Commissioner Hege moved to approve order 17-053 appointing Ruby Mason to the Wasco County Board of Property Tax Appeals Chair Persons Pool and Non Office-Holding Pool. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

#### Discussion List – Juvenile Crime Prevention Grant Agreement

Youth Services Director Molly Rogers explained that this grant has been reduced over the last few bienniums and is no longer adequate to sustain the truancy work for which Wasco County has traditionally been using it. She stated that the monies will now be used through Youth Think to target 8<sup>th</sup> graders who are at risk during that critical first year in high school. She said that it will be part of the Do Something program which highlights kids who are at risk of not making those important connections during their freshman year.

**{{{Vice-Chair Kramer moved to approve the Wasco County Juvenile Crime Prevention IGA #11097. Commissioner Hege seconded the motion which passed unanimously.}}}**

**Consent Agenda – Annual Publication Contract, Reappointment & Minutes**

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

**Retirement**

Chair Runyon presented HR Generalist/Payroll Clerk Barbara Case with a certificate of appreciate for her years of service to the employees and citizens of Wasco County. Ms. Case's last day with the County will be August 31<sup>st</sup>.

**Discussion List – Document Processing IGA**

County Assessor Jill Amery explained that this is a renewal of an agreement with the State to process, publish and distribute tax statements for Wasco County. She reported that the cost for the service is \$7,700 which is not a lot of change from last year. She stated that there is not enough time to make the switch this year, but she is looking at a digital service for next year.

**{{{Commissioner Hege moved to approve the Department of Administrative Service IGA for the Processing, Publishing and Distribution of Documents. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

**Agenda Item – Property Sales**

Ms. Amery reviewed the memo, included in the packet, regarding the August 4, 2017 auction of County-owned lands. She reported that her team had an after-action meeting and will be recommending a few modifications to the land sales policy. She explained that by statute the proceeds from the sales goes to pay for foreclosure fees and administrative costs; the remainder is distributed to the taxing districts. She stated that all minimum bids were based on market value and districts will get a little more than what they would have gotten through property taxes.

Commissioner Hege asked when the last time the County auctioned foreclosed property. Ms. Amery replied that there has been one auction in the last 25 years. She added that not all the properties were taken in foreclosure, many of the small parcels were acquired when the State remapped in the 1970s. She reported that there are four properties scheduled to be taken in foreclosure this year.



Commissioner Hege asked Ms. Amery to explain the process for foreclosure. Ms. Amery replied that after four years of non-payment of taxes, the County files a judgement and owns the property. Following the judgement there is a two-year redemption period during which time the taxpayer can stay in the house and has the opportunity to pay all the back taxes to redeem the property.

Ms. Amery went on to say that there is an Oregon Housing Stabilization Initiative program available through Columbia Cascade Housing that helps qualified homeowners pay back-taxes. She said that there are brochures available in the Tax and Assessment Office; she hopes to have information online soon.

Chair Runyon asked how many properties will be sold at the next auction. Ms. Amery responded that she hopes to have a sale every spring and hope to sell between six and twelve buildable lots. Non-buildable parcels will be sold in sealed bid auctions to adjacent property owners. Ms. Amery explained that it is a big process taking a lot of County staff to complete the process. She said that it will get easier as staff becomes more familiar with the process; the hope is to sell properties taken in September the following spring.

Keef Morgan thanked the County for getting this process underway to get properties back on the tax rolls. He stated that he was one of the winning bidders at the recent auction and will be improving the property he purchased. He reported that after the bid he found that in order to have the water turned on at the property, he would have to pay over \$5,000 in unpaid water fees. He stated that he attended a recent Chenoweth Water Board meeting along with County staff to seek relief. He said that he believes there is more work to be done on the County side and asked that the County reduce his bid as he is shouldering the burden of the debt.

Chair Runyon replied that he understands that the Water Board's attorney has taken this under advisement; anything the County might do now would be premature. Mr. Keef said that he could pay the County back were there to be a reduction in the fees.

Mr. Stone stated that in Mr. Morgan's case, eight years ago the previous owner had signed up for service and then stopped paying. The Chenoweth Water District turned off the water but continued to charge \$35 per month plus penalties. He reported that he, Ms. Amery and County Counsel Kristen Campbell attended the District Board meeting to talk about policies; the District did not file a lien and does not follow who owns the property. She said that it

never comes up until someone requests service; the County was not notified and when we did a property search, we found no liens. He added that the County sells as-is and had no way of knowing about the water bill; neither do the prospective buyers. He concluded by saying that he does not think there is a mechanism for reducing the bid.

Chair Runyon said that Mr. Morgan is receiving support from the County to work through this issue and we will have to wait to learn what the Water District's decision is.

Ms. Amery stated that according the OARS, the District's practices are inappropriate; the former owner signed up for service but when the County took the property, we never signed up for service. The Water District continued to send bills that were returned to them as there was no resident at the property. She said it is not appropriate for them to go after future property owners for the past owner's debt. She stated that had they filed a lien, they could have paid the taxes and sold the property to recover their costs.

Travis Hillman stated that he purchased four properties at the foreclosure sale, one of which is in the Chenoweth Water District; they are attempting to bill him \$3,400. He said that they told him they could eliminate the fee by removing the meter but would charge him \$4,700 to install a new meter. He stated that the previous owner died and the bill should have gone to the estate for settlement. He added that he thinks that he believes that the minimum bid prices were too high which is why not all the properties sold.

Ms. Amery said she appreciates the comments. She noted that when a property does not sell at auction, the County can sell privately. The challenge is that some people will not participate in the auction hoping to purchase for less through a private sale; the County wants to avoid that circumstance. She said that the properties that did not sell at the recent auction may be included in the 2018 spring auction.

Commissioner Hege observed that there was a house sold at auction for which the sale was not completed. He asked if it can go to the second highest bidder. Ms. Amery reported that there was only one bidder for that property.

Commissioner Hege asked what happens to outstanding water bills for homes located in The Dalles. Ms. Amery replied that the City does not charge a monthly base fee when service is shut off.

Commissioner Hege commented that it seems like no one would pay the back water bills as they had not signed up for the service. He said that arguably, the County could be responsible for the meter charges for the 24 months of the redemption period. Ms. Amery responded that when the County takes the property, junior liens are extinguished. She said that she thinks the Water District now understands that their policy is not legal.

Commissioner Hege said that he wants to make sure that there is some resolution as the winning bidders should not be burdened with it. Ms. Amery stated that the District should understand that if they continue this practice, people will not want to purchase the property and they will never have clients associated with those properties.

Senior Deputy District Attorney Leslie Wolf said that if Chenoweth does not move on this, small claims actions can be filed.

Ms. Amery stated that it is the Board's responsibility to make the final decision to accept the bids.

**{{{Commissioner Hege moved to accept all August 4<sup>th</sup>, 2017 County Owned Land Auction bids as follows:**

- **Roger and Nancy Larson**
- **Jose M. Flores**
- **Keef Morgan**
- **2 properties to Travis and Tiffany Hillman**
- **2 properties to Travis Hillman**
- **4 properties to Timm Johnson**

**Vice-Chair Kramer seconded the motion.**

DISCUSSION

Commissioner Hege said that he wants to continue to help buyers in the Chenowith Water District dispute.

**The motion passed unanimously.}}**

Ms. Amery went on to say that in the process of a sealed bid auction for non-buildable bare parcels, the County sends a letter to contiguous property owners

who have a set time frame in which to submit a bid for that property. She stated that there was a letter sent to Mr. Black and Ms. Hanlon for a non-buildable bare parcel located between their properties on 10<sup>th</sup> Street in The Dalles. She reported that her office received only one bid which was from Ms. Hanlon. After the bid deadline had elapsed, Mr. Black came in to say that he owns the property.

Ms. Amery went on to say that her staff along with County Surveyor Brad Cross researched the history of the property. She reported that the County acquired the parcel in the mid-1990s as a result of the State remapping project which was designed to correct discrepancies in property descriptions. She stated that the parcel originally came from Ms. Hanlon's property. The parcel was first taxed in 1994 to an unknown owner; the County took ownership in 2008 and was properly noticed through the foreclosure process.

Mr. Stone commented that through the remapping that occurred in the 1990s, hundreds and maybe thousands of these "orphaned lots" were created across the state. He said that the best way to deal with them is to get them back to the lot they were taken from through the sealed bid process. Ms. Amery added that statute requires that the County makes their best efforts to locate the owner. She said that since only one bid was received through the sealed bid process, she recommends the property be sold to Ms. Hanlon.

Laurie Ann Bartels, Mr. Black's daughter, spoke on his behalf. She stated that Mr. Larry Black has lived on his property for 40 years with only two previous owners. She provided some pictures and a map (attached) of the disputed parcel of land. She explained that when Mr. Black received notice he began looking for markers and found none. He thought that the piece was perhaps down the steep drop-off located at the back of the property. He did not find out otherwise until Ms. Hanlon informed him that his building was in part located on her property.

Ms. Bartels reported that at that point she began to help him research and contacted HUD and Tenneson Engineering to look into the history of the property. She described the parcel as triangular in shape; she does not understand why the lines are falling where they are and she and her father would like more time to complete their research. She noted that the parcel is described as a bare lot but there is part of a building on it, a building for which her father has paid taxes.

Vice-Chair Kramer said that he thinks the Board needs more time to look at the information in respect to both property owners. He suggested that the item be

tabled to allow the Board to make a truly informed decision. Chair Runyon concurred but said he wanted to give Ms. Hanlon the opportunity to speak.

Ms. Hanlon stated that she purchased her property about a year ago. She made some accusations regarding Mr. Black's actions and demeanor over the past year, saying that he had cut down some screen trees, dug holes and been very difficult. She said that she just wants to get past this. She said that he had the same opportunity she had to purchase the property and did not offer a bid.

Commissioner Hege stated that the fact that there is a building on the property seems problematic as it is associated with the lot in the tax roll. He said that he believes that needs to be resolved; he does not want County action to create property issues. He suggested that both owners could engage in a mediation process through Six Rivers Mediation. He said that he wants to follow the process but wants to find a path that makes it better for everyone. Mr. Stone said that he agrees that it would be good for the property owners to resolve this but we have to follow our process. He suggested that Ms. Campbell may be able to counsel on that.

Ms. Hanlon stated that it is more difficult with the County owning the parcel.

Ms. Campbell stated that the Board can take time to act as a facilitator for the dispute, they can go forward with sale in which case Ms. Hanlon assumes the risk, or they can table the decision to gather information and further consider the facts. She said that she is confident that the County process is correct and legally defensible.

**{{Vice-Chair Kramer moved to table the decision regarding the Quitclaim Deed of property to Mary Hanlon until a future date to allow the Board more time to fully explore the issues. Commissioner Hege seconded the motion.**

DISCUSSION:

Further discussion ensued regarding the timeline for a decision and possible alternate solutions such as lot division and mediation. County Surveyor Brad Cross explained that lots like these are created by discrepancies in the deeds – it has always been there but is just now surfacing. He said that the problem is that we really don't know where the property is or if it even really exists; it would take significant work by a surveyor to discover; that entire area is problematic.

Mr. Stone said that he would guess that our code would not allow for that division. He said that there may be potential for mediation to reveal a solution. He asked Mr. Black and Ms. Bartels if they would be willing to enter into mediation; they replied affirmatively. He asked Ms. Hanlon if she would be willing to enter into mediation; she responded that at this point she would rely on legal counsel. Mr. Stone said that short of mediation, the County will have to rely on its process. He said that Ms. Campbell will work with each party's counsel for resolution; it will now be a civil matter which is likely to be expensive for both parties. Chair Runyon stated that he hopes the property owners can resolve it before it comes to that.

Ms. Amery pointed out that while all this goes on, the County is still holding Ms. Hanlon's money. She asked that the Board expedite the process. Ms. Bartels stated that if her father loses the building that is in part on the disputed parcel, it will devalue his property.

Further discussion ensued regarding a timeline and there was consensus to hold a Special Session after September 20, 2017.

**The motion passed unanimously.}}}**

Chair Runyon called a recess at 10:36 p.m.

The Session reconvened at 10:43 a.m.

<b>Agenda Item – Community Corrections Agreements</b>
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Community Corrections Manager Fritz Osborne said that the ICE Agreement is for sex offender treatment and has worked well with strong engagement. He stated that there are no substantive changes – just updates to the time frame.

**{{{Commissioner Hege moved to approve the Sex Offender Treatment Consulting Service Contract with Innovative Counseling Enterprises. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

Mr. Osborne explained that the Cognitive Behavioral Services agreement is with Ron Webber with whom Community Corrections has been working for years. He said that the contract was updated last year and since that time the curriculum has been expanded to target specific needs. He said that as a result of the expanded curriculum, the ceiling has been removed from the agreement and Community Corrections is adding more funding to support that.

**{{{Commissioner Hege moved to approve the Cognitive Behavioral Therapy Consulting Services Contract with Ron Webber. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

Mr. Osborne said that the Bridges to Change agreement was recently amended based on Mr. Stone's comments that the start-up cost language is no longer necessary. The language making the County responsible for resident damages has also been removed. He reported that Community Corrections has eight clients in residence – all of them have jobs and have been sober with the exception of one short-term relapse. He stated that the residents have been getting along with the neighbors.

**{{{Commissioner Hege moved to approve the Bridges to Change Renewal Contract with stated revisions. Vice-Chair Kramer seconded the motion which passed unanimously.}}}**

Mr. Osborne explained that he is applying for a Reinvestment grant and would like a letter of support from the Board. Chair Runyon asked that he provide a draft of what he is looking for.

**\*\*\*The Board was in consensus to sign a letter of support for the Community Corrections Justice Reinvestment Grant application.\*\*\***

<b>Agenda Item – Vacation Policy</b>
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Public Works Director Arthur Smith said he is representing the Vacation Policy Team who worked to address an inequity in the policy regarding the awarding of vacation to all employees on January 1<sup>st</sup> each year. He explained that the January 1<sup>st</sup> award creates a circumstance in which an employee hired on January 1<sup>st</sup> works one year for their initial award while an employees hired at other times might have to work up to 1 year and 11 months for that same award. He stated that going forward the new policy moves the award date to coincide with each employee's hire date. He added that current employees will have an opportunity to opt into the new award system or can remain with the January 1<sup>st</sup> award date. He added that each department will receive information to help employees make their decision.

Chair Runyon pointed out that the policy was revised not too long ago and asked if this is a final version. Human Resources Manager Nichole Biechler replied that this is really just a band aid; there are other items within the policy that need to be addressed. Ms. White added that in the first revision the committee had been



charged with only addressing the changes need to reconcile the vacation policy to the AFSCME agreement as AFSCME disbanded within the County and those employees moved on to the County Compensation program.

Ms. Biechler went on to say that we can use this policy for some time but as we look at recruitment and retention, there will have to be further revisions.

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

**Agenda Item – Wellness Policy**

Community Corrections Office Specialist Lena Watson, on behalf of the Wellness Committee, explained that the Wellness Policy is designed to support a healthy working environment for employees as a part of the 100% Love Culture program. She said that the policy was developed over a year ago but referenced an action plan which had not yet been created. The Action Plan is not complete and been added to the Wellness Policy which is before the Board today for consideration.

Chair Runyon asked if there will be any connection to the Blue Zones project. Ms. Watson replied that they hope to participate in that project.

**{{{Vice-Chair Kramer moved to approve the Wasco County Wellness Policy and Action Plan. Commissioner Hege seconded the motion which passed unanimously.}}}**

**Agenda Item – Gorge Commission Plan Update Progress Report**

Executive Director Krystyna Wolniakowski reviewed the report included in the Board Packet. She announced that funding from both Washington and Oregon has remained stable even in the face of state budget cuts. She said that they had not moved forward to recruit for an open planner's position until they were sure of the funding; they will now begin advertising for that position.

Chair Runyon observed that at a meeting in July there were concerns that the County planners, who do the implementation of the Gorge Commission Plan, were not being included beyond the standard public comment level in the update of the plan. Ms. Wolniakowski responded that CRGC has received comment from the planners; CRGC has begun quarterly meetings with the Planning Directors and are committed to ongoing meetings to do this work. She added that there are additional levels of consultation with tribes, the public, city

councils, county commissions and planning staff. She stated that she wants to make sure workable solutions are being created for problems that actually need to be solved. She said that the planners experienced input is crucial to determine what will be workable. She stated that CRGC is grateful for Wasco County's willingness to act as a liaison for this process.

Ms. Wolniakowski went on to say that there are some areas of the plan that CRGC does not have the capacity to address and will be outsourcing some of the technical aspects of the plan. She stated that CRGC will be concentrating resources on critical areas that affect the Gorge.

Ms. Wolniakowski said that they are organizing an economic indicators working group in response to feedback indicating that the CRGC does not do enough toward economic development. She said that they are working with MCEDD and others to help identify what is critical to the effort to determine how CRGC can help support economic development in the areas impacted by the management plan. She observed that the current plan devotes only 4 pages of 600 to economic development; CRGC wants to make it more robust while still protecting natural resources. Chair Runyon observed that both are equally important. Ms. Wolniakowski agreed, saying that they just need to clarify what economic development means in terms of a plan that is laying the road map for the next ten years.

Commissioner Hege asked if they will be dealing with the minor amendment issue in the plan update. Ms. Wolniakowski replied that they will; part of that will be to define what minor is. Commissioner Hege asked when they hoped to complete the update. Ms. Wolniakowski responded that they will be issuing a new roadmap and timeline but she hopes that by June or July of 2019, there will be a draft plan that the Columbia River Gorge Commission can approve and send to the Forest Service. She noted that the Forest Service is on a different timeline; they have recreation in the special management area and they could decide to not change anything.

Commissioner Hege asked what the current status of the UGB is regarding the minor amendments. Gorge Commissioner Rodger Nichols replied that there was a big effort to resolve questions on the map and establish meets and bounds. That was the first step in a process. They now need to define what is minor. Ms. Wolniakowski added that there is no controversy regarding the work that has been done which had to be completed in order to make the adjustments. She said

that it will be a top priority issue in September.

Commissioner Hege observed that this has been under discussion for a decade and it seems like there have been no progress. Mr. Nichols responded that he will be pushing at every meeting to get it done. Ms. Wolniakowski added that the CRGC is committed.

Commissioner Hege said the counties are working together to have more input and are putting in a lot of effort and time. He asked if their input would be given its proper due. Ms. Wolniakowski responded by saying that they have a working group with the planning directors which is new. She explained that they had had workshops for day to day issues but the planning directors group is engaged in policy discussions – they are part of the team to make sure that when there is a final plan, it works for everyone.

Mr. Stone commented that in the beginning it seemed that the county input was just public comment; we took on the effort to have a voice. He said that he is encouraged by what has happened towards the counties having a deeper involvement.

At 11:40 a.m. Chair Runyon recessed the regular session to open an executive session pursuant to ORS 192.660(2)(h) to confer with legal counsel regarding litigation.

At 12:20 p.m. the regular session resumed.

Commissioner Hege reminded everyone that the Board will be holding a Town Hall in Mosier this evening just before the Mosier City Council meeting. The Town hall begins at 5:30 p.m.

Chair Runyon recessed the session.

Chair Runyon opened the Town Hall at 5:35 p.m. explaining the purpose of the Town Hall as being an opportunity for the Board to hear from citizens. Each of the Commissioners talked about some of the boards and committees in which they participate along with recent County events such as a county-owned land auction. It was announced that there are five county-owned properties in the Mosier area; another auction will take place in the spring.

Commissioner Hege announced that Ruby Mason was appointed to the Board of Property Tax Appeals earlier today. He explained that when a citizen does not

agree with their tax assessment, they can appeal to BOPTA where a Board of citizens will hear their case and make a determination.

Mosier Mayor Arlene Burns said that she would like to take this opportunity to publicly thank the Board of Commissioners for their support of Mosier throughout the double track situation with Union Pacific Railroad. She said that the community felt supported and appreciated the Board's efforts on their behalf.

Chair Runyon noted that there will be a meeting in Portland next week with the President of the Union Pacific Railroad.

Sigrid, a Mosier resident, said that she is concerned with growth in Mosier, noting that they recently lost their local grocery store. She asked if there is any progress being made to replace that function in Mosier. Mayor Burn replied that they have had two offers for the store and a third party has expressed an interest. Commissioner Hege pointed out that Dufur and Maupin, which are similar in size to Mosier, have successful grocers. He suggested that they may be able to help with how to make that sustainable in a small town. Chair Runyon added that both of those grocers worked with MCEDD to get started.

City Manager Kathy Fitzpatrick presented information on a planned bike hub in Mosier, thanking the Board for the seed money from the Immediate Opportunities program. She credited that funding for their ability to apply for and receive other grant monies to support the project. She added that they will also be receiving money from Union Pacific Railroad due to the rail 2016 rail accident. She went on to describe plans for the bike hub along with other improvements in the City of Mosier such as a civic center and street-scaping.

Further discussion ensued regarding the importance of all forms of traffic safely sharing roadways.

Chair Runyon outlined some new legislature that may offer some funding opportunities for projects in Mosier. He commended the Mosier City Council for the good job they are doing for their community.

Mr. Anderson, Mosier area resident, said that he and his wife moved her last year and very much appreciate their new community. He went on to express some frustration with the building process and encouraged the Board to look into ways to improve that process for citizens and contractors. Vice-Chair Kramer responded that the County is already working on that issue. He reported that at

the last Mid-Columbia Council of Governments Board meeting, the Board gave direction to the Interim Executive Director to look for other homes for MCCOG programs which includes Building Codes. He reported that there was a meeting with the City of The Dalles today regarding the possibility of a one-stop shop to centralize services. He said that if anyone has any other issues, he would encourage them to bring them to him so that they can be considered.

Chair Runyon added that one of the other MCCOG programs is transportation which impacts Mosier. He said that there has been some discussion about improvements to the transportation service. He pointed out that all of this is in the early stages, but the County wants to support improvements to all the MCCOG programs.

Emily Reed thanked the County for being a partner in Happiness Month again this year.

Chair Runyon thanked the City of Mosier for this opportunity to meet with community members.

The session adjourned at 6:35 p.m.

<b>Summary of Actions</b>
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**Motions Passed**

- **To approve the Satisfaction of Liens for Andres and Jessie Gonzales, Jeffrey Johnston and Carrie Buchanan, and Samuel and Kathy Sprenger.**
- **To approve order 17-053 appointing Ruby Mason to the Wasco County Board of Property Tax Appeals Chair Persons Pool and Non Office-Holding Pool.**
- **To approve the Wasco County Juvenile Crime Prevention IGA #11097.**
- **To approve the Consent Agenda.**
- **To approve the Department of Administrative Service IGA for the Processing, Publishing and Distribution of Documents.**
- **To accept all August 4th, 2017 County Owned Land Auction bids as follows:**
  - **Roger and Nancy Larson**

- **Jose M. Flores**
  - **Keef Morgan**
  - **2 properties to Travis and Tiffany Hillman**
  - **2 properties to Travis Hillman**
  - **4 properties to Timm Johnson**
- 
- **To table the decision regarding the Quitclaim Deed of property to Mary Hanlon until a future date to allow the Board more time to fully explore the issues.**
  - **To approve the Sex Offender Treatment Consulting Service Contract with Innovative Counseling Enterprises.**
  - **To approve the Cognitive Behavioral Therapy Consulting Services Contract with Ron Webber.**
  - **To Change Renewal Contract with stated revisions.**
  - **To approve the revised Wasco County Vacation Policy.**
  - **To approve the Wasco County Wellness Policy and Action Plan.**

Wasco County  
Board of Commissioners

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Rod L. Runyon, Board Chair

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Steven D. Kramer, Vice Chair

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Scott C. Hege, County Commissioner

**Agenda Item**  
**Senior Center Elevator Project**

- [Project Report](#)

To: Board of  
County Commissioners

# Mid-Columbia SENIOR CENTER

August 15, 2017

Final Report, UpLifting Elevator Project

As of August 8<sup>th</sup>, 2017, the elevator has had inspection, passed and is operational. There are a few final items for Cochenour Builders to address, and all should be completed and final payment made by the end of August.

Final cost for the project is \$397,500. We are so grateful to the entire community for helping us raise these funds and complete this much needed project.

We have also received a donation that will let us pay the first year's warranty and have in reserve funds to defray the first year operating expenses. This allows us to build up the bank account for the future costs.

The Nu-2-U resale clothing shop opened in it's new space to bright lights and much enthusiasm. Revenue is up about 20%. The shop is an important part of the funding that keeps our Center operating.

The well lighted stairway that is now indoors provides a safe means of moving between the main floor and the downstairs.

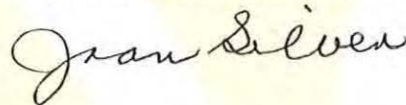
The elevator is already seeing steady use and allows access to the downstairs activities that were previously too difficult for many to reach.

The need to upgrade our building was recognized about eight years ago, when Dr. Hal Sessions was president of the Center board. The project concept was for a major remodel and fund raising was begun. That plan proved to be difficult to finance, and while some local contributions still came in the plan for remodel was not clear. It took a new committee to come together and narrow the scope of the project to provide the current plan and see to raising the needed funds.

Seven different funders and one major private donor gave us the funding. No borrowing was necessary. Over 150 local folks gave money to this elevator project, and we are grateful to each and every donor.

Major funders are: Ford Family Foundation	\$ 115,000
Collins Foundation	20,000
Oregon Community Foundation	15,000
North Wasco PUD	10,000
Northwest Farm Credit Services	1,500
City of The Dalles	25,000
Wasco County	25,000
Mrs. Roberta Heisler	75,000

We invite everyone to visit the Center and take part in the many and varied activities that go on. Our sincere thanks to all.



Joan Silver, Project Chair

Thank You!



**Agenda Item**  
**Fee Schedule Ordinance Hearing**

- [Presentation](#)
- [Amended Fee Schedule Ordinance](#)



Wasco County



# Amended Fee Schedule Ordinance 2018

# County Clerk



## ❖ Civil Marriage Ceremony

<b>Current</b>	<b>\$105.00</b>
<b>Proposed</b>	<b>\$110.00</b>

***Controlled by statute***

# Sheriff's Office



## ❖ Real Property Foreclosure Sheriff's Sales

<b>Current Deposit Required</b>	<b>\$750.00</b>
<b>Proposed Deposit Required</b>	<b>\$800.00</b>

- ***Real Property Foreclosure Sheriff's Sales includes an Oregon State Sheriff's Association fee for posting to the internet; that fee has increased from \$250 to \$300. Therefore, the Sheriff's Department will be increasing their total fee (which includes the OSSA fee).***

# Community Corrections



- ❖ **The \$45 fee for non-departmental drug screening has been removed.**

*These screenings are rare and the fees can be captured through other fees.*

- ❖ **Travel Permit**

<b>Currently</b>	<b>\$3.00</b>
<b>Proposed</b>	<b>\$5.00</b>

*While still not overly burdensome, the increase encourages commitment to the travel plan.*

- ❖ **Program Curriculum Book**

<b>Proposed</b>	<b>\$25.00</b>
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*These books are primarily for Cognitive Programs.*

# Planning Department



## **TYPE I – MINISTERIAL**

### ❖ **Address Fee – New or Change**

**Current**                      **\$125.00**

**Proposed**                      **\$ 75.00**

*With recent improvements to our address databases, it no longer takes over an hour to process this request.*

## **TYPE II – ADMINISTRATIVE**

### ❖ **Conditional Use – Non-farm Dwelling**

**Current**                      **\$1,600**

**Proposed**                      **\$2,000**

*This better reflects actual cost of staff time to prepare the permit. It takes at least 40 hours of planner time just to write the report, not including the meetings with the applicant, site visits, and any necessary research.*

# Planning Department



## ❖ Conditional Use - Other

<b>Current</b>	<b>\$1,000.00</b>
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<b>Proposed</b>	<b>\$1,300.00</b>
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*Better reflects actual cost of staff time to prepare the permit.  
Conditional uses are complex reviews.*

## ❖ National Scenic Area – Full Review

<b>Current</b>	<b>\$1,500</b>
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<b>Proposed</b>	<b>\$1,800</b>
-----------------	----------------

*New cumulative effects criteria must be addressed, requiring more staff time. This change provides approximately four more hours of staff time.*

# Planning Department



## ❖ Legal Parcel Determination

<b>Current</b>	<b>\$500.00 (\$76/hr if deemed complex project)</b>
<b>Proposed</b>	<b>\$500.00 + \$76/hr if deemed a complex project</b>

*Providing clarity – \$500 fee covers approximate time (+/- 6 hours) necessary to review the application and associated deeds and other related materials. This does not cover the research that staff often needs to do if the applicant is not able to locate the necessary deeds and related materials which can easily add 10-20 hours of staff time.*

## ❖ Non-conforming Use Review

<b>Current</b>	<b>\$ 600.00</b>
<b>Proposed</b>	<b>\$1,000.00</b>

*Better reflects actual cost of staff time to prepare the permit. The increase will not cover the cost in most cases, but is an improvement.*

## ❖ Single Parcel Partition

<b>Current</b>	<b>Single Parcel Partition or Replat</b>
<b>Proposed</b>	<b>Single Parcel Partition (ORS 92.176)</b>

*Language change to reduce confusion.*



# Planning Department



## TYPE IV ACTION – BOARD OF COUNTY COMMISSIONERS

### ❖ Goal Exception

**Current**                **\$1,700.00**

**Proposed**            **Pre-application meeting and fee required, at which time an estimated project fee will be determined based on the complexity of the proposal. 50% due at the time of application, 50% held in escrow and disbursed based upon inventoried hourly staff time spent.**

***Better reflects actual cost of staff to evaluate the request and implement required procedures and hearings – including legal services and any other professional services.***

# Planning Department



## ❖ Zone Change

**Current**                      **\$1,700.00**

**Proposed**                      **Pre-application meeting and fee required, at which time an estimated project fee will be determined based on the complexity of the proposal. 50% due at the time of application, 50% held in escrow and disbursed based upon inventoried hourly staff time spent.**

***Better reflects actual cost of staff to evaluate the request and implement required procedures and hearings – including legal services and any other professional services.***

# Planning Department



## CODE COMPLIANCE

### ❖ **Administrative Overhead Hourly Rate**

<b>Current</b>	<b>\$50.00</b>
<b>Proposed</b>	<b>\$76.00</b>

*Code Compliance staff costs just as much as Planning staff; the hourly rate for these professional services should be the same.*

### ❖ **Appeal to Hearings Officer**

<b>Current</b>	<b>\$500.00</b>
<b>Proposed</b>	<b>\$100.00</b>

*Temporary change to resolve a conflict between the compliance ordinance and the current fee schedule. The ordinance will be updated in 2018 and this fee will likely be revisited.*

# Planning Department



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*Temporary change to resolve a conflict between the compliance ordinance and the current fee schedule. The ordinance will be updated in 2018 and this fee will likely be revisited.*

# Planning Department



## **NEW FEES**

### **Type I Ministerial**

#### **❖ Marijuana Production**

**Proposed          \$1,000 + \$76/hour after 10 hours.**

### **Type II Administrative**

#### **❖ Marijuana Processing and/or Wholesale**

**Proposed          \$2,000 + \$76/hour after 20 hours.**

# Planning Department



## **FEES BEING REMOVED**

### **Type IV Action – Board of County Commissioners**

- ❖ **Comprehensive Plan Amendment**
- ❖ **LUDO Text Amendment**

***Parties eligible to apply for plan amendments are limited (e.g. State agencies) and if necessary, could be charged an hourly rate.***

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON  
IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF AMENDING WASCO	)	
COUNTY'S UNIFORM FEE SCHEDULE FOR	)	ORDINANCE
VARIOUS COUNTY DEPARTMENTS	)	#17-002

THE BOARD OF COMMISSIONERS OF WASCO COUNTY OREGON DOES  
ORDAIN AS FOLLOWS:

Section 1. PURPOSE

Wasco County provides core services to all citizens which are paid for through the annual tax base. On the whole, the County endeavors to proactively provide access to services in alignment with our Vision and Mission statements.

In some instances, special services are required or necessitated by various state statutes, or to meet the needs of citizens who have requests outside of core services. The purpose of this Ordinance is to outline the fees to be collected by Wasco County Departments for performing services, and to establish a uniform fee schedule.

Section 2. AUTHORITY

The Ordinance is enacted pursuant to the authority granted to general law Counties by [ORS 203.035-ORS 203.065](#) and by [ORS 192.440](#).

### Section 3. FEE SCHEDULE

Fees shall be charged and collected by the indicated Department before the filing, recording or copying of subject documents shall be completed. A table of all County fees can be found in Appendix A, B and C. Other fees may apply as assessed under Oregon Revised Statutes.

### Section 4. ENACTMENT PROVISIONS (1)

#### (1) CONFORMANCE WITH LAW

Except as expressly provided herein, this Ordinance shall in no way be a substitute for or eliminate the necessity of conforming with any and all State and Federal laws, rules and regulations including but not limited to the payment of all other fees required by law and other Ordinances which are now or may be in the future in effect which relate to the requirements provided in the Ordinance.

#### (2) SEPARABILITY

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portion of this Ordinance.

#### (3) EFFECTIVE DATE

This Ordinance shall take effect on January 1, 2018 upon its adoption, and all previous orders, resolutions or ordinances setting fees conflicting with the provisions of this Ordinance are hereby repealed and will be of no further force and effect.

Regularly passed and adopted by the Board of Commissioners of the County of Wasco, State of Oregon, by a \_\_\_\_ to \_\_\_\_ vote on this 6<sup>th</sup> day of September, 2016.



ATTEST:

WASCO COUNTY BOARD  
OF COMMISSIONERS

\_\_\_\_\_  
Kathy White  
Executive Assistant

\_\_\_\_\_  
Rod L. Runyon, Commission Chair

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Kristen Campbell  
Wasco County Counsel

\_\_\_\_\_  
Scott C. Hege, County Commissioner

## APPENDIX A: County Fee Schedule

Fees Across All County Departments		
Service Description	Fee Amount	Applicable Statute
<b>Miscellaneous Copies/Printing/Transmission</b>		
Black and white copies 8.5" x 11" or 8.5" x 14"	\$0.25 per page	County Ordinance
Black and white copies 11" x 17"	\$1.00 per page	County Ordinance
Color copies (any size listed above)	\$1.00 per page	County Ordinance
Providing content on media (zip disk, jump drive, CD, etc.)	\$15.00 per media plus actual costs of services	County Ordinance
Printing computer labels	\$40.00 plus actual printing and label cost	County Ordinance
Electronic transmission of documents (Fax, email, FTP, or similar transmission. If printing of copies is required to redact information or to get records into the appropriate form, subset, etc., copy fees and research time will also apply.)	\$5.00 per transmission plus actual costs of services	County Ordinance
<b>Research and Professional Services Fees</b>		
Basic Research Fee (Only upon availability of staff)	\$40.00 per hour, one hour minimum, unless specified by Department fee schedule	County Ordinance
Professional Services / Complex Analysis	See specific Department fee schedule	County Ordinance
<b>Public Record Request Fees</b>		
Certification of a Public Record (Birth certificates, licenses, etc.)	\$3.75 per record	<a href="#">ORS 205.320</a>
Public records request, general (Cost is request-dependent and is sum of research, copies, transmission, etc.)		
Administrative Services		
Service Description	Fee Amount	Applicable Statute
<b>FINANCE DEPARTMENT</b>		
Placing a stop payment on a Wasco County issued check	\$33.00 per check	County Ordinance
Returned item (non-sufficient funds, closed account, etc.) deposited to Wasco County bank account	\$25.00 per check	County Ordinance
<b>INFORMATION SERVICES DEPARTMENT</b>		
Professional Services GIS Mapping : See Appendix C	\$120.00 per hour	County Ordinance

LEGAL SERVICES		
County Counsel Fees. <i>Please contact Administrative Services for estimate.</i>	At current hourly rate	County Ordinance

Land-based and Civil Services		
Service Description	Fee Amount	Applicable Statute
ASSESSMENT AND TAXATION DEPARTMENT		
Mapping changes and new plat	\$540.00 base fee	County Ordinance
New lot created	\$50.00 each	County Ordinance
New row created	\$50.00 each	County Ordinance
New map	\$50.00 each	County Ordinance
Each map affected	\$50.00 each	County Ordinance
Lot line adjustment	\$250.00 each	County Ordinance
Calculation of farm/forest disqualifications (To be applied against penalty if the account is disqualified within 90 days)	\$40.00 per hour, one hour minimum	County Ordinance
Manufactured structure change of ownership in the LOIS system	\$55.00	County Ordinance
Submission of completed change of ownership forms for review and processing	\$25.00	County Ordinance
CLERK'S OFFICE		
Land-based Recording Fees		
(All documents presented for recording must be "required or permitted by law to be recorded")		
<b>Deed and Mortgage Records</b>	\$65.00 for the 1st page,	<a href="#">ORS 205.320</a> and
<u>Breakdown of fees:</u>	<u>\$5.00 for each page after</u>	County Ordinance
County Clerk Fee	\$5.00 per page	
Surveyor's Land Corner Restoration	\$10.00 per document	
Geographic Information Systems (GIS Fund)	\$19.00 per document	
Assessment & Taxation Fee	\$10.00 per document	
Oregon Land Information System Fund	\$1.00 per document	
Affordable Housing Alliance Tax	\$20.00 per document	
<b>Lien Records</b>	\$36.00 for the 1st page,	<a href="#">ORS 205.320</a> and
<u>Breakdown of fees:</u>	<u>\$5.00 for each page after</u>	County Ordinance
Statutory or County Clerk Lien Record	\$5.00 per page	
Assessment & Taxation & OLIS Fee	\$11.00 per document	
Affordable Housing Alliance Tax	\$20.00 per document	
<b>Subdivision and Subdivision Replat; Condominium</b>		<a href="#">ORS 205.320</a> and
County Clerk Fee, 20 lots or less	\$35.00	County Ordinance
County Clerk Fee, 21 lots or more	\$50.00	
Surveyor Fee, Subdivision and Subdivision Replat	\$700.00 plus \$65.00 per lot	
Surveyor Fee, Condominium	\$750.00 plus \$70.00 per unit	
Additional Pages	\$5.00 per page	
Assessment & Taxation & OLIS fee	\$11.00	
GIS Fund	\$19.00	

Land Corner Restoration Fund	\$10.00	
Affordable Housing Alliance Tax	\$20.00	
Tax Collector Approval	\$10.00	
Assessor Approval	\$10.00	
Copy Fees	\$2.50 per page	
<b>Partition Plat, Replat, and Property Line Adjustment Plat</b>		<a href="#">ORS 205.320</a> and
County Clerk Fee	\$35.00	County Ordinance
Surveyor Fee, Property Line Adjustment		
Plat, Single-Parcel Partition Plat or Replat	\$480.00	
Additional Pages	\$5.00 per page	
Assessment & Taxation & OLIS fee	\$11.00	
GIS Fund	\$19.00	
Land Corner Restoration Fund	\$10.00	
Affordable Housing Alliance Tax	\$20.00	
Tax Collector Approval	\$10.00	
Assessor Approval	\$10.00	
County Court Approval (if required)	\$10.00	
Copy Fees	\$2.50 per page	
Non Standard Documents	\$20.00 per document	<a href="#">ORS 205.327</a>
Documents Describing More Than One Transaction	\$5 per additional transaction or title	<a href="#">ORS 205.236(4)</a>
Location of Record	\$3.75 location fee plus \$0.25 per page	<a href="#">ORS 205.320</a>
Mortgage Notice of Default ( <i>Attorney General Foreclosure Avoidance Mediation Fund</i> )	\$100.00 (some exceptions apply)	Senate Bill 1552
Recording Image Subscription ( <i>download of images recorded in the Clerk's office and provided on media</i> )	\$0.25 per page/image plus cost of media if applicable	County Ordinance
<b>Marriage Fees</b>		
Marriage License	\$50.00	<a href="#">ORS 205.320 and ORS 106.045</a>
Civil Marriage Ceremony ( <i>in office, by appointment only</i> )	\$110.00	Senate Bill 27
Staff Witness for Ceremony	\$15.00 per staff member	County Ordinance
Certified Copy of Marriage License	\$7.75	<a href="#">ORS 205.320</a>
Time Waiver of 3-day Waiting Period	\$15.00	County Ordinance
Certificate of Parental Consent for Marriage of a Minor	\$15.00 per minor	County Ordinance
Amending a Filed Marriage Record	\$25.00	
<b>Domestic Partnership Declaration</b>		
Registration	\$50.00	<a href="#">ORS 205.320</a>
Certification of Original Record	\$5.00 per record	<a href="#">ORS 205.320</a>
Optional Additional Certified Copy	\$7.75	<a href="#">ORS 205.320</a>
<b>Elections Reports</b>		
Request for List of Electors	\$25.00 plus 2.5¢ per 100 names	<a href="#">OAR 165-002-0020</a> Section 1

## PLANNING DEPARTMENT

*See Appendix B*

County and ORS

## PUBLIC WORKS DEPARTMENT

Petition for Road Vacation	\$500.00	County Ordinance
Permit for Mass Gathering	\$500.00	County Ordinance
Permit for Motor Vehicle Road Rally	\$1000.00	County Ordinance

## SURVEYOR'S OFFICE

Survey Filing (Reviewed, filed and indexed)	\$185.00 plus \$50 per page over 2 pages	<a href="#">ORS 209.260</a>
Property Line Adjustment Survey Filing (Reviewed, filed and indexed)	\$250.00 plus \$50.00 per page over 2 pages	<a href="#">ORS 209.260</a>
Property Line Adjustment Plat Review (Reviewed, recorded, filed and indexed)	\$480.00 per plat	<a href="#">ORS 92.100</a> and County Ordinance
Single-Parcel Partition Plat, or Single Parcel Replat Review (Reviewed, recorded, filed and indexed)	\$480.00 per plat	<a href="#">ORS 92.100</a> and County Ordinance
Multiple-Parcel Partition Plat or Repat Review (Reviewed, recorded, filed and indexed)	\$625.00 per plat	<a href="#">ORS 92.100</a> and County Ordinance
Subdivision or Subdivision Repat Review (Reviewed, recorded, field-checked, filed and indexed)	\$700.00 per subdivision plus \$65.00 per lot	<a href="#">ORS 205.350</a> and County Ordinance
Condominium Plat Review (Reviewed, recorded, field-checked, filed and indexed)	\$750.00 per condominium, plus \$70.00 per unit	<a href="#">ORS 205.350</a> and County Ordinance
Re-check or Re-design Review	50% of the original review fee	County Ordinance
Affidavit of Correction, Consent, Post- Monumentation, etc.	\$50.00 per affidavit recorded	<a href="#">ORS 92.170</a> and County Ordinance
Marking the Record Upon the Surveyor's Copy of an Original Plat	\$15.00 per recorded document	ORS 271.230 (2) and County Ordinance
Research	\$75.00 per hour after the first hour	County Ordinance
Large Format Printing or Copying	\$1.00 per square foot, \$2.00 minimum	County Ordinance

Public Safety Services		
Service Description	Fee Amount	Applicable Statute
<b>COMMUNITY CORRECTIONS DEPARTMENT</b>		
Community Service Work Program evaluation, placement, and monitoring	\$35.00	County Ordinance
DNA Sample Draw	\$10.00	County Ordinance
Drug Testing	\$15.00 per sample for in-lab tests \$7.50 for instant tests	County Ordinance
Electronic Home Detention Program Placement	\$8.00 per day	County Ordinance
Inter-County Transfer Request	\$25.00	County Ordinance
Interstate Compact	\$50.00	County Ordinance
Probation/Post Prison/Parole Supervision	\$35.00 per month	County Ordinance
Travel Permit	\$5.00 each permit	County Ordinance
Treatment Program Intake	\$150.00	County Ordinance
Program Curriculum Book	\$25.00	
Treatment Program Assessment	\$150.00	County Ordinance
<b>SHERIFF'S OFFICE</b>		
Civil Fees	Per Statute	<a href="#">ORS 21.300</a>
Concealed Handgun License	Per Statute	<a href="#">ORS 166.291(5)(a)</a>
Fingerprinting	\$15.00 per card or \$15.00 for electronic submission	County Ordinance
OLCC Liquor License ( <i>regular and special event</i> )	\$25.00 per permit	<a href="#">ORS 471.166 (7)</a>
Real Property Foreclosure Sheriff Sale	\$800.00 deposit ( <i>Applicants will be billed for actual costs and employee time.</i> )	<a href="#">ORS 18.930(5)</a>
Sheriff Incident Reports* ( <i>No charge for victim for first copy</i> )	1–24 pages: \$15.00 per report 25–49 pages: \$20.00 per report 50+ pages: \$50.00 per report	County Ordinance
Videos	\$15.00 plus staff time*	County Ordinance
* <b>Research/Staff Time</b> – fee is based on salary and fringe benefits of the employee charged with the task (such as document research, retrieval, review or redaction), converted to an hourly rate. Time is charged in 15-minute increments with a 15-minute minimum. Call the Sheriff's Office for an estimate when research or staff time is needed.		County Ordinance
<b>YOUTH SERVICES DEPARTMENT</b>		
<b>Supervision</b>		
Formal Probation at time of Adjudication	\$30.00	County Ordinance
Formal Accountability Agreements	\$10.00	County Ordinance

Drug Testing	\$15.00 per sample for in-lab tests \$7.50 for instant tests	County Ordinance
Online Educational Classes	\$100.00	County Ordinance
Processing Request for Expunction	\$60.00	County Ordinance

## Appendix B: Planning Department Fee Schedule

### Wasco County Planning Department Fees

**Consolidating multiple permits:** Proposals that require more than one type of review may be consolidated. The consolidated fee includes the full fee of the primary or more expensive review process and 50% of the fee for each additional review process. Type I fees accompanying Type II-IV reviews will be waived. Please contact Wasco County Planning if you would like to view the fee waiver policies and procedures.

**Multi-department review:** Several review procedures listed below require coordination with other County departments (e.g. partitions and property line adjustments). In these instances, the Planning fee includes the other applicable departments' fees to provide customers with a convenient, one-time fee collection.

Type I - Ministerial	Fee
Address – New or Change	\$75
Land Use Verification Letter (Not Involving Land Use Decision)	\$150
Marijuana Production	\$1,000 + \$76/hour after 10 hours
Non-Structural Sign-Off – MNN (e.g., LUCS)	\$90
Structural Without Land Use Application – MNS	\$276
Telecommunications Tower - Collocation	\$1,600
<b>Type II - Administrative</b>	
<b>Fee</b>	
Conditional Uses	
• Aggregate and Other Subsurface Resources	\$2,500
• Dwelling, Non-Farm	\$2,000
• Farm Ranch Recreation	\$1,600
• Other	\$1,300
• Power Generating Facility (EFSC approval and required review)	\$76/hr
• Power Generating Facility (Commercial)	\$5,000 + \$1,000/tower
• Power Generating Facility (Non-Commercial)	\$1,600 + \$1,000/tower
Extension of Time for Land Use Approval	\$475
Legal Parcel Determination	\$500 + \$76/hour after 5 hours
LUDO Interpretation or Similar Use Determination	\$76/hr
Major Modification of Approval (notice is required)	\$76/hr
National Scenic Area (NSA)	
• Expedited (Used listed in Section 3.110 of Wasco County NSALUDO)	\$600
• Expedited (Removal or Demolition)	\$300
• Full Review (Fences and Accessory Structures Less Than 500 SQ)	\$1,000
• Full Review	\$1,800
Non-Conforming Use Review (verification, restoration or alteration)	\$1,000
Partition, Property Line Adjustment, or Replat (not involving public or private roads)	



• Property Line Adjustment	\$2,134
• Single Parcel Partition ORS 92.176	\$2,134
• Multiple Parcel Partition or Replat	\$2,279
Site Plan Review (parking, loading, and home occupations)	\$600
Subject to Standards	
• Aggregate Overlay Significant Determination	\$600
• Dwelling (Accessory, Large Tract Forest, Lot-of-Record, Primary, Relative)	\$1,300
• EPDs (Environmental Protection Districts)	\$650
• Guest House	\$500
• Marijuana Processing and/or Wholesale	\$2,000 + hourly rate of \$76/hour after 20 hours
• Other	\$650
• Utility Facilities Necessary for Public Service	\$2,500
Temporary Use Permit	\$700
Temporary Use Permit Renewal (e.g., Medical Hardship Dwelling)	\$400
Variance (Administrative) – Less Than 50% Deviation From Stated Standard	\$700

<b>Type III Action – Planning Commission</b>	<b>Fee</b>
Appeal to Planning Commission: ORS 215.416(11)(b); full refund if upheld	\$250
Mobile Home Park / RV Park	\$2,100
Other Reviews Directed to Planning Commission by Ordinance	\$1,500
Partition, Property Line Adjustment, or Replat (involving public or private roads approvals)	
• Property Line Adjustment	\$2,534
• Single Parcel Partition or Replat	\$2,534
• Multiple Parcel Partition or Replat	\$2,679
Planned Unit Development – Preliminary/Final Plat Review	\$3,604/\$954
Subdivision – Preliminary/Final Plat Review	\$4,104/\$954
	Plus \$65 per lot
Variance – 50% or Greater Deviation From Stated Standard	\$1,000

<b>Type IV Action – Board of County Commissioners</b>	<b>Fee</b>
Appeal to Board of Commissioners	\$1,200
Goal Exception	Pre-application meeting and fee required, at which time an estimated project fee will be determined based on the complexity of the proposal. 50% due at the time of application, 50% held in escrow and disbursed based upon inventoried hourly staff time spent.
Zone Change	Pre-application meeting and fee required, at which time an estimated project fee will be determined based on the complexity of the proposal. 50% due at the time of

application, 50% held in escrow and disbursed based upon inventoried hourly staff time spent.	
Zone Change	\$1,700
Open Space Lands Tax Assessment	\$900
Road Dedication	\$900
Road Naming/Re-Addressing (full fee + half fee for each address changed); not land use decision	\$200
Subdivision Lot Line Vacation per ORS 368.326	\$1,004

<b>Miscellaneous</b>	<b>Fee</b>
Amendment to Land Use Application Request (after pre-notice; prior to approval)	\$350
Complex Projects – As Determined by Planning Director (See Policy and Process)	\$76/hr
Continuance/Extension Request of Planning Commission or Board Hearings	\$500
LUBA Remand and Review	\$300
Outdoor Mass Gathering	
• Less than 3000 people	\$2,500
• 3,000 or more, or 120 hrs or more	\$4,500
Pre-Application Conference - <i>\$250 of the \$500 applies towards land use application if applied for within 90 days of conference.</i>	\$500
Research / Records Request	\$45/hr
Withdrawal of Application - Refunds	
• Before completeness is determined	75%Total
• After completeness is determined	50% Total
• After Pre-Notice or Notice of Decision is mailed	No Refund
Withdrawal of Appeal After Received	No Refund
Worked Commenced Without Required Land Use Approval	Additional 50% of Total Review Fee
Worked Commenced in NSA Without Required Land Use Approval	Additional 100% of Total Review Fee

<b>Code Compliance</b>	<b>Fee</b>
Administrative Overhead hourly rate	\$76/hr
Appeal to Hearing's Officer	\$100
Continued Non-Compliance	\$50/month
Recordation of Compliance Document	\$61
<i>Other compliance penalty charges exist as established in Compliance Ordinance (WCCCNAO)</i>	

## Appendix C: GIS Services

<b>GIS Services - Standard Labor Rate \$60/Hour</b>		
<b>Map Prices - Custom Maps</b>		
<b>Size</b>	<b>Price</b>	<b>Additional Copies (ea)</b>
8.5 x 11	\$7.00	\$1.00
11 x 17	\$8.00	\$1.50
18 x 24	\$12.00	\$12.00
24 x 36	\$15.00	\$15.00
24 x 40	\$25.00	\$25.00
36 x 48	\$35.00	\$35.00
Maps which take longer than 15 minutes to make (excluding printing time) are charged at our shop rate		
	<b>Available Data Layers</b>	<a href="#">(Fees allowed per ORS 190.050)</a>
<b>Layer</b>	<b>Price</b>	<b>Notes</b>
Extract of Assessor's Database	\$300.00	<a href="#">Table Schema</a>
Roads	\$50.00	
Taxlot Maps	N/A	<a href="#">See Also The Oregon Map</a>
Taxlots	\$1/parcel or \$1,500 for entire County	<a href="#">See Also Our Online Map</a>
<b>Other Groups/Layers - \$45.00 each</b>	<b>Contains</b>	<b>Notes</b>
Administrative Boundaries	Columbia Gorge Urban Renewal District, City of The Dalles Watershed, School Districts, NWCPUD Subdivisions, Transition Lands Study Area, Wasco County Boundary	
Populated Places	City Limits, Urban Growth Boundaries, Rural Service Centers	<a href="#">See Also State Data</a>
Tax Codes	Tax Codes	
Zoning - Cities	Zoning - Cities	
Zoning - Environmental Protection Districts	Zoning - Environmental Protection Districts	
Zoning - Wasco County	Zoning - Wasco County	
<p>We require payment in advance from companies we have not done business with in the past. Credit card payments get charged an additional amount (depending on how much the base purchase is) to match what the companies charge the County. Checks should be made out to Wasco County GIS, and sent with a note stating which layers are being requested. Send it to:</p> <p>Wasco County IS Department  Attn: GIS  2705 E 2nd St, The Dalles, OR 97058</p>		

**Agenda Item**  
**National Scenic Area**  
**Land Use & Development Ordinance**

- [Staff Memo](#)
- [Notice of Intent to Proceed](#)



**PLANNING DEPARTMENT**

2705 East Second Street • The Dalles, OR 97058  
p: [541] 506-2560 • f: [541] 506-2561 • [www.co.wasco.or.us](http://www.co.wasco.or.us)

*Pioneering pathways to prosperity.*

To: Board of County Commissioners

From: Will Smith, Associate Planner and Riley Marcus, Assistant Planner  
Wasco County Planning Department

Date: August 30, 2017

Subject: National Scenic Area Land Use and Development Ordinance Amendment

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The Columbia River Gorge Commission has transmitted revisions to the Management Plan for the Columbia River Gorge National Scenic Area that are required to be adopted into the Wasco County National Scenic Area Land Use and Development Ordinance. The changes were transmitted in a memo dated July 20, 2017 that was received by the Board August 7, 2017. These changes were the result of the previous Management Plan update and were approved by the U.S. Secretary of Agriculture on August 4, 2016.

Planning staff will be incorporating the required changes into a draft ordinance that will be presented to the Wasco County Planning Commission and the public on October 19, 2017. Once recommended for approval by the Planning Commission, the amendments will be presented to the Board of Commissioners for approval. We anticipate a Board hearing in November or December of this year.

Following Board approval, the amended ordinance must be presented to the Columbia River Gorge Commission for approval and acknowledgement, and must also be provided to the Secretary of Agriculture for concurrence. We anticipate a Gorge Commission hearing in February of 2018. The Secretary of Agriculture has 90 days to review the materials once we have provided it.

The cover memo for the transmitted changes specifically requests the County send a notice to the Columbia River Gorge Commission within 60 days of transmittal to confirm our intent to adopt these revisions within 270 days. The required notification letter has been drafted and is attached to this memo for your review.



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***Pioneering pathways to prosperity.***

September 7, 2017

Krystyna U. Wolniakowski  
Columbia River Gorge Commission  
PO Box 730  
57 NE Wauna Avenue  
White Salmon, WA 98672

Subject: Receipt of Management Plan Changes

Dear Ms. Wolniakowski;

Wasco County is in receipt of your letter dated July 20, 2017 in which you transmitted revisions to the Management Plan for the Columbia River Gorge National Scenic Area that were adopted by the Gorge Commission and concurred with by the Region 6 Forester for the US Department of Agriculture Forest Service, under the authority of the United States Secretary of Agriculture.

Under Section 7(b)(1) & (2) of the Columbia River Gorge National Scenic Area Act, we have 60 days to respond indicating our intention of amending our land use and development ordinance to be consistent with the revisions and 270 days to adopt those revisions.

On September 6, 2017, the Wasco County Board of Commissioners unanimously approved a motion directing the Wasco County Planning Department and Planning Director to submit our intentions of making the necessary revisions. This letter is our official response. The following is our tentative schedule for approval and adoption:

- Planning Commission Hearing(s) November 2017
- Board of Commissioner Hearing(s) January 2017
- Gorge Commission Hearing February 2017

Wasco County is committed to completing this process prior to the April 2018 deadline. If you require any further details about our proposed process, please feel free to contact me.

Sincerely,

Angie Brewer, AICP  
Planning Director

Cc: Wasco County Board of Commissioners,  
Robin Shoal, Staff Officer, Natural Resources and Planning, USFS, National Scenic Area Office

**Agenda Item**  
**Natural Hazard Mitigation Plan Agreement**

- [Introductory Email Message](#)
- [NHMP Agreement](#)



## MEMORANDUM

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**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** KATHY WHITE  
**SUBJECT:** NATURAL HAZARDS MITIGATION PLAN AGREEMENT  
**DATE:** 8/31/2017

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### BACKGROUND INFORMATION

From: **Juston Huffman** <[justonh@co.wasco.or.us](mailto:justonh@co.wasco.or.us)>

We are making headway with the Natural Hazards Mitigation update process and I am forwarding the attached IGA/SOW. Through OEM, the DLCD has been provided funds to assist Wasco County with the updating process. We are entering into an agreement (attached) with DLCD and we will need the commission to adopt the IGA.



# **INTERGOVERNMENTAL AGREEMENT**

Agreement No. PS 17008

This Agreement is between the State of Oregon acting by and through its Department of Land Conservation and Development ("Agency" or "DLCD") and Wasco County ("County"), each a "Party" and, together, the "Parties".

## **SECTION 1: AUTHORITY**

This Agreement is authorized by ORS 190.110.

## **SECTION 2: PURPOSE**

This Agreement, authorized by ORS 190.110, is to formalize a working relationship between DLCD and County that is to result in an updated Wasco County Natural Hazards Mitigation Plan (NHMP). The project is funded by the Federal Emergency Management Agency (FEMA). This is a no-cost agreement inasmuch as no funds are to be exchanged between County and DLCD. County will provide and document in-kind services as cost-share. DLCD will provide a cost share form.

To be eligible to receive certain pre- and post-disaster natural hazard mitigation funds from FEMA, local governments must have a current, FEMA-approved NHMP. NHMPs must be updated and re-approved every five years. The Wasco County NHMP expires on January 15, 2018; therefore it is important for County to update the NHMP as soon as possible. DLCD has received a Pre-Disaster Mitigation (PDM) grant (PDMC-PL-10-2016-003) from FEMA through OEM to assist County with the Wasco County NHMP update. The grant's performance period is from March 15, 2016 (PDM 16 application date) through August 30, 2019 (end period of performance).

County does not have sufficient staff to devote enough time to prepare the updated plan; therefore, DLCD will use the grant funds for DLCD staff to provide consulting and technical assistance to County to complete the update, and County will provide cost-share through in-kind services. County will document the cost-share expenditures. Neither party will invoice the other. DLCD will also provide technical assistance to County on the integration of the updated NHMP into the existing planning mechanisms.

## **SECTION 3: EFFECTIVE DATE AND DURATION**

This Agreement is effective the date of the last signature and terminates on August 30, 2019, and in accordance with Section 15, unless a 12-month no-cost extension from FEMA is granted.

## **SECTION 4: AUTHORIZED REPRESENTATIVES**

### **4.1 Agency's Authorized Representatives are:**

Tricia Sears, Natural Hazards Planner (primary point of contact)  
635 Capitol St Ste 150

Salem OR 97301  
[Tricia.sears@state.or.us](mailto:Tricia.sears@state.or.us)  
503-934-0031

Matt Crall, PSD Manager (secondary point of contact)  
635 Capitol St Ste 150  
Salem OR 97301  
[Matthew.crall@state.or.us](mailto:Matthew.crall@state.or.us)  
503-934-0046

4.2 Wasco County's Authorized Representatives are:

Will Smith, Associate Planner  
2705 East Second Street  
The Dalles, OR 97058  
[Wills@co.wasco.or.us](mailto:Wills@co.wasco.or.us)  
541-506-2560 (office)

Juston Huffman, Emergency Manager  
425 East 7th Street  
The Dalles, OR 97058  
[justonh@co.wasco.or.us](mailto:justonh@co.wasco.or.us)  
541-506-2790 (office)

Wasco County is the lead party for the jurisdictions involved in the Wasco County NHMP update. County takes the responsibility for engaging the Cities of Antelope, Dufur, Maupin, Mosier, Shaniko, and The Dalles in the NHMP update process.

4.3 A Party may designate a new Authorized or Technical Representative by written notice to the other Party.

## **SECTION 5: RESPONSIBILITIES OF EACH PARTY**

- 5.1 County shall perform the work assigned to County in Exhibit A, attached hereto and incorporated herein by this reference.
- 5.2 DLCD shall perform the work assigned to DLCD in Exhibit A, attached hereto and incorporated herein by this reference.
- 5.3 Tasks listed in Exhibit A may be reassigned between parties upon written acceptance by authorized representatives. Such reassignment does not constitute an amendment to this Agreement.
- 5.4 County shall adopt the NHMP that results from the work described in Exhibit A.

## **SECTION 6: COMPENSATION AND PAYMENT TERMS**

None.

## **SECTION 7: REPRESENTATIONS AND WARRANTIES**

County represents and warrants to Agency that:

- 7.1** County is duly organized and validly existing. County has the power and authority to enter into and perform this Agreement;
- 7.2** The making and performance by County of this Agreement (a) have been duly authorized by County, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;
- 7.3** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County enforceable in accordance with its terms;
- 7.4** County has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and County will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 7.5** County shall, at all times during the term of this Agreement, be qualified and professionally competent, to perform its obligations under this Agreement

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by County.

## **SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense

or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. County, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 9: OWNERSHIP OF WORK PRODUCT**

**9.1** As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:

- 9.1.1 "County Intellectual Property"** means any intellectual property owned by County and developed independently from the work under this Agreement. County Intellectual Property includes any derivative works and compilations of any County Intellectual Property that are owned by County.
- 9.1.2 "Third Party Intellectual Property"** means any intellectual property owned by parties other than County or Agency. Third Party Intellectual Property includes any derivative works and compilations of any Third Party Intellectual Property.
- 9.1.3 "Agency Intellectual Property"** means any intellectual property owned by Agency and developed independently from any intellectual property in the Work Product. Agency Intellectual Property includes any derivative works and compilations of any Agency Intellectual Property that are owned by Agency.
- 9.1.4 "Work Product"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that County is required to deliver to Agency under this Agreement, and all intellectual property rights therein.
- 9.1.5 "Work Product Intellectual Property"** means any intellectual property in the Work Product.

### **9.2 Original Works.**

- 9.2.1** All Work Product Intellectual Property created by County under this Agreement, shall be the property of County. County hereby grants to Agency an irrevocable, non-exclusive, perpetual, non-commercial, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Work Product Intellectual Property created by County under this Agreement and to authorize others to do the same for governmental purposes or as otherwise contemplated in the Agreement.
- 9.2.2** All Work Product Intellectual Property created by Agency under this Agreement, shall be the property of Agency. Agency hereby grants to County an irrevocable, non-exclusive, perpetual, non-commercial, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Work Product Intellectual Property created by Agency under this Agreement and to authorize others to do the same for academic and research purposes.

### **9.3 Pre-existing Work in Deliverables.**

**9.3.1** In the event that Work Product is protected by County Intellectual Property, and to the extent necessary to allow Agency to use the Work Product for governmental purposes or as otherwise contemplated in the Agreement, County grants to Agency a royalty-free, non-exclusive, non-commercial and irrevocable license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display such County Intellectual Property and to authorize others to do the same.

**9.3.2** In the event that Work Product is protected by Agency Intellectual Property, and to the extent necessary to allow County to use the Work Product for the purposes of the Agreement or for research and academic purposes, Agency grants to County a royalty-free, non-exclusive, non-commercial and irrevocable license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display such Agency Intellectual Property and to authorize others to do the same.

**9.4** In the event that Work Product is known by either Party to contain materials protected by Third Party Intellectual Property, and to the extent necessary to the other Party to use the Work Product for the purposes described in Paragraph (9.3.1) or (9.3.2) above (as applicable) ("the Desired Purposes"), the Party that included such materials in the Work Product or required including such materials in the Work Product, shall either (i) secure on the other Party's behalf a royalty-free, nonexclusive, non-commercial and irrevocable right to use, reproduce, distribute copies of, perform and display such Third Party Intellectual Property and to authorize others to do the same, or (ii) remove such materials from the Work Product and re-deliver Work Product without any materials known by either Party to be protected by Third Party Intellectual Property unlicensed by either Party, or (iii) if option (i) or (ii) above is not reasonably viable, the Parties shall agree to an equitable reduction in payment due to inability to use the Work Product that contains such material for the Desired Purposes. Although County will not intentionally include material in the Work Product that is known to be protected by a third party's patent or trade secret rights if the third party's rights would interfere with the Agency using the Work Product for State governmental purposes, County makes no warranties that material included in Work Product does not infringe a third party's patent or trade secret rights.

**9.5** Federal Intellectual property Rights Notice. If federal funds are used for the Work Product delivered under this Agreement, the funding federal agency may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the Agency. County agrees that it has been provided notice that the following may apply:

- 9.5.1** The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
- (1) The copyright in any work developed under a grant, subgrant or agreement under a grant or subgrant; and
  - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

- 9.5.2 The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- 9.5.3 The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.
- 9.5.4 If state or federal law requires that County or Agency grant to the United States a license to any Work Product, or if state or federal law requires that the Agency or United States own the Work Product, then County shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in the Work Product to the United States.

## **SECTION 10: CONTRIBUTION**

- 10.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.
- 10.2** With respect to a Third Party Claim for which Agency is jointly liable with County (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each Party's contribution amount shall be for its respective relative fault and payable solely from its risk management fund, insurance or other funds lawfully available for such purpose. Agency represents that it has amounts lawfully available for the payment of such costs within its risk management fund, insurance coverage or funds otherwise lawfully available for such purpose. The contribution amounts owed to the other Party under this Subsection (10.2) shall apply notwithstanding the relevant limits on liability to third parties under the Oregon Tort Claims Act, ORS 30.260 to 30.300.

- 10.3** With respect to a Third Party Claim for which County is jointly liable with Agency (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of County on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding. County represents that it has amounts lawfully available for the payment of such costs within its risk management fund, insurance coverage or funds otherwise lawfully available for such purpose.

## **SECTION 11: DEFAULT**

A Party will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1** the Party commits any material breach or default of any covenant, warranty, obligation or other provision under this Agreement or fails to perform under this Agreement within the applicable time specified under the Agreement; and
- 11.2** such breach, default or failure is not cured within 30 days after the other Party's notice. Notice shall be in conformance with the provisions of Sections 4 and 19.

## **SECTION 12: REMEDIES**

- 12.1** In the event a Party is in default under this Section, the other Party may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, without limitation:
- 12.1.1** termination of this Agreement consistent with the requirements of Section 15;
- 12.1.2** withholding all monies, due under this Agreement;
- 12.1.3** initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- 12.1.4** exercise a setoff against any amounts due under this Agreement; and
- 12.1.5** subject to the limitation of liability set forth below, exercise any other remedy available in law or equity and is entitled to recover from the defaulting Party any and all damages arising from the defaulting Party's default, including any and all costs and expenses of performing the defaulting

Party's unperformed obligations that gave rise to its default.

- 12.2** These remedies are cumulative to the extent the remedies are not inconsistent, and the non-defaulting Party may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

## **SECTION 13: RECOVERY OF OVERPAYMENTS**

If payments to County under this Agreement, or any other agreement between Agency and County, exceed the amount to which County is entitled, Agency may, after notifying County in writing, withhold from payments due County under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## **SECTION 14: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR DAMAGES THAT EXCEED THE AMOUNT PAYABLE BY ONE PARTY TO THE OTHER PARTY UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 15: TERMINATION**

- 15.1** This Agreement may be terminated at any time by mutual written consent of the Parties.
- 15.2** Either Party may terminate this Agreement in whole or in part:
- 15.2.1** For convenience, upon 90 days advance written notice to the Other Party;
- 15.2.2** Upon 45 days advance written notice to the Other Party if the terminating Party fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in the terminating Party's reasonable administrative discretion, to perform its obligations under this Agreement;
- 15.2.3** Immediately upon written notice to the Other Party, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the terminating Party's performance under this Agreement is prohibited or the terminating Party is prohibited from paying for such performance from the planned funding source;
- 15.2.4** Upon 30 days advance written notice to the Other Party, if the terminating Party is in default under this Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as may be specified by the terminating Party in the notice; or



**15.2.5** As otherwise expressly provided in this Agreement.

**15.3** Upon receiving a notice of termination of this Agreement, County will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Agency will reimburse County for all costs incurred and non-cancellable obligations incurred prior to receipt of notice.

## **SECTION 16: INSURANCE**

Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

## **SECTION 17: NONAPPROPRIATION**

The Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon the Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow the Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of each Agency.

## **SECTION 18: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 19: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 19. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 20: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 13, 14 and 20 hereof and

those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **SECTION 21: SEVERABILITY**

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

## **SECTION 22: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

## **SECTION 23: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

## **SECTION 24: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

## **SECTION 25: INTENDED BENEFICIARIES**

Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 26: FORCE MAJEURE**

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to County after reasonably determining that the failure or delay will likely

prevent successful performance of this Agreement.

## **SECTION 27: ASSIGNMENT AND SUCESSORS IN INTEREST**

County may not assign or transfer its interest in this Agreement without the prior written consent of Agency, which consent shall not be unreasonably withheld and any attempt by County to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to County's assignment or transfer of its interest in this Agreement will not relieve County of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

## **SECTION 28: SUBCONTRACTS**

County shall not, without Agency's prior written consent enter into any subcontracts for any of the work required of County under this Agreement. Agency's consent to any subcontract will not relieve County of any of its duties or obligations under this Agreement.

## **SECTION 29: TIME IS OF THE ESSENCE**

Time is of the essence in County's performance of its obligations under this Agreement.

## **SECTION 30: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 31: RECORDS MAINTENANCE AND ACCESS**

County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents } papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and

transcripts. County shall retain and keep accessible all Records for a minimum of six (6) years or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

**SECTION 32: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

**SECTION 33: ADDITIONAL REQUIREMENTS**

County shall comply with the additional requirements set forth in Exhibit B and Exhibit C, attached hereto and incorporated herein by this reference.

**SECTION 34: AGREEMENT DOCUMENTS**

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work).

**SECTION 35: SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**STATE OF OREGON acting by and through its Department of Land  
Conservation and Development**

\_\_\_\_\_  
Jim Rue, Director

\_\_\_\_\_  
Date

**DLCD DPO Review**

\_\_\_\_\_  
Teddy Leland, ASD Manager/DPO

\_\_\_\_\_  
Date

**Wasco County**

\_\_\_\_\_  
Rod Runyon, Chair, Board of County Commissioners

\_\_\_\_\_  
Date

_____ Scott Hege, Board of County Commissioners	_____ Date
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_____ Steve Kramer, Board of County Commissioners	_____ Date
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**Approved for Legal Sufficiency in accordance with ORS 291.047**

_____ Name, Title	_____ Date
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# **EXHIBIT A**

## **STATEMENT OF WORK**

### **Wasco County (County) Natural Hazards Mitigation Plan (NHMP) Update**

PDM grants must culminate in a locally-adopted and FEMA-approved NHMP. Because this project is funded through a PDM grant, County must not only consider but also adopt a FEMA-approvable NHMP. No funds will be exchanged. DLCD will use PDM 16 federal grant funds and state general funds to execute its tasks. County will use local funds to execute its tasks.

Wasco County is the lead party for the jurisdictions involved in the Wasco County NHMP update. County takes the responsibility for engaging the Cities of Antelope, Dufur, Maupin, Mosier, Shaniko, and The Dalles (Cities) in the NHMP update process. It is the intent of DLCD and County for Wasco County, the Cities of Antelope, Dufur, Maupin, Mosier, Shaniko, and The Dalles to all adopt a FEMA-approvable NHMP.

#### **PROJECT DESCRIPTION**

The purposes of this Statement of Work (SOW) are to:

1. Review and update County NHMP such that it is ultimately adopted by County and approved by FEMA.
2. Develop a plan for integrating the approved NHMP with existing planning mechanisms by preparing a crosswalk identifying where NHMP elements could be integrated with such documents and an action plan for achieve it.

#### **GENERAL TASKS**

In addition to the work and deliverables specified below by task, County will:

1. Handle meeting and public outreach logistics.
2. Lead public outreach.
3. Perform administrative functions including tracking and timely reporting its cost-share on a quarterly basis.
4. Execute regular staff responsibilities throughout the public process to review and adopt the updated NHMP.
5. Provide GIS services.
6. Gather and analyze data for the NHMP.
7. Assist with writing, editing, and after FEMA approval, finalizing the NHMP.
8. Provide adequate public notice of meetings and events through a variety of means (e.g. handouts, newspaper inserts, distribution of flyers to public sites, news releases to radio and television stations, newspaper event listings, utility bill inserts; etc.).
9. Provide information about the NHMP update on their respective websites.
10. Provide an email address as a point of contact: to receive questions from interested parties; to share information about opportunities to participate in meetings and events; and to comment on draft materials.
11. Be the lead in working with the Steering Committee members to gather data, information, and materials needed for the NHMP update.

12. After FEMA issues the “Approvable Pending Adoption” letter, each jurisdiction adopts the NHMP. Following adoption, County submit the adopted NHMP with evidence of adoption to the DLCD. DLCD submits the information to the Oregon Office of Emergency Management (OEM), who forwards the package to FEMA. FEMA will then issue a letter of approval.
13. Provide DLCD with quarterly reports of expenditures of local funds that qualify as cost share for the federal grant.

In addition to and for clarification of the work and deliverables specified below by task, DLCD will:

1. Prepare materials and provide them to County at least seven days in advance of meetings.
2. Attend, lead, and facilitate specific identified meetings and public outreach events.
3. Gather and analyze data, including GIS information, for the NHMP.
4. Assist with writing, editing, submitting, and finalizing the NHMP.
5. Assist County with preparation for and execution of the Board of County Commissioners and City Council workshops and NHMP adoption proceedings as necessary.

DLCD and County agree to take a strategic approach to the NHMP update and perform the tasks listed below.

## **TASK 1: ORGANIZE AND INITIATE**

### **Purpose**

The purpose of Task 1 is to organize for project initiation and to initiate the project.

### **Task 1.1: Hold Organizational Discussions and Meetings**

DLCD and County staff involved in the project will clarify roles and responsibilities; develop a protocol to ensure clear and effective communication; and resolve any questions about content, process, or scope of work. They will establish the project schedule and Steering Committee (SC) roster, and begin to set up meetings.

The NHMP process will be an open and transparent planning process. It will incorporate at least one public meeting, format and timing to be determined. Opportunities for the public to comment on the NHMP will be included prior to NHMP approval. Information about the NHMP will be included on each respective jurisdictions’ website.

“The public” is understood to include but not be limited to neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests. All meetings will be duly advertised and open to the public.

County will identify and recruit stakeholders and interested parties who, at a minimum, represent each of the “whole community” sectors as set forth in current FEMA documents: a. Emergency Management; b. Economic Development; c. Land Use and Development; d. Housing; e. Health and Social Services; f. Infrastructure; and g. Natural and Cultural Resources to serve on the Steering Committee.

County is the primary responsible party for communication to the SC. DLCD will assist in

communication and provide meeting materials for the Kickoff Meeting and the SC meetings as determined by discussion with the main point of contact for County. The materials will be furnished to participants at least one week ahead of the meeting.

FEMA Requirements: 44 CFR §201.6(b) and (c)(1)

County will:

1. Engage and coordinate with DLCD on the NHMP organizational discussions.
2. Provide list of NHMP process needs.
3. Clarify points of contacts, roles, and responsibilities for each jurisdiction.
4. Provide a list of essential/critical facilities, critical infrastructure, and lifelines.
5. Establish NHMP information on respective jurisdictional websites. Take screen shots of websites. Notify DLCD when the information is posted on the website.
6. Provide roster of SC members, other stakeholders, and interested parties.
7. Provide estimated project schedule, including Kickoff, SC, and public meetings.

DLCD will:

1. Engage and coordinate with County on the NHMP organizational discussions.
2. Provide Cost Share Form.
3. Set up Kickoff Meeting.
4. Provide Kickoff Meeting agenda and meeting notes.
5. Provide Steering Committee and other meeting facilitation and assistance as applicable.
6. Collaborate with County on preparing the project schedule.

Deliverables

1. List of NHMP process needs.
2. List of essential/critical facilities, critical infrastructure, and lifelines.
3. County website with NHMP information.
4. SC roster.
5. Project schedule.
6. Cost Share Form.
7. Kickoff meeting agenda and notes.
8. SC meeting agendas and notes as applicable.

Estimated Completion: August 31, 2017

## **TASK 2: UPDATE THE 2012 NHMP**

### **Purpose**

The purpose of Task 2 is to review and update County NHMP such that it meets the requirements of 44 CFR 201.6 as indicated by FEMA's *Local Mitigation Plan Review Guide* (dated September 30, 2011) and is therefore approvable by FEMA.

### **Task 2.1: Review and Update the Mission, Goals, and Community Profile**

DLCD and County will review the existing mission and goals and either retain or update them. DLCD and County will review and update the existing Community Profile of community characteristics including geography, population demographics, land use and development trends (changes in development), housing and employment, transportation, critical facilities and infrastructure, historic and cultural resources.

FEMA Requirements: 44 CFR 201.6(b), (c)(1), (c)(2) and (d)(3)



County will:

1. Review the mission and goals and determine if these will be retained or how they will be updated.
2. Update the Community Profile.

DLCD will:

1. Review and assist with the Community Profile as needed.

Deliverables

1. Updated mission and goals or confirmed use of existing mission and goals.
2. Updated Community Profile.

Estimated Completion: September 30, 2017

**Task 2.2: Review and Update the Risk Assessment**

The hazard identification and risk assessment contains:

1. A characterization and analysis of each of the hazards to which County is subject [severe weather (includes drought and tornadoes), floods, earthquakes, wildland fire, landslides, volcanoes] including how climate change may affect them individually and collectively to the extent data is available. Identify new hazards.
2. An assessment of probability of hazard occurrence. Update as relevant.
3. An assessment of vulnerability to each hazard. Update. Perform new Hazard Vulnerability Assessment using OEM methodology. Identify hazard event occurrences since the 2012 NHMP.
4. An identification of the hazard areas and the number of structures in those areas. Identify essential/critical facilities, critical infrastructure, and lifelines. Map the information.
5. An identification of the number of NFIP-insured structures that have sustained repetitive and severe repetitive flood damages. Examine related NFIP information.
6. Conclusions (to the extent reasonable based on the data and analysis) as to the priorities for mitigation actions. Identify data limitations.

FEMA Requirements: 44 CFR 201.6(b), (c)(1), (c)(2) and (d)(3)

County will:

1. Identify existing and new hazards.
2. Identify hazard event occurrences since the 2012 NHMP.
3. Identify the hazard areas and the number of structures in those areas. Identify essential/critical facilities, critical infrastructure, and lifelines.
4. Identify the changes in development in hazard areas (e.g. more storms, more floods etc.). Changes in development includes construction completed since the last NHMP, potential development, and conditions that may affect the risks and vulnerabilities of the jurisdiction (e.g. climate, declining populations, etc.).
5. Identify the infrastructure projects planned in next 5 years.
6. Coordinate with DLCD to host a SC meeting to perform a new Hazard Vulnerability Assessment (HVA).
7. Review and update the assessment of probability of hazard occurrence.
8. Coordinate with DLCD to update and create relevant maps.

DLCD will:

1. Perform new Hazard Vulnerability Assessment using OEM methodology. Identify hazard event occurrences since the 2012 NHMP. Coordinate with County to engage them in the HVA.
2. Identify the hazard areas and the number of structures in those areas. Identify essential/critical facilities, critical infrastructure, and lifelines. This information could be provided by the Oregon Department of Geology and Mineral Industries (DOGAMI) as part of the risk report they are preparing (estimate late 2017).
3. Identify the number of NFIP-insured structures that have sustained repetitive flood damages. Examine related NFIP information.
4. Coordinate with County to update and create relevant maps.
5. Assist with probability of hazard occurrence information and the conclusions related to the hazard information (to the extent reasonable based on the data and analysis) as to the priorities for mitigation actions. Identify data limitations.

**Deliverables:**

1. Characterization and analysis of each of the hazards County is subject to.
2. An assessment of the probability of hazard occurrences.
3. An assessment of the vulnerability to each hazard.
4. An identification of hazard areas and structures within the hazard areas, including the location of essential facilities, critical infrastructure, and lifelines.
5. An identification of the number of repetitive and severe repetitive loss properties.
6. Conclusions.

Estimated Completion: September 30, 2017

**Task 2.3 Review and Update the Mitigation Strategy**

The mitigation strategy contains:

1. Mitigation actions based on the conclusions of the risk assessment and other reviews conducted and needs identified as part of the NHMP update.
2. Identification of the status of each of the existing mitigation actions.
3. Identification of changes in mitigation efforts and priorities.
4. An action plan describing how mitigation actions will be prioritized, implemented, and administered.
5. A description of County participation in the National Flood Insurance Program (NFIP) and continued compliance with its requirements.
6. Documentation of County existing authorities, policies, programs, and resources for implementing the mitigation actions and its ability to expand on and improve them (capability assessment).

FEMA Requirements: 44 CFR 201.6(b), (c)(1), (c)(3) and (d)(3)

County will:

1. Provide status of existing mitigation actions and identify changes in mitigation priorities.
2. Confirmation of County existing authorities, policies, programs, and resources for implementing the mitigation actions and its ability to expand on and improve them (capability assessment).
3. Review mitigation action prioritization criteria; confirm, retain, or revise the mitigation actions from 2012 in collaboration with DLCD.
4. Conduct review, revise as applicable, and prioritize mitigation actions with DLCD.
5. Coordinate with DLCD to host at least one SC meeting to review and update mitigation actions. Discuss the mitigation action prioritization criteria.

DLCD will:

1. Review status, as provided by County, of the existing mitigation actions.
2. Review mitigation action prioritization criteria; confirm, retain, or revise the mitigation actions from 2012 in collaboration with the County.
3. Conduct review, revise as applicable, and prioritize mitigation actions with the County.
4. Produce draft mitigation action plan with updated list of mitigation actions.
5. Coordinate with County to host at least one SC meeting to review and update the mitigation actions.

Deliverables

1. List of the status of each of the mitigation actions from the 2012 NHMP.
2. Updated list of mitigation actions for this NHMP update.
3. The SC meeting that focuses on mitigation actions.

Estimated Completion: October 31, 2017

**Task 2.4: Review and Update the Plan Maintenance Process**

The plan maintenance process contains:

1. A description of the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle.
2. A discussion of how County will continue public participation during the plan maintenance process.
3. A crosswalk identifying where NHMP elements could be appropriately integrated with existing planning mechanisms.

FEMA Requirements: 44 CFR 201.6(b), (c)(1), and (c)(4)

County will:

1. Discuss and coordinate with DLCD about the items in Task 2.4 in terms of what is existing and what is feasible for the duration of the NHMP.
2. Revise and update the description of the method and schedule of monitoring, evaluating, and updating the mitigation plan within a 5-year cycle.
3. Describe how the County will continue public participation during the plan maintenance process.
4. Identify where the NHMP elements can be integrated with existing planning mechanisms.

DLCD will:

1. Assist with incorporation of this information into the NHMP update.

Deliverables

1. Description of plan maintenance for Wasco County NHMP.

Estimated Completion: October 31, 2017

**Task 2.5: Hold Public Meeting and Other Opportunities to Review Draft NHMP**

The purpose of a public meeting is to provide an opportunity for staff to present and discuss the content of the NHMP and obtain public comment. It could be a stand-alone meeting such as an open house, or as part of another event. Other opportunities to the public include outreach as described in the Statement of Work item #8.

FEMA Requirements: 44 CFR 201.6(b)

County will:

1. Coordinate and host, with DLCD, one public meeting or event. Includes materials.

DLCD:

1. Coordinate and host, with County, a public meeting. Includes materials.

Deliverables

1. Public meeting or event that provides opportunity for staff and public to engage about the NHMP update.
2. Coordinate and support the public meeting or event.

Estimated Completion: November 31, 2017

**Task 2.6: Document the Planning Process**

The updated NHMP contains a section documenting the planning process by:

1. Describing how the plan was prepared, who was included, how the public was involved, and the opportunities for neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development, and other interested parties to be involved;
2. Describing the opportunities for the public to comment during drafting and prior to plan approval;
3. Describing how existing plans, studies, reports, and technical information were incorporated; and
4. Including documentation of meetings and other public input.

FEMA Requirements: 44 CFR 201.6(b), (c)(1)

County and DLCD will:

1. Provide the planning process documentation.

Deliverables

1. Planning process documentation is provided and included in the NHMP.

Estimated Completion: November 31, 2017

**Task 2.7: Finalize Draft NHMP for State and Federal Review**

At this point, all sections of the draft NHMP will have been written and reviewed by interested parties. This step entails combining them all into a single document, editing the entire document, adding a cover, title page, acknowledgements, page numbers, etc. to finalize the draft NHMP for the review and approval process.

FEMA Requirements: 44 CFR 201.6(b)

County and DLCD will:

1. Review, edit, and finalize the draft NHMP collaboratively.

Deliverables

1. Finalized draft NHMP to be submitted to OEM and FEMA by DLCD.

Estimated Completion: January 31, 2018

### **TASK 3: REVIEW AND APPROVAL PROCESS**

#### **Purpose**

The purpose of Task 3 is to ensure that all the necessary steps toward final FEMA approval are taken; County and Cities adopt the updated NHMP without substantive changes; and FEMA approves the adopted NHMP. Wasco County is the lead jurisdiction and recognizes that the Cities of Antelope, Dufur, Maupin, Mosier, Shaniko, and The Dalles will also seek approval of the updated NHMP by the respective applicable local authorities.

There are two levels of review prior to approval: state and federal. Revisions to the draft NHMP may be required at one or both levels. The State of Oregon Office of Emergency Management (OEM) will perform the first review and when it deems the draft NHMP approvable, submit it to FEMA. When FEMA establishes that the draft is approvable, FEMA will issue an “Approvable Pending Adoption (APA)” letter to County.

Upon receipt of FEMA’s APA letter, County will schedule and advertise a public meeting to adopt the draft NHMP (generally done by resolution). Following adoption, County will submit the adopted NHMP with evidence of adoption to OEM, who will forward the package to FEMA. Upon receipt, FEMA will issue its letter of approval. If County makes substantive changes to the NHMP with adoption, then the review process would begin again.

#### **Task 3.1: Submit Draft NHMP for State and Federal Review**

OEM will review the draft NHMP and when it is FEMA-approvable, submit it to FEMA for formal review. DLCD and County will make any necessary revisions as appropriate until FEMA issues the APA letter.

FEMA Requirements: 44 CFR 201.6(d)(1) and (d)(2)

County and DLCD will:

1. Submit draft NHMP to OEM for review.
2. Make any required changes and resubmit until OEM and FEMA are satisfied that the draft NHMP is approvable as evidenced by receipt of FEMA’s APA letter.

DLCD will:

1. Complete FEMA Local Mitigation Plan Review Tool. Submit it with the draft NHMP to OEM and FEMA.

Deliverables

1. Draft NHMP and completed Local Mitigation Plan Review Tool.

Estimated Completion: January 31, 2018 to OEM  
March 14, 2018 to FEMA  
May 7, 2018 back from FEMA

#### **Task 3.2: Adopt and Submit NHMP to FEMA**

County will submit the draft NHMP to the Board of County Commissioners and the Cities

will submit the draft NHMP to their respective city councils, as applicable, for adoption. After the respective entities have approved the NHMP, County and Cities will submit the adopted NHMP with evidence of adoption to FEMA. Should County and Cities make substantive revisions to the NHMP, the review and approval process will begin again. Should Cities chose not to adopt the Draft NHMP, County will move forward without them to finalize the Draft NHMP.

FEMA Requirements: 44 CFR 201.6(c)(5)

County will:

1. Schedule draft NHMP for adoption at regular Board of County Commissioners meeting.
2. Provide NHMP to Cities for adoption at city council meetings.
3. Resubmit adopted NHMP, with evidence of local adoption, to DLCD.

DLCD will:

1. At request of County, attend applicable meetings for adoption.
2. Insert evidence of adoption into the NHMP.
3. Submit the NHMP, with evidence of local adoption to OEM and FEMA.
4. Once the approval letter is received from FEMA, provide County with PDF of the NHMP with the evidence of local adoption and the FEMA approval letter, included.

Deliverables

1. FEMA approved NHMP.

Estimated Completion: July 27, 2018

# EXHIBIT B

## INSURANCE

**Required Insurance:** Local Government shall obtain at Local Government's expense the insurance specified in this Exhibit B, prior to performing under this Agreement, and shall maintain it in full force and at its own expense throughout the duration of this Agreement and any warranty periods that apply, or such longer period as described in the tail coverage provisions below, if those provisions apply. Local Government shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Local Government shall pay for all deductibles, self-insured retention and self-insurance, if any.

**Workers Compensation and Employer's Liability:** All employers, including Local Government, shall provide workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Agreement and shall obtain Employers' Liability Insurance with limits of not less than \$1,000,000 each occurrence. Local Government shall require and ensure that each of its subcontractors complies with these requirements.

**Professional Liability:**

☐ **Required by Agency**

☒ **Not Required by Agency**

*Professional Liability Insurance* covering any damages caused by an error, omission or any negligent acts related to the work to be performed under this Agreement in an amount not less than \$0 per occurrence. Annual aggregate limit shall not be less than \$0. If coverage is on a claim made bases, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or Local Government shall provide Tail Coverage as stated below.

**COMMERCIAL GENERAL LIABILITY:**

☐ **REQUIRED BY AGENCY**

☒ **NOT REQUIRED BY AGENCY**

*Commercial General Liability Insurance* covering bodily injury, death and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal injury liability, products and completed operations, and contractual liability coverage. Coverage must be written on an occurrence basis in an amount not less than \$0 per occurrence. Annual aggregate limit shall not be less than \$0.

**AUTOMOBILE LIABILITY INSURANCE:**

☒ **REQUIRED BY AGENCY**

☐ **NOT REQUIRED BY AGENCY**

*Automobile Liability Insurance* covering all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

**ADDITIONAL INSURED.** The *Commercial General Liability* insurance and *Automobile Liability* insurance required under this Agreement must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with request to Local Government's activities to be performed under this Agreement.

**NOTICE OF CANCELLATION OR CHANGE.** Local Government or its insurer shall provide at least 30 days' written notice to agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverages. A failure to comply with the reporting provisions of this clause will constitute a Local Government default under this Agreement and will be grounds for Agency's immediate termination of this Agreement.

**CERTIFICATES AND PROOF OF INSURANCE.** Local Government shall provide to agency a Certificate of Insurance for each required insurance before commencing performance under this Agreement. All Certificates must specify that Local Government shall pay for all deductibles, self-insured retention and self-insurance, if any, and that all coverage is primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided. Certificates for *Commercial Liability* insurance and *Automobile Liability Insurance* must list the State of Oregon, its officers, employees and agents as a Certificate Holder and as Additional Insured. As proof of insurance, Agency has the right to request copies of insurance policies relating to the insurance requirements in this Agreement.

- I. **"TAIL" COVERAGE.** If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Local Government shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (a) Local Government's completion and Agency's acceptance of all work required under this Agreement, or (b) the expiration of all warranty periods provided under this Agreement.
- II. **SELF-INSURANCE.** Local Government may fulfill its insurance obligations herein through a program of self-insurance, provided that Agency's determines that Local Government's self-insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage to that required in this Exhibit B. Notwithstanding Section VII of this Exhibit B, Local Government shall furnish an acceptable insurance certificate to Agency for any insurance coverage required by this Agreement that is fulfilled through self-insurance.



**EXHIBIT C**

**ADDITIONAL REQUIREMENTS**

None

## Wasco County Financial Report – For July 2017

This report covers July of the current fiscal year and also an update to the prior fiscal year preparing for audit. All transactions are unaudited and subject to revision based on accruals and audit results. However, the numbers should not have significant changes.

### Discussion of Revenue

#### General Fund – prior fiscal year (FY2017)

- The General Fund revenue for FY17 has increased due to revenue accruals (application of the 60-day rule) adjusted for the fiscal year end. The increased revenue is now 5.7% more than the adopted budget. (This was 3.2% in the last report.) This is an increase of \$335K from the original report. Only \$40K was due to property taxes received in July while \$107K was due to licenses, fees and permits. The remainder is tied to grants and state funding.

#### General Fund – current fiscal year (FY2018)

- No tax revenue has been recorded yet as it is all going to FY2017 due to the 60-day rule. Revenue was recorded in the Departments and all seem to be on the similar path to last year. Several of the decreases over last year are due to Finance staff being more diligent on catching prior fiscal year revenue now instead of after the end of August.

#### Public Works Fund – prior fiscal year (FY2017)

- Revenues have increased since the last report by \$181K. \$159K of the increase is due to Motor Vehicle Funds received in July that apply to FY17 under the 60-day rule for receipts. Charges for Services accounts for the additional \$22K increase over the last report. The FY17 Public Works revenue budget is now at 96.8% of the budget compared to the last report putting the amount at 90.1%.

#### Public Works Fund – current fiscal year (FY2018)

- Revenue appears to be significantly down, but this is due to Finance staff diligently applying the 60 Day rule instead of adjusting when the auditors arrive. The difference of \$162K is due to the motor vehicle funds.
- The Weed and Pest fund was closed and is not a part of the Public Works Fund – the close out transfer has not been done yet – Finance is waiting to finish all FY17 transactions first. No revenues have been posted yet.

#### All Other Funds – prior fiscal year (FY2017)

- Minor increases for accrual, but nothing significant.

#### All Other Funds – current fiscal year (FY2018)

- The revenues for all funds are in the expected range – with consideration of the 60-day rule accruals being done now instead of waiting. The exception is transfers. Specifically a large transfer to the Public Works Reserve Fund of \$2 million. Additionally, the transfers to the other reserve funds were all done in July instead of spreading out over 12 months.

## **Discussion of Expense**

### **General Fund – prior fiscal year (FY2017)**

- Overall expense increased by \$126K due to accruals – this move the budget execution percentage to 92.9% - it was at 92.1% - only a 0.8% increase for accruals. None of the accruals were very significant , the largest being for Information Technology for \$28K.

### **General Fund – current fiscal year (FY2018)**

- Everything is proceeding according to budget. Items of note is the total transfers to reserve funds and the reserve, fair and District Attorney are all completed in July compared to not being done at this time last fiscal year.

### **Public Works Fund – prior fiscal year (FY2017)**

- Public Works fund expenses increased by \$190K due to accruals. This was primarily in the Capital Outlay (\$102K). Of this \$87K was for Road Equipment and \$15K was for Easements. Materials and Services accruals account for the additional \$88K. This is just due to the timing of invoices.

### **Public Works Fund – current fiscal year (FY2018)**

- Expenses are all within the budget expectations for one month. The amounts appear lower than last fiscal year as the accruals are being caught sooner. The exception is the transfer out to reserves of \$2 million. This was done in July as budgeted.

### **All Other Funds – prior fiscal year (2017)**

- Minor accruals but nothing of significance.

### **All Other Funds – current fiscal year (FY2018)**

- Expenses are within the budgeted expectations for all funds. This is taking into consideration the accruals being done early and the transfers executed in July. The straight line expense expectation is 8.3% per month. July has been below that when non-linear expenses are removed from consideration.

## **Summary**

### **Prior Fiscal Year (FY2017)**

The audit process will start in October – currently Finance staff are reviewing entries and reconciliations. This involves accruals and ensuring amounts post to the correct fiscal year. For the General Fund, revenues exceeded the expenses by \$266K. It is important to note that this result is after \$2.6 million has been transferred to reserves.

Public Works expenses have exceeded revenues by \$469K however this is planned and was an intentional use of fund balance and is in conformity to the Budget.

#### Current Fiscal Year (FY2018)

Overall, everything looks good and is following budget. There are a couple items we are investigating though. It appears there may have been a minor system hiccup when the budget was built for personnel. It appears for several positions the insurance amount was under budgeted. Finance is determining the scope of the issue at this time but it is expected to be limited. This can be seen in the Personnel Expense report where Administration, Public Works and Land Corner Preservation are over the planned 8.3% monthly for personnel.



# Wasco County Monthly Report

## General Fund Revenue - July 2017

Filters

Fd	101
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Revenue</b>							
<b>GENERAL FUND</b>							
NON-DEPARTMENTAL RESOURCES-R							
GENERAL FUND RESOURCES-R							
PROPERTY TAXES-R	8,890,966	-	46,982	0.0%	0.5%	-100.0%	(46,982.28)
LICENSES FEES & PERMITS-R	985,548	-	94,637	0.0%	10.8%	-100.0%	(94,637.02)
INTERGOV'T REV - NON SINGLE AUDIT-R	516,850	-	55,613	0.0%	10.5%	-100.0%	(55,613.29)
INTERGOV'T REV - SINGLE AUDIT-R	3,200	-	-	0.0%	0.0%	#DIV/0!	-
INVESTMENT EARNINGS-R	40,200	6,418	3,531	16.0%	11.0%	81.8%	2,887.39
RENTS-R	10,135	-	-	0.0%	0.0%	#DIV/0!	-
MISCELLANEOUS-R	141,501	40,025	-	28.3%	0.0%	#DIV/0!	40,025.44
TRANSFERS IN-R	664,300	4,300	-	0.6%	0.0%	#DIV/0!	4,300.00
GENERAL FUND RESOURCES-R Total	11,252,700	50,744	200,764	0.5%	1.7%	-74.7%	(150,019.76)
NON-DEPARTMENTAL RESOURCES-R Total	11,252,700	50,744	200,764	0.5%	1.7%	-74.7%	(150,019.76)
ASSESSMENT & TAXATION-R	20,800	1,318	6,346	6.3%	36.2%	-79.2%	(5,028.40)
COUNTY CLERK-R							
COUNTY CLERK-R	125,850	12,779	13,962	10.2%	11.1%	-8.5%	(1,182.25)
ELECTIONS-R	8,350	-	71	0.0%	0.8%	-100.0%	(70.50)
COUNTY CLERK-R Total	134,200	12,779	14,032	9.5%	10.4%	-8.9%	(1,252.75)
SHERIFF-R							
EMERGENCY MANAGEMENT-R	58,965	11,500	12,500	19.5%	11.3%	-8.0%	(1,000.00)
MARINE PATROL-R	55,828	-	-	0.0%	0.0%	#DIV/0!	-
LAW ENFORCEMENT-R	228,010	9,948	18,511	4.4%	6.5%	-46.3%	(8,563.63)
SHERIFF-R Total	342,803	21,448	31,011	6.3%	7.0%	-30.8%	(9,563.63)
ADMINISTRATIVE SERVICES-R							



## Wasco County Monthly Report

### General Fund Revenue - July 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
INFORMATION TECHNOLOGY-R	107,250	12,395	29,587	11.6%	27.8%	-58.1%	(17,192.75)
EMPLOYEE & ADMINISTRATIVE SERVICES-R	3,650	75	150	2.1%	5.7%	-50.0%	(75.00)
FACILITIES-R	243,349	13,244	10,982	5.4%	3.8%	20.6%	2,262.64
ADMINISTRATIVE SERVICES-R Total	354,249	25,714	40,719	7.3%	10.2%	-36.9%	(15,005.11)
ADMINISTRATION-R	279,850	17,789	20,103	6.4%	6.8%	-11.5%	(2,314.03)
DISTRICT ATTORNEY-R	193,944	307	20	0.2%	0.0%	1435.7%	287.14
PLANNING-R	146,150	8,113	15,772	5.6%	10.8%	-48.6%	(7,658.80)
PUBLIC WORKS-R	14,065	435	1,850	3.1%	11.5%	-76.5%	(1,415.00)
PREVENTION DIVISION-R							
YOUTH SERVICES-R	42,300	60	1,169	0.1%	2.7%	-94.9%	(1,109.20)
PREVENTION DIVISION-R Total	42,300	60	1,169	0.1%	2.7%	-94.9%	(1,109.20)
<b>GENERAL FUND Total</b>	<b>12,781,061</b>	<b>138,706</b>	<b>331,786</b>	<b>1.1%</b>	<b>2.5%</b>	<b>-58.2%</b>	<b>(193,079.54)</b>
<b>Revenue Total</b>	<b>12,781,061</b>	<b>138,706</b>	<b>331,786</b>	<b>1.1%</b>	<b>2.5%</b>	<b>-58.2%</b>	<b>(193,079.54)</b>



# Wasco County Monthly Report

## General Fund - Expenditures - July 2017

Filters

Fd	101
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Expense</b>							
<b>GENERAL FUND</b>							
ASSESSMENT & TAXATION-E	764,985	60,629	60,803	7.9%	7.1%	-0.3%	(173.54)
COUNTY CLERK-E							
COUNTY CLERK-E	219,022	18,291	18,006	8.4%	7.9%	1.6%	284.62
ELECTIONS-E	102,999	4,579	10,080	4.4%	8.6%	-54.6%	(5,500.70)
COUNTY CLERK-E Total	322,021	22,870	28,086	7.1%	8.1%	-18.6%	(5,216.08)
SHERIFF-E							
EMERGENCY MANAGEMENT-E	137,115	6,733	5,549	4.9%	4.0%	21.3%	1,184.24
MARINE PATROL-E	56,694	9,220	8,985	16.3%	17.8%	2.6%	235.16
LAW ENFORCEMENT-E	2,186,464	170,162	165,495	7.8%	7.7%	2.8%	4,666.45
SHERIFF-E Total	2,380,273	186,115	180,029	7.8%	7.7%	3.4%	6,085.85
ADMINISTRATIVE SERVICES-E							
INFORMATION TECHNOLOGY-E	998,708	121,347	32,500	12.2%	3.5%	273.4%	88,846.69
COUNTY COMMISSION-E	206,989	17,118	16,144	8.3%	8.2%	6.0%	973.86
EMPLOYEE & ADMINISTRATIVE SERVICES-E	892,779	65,783	47,816	7.4%	5.3%	37.6%	17,967.45
FACILITIES-E	914,088	32,256	22,854	3.5%	2.4%	41.1%	9,401.98
ADMINISTRATIVE SERVICES-E Total	3,012,564	236,504	119,314	7.9%	4.0%	98.2%	117,189.98
ADMINISTRATION-E							
ADMINISTRATION-E							
PERSONAL SERVICES-E	-	7,119	-	#DIV/0!	0.0%	#DIV/0!	7,119.01
MATERIALS & SERVICES-E	560,350	292	158,305	0.1%	20.6%	-99.8%	(158,012.76)
CAPITAL OUTLAY-E	120,000	-	-	0.0%	0.0%	#DIV/0!	-
ADMINISTRATION-E Total	680,350	7,411	158,305	1.1%	17.6%	-95.3%	(150,893.75)
PASS-THROUGH GRANTS-E	171,885	1,724	29,342	1.0%	15.8%	-94.1%	(27,618.46)
NORCOR-E	1,469,748	159,729	159,729	10.9%	8.2%	0.0%	-
VETERANS-E	152,070	11,357	10,235	7.5%	7.0%	11.0%	1,122.69



## Wasco County Monthly Report

### General Fund - Expenditures - July 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
SPECIAL PAYMENTS-E	433,685	34,725	38,506	8.0%	9.4%	-9.8%	(3,781.74)
ADMINISTRATION-E Total	2,907,738	214,946	396,117	7.4%	11.1%	-45.7%	(181,171.26)
DISTRICT ATTORNEY-E	661,877	42,604	44,786	6.4%	7.8%	-4.9%	(2,181.66)
PLANNING-E	741,690	54,611	51,533	7.4%	6.8%	6.0%	3,077.78
PUBLIC WORKS-E	50,242	4,725	5,154	9.4%	7.6%	-8.3%	(429.90)
NON-DEPARTMENTAL EXPENDITURES-E							
GENERAL FUND EXPENDITURES-E							
TRANSFERS OUT-E	2,330,487	2,161,832	-	92.8%	0.0%	#DIV/0!	2,161,832.25
GENERAL FUND EXPENDITURES-E Total	2,330,487	2,161,832	-	92.8%	0.0%	#DIV/0!	2,161,832.25
NON-DEPARTMENTAL EXPENDITURES-E Total	2,330,487	2,161,832	-	92.8%	0.0%	#DIV/0!	2,161,832.25
PREVENTION DIVISION-E							
YOUTH SERVICES-E	542,723	51,324	43,167	9.5%	8.1%	18.9%	8,156.16
PREVENTION DIVISION-E Total	542,723	51,324	43,167	9.5%	8.1%	18.9%	8,156.16
GENERAL FUND Total	13,714,600	3,036,159	928,990	22.1%	6.2%	226.8%	2,107,169.58
Expense Total	13,714,600	3,036,159	928,990	22.1%	6.2%	226.8%	2,107,169.58





# Wasco County Monthly Report

## Public Works - Revenue Expense - July 2017

Filters

Fd	202
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Revenue</b>							
PUBLIC WORKS FUND							
NON-DEPARTMENTAL RESOURCES-R							
PUBLIC WORKS RESOURCES-R							
INVESTMENT EARNINGS-R	35,000	5,444	3,409	15.6%	14.4%	59.7%	2,035.83
TRANSFERS IN-R	220,495	-	-	0.0%	#DIV/0!	#DIV/0!	-
INTERNAL SERVICES-R	3,180	-	265	0.0%	8.3%	-100.0%	(265.00)
<b>PUBLIC WORKS RESOURCES-R Total</b>	<b>258,675</b>	<b>5,444</b>	<b>3,674</b>	<b>2.1%</b>	<b>13.7%</b>	<b>48.2%</b>	<b>1,770.83</b>
<b>NON-DEPARTMENTAL RESOURCES-R Total</b>	<b>258,675</b>	<b>5,444</b>	<b>3,674</b>	<b>2.1%</b>	<b>13.7%</b>	<b>48.2%</b>	<b>1,770.83</b>
PUBLIC WORKS-R							
PUBLIC WORKS-R							
LICENSES FEES & PERMITS-R	8,500	-	-	0.0%	0.0%	#DIV/0!	-
INTERGOV'T REV - NON SINGLE AUDIT-R	2,291,519	-	162,350	0.0%	6.8%	-100.0%	(162,350.11)
INTERGOV'T REV - SINGLE AUDIT-R	122,768	-	175	0.0%	0.2%	-100.0%	(174.52)
MISCELLANEOUS-R	1,000	216	1,145	21.6%	114.5%	-81.1%	(929.13)
SALE OF FIXED ASSETS-R	10,000	-	-	0.0%	0.0%	#DIV/0!	-
CHARGES FOR SERVICES-R	160,000	8,194	6,469	5.1%	3.3%	26.7%	1,724.57
<b>PUBLIC WORKS-R Total</b>	<b>2,593,787</b>	<b>8,410</b>	<b>170,139</b>	<b>0.3%</b>	<b>6.3%</b>	<b>-95.1%</b>	<b>(161,729.19)</b>
<b>WEED &amp; PEST-R</b>	<b>220,000</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>-</b>
<b>PUBLIC WORKS-R Total</b>	<b>2,813,787</b>	<b>8,410</b>	<b>170,139</b>	<b>0.3%</b>	<b>6.3%</b>	<b>-95.1%</b>	<b>(161,729.19)</b>
<b>PUBLIC WORKS FUND Total</b>	<b>3,072,462</b>	<b>13,854</b>	<b>173,813</b>	<b>0.5%</b>	<b>6.4%</b>	<b>-92.0%</b>	<b>(159,958.36)</b>
<b>Revenue Total</b>	<b>3,072,462</b>	<b>13,854</b>	<b>173,813</b>	<b>0.5%</b>	<b>6.4%</b>	<b>-92.0%</b>	<b>(159,958.36)</b>
<b>Expense</b>							
PUBLIC WORKS FUND							
PUBLIC WORKS-E							



## Wasco County Monthly Report

### Public Works - Revenue Expense - July 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
PUBLIC WORKS-E							
PERSONAL SERVICES-E	1,873,929	130,555	119,377	7.0%	7.3%	9.4%	11,178.23
MATERIALS & SERVICES-E	1,247,740	101,472	172,122	8.1%	12.9%	-41.0%	(70,649.79)
CAPITAL OUTLAY-E	235,000	-	-	0.0%	0.0%	#DIV/0!	-
PUBLIC WORKS-E Total	3,356,669	232,028	291,499	6.9%	9.1%	-20.4%	(59,471.56)
WEED & PEST-E							
PERSONAL SERVICES-E	98,236	9,081	-	9.2%	#DIV/0!	#DIV/0!	9,081.05
MATERIALS & SERVICES-E	158,400	893	-	0.6%	#DIV/0!	#DIV/0!	892.93
CAPITAL OUTLAY-E	25,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
WEED & PEST-E Total	281,636	9,974	-	3.5%	#DIV/0!	#DIV/0!	9,973.98
PUBLIC WORKS-E Total	3,638,305	242,002	291,499	6.7%	9.1%	-17.0%	(49,497.58)
NON-DEPARTMENTAL EXPENDITURES-E							
PUBLIC WORKS EXPENDITURES-E	2,000,000	2,000,000	-	100.0%	#DIV/0!	#DIV/0!	2,000,000.00
NON-DEPARTMENTAL EXPENDITURES-E Total	2,000,000	2,000,000	-	100.0%	#DIV/0!	#DIV/0!	2,000,000.00
PUBLIC WORKS FUND Total	5,638,305	2,242,002	291,499	39.8%	9.1%	669.1%	1,950,502.42
Expense Total	5,638,305	2,242,002	291,499	39.8%	9.1%	669.1%	1,950,502.42



# Wasco County Monthly Report

## All Funds Revenue Expense Summary - July 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Revenue</b>							
911 COMMUNICATIONS FUND	1,042,906	15,436	108,980	1.5%	11.0%	-85.8%	(93,543.92)
911 EQUIPMENT RESERVE	1,500	261	166	17.4%	13.8%	57.2%	94.95
CDBG GRANT FUND	5,243,672	(4,266)	16,612	-0.1%	0.3%	-125.7%	(20,878.37)
CLERK RECORDS FUND	7,475	850	841	11.4%	11.3%	1.0%	8.59
COMMUNITY CORRECTIONS FUND	1,537,000	8,723	317,567	0.6%	21.1%	-97.3%	(308,844.31)
COUNTY FAIR FUND	202,150	33,055	25,146	16.4%	14.8%	31.5%	7,909.20
COUNTY SCHOOL FUND	287,200	-	175	0.0%	0.1%	-100.0%	(174.58)
COURT FACILITIES SECURITY FUND	27,600	(2,182)	743	-7.9%	19.3%	-393.7%	(2,924.64)
DISTRICT ATTORNEY	4,100	44	14	1.1%	0.5%	227.3%	30.89
FACILITY CAPITAL RESERVE	714,000	702,864	1,263	98.4%	0.1%	55542.4%	701,600.50
FOREST HEALTH PROGRAM FUND	380	297	53	78.1%	14.0%	457.5%	243.39
<b>GENERAL FUND</b>	<b>12,781,061</b>	<b>138,706</b>	<b>331,786</b>	<b>1.1%</b>	<b>2.5%</b>	<b>-58.2%</b>	<b>(193,079.54)</b>
GENERAL OPERATING RESERVE	714,000	703,127	1,437	98.5%	0.2%	48815.6%	701,689.55
HOUSEHOLD HAZARDOUS WASTE FUND	322,300	399	300	0.1%	0.1%	33.2%	99.37
KRAMER FIELD FUND	165	36	23	21.8%	13.8%	57.2%	13.08
LAND CORNER PRESERVATION FUND	34,500	2,865	2,908	8.3%	9.0%	-1.5%	(43.01)
LAW LIBRARY FUND	30,700	145	25,621	0.5%	99.7%	-99.4%	(25,475.51)
MUSEUM	92,700	26,472	5,286	28.6%	4.7%	400.8%	21,186.42
PARKS FUND	82,575	2,941	10,942	3.6%	15.6%	-73.1%	(8,000.85)
PUBLIC WORKS FUND	3,072,462	13,854	173,813	0.5%	6.4%	-92.0%	(159,958.36)
ROAD RESERVE FUND	2,017,000	2,003,060	1,946	99.3%	13.0%	102808.4%	2,001,113.83
SPECIAL ECON DEV PAYMENTS FUND	1,242,200	302	(46,338)	0.0%	-3.7%	-100.7%	46,640.50
WEED & PEST CONTROL FUND	-	204	38,927	#DIV/0!	18.2%	-99.5%	(38,723.29)
YOUTH THINK FUND	160,963	114	5,176	0.1%	3.5%	-97.8%	(5,062.13)



## Wasco County Monthly Report

### All Funds Revenue Expense Summary - July 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to	Current Year - Prior Year
				Year Budget Executed	Budget Executed	Year % Change	
CAPITAL ACQUISITIONS FUND	715,000	702,896	1,440	98.3%	0.2%	48708.1%	701,455.46
SALE OF FORECLOSED PROP TRUST	-	5,100	-	#DIV/0!	#DIV/0!	#DIV/0!	5,100.00
<b>Revenue Total</b>	<b>30,333,609</b>	<b>4,355,304</b>	<b>1,024,827</b>	<b>14.4%</b>	<b>3.5%</b>	<b>325.0%</b>	<b>3,330,477.22</b>
<b>Expense</b>							
911 COMMUNICATIONS FUND	1,054,325	69,628	103,406	6.6%	10.3%	-32.7%	(33,778.57)
911 EQUIPMENT RESERVE	91,795	-	-	0.0%	0.0%	#DIV/0!	-
CDBG GRANT FUND	5,365,122	-	397	0.0%	0.0%	-100.0%	(397.34)
CLERK RECORDS FUND	18,500	-	-	0.0%	0.0%	#DIV/0!	-
COMMUNITY CORRECTIONS FUND	1,739,204	76,874	57,418	4.4%	3.0%	33.9%	19,456.49
COUNTY FAIR FUND	187,313	2,560	5,955	1.4%	2.7%	-57.0%	(3,394.52)
COUNTY SCHOOL FUND	312,550	-	-	0.0%	0.0%	#DIV/0!	-
COURT FACILITIES SECURITY FUND	43,000	-	-	0.0%	0.0%	#DIV/0!	-
DISTRICT ATTORNEY	17,400	2,100	48	12.1%	0.2%	4275.0%	2,052.00
FACILITY CAPITAL RESERVE	3,429,005	-	-	0.0%	0.0%	#DIV/0!	-
FOREST HEALTH PROGRAM FUND	75,000	-	-	0.0%	0.0%	#DIV/0!	-
<b>GENERAL FUND</b>	<b>13,714,600</b>	<b>3,036,159</b>	<b>928,990</b>	<b>22.1%</b>	<b>6.2%</b>	<b>226.8%</b>	<b>2,107,169.58</b>
GENERAL OPERATING RESERVE	3,607,552	-	-	0.0%	0.0%	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	351,801	8,322	9,849	2.4%	2.5%	-15.5%	(1,526.95)
KRAMER FIELD FUND	33,434	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	23,421	6,498	6,972	27.7%	10.0%	-6.8%	(474.33)
LAW LIBRARY FUND	46,984	-	236	0.0%	0.5%	-100.0%	(236.00)
MUSEUM	106,230	3,360	3,134	3.2%	1.1%	7.2%	226.39
PARKS FUND	74,562	2,077	5,154	2.8%	6.0%	-59.7%	(3,077.13)
PUBLIC WORKS FUND	5,638,305	2,242,002	291,499	39.8%	9.1%	669.1%	1,950,502.42
ROAD RESERVE FUND	4,850,437	-	-	0.0%	0.0%	#DIV/0!	-
SPECIAL ECON DEV PAYMENTS FUND	1,306,283	47,340	-	3.6%	0.0%	#DIV/0!	47,339.60
WEED & PEST CONTROL FUND	220,495	1,099	11,171	0.5%	4.4%	-90.2%	(10,072.12)
YOUTH THINK FUND	163,659	6,508	8,423	4.0%	4.0%	-22.7%	(1,914.93)
CAPITAL ACQUISITIONS FUND	3,709,600	-	-	0.0%	0.0%	#DIV/0!	-
<b>Expense Total</b>	<b>46,180,577</b>	<b>5,504,527</b>	<b>1,432,652</b>	<b>11.9%</b>	<b>3.4%</b>	<b>284.2%</b>	<b>4,071,874.59</b>



# Wasco County Monthly Report

## Personnel - All Funds - July 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Expense</b>							
<b>GENERAL FUND</b>							
ASSESSMENT & TAXATION-E	674,206	56,182	53,434	8.3%	7.0%	5.1%	2,748.18
COUNTY CLERK-E	266,274	22,095	21,025	8.3%	7.6%	5.1%	1,070.29
SHERIFF-E	2,074,603	166,847	159,780	8.0%	8.0%	4.4%	7,067.01
ADMINISTRATIVE SERVICES-E	1,693,128	141,804	109,394	8.4%	6.5%	29.6%	32,409.86
ADMINISTRATION-E	136,294	18,476	10,104	13.6%	6.6%	82.9%	8,371.87
DISTRICT ATTORNEY-E	575,093	41,795	41,454	7.3%	8.0%	0.8%	340.72
PLANNING-E	681,466	53,909	50,434	7.9%	7.1%	6.9%	3,474.45
PUBLIC WORKS-E	38,327	3,998	4,556	10.4%	8.0%	-12.2%	(557.44)
PREVENTION DIVISION-E	504,443	49,408	41,871	9.8%	8.3%	18.0%	7,536.50
<b>GENERAL FUND Total</b>	<b>6,643,834</b>	<b>554,514</b>	<b>492,052</b>	<b>8.3%</b>	<b>7.4%</b>	<b>12.7%</b>	<b>62,461.44</b>
<b>PUBLIC WORKS FUND</b>	<b>1,972,165</b>	<b>139,636</b>	<b>119,377</b>	<b>7.1%</b>	<b>7.3%</b>	<b>17.0%</b>	<b>20,259.28</b>
911 COMMUNICATIONS FUND	856,332	68,739	78,965	8.0%	9.6%	-13.0%	(10,226.03)
COMMUNITY CORRECTIONS FUND	727,984	58,554	43,530	8.0%	6.4%	34.5%	15,023.78
COUNTY FAIR FUND	21,362	1,699	2,037	8.0%	4.6%	-16.6%	(338.10)
HOUSEHOLD HAZARDOUS WASTE FUND	92,176	8,085	8,541	8.8%	7.3%	-5.3%	(456.01)
LAND CORNER PRESERVATION FUND	17,920	3,998	6,972	22.3%	12.4%	-42.7%	(2,974.33)
MUSEUM	34,428	2,988	2,360	8.7%	5.3%	26.6%	628.04
PARKS FUND	26,111	2,077	1,358	8.0%	3.7%	52.9%	718.50
WEED & PEST CONTROL FUND	-	-	9,155	#DIV/0!	9.8%	-100.0%	(9,154.52)
YOUTH THINK FUND	78,616	6,508	6,290	8.3%	8.5%	3.5%	217.26
<b>Expense Total</b>	<b>10,470,928</b>	<b>846,798</b>	<b>770,638</b>	<b>8.1%</b>	<b>7.5%</b>	<b>9.9%</b>	<b>76,159.31</b>



## Wasco County Monthly Report

### Materials and Services All Funds - July 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Expense</b>							
GENERAL FUND	4,161,343	319,813	436,937	7.7%	9.2%	-26.8%	(117,124.11)
PUBLIC WORKS FUND	1,406,140	102,365	172,122	7.3%	12.9%	-40.5%	(69,756.86)
911 COMMUNICATIONS FUND	197,993	889	24,441	0.4%	14.0%	-96.4%	(23,552.54)
CLERK RECORDS FUND	13,500	-	-	0.0%	0.0%	#DIV/0!	-
COMMUNITY CORRECTIONS FUND	926,220	18,321	13,888	2.0%	1.6%	31.9%	4,432.71
COUNTY FAIR FUND	165,950	861	3,918	0.5%	2.2%	-78.0%	(3,056.42)
COUNTY SCHOOL FUND	312,550	-	-	0.0%	0.0%	#DIV/0!	-
COURT FACILITIES SECURITY FUND	43,000	-	-	0.0%	0.0%	#DIV/0!	-
DISTRICT ATTORNEY	15,600	300	48	1.9%	0.2%	525.0%	252.00
FOREST HEALTH PROGRAM FUND	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
HOUSEHOLD HAZARDOUS WASTE FUND	253,125	237	1,308	0.1%	0.5%	-81.9%	(1,070.94)
KRAMER FIELD FUND	33,434	-	-	0.0%	0.0%	#DIV/0!	-
LAND CORNER PRESERVATION FUND	3,000	-	-	0.0%	0.0%	#DIV/0!	-
LAW LIBRARY FUND	46,984	-	236	0.0%	0.6%	-100.0%	(236.00)
MUSEUM	71,800	372	774	0.5%	1.2%	-51.9%	(401.65)
PARKS FUND	48,450	-	3,796	0.0%	7.8%	-100.0%	(3,795.63)
SPECIAL ECON DEV PAYMENTS FUND	716,283	42,340	-	5.9%	0.0%	#DIV/0!	42,339.60
WEED & PEST CONTROL FUND	-	1,099	2,016	#DIV/0!	1.3%	-45.5%	(917.60)
YOUTH THINK FUND	85,043	-	2,132	0.0%	1.6%	-100.0%	(2,132.19)
<b>Expense Total</b>	<b>8,500,415</b>	<b>486,597</b>	<b>661,617</b>	<b>5.7%</b>	<b>6.9%</b>	<b>-26.5%</b>	<b>(175,019.63)</b>



# Wasco County Monthly Report

## Capital All Funds - July 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data								
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year	
<b>Revenue</b>								
CDBG GRANT FUND	1,500,000	-	-	0.0%	0.0%	#DIV/0!	-	
<b>Revenue Total</b>	<b>1,500,000</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>0.0%</b>	<b>#DIV/0!</b>	<b>-</b>	
<b>Expense</b>								
GENERAL FUND	8,484,991	2,161,832	-	25.5%	0.0%	#DIV/0!	2,161,832.25	
PUBLIC WORKS FUND	4,888,778	2,000,000	-	40.9%	0.0%	#DIV/0!	2,000,000.00	
COUNTY FAIR FUND	69,037	-	-	0.0%	0.0%	#DIV/0!	-	
LAND CORNER PRESERVATION FUND	54,818	2,500	-	4.6%	0.0%	#DIV/0!	2,500.00	
FOREST HEALTH PROGRAM FUND	129,211	-	-	0.0%	0.0%	#DIV/0!	-	
HOUSEHOLD HAZARDOUS WASTE FUND	169,609	-	-	0.0%	0.0%	#DIV/0!	-	
SPECIAL ECON DEV PAYMENTS FUND	590,000	5,000	-	0.8%	0.0%	#DIV/0!	5,000.00	
LAW LIBRARY FUND	112,122	-	-	0.0%	0.0%	#DIV/0!	-	
DISTRICT ATTORNEY	2,800	1,800	-	64.3%	0.0%	#DIV/0!	1,800.00	
MUSEUM	187,312	-	-	0.0%	0.0%	#DIV/0!	-	
WEED & PEST CONTROL FUND	220,495	-	-	0.0%	0.0%	#DIV/0!	-	
911 COMMUNICATIONS FUND	16,100	-	-	0.0%	0.0%	#DIV/0!	-	
PARKS FUND	188,133	-	-	0.0%	0.0%	#DIV/0!	-	
COMMUNITY CORRECTIONS FUND	341,503	-	-	0.0%	0.0%	#DIV/0!	-	
COURT FACILITIES SECURITY FUND	99,071	-	-	0.0%	0.0%	#DIV/0!	-	
YOUTH THINK FUND	50,776	-	-	0.0%	0.0%	#DIV/0!	-	
CLERK RECORDS FUND	31,302	-	-	0.0%	0.0%	#DIV/0!	-	
ROAD RESERVE FUND	4,850,437	-	-	0.0%	0.0%	#DIV/0!	-	
CAPITAL ACQUISITIONS FUND	3,709,600	-	-	0.0%	0.0%	#DIV/0!	-	
911 EQUIPMENT RESERVE	91,795	-	-	0.0%	0.0%	#DIV/0!	-	
FACILITY CAPITAL RESERVE	3,429,005	-	-	0.0%	0.0%	#DIV/0!	-	



## Wasco County Monthly Report Capital All Funds - July 2017

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current	Prior Year	Year to Year % Change	Current Year - Prior Year
				Year Budget Executed	Budget Executed		
GENERAL OPERATING RESERVE	3,607,552	-	-	0.0%	0.0%	#DIV/0!	-
CDBG GRANT FUND	5,365,122	-	397	0.0%	0.0%	-100.0%	(397.34)
<b>Expense Total</b>	<b>36,689,569</b>	<b>4,171,132</b>	<b>397</b>	<b>11.4%</b>	<b>0.0%</b>	<b>1049664.0%</b>	<b>4,170,734.91</b>





## Wasco County Monthly Report Reserve Funds - July 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Revenue</b>							
FACILITY CAPITAL RESERVE	714,000	702,864	1,263	98.4%	0.1%	55542.4%	701,600.50
GENERAL OPERATING RESERVE	714,000	703,127	1,437	98.5%	0.2%	48815.6%	701,689.55
ROAD RESERVE FUND	2,017,000	2,003,060	1,946	99.3%	13.0%	102808.4%	2,001,113.83
<b>Revenue Total</b>	<b>3,445,000</b>	<b>3,409,051</b>	<b>4,647</b>	<b>99.0%</b>	<b>0.3%</b>	<b>73259.3%</b>	<b>3,404,403.88</b>
<b>Expense</b>							
FACILITY CAPITAL RESERVE	3,429,005	-	-	0.0%	0.0%	#DIV/0!	-
GENERAL OPERATING RESERVE	3,607,552	-	-	0.0%	0.0%	#DIV/0!	-
ROAD RESERVE FUND	4,850,437	-	-	0.0%	0.0%	#DIV/0!	-
<b>Expense Total</b>	<b>11,886,994</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>0.0%</b>	<b>#DIV/0!</b>	<b>-</b>



## Wasco County Monthly Report

### Investment/Interest All Funds - July 2017

Filters

Fd	(Multiple Items)
Cat	(Multiple Items)

Data							
Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Year to Year % Change	Current Year - Prior Year
<b>Revenue</b>							
INTEREST EARNED	149,420	27,906	15,271	18.7%	12.8%	82.7%	12,634.97
LID INTEREST	-	-	-	#DIV/0!	0.0%	#DIV/0!	-
UNSEG TAX INTEREST EARNED	200	3	1	1.5%	0.7%	118.2%	1.62
PILT	30,350	-	-	0.0%	0.0%	#DIV/0!	-
RENT - OFFICE	8,800	-	-	0.0%	#DIV/0!	#DIV/0!	-
TRANSFER FROM WEED FUND	220,495	-	-	0.0%	#DIV/0!	#DIV/0!	-
MISCELLANEOUS REFUNDS	100	-	-	0.0%	#DIV/0!	#DIV/0!	-
2005 TAX ABATEMENT DEC 2007 - 2022	250,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
2013 TAX ABATEMENT DEC 2016 - 2031	800,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
CONTRACT-THE DALLES 911 SHARE	445,815	-	26,311	0.0%	7.6%	-100.0%	(26,310.85)
CONTRACT-MCFR 911 SHARE	77,841	-	-	0.0%	0.0%	#DIV/0!	-
DOC-GRANT IN AID - 1145 40% TO NORCOR	1,180,000	-	310,133	0.0%	25.1%	-100.0%	(310,132.63)
STATE GRANT	78,463	-	-	0.0%	#DIV/0!	#DIV/0!	-
FORD FAMILY FOUNDATION - 10TH ST	1,000	-	-	0.0%	#DIV/0!	#DIV/0!	-
TRANSFER FROM PUBLIC WORKS FUND	2,000,000	2,000,000	-	100.0%	#DIV/0!	#DIV/0!	2,000,000.00
<b>Revenue Total</b>	<b>5,242,484</b>	<b>2,027,909</b>	<b>351,716</b>	<b>38.7%</b>	<b>19.7%</b>	<b>476.6%</b>	<b>1,676,193.11</b>