



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
May 16, 2012

PRESENT: Rod L. Runyon, Chair of County Commission
Scott C. Hege, County Commissioner
Sherry Holliday, County Commissioner
Tyler Stone, Administrative Officer
Sue Stephens, Executive Assistant

At 9:00 a.m. Chair Runyon called to order the Regular Session of the Board of Commissioners and called for comment from the public, department heads and/or Mr. Stone. There being none, he moved on to the Discussion List (attached).

Discussion List Item – IGA #4560 Amendment #1

Robert Martin appeared before the Board to explain Amendment #1 to Intergovernmental Agreement #4560 between the Oregon Department of Corrections and Wasco County Community Corrections for the 1145 funding on which Community Corrections operates. Funding is usually done for two years; however, at the beginning of the current biennium, funding was set for only one year. This amendment extends that funding for the second year of the biennium.

Commissioner Hege asked if there were any changes to the amount of funding. Mr. Martin responded that although there is a change, it is insignificant, amounting to a few dollars. Going forward, there has been discussion of modifying and simplifying the formula for Community Corrections budgets. The changes should not appreciably impact the amount of funding.

Some discussion followed regarding the impact of NORCOR funding to Community Corrections. Mr. Martin asserted that the availability of beds at NORCOR is an important tool to affect positive change in community safety.

{{{Commissioner Holliday moved to approve Amendment #1 to Intergovernmental Agreement #4560 between the State of Oregon and

Wasco County Community Corrections. Commissioner Hege seconded the motion which passed unanimously.}}

Chair Runyon asked Mr. Martin to tell the board about his most recent new hires. Shawn Sorenson, hired 6 months ago, and Marco Beitzl, who came to Community Corrections from NORCOR, bring many decades of law enforcement experience with them and are both Probation/Parole Officers. They also have two new clerical staff members who are doing a great job and bring the appropriate skills and attitude to their jobs – Lena Lindhorst and Jessica Jauken. Although, they are still in the training phase, the office is now fully staffed.

Discussion List Item – BPA Easement

Tyler Stone, County Administrator, pointed out that the board had previously seen the maps and discussed the easements for the planned power lines. These documents will finalize those discussions. Commissioner Hege asked if there had been a new access road put in. Mr. Stone replied that access was through an already existing road.

Chair Runyon asked Marty Matherly, General Manager of Wasco County Public Works, if he had input on this matter. Mr. Matherly responded that Public Works had no issues with the project.

{{{Commissioner Hege moved to approve the U.S. Department of Energy-Bonneville Power administration Easement for BPA Tract No: AZE-8-A-5. Commissioner Holliday seconded the motion which passed unanimously.}}}

Mr. Stone brought forward an issue regarding a piece of county-owned land located along the Columbia River near Celilo Park that has been leased to Burlington Northern Railroad for many years. There is a small building used by BNR on the site. They are interested in purchasing the land from the county rather than renewing the lease. Mr. Stone added that he does not know if the land can be sold.

Commissioner Hege asked how long each lease runs and what the lease amount is. Mr. Stone replied that the leases run for 5 years, currently at \$1,100 per year. Commissioner Holliday pointed out the land is virtually useless to the County. Mr. Stone agreed and said that he believes a good portion of the land is underwater. However, he does not know how the County came to own the land and if there are any cultural issues around it.

Chair Runyon stated that the board would need additional information regarding the possibilities and legalities before making any decisions.

Some discussion followed regarding the logistics and content of the upcoming AOC Spring Conference.

Chair Runyon recognized members of the public in the audience asking if they had any topics to bring forward to the Board. There were none.

Commissioner Holliday announced that at a recent Board of Health meeting they agreed to form a sub-committee to look at the separation of Public Health from Wasco County. The sub-committee will include a commissioner from each of the three affected counties as well as some lay persons.

Some discussion followed regarding other meetings being attended by Board members.

Mr. Martin brought forward another contract, not included as part of the agenda, with the Oregon Department of Revenue for the collection of unpaid debts owed to Community Corrections by the clients they serve. Historically, the agreement is renewed every four years. There was some discussion regarding the terms of the contract.

{{{Commissioner Holliday moved to approve IGA #2819 between the Oregon Department of Revenue and Community Corrections. Commissioner Hege seconded the motion which passed unanimously.}}}

Items on the Agenda – Fee Schedule Hearing

COUNTY CLERK

9:30 a.m. Linda Brown, County Clerk, came forward to explain her request to increase her recording fee by \$1.00. In 2009 the State legislature passed a bill that added a \$15.00 fee to most documents that are recorded and that fee would go to a program for low-income housing. They put a clause in the bill that prohibited using any portion of the fee to cover counties' administrative costs. We incur costs for collecting and administering the fee because not only does the State get the fee, but any interest on money collected. From the time that the bill was passed, Wasco County has collected \$158,985.00 not including interest. For other fees the State has imposed upon counties, the county gets a percentage of the fee for administrative costs. Ms. Brown stated that she is not asking that the clerk's office retain the revenue generated by the \$1.00 increase she is seeking; but rather, she intends for those funds to be added to the general fund to help

offset the administration of that fund. Had we been given just a 5% administrative fee from the State, we would have gotten \$7,949.00. So far this year we have recorded 1,757 documents, of those documents, 1,495 of them had the \$15 housing fee. If we were to charge an additional dollar the general fund would have seen a \$1,495.00 increase. The upside is that it will generate money for the general fund. The downside is that we then are adding another fee to our customers as well as banks and large corporations that record with us. Other counties charge an administrative fee, Jackson County charges \$3.00; Benton County charges \$2; Malheur, Tillamook, Deschutes, Klamath and Crook all charge an additional \$1.00 to administer the fund.

Commissioner Hege observed that the administration of the fees actually costs the county money, not only in collecting but in interest payments. Commissioner Holliday also pointed out that other fees are costly, for instance to get a copy of a death certificate which Ms. Brown confirmed is currently \$56.00. Ms. Brown went on to say that of the \$56.00, \$5.00 is the actual recording fee. The remainder is fees that have been imposed by the state. The legislature and the public often think fees like this have something to do with recording. Unfortunately, the general public does not have a lobby; that makes them an easy target. Other lobbies are able to get the fees through; however, the legislature has always acknowledged the counties' administrative costs and allowed a percentage to be retained by the counties to cover those costs.

Chair Runyon moved to approve Ms. Brown's request to add a \$1.00 administrative fee to offset the cost of administering fee collections service FY 2012/2013 required in conjunction with ORS 205.323. Sherry seconded the motion.

Commissioner Hege asked if we were going to make a motion on each one or the ordinance in its entirety. Mr. Stone pointed out the ordinance encapsulates all of the fee requests. In years past there has been one motion for the entire ordinance.

Commission Hege, referenced a hearing opened more than a month earlier related to the fees, and wondered if it would have been more appropriate to have rolled the fees out at that time and had this hearing to allow the public to speak in regards to the fees.

Mr. Stone explained that what happened at the referenced hearing is that the Board directed the administrative staff to prepare this ordinance for the Board's review. The Board will review it today and then there is another portion of the hearing the following month to approve the ordinance.

In light of the new information, Chair Runyon withdrew his motion with the consensus of Commissioner Holliday. Commissioner Hege said that the process Mr. Stone outlined makes sense to him as it gives the public an opportunity to be heard.

PUBLIC WORKS

Marty Matherly, Public Works Director, came forward to explain his request for a \$500.00 deposit for processing and inspection of motor vehicle road rallies. In the Wasco County permit ordinance identifies the road department to issue certain permits for operations that are within the County right-of-way. There are six operations in the ordinance. Currently we do not have any fees for any of those permits. For special events, specifically road rallies, significant oversight and coordination is required from the road department. Mr. Matherly provided documentation in the packet for the County-incurred costs associated with a road rally. There are appreciable post-event costs by way of road repair required as a result of damage sustained by a high-speed race; those costs are already being borne by event organizers.

Mr. Matherly pointed out that he also sees this fee as a tool to help rally organizers keep costs down. He believes \$500 is a reasonable target amount and that organizers will be incentivized to stay within that dollar amount rather than being billed for cost overruns.

Commissioner Holliday added that although there is currently only one such event on County Roads, there may be others in the future who will learn by experience how to keep their costs in line. Like the current event organizers, future organizers may start with higher costs.

Chair Runyon commented that the Board could choose to waive the fee for bike rallies or charitable events. Mr. Matherly responded that his intention is to only apply the fee to high speed motor vehicle races/road rallies under the special event portion of the ordinance.

Commissioner Hege asked if the cost for permitting a bike race or foot race is markedly lower. Mr. Matherly explained that while some of the process is the same for all events, bike and foot races require only 1-3 hours of staff time.

Mr. Stone inquired as to whether the proposed fee calculation included the Sheriff's Department's time spent stopping intersections and redirecting traffic. Mr. Matherly replied that it does not.

Commissioner Holliday observed that a bike or foot race would require more work on the part of the Sheriff's department. Mr. Matherly agreed. Commissioner

Hege stated that he believes the Sheriff's Department negotiates fees with event planners based on their requirement for support from law enforcement. He reported that this year's event went very smoothly.

Recessed at 10:20

Reconvened at 10:22

YOUTH SERVICES

Molly Rogers, Youth Services Director, explained that she and her staff had gone through a process of examining their fee structure and did a comparison with Umitilla County's fee structure. Their goal is not only to cover costs but to encourage youth to not behave in such a way that would cause them to become involved with Youth Services. For example, if Youth Services files a probation violation, they charge the violator a fee for filing as an incentive to the youth to not violate their probation. Once a youth enters the system there is a supervision fee and violations of conditions of an accountability agreement is a \$50 fee. At the end of the process there is no fee. Young people come back to clear their records; there is a court process to have their records expunged.

Ms. Rogers provided a document to the Board outlining her process (see attached) for expunging records. Once a request is made, the individual must complete an application. The office assistant fills out some paperwork which must be notarized. The process then begins and is relatively laborious, including a criminal records check, locating the file, conferring with the DA and Youth Services for objections which must be heard by a judge, and filing a motion with the court. If the motion is granted, all law enforcement agencies with which the juvenile was involved are notified to destroy their records. They have 21 days to do so and notify the requesting agency of completion. The youth is then notified of completion of the process. Youth Services process approximately 20 per year.

Ms. Rogers recognizes that this fee could potentially present a road block to young people trying to move forward. However, if the application went directly through the court rather than being processed by Youth Services, the charge would be approximately \$240.00.

COMMUNITY CORRECTIONS

Robert Martin, Director of Community Corrections, addressed each of the following fee requests:

- 1) The urine analysis fee be broken into two subcategories with the name changed to: "laboratory drug testing fee" and another subcategory called

"instant drug testing fee". We now use saliva as part of our drug testing and the name for the charges needs to be broad enough to include this. Additionally we want the flexibility to charge \$7.50 for tests that are tested with an "instant test" and are not sent to the lab. This is a separate charge from laboratory testing, which would remain \$15. The samples are often not sent to the lab if they instant test negative but we still have costs associated with these devices and the disposal of the hazardous wastes. By charging less to those who test negative we reward their good behavior. By changing the name to laboratory drug testing fee, it will allow us to create the subcategories and differentiate the fees. Mr. Stone asked what the actual costs are for the urinalysis test. Mr. Martin responded that it is quite a bit more, but that the population they work with could not bear that cost along with the many other fees they incur as a result of their behavior.

- 2) The fee for inter-county transfer request processing (Wasco County as the sending county) is currently \$10 and is noted as a "one-time fee" in the schedule. It is requested that the "one-time fee" portion be deleted as there should be a fee for each such request and the wording is simply confusing. Additionally it is requested that this fee be raised to \$25 for each such retransfer request. There is a regimen of extra paperwork associated with these transfers. They are often not well thought out by clients and often fall flat after we have spent time in filling out all the paperwork and contacting the other county. I believe there is a balance between making it expensive enough to prevent frivolous requests and client needs.
- 3) The fee for "electronic home detention monitoring" is currently \$5.00 per day and it is requested this be increased to a minimum of \$8.00 per day. This will help cover the expenses for equipment rental services associated with the program. Costs for equipment rental have gone up and there are consumables associated with this. This fee does not cover the actual costs to monitor which include staff time, equipment rental, administrative costs, and consumables, however, charging at that level would be beyond the pale for most of our clients to be able to afford. We rely on our grant funding to help subsidize this.

Commissioner Hege asked about the frequency of occurrence for home detention monitoring. Mr. Martin responded that there is only one individual currently in the program and it is not common.

- 4) It is requested that a new category of fee be adopted and identified as "Non-departmental electronic monitoring". This category is regarding cases not assigned to, and supervised by, Wasco County Community Corrections. We have frequently been pressed to provide this service and such clients are not covered in our grant funding. Our IGA with the State of Oregon does not allow

grant funds spent on monitoring clients that are not specifically assigned to parole or probation with us. Regardless it is likely that we will eventually be required to take on such a case at some point and it would be advisable to have a fee in place that reflects the expense of such monitoring. Therefore it is requested that another category fee be added and designated "non-departmental electronic monitoring" and be scheduled at a rate of \$55 per day with a one-time "set up fee" of \$250. This fee will be required to be paid "up front" prior to monitoring for the month (each month on the program). This fee is significantly above a "regular" case as it cannot be subsidized by grant funding from the state.

Commissioner Hege asked for an example scenario of how this circumstance might come about. Mr. Martin explained that, for instance, an individual might be incarcerated pending trial. The request would come through to put them on "house arrest," rather than having them incarcerated. They are not on probation or parole; they are a citizen who has been charged with a crime. The Community Corrections funding does not allow for that circumstance.

Commissioner Hege inquired as to who would make that request. Mr. Martin responded that most often the defense attorney would make the initial request but would work through the court system to affect that outcome. However, he believes they do not have a realistic sense of the costs associated with the monitoring.

- 5) Out of state travel permit: It is requested this be increased to \$3.00 (currently \$2.00). This fee has never been raised since inception and the costs associated have risen over time.
- 6) The "Non-departmental Drug Screen fee" is currently \$35 and is charged in the event we are required to obtain a drug screen sample for a person not on parole or probation to Wasco County Community Corrections. It is requested that this fee be raised to \$45. This is a service that we have sometimes been required to do for another entity. The costs associated with this are not subsidized by our state grant as the person is not on supervision to this office and therefore all expenses would come straight out of our "pocket," so to speak. The cost of this service in the community would be far in excess of \$45 (more like \$90 to \$100+). Our expenses include consumables from gloves, disposal containers, and hazardous waste storage and pickup expenses, to the actual lab expenses and the staff time of collecting the sample and reporting lab results to the referring agency. These expenses are not subsidized by our grant and aid from the state and we are prohibited from spending actual grant and aid dollars on non-department clients. This fee increase will help us cover expenses associated with this and is required to be paid up front.

Commissioner Hege asked if the charges were pre- or post-service. Mr. Martin stated that the charge is made prior to service.

PUBLIC HEALTH

Glen Pierce, North Central Public Health District Environmental Health Specialist Supervisor, presented Public Health fee requests. He explained that the proposed Alternative Treatment Technologies fee was intentionally broad to encompass future technology for water treatment rather than having to add language to the ordinance each time a new technology came on the scene.

The proposed Renewal of Hardship Authorization for Temporary Dwelling fees are for when you have a home on a drain field system and it becomes urgent that they have additional living space, such as a manufactured home, added to the property. Planning has a hardship provision for that. Public Health would then inspect the existing drain field for its ability to support a second dwelling. Because the original field would have been designed for a single dwelling, it requires regular monitoring which is done on an annual basis and has costs associated with it.

The proposed Plan Review fee for commercial facility systems is a not-often-used category. In fact, Mr. Pierce has only seen it used once in 27 years. However, it is possible for a system to be designed that falls below DEQ requirements and then falls to the county for inspection.

The \$60.00 DEQ surcharge reflects the actual DEQ charge, which changed many years ago but was never updated on the fee schedule.

The new fees in the Licensed Facility Fee Schedule are a response to the State's addition of two new categories in the last two months. Although there have always been temporary restaurant licenses, there are now two categories for those licenses. A thirty day intermittent license applies to something like the fair ground where there are short term events needing to use the commercial kitchen. The 90 day seasonal license is for something like the farmers market that runs throughout the summer. Both require an operations plan filled out by the applying organization and reviewed by Public Health. The review is followed by a physical inspection. If re-inspection is required, there is an additional \$70.00 fee.

Commissioner Holliday inquired about the historical problem of fees not reflecting actual costs. Mr. Pierce replied that the new fees do address actual costs.

TREASURER

Mr. Stone explained that the credit card administration fee had been in place for the processing of dog licenses. Since Home at Last is assuming that role, the county fee is no longer necessary.

Chair Runyon closed the fee schedule hearing.

Items on the Agenda – Extended Abatement Agreement

Nolan Young, City of The Dalles City Manager, outlined the existing agreement between Wasco County, The City of The Dalles, and Columbia Phytotechnology. Any amendments or extensions of that agreement necessitate action by both the City and the County.

The agreement allows for an extension based on Columbia Phytotechnology meeting certain requirements as outlined in the agreement. There is an additional consideration clause in the law for the fourth and fifth year extensions. To address that clause, the extension agreement contains a formula based on the amount of tax abatement received. The resulting funds are equally shared between the City and the County to be used for operations or capital improvement and may be shared with the districts.

The City Council approved the agreement with an amendment that requires that after the first year of operation, they must have fifty employees. Mr. Young asked that the Board adopt Resolution 12-007 authorizing the signing of the agreement.

Commissioner Holliday wanted to know if Mid-Columbia Fire and Rescue had been included in the discussions. Mr. Stone interjected that it was his understanding that both the North Wasco County School District and Mid-Columbia Fire and Rescue had been invited but that MCF&R had not responded. Mr. Young agreed saying that all affected districts had been notified.

Chair Runyon pointed out that once the agreement moved into the revenue generating phase, the tax districts would have an opportunity to petition the City and the County for funds.

Steve Funk, Chief Security Officer for Columbia Phytotechnology, was available to answer questions. Chair Runyon asked that he explain their business. He replied that they take raw fruits and vegetables through a patented process to create a powder that retains nearly all of the vitamins and nutrients of the fruit. The resulting product is used in a variety of ways, including flavoring and supplements. Their move to The Dalles location will more than double their

capacity and they expect to also more than double their workforce which currently stands at about twenty-four.

{{{Commissioner Hege moved to adopt Resolution 12-007. Commissioner Holliday seconded the motion which passed unanimously.}}}

Chair Runyon asked what brought them to this area. Mr. Funk explained that they wanted to be centrally located in the fruit belt to help minimize transportation costs.

Items on the Agenda – US Forest Service Funding and Cooperative Agreement

Deputy Sheriff Lane Magill explained that the US Forest Service allocates funds for law enforcement patrols within the Mt. Hood National Forest, part of which is within Wasco County. The Wasco County Sheriff's Office entered into a five-year agreement with the USFS, with a break in service last year due to some federal funding issues. The agreements before the Board are new, five-year agreements for cooperation and patrolling. Patrolling commences in May runs through September of each year for \$2,750.00 annually. Some patrols that occur outside the designated time line (i.e. major crimes, marijuana grows, etc.) are compensated separately through the same fund.

Some general discussion followed regarding the need for more people patrolling. Deputy Sheriff Magill pointed out that it has historically been a successful partnership and the US Forest Service has always provided supplemental staffing for major events.

{{{Commissioner Hege moved to approve Cooperative Law Enforcement Agreement between the Wasco County Sheriff's Department and the USDA, Forest Service – Agreement number 12-LE-11060600-010. Commissioner Holliday seconded the motion which passed unanimously.}}}

Items on the Agenda – QLife Budget

Mr. Young explained that the City of The Dalles and Wasco County jointly sponsor the QLife Agency. The operating agreement requires both governments to annually review for approval the budget that has been approved by the budget committee. He is requesting that the Board approve the QLife budget which will then go to the QLife Board for final approval.

Chair Runyon asked what the biggest changes to this year's budget are. Mr. Young pointed to a push by the QLife Board to pay down their debt as quickly as

possible, striving for a three-year payoff as opposed to the scheduled six-year payoff.

In addition, there are provisions to pay Wasco County for services already performed with intent to set-up a process, going forward, to accept quarterly bills from the County for services rendered.

General discussion followed regarding the funding of both a scholarship program and the robotics program.

**{{{Commissioner Holliday moved to approve the QLife budget.
Commissioner Hege seconded the motion which passed unanimously.}}}**

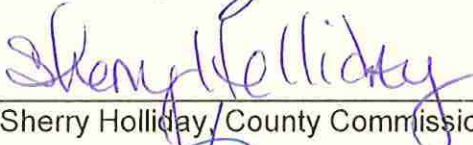
Commissioner Hege provided the Board with a CCO update. This Thursday, there will be a concluding interview of the final two applicants followed by a vote to support one of the two. Although Mr. Stone has encouraged the group to slow down and consider all their options, that hasn't happened. Some discussion followed regarding the various reasons for the compressed process.

Commission Chair Runyon adjourned the regular session at 11:13 a.m.

WASCO COUNTY BOARD
OF COMMISSIONERS



Rod L. Runyon, Chair of Commission



Sherry Holliday, County Commissioner



Scott Hege, County Commissioner

WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION / AGENDA WEDNESDAY, May 16, 2012
LOCATION: Wasco County Courthouse, County Courtroom #202
511 Washington Street, The Dalles, Oregon

Public Comment: Individuals wishing to address the Commission on items **not already listed on the Agenda** may do so during the first half-hour. To speak at other times please wait for the current speaker to conclude. Raise your hand to be recognized by the Chair for direction. Speakers are required to give their name and address. Please limit comments to three 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: This Agenda is subject to last minute changes. **Meetings are ADA accessible.** For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900. Wasco County does not discriminate against individuals with disabilities.

9:00 a.m.

CALL TO ORDER

Items without a designated appointment may be rearranged to make the best use of time.

- Corrections or Additions to the Agenda
- Administrative Officer - Tyler Stone: Comments
- [Discussion Items](#) (Items of general Commission discussion, not otherwise listed on the Agenda)
[BPA Easement, Amendment #1 to Intergovernmental Agreement #4560](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.)

9:30 a.m.

[Fee Schedule Amendments](#)

10:00 a.m.

[Extended Abatement Agreement](#) – Nolan Young, City Manager

10:30 a.m.

[US Forest Service Funding and Cooperative Agreement](#) – Lane Magill

10:50 a.m.

[QLife Budget](#) – City of The Dalles

NEW / OLD BUSINESS
COMMISSION CALL / REPORTS
ADJOURN

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
May 16, 2012**

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

1. [BPA Easement](#)
2. [Amendment #1 to Intergovernmental Agreement #4560](#)

ON HOLD:

1. Wasco County website improvement
2. Admin move

Discussion Item
BPA Easement

- [Easement Agreement](#)

**AFTER RECORDING, RETURN TO
Bonneville Power Administration
TERS-3
P.O. BOX 3621
PORTLAND, OR 97208-3621**

Legal description: A portion of the overflowed lands lying to the north of the Government meander line in front of Government Lots 2 and 3 of Section 19, Township 2 North, Range 15 East, Willamette Meridian, Wasco County, Oregon, as described in Exhibit A. (Affects Tax Account No. 2N15E TL700.)

BPA Tract No(s): AZE-8-A-5

U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

**EASEMENT
Exclusive Transmission**

THIS AGREEMENT, made between WASCO COUNTY, a Municipal Corporation and Political Subdivision of the State of Oregon, acting by and through its County Court, the Grantor, whether one or more, and the United States of America, Department of Energy, Bonneville Power Administration (Grantee or Bonneville Power Administration), pursuant to the Bonneville Project Act, of August 20, 1937, as amended, 16 U.S.C. §§ 832 et seq.; the Federal Columbia River Transmission System Act, of October 18, 1974, as amended, 16 U.S.C. §§ 838 et seq.; the Department of Energy Organization Act, of August 4, 1977, as amended, 42 U.S.C. § 7152; and the Pacific Northwest Electric Power Planning and Conservation Act, of December 5, 1980, as amended, 16 U.S.C. §§ 839 et seq.

The Grantor, for and in consideration of the sum of ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1,250.00) and the provisions contained in this agreement, hereby grants and conveys to the United States of America a perpetual exclusive easement and right-of-way for electric power transmission purposes in, upon, over and under the following described land (Transmission Easement Area), as described in Exhibit A, attached hereto and by this reference made a part hereof.

A. Transmission Easement Area

The grant shall include the right to enter and to locate, construct, operate, maintain, repair, reconstruct, upgrade, remove and patrol one or more lines of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage and any communication lines or equipment and appurtenances thereto (collectively "Facilities").

The grant further includes the right of ingress and egress over and across the Transmission Easement Area, including the right to grade and gravel routes of access if necessary, as determined by the Grantee.

The Grantor also hereby grants and conveys to the United States the present and future right to clear the Transmission Easement Area and to keep it clear of all types of trees, shrubs, brush and other vegetation, except as reserved below.

The Grantor reserves the right to grow and maintain non-woody low growing plants, such as non-structured-supported agricultural crops or vegetative cover with a mature height not to exceed 10 feet. Any other trees, shrubs, brush or other vegetation within the Transmission Easement Area will not be allowed until the Grantor contacts the Bonneville Power Administration and secures a written agreement allowing such use. In no event shall the Grantor plant any agricultural crops or vegetative cover, or trees, shrubs, brush or other vegetation covered by the written agreement within a 50-foot radius of all poles or structures. The Grantor also agrees not to obstruct access to these poles or structures within the Transmission Easement Area at any time. Any rights reserved by the Grantor shall not interfere with the rights of the Grantee.

The Grantor also hereby grants and conveys to the United States the present and future right to clear the Transmission Easement Area and to keep it clear of any and all, structures, above and below ground improvements or infrastructures, fire and electrical hazards.

The Grantor agrees that prior to undertaking any activity (including, but not limited to, building a structure, placing any manmade item, planting, digging, earth-moving, burning, piling or storing materials) within the Transmission Easement Area, the Grantor agrees to contact the Grantee to seek a determination from Grantee as to whether the proposed activity is safe and compatible with Grantee's use, and does not interfere with Grantee's current or future needs. The Grantor will not proceed with any proposed activity within the Transmission Easement Area without written consent from Grantee.

All unauthorized trees, shrubs, brush and other vegetation, structures, above and below ground improvements or infrastructures, fire and electrical hazards within the Transmission Easement Area shall become the property of the United States on the date of acceptance of this agreement and thereafter, and may be disposed of by the United States in any manner it deems suitable.

The Grantor also hereby grants and conveys to the United States the present and future right to top, limb, or fell, and to remove, sell, burn, or otherwise dispose of "Danger Trees" located on Grantor's land adjacent to said Transmission Easement Area. A Danger Tree is any growing or dead tree, or snag, whether stable or unstable, which the United States at any time determines (1) could within a five-year period fall, bend or swing (a) within 25 feet of the Facilities, or (b) within electrical arcing distance of said Facilities, or (2) could interfere with the construction, operation and maintenance of said Facilities.

The Grantor covenants to and with the United States and its assigns that the title to all Danger Trees identified, now or in the future, or cut from Grantor's land adjacent to said Transmission Easement Area is and shall be vested in the United States and its assigns; and that the consideration paid for conveying this easement and the rights granted herein is accepted as full compensation for all damages incidental to the exercise of any said rights. At the United States' election title to Danger Trees may revert to the Grantor.

B. General Provisions

In addition to the consideration paid hereunder, the United States shall repair or make compensation only for damage caused by the United States that is not incidental to the exercise of any of the above said rights and which results from and during construction, reconstruction, removal, or maintenance activities associated with the purposes of this agreement on and adjacent to the Transmission Easement Area. Payment for such damage shall be made on the basis of a damage estimate approved by the United States.

The rights granted herein are subject to easements of record and mineral rights of third parties.

The Grantor agrees to satisfy of record such encumbrances, including taxes and assessments, as may be required by the United States and to obtain such curative documents as may be requested by the United States.

The United States shall pay all costs incidental to the preparation and recordation of this instrument and for the procurement of any title report and title insurance that it may require.

The Grantor covenants to and with the United States that the Grantor is lawfully seized and possessed of the land aforesaid, with a good and lawful right and power to sell and convey the same; that the land is free and clear of encumbrances, except as herein provided; and that the Grantor will forever warrant and defend the title to the rights granted herein and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Grantor and upon the assigns of the United States.

ADOPTED this ____ day of _____, 2012.

WASCO COUNTY BOARD OF COUNTY COMMISSIONERS

Rod L. Runyon, Chair of Commission

Sherry Holliday, County Commissioner

Scott C. Hege, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley
Wasco County District Attorney

Accepted for the
UNITED STATES OF AMERICA

Signature

Title

Date

AZE-8-AR-1 Parcel 2A

A new access road approach to a Wasco County Road (Moody Road) approximately 1018 feet southwesterly of the Bonneville Power Administration (BPA) Big Eddy-Knight No.1 Transmission Line survey station 2366+75 (Structure 8/1). Said approach is located in the NE1/4SW1/4 of Section 19, Township 2 North, Range 15 East, Willamette Meridian, Wasco County, Oregon, as shown on BPA Access Road Acquisition Exhibit AZE-8-AR-1 Parcel 2, dated March 2, 2011, attached hereto and made a part hereof.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Gregory A. Crites

OREGON
JULY 18, 1980
GREGORY A. CRITES
1887

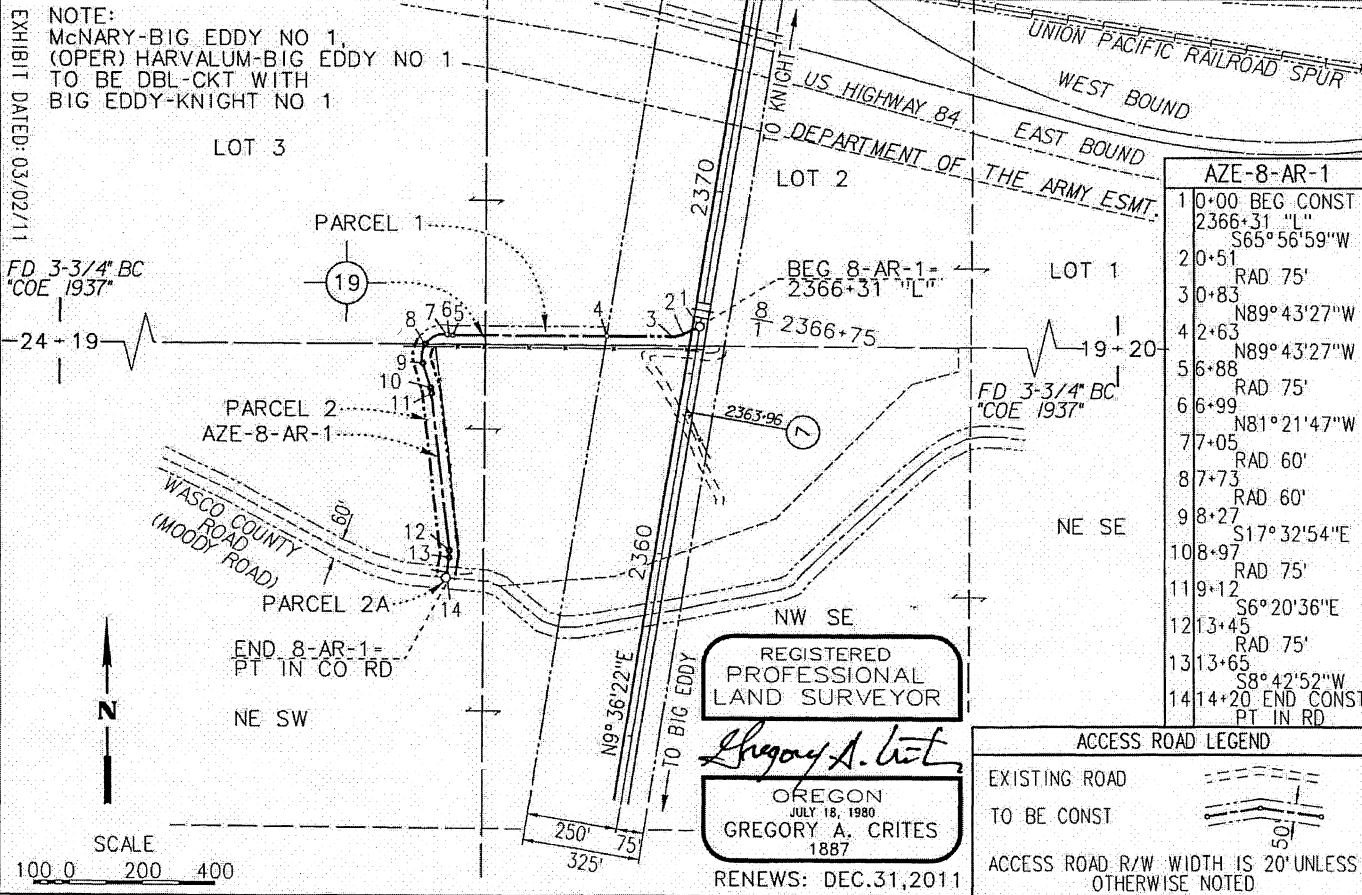
RENEWS: DEC.31,2011

NOTE:
 McNARY-BIG EDDY NO 1,
 (OPER) HARVALUM-BIG EDDY NO 1
 TO BE DBL-CKT WITH
 BIG EDDY-KNIGHT NO 1

EXHIBIT DATED: 03/02/11

BONNEVILLE POWER ADMINISTRATION
 BIG EDDY-KNIGHT NO 1
 ACCESS ROAD ACQUISITION EXHIBIT FOR:
 AZE-8-AR-1 PARCEL 2
 SEC 19 T2N R15E WM
 WASCO COUNTY, OREGON

DRAWN: DEM CHECKED: *[Signature]*
 SUPERVISOR, SURVEYING AND MAPPING DATE: *5/20/11*



AZE-8-AR-1	
1	10+00 BEG CONST
2	2366+31 "L" S65°56'59"W
3	20+51 RAD 75'
4	30+83 N89°43'27"W
5	42+63 N89°43'27"W
6	56+88 RAD 75'
7	66+99 N81°21'47"W
8	77+05 RAD 60'
9	87+73 RAD 60'
10	98+27 S17°32'54"E
11	108+97 RAD 75'
12	119+12 S6°20'36"E
13	1213+45 RAD 75'
14	1313+65 S8°42'52"W
15	1414+20 END CONST PT IN RD

TRACT NO STA TO STA	NAME	LOCATION	SURVEY LENGTH
AZE-8-AR-1	JAMES F. MARKMAN AND JENNIFER E. MARKMAN	PARCEL 2 SEC 19	647' OFF R/W
AZE-8-AR-1	WASCO COUNTY (MOODY ROAD)	PARCEL 2A	60' R/W

Discussion Item
IGA #4560 Amendment #1

- [Explanatory Email](#)
- [Amendment #1](#)

From: MoothartMelanie [mailto:Melanie.Moothart@doc.state.or.us]
Sent: Monday, May 07, 2012 3:09 PM
To: Martin Robert V
Cc: Gillies Shellee L; Sitler Denise
Subject: Wasco County#4560 Amd. #1

Good Afternoon Mr. Martin,

Following for your review and signature approval is amendment #1 to agreement #4560. To assure that all parties to the amendment are in complete accord, we ask that you read the amendment carefully to make sure you understand everything required of you and that you agree with the modifications of the amendment terms and conditions. If you agree, please sign and date the amendment and return the signed amendment to Shellee.L.Gillies.doc.state.or.us via fax or email. When the amendment is finalized, a fully executed copy and a Notice to Proceed will be mailed for your records.

Melanie Moothart, Contracts Officer
OR. Dept. of Corrections
3601 State Street, Suite 280
Salem, OR 97301-5780
Phone: (503) 378-5883/Fax: (503) 371-3161
Email: Melanie.Moothart@doc.state.or.us

**AMENDMENT No. 1 to
INTERGOVERNMENTAL AGREEMENT #4560
between
STATE OF OREGON
and
WASCO COUNTY**

This Amendment No. 1 (the "Amendment"), effective as of the last date of signature below, to Intergovernmental Agreement No. 4560, effective July 1, 2011, (the "Agreement") is entered into between the State of Oregon acting by and through its Department of Corrections ("DEPARTMENT"), and Wasco County ("COUNTY").

1. The Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by [brackets]):

- 1.1 Section I. B of the Agreement is hereby amended as follows:

B. Budget Summary: The part of the County Corrections Plan that reflects the amount of County Corrections Wasco funds granted by DEPARTMENT to COUNTY to implement the programs in the Plan. The Budget Summary for the period July 1, 2011 to June 30, 2012, is attached to this Agreement as Exhibit A. The Budget Summary for the period July 1, 2012 through June 30, 2013, is attached to this Agreement as Exhibit C in the amount of \$696,427.00.

- 1.2 Section II.B, of the Agreement is hereby amended as follows:

B Duration

This Agreement will become effective on **July 1, 2011**, and will remain in effect until **June 30, [2012] 2013** or until terminated according to Section X (*Termination*). [and in no event longer than **one (1)** year from the date of execution].

- 1.3 Section V.E. 3. of the Agreement is hereby amended as follows:

Community Corrections Programs, OAR 291-031-0005 through [OAR 291-031-0260] OAR 291-031-0360.

- 1.4 Section V.E. 10 of the Agreement is hereby amended as follows:

Interstate Compact, OAR 291-180-0106 through [OAR 291-180-0665] OAR 291-180-0275.

- 1.5 The first paragraph of Section VII.D. of the Agreement is hereby amended as follows:

For the period July 1, 2011, to June 30, 2012, the [The] DEPARTMENT will disburse to COUNTY one fourth of the County Correction Wasco Funds authorized under this Agreement to the COUNTY contact described in this paragraph. Disbursements will be made within 15 days of each of the following dates: 7/1/11, 10/1/11, 1/1/12, and 4/1/12. For the period of July 1, 2012 through June 30, 2013, the DEPARTMENT will disburse to COUNTY one fourth of the County Correction Wasco Funds authorized under this Agreement to the COUNTY contact described in this paragraph. Disbursements will be made within 15 days of each of the following dates: 7/1/12, 10/1/12, 1/1/13, and 4/1/13.

2. Except as expressly amended above, all other terms and conditions of the Agreement are still in full effect. COUNTY certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the effective date of this Amendment and with the same effect as

though made at the time of this Amendment.

3. This Amendment may be executed in any number of counterparts, by facsimile or otherwise, each of which shall be deemed to be an original, but all together shall constitute but one and the same instrument.

4. Capitalized terms used but not defined herein have the meanings ascribed in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on their behalf by their duly authorized representatives on the dates indicated after their signatures.

OREGON DEPARTMENT OF CORRECTIONS

WASCO COUNTY

Ginger Martin, Asst. Director *Date*
Community Corrections

Signature *Date*

Legal Sufficiency Review: /s/: Keith Kutler, AAG 4/25/12

EXHIBIT C

BUDGET SUMMARY
(to be added by DEPARTMENT after
COUNTY submission of the County Corrections Plan)

**NO CONSENT AGENDA
FOR THIS SESSION**

- [Back to Agenda](#)

Agenda Item
Fee Schedule Hearing

- [Youth Services](#)
- [Public Works](#)
- [County Clerk](#)
- [Community Corrections](#)
- [Public Health](#)
- [Treasurer](#)
- [Power Point Outline of Requests](#)



Kathy White <kathyw@co.wasco.or.us>

Fees Schedule

Molly Rogers <mollyr@co.wasco.or.us>
To: Kathy White <kathyw@co.wasco.or.us>

Mon, May 7, 2012 at 3:20 PM

Kathy,

Under the Youth Services Department I would like to add a fee for completing and filing for expunctions. Our fee structure has been partially modeled after Umatilla County, which the application fee in Umatilla County is \$60.00. I am not sure what documentation or rationale would be helpful, so please let me know.

--

Molly Rogers, MJM

Director
Wasco County Youth Services
202 East Fifth Street
The Dalles, OR 97058
(541) 506-2660
(541) 506-2661

May 10, 2012



To: Wasco County Board of Commissioners

From: Marty Matherly, *Marty*
Wasco County Public Works Director

Re: Permit Ordinance – Permit Fees

2705 EAST 2ND STREET
THE DALLES, OR 97058-4097

541-506-2640
FAX-506-2641

BACKGROUND:

Section 12 of the “Wasco County Permit Ordinance General Provisions” identifies permit regulations and classifications and Section 13 identifies permit fees. (Ordinance & Regulations can be found on: Computer > shared (\\wc-homer) (S) > permits.)

All permits issued shall be classified under one of the following headings:

- (A) Cattle Guard Permit
- (B) Operations / Special Events Permit
- (C) Road Approach Permit
- (D) Road Encroachment Permit
- (E) Road Improvement Permit
- (F) Utility Permit

Currently, Wasco County does not charge a fee for these permits.

The Utility, Road Approach and Operations / Special Events Permits are the most requested and processed permits. The other three are very seldom applied for.

Utility Permit:

Per ORS 758.010, counties cannot charge for utility permits. However, Counties can charge a fee to recover the costs of processing and inspecting the other permits.

Road Approach permit:

On or around 2002, we made arrangements with the Planning Department to have land use applicants verify that they have an approved approach permit on file for any existing or new approaches onto county or public roads. The intent of this action was safety driven. We have many unpermitted approaches in the county. Thus, this arrangement is the reason why approach permits are the highest number of permits we issue annually.

Operations / Special Events Permit:

An example of an "Operation Permits" would be a farm related activity on or across a county or public road which is generally short term use. We seldom issue Operations permits.

However, "Special Event Permits" is different and becoming more popular. We are averaging more than 10 events a year. Most are fundraising events such as bicycling events, triathlons' and walking/running events. Some are races and some are not. On an average, these permits require 1 to 3 hours of staff time.

New to Special Events.....Motor Vehicle Road Rally:

In 2010 we received a request to permit a motor vehicle road rally. This request required us to revise our general permit conditions to accommodate a high speed car race on rural county roads. Approving the roads and spectator sites took many hours. The Road Department recorded more than 200 hours administering this particular permit. Total cost to Wasco County was more than \$10,700.

In 2011 the same rally group returned and made changes to certain situations and operations. Again, working through the changes and approving submittals took many hours. In addition, there was a thunderstorm during the event which caused many problems. The Road Department recorded more than 110 hours administering the 2011 event. Total cost to Wasco County was more than \$6,000.

In 2012 the rally group requested the same operations as the 2011 event. This decision reduced the road department time for review and approval. And, the permit conditions were administrated properly by the rally group (no thunderstorm). Total cost to Wasco County was more than \$2,500.

RECOMMENDATION:

I recommend that Wasco County charge a fee to recover the costs to process and inspect a "Motor Vehicle Road Rally" (Operations/Special events Permit). The fee total would be actual costs for administering the permit.

The procedure to determine the fee would be to charge an initial deposit of \$500. Track staff time for processing the permit, inspect the event for compliance to permit conditions and inspect and approve road repairs after the event. When the permit is complete we would then bill for actual costs. Thus, we would either refund any remaining money or send a bill of the costs that exceeded the deposit.

I recommend that Wasco County continues not charging a fee to the following permits:

Cattleguards, road approach, road encroachment, road improvement and utility permits.



WASCO COUNTY

County Clerk

Suite 201
511 Washington Street
The Dalles, Oregon 97058
(541) 506-2530
Fax (541) 506-2531

Linda Brown
County Clerk

Angela Krause
Chief Deputy County Clerk

David McGaughey
Elections / BOPTA

March 7, 2012

To: Board of County Commissioners

From: Linda Brown, County Clerk

Re: Fee to Offset Cost of Unfunded Fee Collection Service-FY 2012-2013

Request:

Adopt a fee of \$1 per document assessed the Affordable Housing fee of \$15 for the fee collection services provided by the county on behalf of the Oregon Housing and Community Services Department, as required by ORS 205.323 (1)(c). **The \$1 fee shall be deposited into General Fund Clerk's Fees (101.15.5115.411.124)**

Background:

With the passage of HB 2436, (2009 Legislature) requires the County Clerk to collect a fee of \$15.00 on behalf of the Oregon Housing and Community Services Department on only certain recorded instruments.

The County Clerk then transfer all fees collected to the County Treasurer. The fee must be deposited in the Assessment and Taxation Funds of the county. The County Treasurer is then required to pay over moneys in the Assessment and Taxation Fund to the State Treasurer for deposit into specified account of the Oregon Department of Revenue and Housing and Community Services Department.

The Oregon Association of Counties and County Clerk's requested, without success that the Oregon State Legislature and sponsors of the bill allow counties a portion of the fees collected for the new housing-related fee as is allowed on a previously established recording fee deposited in the County Assessment and Taxation Fund authorized under ORS 205.320(18).

ORS 205.320(18) states *"Notwithstanding any other law, five percent of any fee or tax that is not collected for the benefit of the county clerk shall be deducted from the fee or tax. The moneys deducted shall be expended for acquiring storage and retrieval systems, payment of expenses incurred in collecting the fee or tax and maintaining and restoring records as authorized by the county clerk. Moneys collected under this subsection shall be deposited in a county clerk records fund established by the county governing body."*

ORS 205.320(9), states that the county can implement a fee, *"For any service the clerk may be required or authorized to perform and for which no fee is provided by law, such fees as may favorably compare with those established by this section for similar services as may be established by order or rule of the county court or board of commissioners."*

Recording Fees background:

Recording fees are \$56.00 for first page and \$5.00 for each additional page:

Fee breakout:

\$10.00 A&T fee---General Fund gets \$.50; Clerk's Records Fund get \$.50 and \$8.00 goes to State of Oregon

\$1.00 OLIS (Oregon Land Information Systems) all goes to state

\$15.00 GIS---\$14.25 to GIS Fund and \$.75 to Clerk's Records Fund

\$10.00 Land Corner---\$8.00 to Surveyor for Land Corner Preservation Fund; \$1.00 to General Fund; \$1.00 to Clerk's Records Fund

\$5.00---per page recording fee to Clerk's Revenue (General Fund)

\$15.00 Affordable Housing—All money plus interest goes to State. Law was written that counties do not get any of the fee for administering the fund.

Other counties that have added an administrative fee: Jackson \$3.00; Benton \$2.00; Malheur, Tillamook, Deschutes, Klamath, and Crook all charge \$1.00.

To: Wasco County,
Administrative Services

3-12-2012

From: Robert Martin, Community Corrections

Re: Fee Schedule Changes

I am writing this request as per the email dated 2-27-2012, from Kathy McBride, notifying that we submit requested changes to the fee schedule to the Administrative Services office by 3-16-12.

I am requesting the following changes to the fee schedule for our department:

- #7.) The urine analysis fee be broken into two subcategories with the name changed to: "laboratory drug testing fee" and another subcategory called "instant drug testing fee". We now use saliva as part of our drug testing and the name for the charges needs to be broad enough to include this. Additionally we want the flexibility to charge \$7.50 for tests that are tested with an "instant test" and are not sent to the lab. This is a separate charge from laboratory testing, which would remain \$15. The samples are often not sent to the lab if they instant test negative but we still have costs associated with these devices and the disposal of the hazardous wastes. (Note: This change is separate from the "Non-Departmental Drug Screen" item #14).
- #9). The fee for inter-county transfer request processing (Wasco County as the sending county) is currently \$10 and is noted as a "one time fee" in the schedule. It is requested that the "one time fee" portion be deleted as there should be a fee for each such request and the wording is simply confusing. Additionally it is requested that this fee be raised to \$25 for each such retransfer request. There is a regimen of extra paperwork associated with these transfers and they are often not well thought out by clients and often fall flat after we have spent time in filling out all the paperwork and contacting the other county. I believe there is a balance between making it expensive enough to prevent frivolous requests and client needs.
- #10). The fee for "electronic home detention monitoring" is currently \$5.00 per day and it is requested this be increased to a minimum of \$8.00 per day. This will help cover the expenses for equipment rental services associated with the program. Costs for equipment rental have gone up and there are consumables associated with this. This fee does not cover the actual costs to monitor when including staff time, equipment rental, administrative costs, and consumables, however, charging at that level would be beyond the pale for most of our clients to be able to afford. We rely on our grant funding to help subsidize this.

- (New fee) It is requested that a new category of fee be adopted and identified as “Non-departmental electronic monitoring”. This category is regarding cases not assigned to, and supervised by, Wasco County Community Corrections. We have frequently been pressed to provide this service and such clients are not covered in our grant funding. Our IGA with the State of Oregon does not allow grant funds spent on monitoring clients that are not specifically assigned to parole or probation with us. Regardless it is likely that we will eventually be required to take on such a case at some point and it would be advisable to have a fee in place that reflects the expense of such monitoring. Therefore it is requested that another category fee be added and designated “non-departmental electronic monitoring” and be scheduled at a rate of \$55 per day with a one time “set up fee” of \$250. This fee will be required to be paid “up front” prior to monitoring for the month (each month on the program). This fee is significantly above a “regular” case as it can not be subsidized by grant funding from the state.
- #12). Out of state travel permit: It is requested this be increased to \$3.00 (currently \$2.00). This fee has never been raised since inception and the costs associated have risen over time.
- #14). The “Non-departmental Drug Screen fee” is currently \$35 and is charged in the event we are required to obtain a drug screen sample for a person not on parole or probation to Wasco County Community Corrections. It is requested that this fee be raised to \$45. This is a service that we have sometimes been required to do for another entity. The costs associated with this are not subsidized by our state grant as the person is not on supervision to this office and therefore all expenses would come straight out of our “pocket” so to speak. The cost of this service in the community would be far in excess of \$45 (more like \$90 to \$100+). Our expenses include consumables from gloves, disposal containers, and hazardous waste storage and pickup expenses, to the actual lab expenses and the staff time of collecting the sample and reporting lab results to the referring agency. These expenses are not subsidized by our grant and aid from the state and we are prohibited from spending actual grant and aid dollars on non-department clients. This fee increase will help us cover expenses associated with this and is required to be paid up front.

Please contact me if you have any questions regarding this request.

Sincerely,

Robert V. Martin, Director
Community Corrections
Wasco County
421 E. 7th Street (Annex B)
The Dalles, OR 97058
(541) 506-2570

**NORTH CENTRAL PUBLIC HEALTH DISTRICT
ENVIRONMENTAL HEALTH SECTION
FEE SCHEDULE**

ON-SITE SEWAGE DISPOSAL SYSTEMS

A. New Site Evaluation:

Single Family Dwelling.....	\$475
Commercial Facility System Evaluations Authorized by DEQ to Contract County:	
1) For first one thousand (1,000) gallons projected daily sewage flow	\$500
2) For each five hundred (500) gallons or part thereof above 1,000 gallons but less than 2,500 gallons	\$153

B. Construction-Installation Permit:

a. For first 1,000 gallon projected daily sewage flow:	
Standard On-Site System.....	\$495
Alternative System:	
Aerobic System.....	\$1010
Capping Fill.....	\$877
Disposal Trenches in Sapolite.....	\$510
Gray Water Waste Disposal Sump...	\$285
Pressure Distribution.....	\$867
Redundant.....	\$615
Sand Filter.....	\$1010
Seepage Trench.....	\$560
Steep Slope.....	\$560
Tile Dewatering.....	\$1010
Alternative Treatment Technologies (Future)	\$1010

With the exception of sand filters and pressure distribution systems, a \$40 fee may be added to all permits that specify the use of a pump or dosing siphon.

Permit Transfer, Reinstatement or Renewal:

If Field Visit Required.....	\$255
No Field Visit Required.....	\$102

- b. For systems with projected daily sewage flows greater than 1,000 gallons, the construction installation permit fee shall be equal to the fee required in (B) (a) plus \$60 for each 500 gallons or part thereof above 1,000 gallons.

Alteration Permit:	
Major.....	\$390
Minor.....	\$180
Repair Permit:	
Single Family Dwelling:	
Major.....	\$325
Minor.....	\$130
Authorization Notice:	
If Field Visit Required.....	\$285
No Field Visit Required.....	\$135
Annual Evaluation of Alternative System (where required)	\$275
Renewal of Hardship Authorization for Temporary Dwelling	
If Field Visit Required.....	\$275
No Field Visit Required.....	\$185
Existing System Evaluation Report.....	\$285
Site Evaluation or permitting of any commercial facility system delegated to county shall follow same fee schedule as the Department of Environmental Quality.	

Plan Review fee for commercial facility systems greater than 600gpd would be \$360 up to 1,000gpd then an extra \$60 for each 500 gallons or part thereof above 1,000gpd up to 2,500 gallons.

Pumper Truck Inspection:	
First Vehicle, Each Inspection.....	\$110
Each Additional Vehicle, Each Inspection...	\$75

Refunds:
A refund may be made of all or a portion of a fee accompanying an application if the applicant withdraws the application before any field work or other substantial review of the application has been done.

Annual Report Evaluation Fee Holding Tank.....	\$60
--	------

Each of the above fees includes a **\$60** DEQ surcharge that will be forwarded to the State Department of Environmental Quality.

Record Search, if not part of an onsite application and exceeds 15 minutes (Flat Rate).....	\$30
Field Consultation Fee.....	\$60/hr. (1 hr. min)

North Central Public Health District

Licensed Facility Fee Schedule

FOOD SERVICE FEES:*

Full service restaurant fees based on seating criteria:

0 - 15 Seats.....	\$472
16 - 50 Seats.....	\$530
51 - 150 Seats.....	\$605
> 150 Seats.....	\$675

Bed & Breakfast.....	\$205
Limited Service Restaurant.....	\$268
Commissary.....	\$337
Mobile unit.....	\$320
Warehouse.....	\$135

Vending Machines (by # of machines):

1 - 10	\$ 38	101 - 250 ...	\$471
11 - 20	\$ 69	251 - 500 ...	\$745
21 - 30	\$102	501 - 750 ...	\$1012
31 - 40	\$134	751 - 1000 ...	\$1242
41 - 50	\$166	1001 - 1500 ..	\$1618
51 - 75	\$204	1500	\$2025
76 - 100	\$268		

*A license expires annually on Dec. 31. To reinstate a license after the Dec. 31 expiration, the applicant must pay a reinstatement fee of \$100 in addition to the license fee required. The reinstatement fee shall increase by an additional \$100 on the first day of each succeeding month until the license is reinstated.

TEMPORARY RESTAURANT LICENSES:

One Day Events... \$50	Two or More Days Events...\$70
If NOT received at least four days prior to event-	
One Day Events... \$70	Two or More Days Events... \$120

Operation Review for 30 day Intermittent or 90 day Seasonal..... \$30
 Reinspection Fee for Intermittent or Seasonal Temporary Restaurant....\$70

PLAN REVIEW FEES FOR FOOD SERVICE:

For Initial Construction:

Full Service Restaurant	\$325
Bed & Breakfast	\$ 97
Limited Service Restaurant	\$ 97
Commissary	\$163
Mobile Unit	\$112
Warehouse	\$ 66

For Remodeling:

Full Service Restaurant	\$130
All Other food Facilities	\$70

OTHER FOOD SERVICE FEES:

Mobile Inspection Fee -	
(For units licensed through other jurisdictions)	\$ 25 per inspection
Quarterly Inspection Fee - (A result of getting a score of less than 70 on 2 consecutive, unannounced semi-annual inspections)	\$205 per inspection
Hard Copy of Food Sanitation Rules	\$ 5 per copy

TOURIST FACILITY FEES:**

Bed & Breakfast.....	\$ 85
Travelers Accommodation.....	\$ 90
Organizational Camp 0 to 300 campers.....	\$300
301 to 600 campers	\$400
601 + campers.....	\$1700
Picnic Park.....	\$ 85

Recreation Park:

Base Fee.....	\$90 plus
	\$2.75 per space for 1 - 50 RV spaces, plus
	\$2.00 per space for 51 - 100 RV spaces, plus
	\$1.35 per space for >100 RV spaces

**Facilities that renew later than January 15 will be assessed a penalty fee of 50% of the original fee, and another 50% on the first day of each successive month of delinquency.

SWIMMING POOL & SPA FEES:

First Pool/Spa.....	\$195
Additional Pool/Spa.....	\$117
Plan Review Fees for Pools & Spas.....	\$388

UNLICENSED FACILITIES:

School (food service inspection)	\$ 90
Daycare Inspection.....	\$ 90
Institutional Inspection (Jail, Nursing Home, etc.)... \$ 90	

ALL FACILITIES:

A \$50 fee (per inspection) will be charged for any facility requiring more than two reinspections, following a regular inspection.



Kathy White <kathyw@co.wasco.or.us>

Fee Hearing

Chad Krause <chadk@co.wasco.or.us>
To: Kathy White <kathyw@co.wasco.or.us>
Cc: Tyler Stone <tylers@co.wasco.or.us>

Mon, May 7, 2012 at 8:38 AM

The Handling fee/credit card transaction of \$2.50 needs to be eliminated.

As I understand it from Tyler, we won't be collecting for the dog licenses after June 30 (Home at Last will), so we'll be dropping those PayPal/Visa transactions.

And, when we get up and running with countywide credit card acceptance (in the next month, or so), WE won't charge any fee (the card processing company will). THEY will have their own fee disclosure...but Wasco County won't assess any fee. Chad.

Chad Krause

Wasco County Treasurer

541-506-2772

ChadK@co.wasco.or.us

From: Kathy White [mailto:kathyw@co.wasco.or.us]
Sent: Monday, May 07, 2012 5:27 AM
To: All Users
Subject: Fee Hearing

[Quoted text hidden]

2012 Fee Amendment Requests

May 16, 2012

A decorative graphic consisting of several horizontal lines of varying lengths and colors (teal, white, and light blue) extending from the right side of the slide towards the center.

Youth Services

- **New Fees**

- Completing & Filing Expunctions

\$60.00

Public Works

- **New Fees**
 - Process and Inspect Motor Vehicle Road Rally
\$500.00 Deposit – Billing for Actual Costs

County Clerk

- **New Fees**
 - Affordable Housing Fee Document Assessment
 - Administrative Fee - **\$1.00** per Document

Public Health - Environmental Health

- **New Fees**

- Alternative Treatment Technologies (Future)

- Fee \$1010.00

- Renewal of Hardship Authorization for Temporary Dwelling

- If Field Visit Required \$ 275.00

- No Field Visit Required \$ 185.00

- Plan Review Fee

- For commercial Facility systems greater than 600gpd \$ 360.00

- For commercial Facility over 1,000gpd \$ 360.00 plus
\$60.00 extra for each 500 gallons or part thereof above
1,000gpd up to 2,500 gallons.

Public Health - Licensed Facility

- **New Fees**

- Operation Review for 30 day Intermittent or 90 day Seasonal **\$30.00**
- Re-inspection Fee for Intermittent or Seasonal Temporary Restaurant **\$70.00**

Agenda Item
Extended Abatement Agreement

- [CC S R Enterprise Zone, Phytotechnology, ext
abtment, 10.24.11](#)
- [Columbia Phytotechnology LLC, Entreprise Zone
Extended Abatement Agreement 4.1.2012A](#)
- [City of the Dalles Resolution 12-005](#)
- [County Resolution 12-007](#)



DRAFT - DRAFT - DRAFT - DRAFT

AGENDA STAFF REPORT

Meeting Date	Agenda Location	Agenda Report #

TO: Honorable Mayor and City Council

FROM: Dan Durow; Enterprise Zone Manager, and Community Development Director

THRU: Nolan K. Young, City Manager

DATE: June 23, 2012

ISSUE: Decision on the Enterprise Zone, (4) four or (5) five-year “extended abatement” for **Columbia Phytotechnology, LLC**, 250 Steelhead way, The Dalles, Oregon, 97058.

BACKGROUND: Columbia Phytotechnology has applied for an “extended abatement” period of five (5) years under the Enterprise Zone program. The standard three-year abatement period can be extended to four or five years if certain qualifications are met and with the approval of the zone sponsors; City of The Dalles and Wasco County. Beside all the regular qualifications, during each of the five years starting with the first year of qualification, the average annual compensation for new employees must be at least 150 percent of the county average wage. The 2010 Wasco County average annual payroll rate (latest available) is \$31,311.77, of which 150 percent equals \$46,967.65.

The zone sponsors can require additional local requirements for the additional 4th and 5th years. The Oregon Revised Statutes (ORS’s) and the Oregon Administrative rules (OAR’s) provide the guidelines by which these additional requirements can be placed on the applicant. One important provision is that the sponsor must be consistent with all businesses in its application of the additional requirements as well as the pattern of approving or not approving the extended abatement period. However, the requirements may be differentiated among relevant business firms; for example, the size of the investment or the firm’s type of industry. The differentiation must be based upon definable characteristics, consistently used, and explicated in terms of a public purpose.

The City and County did approve one, five-year extended abatement agreement in the first ten-year Enterprise Zone Designation from 1986 to 1996, which was for Northwest Aluminum Specialties. In the second ten-year Enterprise Zone Designation from 1996 to 2007, there was again one business approved for a five-year extended abatement agreement, which was Homeshield Corporation. However, Homeshield Corporation was not able to qualify for the additional 4th and 5th years because they did not meet the 150 percent wage requirement in the first year of the exemption. They did qualify for, and took advantage of, the standard 3-year exemption.

Design LLC, was approved under a different category of extended abatement called “long-term”, which is a 7 to 15-year abatement period. In the agreement with Design LLC, they are required to contribute annually for all fifteen years to support local institutions and projects. Although the Design LLC development is unusual and the firm is clearly definable and different from Northwest Aluminum Specialties and Homeshield Corporation, it does indicate that some requirement for supporting community needs would be fair and equitable.

After the Columbia Phytotechnology, LLC application was received, a few City and County staff and elected representatives met to discuss a suggested policy of additional requirements for extended abatements. This was done in order to give the Enterprise Zone Manager some direction as to what would be acceptable for a standard approach to this and future extended abatement agreements. School District 21 was also invited to participate but was unable to be at the initial meeting. The school district’s superintendent did submit comments later through emails and phone calls. There was general agreement on this approach. During the City and County Enterprise Zone Designation application process, SD-21 asked that they be included in any negotiations when a business is asking for an extended abatement. This requirement was then added to the E.Z. Designation Order from the State.

Any “cash contribution” provided by a business through the Agreement would be divided equally between the City and County. This money would be discretionary and could be spent as provided for in the Agreement. In addition, the City and County could spend it on goods or services provided by another taxing district.

The following table **and chart (TO BE ADDED)** of Tax Savings and Cash Contribution for the additional 4th and/or 5th years shows what the suggested direction was for any future extended exemptions agreements. This suggested policy approach is for general discussion and is open to further review and revision by the full governing bodies. Once a policy approach is agreed to, it will be used for any future “extended abatement” agreements. The County Commission and City Council as sponsors will need to approve the Agreement and pass a resolution containing the identical requirements.

	Tax Savings Per Year	Total Cash Contribution Per Year
Tax Savings for each of years 4 and 5	\$0.00 to \$29,999	15 percent of tax savings
	\$30,000 to \$69,999	20 percent of tax savings
	\$70,000 to \$119,999	25 percent of tax savings
	\$120,000 to \$189,999	30 percent of tax savings
	\$190,000 to \$299,999	35 percent of tax savings
	\$300,000 to \$489,999	40 percent of tax savings
	\$490,000 to \$unlimited	45 percent of tax savings

BUDGET IMPLICATIONS: The Enterprise Zone program is intended to be another tool to encourage economic development and jobs. Allowing an additional two years of tax exemption does provide greater incentive for those businesses that pay higher wages to expand or locate in Wasco County. Budget impacts will depend on the value of investments for each business.

RECOMMENDATION:

Approve **Resolution No. 12-005 (CITY RES NO.)**, approving the proposed Extended Abatement Agreement with Columbia Phytotechnology, LLC, for (5) five years, and recommend approval to the Wasco County Commission.

Suggested motion: ...move to approve **Resolution No. 12-005(CITY RES NO.)**, approving the Extended Abatement Agreement with Columbia Phytotechnology, LLC for (5) five years, and to recommend approval of this Agreement by the Wasco County Commission.

ALTERNATIVES:

1. Approve the Agreement with Columbia Phytotechnology, LLC for a (4) four-year extended tax abatement period and recommend that the County Commission approve the same. If this is the course of action, then the standard approach to any future requests would be to only allow a 4th year.
2. Allow only the regular exemption period of three (3) years.
3. Modify the proposed Agreement in some other way and recommend that the County Commission approve the modified agreement.

- DRAFT -- APRIL 2012 --

THE DALLES/WASCO COUNTY ENTERPRISE ZONE III

EXTENDED ABATEMENT AGREEMENT

WITH

COLUMBIA PHYTOTECHNOLOGY, LLC
AKA, POWDERPURE

WRITTEN AGREEMENT WITH THE SPONSORS OF THE DALLES/WASCO COUNTY ENTERPRISE ZONE III AND COLUMBIA PHYTOTECHNOLOGY LLC, TO EXTEND PROPERTY TAX EXEMPTION TO FIVE (5) CONSECUTIVE YEARS IN TOTAL FOR CAPITAL INVESTMENT AND JOB CREATION.

The sponsors of The Dalles/Wasco County Enterprise Zone III comprising the governing bodies of the City of The Dalles and Wasco County, Oregon, hereinafter the "Zone Sponsors" and Columbia Phytotechnology, LLC, hereinafter the "Firm" do hereby enter into the Columbia Phytotechnology, LLC, Extended Abatement Agreement, hereinafter the "Agreement"; an agreement for extending the period of time in which the Firm shall receive an exemption on its proposed investments in qualified property in The Dalles/Wasco County Enterprise Zone III contingent on certain special requirements, under ORS 285C.160.

The Zone Sponsors and the Firm jointly acknowledge that, subject to approval of the application for authorization submitted on September 12, 2011, and the satisfaction of other requirements under ORS 285C.050 to 285C.250, the Firm is eligible for three years of complete exemption on its qualified property; that nothing in this Agreement shall modify or infringe on this three-year exemption or the requirements thereof, and that this Agreement becomes null and void if the Firm does not qualify for these three years of the exemption.

The Zone Sponsors extend the Firm's property tax exemption an additional two (2) years on all property that initially qualifies in The Dalles/Wasco County Enterprise Zone III in the assessment year beginning on January 1, 2013, and thereby sets a total period of exemption of five (5) consecutive years during which statutory requirements for the standard three-year enterprise zone exemption must also be satisfied and maintained.

CONFIRMATION OF STATUTORY PROVISIONS

In order to receive the additional two (2) years of enterprise zone exemption granted

herein, the Firm agrees herewith under 285C.160(3)(a)(A) that for each year of the entire five-year exemption period, all of the Firm’s new employees shall receive an average level of compensation equal to or greater than 150 percent of the county average annual wage, in accordance with the specific definitions and guidelines in Oregon Administrative Rules (OAR), Chapter 123, Division 65 (123-065-41), which provides that:

1. Such compensation may include non-mandatory benefits that can be monetized;
2. The county average annual wage is set at the time of authorization, except as pursuant to ORS 285C.160(4), according to the 2010 Wasco County average annual payroll rate of \$31,311.77, of which 150 percent equals **\$46,967.65**.
3. Only employees working at jobs filled for the first time after the application for authorization but by December 31st of the first full year of the initial exemption and performed within the current boundaries of The Dalles/Wasco County Enterprise Zone III are counted; and
4. Only full-time, year-round and non-temporary employees engaged a majority of their time in the Firm’s eligible operations consistent with ORS 285C.135 & 285C.200(3) are counted, regardless if such employees are leased, contracted for or otherwise obtained through an external agency or are employed directly by The Firm.

LOCAL ADDITIONAL REQUIREMENTS

For the Firm to receive the additional two (2) years of enterprise zone exemption granted herein, the Zone Sponsors and the Firm agree that the Firm shall do the following, in addition to statutory requirements, as reasonably requested by the Zone Sponsors under ORS 285C.160(a)(B):

In the fourth and fifth calendar years of the extended exemption period and prior to December 1st of those fourth and fifth years, the Firm shall contribute to the Zone Sponsors a cash contribution calculated from the table below, which shall be split equally between the City and County. The cash contributions will be used by the Zone Sponsors to support public infrastructure, economic development, and/or public services.

Tax Savings for each of years 4 and 5	Tax Savings Per Year	Total Cash Contribution Per Year
	\$0.00 to \$29,999	15 percent of tax savings
	\$30,000 to \$69,999	20 percent of tax savings
	\$70,000 to \$119,999	25 percent of tax savings
	\$120,000 to \$189,999	30 percent of tax savings
	\$190,000 to \$299,999	35 percent of tax savings
	\$300,000 to \$489,999	40 percent of tax savings
	\$490,000 to \$unlimited	45 percent of tax savings

ACCEPTING FOR THE SPONSORS

City of The Dalles
James L. Wilcox, Mayor

Signature Dated, _____, 2012

Wasco County Commission
Rod Runyon , Commission Chair

Signature Dated, _____, 2012

ACCEPTING FOR COLUMBIA PHYTOTECHNOLOGY, LLC

_____, Owner

Title: _____

Signature Dated, _____, 2012

RESOLUTION No. 12-005 (CITY RES NO,)

**A RESOLUTION APPROVING THE ENTERPRISE ZONE TAX ABATEMENT
AGREEMENT BETWEEN THE SPONSORS OF THE DALLES/WASCO
COUNTY ENTERPRISE ZONE III AND COLUMBIA
PHYTOTECHNOLOGY, LLC:
AND ESTABLISHING A GENERAL POLICY FOR FUTURE EXTENDED
ABATEMENT AGREEMENTS.
DRAFT – DRAFT – DRAFT**

WHEREAS, the Oregon Legislative Assembly has adopted the provisions of ORS 285C.050 to 285C.250 to provide tax incentives to certified business firms that invest in a qualifying facility located within a non-urban enterprise zone in a county with chronically low income or chronic unemployment: and

WHEREAS, the City of The Dalles and Wasco County jointly sponsor a non-urban enterprise zone known as The Dalles/Wasco County Enterprise Zone III; and

WHEREAS, Columbia Phytotechnology proposes to make investments in a production facility and to operate said production facility on real property located inside The Dalles/Wasco County Enterprise Zone III, which will employ a number of persons that will be compensated on average at a rate of at least 1.5 times that of the County average annual wage; and

WHEREAS, to facilitate the investment in the production facility by Columbia Phytotechnology within The Dalles/Wasco County Enterprise Zone III, it is necessary for a written Agreement between Columbia Phytotechnology and the City of The Dalles and Wasco County to be executed, and for the governing bodies of the City and County to adopt resolutions approving the property tax exemption for Columbia Phytotechnology; and

WHEREAS, the City Council(**COUNTY COMMISSIONERS**) has reviewed the terms of the proposed Enterprise Zone Tax Abatement Agreement between the City of The Dalles, Wasco County, and Columbia Phytotechnology, and the City Council finds that approval of the Agreement is in the best interests of the citizens of The Dalles; and

WHEREAS, in adopting this resolution, the City Council(**COUNTY COMMISSIONERS**) is establishing the following as a general policy for any future “extended abatement” agreements with similar businesses that meet the qualifications for the tax exemption for the 4th and 5th years:

In the fourth and fifth calendar years of the extended abatement period and prior to December 31st of those fourth and fifth years, a qualifying firm shall contribute to the Zone Sponsors a cash contribution calculated from the table below, which shall be split equally between the Zone Sponsors. The cash contributions will be used by the Zone Sponsors to support public infrastructure, economic development, and/or public services.

Tax Savings for each of years 4 and 5	Tax Savings Per Year	Total Cash Contribution Per Year
	\$0.00 to \$29,999	15 percent of tax savings
	\$30,000 to \$69,999	20 percent of tax savings
	\$70,000 to \$119,999	25 percent of tax savings
	\$120,000 to \$189,999	30 percent of tax savings
	\$190,000 to \$299,999	35 percent of tax savings
	\$300,000 to \$489,999	40 percent of tax savings
	\$490,000 to \$unlimited	45 percent of tax savings

NOW, THEREFORE, THE CITY COUNCIL (COUNTY COMMISSIONERS) OF THE CITY OF THE DALLES RESOLVES AS FOLLOWS:

Section 1. Agreement Approved. The City Council (COUNTY COMMISSIONERS) hereby approves the Enterprise Zone Tax Abatement Agreement between the City of The Dalles, Wasco County, and Columbia Phytotechnology. The City Manager is authorized to execute the agreement on behalf of the City.

Section 2. Policy Established. The City Council (COUNTY COMMISSIONERS) hereby establishes the general policy of requiring cash contributions from qualifying firms for extended abatements in the amounts calculated from the table above.

Section 3. Effective Date. This Resolution shall be considered effective as of May 14, 2012.

PASSED AND ADOPTED THIS 14TH DAY OF MAY, 2012.

Voting Yes, Councilors (COUNTY COMMISSIONERS):

Voting No, Councilors:

Abstaining, Councilors:

Absent, Councilors:

AND APPROVED BY THE MAYOR (COUNTY COMMISSIONERS) THIS 14TH DAY OF MAY, 2012.

James L. Wilcox, Mayor (COUNTY COMMISSIONERS)

Attest:

Julie Krueger, MMC, City Clerk (**COUNTY**)

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

APPROVING THE ENTERPRISE ZONE)
TAX ABATEMENT AGREEMENT BETWEEN)
THE SPONSORS OF THE DALLES/WASCO)
COUNTY ENTERPRISE ZONE III AND) RESOLUTION #12-007
COLUMBIA PHYTOTECHNOLOGY, LLC AND)
ESTABLISHING A GENERAL POLICY FOR)
FUTURE EXTENDED ABATEMENT AGREEMENTS)

Whereas, the Oregon Legislative Assembly has adopted the provisions of ORS 285C.050 to 285C.250 to provide tax incentives to certified business firms that invest in a qualifying facility located within a non-urban enterprise zone in a county with chronically low income or chronic unemployment: and

WHEREAS, the City of The Dalles and Wasco County jointly sponsor a non-urban enterprise zone known as The Dalles/Wasco County Enterprise Zone III; and

WHEREAS, Columbia Phytotechnology proposes to make investments in a production facility and to operate said production facility on real property located inside The Dalles/Wasco County Enterprise Zone III, which will employ a number of persons that will be compensated on average at a rate of at least 1.5 times that of the County average annual wage; and

WHEREAS, to facilitate the investment in the production facility by Columbia Phytotechnology within The Dalles/Wasco County Enterprise Zone III, it is necessary for a written Agreement between Columbia Phytotechnology and the City of The Dalles and Wasco County to be executed, and for the governing

1 bodies of the City and County to adopt resolutions approving the property tax
2 exemption for Columbia Phytotechnology; and

3 WHEREAS, the County Commissioners have reviewed the terms of the
4 proposed Enterprise Zone Tax Abatement Agreement between the City of The
5 Dalles, Wasco County, and Columbia Phytotechnology, and the City Council
6 finds that approval of the Agreement is in the best interests of the citizens of The
7 Dalles; and

8 WHEREAS, in adopting this resolution, the County Commissioners are
9 establishing the following as a general policy for any future “extended abatement”
10 agreements with similar businesses that meet the qualifications for the tax
11 exemption for the 4th and 5th years:

12 *In the fourth and fifth calendar years of the extended abatement*
13 *period and prior to December 31st of those fourth and fifth years, a qualifying firm*
14 *shall contribute to the Zone Sponsors a cash contribution calculated from the*
15 *table below, which shall be split equally between the Zone Sponsors. The cash*
16 *contributions will be used by the Zone Sponsors to support public infrastructure,*
17 *economic development, and/or public services.*

	Tax Savings Per Year	Total Cash Contribution Per Year
Tax Savings	\$0.00 to \$29,999	15 percent of tax savings
for each of years	\$30,000 to \$69,999	20 percent of tax savings
4 and 5	\$70,000 to \$119,999	25 percent of tax savings
	\$120,000 to \$189,999	30 percent of tax savings
	\$190,000 to \$299,999	35 percent of tax savings
	\$300,000 to \$489,999	40 percent of tax savings
	\$490,000 to \$unlimited	45 percent of tax savings

1 NOW, THEREFORE, THE BE IT HEREBY RESOLVED: The County
2 Governing Body hereby approves the Enterprise Zone Tax Abatement
3 Agreement between the City of The Dalles, Wasco County, and Columbia
4 Phytotechnology. The City Manager is authorized to execute the agreement on
5 behalf of the City.

6 IT IS HEREBY FURTHER RESOLVED: The County Governing Body
7 hereby establishes the general policy of requiring cash contributions from
8 qualifying firms for extended abatements in the amounts calculated from the
9 table above.

10 IT IS HEREBY FURTHER RESOLVED: The County Governing Body This
11 Resolution shall be considered effective as of May 14, 2012.

12
13 DATED this 3rd day of May, 2012

14
15 WASCO COUNTY BOARD
16 OF COMMISSIONERS

17
18 _____
19 Rod Runyon, Chair of Commission

20 APPROVED AS TO FORM:

21 _____
22 Eric J. Nisley
23 Wasco County District Attorney

24 _____
25 Sherry Holliday, Commissioner

Scott Hege, Commissioner

Agenda Item
US Forest Service Funding and Cooperative Agreement

- [Cooperative Enforcement Agreement](#)
- [Exhibit A – Annual Operating & Financial Plan](#)



COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
Wasco County Sheriff's Department
And The
USDA, FOREST SERVICE
Mt. Hood National Forest

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Wasco County Sheriff's Department, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Mt. Hood National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System Lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Wasco County Cooperator Law Enforcement Agreement

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.



- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV.J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse the Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest



Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

Submit original invoice(s) for payment to:

USDA, Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894
E-Mail: asc_ga@fs.fed.us

Send copy to:

Andy Coriell, Patrol Captain
U.S. Forest Service
Northern Oregon Zone
16400 Champion Way
Sandy, OR 97055
Phone: 503-668-1789
E-Mail: acoriell@fs.fed.us

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Rick Eiesland, Sheriff Address: 511 Washington Street Suite 102 City, State, Zip: The Dalles, OR 97058 Telephone: 541-506-2580 FAX: 541-506-2581 Email: ricke@co.wasco.or.us	Name: Brenda Borders Address: 511 Washington Street., Suite 102 City, State, Zip: The Dalles, OR 97058 Telephone: 541-506-2586 FAX: 541-506-2581 Email: brendab@co.wasco.or.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Andy Coriell, Patrol Captain Address: 16400 Champion Way City, State, Zip: Sandy, OR 97055 Telephone: 503-668-1789 FAX: 503-668-1738 Email: acoriell@fs.fed.us	Name: Maria Grevstad Address: 16400 Champion Way City, State, Zip: Sandy, OR 97055 Telephone: 503-668-1625 FAX: 503-688-1771 Email: mgrevstad@fs.fed.us



- C. This agreement has no effect upon the Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- D. An Annual Operating Plan will be negotiated on a fiscal year basis. At the end of the fiscal year, funds not spent may be carried forward to the next fiscal year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, (*see related Provision IV-W*) funds not spent will be deobligated.
- E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:
1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
 2. Specific beginning and ending dates.
 3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
 4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
 5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
 6. Billing frequency requirement(s). *See related Provisions II-H and III-B*
 7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
 8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.
- G. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.



- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- I. The Cooperator's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.
- K. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

When the U.S. Forest service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; the Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. The Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.

- L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement the Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life



of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.

- M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of the Cooperator's purchase of equipment or supplies.
- N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the Cooperator in excess of the amount to which the Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
1. Making an administrative offset against other requests for reimbursements.
 2. Withholding advance payments otherwise due to the Cooperator.
 3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

- P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- R. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- S. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text



Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

T. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

U. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through 30 September 2017.

V. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

RICK EIESLAND, Sheriff
Wasco County
Date

Wasco County Commissioner
Date

Wasco County Commissioner
Date

Wasco County Commissioner
Date

CHRIS WORTH, Forest Supervisor
U.S. Forest Service, Mt. Hood National Forest
Date

BARB SEVERSON
Special Agent in Charge
Pacific Northwest Region
Date



The authority and format of this agreement have been reviewed and approved for signature.

JANELLE GEDDES (12LE11060600010)
U.S. Forest Service Grants & Agreements Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN**

**Between The
WASCO COUNTY SHERIFF'S DEPARTMENT**

**And the
USDA, FOREST SERVICE
MT. HOOD NATIONAL FOREST**

2012 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Wasco County Sheriff's Department, hereinafter referred to as the "Cooperator", and the USDA, Forest Service, Mt. Hood National Forest, hereinafter referred to as the "U.S. Forest Service", under the provisions of Cooperative Law Enforcement Agreement # 12-LE-110606-010 executed on _____, 2012. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning January 1, 2012, through December 31, 2012.

Previous Year Carry-over: NA

Fiscal Year Obligation: \$20,750.00

FY 2012 Total Annual Operating Plan: \$20,750.00

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated, to make or receive requests for special enforcement activities:

Principle Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Rick Eiesland, Sheriff Address: 511 Washington Street Suite 102 City, State, Zip: The Dalles, OR 97058 Telephone: 541-506-2580 FAX: 541-506-2581 Email: ricke@co.wasco.or.us	Name: Brenda Borders Address: 511 Washington Street., Suite 102 City, State, Zip: The Dalles, OR 97058 Telephone: 541-506-2586 FAX: 541-506-2581 Email: brendab@co.wasco.or.us



Principle U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Andy Coriell, Captain Address: 16400 Champion Way City, State, Zip: Sandy, OR 97055 Telephone: 503-668-1789 FAX: 503-668-1738 Email: acoriell@fs.fed.us	Name: Maria Grevstad, Admin Assistant Address: 16400 Champion Way City, State, Zip: Sandy, OR 97055 Telephone: 503-668-1625 FAX: 503-668-1771 Email: mgrevstad@fs.fed.us

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Wages at the prevailing rate of \$46.58 per hour and overtime rate of \$69.87.
 Vehicle use rate of \$90.00 per 10 hour day.

- C. Funds in the amount of **\$20,750.00** are currently available for performance of this instrument through **December 31, 2012**. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond December 31, 2012, until funds are made available to the Forest Service for performance and until the Cooperator receives notice of availability by written modification by the Forest Service.

At the end of the fiscal year, funds not spent may be carried forward to the next fiscal year, or deobligated at the request of the U. S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.

II. PATROL ACTIVITIES:

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

Timely reports and/or information relating to incidents or crimes that have occurred on National Forest System lands should be provided to the U.S. Forest Service as soon as possible.

The primary patrol activities will be during the summer months of May through September; the tour of duty will be ten hours per day on Friday, Saturday and Sunday, and include the national holidays of May 28, 2012, July 4, 2012 and September 3, 2012. Patrol activities may also occur during other months, as funding permits and as agreed to between the Cooperator and U.S. Forest Service. Patrol dates may be varied to address operational needs after mutual agreement between the Cooperator's and the U.S. Forest Service's representatives.

Each tour of duty should begin between 12:00 PM and 4:00 PM and remaining work hours may be varied as agreed to between the Cooperator and U.S. Forest Service.



The assigned Deputies will check in, as practical with the Ranger District Office or U.S. Forest Service Law Enforcement Officer when they begin their tour of duty, in person, by radio or telephone.

During scheduled vacations the cooperator, when possible, provide fill in Deputies for patrol.

The assigned Deputies would be available for other support and assistance as requested by the U.S. Forest Service.

There are patrol related activities, which will impact the Cooperating Deputy's time and will cause them to be away from the patrol route (court, reports, or responding to incidents off National Forest). No adjustment to this plan will be required so long as the activities are held to, not more than 5 percent of the Deputy's scheduled time.

- Patrol in the following campgrounds, developed sites, or dispersed areas:

Clear Lake Campground	Rock Creek Campground
Eightmile Campground	McCubbins Gulch
Frog Lake Picnic Area	Barlow Crossing Campground
Barlow Creek Campground	White River Station Campground
Bear Springs Campground	Clear Creek Campground
Forest Creek Campground	Little Badger Campground
Fifteenmile Campground	Pebble Ford Campground
Knebal Springs Campground	Lower Crossing Campground
Underhill Site	

Patrol routes may be varied at the discretion of the assigned Deputy in order to effectively deal with incidents at other locations as they occur.

Search and rescue within the Mt Hood National Forest, within Wasco County, is the responsibility of the Wasco County Sheriff. The role of the assigned Deputies to this agreement is to take initial action on search and rescue incidents and to coordinate subsequent (short term) activities.

Total reimbursement for this category shall not exceed the amount of \$20,750.00.

III. TRAINING:

See Cooperative Law Enforcement Agreement Provisions IV-K for additional information.

IV. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L and IV-M for additional information.

- A. The Forest Service agrees to reimburse Wasco County for equipment and supplies in an amount not to exceed \$1,000. All purchases must be approved by the Forest Service prior to purchase. Documentation of such purchases shall become part of the Cooperative Agreements' official file.
- B. The Forest Service may loan Wasco County equipment as needed, when mutually agreed. While in possession of Wasco County, maintenance of this equipment shall be the responsibility of the Cooperator and shall be returned in same condition as time of transfer.

**V. SPECIAL ENFORCEMENT SITUATIONS:**

- A.** Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B.** Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will jointly prepare a revised Annual Operating Plan.

1. **Drug Enforcement:** This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

Authorized activities associated with Drug Enforcement will be identified separately on billings supplied by the Cooperator.

2. **Fire Emergency:** During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.
3. **Group Gatherings/Other Situations:** This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

C. Billing Documentation:

The billing for each incident shall include individual employee times and their agreement rate. Such times will be documented on Crew Time Reports, shift tickets or other agreed upon form, and must be approved by incident management personnel.



For billing done using procedures specified in Section V-B-2, original documentation will be maintained by the Forest Service in the appropriate fire documentation boxes or appropriate incident management personnel; the Cooperator will maintain copies of all such documentation.

VI. BILLING:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L and IV-M for additional information.

- A. The Cooperator will submit invoices for reimbursement of services provided under Section II of this agreement monthly or quarterly, at the discretion of the Cooperator.

USDA Forest Service
Albuquerque Service Center
Payments-Grants and Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Invoices may also be faxed to:
1-877-687-4894
FAX coversheet should be addressed to:
USDA Forest Service
ASC – Payments-Grants and Agreements

The Cooperator will prepare an itemized statement for each invoice submitted to the Albuquerque Service Center. The statement will be in sufficient detail to allow the Forest Service to verify expenditures authorized. The itemized statement for reimbursement will also include the following information:

1. Areas patrolled and miles traveled on NFS lands.
2. Person-hours worked in NFS patrol areas.
3. Copies of completed Daily Activity Reports.
4. Copies of invoice submitted.

By execution of this modification, Wasco County certifies that the individuals listed in this document, as representatives of Wasco County, are authorized to act in their respective areas for matters related to this instrument.

The statement should be sent to the following address:

USDA Forest Service, Law Enforcement & Investigations
Northern Oregon Zone
ATTN: Andy Coriell, Captain
16400 Champion Way
Sandy, OR 97055

- B. For reimbursement of services provided under Sections V-B-1 and V-B-3 of this agreement, billing instructions will be specified in the revised Operating Plan.
- C. For reimbursement of services provided under Section V-B-2 of this agreement, the following billing procedure will be used.



Incident management personnel will prepare an Emergency Use Invoice and, upon concurrence of the Cooperator, will submit the invoice for payment along with all required documentation using normal incident business procedures.

The designated representative, IMT official, or a designated forest incident business official, will approve the invoice and submit to the Albuquerque Service Center, Incident Finance, for payment along with a copy of the current Operating Plan.

- D.** Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*



In witness whereof, the parties hereto have executed this Operating Plan as of the last date written below.

RICK EIESLAND, Sheriff
Wasco County

Date

Wasco County Commissioner

Date

Wasco County Commissioner

Date

Wasco County Commissioner

Date

CHRIS WORTH, Forest Supervisor
U.S. Forest Service, Mt. Hood National Forest

Date

BARB SEVERSON
Special Agent in Charge
Pacific Northwest Region

Date

The authority and format of this instrument have been reviewed and approved for signature.
/s/ Janelle Geddes

JANELLE GEDDES (12LE11060600010)
U.S. Forest Service Grants & Agreements Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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Agenda Item
QLife

- [ASR Council County](#)
- [QLife Amendment](#)



AGENDA STAFF REPORT
CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
May 14, 2012	Action Item #	#

TO: Mayor and City Council

FROM: Nolan K. Young, City Manager

DATE: May 1, 2012

ISSUE: Approval of the Fiscal Year 2012-13 QualityLife Intergovernmental Agency Budget

BACKGROUND: Section 2.3.2 of the QualityLife Intergovernmental Agency (QLife) amended Intergovernmental Agreement addresses financial matters of the Agency (copy of section attached). It states that *“Approval of the Annual Budget...require the affirmative authorization of each party to be bound, such authorization to be expressed by Resolution, Ordinance or other binding commitment of the party’s governing body”* Attached is the Budget approved by the QLife Budget Committee will consider the attached budget on May 7, 2012. We will notify the Council of any amendments. Final Board adoption of the Budget is scheduled for the June 21, 2012 QLife Board Meeting.

Section 2.5 of the Agency Agreement (attached) addresses the work scope. The financial policies adopted by the Board are attached (page 4-5 of the budget). The approved Budget fully meets Financial Priorities #1-9. The work scope covered by the Budget includes six areas:

1. Maintenance and Operation of the current looped system, including managing current agreements for maintenance and operation of the system and for administrative services.
2. Making debt payment on loans used to construct the system and connect to the LS Network.
3. Construction of minor line extensions and electronic upgrades to meet the needs of current and future customers.
4. Cash reserve or contingency equal to one month’s customer billing.

5. Creation of a \$140,000 reserve for expansion, modernization, or replacement of the system.
6. Reserve for Debt payments (\$107,340) to complete payment in three years; three years early.

Approval of this Budget by the City Council includes authorization for the QLife Board to proceed with all six areas under the Scope of Work. Approval by Wasco County is also required for this Budget and Scope of Work to be implemented.

BUDGET IMPACT: The QLife Budget does not require any specific financial expenditure by the City of The Dalles. The City is proposed to receive up to \$20,000 for financial, clerical and administrative services and receives \$5,244 for rent of the QLife rooms in City Hall, and \$15,790 from the right of way fees.

COUNCIL ALTERNATIVES:

1. Staff Recommendation: Approve the Fiscal Year 2012-13 QLife Budget and Work Scope as presented.
2. Amend and then approve the QLife Budget.
3. Postpone action on the QLife Budget until June to allow for additional research.

QLife Network

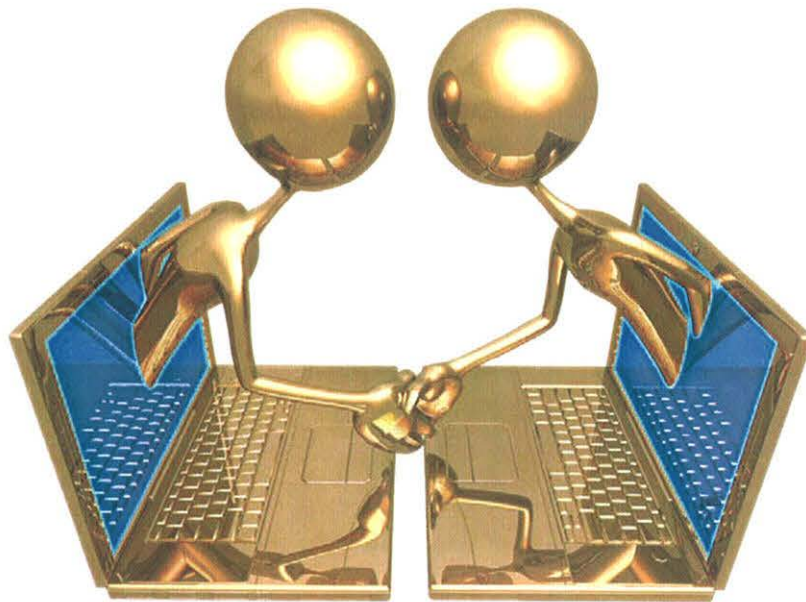
QualityLife Intergovernmental Agency

Fiscal Year 2012-13

PROPOSED BUDGET

of the

QUALITYLIFE INTERGOVERNMENTAL AGENCY



A Partnership of
Wasco County, Oregon
City of The Dalles, Oregon

QUALITYLIFE INTERGOVERNMENTAL AGENCY

Fiscal Year 2012-13

PROPOSED BUDGET

Presented to the QLife Budget Committee
by
Nolan Young, QLife Budget Officer

QLife Agency, Budget Committee Members

Agency Board: President, Dan Ericksen
 Vice President, Dan Spatz
 Secretary/Treasurer, Erick Larson
 Member, Scott Hege
 Member, Brian Ahier

Lay Members: Ken Farner
 David Karlson
 Kenneth Leibham
 Jim Broehl
 Chip Wood

Staff Support

Legal Counsel: Keith Mobley
Administrative: City of The Dalles City Manager, Nolan Young
Finance Director: City of The Dalles, Kate Mast
Secretarial: City of The Dalles, Izetta Grossman

Agency Partners

Wasco County
City of The Dalles

QUALITYLIFE INTERGOVERNMENTAL AGENCY

Proposed Budget FY 2012-13

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QUALITYLIFE INTERGOVERNMENTAL AGENCY

BUDGET MESSAGE FY 2012-13

QLife is an intergovernmental agency, consisting of the City of The Dalles and Wasco County, that is governed by a Board of Directors. QLife provides broadband, ethernet, wide area networks, internet access, and virtual private networks through local internet service providers. The QLife System has been operational since December 2003.

The following narrative explains the proposed budget for the Quality Life Intergovernmental Agency for fiscal year 2012 - 2013. The budget amounts shown here represent two funds: Operating Fund and Capital Fund.

This budget is prepared based on the Financial Priority Policy adopted by the Agency Board for 2012. A list of those Financial Priorities follows this Budget Message. We were able to budget funding for Financial Priorities Items #1 through #9.

I. Fund #1 - Maintenance and Operation - \$629,538: The proposed Maintenance and Operation budget is based on past operations.

A. Resources: This funds revenue primarily comes from customer-generated sources.

1. Beginning Fund Balance (\$50,438) This is our estimated net revenues over expenditures for FY11/12, the current fiscal year. This decrease of \$70,123 from our actual FY11/12 beginning balance is due to larger transfers to the Capital Fund in FY11/12.
2. User Fees (\$526,350) These are the charges to customers to transport data on our fiber to other locations on our system or to the NoaNet Big Eddy Point of Presence (POP), collocation in our equipment room, and for dark fiber leases. The chart of page 9 shows the customer type by use. We are estimating a 2.5% increase in user fees based on current orders.
3. LSN Credits (\$0) This assistance that LSN provided us to retire initial debt based on the customers we provided them ended in FY11/12.
4. Connect Charges (\$2,250) These are the fees that new customers pay to connect to our broadband system.
5. E-Rate Payment (\$40,000) This is the assistance that our education customers receive from a support program. We budget an expenditure of an equal amount: as when we receive this money, we send it to the education agencies.

B. Expenditures:

1. Qlife is a contract operation with six primary operating contracts.
 - a. Administrative Services (\$20,000) The City provides financial, management, and clerical services at actual cost of salary and benefits.
 - b. Contractual Service County (\$7,000) – GIS System support
 - c. Outside Plant Maintenance (\$28,000) - This is for overhead maintenance work that is needed including line repair and pole work mandated by those whose poles we are connected to.
 - d. Legal Services - (\$8,400)
 - e. Network System Management (\$64,000) – QLife has a contract with a consulting firm to provide the following: (Because of increased activity this line item is up \$6,000.)
 - ✓ Technical maintenance of the system and its electronics;
 - ✓ Customer Service issues;
 - ✓ Sign up and connection of new customers;
 - ✓ Coordinate backbone and spur line repairs and manage the line maintenance contract;
 - ✓ Coordinate with LightSpeed Networks on Technical issues;
 - ✓ Report monthly to the QLife Board.
 - f. Engineering Services (\$12,000) – We contract with Erik Orton who has been with us from the beginning of the system for routine engineering and assistance with new customers.
4. Pole Contracts (\$9,000) – for pole contact fees with Northern Wasco County PUD and CenturyLink. This is increased \$1,000 to reflect increased rates from PUD.
5. Electronics Reserve (\$20,000) – This meets Priority #3 of our Financial Priorities Policy for upgrading and replacement of the electronics of the system as needed.
6. ROW Fee (\$15,790) – Payment of a right of way equal to 3% of customer fees.
7. Scholarship (\$2,000) – This item was added in FY10/11 for scholarships in the technology fields at Columbia Gorge Community College.
8. Assets < \$5,000 (\$2,500) – This is for a new computer for QLife GIS.
9. Transfers Out (\$315,844) – Only a portion of all fees (Transport & LSN Credits) are expended in this fund (34%). The remaining 66% is transferred to the Capital Projects Fund for current debt retirement (\$249,784) and system improvements (\$65,660).

10. Contingency (\$47,000) – \$4,000 is an operating contingency. The remaining \$43,000 is to fund Board priority #4, a cash reserve approximately equaling one month of user fees.

II. Fund #2 - Capital Projects (\$633,468): The Capital Projects Fund is for debt retirement and projects for new customers and system enhancement.

A. Revenue:

1. Beginning Fund Balance (\$219,124) – Includes carryover funds for completion of redundancy/bisector projects
2. Enterprise Zone Payments (\$50,000) – for the next nine years QLife will receive \$50,000 from Enterprise Zone Payments. This is designated for the CSB loan payment.
3. Transfer from Operating Fund (\$315,844) – User fees used for current debt retirement (\$249,784) and system improvements (\$65,660).

B. Expenditures:

1. Telecom Equipment (\$19,500) – for new customer switches and completion of the redundancy project.
2. Outside Plant Primary (\$86,975) – completion of the bisector project.
3. Outside Plant – Secondary (\$32,500)
 - a. \$12,500 paid by customers for service extensions
 - b. \$20,000 Priority #6 “up to \$20,000 to assist new customers with build out of connection”
4. Reserve for Debt (\$0) – Priority #9: As available use additional funds to retire additional debt of the Agency not yet due. Funds that would have previously been reserved for future debt are now being budgeted to make additional payments.
5. General Debt Payments (\$249,784) – The payment of loan principal and interest due this fiscal year on QLife loans, plus additional principal payment as funds allow (Priority #9). The Table on page 14 summarizes QLife’s current debts.
6. Reserve for System Improvements (\$140,000) – Priority #8 “Create a reserve of \$140,000 for future expansion, modernization or replacement of system.” During the year the Board will determine which projects it may pursue as opportunities arise.
7. Contingency (\$50,209) – For unanticipated needs

Future Budgets

Attached following the Debt Summaries is a ten (10) year projection based on current trends. It shows a bright future for QLife.

QUALITYLIFE NETWORK INTERGOVERNMENTAL AGENCY POLICY
Financial Priorities for Fiscal Year 2012-13

Purpose:

The purpose of this policy is to establish a prioritization of expenditure of funds for the QualityLife Network Intergovernmental Agency prior to each Fiscal Year's budget preparation.

Primary objective

The primary objective is to provide general direction for the QLIFE Budget Committee in establishing the annual budget and to make public the general intentions of QLIFE in regard to potential monetary reserves of the Agency.

Section I.

Policy

It is the policy of the QLIFE Board that expenditures of revenue not *specifically* committed to another purpose through grant or loan agreements or other contractual obligations shall be budgeted in the following priority:

A. Routine Costs:

1. Normal maintenance and operating costs of the QLIFE Agency as determined appropriate through the budgeting process.
2. Amounts needed for annual debt retirement responsibilities of the Agency incurred through formation of the Agency or by the construction of the original plant, or any expansions of that plant.
3. Up to \$20,000 for upgrading and replacement of the electronics of the system to always maintain agreed-upon capacity for QLife customers.
4. A cash reserve or contingency equal to one month's customer billing to maintain a minimum cash balance in the operating fund.
5. Up to \$15,000 for unexpected system plant repairs or alterations in addition to contingency. Budgeted in Capital Fund; Outside Plant Primary

B. Discretionary Costs:

6. Up to \$20,000 to assist new customers with build out of connection. Budgeted in Capital Fund; Outside Plant Secondary.
7. Immediately use the loan payment reserve of \$138,000 to retire early additional debt of the agency not yet due.

8. Maintain a reserve of \$140,000 future expansion, modernization, or replacement of system
9. As available use additional surplus funds to retire additional debt of the agency not yet due.
10. Create a reserve to engineer and extend broadband services to other parts of Wasco County.
11. After all long term agency debt is retired establish local Technology grant programs for public and non-profit organizations. The rules for expenditures from this fund will be established by the Board, subject to the approval of all partners to the agreement.

Section II.

Amendment of this policy


This policy may be amended at any time by action of the Board.

Section III.

Conflict with annual budget process

If anything in this policy conflicts with the annual budget process as outlined in the Intergovernmental Agreement (IGA), the IGA will take precedence. The partners to this agreement may approve an initial budget and work scope or an amended budget and work scope that varies from this policy by an affirmative majority vote of the Boards of all partners.

Amended and approved by QLife Board March 19, 2012


Dan Evicksen, President

QUALITYLIFE INTERGOVERNMENTAL AGENCY

PRIOR YEAR COMPARISON SUMMARY

	FY09/10 Actual	FY10/11 Actual	FY11/12 Budget	FY012/13 Proposed
Beginning Balance	237,246	222,282	379,625	269,562
Customer Fees	465,974	567,759	603,700	561,100
Other Sources	326,458	408,209	498,226	406,344 *
Total Resources	1,029,679	1,198,250	1,481,551	1,237,006
QLIFE - General Fund	427,634	503,036	658,800	572,538
QLIFE - Capital Fund	185,038	123,087	376,257	177,475
Debt Service	194,725	191,942	290,347	249,784
Reserves	-	-	79,842	140,000
Contingency	-	-	76,305	97,209
Total Expenditures	807,397	818,064	1,481,551	1,237,006
Ending Balance	222,281	380,186	-	-

* Includes Interfund Transfers of \$407,626

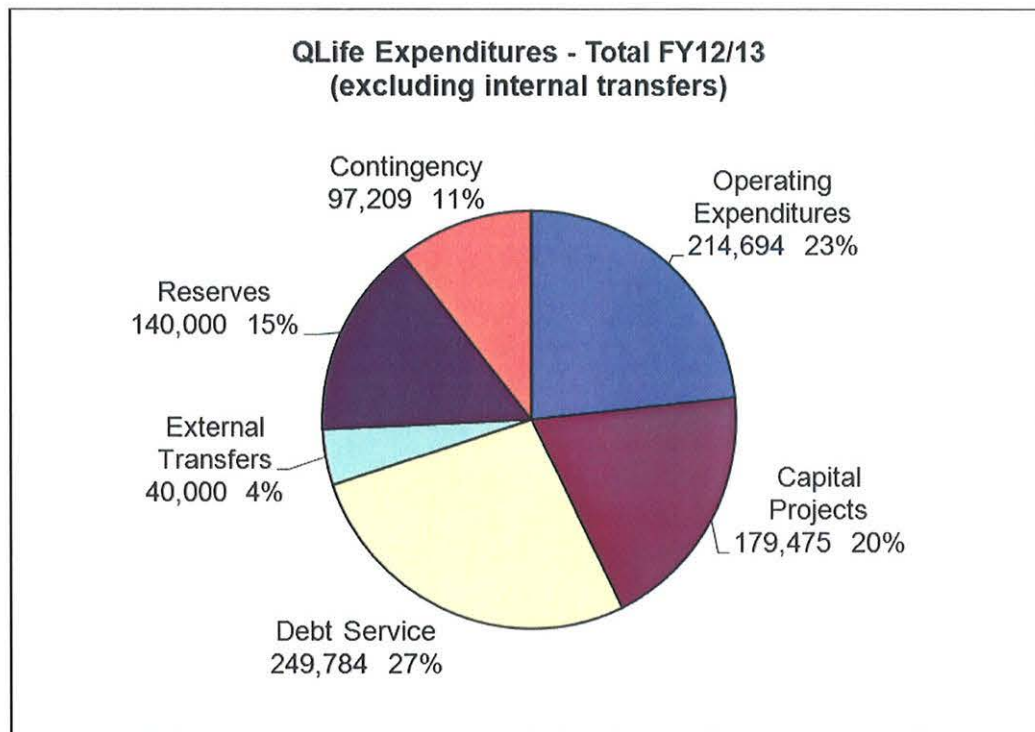
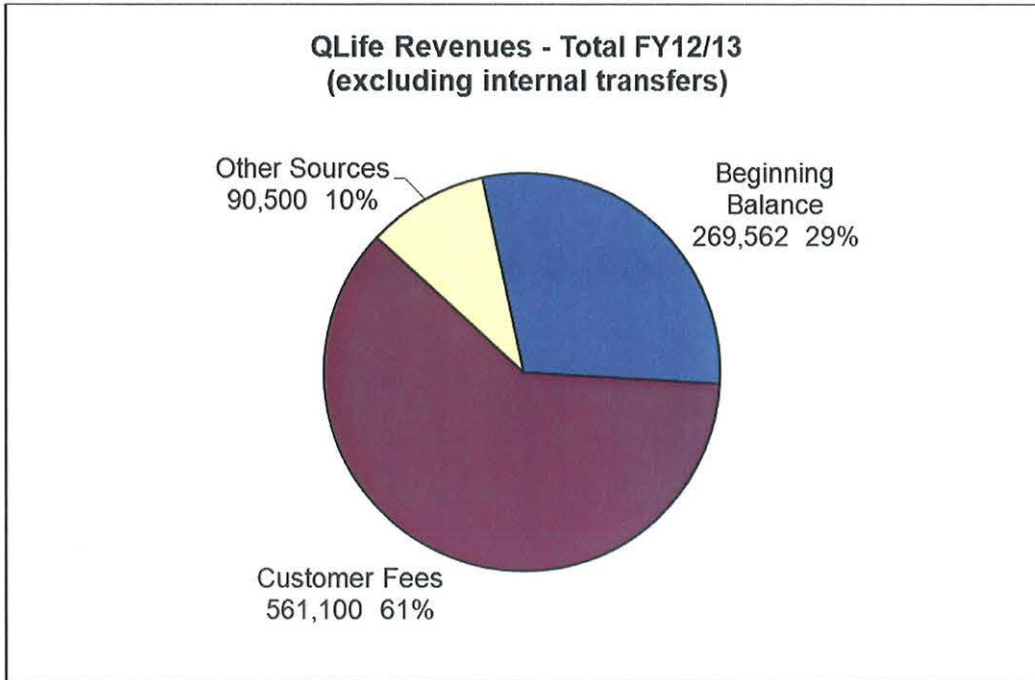
QUALITYLIFE INTERGOVERNMENTAL AGENCY

**OVERVIEW SUMMARY
Proposed Budget FY 2012-13**

	Agency General Fund	Capital Fund	Total Proposed FY12/13
Beginning Balance	50,438	219,124	269,562
Customer Fees	528,600	32,500	561,100
Other Sources	40,500	50,000	90,500
Grants / Loans	-	-	-
Transfers In	-	315,844	315,844
Total Resources	619,538	617,468	1,237,006
Operating Expenditures	196,694	18,000	214,694
Capital Projects	20,000	159,475	179,475
Debt Service	-	249,784	249,784
External Transfers	40,000	-	40,000
Internal Transfers Out	315,844	-	315,844
Reserves	-	140,000	140,000
Contingency	47,000	50,209	97,209
Total Expenditures	619,538	617,468	1,237,006

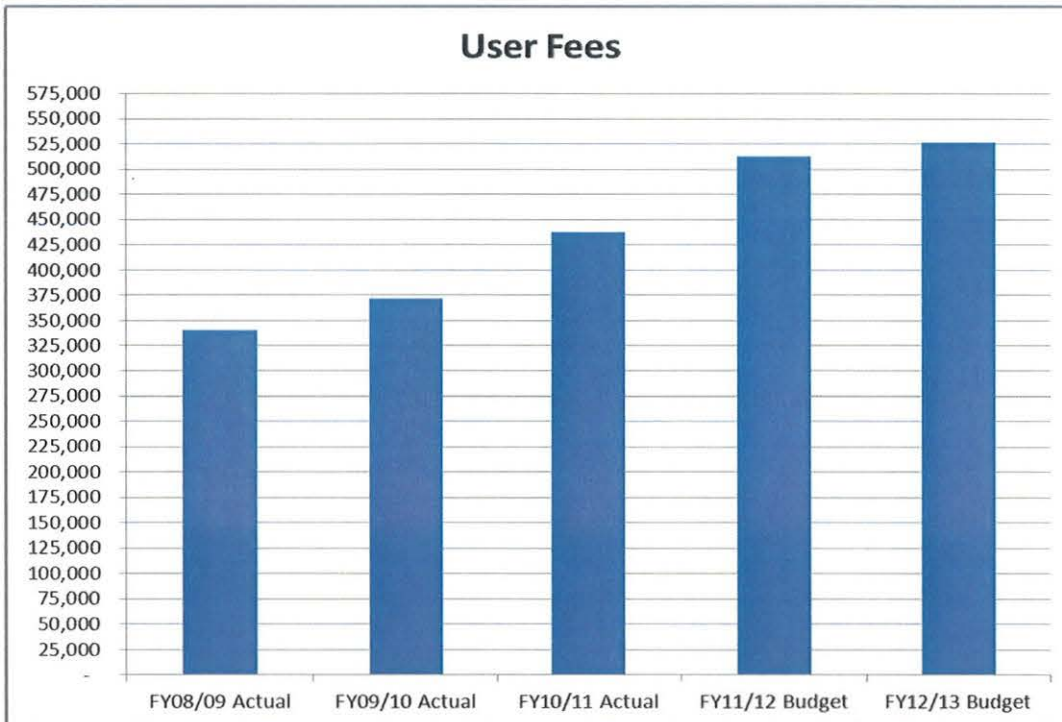
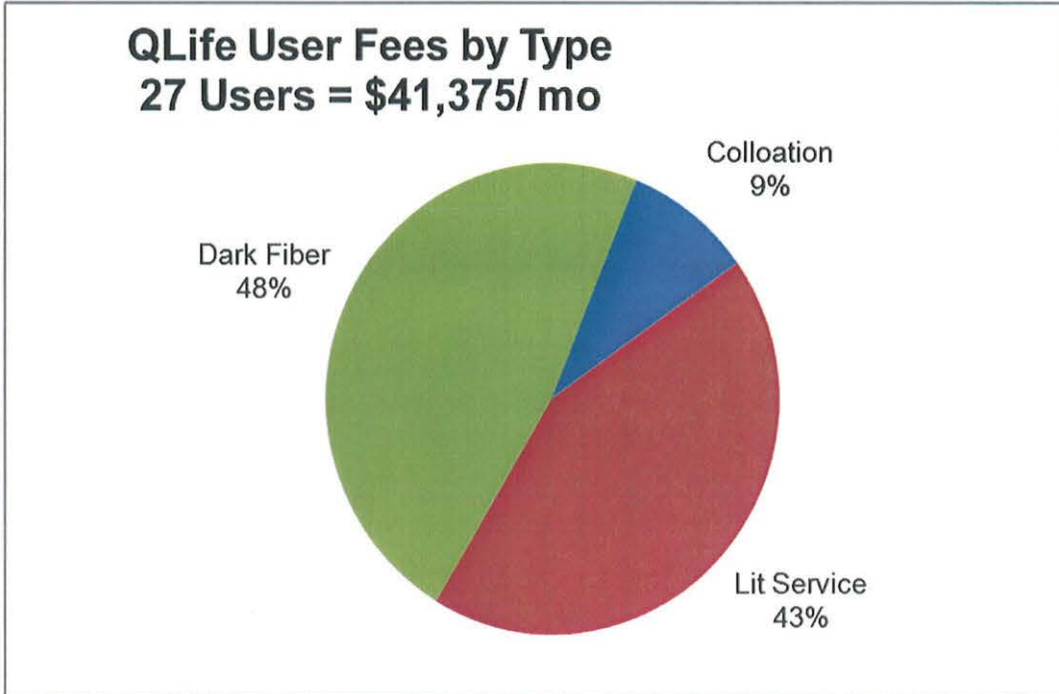
QUALITYLIFE INTERGOVERNMENTAL AGENCY

REVENUES AND EXPENDITUES BY SOURCE
Proposed FY 2012-13



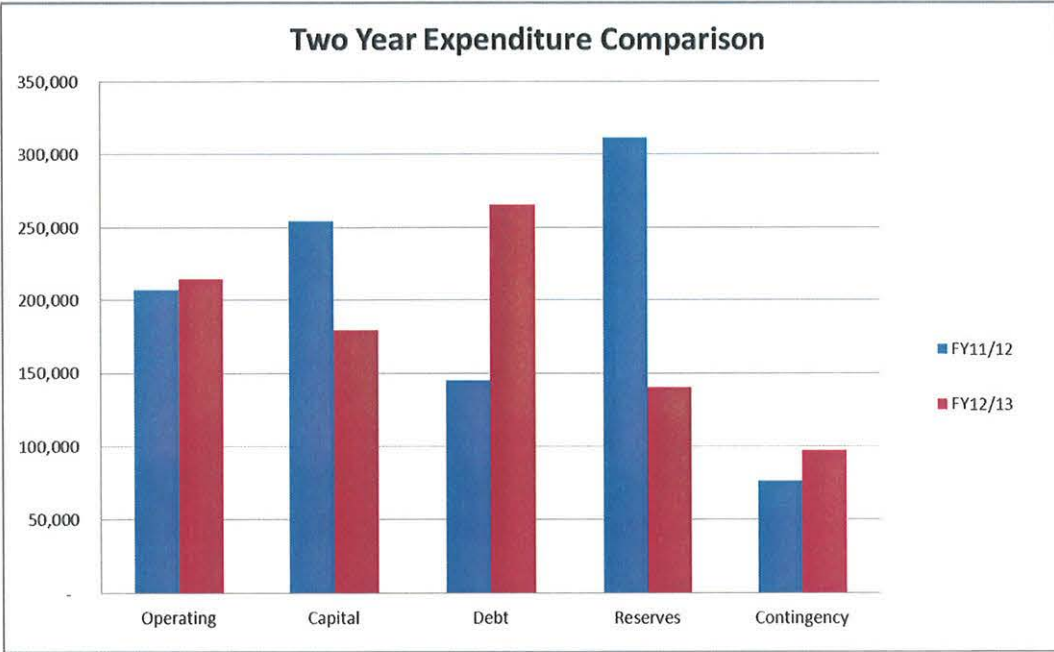
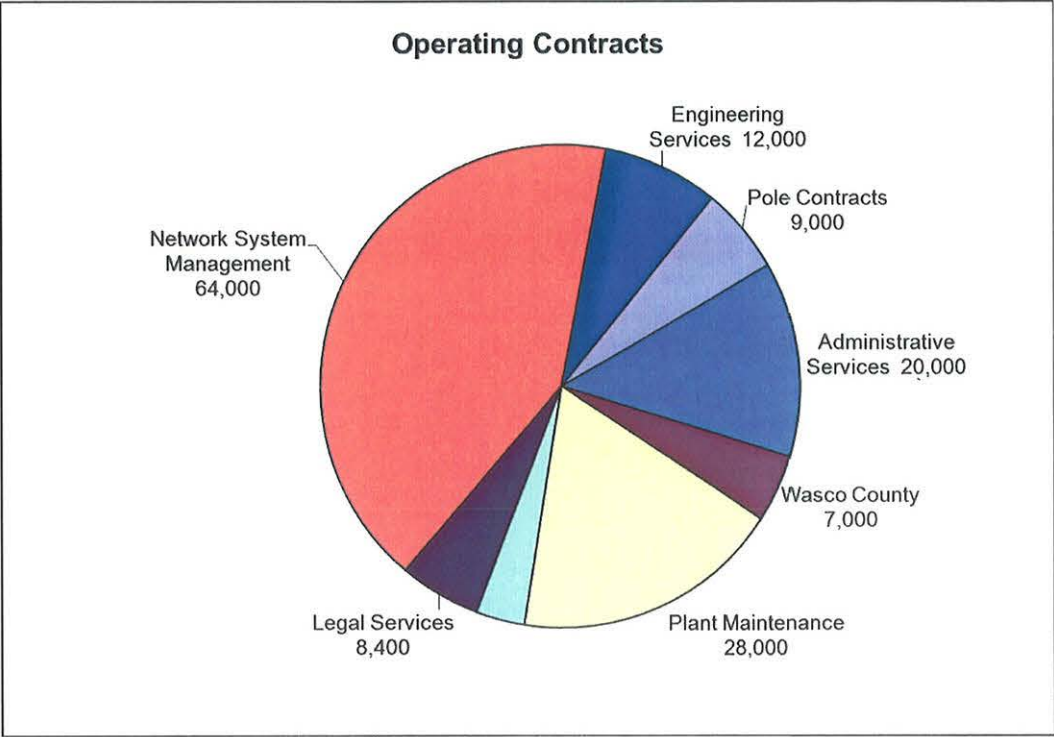
QUALITYLIFE INTERGVERNMENTAL AGENCY

CUSTOMER REVENUES & USER FEES
Proposed FY 2012-13



QUALITYLIFE INTERGOVERNMENTAL AGENCY

**OPERATING CONTRACTS
Proposed FY 2012-13**



QUALITYLIFE INTERGOVERNMENTAL AGENCY

Proposed Budget FY 2012-13

FY09/10 Actual	FY10/11 Actual	FY11/12 Budget	Account #	Description	FY12/13 Proposed	FY12/13 Approved	FY12/13 Adopted
QLIFE AGENCY FUND 600							
REVENUES							
29,491	83,450	120,000	600-0000-300.00-00	Beginning Balance	50,438		
371,915	437,965	513,450	600-0000-344.10-00	Utility Service Charges	526,350		
66,000	66,000	27,500	600-0000-344.15-00	LSN Credits	-		
6,526	4,050	2,250	600-0000-344.20-00	Connect Charges	2,250		
823	613	600	600-0000-361.00-00	Interest Revenues	500		
360	-	-	600-0000-369.00-00	Other Misc Revenues	-		
35,969	31,519	40,000	600-0000-369.20-00	E-Rate Reimbursements	40,000		
-	-	-	600-0000-371.90-00	Misc Sales and Services	-		
511,084	623,597	703,800	TOTAL REVENUES		619,538	-	-
EXPENDITURES							
Materials & Services							
12,568	14,700	20,000	600-6000-660.31-10	Administrative Services	20,000		
-	-	5,000	600-6000-660.31.15	Contractual Svc - County	7,000		
15,771	7,638	28,000	600-6000-660.31-20	Outside Plant Maint	28,000		
5,600	5,600	5,000	600-6000-660.32-10	Audit	5,000		
3,645	10,770	6,000	600-6000-660.32-20	Legal Services	8,400		
22,788	14,705	12,000	600-6000-660.34-10	Engineering Services	12,000		
59,033	56,320	58,000	600-6000-660.34-30	Network System Mgmt	64,000		
-	-	10,000	600-6000-660.34-50	Special Studies /Reports	-		
82	700	2,000	600-6000-660.43-10	Buildings & Grounds	2,000		
1,615	1,190	4,600	600-6000-660.43-25	Network Equipment	4,600		
250	89	1,000	600-6000-660.43.87	Utilities Locates	1,000		
3,132	3,660	5,244	600-6000-660.44-10	Office Space Rental	5,244		
5,164	5,181	5,500	600-6000-660.52-10	Liability Insurance	5,500		
-	-	300	600-6000-660.52-30	Property Insurance	-		
93	54	200	600-6000-660.53-20	Postage	200		
330	393	360	600-6000-660.53-30	Telephone	360		
176	455	400	600-6000-660.53-40	Legal Notices	400		
607	403	1,000	600-6000-660.54-00	Advertising	1,300		
-	-	400	600-6000-660.57-10	Permits	400		
-	-	400	600-6000-660.58-10	Travel, Food & Lodging	400		
-	150	200	600-6000-660.58-50	Trainings & Conferences	700		
65	40	200	600-6000-660.58-70	Memberships/Dues/Subs	200		
-	2,000	2,000	600-6000-660.58-80	Scholarships	2,000		
38	7	200	600-6000-660.60-10	Office Supplies	200		
418	408	500	600-6000-660.69-50	Misc Expenses	500		
7,482	7,838	8,000	600-6000-660.69-60	Pole Connection Fees	9,000		
11,157	13,139	14,670	600-6000-660.69-70	Right of Way Fees	15,790		
-	-	-	600-6000-660.69-80	Assets < \$5000	2,500		
150,015	145,440	191,174	Total Materials & Services		196,694	-	-
Capital Outlay							
2,344	-	20,000	600-6000-660.74-20	Telecom Equipment	20,000		
2,344	-	20,000	Total Capital Outlay		20,000	-	-
Other							
239,306	326,077	407,626	600-9500-600.81-91	QLife Capital Fund	315,844		
35,969	31,519	40,000	600-9500-600.83-10	ESD E-Rate Transfers	40,000		
-	-	45,000	600-9500-600.88-00	Contingency	47,000		
275,275	357,596	492,626	Total Other		402,844	-	-
427,634	503,036	703,800	TOTAL EXPENDITURES		619,538	-	-
83,450	120,561	-	REVENUES LESS EXPENSES		-	-	-

QUALITYLIFE INTERGOVERNMENTAL AGENCY

Proposed Budget FY 2012-13

			QLIFE CAPITAL FUND 601			
			REVENUES			
207,755	138,832	259,625	601-0000-300.00-00	Beginning Balance	219,124	
21,534	59,744	60,500	601-0000-344.20-00	Connect Charges	32,500	
-	-	-	601-0000-369.00-00	Other Misc Revenues	-	
50,000	50,000	50,000	601-0000-369.10-00	Enterprise Zone Payment	50,000	
-	-	-	601-0000-391.60-00	IF Pmt from Agency Fund		
239,306	326,077	407,626	601-0000-391.90-01	Qlife Operating Fund	315,844	
-	-	-	601-0000-393.10-00	Loan/Bond Proceeds		
518,595	574,654	777,751	TOTAL REVENUES		617,468	-
			EXPENDITURES			
			Materials & Services			
14,133	11,365	10,000	601-6000-660.34-10	Engineering Services	10,000	
-	-	4,000	601-6000-660.34-70	Customer Connections	4,000	
20,000	-	-	601-6000-660.34-90	Other Services	-	
-	-	2,000	601-6000-660.43-86	Lines, Maint & Supplies	4,000	
-	-	-	601-6000-660.57-10	Permits	-	
34,133	11,365	16,000	Total Materials & Services		18,000	-
			Capital Outlay			
-	-	15,500	601-6000-660.72-20	Buildings	15,500	
54,233	28,225	103,806	601-6000-660.74-20	Telecom Equip	19,500	
880	28,873	173,951	601-6000-660.76-10	Primary (System Maint)	86,975	
95,793	54,174	62,000	601-6000-660.76-20	Secondary (Line Extensions)	32,500	
-	450	5,000	601-6000-660.76-30	Pole Make Ready Costs	5,000	
150,906	111,722	360,257	Total Capital Outlay		159,475	-
			Debt Service			
141,100	146,798	251,440	601-6000-660.79-50	Loan Principal Payments	215,444	
53,625	45,144	38,907	601-6000-660.79-60	Interest Payments	34,340	
194,725	191,942	290,347	Total Debt Service		249,784	-
			Other			
-	-	39,842	601-9500-600.84-15	Reserve for Sys Imprmnts	140,000	
-	-	40,000	601-9500-600.84-20	Reserve for Co Expansion	-	
-	-	-	601-9500-660.84-30	Reserve for Debt Retirement	-	
-	-	31,305	601-9500-600.88-00	Contingency	50,209	
-	-	-	601-9500-600.89-00	Unappropriated Ending Fund Balance		
-	-	111,147	Total Other		190,209	-
379,763	315,029	777,751	TOTAL EXPENDITURES		617,468	-
138,832	259,625	-	REVENUES LESS EXPENSES		-	-

QUALITYLIFE INTERGOVERNMENTAL AGENCY

Long Term Debt as of July 1, 2012

QLife will have the following long term debt as of July 1, 2012:

1. Mt Hood Economic Alliance: Final payment was made in FY11/12 prior to the August 2, 2011 due date.
2. OIB Phase I – IV Loan: Original loan = \$42,552; Term = Seven (7) years; Interest = 4.0%. Final payment is due December 30, 2012. However, the QLife Board will be considering budget amendments on April 17, 2012, that, if approved, will allow this debt to be paid in full in FY11/12.
3. Columbia State Bank Refinance: Columbia State Bank (formerly Columbia River Bank) provided a fully amortized ten (10) year loan at 5% interest in May 2008 to refinance the Columbia River Bank original line of credit debt for NoaNet Oregon that paid for the LightSpeed Networks (LSN) and the State of Oregon Special Public Works Funds (SPWF) loan. Final payment is due May 13, 2008. The QLife Board will be considering budget amendments on April 17, 2012, that, if approved, will allow for an additional principal payment of approximately \$138,000 on April 30th.

This proposed budget includes an additional principal payment of \$107,340. The ten year projections for QLife on the following page shows that additional principal payments could be made in FY 2013-14 and FY 2014-15. This will result in the loan being paid off three years early.

QUALITYLIFE INTERGOVERNMENTAL AGENCY


Ten Year Projections

	FY 12-13	2	3	4	5	6	7	8	9	10
Begin Balance	\$283,053	\$110,500	\$110,500	\$110,500	\$110,500	\$110,500	\$110,500	\$110,500	\$110,500	\$110,500
Local Line Charges	\$526,500	\$552,825	\$580,466	\$609,490	\$639,964	\$671,962	\$705,560	\$740,838	\$777,880	\$816,774
Misc. Revenue	\$11,325	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Total Operating Rev.	\$537,825	\$557,825	\$585,466	\$614,490	\$644,964	\$676,962	\$710,560	\$745,838	\$782,880	\$821,774
Insurance	\$5,500	\$5,720	\$5,949	\$6,187	\$6,434	\$6,692	\$6,959	\$7,238	\$7,527	\$7,828
Maintenance/Operation	\$78,894	\$82,050	\$85,332	\$88,745	\$92,295	\$95,987	\$99,826	\$103,819	\$107,972	\$112,291
Management	\$64,000	\$67,200	\$69,888	\$72,684	\$75,591	\$78,614	\$81,759	\$85,029	\$88,431	\$91,968
Administration	\$37,200	\$38,688	\$40,236	\$41,845	\$43,519	\$45,259	\$47,070	\$48,953	\$50,911	\$52,947
Total Operating Expend.	\$185,594	\$193,658	\$201,404	\$209,460	\$217,839	\$226,552	\$235,614	\$245,039	\$254,840	\$265,034
Contingency	\$110,500	\$110,500	\$110,500	\$110,500	\$110,500	\$110,500	\$110,500	\$110,500	\$110,500	\$110,500
e-Zone Revenue	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Funds Available	\$574,784	\$414,167	\$434,062	\$455,029	\$477,125	\$500,410	\$524,946	\$550,800	\$578,040	\$606,740
Debt Service	\$249,784	\$237,331	\$237,331	\$0	\$0	\$0	\$0	\$0	\$0	\$0
System Expand/Repl.	\$58,000	\$60,320	\$62,733	\$65,242	\$67,852	\$70,566	\$73,389	\$76,324	\$79,377	\$82,552
Planned Capital Improv.	\$121,000									
Funds For Projects/Res	\$146,000	\$116,516	\$133,998	\$389,787	\$409,274	\$429,844	\$451,558	\$474,475	\$498,663	\$524,188
Total Reserves	\$146,000	\$262,516	\$396,515	\$786,302	\$1,195,575	\$1,625,420	\$2,076,977	\$2,551,453	\$3,050,116	\$3,574,304

QLife Network

QualityLife Intergovernmental Agency

TO: Honorable Mayor and City Council
Wasco County Board of Commissioners

FROM: Nolan Young Administrator 

DATE: May 8, 2012

SUBJECT: Amendment to FY 2012-13 Budget

On May 7, 2012 the Budget Committee for the QualityLife Intergovernmental Agency met to review the proposed Budget for FY 2012-13, which was previously sent to you.

At that meeting it was decided to add a line item for Robotics Grant in the amount of \$2,000; this addition requires reducing the contingency by \$2,000, leaving \$45,000 in contingency in the operation fund 600.

They approved the proposed Fiscal Year 2012-13 budget with just the one amendment.