

**WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION / AGENDA Wednesday, June 5, 2013
LOCATION: Wasco County Courthouse, Room #302
511 Washington Street, The Dalles, OR 97058**

Public Comment: Individuals wishing to address the Commission on items not already listed on the Agenda may do so during the first half-hour and at other times throughout the meeting; please wait for the current speaker to conclude and raise your hand to be recognized by the Chair for direction. Speakers are required to give their name and address. Please limit comments 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: With the exception of Public Hearings, the Agenda is subject to last minute changes; times are approximate – please arrive early. **Meetings are ADA accessible.** For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900.

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) [Fee Waiver](#), [Community Dispute Resolution Grantee Selection](#), [Cartography Contract](#), [VSO Appointments](#), [NACO Dues Increase](#), [Healthy Start IGA](#), [Treasurer's Report](#)
- [Consent Agenda](#) (Items of a routine nature: minutes, documents, items previously discussed.) [NORCOR Inspection Resolution](#), [Signal Hill Lease](#), [15-Mile Watershed Council Appointments](#), [Burn Ban](#), [Minutes: 5.1.2013, 5.8.2013 & 5.16.2013](#)

9:30 a.m.

[Update to Scenic Area Forest Service Projects](#) – Lynn Burditt & Jen Kevil

9:50 a.m.

[Update of Planning Department Work Program Priorities](#) – John Roberts

10:20 a.m.

Recess for Service Districts' Budget Hearings

10:50 a.m.

[Wasco County Budget Hearing](#) – Monica Morris

11:15 a.m.

[Road Vacation](#) – Marty Matherly

11:25 a.m.

[Public Health Contracts](#) – Teri Thalhofer

11:40 a.m.

[Fee Schedule Public Hearing](#)

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



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JUNE 5, 2013

PRESENT: Rod Runyon, Commission Chair
Scott Hege, County Commissioner
Steve Kramer, County Commissioner
Tyler Stone, County Administrator
Kathy White, Executive Assistant

At 10:17 a.m. Chair Runyon opened the regular session of the Board of Commissioners. Ms. White added the Barlow Ranger District request for comment and the selection of a Chair for the Food and Shelter Committee to the Discussion List.

Discussion List – Barlow Ranger District Request for Comment

Commissioner Hege stated that he thought it would be a good idea to respond the Barlow Ranger District's request for comment on their proposal to enhance the Rock Creek Off-Highway Vehicle location by creating a defined and properly engineered trail system over Gate Creek. He suggested that it might be of particular interest to Commissioner Kramer. Commissioner Kramer agreed but said he would not be able to attend the walking tour of the site scheduled for June 10, 2013. Commissioner Hege agreed to attend the tour and provide feedback to Commissioner Kramer who would then work with Ms. White to draft a comment letter to bring to the Board at the June 19, 2013 Board session.

*****The Board was in consensus to move forward with plans to provide comment on the Barlow Ranger District's plan to enhance the Rock Creek Off-Highway Vehicle location.*****

Discussion List – Chair Selection for Food & Shelter Committee

Ms. White explained that Executive Assistant Sue Stephens has worked with the Food & Shelter Committee this year to attain grant funding. Through that work she discovered that the local committee should have a Commissioner as their chair. Former Commissioner Holliday served in that position during her tenure. Ms. White explained that she had already spoken to Commissioner Kramer about the position; the committee meets only twice each year. Commissioner Kramer agreed to serve in that capacity.

Discussion List – Fee Waiver Request

Planning Director John Roberts explained that the property on which the fence was built is in the Scenic Area; were it not in that area, there would be no fee. The owner had asked about fees to build a fence but had not stated that he lived in the Scenic Area so had been told there would be no fee. Due to the size of the wooden fence, the fee is comparable to what would be charged for a small structure - \$1,000. The applicant has stated that he has limited income and cannot afford the permit fee; he is requesting a reasonable reduction of the fee.

Commissioner Runyon asked Mr. Roberts his opinion. Mr. Roberts replied that Mr. Svendsen had provided income documentation just this morning; while Mr. Roberts had not had the opportunity to review the documents, he believes Mr. Svendsen. Commissioner Runyon asked how much staff time has been spent on the application. Mr. Roberts estimated an hour.

Commissioner Hege asked Mr. Roberts to clarify what the process would be were this property not in the Scenic Area. Mr. Roberts replied that they would not be responsible for responding to it.

Mr. Svendsen, 5824 Hwy 30 West, Rowena, OR, provided his 2009 tax return, saying that he couldn't find a more recent return and his financial status is unchanged. He related that he is an unemployed carpenter. He stated that he built the fence to keep children and pets from entering the Hwy 30. He added that the fence cannot be seen from the river and only barely from Hwy 84. He said that had he built a less attractive metal fence, there would have been no fee.

Brief discussion ensued regarding the process and the amount of time spent by the Planning Department.

{{{Commissioner Hege moved to reduce Mr. Svendsen's fee to \$250.00 plus the \$71 fee charged by the State. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion List – Cartography Contract

County Assessor Tim Lynn explained that this is an annual maintenance contract with the Department of Revenue to do cartography work for assessor's maps. He stated that his department has 650 maps that they must, by statute, maintain. He said that later in the day, during the fee schedule hearing, the Board would see the contractual cost increases as a request for an increase in the Assessor's fees to the public for maps. He added that he plans to look at other options for this work before the contract expires next year.

Commissioner Hege asked if the \$20,000 not-to-exceed clause capped the Assessor's expenditure. Mr. Lynn replied that it does and that he does not believe it will reach that level over the course of the year.

{{{Commissioner Hege moved to approve the Intergovernmental Services Agreement Contract #3016 between the Oregon Department of Revenue and Wasco County. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion List – VSO Appointments

Chair Runyon related that one of the applicants, Andretta Schellinger, is the executive secretary at Mid-Columbia Housing, describing her as sharp and very interested in veterans' issues. He asked if the Veterans Advisory Committee had reviewed the application. Mr. Stone replied that they had approved both applicants.

{{{Commissioner Kramer moved to approve Order #13-119 appointing Mathew Larsell to the Veterans Advisory Committee. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Hege moved to approve Order #13-120 appointing Andretta Schellinger to the Veterans Advisory Committee. Commissioner Kramer seconded the motion which passed unanimously.}}}

Discussion List – NACO Dues Increase

Mr. Stone stated that the increase indicated in the NACO letter is not significant but he wanted the Board to have the opportunity to discuss whether or not they felt the membership was still worth the cost associated with it. Some discussion ensued regarding the value of the membership.

*****The consensus of the Board was to continue the County's membership in NACO.*****

Discussion List – Healthy Start Contract

Ms. White explained that Youth Services Director Molly Rogers could not be present for this item but had provided an email (included in the Board Packet) that outlined the purpose of the contract. Mr. Stone explained that the funding for Healthy Start for both Wasco and Hood River Counties had always come to Wasco County; Wasco County would then pay out to Hood River for their share of the funds. Hood River requested that the money be divided out at the State level with separate contracts for each of the two Counties. This contract is the result of that request.

{{{Commissioner Kramer moved to approve the Oregon Department of Education Early Learning Division 2013-2015 County Intergovernmental Agreement "Mixed Funds Agreement." Commissioner Hege seconded the motion which passed unanimously.}}}

Discussion List – Treasurer's Report

Chair Runyon asked if anyone had any questions or comments regarding the Treasurer's report. There were none.

Consent Agenda

Commissioner Hege asked for an update on the Signal Hill lease. Mr. Stone explained that in response to the Board's request that a CPI escalator be included in this lease he had renegotiated the contract with Bicoastal Media. The lease included in the packet has that language which is also acceptable to Bicoastal.

Chair Runyon reminded the Board that corrections based on Board feedback had been made to the minutes. Although all changes are not reflected in the minutes found in the packet, they have been made and the perfected version will be what is signed.

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

Agenda Item – Update to Scenic Forest Service Projects

Lynn Burditt, Area Manager for the Columbia Gorge National Scenic Area stated that she came to visit and check in with the Board not only to inform but to also receive feedback. She provided a handout (attached) to the Board which includes an article regarding Stan Hinatsu who has been recognized by the American Recreation Coalition. She described Mr. Hinatsu as a legend in the management of outdoor recreation nationwide. He is from Wasco County and has worked in this area for over 20 years; he is their face to the media.

She related that they are still working on the 7 Mile restoration project trying to reduce fuels. They are still in the implementation phase; the work is seasonal and they elected to not do the work last year due to the increased risk for fire.

Ms. Burditt said that they work in concert with the Gorge Commission on a variety of things. She added that the Gorge Commission has become very active; over half of their members are new so they have been concentrating on training.

Chair Runyon noted that the Board has recently received some surveys regarding work by agencies associated with Oregon forests. He made the point that adjacent landowners are the more appropriate recipients of those surveys as they are the ones affected by the work being done. Ms. Burditt replied that she thought that to be an excellent suggestion; unfortunately, funding for survey activities has dwindled. They are working on collaborating with others to fund joint surveys.

Ms. Burditt went on to explain their budget year and the challenges they face due to reduced funding. Mr. Hinatsu is helping to look at the challenges and how they might collaborate with the Army Corps of Engineers, Fish and Wildlife, State Parks and others to find common areas of interest where they might pool resources. She stated that the ring of cooperation may extend to counties and cities in the future.

Commissioner Hege, asked if there had been any work done on the Chenoweth Table area. Ms. Burditt responded that there has been some question on the funding for that project; until that is resolved they will not be doing any work there. At this point their focus is on projects for which they already have

decisions. Many projects are slowed due to their lack of funding for analysis and development.

Commissioner Kramer noted that at a recent conference there had been significant discussion regarding the increases to fire budgets and corresponding decreases to landscaping, etc. He asked how that worked in her organization. Ms. Burditt responded that they get firefighting and hazardous fuels funding; funds for vegetation control are separate.

Agenda Item – Planning Projects Update

Planning Director John Roberts and Senior Planner Joey Shearer came forward to review the progress made on their strategic plan for 2013. Mr. Roberts reported that a recently hired Associate Planner Mike Weidman had taken a job out of the area. Replacing and training a new associate planner will slow their work on some of the goals they have set. They hope to find a replacement for Mr. Weidman by July. Their busy season is June through October and they will be spread thin – further progress will be slow.

Chair Runyon asked if they might consider vendor contracting. Mr. Roberts replied that while they have contracted locally, the project would have to be big in order for it to pay off; for smaller projects, it takes too much time to bring the contractor up to speed. He suggested that they will ask Associate Planner Dawn Baird to work overtime for some projects; she has been willing to do that in the past.

Mr. Roberts outlined the seven priority projects they had set in their 2013 Strategic Plan (included in Board Packet), saying that they have made good progress on six. He has not been able to devote the necessary time to the comprehensive plan but hopes to focus on that later this year.

- They have a new web page coming out developed by Mr. Shearer, Mr. Weidman and Planning Coordinator Brenda Jenkins.
- They have developed new and improved hand-outs – for instance Mr. Shearer was able to reduce the Fire Safety hand-out from 9 to 5 pages.
- The tracking software is being improved to save time.
- Codes Enforcement Officer Kate Foster has been working on re-evaluating the fee schedule. Once reviewed by the Planning Commission it will come before the Board of County Commissioners.

- Updating the code compliance ordinance which will be reviewed by the advisory committee before coming to the Board of County Commissioners.
- The update of LUDO, the most important and challenging goal, will be done in sections as it is too big to take as a whole. They hope to have changes reviewed by the advisory committee this fall, the Planning Commission by year end and then to the Board of County Commissioners.

He went on to say that there are also lessor priorities on the list as well as a number of ongoing multi-jurisdictional projects that they participate in due to their expertise – they have been added to the list included in the Board Packet so that the Board is aware. He announced that although PGE has decided to take their Cascade Crossing project to Washington State, they will pay the Planning Department for their time expended on the project.

Mr. Roberts noted some current cases that have proved to be time-consuming. Commissioner Hege suggested that one or more of them might be contracted out. Mr. Roberts responded that it may be possible but that his staff has a good deal of institutional knowledge for the cases and it would probably be more effective and efficient to have Ms. Baird do the overtime.

Mr. Shearer added that some of the work they have already done based on previous Board feedback will allow them to manage this period of short staffing; the update of the website along with the interactive map should help to lighten the load.

Mr. Stone asked if there are some out-of-the-box alternatives that would help expedite the LUDO update. He suggested they might use a RARE person to help with the work. Mr. Shearer replied that they have talked about that but have not found the right RARE person to fit their needs. He went on to say that they have created a living document in which staff can make proposed changes on an ongoing basis; that document will serve to expedite future changes to LUDO. Mr. Stone told Mr. Roberts that he would like to work with him over the next 6 months to find some alternative solutions to their challenges.

Chair Runyon called a recess at 10:21 a.m. in order to open public budget hearings for the Library Service District and the 4-H and Extension Service District.

The session reconvened at 10:48 a.m.

Agenda Item – Wasco County Budget Hearing

Finance Manager and Budget Officer Monica Morris explained that this hearing is required by law and is an opportunity for the public to speak regarding the proposed budget. She stated that the annual budget is unchanged from what was approved by the Budget Committee at their May 15, 2013 meeting.

Commissioner Hege commended Ms. Morris for the work she had done on the budget. He commented that he especially appreciated the new LB forms. Ms. Morris stated that this is the new format from the State and is what was published in the newspaper. She added that she would have additional information when presenting the budget resolution at the next Board session; for instance, the museum anticipates additional funding.

Chair Runyon stated that once the budget process for this year has been completed, he would like to review the process for possible improvements. He would like to be sure the public more fully understands the process by composing a more comprehensive agenda. He also suggested that there could be more consistency in the department reports included in the budget book.

Commissioner Hege asked about the drop of over two FTE's in the overall budget. Ms. Morris said that is due to several changes in staffing including the closing of the Commission on Children and Families, the elimination of the Weed & Water assistant, the addition of a .5 position in the Assessor's Office, etc.

Ms. Morris closed by pointing out that they have no debt. Commissioner Hege asked what was meant by other borrowing. Ms. Morris responded that it is the Crate's Point bond.

With no members of the public in attendance to comment, Chair Runyon closed the hearing at 11:02 a.m.

Ms. Morris announced that Barbara Case, formerly doing Accounts Payable, has accepted the Payroll/HR Generalist position and was doing quite well; she has already been working with the IS department to make changes to the website for job postings. She stated that Ms. Case has already made a positive impact through her work. They have a wonderful applicant for the AP position which closes today.

Ms. Morris stated that Mr. Stone had approached her a couple of weeks ago asking if she might be able to use a summer intern to help with projects in the

Finance Office. She said that she has the budget to accommodate that position from mid-June through September. She stated that she would use the intern to implement the CIS training modules/webinars which would be of great benefit to all departments. Trainings can be tailored and tracked through the system which offers over 400 trainings. In addition, she would like to have help gathering and cataloging county policies which will lay the ground work for bringing all policies up to date in a cohesive way.

Commissioner Hege asked about the Eden web extension. Ms. Morris replied that while it is a project on the table, the two she just outlined are the most important to her. She said she would like to have the Board's support to move forward.

*****The Board was in consensus for Ms. Morris to move forward with the hiring of a summer intern.*****

Agenda Item – Road Vacation

Road Master Marty Matherly explained that he had received a properly executed petition for vacating a public road in the southwest portion of the county. The petitioners have paid the fee. The order before the Board moves the process along.

Chair Runyon asked if the request is related to trespassing. Mr. Matherly responded that most vacation petitions have some trespassing element. Chair Runyon asked if the County does any maintenance there. Mr. Matherly replied that they do not. He showed the Commissioners where the piece of road is on a map.

Commissioner Hege noted that this is not really any different than any other County road that transverses private properties.

Chair Runyon asked that Mr. Matherly's investigation include contacting others who will be affected by the proposed vacation. Commissioner Hege concurred. Mr. Matherly stated that that is the purpose of the report; he will look at other users and a number of other issues.

Commissioner Hege asked if there is any reason the Board would not approve an order to investigate. Mr. Matherly responded that sometimes when he does a preliminary review of a petition he will advise the petitioner(s) that their petition is probably not reasonable and not a good prospect for being granted. If they insist on moving forward, then there is really not much else to do but investigate and rule on the petition.

{{{Commissioner Kramer moved to approve Order #13-116 in the matter of directing the Roadmaster to prepare his report on the proposed vacation of a portion of Linns Mill Public Road No. 3057 in Section 21, T.5S, R115, W.M. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – Public Health Contracts

Public Health Director Teri Thalhofer explained that the two business associate contracts had new language that was requested by County Counsel in order to make clear that the contract does not establish an employer/employee relationship. The new language is found under Section III.

{{{Commissioner Hege moved to approve the Agreement for Professional Services Business Associate Contract between Wasco County and David Staehnke. Commissioner Kramer seconded the motion which passed unanimously.}}}

Chair Runyon pointed out that Maria del Pilar Basile's name appeared to change within the contract. Ms. Thalhofer said that surnames have a different usage in the Spanish culture and both are correct; she added that Counsel has reviewed the document.

{{{Commissioner Kramer moved to approve the Agreement for Professional Services Business Associate Contract between Wasco County and Maria del Pilar Basile. Commissioner Hege seconded the motion which passed unanimously.}}}

Ms. Thalhofer stated that the Tyler Technology amendment is for modules that will allow NCPHD to interface with Wasco County and contains new language as requested by Wasco County.

Chair Runyon asked Mr. Stone if he is satisfied with the new language. Mr. Stone replied that he thinks it is fine.

{{{Commissioner Hege moved to approve the amendment between Tyler Technologies, Inc. and Wasco County. Commissioner Kramer seconded the motion which passed unanimously.}}}

General Discussion

Mr. Stone announced that Veterans Service Officer Russell Jones had spent this morning testing for VA Certification and had passed the test. The test results will

be forwarded on to the VA to be considered for accreditation; it should take a couple of months. It is great news for our Veterans Office and those it serves.

Ms. Thalhofer stated that an alert has been issued for a multi-state contamination of frozen berries sold at Costco stores. Although there have been no reported cases of hepatitis A in our area, the berries were sold at Costco stores in the Portland/Vancouver area; these are stores frequented by Wasco County residents. She added that children are required be immunized for Hepatitis A but can pass the disease on to adults.

Agenda Item – Fee Schedule Hearing

Chair Runyon opened the Public Hearing to consider the Wasco County Amended Fee Schedule at 11:40 a.m. with an explanation of the process, asking staff to present proposed changes to the fee schedule.

Ms. White explained that only two departments had requested fee changes this year with additional increases proposed for County-wide application. She informed the Board that today's hearing is an opportunity for the Board to review the increases and ask questions as well as for the public to comment. She noted that County Assessor had already been before the Board earlier in the session and explained the basis for his fee increase request.

Ms. Thalhofer addressed the fee increases being requested by Public Health. She explained that the Environmental Health increases are across the board; those fees have not increased since 2011. She said that they have added some categories for seasonal facilities. She pointed out that the blue numbers shown in the PowerPoint presentation represent what the fees will be with anticipated surcharge increases from the State.

Ms. Thalhofer went on to say that the immunization fees reflect their true cost for vaccines and the administrative fees approved by Medicaid/Medicare. For children the fees are based on the client's ability to pay.

Family Planning fees are a result of an analysis that was completed. These fees are also sliding, based on income.

Commissioner Hege commented on the EH fees for pumper trucks saying that he feels the amount that must be sent to DEQ is inequitable when comparing the amount of work done in the process – DEQ vs Public Health. Ms. Thalhofer replied that they have had that conversation with them. DEQ would like to get out

of the business of onsite inspections; if they ever do, we should see a reduction in fees.

Mr. Stone addressed the general fee increases saying that the County has slowly been shifting from paper to electronic copies – oftentimes hard copies are scanned and sent electronically. The management team recommended setting the fees for electronic copies at the rate for hard copies - 25¢ per page. In addition, the County is sometimes asked to provide discs containing documents or recordings. The Sheriff's Department charges a \$15 fee to provide those discs; it is proposed that that fee be set County-wide.

Chair Runyon read the title of the proposed amended ordinance into the record: Ordinance 13-003 In the Matter of Amending Wasco County's Uniform Fee Schedule for Various County Departments.

No members of the public were in attendance. Chair Runyon closed the hearing at 11:55 a.m.

Commission Call

Commissioner Kramer reported attending a meeting in Shaniko where the focus was on fire issues. Yesterday he attended a conference with Eastern Oregon Counties. He found it to be very informative and worth the effort.

Chair Runyon noted that it is very disappointing that the PGE Cascade Crossing project will not be based in Wasco County; it would have created an economic boost for the County.

Summary of Actions

Chair Runyon adjourned the session at 11:57 a.m.

Board Consensus

- Move forward with plans to provide comment on the Barlow Ranger District's plan to enhance the Rock Creek Off-Highway Vehicle location.
- Continue Wasco County's membership in NACO.
- Ms. Morris should move forward with the hiring of a summer intern.

Motions Passed

- Reduce Mark Svendsen's Scenic Area Review fee from \$1,000.00 to \$250.00 plus the \$71 fee charged by the State

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- Approve the Intergovernmental Services Agreement Contract #3016 between the Oregon Department of Revenue and Wasco County.
- Approve Order #13-119 appointing Mathew Larsell to the Veterans Advisory Committee.
- Approve Order #13-120 appointing Andretta Schellinger to the Veterans Advisory Committee.
- Approve the Oregon Department of Education Early Learning Division 2013-2015 County Intergovernmental Agreement "Mixed Funds Agreement."
- Approve the Consent Agenda.
 - NORCOR Inspection Resolution
 - Signal Hill Lease
 - 15-Mile Watershed Council Appointments
 - Order #13-104 Phil Kaser
 - Order #13-105 Bill Hammel
 - Order #13-106 David Brewer
 - Order #13-107 Janeen Tervo
 - Order #13-108 Bill Markman
 - Order #13-109 Gay Melvin
 - Order #13-110 Steve Springston
 - Order #13-111 Martin Undferhill
 - Order #13-112 Gary VanOrman
 - Order #13-113 Monte Wasson
 - Order #13-114 Mike Kelly
 - Order #13-115 Bob Durham
 - Order #13-118 2013 Burn Ban
 - Minutes
 - 5.1.2013 Regular Session
 - 5.16.2013 Special Session

- Approve Order #13-116 in the matter of directing the Roadmaster to prepare his report on the proposed vacation of a portion of Linns Mill Public Road No. 3057 in Section 21, T.5S, R115, W.M.
- Approve the Agreement for Professional Services Business Associate Contract between Wasco County and David Staehnke.
- Approve the Agreement for Professional Services Business Associate Contract between Wasco County and Maria del Pilar Basile.
- Approve the amendment between Tyler Technologies, Inc. and Wasco County.

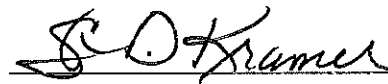
WASCO COUNTY BOARD
OF COMMISSIONERS



Rod L. Runyon, Commission Chair



Scott Hege, County Commissioner



Steve Kramer, County Commissioner

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JUNE 5, 2013**

DISCUSSION LIST

ACTION AND DISCUSSION ITEMS:

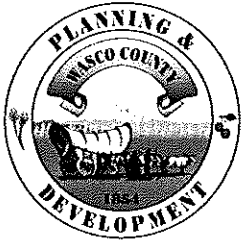
1. [Fee Waiver](#) – John Roberts
2. [Community Dispute Resolution Grantee Selection](#) – Kathy White
3. [Cartography Contract](#) – Tim Lynn
4. [VSO Appointments](#)
5. [NACO Dues Increase](#)
6. [Healthy Start IGA](#) – Molly Rogers
7. [Treasurer's Report](#)

ON HOLD:

1. Wasco County website improvement
2. USDA Cooperative Services Agreement (waiting for language clarification)

Discussion List Item
Fee Waiver

- [Planning Director Memo](#)
- [Fee Waiver Request](#)
- [Photographs](#)



Wasco County Planning Department

"Service, Sustainability & Solutions"

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www.co.wasco.or.us/planning

To: Wasco County Board of Commissioners ("Board")

From: John Roberts, Planning Director

Date: June 5, 2013 Meeting

Re: Mark Svendsen - Request for Fee Waiver

Background/Request:

Mark Svendsen is requesting a reasonable "reduction" of fees or fee waiver for construction of a fence. Mr. Svendsen's property is located in Rowena Dell (part of the National Scenic Area and subject to the National Scenic Area Land Use & Development Code). Mr. Svendsen built the fence without knowing it required scenic area review. Moreover, Mr. Svendsen states he checked with Building Code Services and was told that no building permit was required. However, land use approval is required.

The Wasco County Code Compliance Officer received a complaint about the fence/structure, built without land use approval and sent Mr. Svendsen an initial contact letter informing him that a fence like this one in the scenic area required a review. Mr. Svendsen immediately came to the planning department willing to apply for whatever was needed to make the fence legal. **However, Mr. Svendsen thinks the fee of \$1,071 is unreasonably high.** Pictures of the fence are attached.

Other Considerations:

- Mr. Svendsen's application and explanations for the request are attached. One reason is he states he lives on a below poverty income level. The County's Land Use & Development Ordinance (LUDO) Section 2.070 states, "A filing fee may be waived...upon satisfactory showing that an applicant is without means and is unable to pay the established fee." Although the county's LUDO does not apply to the scenic area a similar use determination regarding fees is plausible. Mr. Svendsen provided no evidence or references regarding his income limitations. He stated he will appear at the hearing.
- Mr. Svendsen indicated he is willing to pay a more reasonable amount to review a fence.
- The fence Mr. Svendsen has built is approximately 6' x 200'. This fence did require significant ground disturbance. There are no guarantees that review of the fence will result in approval. It could be denied or conditions and modifications applied to conform to cultural resource protection and visual subordination standards (issues commonly addressed as part of scenic area reviews).
- The fence is very visible from Highway 30.
- A \$500 enforcement fee has not been applied to Mr. Svendsen due to his willingness to submit an application for a permit.
- There are unintended consequences of not reducing the fee. Particularly, the fence is likely to stay in the code compliance process and be considered illegal until remedied. That would result

in more staff time to ultimately try and remove the fence. However, is such a reason equitable to individuals who have paid the entire fee and have gotten the appropriate permits prior to building similar structures?

Recommendation:

After receiving testimony from the applicant regarding his income level or status, consider reducing the fee by an appropriate amount. However, please note a scenic area review could result in conditions, modifications and or denial based on fence type and ground disturbance. Structures in the National Scenic Area are always subject to heightened levels of review, scrutiny and regulations.

Attachments:

- Request for Fee Waiver
- Pictures of Fence Built



Wasco County Planning Department

"Service, Sustainability & Solutions"

2705 East Second St. • The Dalles, OR 97058
Phone: (541) 506-2560 • wcplanning@co.wasco.or.us
www.co.wasco.or.us/planning/planhome.html

REQUEST FOR FEE WAIVER

Date Submitted:

Applicant/Owner Information:

Applicant(s) Mark Svendsen

Property Owner(s) Mark Svendsen

Mailing Address

Mailing Address

Phone (H)

(W) —

Phone (H)

(W)

Email Studio30 by mark@yahoo.com Email

Explanation For Fee Waiver Request (Please give complete detailed explanation):

1. Extreme safety ~~issue~~ liability issue with highway 30 W.
2. I called the Bldg. Dept in The Dalles, I was told no permit was required to build a fence
3. I built the fence then I recieved a letter of non-code compliance
4. I was told Rowena is not in the Dalles, however I have "the Dalles" address for the
5. I petition you to lower the fee I have to pay to a more reasonable amount Property

(To be completed by Planning and Development Office) as I live on a below poverty level income.

Fee Structure:

APPLICATION TYPE	WAIVABLE PLANNING FEES			
	PLANNING FEE	PENALTY FEE	OTHER FEES	TOTAL FEE
<u>SCENIC AREA REVIEW</u>	<u>\$1,000</u>		<u>\$71.00</u>	<u>\$1,071.00</u>

Other Information:

Fees Verified by:

Dawn Baird

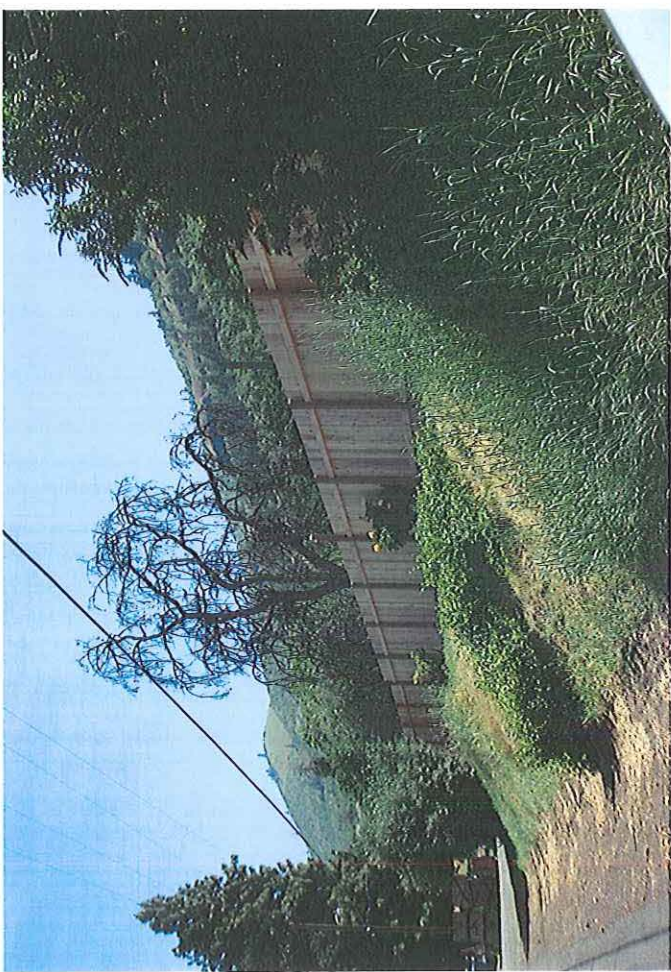
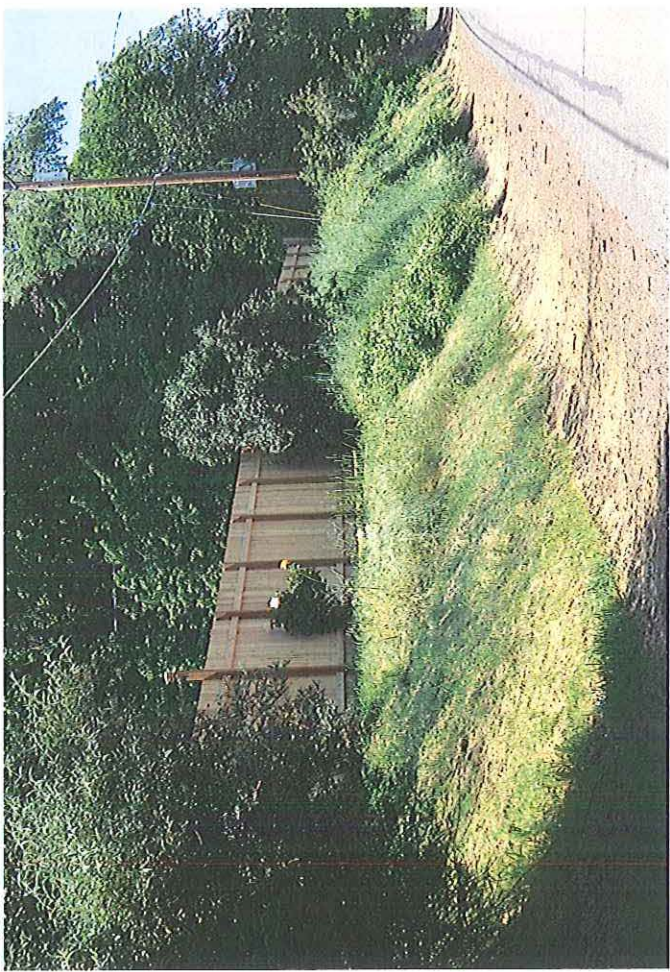
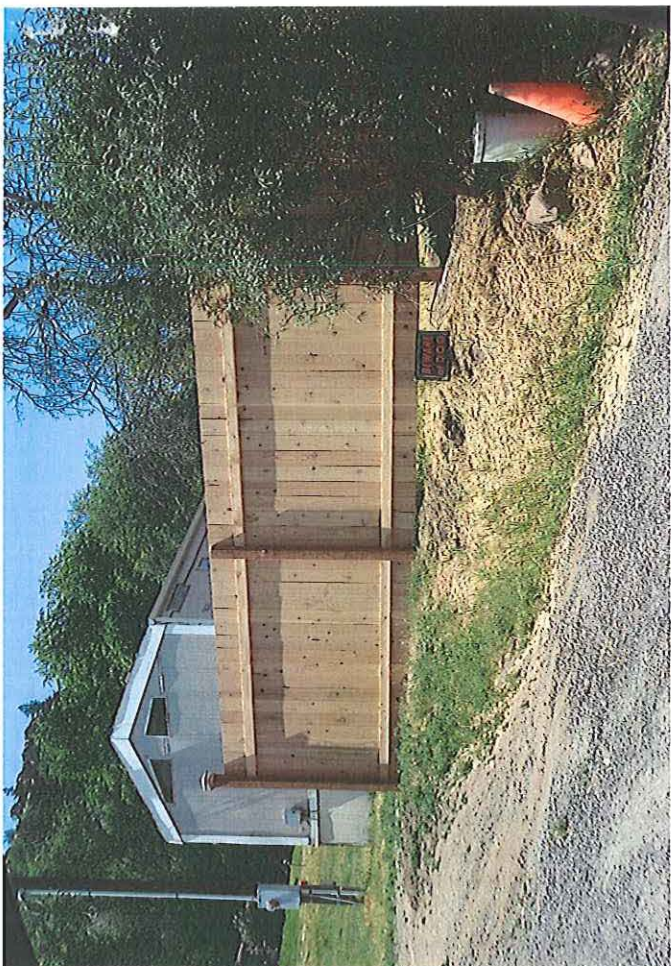
Planners Signature

(To be completed by Executive Assistant to the Board of Commissioners)

TOTAL WAIVED FEES: _____

TOTAL FEES NOT WAIVED: _____

Wasco County Board of Commissioner Signature: _____



Discussion List Item
Community Dispute Resolution Grantee Selection

- [Memo](#)
- [Eligibility Letter](#)
- [Selection Letter](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: COMMUNITY DISPUTE RESOLUTION GRANTEE SELECTION
DATE: 5/29/2013

BACKGROUND INFORMATION

In February of this year the Board began the process of selecting a grantee for the Oregon Office for Community Dispute Resolution funds by signing a joint resolution with Wheeler, Gilliam, Sherman and Hood River Counties notifying the OOCDR of their intent to participate in the program. All five counties advertised for applicants, each receiving only one application for the funding. The sole applicant, Six Rivers Mediation Services, has been approved by OOCDR as an eligible recipient of the funding. The final step of the process is to notify OOCDR of our selection of Six Rivers Mediation Services as the recipient of the grant.

Six Rivers Mediation Services will receive grant funding from OOCDR in the amount of \$15,160.00 for work in Wasco County. The other four counties participating in the joint resolution are expected to make a similar selection which will provide addition grant funding in the following amounts:

Gilliam County	\$ 551.00
Wheeler County	\$ 551.00
Sherman County	\$ 551.00
Hood River County	\$10,750.00



UNIVERSITY OF OREGON
School of Law

May 7, 2013

Carrie Heltzel
Administrator

Gilliam, Hood River, Sherman, Wasco, Wheeler Counties
Board of Commissioners
511 Washington, Room 302
The Dalles, OR 97058
Attention: Kathy White

RE: 2013-2015 Community Dispute Resolution Grants

Dear Board of Commissioners:

I am pleased to inform you that the Oregon Office for Community Dispute Resolution (OOCDR) has completed its review of applications for grant funding under the Oregon Community Dispute Resolution statute and administrative rules. The eligible program in your County is:

* Six Rivers Community Mediation Services

At this point we ask that the County Board of Commissioners take action on or before June 14, 2013 to officially select the eligible grantee to receive OOCDR funds and that you notify me once that action has been taken.

After I receive notice of your selection, I will work directly with the eligible applicant to sign a grant agreement and award the grant. A copy of the grant agreement will be provided to you. Please note that the final grant award will be subject to authorization of ongoing funding by the Oregon Legislative Assembly for the 2013-2015 biennium.

These grants help make it possible to educate the citizens of Oregon about mediation and assist them in finding effective ways to resolve their disputes peacefully. Thank you for the ways in which you support these important community engagements.

Sincerely,

Carrie Heltzel, Administrator
Oregon Office for Community Dispute Resolution

cc: Marti Kantola, Six Rivers Community Mediation Services

OREGON OFFICE FOR COMMUNITY DISPUTE RESOLUTION

1515 Agate Street, 1221 University of Oregon, Eugene OR 97403-1221

T 541-346-1623 F 541-346-1564 <http://oocdr.uoregon.edu>



WASCO COUNTY

Board of County Commissioners

511 Washington Street, Suite 302
The Dalles, Oregon 97058-2237
(541) 506-2520
Fax: (541) 506-2521

Rod Runyon, *Chair of the Board*
Scott Hege, *County Commissioner*
Steve Kramer, *County Commissioner*

June 5, 2013

Carrie Heltzel, Administrator
Oregon Office for Community Dispute Resolution
1515 Agate Street
1221 University of Oregon
Eugene, OR 97403-1221

Dear Ms. Heltzel,

On June 5, 2013, during a regular session of the Board, the Wasco County Board of Commissioners approved the selection of Six Rivers Community Mediation Services as Grantee to receive Oregon Office for Community Dispute Resolution (OOCDR) funding for the 2013-2015 biennium to provide community dispute resolution services for Wasco County.

Please contact us should you have any questions or concerns.

Thank you,

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod Runyon, Commission Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

Discussion List Item
Cartography Contract

- [Memo](#)
- [2012/2013 Cartography IGA](#)
- [2013/2014 Cartography IGA](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: CARTOGRAPHY IGA
DATE: 5/29/2013

BACKGROUND INFORMATION

This is an annual contract with the state to provide map maintenance and cartographic services to Wasco County. Under the terms of the agreement the State will bill the County monthly for services. You will note that while the estimated staff hours have declined over last year, the total cost has escalated by nearly \$3,000 as a result of the hourly rate being charged. You will find this revisited in the Fee Schedule with a corresponding increase in Wasco County fees for related work.

INTERGOVERNMENTAL SERVICES AGREEMENT
CONTRACT #2938

WASCO COUNTY, OREGON
COMMISSIONER'S JOURNAL

CJ2012-000081

This agreement is between The Oregon Department of Revenue (Department) and Wasco County, Oregon.

This agreement is for map maintenance and related cartographic activities to be performed by the Department of Revenue for the County as authorized under ORS 306.125.

Map maintenance and related cartographic activities shall be performed by the Department as requested by the County. All map maintenance work will be completed in accordance with state cadastral map standards. The County's fees are based on estimated staff hours required to complete the work at a specified rate per staff hour. The County's fees are for the fiscal year July 1, 2012 to June 30, 2013. Costs are subject to change for billable overruns. The rate per staff hour includes salaries, supplies, and overhead. In addition, the Department may furnish to the County maps used by the assessor's staff (related maps). These maps are related to map maintenance, but the cost is not included in the rate per staff hour. The cost to the County for related maps will be the actual cost. The County will be billed monthly for services performed and related maps. Payment shall be made within 30 days following each monthly billing.

The Department will make every effort to produce and maintain maps to state standards using correct cadastral procedures. Additionally, should an inadvertent mapping error occur, which causes an assessment to be incorrect, the County shall be responsible to make all administrative corrections to the assessment and incur all costs for the corrections.

Any charges for legal services or litigation costs that may be incurred by the Department at the request of the County are not covered by this agreement.

ACTIVITY	ESTIMATED STAFF HOURS	NOT-TO-EXCEED RATE PER STAFF HOUR	TOTAL COST
Map Maintenance and Related Activities	430.43	\$40.00	\$17,217
Related Maps		Actual	

It is understood and agreed that either party may terminate this agreement upon 90 days written notice. All work completed shall be paid for as of the last day stipulated in the termination notice. All completed work, maps, and records shall be turned over to the County for its use.

It is understood and agreed that this agreement is subject to any law passed by the Legislative Assembly of Oregon affecting any provisions contained herein.

STATE OF OREGON, by and through its
DEPARTMENT OF REVENUE

By Stephanie Lehman
Stephanie Lehman, Contracts Administrator

Date 6/28/12

Internal Review

Merri Seaton
Merri Seaton,
Cadastral Information Systems
Unit Manager
Property Tax Division
Date 6/27/12

By and through the COUNTY COURT or
BOARD OF COUNTY COMMISSIONERS

Of Wasco County, Oregon

By Robert Runyon
County Judge or Chairperson of
the Board of County Commissioners

Date

Sherry Heltidy
County Commissioners

Date 6.20.2012

REVIEWED AND APPROVED

IR Lynn
Assessing Official of Wasco County

Date 6-13-12

**INTERGOVERNMENTAL SERVICES AGREEMENT
CONTRACT #3016**

This agreement is between The Oregon Department of Revenue (Department) and Wasco County (County).

This agreement is for map maintenance and related cartographic activities to be performed by the Department of Revenue for the County as authorized under ORS 306.125.

Map maintenance and related cartographic activities shall be performed by the Department as requested by the County. All map maintenance work will be completed in accordance with state cadastral map standards. Mapping costs are based on estimated staff hours required to complete the work at a specified rate per staff hour. The figures shown below are for the fiscal year July 1, 2013 to June 30, 2014. Costs are subject to change for billable overruns. The rate per staff hour includes salaries, supplies, and overhead. In addition, the Department may furnish to the County maps used by the assessor's staff (related maps). These maps are related to map maintenance, but the cost is not included in the rate per staff hour. The cost to the County for related maps will be the actual cost. The County will be billed monthly for services performed and related maps. Payment shall be made within 30 days following each monthly billing.

The Department will make every effort to produce and maintain maps to state standards using correct cadastral procedures. Additionally, should an inadvertent mapping error occur, which causes an assessment to be incorrect, the County shall be responsible to make all administrative corrections to the assessment and incur all costs for the corrections.

Any charges for legal services or litigation costs that may be incurred by the Department at the request of the County are not covered by this agreement.

ACTIVITY	ESTIMATED STAFF HOURS	NOT-TO-EXCEED RATE PER STAFF HOUR	TOTAL COST
Map Maintenance and Related Activities	400	\$50.00	\$20,000
Related Maps		Actual	

It is understood and agreed that either party may terminate this agreement upon 90 days written notice. All work completed shall be paid for as of the last day stipulated in the termination notice. All completed work, maps, and records shall be turned over to the County for its use.

It is understood and agreed that this agreement is subject to any law passed by the Legislative Assembly of Oregon affecting any provisions contained herein.

STATE OF OREGON, by and through its
DEPARTMENT OF REVENUE

By _____
Stephanie Lehman, Contracts Manager

Date _____

Internal Review

Merri Seaton,
Cadastral Information Systems
Unit Manager
Property Tax Division
Date _____

By and through the COUNTY COURT or
BOARD OF COUNTY COMMISSIONERS

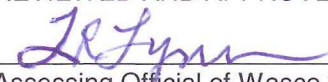
Of Wasco County, Oregon

By _____
County Judge or Chairperson of
the Board of County Commissioners
Date _____

County Commissioners

Date _____

REVIEWED AND APPROVED



Assessing Official of Wasco County

Date 5-10-13

Discussion List Item
VSO Appointments

- [Approval Email](#)
- [Mathew Larsell Application](#)
- [Andretta Schellinger Application](#)
- [Order #13-119 Appointing Mathew Larsell](#)
- [Order #13-120 Appointing Andretta Schellinger](#)



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

VSO Appointments

3 messages

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

Tue, May 28, 2013 at 2:57 PM

To: Donna Lawrence [REDACTED]

Good Afternoon, Donna-

I will be bringing the appointments for Andretta Schellinger and Mathew Larsell before the Board next week. Could you send me a reply to this message confirming that the Veterans Advisory Committee recommends their appointments?

Thank you for your help.

Thank you,

Kathy White
Executive Assistant
Wasco County
Board of County Commissioners
511 Washington Street
The Dalles, OR 97058
work 541.506.2520
fax 541.506.2551

D. Jensen [REDACTED] t>

Tue, May 28, 2013 at 3:30 PM

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

Yes, We recommend their appointments. Thank you Kathy. d

[Quoted text hidden]

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2013.0.3343 / Virus Database: 3184/6364 - Release Date: 05/28/13

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

Tue, May 28, 2013 at 3:31 PM

To: "D. Jensen" [REDACTED]

Thank you, Donna.

Thank you,

Kathy White
Executive Assistant
Wasco County
Board of County Commissioners
511 Washington Street

INFORMATION AND QUALIFICATION FORM

Veterans Advisory Committee VOLUNTEER POSITIONS WASCO COUNTY, OREGON

BACKGROUND

The Wasco County Veterans Advisory Committee meets on the first Thursday of each month to address issues related to veterans and veterans' services in Wasco County. They serve as a conduit between local veterans and County government, educating, recommending and advising the Wasco County Board of County Commissioners regarding veterans' issues.

APPLICATION

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

POSITION DESCRIPTION: Member Wasco County Veterans Services Advisory Committee

Name: Mathew F. Larsell

Address: [REDACTED] The Dalles, OR 97058 [REDACTED]

Phone (home) [REDACTED]

Phone (work) [REDACTED]

E-mail address: mattlarsell@gmail.com

Signature: _____

Date: 3/20/13

Number of years as a Wasco County resident: 4

Your objectives/goals? Desired contributions and accomplishments? I am an Honorably Discharged Former Marine Corps Sergeant. I have been appointed to the Juniper Flat Rural Fire Protection District Board of Directors for several years now. I currently work for a nonprofit agency in The Dalles, OR Greater Oregon Behavioral Health, Inc, as an IT Specialist. As a US Military Veteran, I would like to volunteer any available time I have to becoming more involved in the administration and improvement to veterans' benefits and issues in Wasco County and Oregon as a whole.

Approximate hours/week available for this commitment? As many as required, my employer is very understandable about my commitment to improving Veterans' services in Wasco County

Comments: _____

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

Tigard SR HS, Tigard Oregon HS Diploma Date(s): 1994

Date(s): _____

Date(s): _____

Date(s): _____

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

US Marines Date(s): 8/94 – 8/98
Juniper Flat Rural Fire Protection District Board Member Date(s): 2010 - Current

Date(s): _____

Date(s): _____

General Comments/Additional Relevant Information

I am highly skilled in computer's and currently working for Greater Oregon Behavioral Health as the Information Technology Specialist for the organization. I also volunteer my computer IT skills to the Juniper flat rural fire protection district through my volunteer board position with that organization. My passion for Veterans' benefits and skills would make me a uniquely qualified candidate for this position serving on the Veterans Services Advisory Committee.

Send completed form to:

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

26 March 2013

Board of Commissioners

511 Washington St. Suite 101

The Dalles, OR 97058

Board of Commissioners,

Please see the included application for the Veteran Advisory Committee position. While I have not lived in Wasco County for very long, I have dedicated my adult life to military affairs and the overall betterment of both active duty and retired military veterans. I hope that this will overshadow my lack of residence in this great county.

Best

Andretta Schellinger

INFORMATION AND QUALIFICATION FORM

Veterans Advisory Committee VOLUNTEER POSITIONS WASCO COUNTY, OREGON

BACKGROUND

The Wasco County Veterans Advisory Committee meets on the first Thursday of each month to address issues related to veterans and veterans' services in Wasco County. They serve as a conduit between local veterans and County government, educating, recommending and advising the Wasco County Board of County Commissioners regarding veterans' issues.

APPLICATION

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

POSITION DESCRIPTION: Member Wasco County Veterans Services Advisory Committee

Name: Andretta Schellinger

Address: [REDACTED]

Phone (home): [REDACTED]

Phone (work): [REDACTED]

E-mail address: Andretta.Schellinger@gmail.com

Signature: [Signature]

Date: 3-22-13

Number of years as a Wasco County resident: 8 years 4 months

Your objectives/goals? Desired contributions and accomplishments? Just moved to Wasco County. Really want to help the community and especially veterans in Wasco County.

Approximate hours/week available for this commitment? 5+ hours/week

Comments: mostly after 5 M-Th, and will have time off for monthly meeting

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

Hawaii Pacific University

Date(s): 2006-2012

Master in Diplomatic & Military Studies

Pacific University BA: History Sociology Date(s): 2001-2005

Date(s):

Date(s):

Mid-Columbia Housing Authority - 2012 - Present
Experience (work, volunteering, leadership roles, achievements etc.)

Archivist - Joint POW/MIA Accounting Command Date(s): 2008-2011

FRG Leader - 209th ASB HSC Date(s): 2006-2008

Lady of Loreto award Date(s): 2007

FRG leader of the quarter Date(s): 2007

General Comments/Additional Relevant Information

Husband a disabled veteran, extensive experience with the VA system. Areas of expertise: military culture, unknown burials, archival studies, research.

Send completed form to:

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

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

IN THE MATTER OF THE APPOINTMENT)	
OF MATHEW F. LARSELL TO THE WASCO)	O R D E R
COUNTY VETERANS SERVICES)	#13-119
ADVISORY COMMITTEE.)	

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

IT APPEARING TO THE BOARD: That the Wasco County Veterans Services Advisory Committee shall consist of seven persons who shall be appointed by the Wasco County Board of Commissioners; and

IT FURTHER APPEARING TO THE BOARD: That there exists a vacancy on the Committee and that Mathew F. Larsell is willing and qualified to be appointed to the Wasco County Veterans Services Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Mathew F. Larsell be and is hereby appointed to the Wasco County Veterans Services Advisory Committee for a term to expire December 31, 2015.

DATED this 5th day of June, 2013.

WASCO COUNTY BOARD
OF COMMISSIONERS

APPROVED AS TO FORM:

Rod Runyon, Commission Chair

Eric J. Nisley
Wasco County District Attorney

Scott Hege, Commissioner

Steve Kramer, Commissioner

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

IN THE MATTER OF THE APPOINTMENT)	
OF ANDRETTA SCHELLINGER TO THE)	
WASCO COUNTY VETERANS SERVICES)	ORDER
ADVISORY COMMITTEE.)	#13-120

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

IT APPEARING TO THE BOARD: That the Wasco County Veterans Services Advisory Committee shall consist of seven persons who shall be appointed by the Wasco County Board of Commissioners; and

IT FURTHER APPEARING TO THE BOARD: That there exists a vacancy on the Committee and that Andretta Schellinger is willing and qualified to be appointed to the Wasco County Veterans Services Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Andretta Schellinger be and is hereby appointed to the Wasco County Veterans Services Advisory Committee for a term to expire December 31, 2015.

DATED this 5th day of June, 2013.

WASCO COUNTY BOARD
OF COMMISSIONERS

APPROVED AS TO FORM:

Rod Runyon, Commission Chair

Eric J. Nisley
Wasco County District Attorney

Scott Hege, Commissioner

Steve Kramer, Commissioner

Discussion List Item
NACO Dues Increase

- [NACO Letter](#)
- [Participation Report](#)



NACo Dues Adjustment Takes Effect in 2014

Hon. Rod Runyon
Chair, Commissioner
Wasco County
Suite 201
511 Washington St.
The Dalles, OR 97058-2237

Dear Rod:

Thank you for your membership and participation in the National Association of Counties (NACo). As a membership-driven organization, we truly value and appreciate your active support and leadership, especially during these turbulent and uncertain times.

For nearly 20 years, the association's dues have been calculated based on 1990 and 1995 Census numbers and your annual dues have remained unchanged for the past seven years (2006 to 2013). Under the leadership of the NACo Board of Directors, these actions reflect our commitment and understanding that we must contain our costs, use our membership resources wisely and leverage other sources of funding to advance the association's core mission and goals.

On a regular basis, the NACo board evaluates the membership dues formula and structure. After significant dialogue and consideration, the NACo board voted last year to update the county population figures to use 2010 Census figures as the new baseline for the association's membership dues. To minimize the impact on your county and others across the country, the board also opted to lower the formula multiplier. The result is that the dues for some counties will increase, while others will be reduced. *It is important to note that a safeguard was included to limit the change, whether an increase or decrease, for each county.*

Your county membership dues for 2014 are: \$504. Here are the factors on which the adjustment is based:

- Use 2010 Census numbers instead of 1995 numbers
- Adjust the dues multiplier from .02136 per resident to .02 per resident, and
- Limit increases and decreases for affected counties to 15% of the 2013 dues.

NACo provides valuable services and programs to your county and others throughout the country. Here are a few examples:

- Leading a national coalition of more than 60 organizations to protect tax-exempt municipal bonds. If pending federal proposals to alter this essential public infrastructure investment tool were in place during the past 10 years, state and local governments would have paid an estimate \$173 billion in additional bond interest payments
- Fighting to reduce unfunded and underfunded federal mandates on counties, promoting job growth and infrastructure development, strengthening the voice of counties in the intergovernmental system, protecting county funding for PILT and Secure Rural Schools, and increasing awareness of the county role in public health and health care, public safety, transportation, public administration and other essential county functions and services

- Helping more than 1,400 counties to save more than \$500 million for their residents and employees through the NACo Prescription Discount Card Program
- Achieving huge individual county discounts as part of nationally bid services and products through our U.S. Communities cooperative purchasing agreements
- Hosting more than 60 free webinars each year, allowing your access to first-class education and information right at your desktop, and
- Offering free research and issue oriented publications, outstanding professional development and peer networking conferences, grants information and much more.

If you would like to see the funding, savings and programs that your dues have helped provide, please reference your enclosed NACo Participation and Membership Benefits Report.

As the only national advocate for counties, NACo works every day to ensure county governments are a recognized and driving force in America's system of federalism. Your membership and participation in NACo are an investment in the future that pays dividends to you and the residents you serve. *Our collective results as a team are evident in our annual membership retention rate of 97 plus % - among the very highest of any national membership organization!*

To remain at the cutting edge, however, we must enhance our focus on identifying, sharing and implementing county solutions and innovations. This includes more aggressively advancing sound public policies on behalf of the nation's counties, offering tailored professional development resources for county elected and senior appointed officials, and helping counties deliver more affordable and quality driven services to citizens and customers.

Our goal is to ensure county government remains the most effective, efficient, productive and trusted level of government in the United States! To achieve this vision, we are respectfully asking for your continued membership support, active participation and constant feedback.

Thank you in advance for your continuing support. If you have any questions, please feel free to call me or send an email to discuss them.

Sincerely,



Matthew D. Chase
Executive Director
mchase@naco.org
1-888-407-NACo (6226)

P.S. At the national level, we are currently engaged in a number of significant policy battles on behalf of the nation's counties and we need and appreciate each and every one of our members! We encourage you to renew your membership dues and plan to attend our Annual Conference in July in Tarrant County (Ft. Worth), Texas to learn more!

Participation and Membership Benefits Report



This report provides a detailed summary of services and dollars your county has received as a direct benefit from being a member of NACo.

Wasco County, OR

Wasco County
511 Washington Street
County Courthouse
The Dalles, OR 97058-2231
Phone: (541)296-2207 Fax: (541)298-3650
Website: <http://www.co.wasco.or.us>

NACo Member County

County Seat: The Dalles
Year Organized: 1854
Size of Board: 3
Population: 25,213
Square Miles: 2,382
NACo Dues: \$ 504.00

NACo Program Participation



U.S. Communities Participant - Annual Savings

2010	2011	2012
\$2,262	\$17	\$0



Deferred Compensation Program Participant

Federal Funds Lobbied for by NACo

At the federal level, NACo works to increase, maintain, or create funding for programs that benefit county governments and their residents. It is important to note that the programs listed here represent the types of programs on which NACo lobbies. This is not the complete list of all the federal funds counties receive, but a sample of specific federal programs through which counties receive funding as a result of NACo's lobbying efforts.

Year	PILT	SCAAP	CDBG	HOME	SRS	USDA
2012	\$75,303	\$4,903	\$0	\$0	TBD	\$5,438,534
2011	\$73,085	\$0	\$0	\$0	\$938,183	\$6,565,704
2010	\$73,085	\$4,450	\$0	\$0	\$1,853,225	\$17,977,502

NACo Educational & Professional Development

Conference / Event		Attendees
2010 NACo Jail Diversion Forum		1
Year	Webinar	Attendees
2012	Developing a Social Media Policy That's Right for Your County	1
2011	Improving Local and State Partnerships in Sentencing and Corrections	1
2011	Newly elected officials and new members: Learn how you can save money and time through exclusive NACo programs	1
2010	ARRA: Innovative Borrowing Tools Available for Counties	1
2010	The FHWA, Office of Safety Nine Proven Safety Countermeasures	1

Publications and Subscriptions

County News Subscriptions: 10
Washington Watch and Electronic County News: 17

Discussion List Item

Healthy Start IGA

- [Introductory Email](#)
- [Healthy Start IGA](#)



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

Fwd: Revised IGA-changes to HS allocation

1 message

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

Thu, May 23, 2013 at 8:20 AM

Kathy - this is the IGA and I would agree this to be accurate and recommend signature - I will write a memo.

Molly

----- Forwarded message -----

From: **JONES Linda P * OEIB** <linda.p.jones@state.or.us>
Date: Fri, May 17, 2013 at 12:24 PM
Subject: RE: Revised IGA-changes to HS allocation
To: "rodr@co.wasco.or.us" <rodr@co.wasco.or.us>
Cc: "mollyr@co.wasco.or.us" <mollyr@co.wasco.or.us>

Dear Chair Runyon,

After conversations with Joella Dethman in Hood River and receiving a letter from Molly Rogers, CCF director in Wasco regarding Healthy Start funding and contracting, the decision was made to issue a separate IGA to each county for continuation of Healthy Start services. Each county will continue to contract with The Next Door for Healthy Start services.

Attached is the revised-2 IGA outlining the total amount that is being allocated at this time for Healthy Start services.

Wasco's IGA total is \$157,297 (HSGF -\$135,122 + GS -\$22,175) these were the funds dedicated to Healthy Start in the 2011-2013 Biennium and will continue to be dedicated to HS for 2013-2015.

Thank you Molly for your assistance in getting this completed to everyone's satisfaction.

Linda

**OREGON DEPARTMENT OF EDUCATION
EARLY LEARNING DIVISION 2013-2015
COUNTY INTERGOVERNMENTAL AGREEMENT
"Mixed Funds Agreement"**

This Early Learning Division 2013-2015 County Intergovernmental Agreement ("Agreement") is entered into by and between the State of Oregon, acting by and through its Early Learning Division of the Department of Education ("Agency"), and Wasco County a political subdivision of the State of Oregon ("County").

RECITALS

WHEREAS, ORS 417.790, and 417.795, section 4, chapter 519, Oregon Laws 2011 (as amended by section 3, chapter 37, Oregon Laws 2012), and section 1 of HB 3234 (2013) authorize Agency to implement and oversee a system of early learning services in Oregon communities to ensure that children enter school ready to learn;

WHEREAS, section 77, chapter 37, Oregon Laws 2012 (as amended by Section 16 of HB 2013 (2013)), section 24 of HB 2013 (2013), and section 1a of HB 3234 (2013) contemplate that early learning services will be delivered through the direction of Early Learning Hubs, in communities served by such hubs, and administered by the Early Learning Council through Agency, in communities not served by an Early Learning Hub;

WHEREAS, County is not currently served by an Early Learning Hub;

WHEREAS, in order to provide for the delivery of early learning services in County, Agency desires to enter into this Agreement to provide certain funding to County, under the terms and conditions hereof, for the delivery of early learning services in County;

WHEREAS, County desires to receive such funding, under the terms and conditions of this Agreement, for the foregoing purpose;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. This Agreement is effective on the later of July 1, 2013 or the date it has been fully executed by every party and, when required, approved by the Oregon Department of Justice. Unless extended or terminated in accordance with its terms, this Agreement terminates on June 30, 2015. This Agreement may be extended for additional time, with a maximum term of four years. Agency will provide to the Contractor written notice of intent to extend the Agreement in the form of an Amendment.
2. Agreement Documents, Order of Precedence. This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control, as follows: this agreement less all exhibits, Exhibit A Definition),

Exhibit B (Funding Area Definitions), Exhibit C (Award), Exhibit D (Special Terms and Conditions), Exhibit E (General Terms and Conditions), Exhibit F (Standard Terms and Conditions), and Exhibit G (Federal Terms and Conditions).

3. County, by execution of this Agreement, hereby acknowledges County has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

THE CHAIR, BOARD OF COUNTY COMMISSIONERS (BOCC)

By: _____
Name: _____
Title: _____
Date: _____

OTHER COUNTY COMMISSIONER DELEGATE

By: _____
Name: _____
Title: _____
Date: _____

OTHER COUNTY COMMISSIONER DELEGATE

By: _____
Name: _____
Title: _____
Date: _____

**STATE OF OREGON ACTING BY AND THROUGH
ITS OREGON DEPARTMENT OF EDUCATION**

By: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF JUSTICE

Approved for Legal Sufficiency (ORS 291.047)

EXHIBIT A

DEFINITIONS

As used in this Agreement, the following words and phrases shall have the indicated meanings.

1. **"Activity"** means an activity falling within a Funding Area, whose costs are covered in whole or in part with financial assistance Agency pays to County pursuant to this Agreement.
2. **"Agency"** has the meaning set forth in the first paragraph of this Agreement.
3. **"Agreement"** means this Oregon Department of Education, Early Learning Division 2013-2015 County Intergovernmental Agreement.
4. **"Allowable Costs"** means those costs deemed reasonable (Reasonable Cost, 2 CFR Part 225 (C)(2)(a)) and necessary for the State to administer and deliver the services as provided in the implementation of the Cost Allocation Plan as determined in accordance with Office of Management and Budget Circulars A-87 (2 CFR PART 225) and A-122, as revised from time to time.
5. **"Claim"** has the meaning set forth in Section 4 of Exhibit F.
6. **"County"** has the meaning set forth in the first paragraph of this Agreement.
7. **"Cost Allocation Plan"** means the State plan submitted to Department of Health and Human Services for each year the State claims central service costs under Federal awards, as set forth in Appendix C to Part 225- State/Local wide Central Service Cost Allocation Plans).
8. **"Department of Health and Human Services or DHHS"** means the Federal Department of Health and Human Services.
9. **"Federal Funds"** means the funds paid to County under this Agreement that Agency receives from the Department of Health and Human Services, or another instrumentality or program of the federal government of the United States.
10. **"Funding Area"** means any one of the areas enumerated and further described in Exhibit B.
11. **"Funding Area Description"** means the description of a Funding Area set forth in Exhibit B.
12. **"Misexpenditure"** has the meaning set forth in Section 1 of Exhibit E.
13. **"Plan"** means the most recently adopted local coordinated comprehensive plan for County.
14. **"Provider"** has the meaning set forth in section 5 of Exhibit E. As used in a Funding Area Description, Provider also includes County if County conducts an Activity within that Funding Area directly.
15. **"Underexpenditure"** has the meaning set forth in section 1 of Exhibit E.

EXHIBIT B

FUNDING AREA DESCRIPTIONS

- A.** Funds for the following Funding Area are included in this Agreement as of the effective date of this Agreement.
1. **Healthy Start.** Healthy Start activities are described in OAR 423-010-0024(6) and OAR 423- 045-0015.
- B.** Funds for the following Funding Areas may be amended into this Agreement, depending on legislative action.
1. **Great Start.** Great Start activities are described in OAR 423-010-0024(1).
 2. **Children, Youth and Families.** Children, Youth and Families activities are described in OAR 423-010-0024(3).
 3. **Family Support Services.** Family Support activities are described in OAR 423-010-0024(7).

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EXHIBIT C

AWARD

FUNDING AREA	GENERAL FUNDS	FEDERAL FUNDS	CFDA NUMBER
1. Healthy Start	\$157,297	\$	

EXPLANATION OF AWARD

The Award set forth above reflects the maximum amount of financial assistance Agency will provide to County under this Agreement in support of Activities in the specified Funding Area. The CFDA (Catalog of Federal Domestic Assistance) Number specifies the source of federal funds as follows: CFDA Number 93.667 specifies Title XX, Social Service Block Grant, funds.

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**THE EARLY LEARNING DIVISION 2013-2015
COUNTY INTERGOVERNMENTAL AGREEMENT
[PLACEHOLDER]**

FUNDING AREA	GENERAL FUND	FEDERAL FUNDS	CFDA NUMBER
1. Great Start	\$	\$	\$
2. Children Youth & Families	\$	\$	\$
3. Family Support Services	\$	\$	\$

EXPLANATION

For a description or OAR for the above funding see Exhibit B.

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EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Special Restrictions on Expenditure of Award.** In addition to any other restriction or limitation on County's expenditure of financial assistance, County may expend financial assistance provided under this Agreement only in accordance with the limitations set forth in OAR 423-010-0040 and 423-010- 0027(2) and, with respect to Activities within a specific Funding Area, the limitations set forth in OAR 423-010-0023 and 423-010-0024. County may not expend financial assistance provided under this Agreement in excess or contravention of the foregoing limits.
2. **Carryover.** Notwithstanding Section 1 of Exhibit E, if authorized by Agency in writing in accordance with OAR 423-010-0027, County may retain and expend in accordance with OAR 423-010- 0027(5)(a)(b)(c) financial assistance disbursed to County under this Agreement that is not expended at Agreement termination. All financial assistance retained by County in accordance with this section not expended within 90 days after the termination of this Agreement shall be deemed an Under expenditure subject to recovery under Section 1 of Exhibit E.
3. **Reporting.** County shall submit reports to Agency as required by OAR 423-010-0027(7-9).

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EXHIBIT E

GENERAL TERMS AND CONDITIONS

1. Disbursement, Use and Recovery of Award.

a. **Disbursement and Use Generally.** Subject to the conditions precedent set forth below, Agency shall disburse the financial assistance described in the Award to County in accordance with OAR 423-010-0027(1) on an expense reimbursement basis or, at Agency's discretion, in periodic proportional allotments. The mere disbursement of financial assistance to County does not vest in County any right to retain those funds. Disbursements not provided on an expense reimbursement basis are considered an advance of funds to County which County may retain only if properly expended, in accordance with terms and conditions of this Agreement.

b. **Conditions Precedent to Disbursement.** Agency's obligation to disburse financial assistance to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

(i) Agency has received sufficient funding, appropriations and other expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.

(ii) No default as described in Section 8 of this Exhibit has occurred.

(iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

c. Recovery of Award.

(i) **Notice of Underexpenditure or Misexpenditure.** In the event of an Underexpenditure or a Misexpenditure (each as defined below) of any moneys disbursed to County under this Agreement, Agency and County shall engage in the process described in this Section 1.c to determine the appropriate amount that Agency may recover from County, and the appropriate method for implementing such recovery. For purposes of this Section 1.c, an "Underexpenditure" means money disbursed to County by Agency under this Agreement that has not been expended by County at Agreement termination, other than money, if any, that County is expressly permitted to retain and expend in the future under other provisions of this Agreement, and "Misexpenditure" means money disbursed to County by Agency under this Agreement and expended by County that:

(a) Is identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the State of Oregon; or

(b) Is identified by the State of Oregon or Agency as expended in a manner other than that permitted by this Agreement, including without limitation, any money

expended by County, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or

(c) Is identified by the State of Oregon or Agency as expended on an Activity that did not meet the standards and requirements of this Agreement with respect to that Funding Area.

(d) The term "Misexpenditure" does not include any County payments or expenditures that are:

(A) Made pursuant to Oregon Administrative Rules;

(B) Made with Agency's written direction or approval; or

(C) Consistent with the Plan.

(e) If County payments or expenditures are later determined to be impermissible due to a subsequent modification of applicable statutes, federal rules, OMB Circulars or any other authority not listed in Section 1.c (i)(d) above that governs the expenditures of such monies by County, the parties agree to meet and negotiate in good faith an appropriate apportionment of responsibility for the repayment of the impermissible payments or expenditures.

In the event of a Underexpenditure or a Misexpenditure, Agency shall provide to County notice thereof.

(ii) **County's Response.** From the date of County's receipt of the notice of Underexpenditure or Misexpenditure, County shall have the lesser of (i) 90 calendar days, or (ii) if an Underexpenditure or Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) the Agency has to appeal a final written decision from the federal government, to either:

(a) Make a payment to the Agency in the full amount of the Underexpenditure or Misexpenditure identified by the Agency; or

(b) Notify the Agency that County wishes to repay the amount of the Underexpenditure or Misexpenditure from future payments pursuant to Section 1.c(iv) below; or

(c) Notify the Agency that it wishes to engage in the applicable appeal process set forth in Section 1.c (iii) below.

The Agency shall not require County to perform additional services to be paid from a Underexpenditure. If County fails to respond within the time required under Section 1.c(ii) above, Agency may recover the amount of the Underexpenditure or Misexpenditure from future payments as set forth in Section 1.c(iv) below.

(iii) **Appeals Process.** If County notifies Agency that it wishes to engage in an appeal process with respect to a noticed Underexpenditure or Misexpenditure, the parties shall comply with the following procedures, as applicable:

(a) Appeal from Agency-Identified Underexpenditure or Misexpenditure. If the Agency's notice of Underexpenditure or Misexpenditure is based on an Underexpenditure or Misexpenditure other than a Misexpenditure of the type identified in Section 1.c(i)(a) above, County and the Agency shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes there is, in fact, no Underexpenditure or Misexpenditure or that the amount of the Underexpenditure or Misexpenditure is different than the amount identified by the Agency, and to give the Agency the opportunity to reconsider its notice based on such presentation and discussion. County and Agency may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Misexpenditure. In determining an appropriate apportionment of responsibility, County and Agency may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If after such discussions Agency and County disagree as to whether or not there has been an Underexpenditure or Misexpenditure or to the amount thereof, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, arbitration. If Agency and County reach agreement on the amount owed to Agency, County shall promptly repay that amount to Agency by issuing payment to Agency or by directing Agency to withhold future payments pursuant to 1.c.(iv) below. However, the parties shall not violate federal or state statutes, administrative rules, other applicable authority, or this Agreement in selecting the method or amount of repayment. If the parties are unable to reach agreement within a reasonable period of time, Agency may employ other remedies available under this Agreement or otherwise available at law or in equity.

(b) Appeal from Federal-Identified Misexpenditures. In the event the notice of Misexpenditure is based on a federal determination of an improper use of federal funds or a federal notice of disallowance and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use or notice of disallowance, then County may request that Agency appeal the determination of improper use or notice of disallowance in accordance with the process established or adopted by the federal agency. If County so requests that Agency appeal the determination of improper use of federal funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of the County, be retained by the County or returned to Agency pending the final federal decision resulting from the initial appeal. County and Agency shall cooperate with each other in pursuing the appeal. Agency shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. In the event that the Grant Appeals Board or its equivalent denies the appeal Agency may, in its sole discretion, either pursue further appeals in cooperation with County, or notify County that it will recover the Misexpenditure from future payments pursuant to Section 11.c(iv) below. County may choose to pursue any further appeals that might be available to it, and Agency will participate to the extent it determines, at its sole discretion, that its further participation is reasonable and

practical. Regardless of any further appeals, within 90 days of the date the federal decision resulting from the initial appeal is final, County shall repay to Agency the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to Agency or directing Agency to withhold future payments pursuant to Section 1.c.(iv) below. To the extent that County retained any of the amount in controversy while the appeal was pending, the County shall pay to Agency the interest, if any, charged by the federal government on such amount.

(iv) Recovery From Future Payments. To the extent Agency is entitled to recover an Underexpenditure or Misexpenditure from future payments as permitted in this Section 1.c, Agency may recover the Underexpenditure or Misexpenditure by offsetting the amount thereof against future amounts owed to County by Agency. Agency shall provide County written notice of its intent to recover the amount of the Underexpenditure or Misexpenditure from amounts owed County by Agency as set forth in this Section 1.c.(iv), and shall identify the amounts owed by Agency which the Agency intends to offset (including the Agreement or Agreements, if any, under which the amounts owed arose). County shall then have 14 calendar days from the date of Agency's notice in which to request the deduction be made from other amounts owed to County by Agency and identified by County. Agency shall comply with County's request for alternate offset, unless the County's proposed alternative offset would cause the Agency to violate federal or state statutes, administrative rules or other applicable authority. In the event that Agency and County are unable to agree on which specific amounts owed to County by Agency the Agency may offset in order to recover the amount of the Underexpenditure or Misexpenditure, then the Agency may select the particular amounts from which it will recover the amount of the Underexpenditure or Misexpenditure, within the following limitations: Agency shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then Agency may look to any other amounts currently owing or owed in the future to County by Agency. In no case, without the prior consent of County, shall the Agency deduct from any one payment due County under the Agreement or agreement from which Agency is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. The Agency may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Misexpenditure.

Consistent with Section 1.c.(v)(d), nothing in this Section 1.c.(iv) shall cause County to violate state or federal constitutions, statutes, regulations, rules or other applicable state or federal authority.

(v) Additional Provisions related to parties rights/obligations with respect to Underexpenditures or Misexpenditures.

(a) Agency's right to recover Underexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.

(b) If the exercise of the Agency's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

(c) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future Agreement with the Agency.

(d) Nothing in this Agreement shall require County or Agency to act in violation of state or federal law or the Constitution of the State of Oregon.

(e) Nothing in this Section 1.c shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

(vi) **Modification of Award.** In the event of a modification in the amount of the Award pursuant to the terms of this Agreement, Agency shall provide written notice of such modification to County and provide County with a modified Award. After such notice, County shall not expend previously disbursed Award moneys in excess of the modified Award. County shall return any remaining disbursed funds in excess of the modified Award to the Agency within 90 calendar days of the noticed modification.

2. **County Representations.** County represents to Agency as follows:

a. **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

b. **Due Authorization.** The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

c. **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

d. **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to Agency hereunder or in connection with the financial assistance provided to County hereunder are true and accurate in all materials respects.

e. **Activities.** The performance of each Activity will comply with the terms and conditions of this Agreement and meet the standards for such Activity as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Award and applicable Funding Area Description.

f. **Cumulative Representations and Warranties.** The representations set forth in this Section are in addition to, and not in lieu of, any other representations or warranties set forth in this Agreement or implied by law.

3. **Agency Representations.** Agency represents to County as follows:

a. **Organization and Authority.** Agency has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

b. **Due Authorization.** The making and performance by Agency of this Agreement (1) have been duly authorized by all necessary action of Agency and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Agency is a party or by which Agency may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Agency of this Agreement, other than approval by the Department of Justice if required by law.

c. **Binding Obligation.** This Agreement has been duly executed and delivered by Agency and constitutes a legal, valid and binding obligation of Agency, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

d. **Cumulative Representations and Warranties.** The representations set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided.

4. **Expenditure/Obligation of Award.** County may not expend or obligate in excess of 54 percent of the financial assistance provided to County under this Agreement during the first year of this Agreement without the prior approval of Agency. County may expend the financial assistance provided to County under this Agreement solely on Allowable Costs necessarily incurred in the conduct of Activities in implementation of the Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement, whether in the applicable Funding Area Descriptions, special conditions identified in the Award, or otherwise):

a. County may not expend and shall require all Providers by contract to not expend on any Activity any financial assistance provided to County under this Agreement in excess of the amount reasonable and necessary for quality performance of that Activity.

b. County may not expend and shall require all Providers by contract to not expend financial assistance awarded to County under this Agreement for a particular Funding Area (as reflected in the Award) on any Activities other than Activities falling within that Funding Area.

c. County may not use financial assistance provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to the effective date of this Agreement.

5. **Reports.** County shall prepare and deliver to Agency written reports on the expenditure of the financial assistance provided to County hereunder. The reports shall be prepared and submitted in accordance with OAR 423-010-0027(7) through (9).

6. **Provider Agreements.** Except when the Funding Area Description requires Activities falling within that Funding Area to be provided or conducted by County directly or expressly provided in the Plan, County may expend financial assistance provided under this Agreement for a particular Activity to purchase services comprising that Activity from a third person or entity (a "Provider") through a contract (a "Provider Agreement"). County may permit a Provider to purchase services comprising an Activity, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the services. The Provider Agreement must be in writing and contain each of the provisions that must be included in a Provider Agreement under the terms of this Agreement or in order to permit County to comply with its obligations under this Agreement with respect to the Activities conducted by the Provider. County shall maintain an originally executed copy of each Provider Agreement at its office and shall furnish a copy of any Provider Agreement to Agency upon request.

7. **Provider Monitoring.** County shall monitor the use by Providers of all Award funds distributed to such Providers. County shall advise all Providers of the requirements applicable to them and to the use of Award funds under this Agreement, state and federal laws, state and federal regulations, the provisions of other applicable contracts and any supplemental requirements imposed by the County. County shall require by contract that Providers comply with such requirements and satisfy Plan and other program goals related to their Award financing. County shall monitor relevant activities of Providers to ensure that Award funds are used for authorized purposes in compliance with such requirements. County shall ensure and require by contract that Providers which expend \$500,000 or more in federal funding during the fiscal year relevant to this Agreement have a single, comprehensive and independent audit with respect to such funds for that fiscal year. If findings/recommendations occur from such audits, or from other audits or other County monitoring with respect to Award funds, County shall issue management decisions to relevant Providers within 120 calendar days after receipt of such audit reports or generation of monitoring findings/recommendations and shall ensure that Providers take appropriate and timely corrective action. County also shall provide copies of such audit and monitoring findings/recommendations and of corresponding County management decisions to the Agency within thirty (30) days of County's deadline herein for issuing its respective management decision.

8. **Records Maintenance, Access and Confidentiality.**

a. **Access to Records and Facilities.** The Agency, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the County and all Providers that are directly related to this Agreement, the financial assistance provided hereunder, or any Activity for the purpose of making audits, examinations, excerpts, copies and transcriptions. County shall include this provision in all Provider Agreements and require all Providers to include this provision in all subcontracts. In addition, County shall permit, and require all Providers by contract to permit, authorized representatives of Agency to perform site reviews of all Activities of County or of Provider.

b. **Retention of Records.** County shall retain and keep accessible and require all Providers by contract to retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the financial assistance provided hereunder or any Activity, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination of this Agreement. If there are unresolved audit or other questions at the end of the three-year period, County shall retain the records until the questions are resolved.

c. **Expenditure Records.** County shall document and require all Providers by contract to document the expenditure of all financial assistance paid by Agency under this Agreement. Unless applicable federal law requires County or a Provider to utilize a different accounting system, County shall create and maintain and require all Providers by contract to create and maintain all expenditure records in, accordance with generally accepted accounting principles and in sufficient detail to permit Agency to verify how the financial assistance paid by Agency under this Agreement was expended.

9. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Plan;

b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by Agency to measure County performance hereunder, including without limitation, the conduct of Activities, the expenditure of financial assistance or the performance by County, is untrue in any material respect when made;

c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like for County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

10. **Agency Default.** Agency shall be in default under this Agreement upon the occurrence of any of the following events:

- a. Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by Agency herein or in any documents or reports made in connection herewith reasonably relied upon by County to measure performance by Agency is untrue in any material respect when made.

11. **Termination.**

a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to provide services under this Agreement as follows:

- (i) At its sole discretion upon 60 days advance written notice to Agency, or
- (ii) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (iii) Upon 45 days advance notice to Agency, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in reasonable exercise of its administrative discretion; or
- (iv) Immediately upon written notice to Agency, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. **Agency Termination.** Agency may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for a particular Funding Area described in the Award:

- (i) Upon 60 days advance written notice to County, if Agency determines, in its sole discretion, to end all or any portion of the financial assistance to County under this Agreement; or
- (ii) Upon 45 days advance notice to County, if Agency does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of Agency under this Agreement, as determined by Agency in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, the Agency may terminate immediately upon written notice to County or at such other times as it may determine if action by the federal government, the Oregon Legislative Assembly, the Oregon Department of Administrative Services, or the Emergency Board reduces funding to be provided by Agency under this Agreement or the Agency's legislative authorization and the effective date for such reduction is less than 45 days from the date the action is taken.

- (iii) Immediately upon written notice to County if state or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that the Agency does not have the authority to provide financial assistance for one or more Funding Areas or no longer has the authority to provide the financial assistance from the funding source it had planned to use.
- (iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Agency may specify in the notice.
- (v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to conduct an Activity for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to conduct that Activity. This termination right may only be exercised with respect to the Funding Area impacted by loss of necessary licensure or certification.
- (vi) Immediately upon written notice to County, if Agency determines that County or any of its Providers have endangered or are endangering the health or safety of individuals.
- (vii) Upon 30 days advance written notice to County, if an Early Learning Hub (as contemplated by HB 2222 (2013) and HB 2013 (2013)) is established to serve County's jurisdiction.

12. Effect of Termination

- a. **Generally.** If Agency disbursements of financial assistance under this Agreement for a particular Funding Area are reduced under Section `13 of Exhibit E, or as a result of Agency's exercise of its rights under this Exhibit E, or as a result of an amendment to this Agreement reducing the amount of financial assistance awarded for that Funding Area, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the disbursement reduction. Furthermore, County may, from and after the date of a disbursement reduction described in the preceding sentence, reduce or eliminate the quantity of Activities within that Funding Area commensurate with the size of the disbursement reduction for that Funding Area. Nothing in this Section 12(a) shall affect the County's obligations under this Agreement with respect to financial assistance actually received by County under this Agreement or with respect to Activities actually performed.
- b. **Entire Agreement.** Upon termination of this Agreement in its entirety, Agency shall have no further obligation to pay or disburse financial assistance to County under this Agreement, whether or not Agency has paid or disbursed to County all financial assistance described in the Award. Notwithstanding the foregoing, Agency shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by Agency. County shall have no further obligation to perform activities or services under this Agreement after termination in its entirety except to provide information as required under this Agreement and to cooperate with Agency with respect to the enforcement of surviving rights and obligations under Subsection 12d.

c. **Award for Individual Funding Area.** Upon termination of Agency's obligation to provide financial assistance under this Agreement for a particular Funding Area, Agency shall have no further obligation to pay or disburse any financial assistance to County under this Agreement for that Funding Area, whether or not Agency has paid or disbursed to County all financial assistance described in the Award for that Funding Area. Notwithstanding the foregoing, Agency shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by Agency. County shall have no further obligation to perform services or activities under this Agreement within a particular Funding Area if Agency's obligation to provide financial assistance for that particular Funding Area has been terminated except to provide information as required under this Agreement and to cooperate with Agency with respect to the enforcement of surviving rights and obligations under Subsection 12d.

d. **Survival.** Termination of this Agreement shall not extinguish or prejudice Agency's right to enforce this Agreement in accordance with its terms with respect to financial assistance disbursed to County under this Agreement prior to the termination. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Agency's right to recover from County, in accordance with the terms of this Agreement, any financial assistance disbursed to County that is identified as an Underexpenditure or Misexpenditure. Termination of this Agreement, in whole or in part, shall not affect County's right to receive financial assistance to which it is entitled, as described above in Subsections a. through c. In addition, termination of this Agreement shall not affect the parties rights to enforce terms or conditions of this Agreement that, by their express language or nature, should survive termination of this Agreement, including but not limited to the indemnities set forth in Section 12 of Exhibit F. If a termination right set forth in this Exhibit E is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination. Specifically, but without limiting the generality of the preceding sentence, if this Agreement is terminated because an Early Learning Hub is established to serve County's jurisdiction, the parties shall cooperate in the transition of early learning services to the Early Learning Hub.

13. **Modification of Award.** If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated, authorized or allotted to Agency, Agency shall provide written notice of such a change to County. The parties shall negotiate an agreement to adjust County's levels of service in a commensurate amount and in proportion to the increase or decrease in the appropriation, authorization or allotment to the Agency. As appropriate, the parties shall execute an amendment to this Agreement reflecting the increase or decrease in the Award and adjustment in levels of service. Nothing in this section shall limit or restrict Agency's rights under this Agreement to suspend disbursement of financial assistance or to terminate this Agreement (or portion thereof as provided in this Exhibit E) as a result of a reduction in appropriations or allotments. This Section is not applicable to any funding change that requires a different or new service to be provided. Further, all parties agree that County may reduce, adjust or terminate levels of service commensurate with the amount of any reduction of money appropriated for implementation of the Plan, in accordance with Exhibit E, Section 1 (a) of this Agreement.

14. **Resolution of Disputes over Additional Financial Assistance Claimed by County.** If after termination of this Agreement, County believes that Agency disbursements of financial assistance under this Agreement for a particular Funding Area are less than the amount of

financial assistance that Agency is obligated to provide to County under this Agreement for that Funding Area, as determined in accordance with applicable financial assistance calculation methodology, County shall provide Agency with written notice thereof. Agency shall have 90 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If Agency notifies County that it wishes to engage in a dispute resolution process, County and Agency's Assistant Administrator shall engage in non-binding discussion to give Agency an opportunity to present reasons why it believes that it does not owe County any additional financial assistance or that the amount owed is different than the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If Agency and County reach agreement on the additional amount owed to County, Agency shall promptly pay that amount to County. If Agency and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination of this Agreement under Section 15 below,

15. Resolution of Disputes, Generally. In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies available under this Agreement or otherwise available at law or in equity.

EXHIBIT F

STANDARD TERMS AND CONDITIONS

1. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid to County or Agency at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against Agency, any notice transmitted by facsimile must be confirmed by telephone notice to Agency's Business Services Office at (503) 373-1283. To be effective against County, any notice transmitted by facsimile must be confirmed by telephone notice to County. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Agency: THE EARLY LEARNING DIVISION,
775 Court Street NE, Salem, OR 97301
Voice: 503.373.1283
Facsimile: 503.378.8395
Email: serena.harris@state.or.us .

Notices to County: Wasco County
610 Court Street
The Dalles, OR 97058

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

2. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

3. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. THE PARTIES BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURT. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any other court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the

right to seek judicial enforcement of this Agreement.

4. **Compliance with Law.** Both parties shall comply and County shall require all Providers by contract to comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the conduct of Activities. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (d) ORS 30.670 to 30.685, ORS 659.430 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the conduct of Activities. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and Agency, that employ subject workers who conduct Activities in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. County shall require by contract that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

5. **Assignment of Agreement, Successors in Interest.**

a. County shall not assign, delegate, or transfer its interest in this Agreement without prior written approval of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Agency may deem necessary. No approval by the Agency of any assignment or transfer of interest shall be deemed to create any obligation of the Agency in addition to those set forth in the Agreement.

b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

6. **No Third Party Beneficiaries.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of Agency to assist and enable Agency to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

7. **Integration and Waiver.** This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

8. **Amendment.** No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Administrative Services and Department of Justice. Such waiver, consent, modification or change,

if made, shall be effective only in the specific instance and for the specific purpose given. The parties, by signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

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

10. **Construction.** This Agreement is the product of negotiations between representatives of Agency and representatives of County. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

11. **Indemnity.**

a. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, to the extent the Act is applicable, County shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Agreement, except for liability arising solely out of the wrongful acts of employees or agents of the State of Oregon or Agency

b. To the extent permitted by Article XI, Section 7, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, to the extent the Act is applicable, Agency shall indemnify within the limits and subject to the restrictions in the Oregon Tort Claims Act, the County against liability for personal injury or damage to life or property arising from Agency's activity under the Agreement, provided, however, that the Agency shall not be required to indemnify the County for any such liability arising out of the wrongful acts of the County, its officers, employees or agents.

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

12. **Limitation of Liabilities.** EXCEPT FOR LIABILITY OR DAMAGES ARISING OUT OF OR RELATED TO SECTION 12 OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

13. **Ownership of Intellectual Property.**

a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, Agency will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the activities under this Agreement. With respect to that portion of the intellectual property that the County owns, County grants

the Agency a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license (subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of the intellectual property) to (i) reproduce, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 14.a.(i) on the Agency's behalf, and (iii) sublicense to third parties the rights set forth in Section 14.a.(i):

b. If state or federal law requires that the Agency or County grant to the United States a license to any intellectual property, or if state or federal law requires that the Agency or the United States own the intellectual property, then County shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or the Agency. To the extent that the Agency becomes the owner of any intellectual property created or delivered by County in connection with the activities under this Agreement, the Agency will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license (subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information) to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its Provider Agreements terms and conditions necessary to require that Providers execute such further documents and instruments as Agency may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

14. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes and war which is beyond respectively, the Agency's or County's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

15. **Time is of the Essence.** The parties agree that time is of the essence under this Agreement.

[The balance of this page is intentionally left blank.]

EXHIBIT G
REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to the requirements to comply with applicable federal law otherwise in this Agreement, including but not limited to Section 5 of Exhibit F, County shall comply with and shall require all Providers by contract to comply with the following federal requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** County shall comply and require all Providers by contract to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the conduct of Activities. Without limiting the generality of the foregoing, County expressly agrees to comply and require all Providers by contract to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (a) Titles VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) Executive Order 11246, as amended, the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (e) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (f) the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (P.L.109-282), provisions of which include but may not be limited to a requirement for County and/or Providers to have a Data Universal Numbering System (DUNS) number and to maintain a current registration in the Central Contractor Registration (CCR) database, (g) all regulations and administrative rules established pursuant to the foregoing laws, (h) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, (i) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to conduct Activities in violation of 42 USC 14402.

2. **Title XX Block Grant Funds.** When utilizing Title XX block grant funds, County shall comply and require all Providers by contract to comply with the additional federal requirements applicable to Title XX block grant funds in 42 USC 1397 et seq., including but not limited to: maintaining and providing to Agency such documentation as Agency shall require to comply with federal reporting requirements, 45 CFR Part 96, and the limitations on the uses of Title XX grants in 42 USC 1397d.

3. **Title IV-B2 Family Support Services Funds.** When utilizing federal Title IV-B2 Family Support Services funds, County shall comply and require all Providers by contract to comply with the additional federal requirements applicable to Title IV-B2 Family Support Services funds in 42 USC 629 et seq., including but not limited to: maintaining and providing to Agency such documentation as Agency shall require to comply with federal reporting requirements, 45 CFR Part 92, and the limitations on the use of Title IV-B2 funds in 42 USC 629d.

4. **Cost Principles.** With respect to federal funds, if any, received by County under this Agreement from the sources identified in sections 2 and 3 above, County shall comply and require all Providers by contract to comply with the cost principles determined in accordance with the provisions of OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments." Federal funds, if any, received by County under this Agreement from the sources identified in sections 2 through 4 above are subject to the audit requirements under the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." If applicable, County shall comply and shall require all Providers by contract to comply, with the audit requirements and responsibilities set forth in OMB Circular A-133.

5. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). OMB Circular A- 102.

6. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Agency and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). County shall include and cause all Providers to include in all contracts with Providers receiving more than \$100,000 in Federal Funds, language requiring the Provider to comply with the federal laws identified in this section. OMB Circular A-102.

7. **Energy Efficiency.** County shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165). OMB Circular A-102.

8. **Truth in Lobbying.** The County certifies, to the best of the County's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of the federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any such officer, employee or member in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The County shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Providers, subrecipients and subcontractors shall certify and disclose accordingly.

d. The County is solely responsible for all liability arising from a failure by the County to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Agency for any damages suffered by the Agency as a result of the County's failure to comply with the terms of this certification to the extent permitted by law.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making

or entering into this Agreement imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

9. **HIPAA Compliance.** If the Activities are funded in whole or in part with financial assistance provided under this Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), County agrees to conduct the Activities in compliance with HIPAA.

10. **Resource Conservation and Recovery.** County shall comply and require all Providers by contract to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

11. **Debarment and Suspension.** County shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

12. **Americans with Disabilities Act.** County shall comply and require all Providers by contract to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the conduct of Activities.

13. **Pro-Children Act.** County shall comply and require all Providers by contract to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

14. **REQUIRED FEDERAL TERMS AND CONDITIONS.** In addition to the Required Federal Terms and Conditions of Exhibit G, County shall comply and, as indicated, require all Providers by contract to comply with the following federal requirements:

a. **HIPAA Compliance.** If the Activities are funded in whole or in part with financial assistance provided under this Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA) and County has declared itself a "covered entity" under HIPAA, County agrees to conduct the Activities in compliance with HIPAA. Without limiting the generality of the foregoing, if the services are covered by HIPAA, County shall comply and require all Providers to comply with the following:

b. **Privacy and Security of Individually Identifiable Health Information.** On or after April 14, 2003, County, its agents, employees and Providers shall protect individually identifiable health information obtained or maintained about Agency's clients from

unauthorized use or disclosure, consistent with the requirements of HIPAA. The County shall ensure that any electronic communication from the County to an employee of the Agency which contains individually identifiable health information shall meet HIPAA security requirements. This Agreement may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.

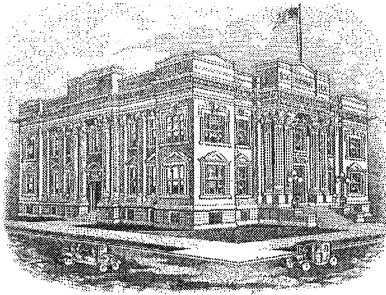
- c. **Data Transactions Systems.** Any electronic exchange of information on or after October 16, 2002, or on or after October 16, 2003, if County has received an extension from the United States Department of Health and Human Services, between County and Agency to carry out financial or administrative activities related to individually identifiable health care services will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). This Agreement may be amended to include additional terms and conditions related to data transactions.
- d. **Consultation.** If County reasonably believes that the County's or the Agency's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult Agency's HIPAA Privacy Officer.

15. **Federal Fund Accountability and Transparency Act.** County shall require by contract that all Providers receiving federal funding with a total value of \$25,000 or more under this Agreement have a Data Universal Numbering System (DUNS) number and register in the Central Contractor Registration (CCR) system. County may not sub-grant Award funds of \$25,000 or more to a Provider unless the Provider has a DUNS number and is registered in the Central Contractor Registration system.

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Discussion List Item
Treasurer's Report

- [April 2013 Report](#)
- [May 2013 Report](#)



WASCO COUNTY

Finance Department

Treasury
Chad Krause
Treasurer

Suite 206
511 Washington Street
The Dalles, Oregon 97058-2268
(541) 506-2772
Fax (541) 506-2771

April 10, 2013

TO: Wasco County Board of Commissioners

FROM: Chad Krause, Wasco County Treasurer

RE: Monthly Financial Statement

As of April 1, 2013, Wasco County had cash on hand of **\$21,018,106.59**

Funds on deposit at US Bank (a qualified depository for public funds under ORS 295):

\$ 1,026,099.74

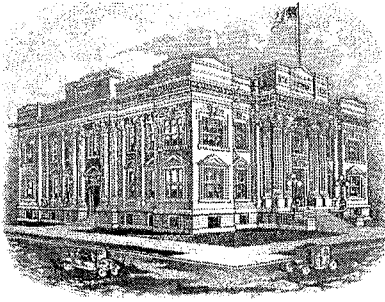
Funds available to earn interest do so at the annualized rate of 0.005%

Funds on deposit in the Local Government Investment Pool:

\$ 19,992,006.85

Funds available to earn interest do so at the annualized rate of 0.5400%

Total outstanding checks of Wasco County: \$251,143.02



WASCO COUNTY

Finance Department

Treasury
Chad Krause
Treasurer

Suite 206
511 Washington Street
The Dalles, Oregon 97058-2268
(541) 506-2772
Fax (541) 506-2771

May 10, 2013

TO: Wasco County Board of Commissioners
FROM: Chad Krause, Wasco County Treasurer
RE: Monthly Financial Statement

As of May 1, 2013, Wasco County had cash on hand of **\$20,526,619.61**

Funds on deposit at US Bank (a qualified depository for public funds under ORS 295):

\$ 1,384,719.37

Funds available to earn interest do so at the annualized rate of 0.005%

Funds on deposit in the Local Government Investment Pool:

\$ 19,141,900.24

Funds available to earn interest do so at the annualized rate of 0.5400%

Total outstanding checks of Wasco County: \$324,782.69

**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JUNE 5, 2013**

CONSENT AGENDA

1. [NORCOR Inspection Resolution](#)
2. [Signal Hill Lease](#)
3. [15-Mile Watershed Council Appointments](#)
4. [Burn Ban](#)
5. [Minutes](#)
 - a. [5.1.2013](#)
 - b. [5.16.2013](#)

Consent Agenda Item
NORCOR Inspection Resolution

- [Memo](#)
- [Resolution #13-007 In the Matter of the Inspection of NORCOR](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: NORCOR INSPECTION RESOLUTION
DATE: 5/29/2013

BACKGROUND INFORMATION

The annual inspection of the Northern Oregon Regional Correctional Facilities was scheduled for April 24, 2013 was limited to an inspection of the Adult Facility. A second inspection for the Juvenile Facility was scheduled and completed on May 9, 2013. This resolution confirms inspection of both segments of NORCOR and affirms no deficiencies were found.

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

IN THE MATTER OF THE INSPECTION)
OF THE NORTHERN OREGON REGIONAL) RESOLUTION
CORRECTIONAL FACILITIES.) #13-007

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

IT APPEARING TO THE BOARD, that pursuant to ORS 169.040(1)
the Board of Commissioners of a County with a local correctional facility
located therein is the inspector thereof; and

IT FURTHER APPEARING TO THE BOARD, that the above noted
inspections must be conducted once per each regular term; and

IT FURTHER APPEARING TO THE BOARD, that on the 24TH day of
April, 2013, the Wasco County Board of Commissioners, consisting of

County Commission Chair Rod Runyon and County Commissioner Steve Kramer, conducted a full inspection of the Northern Oregon Regional Correctional Adult Facilities (NORCOR), specifically the cleanliness of the facility and the health and discipline of the persons confined; and

IT FURTHER APPEARING TO THE BOARD, that on the 9TH day of May, 2013, the Wasco County Board of Commissioners, consisting of County Commission Chair Rod Runyon, County Commissioner Scott Hege and County Commissioner Steve Kramer, conducted a full inspection of the Northern Oregon Regional Correctional Juvenile Facilities (NORCOR), specifically the cleanliness of the facility and the health and discipline of the persons confined; and

IT FURTHER APPEARING TO THE BOARD, that during said inspections the Board heard reports on the operation and function of NORCOR's Detention Facilities by NORCOR Executive Director James Weed; and

NOW, THEREFORE, IT IS HEREBY RESOLVED: That it appears NORCOR's Adult Corrections and Juvenile Detention Facilities are sufficiently clean, its health facilities are adequate, its inmates are sufficiently monitored and well disciplined, and the facilities appear in good operating order; and

IT IS HEREBY FURTHER RESOLVED: That the Board of Commissioners' inspection found no deficiencies of the NORCOR operations; and

IT IS HEREBY FURTHER RESOLVED: That no report to the District Attorney is necessary.

DATED this 5th day of June, 2013.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod Runyon, Commission Chair

Scott C. Hege, County Commissioner

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley
Wasco County District Attorney

Consent Agenda Item

Signal Hill Lease

- [Memo](#)
- [Original 5.1.2013 Lease](#)
- [Renegotiated Lease](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: SIGNAL HILL LEASE
DATE: 5/29/2013

BACKGROUND INFORMATION

At the May 1, 2013, BOCC session the Board considered the Signal Hill Translator Site Lease delay approval pending renegotiation of the lease to include language that would institute annual rate adjustments based on CPI rather than the more acute increases being imposed at lease renewal. Those negotiations have been successfully completed; the resulting document is included in the packet for your consideration along with the original lease for comparison.

Translator Site Lease

THIS LEASE by and between Wasco County referred to as Lessor, and Bicoastal Media Columbia River LLC, hereinafter referred to as Lessee, witnessed:

WHEREAS, Lessor is the occupant of the tower and premises located on Signal Hill (aka Seufert Hill) in the vicinity of The Dalles, Oregon.

WHEREAS, Lessee is the owner and operator of the FM Translator K245AF and desires to lease from the Lessor space in said building and on said tower occupied by Lessor.

I

Term

The initial term of this lease shall be for a period of five years commencing on July 1, 2013 and ending on June 30, 2018.

Option to Extend If Lessee is not in default, Lessee shall have the option to extend this Lease for two (2) additional extension terms of two (2) years each. Each extension term shall commence on the day following the expiration of the immediately preceding term. Notice exercising the extension option shall be delivered to Lessor in writing not less than ninety (90) days prior to the expiration of the then current term. Unless otherwise agreed in writing, if such notice is given, all terms and conditions of this Lease, other than the rent, shall apply during the extension term. Rent for the extension terms shall be negotiated with the goal of establishing a mutually agreed fair market rate. In the event the parties are unable to agree on a fair market rental rate for the extension term this Lease may be cancelled with no further obligation to the other. In the event the Lease is cancelled pursuant to the provisions of the previous sentence, the termination date for the then current term shall be the later of i) the natural expiration of such term or ii) a date six (6) months after written notice is given by either party to the other that a fair market rental rate for the option term cannot be agreed upon. If the natural expiration of the then current term is extended pursuant to sub clause (ii) of the previous sentence, the rental rate for the extended term period shall not be increased during such extended period.

II

The rent received from this lease will be two hundred dollars (\$200.00) per month. Rent payment to commence on July 1, 2013. Lessee will be responsible for paying for cost of power for operation of Lessee's equipment.

III

The premises will be used by Lessee solely and exclusively for one transmitter and receiver in the Lessor's building and installation of one receive and one transmit antenna on the Lessor's tower for FM Translator K245AF. Lessee agrees to comply with all applicable laws and regulations with respect to the use of leased premises. Any interference with others as a result from Lessee installation and usage of equipment is the sole responsibility of the Lessee to correct. It is further understood that the Lessee is responsible for all licenses and permits required to operate the radio station and Lessor is not responsible for any unlawful act which may be the result of Lessee's programming or lack thereof.

IV

Lessor has no right or interest in the equipment installed in the Lessor's building or on the Lessor's tower, and Lessee has sole responsibility to maintain equipment installed on the Lessor's tower and in the Lessor's building.

V

Lessor has the right to lease space on its tower or other property not leased by Lessee so long as no interference to existing leases shall occur.

VI

Lessor shall maintain at Lessor's expense the existing tower and building unless otherwise agreed upon. The Lessor agrees to restore or replace damages to Lessor's tower or building caused by fire or other casualties in a timely manner. Lessee has the right to terminate the existing lease in the event of fire or casualties; however Lessor has no obligation in compensating Lessee for loss in Lessee's equipment or antenna installed on the leased premises.

VII

Lessee agrees to keep the premises and all structures free from rubbish and in neat and safe condition.

VIII

Lessor will indemnify and hold Lessee free from all claims of any persons asserting claim for loss or damage arising from injuries to persons or property suffered while using the premise as agents, employees, or invitee of Lessor.

IX

Lessee will keep the roadway clear of all rubbish and debris. It is the responsibility of the Lessee to obtain permission from the landowner for the use of the access road.

X

Mechanics Liens: Lessee agrees to keep the leased premises free from all liens for labor and materials furnished to them in connection with the performance of any work or construction on leased premises.

XI

Liabilities for injuries: Lessee hereby releases Lessor from any liability for injury to persons or property employed by them in the conduct of its business and agrees to indemnify and hold the Lessor free and harmless from all claims of any persons who may assert a claim for loss or damage arising from injuries to persons or property suffered while using said premises as agents, employees, or invitees of the Lessee.

XII

Insurance: Lessee agrees during the term of this lease to maintain and keep in force liability insurance against claims of injury, death or property damage. The total liability policy to be in the amount of two million dollars, per occurrence, three million dollars annual aggregate. Lessee to provide a certificate of such insurance to Lessor.

XIII

Default of Lessee: Should Lessee default in the payment of any of the rents due the performance of covenants, or the agreements herein agreed to be performed by the Lessee, after 30 days notice in writing of such default or breach shall having failed to cure the same, Lessor may enter the premises and remove all property therein.

XIV

Attorney's Fees: Should it become necessary for either party to commence any action to enforce any provisions of this lease, the prevailing party in said action shall be entitled to reasonable attorney's fees to be awarded by the court as part of the judgment therein. Attorney fees shall be the sole responsibility of each party.

XV

Notices: Any notices required under this lease may be given by mailing United States Certified Mail with postage paid to Lessor and Lessee respectively at the address set forth to their respective signatures. Any change of address to be in written notification.

This lease shall be binding upon heirs, executors, administrators, assigns and successors of the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hand the days and years first written and noted.

For Bicoastal Media Columbia River LLC

For Wasco County

Wasco County Board of Commissioners

Gary M. Grossman
Regional Vice President

Rod Runyon, Chair

Date: _____

Scott Hege, County Commissioner

Address: 719 E. 2nd Street
The Dalles, OR 97058

Steve Kramer, County Commissioner

Date: _____

Address: 511 Washington Street, Suite 101
The Dalles, OR 97058

APPROVED AS TO FORM

Eric J. Nisley
Wasco County District Attorney

Translator Site Lease

THIS LEASE by and between Wasco County referred to as Lessor, and Bicoastal Media Columbia River LLC, hereinafter referred to as Lessee, witnessed:

WHEREAS, Lessor is the occupant of the tower and premises located on Signal Hill (aka Seufert Hill) in the vicinity of The Dalles, Oregon.

WHEREAS, Lessee is the owner and operator of the FM Translator K245AF and desires to lease from the Lessor space in said building and on said tower occupied by Lessor.

I

Term

The initial term of this lease shall be for a period of five years commencing on July 1, 2013 and ending on June 30, 2018.

Option to Extend

If Lessee is not in default, Lessee shall have the option to extend this Lease for two (2) additional extension terms of two (2) years each. Each extension term shall commence on the day following the expiration of the immediately preceding term. Notice exercising the extension option shall be delivered to Lessor in writing not less than ninety (90) days prior to the expiration of the then current term. Unless otherwise agreed in writing, if such notice is given, all terms and conditions of this Lease, other than the rent, shall apply during the extension term. Rent for the extension terms shall be negotiated with the goal of establishing a mutually agreed fair market rate. In the event the parties are unable to agree on a fair market rental rate for the extension term this Lease may be cancelled with no further obligation to the other. In the event the Lease is cancelled pursuant to the provisions of the previous sentence, the termination date for the then current term shall be the later of i) the natural expiration of such term or ii) a date six (6) months after written notice is given by either party to the other that a fair market rental rate for the option term cannot be agreed upon. If the natural expiration of the then current term is extended pursuant to sub clause (ii) of the previous sentence, the rental rate for the extended term period shall not be increased during such extended period.

II

Rent

The rent received from this lease will be two hundred dollars (\$200.00) per month. Rent payment to commence on July 1, 2013.

Escalation: The base rent provided shall be increased for each year by a percentage equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics for the Portland Metropolitan Area using the U.S. City Average-All Urban Consumers. Such percentage increase shall take effect on July 1st of each year beginning July 1, 2014.

III

The premises will be used by Lessee solely and exclusively for one transmitter and receiver in the Lessor's building and installation of one receive and one transmit antenna on the Lessor's tower for FM Translator K245AF. Lessee agrees to comply with all applicable laws and regulations with respect to the use of leased premises. Any interference with others as a result from Lessee installation and usage of equipment is the sole responsibility of the Lessee to correct. It is further understood that the Lessee is responsible for all licenses and permits required to operate the radio station and Lessor is not responsible for any unlawful act which may be the result of Lessee's programming or lack thereof.

IV

Lessor has no right or interest in the equipment installed in the Lessor's building or on the Lessor's tower, and Lessee has sole responsibility to maintain equipment installed on the Lessor's tower and in the Lessor's building.

V

Lessor has the right to lease space on its tower or other property not leased by Lessee so long as no interference to existing leases shall occur.

VI

Lessee shall maintain at Lessee's expense the existing tower and building unless otherwise agreed upon. The Lessee agrees to restore or replace damages to Lessee's tower or building caused by fire or other casualties in a timely manner. Lessee has the right to terminate the existing lease in the event of fire or casualties; however Lessee has no obligation in compensating Lessor for loss in Lessor's equipment or antenna installed on the leased premises.

VII

Lessee agrees to keep the premises and all structures free from rubbish and in neat and safe condition.

VIII

Lessor will indemnify and hold Lessee free from all claims of any persons asserting claim for loss or damage arising from injuries to persons or property suffered while using the premise as agents, employees, or invitee of Lessor.

IX

Lessee will keep the roadway clear of all rubbish and debris. It is the responsibility of the Lessee to obtain permission from the landowner for the use of the access road.

X

Mechanics Liens: Lessee agrees to keep the leased premises free from all liens for labor and materials furnished to them in connection with the performance of any work or construction on leased premises.

XI

Liabilities for injuries: Lessee hereby releases Lessor from any liability for injury to persons or property employed by them in the conduct of its business and agrees to indemnify and hold the Lessor free and harmless from all claims of any persons who may assert a claim for loss or damage arising from injuries to persons or property suffered while using said premises as agents, employees, or invitees of the Lessee.

XII

Insurance: Lessee agrees during the term of this lease to maintain and keep in force liability insurance against claims of injury, death or property damage. The total liability policy to be in the amount of two million dollars, per occurrence, three million dollars annual aggregate. Lessee to provide a certificate of such insurance to Lessor.

XIII

Default of Lessee: Should Lessee default in the payment of any of the rents due the performance of covenants, or the agreements herein agreed to be performed by the Lessee, after 30 days notice in writing of such default or breach shall having failed to cure the same, Lessor may enter the premises and remove all property therein.

XIV

Attorney's Fees: Should it become necessary for either party to commence any action to enforce any provisions of this lease, the prevailing party in said action shall be entitled to reasonable attorney's fees to be awarded by the court as part of the judgment therein. Attorney fees shall be the sole responsibility of each party.

XV

Notices: Any notices required under this lease may be given by mailing United States Certified Mail with postage paid to Lessor and Lessee respectively at the address set forth to their respective signatures. Any change of address to be in written notification.

This lease shall be binding upon heirs, executors, administrators, assigns and successors of the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hand the days and years first written and noted.

For Bicoastal Media Columbia River LLC



Gary M. Grossman
Regional Vice President

Date: 5-21-13

Address: 719 E. 2nd Street
The Dalles, OR 97058

For Wasco County

Wasco County Board of Commissioners

Rod Runyon, Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

Date: _____

Address: 511 Washington Street, Suite 101
The Dalles, OR 97058

APPROVED AS TO FORM

Eric J. Nisley
Wasco County District Attorney

Consent Agenda Item
15-Mile Watershed Council Appointments

- [Memo](#)
- [Order #13-104 Phil Kaser](#)
- [Order #13-105 Bill Hammel](#)
- [Order #13-106 David Brewer](#)
- [Order #13-107 Janeen Tervo](#)
- [Order #13-108 Bill Markman](#)
- [Order #13-109 Gay Melvin](#)
- [Order #13-110 Steve Springston](#)
- [Order #13-111 Martin Underhill](#)
- [Order #13-112 Gary VanOrman](#)
- [Order #13-113 Monte Wasson](#)
- [Order #13-114 Mike Kelly](#)
- [Order #13-115 Bob Durham](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: 15-MILE WATERSHED COUNCIL APPOINTMENTS
DATE: 5/29/2013

BACKGROUND INFORMATION

I continue to work with the Soil & Water Conservation District to bring all the watershed appointments up-to-date. On May 1, 2013, the Board approved appointments for the members of The Dalles Watershed Council. Today you are considering the appointments of the members of the 15-Mile Watershed Council. I hope to bring you orders for the remaining councils (Bakeoven, Mosier, & Whiter River) by the end of summer.

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

IN THE MATTER OF THE APPOINTMENT)
OF PHIL KASER TO FIFTEENMILE) ORDER
WATERSHED COUNCIL.) #13-104

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

IT APPEARING TO THE COURT: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Court appoint individuals to Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That the Board has received a recommendation from the Wasco County Soil & Water Conservation District to appoint specific individuals to specific terms on Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That Phil Kaser is willing and is qualified to be appointed to Fifteenmile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Phil Kaser be
and is hereby appointed to Fifteenmile Watershed Council for a term to
expire on June 30, 2016.

DATED this 5th day of June, 2013.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod Runyon, Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley, District Attorney

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

IN THE MATTER OF THE APPOINTMENT)
OF BILL HAMMEL TO FIFTEENMILE) ORDER
WATERSHED COUNCIL.) #13-105

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

IT APPEARING TO THE COURT: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Court appoint individuals to Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That the Board has received a recommendation from the Wasco County Soil & Water Conservation District to appoint specific individuals to specific terms on Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That Bill Hammel is willing and is qualified to be appointed to Fifteenmile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bill Hammel be and is hereby appointed to Fifteenmile Watershed Council for a term to expire on June 30, 2014.

DATED this 5th day of June, 2013.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod Runyon, Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley, District Attorney

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

IN THE MATTER OF THE APPOINTMENT)
OF DAVID BREWER TO FIFTEENMILE) ORDER
WATERSHED COUNCIL.) #13-106

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

IT APPEARING TO THE COURT: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Court appoint individuals to Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That the Board has received a recommendation from the Wasco County Soil & Water Conservation District to appoint specific individuals to specific terms on Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That David Brewer is willing and is qualified to be appointed to Fifteenmile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That David Brewer
be and is hereby appointed to Fifteenmile Watershed Council for a term to
expire on June 30, 2015.

DATED this 5th day of June, 2013.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod Runyon, Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley, District Attorney

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

IN THE MATTER OF THE APPOINTMENT)
OF JANEEN TERVO TO FIFTEENMILE) ORDER
WATERSHED COUNCIL.) #13-107

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

IT APPEARING TO THE COURT: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Court appoint individuals to Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That the Board has received a recommendation from the Wasco County Soil & Water Conservation District to appoint specific individuals to specific terms on Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That Janeen Tervo is willing and is qualified to be appointed to Fifteenmile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Janeen Tervo
be and is hereby appointed to Fifteenmile Watershed Council for a term to
expire on June 30, 2016.

DATED this 5th day of June, 2013.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod Runyon, Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley, District Attorney

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

IN THE MATTER OF THE APPOINTMENT)
OF BILL MARKMAN TO FIFTEENMILE) ORDER
WATERSHED COUNCIL.) #13-108

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

IT APPEARING TO THE COURT: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Court appoint individuals to Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That the Board has received a recommendation from the Wasco County Soil & Water Conservation District to appoint specific individuals to specific terms on Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That Bill Markman is willing and is qualified to be appointed to Fifteenmile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bill Markman
be and is hereby appointed to Fifteenmile Watershed Council for a term to
expire on June 30, 2014.

DATED this 5th day of June, 2013.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod Runyon, Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley, District Attorney

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

IN THE MATTER OF THE APPOINTMENT)
OF GAY MELVIN TO FIFTEENMILE) ORDER
WATERSHED COUNCIL.) #13-109

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

IT APPEARING TO THE COURT: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Court appoint individuals to Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That the Board has received a recommendation from the Wasco County Soil & Water Conservation District to appoint specific individuals to specific terms on Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That Gay Melvin is willing and is qualified to be appointed to Fifteenmile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Gay Melvin be
and is hereby appointed to Fifteenmile Watershed Council for a term to
expire on June 30, 2014.

DATED this 5th day of June, 2013.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod Runyon, Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley, District Attorney

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

IN THE MATTER OF THE APPOINTMENT)
OF STEVE SPRINGSTON TO FIFTEENMILE) ORDER
WATERSHED COUNCIL.) #13-110

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

IT APPEARING TO THE COURT: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Court appoint individuals to Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That the Board has received a recommendation from the Wasco County Soil & Water Conservation District to appoint specific individuals to specific terms on Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That Steve Springston is willing and is qualified to be appointed to Fifteenmile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Steve Springston be and is hereby appointed to Fifteenmile Watershed Council for a term to expire on June 30, 2015.

DATED this 5th day of June, 2013.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod Runyon, Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley, District Attorney

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

IN THE MATTER OF THE APPOINTMENT)
OF MARTIN UNDERHILL TO FIFTEENMILE) ORDER
WATERSHED COUNCIL.) #13-111

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

IT APPEARING TO THE COURT: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Court appoint individuals to Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That the Board has received a recommendation from the Wasco County Soil & Water Conservation District to appoint specific individuals to specific terms on Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That Martin Underhill is willing and is qualified to be appointed to Fifteenmile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Martin Underhill be and is hereby appointed to Fifteenmile Watershed Council for a term to expire on June 30, 2016.

DATED this 5th day of June, 2013.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod Runyon, Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley, District Attorney

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

IN THE MATTER OF THE APPOINTMENT)
OF GARY VAN ORMAN TO FIFTEENMILE) ORDER
WATERSHED COUNCIL.) #13-112

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

IT APPEARING TO THE COURT: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Court appoint individuals to Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That the Board has received a recommendation from the Wasco County Soil & Water Conservation District to appoint specific individuals to specific terms on Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That Gary Van Orman
is willing and is qualified to be appointed to Fifteenmile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Gary Van Orman be and is hereby appointed to Fifteenmile Watershed Council for a term to expire on June 30, 2015.

DATED this 5th day of June, 2013.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod Runyon, Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley, District Attorney

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

IN THE MATTER OF THE APPOINTMENT)
OF MONTE WASSON TO FIFTEENMILE) ORDER
WATERSHED COUNCIL.) #13-113

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

IT APPEARING TO THE COURT: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Court appoint individuals to Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That the Board has received a recommendation from the Wasco County Soil & Water Conservation District to appoint specific individuals to specific terms on Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That Monte Wasson is willing and is qualified to be appointed to Fifteenmile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Monte Wasson
be and is hereby appointed to Fifteenmile Watershed Council for a term to
expire on June 30, 2014.

DATED this 5th day of June, 2013.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod Runyon, Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley, District Attorney

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

IN THE MATTER OF THE APPOINTMENT)
OF MIKE KELLY TO FIFTEENMILE) ORDER
WATERSHED COUNCIL.) #13-114

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

IT APPEARING TO THE COURT: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Court appoint individuals to Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That the Board has received a recommendation from the Wasco County Soil & Water Conservation District to appoint specific individuals to specific terms on Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That Mike Kelly is willing and is qualified to be appointed to Fifteenmile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Mike Kelly be and is hereby appointed to Fifteenmile Watershed Council for a term to expire on June 30, 2015.

DATED this 5th day of June, 2013.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod Runyon, Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley, District Attorney

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

IN THE MATTER OF THE APPOINTMENT)
OF BOB DURHAM TO FIFTEENMILE) ORDER
WATERSHED COUNCIL.) #13-115

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

IT APPEARING TO THE COURT: That the Wasco County Soil & Water Conservation District has requested that the Wasco County Court appoint individuals to Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That the Board has received a recommendation from the Wasco County Soil & Water Conservation District to appoint specific individuals to specific terms on Fifteenmile Watershed Council; and

IT FURTHER APPEARING TO THE COURT: That Bob Durham is willing and is qualified to be appointed to Fifteenmile Watershed Council.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Bob Durham
be and is hereby appointed to Fifteenmile Watershed Council for a term to
expire on June 30, 2016.

DATED this 5th day of June, 2013.

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod Runyon, Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley, District Attorney

Consent Agenda Item
Burn Ban

- [Email](#)
- [Mid-Columbia Fire & Rescue Press Release](#)
- [Order #13-118 2013 Burn Ban](#)



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

MCFR Imposing Burning Restrictions

3 messages

Dan Hammel <dhammel@mcf.org>

Wed, May 15, 2013 at 11:45 AM

To: Clyde Rosa <cjlrosa@gorge.net>, Dufur FD <jfrakes@ortelco.net>, Edward Goodman <egoodman@ci.the-dalles.or.us>, Jeanne Pesicka <jeannep@co.wasco.or.us>, "Juniper Flats RFPD (Eugene@JuniperFlatRFPD.com)" <Eugene@juniperflatrfd.com>, Kiel Nairs <kiel.r.nairs@state.or.us>, Lane Magill <lanem@co.wasco.or.us>, Maria Roblez <mroblez@fs.fed.us>, Mosier Fire District <mosierfire@gmail.com>, "Nikki Lesich (nlesich@ci.the-dalles.or.us)" <nlesich@ci.the-dalles.or.us>, "pat.shortt@state.or.us" <pat.shortt@state.or.us>, "Rhett Howard (rhett.howard@gorge.net)" <rhett.howard@gorge.net>, Ted Megert <ted.megert@state.or.us>
Cc: "Dave.fields@state.or.us" <Dave.fields@state.or.us>, "ScottH@co.wasco.or.us" <ScottH@co.wasco.or.us>, "stevek@co.wasco.or.us" <stevek@co.wasco.or.us>, "RodR@co.wasco.or.us" <RodR@co.wasco.or.us>, "KathyW@co.wasco.or.us" <KathyW@co.wasco.or.us>

With the current conditions and recent fire behavior, Mid-Columbia Fire & Rescue is imposing burning restrictions. Please see attached press release for additional information.

If you have any questions, please contact:

Daniel Hammel, Division Chief

Mid-Columbia Fire & Rescue

541-296-9445



Burning Restrictions May 2013.docx

19K

Scott Hege <scotth@co.wasco.or.us>

Thu, May 16, 2013 at 1:04 PM

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

Not sure if we have to do something in response to this??

[Quoted text hidden]

—

Scott Hege *County Commissioner, Wasco County*

Tel: 541.506.2522 | Mobile: 541.288.1616

scotth@co.wasco.or.us | www.wascocounty.org

My Profiles:  



Burning Restrictions May 2013.docx

19K

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

Thu, May 16, 2013 at 9:01 PM

To: Scott Hege <scotth@co.wasco.or.us>

Thank you, Scott. I will draft the county burn ban for the 6.5.2013 BOCC session.

Thank you,

Kathy White
Executive Assistant
Wasco County
Board of County Commissioners
511 Washington Street
The Dalles, OR 97058
work 541.506.2520
fax 541.506.2551

[Quoted text hidden]

Contact: Daniel Hammel

Division Chief
Phone 541-296-9445
Fax 541-296-8656

1400 W. 8th Street
The Dalles, OR
97058

**Mid-Columbia
Fire & Rescue**

Press Release

Mid-Columbia Fire & Rescue to Impose Burning Restrictions

The Dalles, OR, May 15, 2013: Agencies across the state have been busy responding to reported wildland fires. Two recent fires exceeded 150 acres and according to the Northwest Interagency Coordination Center one of the fires, located outside of La Pine, threatened 75 structures. Several of these fires are exhibiting typical August fire behavior.

Yesterday, the "15 Mile Fire", located in the 3600 block of 15 Mile Road, took 9 Engines, 3 Water Tenders and over 35 firefighters from Mid-Columbia Fire & Rescue, Klickitat County Fire District #6, Klickitat County Fire District #11, Dufur Fire Department, Oregon Department of Forestry and USFS-Columbia Gorge National Scenic Area to contain the approximately 10 acre fire which threatened several structures. Additional assistance and resources were also provided by Columbia Rural Fire Protection District.

As a result of current conditions;

Effective Immediately:

Mid-Columbia Fire & Rescue will not issue any new burn permits. Any individual with a current valid burn permit is encouraged to postpone all burning until next fall.

Effective May 20th, 2013:

Under the Oregon Fire Code, Section 307, Mid-Columbia Fire & Rescue will "PROHIBIT" all burning within its jurisdictional boundaries. All issued permits shall become invalid and any burning operations shall be subject to Cost Recovery Fees as outlined under Section 4 listed on back of the permit.

As a result of increased fire danger, residents are encouraged to take necessary precautions in protecting themselves and property from fire. Contact your local fire department for additional information about increasing their homes wildland fire survivability through the use of a "Defensible Space".

For Immediate Release, May 15th, 2013

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

IN THE MATTER OF DECLARING A BAN)
ON RESIDENTIAL BURNING IN WASCO) ORDER
COUNTY, OREGON) #13-118

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

IT APPEARING TO THE BOARD: That local fire officials have identified a need to ban all residential burning in Wasco County, Oregon until the fire danger has been reduced; and

IT FURTHER APPEARING TO THE BOARD: That fire agencies located within Wasco County have designated a complete ban on all residential burning within their jurisdiction; and

IT FURTHER APPEARING TO THE BOARD: That due to the extreme fire conditions in Wasco County, Oregon it is imperative that a ban on all residential burning be declared, which includes piles and burn barrels, for those areas in

Wasco County that lie outside the boundary of an officially recognized Fire Protection District.

NOW THEREFORE, IT IS HEREBY ORDERED: That a ban on all burning, which includes piles and burn barrels, for areas outside the boundary of an officially recognized Fire Protection District in Wasco County is hereby ordered to become effective on June 10, 2013, at 12:01 a.m. and will remain in effect until it is determined by local fire officials that said burning ban can be lifted.

DATED this 5th day of June, 2013.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod Runyon, Commission Chair

APPROVED AS TO FORM:

Scott Hege, County Commissioner

Eric J. Nisley
Wasco County District Attorney

Steve Kramer, County Commissioner

Consent Agenda Item Minutes

- [5.1.2013 Regular Session Minutes](#)
- [5.8.2013 Continuation of Mass Gathering
Permit Hearing](#)
- [5.16.2013 Special Session Minutes](#)



WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
MAY 1, 2013

PRESENT: Rod L. Runyon, Chair of Commission
Scott Hege, County Commissioner
Steve Kramer, County Commissioner
Tyler Stone, County Administrator
Kathy White, Executive Assistant

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

Open to the Public – Oren Johnson

Oren Johnson, a resident of Lyle, Washington, came forward to express his concerns regarding the activities of Friends of the Gorge in the Columbia River Gorge. Specifically, he outlined their land purchase plan which he believes is designed to strangle urban growth throughout the Gorge Region. He thanked the Board for their support of the reappointment of Sondra Clark to the Columbia Gorge Commission.

Mr. Johnson went on to say that 30% of the urban growth area in Lyle, Washington has been removed. He believes that Friends of the Gorge is using the Towns to Trails program on both sides of the Columbia River. He cautioned the Board that what has happened in Washington is already happening in Oregon. He provided documents from the Friends of the Gorge that he alleged contains lies and propaganda. He reported that the Friends of the Gorge have spent \$200 million on land in the Gorge and have seven paid lobbyists in Washington D.C. He estimated they will have to spend between \$800 million and \$1 billion to purchase the land that would cut-off urban growth entirely. He added that if we cannot grow out, we will have to grow up or not grow at all.

Mr. Johnson pointed out that the Friends of the Gorge emphasize analyzing the impact of growth; however, they do not turn that analysis on their own activities. He pointed out that by placing so much land in trust, the Friends of the Gorge

remove land from the tax base and increase the burden on the County as more hikers and campers enter the area increasing waste and fire hazards among other considerations. He stated that the intent of the Scenic Area Act was not to prevent growth, but to encourage responsible growth.

Chair Runyon suggested that Mr. Johnson make a connection between the planners in Wasco County and Klickitat County to begin to look at the issue cooperatively.

Open to the Public – Liz Turner

Liz Turner, 8 Mile Road, came forward stating that although she had originally intended to come to the Board regarding bicyclists riding on 8 Mile, she is working to resolve that issue with the local bike clubs using the road. Her goal is to educate the cyclists regarding safe and responsible use of local roads.

Chair Runyon pointed out that not all the cycling groups are clubs; some are similar to flash mobs in that they connect through social media for spontaneous gatherings. Commissioner Hege suggested that some signage instructing cyclists to ride single file might be useful. Chair Runyon agreed that signs would be a good educational piece that would instruct all those using the road.

Ms. Turner went on to say that her purpose today was to bring forward an issue regarding the 15 Mile Watershed Council. She stated that 15 Mile has one of the best water sheds in the State of Oregon. Several years ago an isolated incident resulted in the loss of fish along the creek. There was no testing or analysis to determine the true cause of the die-off. The 15-Mile Watershed Council is moving toward a system in which they arbitrarily determine conditions under which they would contact landowners requiring them to shut off their water. If the landowner does not comply, they are threatening legal action. She stated that the landowners are all concerned about the availability of water and are willing to cooperate to find reasonable solutions for responsible management. She suggested that deep root planting is one option. She declared that she and others have been to the Council to voice their concerns but have not been heard. She reported that there is already not enough hay in the area to feed existing livestock.

Chair Runyon asked if the County Planning Department has any part in this process. Mr. Stone replied that they do not.

Commissioner Hege asked Ms. Turner if she has been in contact with the Soil and Water District. She replied that she has had limited contact with them and received some positive response but does not know District Manager Ron Graves' stand on the issue. She reiterated the good status of the watershed and the variety of solutions available.

Commissioner Hege asked if calls from the Board to put this on the District's radar would be helpful. Ms. Turner responded that she thinks talking to them is the right thing to do; she believes that we should not subvert the State system which is what she believes the Council is attempting to do.

Agenda Item – Drug-free Workplace Policy

Finance Manager Monica Morris came forward to explain the amended Drug-free Workplace Policy. She stated that the only change to the policy concerns who can and cannot be subjected to a pre-employment drug testing. She added that the change brings the policy in line with changes to the law.

Chair Runyon suggested that the arrangement of the language in the policy might better serve employees by moving the definition of drugs and alcohol to the beginning of the document. Ms. Morris responded that the policy has recently been reviewed by an attorney who suggested many changes. The change being proposed does not affect current employees and so was less complicated to make; she believes there is value in considering other changes.

Commissioner Hege said he is curious about part B. Ms. Morris said that rather than listing specific positions that would be tested, it made more sense to list the factors that would determine which positions would be tested. That strategy allows for shifts in job descriptions without creating a need to amend the policy with each shift.

{{{Commissioner Hege moved to approve the amended Wasco County Drug-free Workplace Policy to replace the existing policy. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – Wholly Uncollectible Personal Property Taxes

Chief Tax Deputy Sylvia Loewen came forward to explain the uncollectible personal property taxes. She reported that in April of 2010, Mr. DeHart came in to the office and informed them that the sign had been removed and therefore he did not see any reason to pay taxes on it. It was confirmed that the sign had been

removed. Mr. DeHart also informed the tax office that he and Mr. Thomas had filed bankruptcy. Ms. Loewen stated that a bankruptcy prevents all attempts to collect until the bankruptcy is resolved. By the time they were able to resume collection efforts, the real property on which the personal property had been located had been sold.

Chair Runyon stated that while Ms. Lowen's explanation was enlightening and informative, he would like to have seen that information contained in the Tax Assessor/Collector's memo so they would have the information prior to considering the resolution. Ms. Loewen responded that they could certainly provide more information for the Board packet in the future.

{{{Commissioner Hege moved to approve order #13-093 in the matter of the cancellation of certain uncollectible personal property taxes. Commissioner Kramer seconded the motions which passed unanimously.}}}

Discussion List Item – USDA Cooperative Services Agreement

Chair Runyon asked if there were any questions regarding the USDA Cooperative Services Agreement. Commissioner Hege asked if Counsel had reviewed the agreement, stating that it seemed like a very one-sided agreement favoring the APHIS.

Commissioner Hege outlined his concerns as follows:

Article 3(c) This is confusing – have they notified us? Mr. Stone suggested that the language in the contract was the notification. Commissioner Hege asked if they have disclosed identities.

Article 5(a) – The State Director's name is misspelled.

Article 7 – It is very difficult to determine the meaning of this sentence.

Article 10 – They are taking no responsibility whatsoever for their actions or activities.

*****The consensus of the Board is to send the contract back to DA Nisley for further review. Mr. Stone will talk to Ms. Stalman to try to mitigate the issues prior to DA Nisley's review.*****

Agenda Item – VSO Quarterly Report

Veterans Service Officer Russell Jones came forward to present his quarterly report. He reviewed the report included in the Board packet. He explained that they will appeal the six denied claims. Chair Runyon asked if it is ever clear that an appeal is not worth pursuing. Mr. Jones said that it is rare, but he has had one this year that was really not appealable. He explained that appeals are more time consuming than the initial application and must be completed within a year. Unfortunately, many veterans make the initial application themselves and only come to the Veterans Service Office when their application has been denied. With the advent of online applications, he expects even more veterans will self-apply for benefits.

Commissioner Runyon noted that when the VSO is not part of the application process from the beginning, it takes quite a bit of time to get up to speed to prepare for an appeal. Mr. Jones stated that the VA is estimating cuts in the military will result in another 30,000 veterans in Oregon.

Mr. Jones reported that he and Patrick Wilbern attended the ODVA conference which completed Mr. Jones' required training for certification. He is waiting for his test which will begin the accreditation process. It will take some time to be accredited, but that will allow him access to the VA system where claims are tracked. He currently has to wait 3-5 days to get the information that he will be able to access instantly once accredited. Access to the system will significantly impact his ability to process appeals. Chair Runyon stated that he believes many of the delays for read-only access to the system are unnecessary.

Chair Runyon asked if the large brochure rack being stored at the VSO had been moved. Commissioner Kramer responded that permission has been granted to donate the rack to the Dufur Historical Society; he just needs to make transportation arrangements.

Rodger Nichols, from Haystack Broadcasting, noted that the DAV will have a van at Fred Meyers this Friday. Mr. Jones stated that they do the same job as the VSO but to follow up with them, veterans would need to go to Portland. Mr. Nichols added that when he spoke to the DAV it did not seem as though they are interested in communicating with our local VSO.

Commissioner Hege asked how the Klickitat veterans seeking assistance is tracking within the Wasco County Veterans Services Office. Mr. Jones replied that it fluctuates between 15 & 20% of their case load.

Chair Runyon said that the Klickitat Veterans Advisory Committee is unanimous in wanting their own Veterans Service Office which will be open two days a week – one day in Goldendale and one day in White Salmon. They have a budget of \$20,000. We have asked where their veterans will go the other three days a week. Mr. Jones added that they had contacted him about his salary. While Klickitat County has a fund for indigent relief, Mr. Jones is not confident that they can use those funds to assist the broader community of veterans.

Chair Runyon stated that Wasco County has been happy to assist Klickitat County veterans and are appreciative of the financial support offered by Klickitat County in recognition of the work Wasco County does on behalf of their veterans. However, he went on to say, veterans funding is a limited resource and there are already those talking about not seeing Washington vets at our VSO if the funding is not there from Klickitat County to support that. He added that Wasco County is willing to work with Klickitat in any way that we can.

Agenda Item – East Multnomah Soil & Water IGA

Weed Superintendent Merle Keys was joined by Public Works Director Marty Matherly to explain the East Multnomah Soil & Water IGA. Mr. Keys stated that this is an annual IGA that began in 2009 in which Multnomah Soil and Water contracts with Wasco County to help control mustard weed. Wasco County has the necessary equipment to do the roadside work.

Chair Runyon pointed out that the Weed Department is self-supporting through contracts like this.

{{{Commissioner Kramer moved to approve the Intergovernmental Agreement between East Multnomah Soil and Water Conservation District and Wasco County Weed Department for a project to control noxious weeds within the boundaries of the District. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – Public Health Contract

North Central Public Health Business Manager Kathi Hall came forward to explain the business associate contract with Mid-Columbia Medical Center for

WIC dietician services. She stated that the dietician comes for about four hours each month. She added that the only changes to the contract are the rate (from \$40 per hour to \$45 per hour) and some added language making it clear that the dietician is not an employee of Wasco County.

Chair Runyon pointed out that there is no language limiting the number of hours or the maximum cost and asked if there is a scope of work. Ms. Hall replied that it is typically four hours per month. Chair Runyon stated he would like to see that language included in the contract – something that limits the hours or caps the dollar amount.

Commissioner Hege was in agreement; Ms. Hall said she would take it back to them to amend the language.

{{{Commissioner Kramer moved to approve the Business Associate Contract between Mid-Columbia Medical Center and North Central Public Health Division with the aforementioned amendment that limits the hours or caps the dollar amount. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – CCO Update

Youth Services Director Molly Rogers came forward to update the Board on the activities of the recently formed CCO. Ms. Rogers stated that although the CCO was formed six months ago, due to the nature of medical data gathering they only have three months of data.

She said that the Community Advisory Committee is working toward an assessment while the Clinical Advisory Panel has been working towards creating priorities. Both committees are very active and are doing the bulk of the work. The committees are made up of citizens of Wasco and Hood River Counties (50/50) and have received training on how to function as a cohesive committee. She went on to say that the CCO originally believed it would be defined by the Columbia River Gorge Region; however, the State has added our CCO in with the Central Oregon CCO since both have selected Pacific Source as the host entity for their CCO. She explained that they are working to determine how to be together and apart where appropriate – Pacific Source is helping to find ways of separating the data to more accurately report what is happening in each region.

Ms. Rogers stated that they are organizing initiatives into five broad bands:

1. FAMILY: Cohesive family planning, maternity and infant care – including prenatal care, infant care and immunizations – and general family planning.
2. INTEGRATED AND CHRONIC CARE: Harmonize preventive and chronic care across physical, behavioral and oral health disciplines and venues.
3. AGENCY: Amplify the impact of social services and traditional care workers.
4. MEMBERS: Services and solutions that are appropriate for the community overall and valued by the members.
5. PROVIDERS: Robust Eco-system to support the care community and transformation.

Commissioner Hege commented that there is no urgent care in the region. Ms. Rogers responded that there is some capacity for that in Hood River and one of the clinics has expanded their hours to include Saturdays. Commissioner Hege stated that he doesn't think that qualifies as urgent care which is something that is needed in the Gorge.

Chair Runyon complimented Ms. Rogers on her work with the CCO stating that he had been confident that she was the right person for the job. Ms. Rogers complimented the Administrative Services staff, Executive Assistant Sue Stephens in particular, for the support she has provided to the CCO. She is happy that the County is able to provide in-kind support.

Commissioner Hege asked how the relationship was between the CCO and Mid-Columbia Center for Living. Ms. Rogers replied that initially the assumption was that the CCO Board would be doing the work and making the decisions which created some anxiety. She believes that has been alleviated as it has been demonstrated that the work is actually being done at the committee level; MCCFL has a voice on the committees.

Mr. Stone asked when the next CCO meeting is scheduled. Ms. Rogers stated that it would be on the 4th Wednesday of the month in Hood River.

Agenda Item – QLife Budget Approval

The Dalles City Manager Nolan Young and Garrett Chrostek, Administrative Fellow for the City of The Dalles, came forward to discuss the proposed QLife Budget. The IGA for QLife requires that both the City and the County approve the

budget. In the 2012-2013 fiscal year, QLife experienced an increase in revenue while expenses remained static; they were able to make a sizeable contribution toward existing debt. In the proposed budget they have outlined nine priorities with a focus on debt reduction. They anticipate further increases in revenue and expect to satisfy existing debt by the spring of 2015, two years ahead of schedule.

Chair Runyon noted that there is \$50,000 in the QLife budget from the Google Enterprise Zone. He stated that discussions with the City indicate that that money will be redirected and therefore will not be part of the QLife budget. Mr. Young explained that the QLife Budget Committee had been aware during their process that the Enterprise Zone funds might be removed from their budget; however, since no decision had been made, they chose to leave it in their budget and let the Board amend it, if necessary, when it comes before them for adoption. He further stated that the City Council has scheduled May 13th to consider that change. The City's budget committee has already approved the reallocation of the Enterprise Zone funds; he anticipates that the County will be considering a similar change in the allocation of their Enterprise Zone funds.

Commissioner Hege, who sits on the QLife Board, stated that the QLife Budget Committee met last week and approved the budget as-is. With the knowledge that things would most likely change, there was not intent to revise but to allow the QLife Board to make that change in the adoption process.

Mr. Chrostek stated that if the Enterprise Zone funds are removed from the budget it will mean that the QLife debt retirement will be delayed by just a few months.

{{{Chair Runyon moved to approve the QLife Budget as presented with the exception of the Enterprise Zone payment. Commissioner Kramer seconded the motion. Mr. Chrostek pointed out the 10-year projection on page 10 of the budget which forecasts nearly \$500 thousand in revenue in the future; QLife has a reasonable outlook for generating revenue which

can go into expansion, capital improvement or back into the owning agencies. The motion passed unanimously.}}

Discussion List Item – Signal Hill Lease

Mr. Stone explained that this is the Suefert Hill facility on which Bicoastal has equipment.

Commissioner Hege asked if the work outlined in the original contract has been completed by Bicoastal. Mr. Stone replied that it had been completed many years ago.

Commissioner Hege noted that the term is five years with two 2-year extensions; he asked how fair market value is determined for lease increases. Mr. Stone replied that he had negotiated that with Bicoastal. Commissioner Hege said that he thought there might have been comparables on which fair market was based. Mr. Stone replied that they did not go through that process.

Commissioner Hege suggested that an annual adjustment according to a CPI would make for an easier transition than a sudden jump in the price of the lease at the end of five years. Mr. Stone offered to go back to Bicoastal to negotiate that.

Commissioner Hege stated that he thinks it is good to know the actual fair market prices. Mr. Stone responded that it is in line with some of our leases, but not with the cell phone tower.

The Board was in consensus to rework the lease to include annual CPI adjustments.

Public – Oren Johnson

Mr. Johnson returned reporting that he had been to the Wasco County Planning Department and found maps of the land trusts. He also indicated areas that the Friends of the Gorge are looking at for acquisition. Commissioner Hege commented that the Board has had some discussion regarding the implication of limited access created by land trusts.

Chair Runyon called a recess at 11:10 a.m.

The session reconvened at 11:17 a.m.

Discussion List Item – Tractor Purchase

Mr. Stone advised the Board that the tractor purchase is for Hunt Park and the Wasco County Fair Grounds. He explained that the flex mower has been broken for several years; it has been repaired multiple times but continues to break down. It is not cost effective to continue to repair the old mower; a new one should be purchased. Sheppard's bid came in even lower than the State bid and the Fair Board plans to go with their bid. The Fair Board is within the contracting rules and it is not necessary for the Board of County Commissioners to approve the purchase; Mr. Stone wanted Board to be aware of the purchase.

Commissioner Hege asked if they had budgeted for this purchase. Mr. Stone responded that they have budget in capital for Hunt Park improvements. Within that line item, they have the money to make the purchase.

Chair Runyon stated that he is pleased that a local dealer was able to be competitive in the bid process. He continued by saying that he was at a meeting with MCEDD and the Regional Solutions Advisory Team where they discussed the Agora Investment Platform. Organizations can be listed for investments; Chair Runyon presented two projects within Wasco County: 1) a Mid-Columbia Housing project that has funding but needs an addition \$1.5 million 2) Hunt Park RV spaces – more specifically, technical design for the sites. Chair Runyon pointed out that the next closest RV park is in Maupin and Hunt Park already sees some spill over from that park. He hopes funding might become available through the Agora Platform.

Agenda Item – Oregon Department of Forestry Customer Survey

District Forester George Ponte and Unit Forester David Jacobs came forward to discuss the customer satisfaction survey and to answer the Board's questions and hear their concerns about Forestry Programs in Wasco County. He added that the survey is important to them as it is a key performance standard and is reported to their administration.

Chair Runyon asked that Mr. Ponte describe some of their programs in Wasco County. Mr. Ponte provided the Board with their annual report (attached) and briefly reviewed some of the programs included in the report. Some of the items he reviewed were:

- Technical forestry assistance
- Insect and disease information

- Channeling federal funds to forest land owners for insect and disease control
- Hosting a committee to look at high fire risk
- Counseling landowners on how to reduce the risk of fire around their home and how to make space for firefighters to get in and protect their homes

Mr. Jacobs added that last November a committee finalized forest classification for Wasco County, determining which lands meet the definition of forest lands. He is working with the Assessor's office to ensure they have the correct information; lands designated as forest are assessed an annual patrol fee for fire protection.

Chair Runyon pointed out that the Board has limited direct knowledge of the Oregon Department of Forestry activities in Wasco County and asked what County department might be best able to accurately complete the survey. Further discussion resulted in a determination that Emergency Management would be the appropriate department to respond to the survey.

Mr. Ponte went on to explain the assessment process. Rates are set each year based on their determination of projected costs. He said there is a state bill in committee that would share the costs of fire protection in Oregon forests to all citizens rather than just those living in the forests. If passed, it would phase in over time and the first \$20 million spent each year for large fire costs would be shared equally between the suppression fund and the general fund.

Chair Runyon commented that it appears to be a backwards budget – rather than determining what they can do with existing funds, they determine costs for what they want to do and set taxes to meet their goals. Mr. Ponte responded that he is required to provide a reasonable level of fire protection and that they don't add things unnecessarily.

Chair Runyon asked if there is a mechanism for lowering the rate during low-risk years. Mr. Ponte replied that ending balances are carried over and factored in to offset the next year's rate.

Commissioner Hege asked if the survey was also sent out to homeowners as they are the true consumers of the Forestry Service. Mr. Ponte said they do not,

but give it to the people's representatives on the County Commission. He added that they do give the survey to their board of landowners but acknowledged they may not be a true sampling of forest landowners. Commissioner Hege conceded that it would be challenging to get information from the people who they really serve.

Chair Runyon asked when they would like to have the survey returned to them. Mr. Jacobs replied that they would like to have it back by May 15th.

Further discussion ensued regarding the upcoming fire season which the Forest Service expects to be longer than average. Chair Runyon noted that if more logging were allowed there would be less of a problem. Mr. Ponte stated that he does not disagree and reported that there are voices in Salem that join Chair Runyon in his sentiment.

Discussion List Item – Grant Application Resolution

Chair Runyon stated that this is an annual grant that the Commission office had received only yesterday. He asked Mr. Stone to follow-up with the Assessor's Office to make sure they bring this to the Board in a more timely fashion. The deadline for submission was yesterday; there should be no reason why the grant should not come before the Board well in advance of the deadline.

Commissioner Hege noted that the FTE numbers on Form 4 in the application do not appear to match the numbers elsewhere in the application. Mr. Stone agreed and speculated that the Assessor had converted the numbers to hours rather than the number of full-time employees.

{{{Commissioner Hege moved to approve the Grant Application Resolution for Wasco County to apply to the Department of Revenue in order to participate in the Assessment and Taxation Grant for the 2013-2014 fiscal year. Commissioner Kramer seconded the motion which passed unanimously.}}}

Consent Agenda- Minutes & Appointments

Chair Runyon noted that some changes to the minutes had been made since the initial Board Packet publication, namely a clarification to the fee waiver, a correction for a named speaker and the correction of a typographical error.

{{{Chair Runyon moved to approve the 5.1.2013 Consent Agenda with the above mentioned corrections to the minutes. Commissioner Hege seconded the motion which passed unanimously.}}}

Chair Runyon reminded everyone that the Mass Gathering Permit Public Hearing begins at 2:00 p.m. in the PUD meeting room located at 2345 River Road, The Dalles, OR.

Chair Runyon adjourned the session at 12:12 p.m.

Summary of Actions

Consensus

- Renegotiate the Signal Hill Lease to include annual rate adjustments based on CPI.
- Send the USDA Cooperative Service Agreement back to DA Nisley for further review following Mr. Stone's work to mitigate the issues with Ms. Stalman, Supervisory Budget Analyst for APHIS.

Motions Passed

- Approve the amended Wasco County Drug-free Workplace Policy to replace the existing policy.
- Approve Order #13-093 in the matter of the cancellation of certain uncollectible personal property taxes.
- Approve the Intergovernmental Agreement between East Multnomah Soil and Water Conservation District and Wasco County Weed Department for a project to control noxious weeds within the boundaries of the District.
- Approve the Business Associate Contract between Mid-Columbia Medical Center and North Central Public Health Division with an amendment that limits the hours or caps the dollar amount.
- Approve the QLife Budget as presented with the exception of the Enterprise Zone payment.

- Approve the Grant Application Resolution for Wasco County to apply to the Department of Revenue in order to participate in the Assessment and Taxation Grant for the 2013-2014 fiscal year.
- Approve the 5.1.2013 Consent Agenda:
 - 4.17.2013 Regular Session Minutes with corrections
 - The Dalles Watershed Council Appointments
 - Order #13-077 Bruce Lumper
 - Order #13-078 John Nelson
 - Order #13-079 Mark Poppoff
 - Order #13-080 Phil Brady
 - Order #13-081 Steve Byers
 - Order #13-082 Martha Blair
 - Order #13-083 Gary Wade
 - Order #13-084 Dan Richardson
 - Order #13-085 Ken Bailey
 - Board of Property Tax Appeals Re-appointments
 - Order #13-096 Scott Hege
 - Order #13-097 Jim Yuhas
 - Order #13-098 Delphene Thornton
 - Order #13-099 Del Cesar
 - Order #13-094 Reappointing Judy Davis to the Historic Columbia River Highway Advisory Committee
 - Order #13-095 Reappointing Dan Spatz to the Mid-Columbia Economic Development District Board

- Special Transportation Advisory Committee Reappointments
 - Order #13-100 Lee Bryant
 - Order #13-101 Dave Mason
 - Order #13-102 Louise Sargent

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner



WASCO COUNTY BOARD OF COMMISSIONERS
CONTINUATION OF MASS GATHERING PERMIT PUBLIC HEARING
MAY 8, 2013

PRESENT: Rod L. Runyon, Chair of Commission
Scott Hege, County Commissioner
Steve Kramer, County Commissioner
Tyler Stone, County Administrator
Kathy White, Executive Assistant
John Roberts, Planning Department Director
Joey Shearer, Senior Planner

At 9:00 a.m. Chair Runyon re-opened the Public Hearing to consider a Mass Gathering Permit for What the Festival. He began the hearing by explaining the process to the gallery:

“The public hearing is now re-opened for the purpose of considering PLAOMG-13-03-0001: request for an Outdoor Mass Gathering for a music and art festival entitled “What the Festival” (July 25-28, 2013).

This hearing is a continuance from the May 1, 2013 public hearing. This hearing is still open to public and written testimony. The procedure I would like to follow this morning is:

The Planning Department will give their presentation which includes additional changes to the information presented to the Board at the May 1, 2013 public hearing. The Board will ask planning staff for any clarification or further explanation regarding the proposed regulations or public comments.

Public testimony Starts: Members of the audience who wish to provide testimony will be allowed to do so. If you would like to comment, please sign-up and limit your comments to 3-5 minutes, unless extended by the Chair. Additionally, please only testify if you have new information to provide. This is to help keep individuals from presenting irrelevant, immaterial, or unduly repetitious testimony or evidence. As such, testimony and evidence must be directed toward the subject hearing. The Board of Commissioners will provide direction to staff for any additional information or amendments they would like. The Board of Commissioners will choose how to proceed (continuance, denial or adoption)."

Chair Runyon asked if any Board member wished to disqualify themselves for any personal or financial interest in this matter. No member of the Board wished to disqualify themselves.

Chair Runyon asked if any member of the audience wished to challenge the right of any Board member to hear this matter. No member of the audience wished to submit a challenge to the authority of the Board.

Chair Runyon called upon Mr. Roberts to begin the staff presentation.

Staff Report

Mr. Roberts reported that the Planning Department had received a lot of good comments. He reminded everyone that a mass gathering permit is outside the scope of the land use process. He noted that while the comments were good, they were not always relevant to the rules being applied.

Mr. Shearer reviewed the submitted update to findings and conditions (see staff report, attached):

Insurance: The Planning Department recommended a million dollars in liability coverage payable to Wasco County; limits for this are set in statute.

Water: The test results on the well were confirmed by Public Health. The applicant has updated plans for trucking in supplemental water. The Planning Department believes the applicant can meet water requirements.

Traffic & Safety: The Wasco County Sheriff has certified that the applicant has an adequate plan for traffic and safety.

Fire: Planning has received a written statement from the fire authority as well as a statement from the State Fire Marshall and the Forest Service. Planning has also talked with local fire agencies. The proposed event meets rules and regulations.

Commissioner Hege asked what “energy release” refers to in the ODF Fire Prevention Plan. Mr. Shearer explained that it is measure of the level of severity current of fire hazard conditions.

Commissioner Hege asked what training there was for the second tier of security which is comprised of volunteers. Mr. Shearer responded that no specific training had been related to Planning.

Mr. Roberts asked the Board if they had any legal questions as the District Attorney would be leaving the meeting soon. District Attorney Eric Nisley said he had read the materials provided to him and concurred with the staff findings.

Public Testimony

Chair Runyon opened by explaining the process for testifying:

“An official recording is being made of what is said at this hearing. Therefore, persons addressing the Board are requested to speak clearly and only one person may speak at a time. This is the time for presentation of testimony. No debate is allowed. Testimony will be limited to 3-5 minutes per audience member unless extended by the Chair. In doing so please come to the table and state your name and address for the record. Please limit your comments to criteria applicable to the request and new information.”

Chair Runyon then began to call on those who signed up to speak, beginning with those who had not testified previously.

Darren Garner 1108 W. 6th Street, The Dalles, OR

Mr. Garner introduced himself as the owner of the local Taco Time restaurant. He stated that his family has been doing business in The Dalles for thirty years and he is familiar with landowner Glen Boyd. He went on to say that last year’s festival resulted in a large increase in sales at his restaurant in The Dalles. He added that with festival gatherings such as the one being considered at this hearing; producers and owners become strategic partners, helping the community with job creation and boosting civic pride. Mr.

Garner expressed his opinion that having a festival in Wasco County is a positive experience.

Judy Moore 79009 Wolf Run Road, Dufur, OR

Ms. Moore stated that she had talked with her insurance agent who had advised her that the organization should carry event insurance that insures at the rate of one-million dollars per property owner. She stated that the organizer's current insurance would not adequately cover potential losses for nearby landowners.

Ms. Moore added that she felt the hearings were not adequately publicized as she owns nearby, non-adjacent property and was not notified directly. She also expressed concern about the noise generated by the festival and asked if time limits would be enforced for noise. She also stated that Wolf Run Road runs parallel to Dufur Valley Road and asked about the level of traffic, noting that the road takes a beating just from residents. Additionally, she wanted to know about remedies for trespassers.

Commissioner Hege stated that he is not familiar with the road issue. Ms. Moore replied that Wolf Run Road runs parallel to the north of Dufur Valley Road.

Arthur Smith 520 NE William Street, Dufur, OR

Mr. Smith introduced himself as the Mayor of Dufur and stated that when What the Festival presented to the Dufur City Council the meeting was appropriately noticed as are all City Council meetings. He went on to say that he has heard from local merchants who are big proponents of the Festival. He went on to say that the City of Dufur has been in talks with the event organizers who he described as honest and transparent.

Commissioner Hege asked if there had been meetings in Dufur around this issue. Mayor Smith replied that there was the formal presentation made before the City Council at a regular session. He stated that merchants had contacted him directly to express their support for the event and no citizens had conveyed any negative comments.

Chair Runyon asked when the presentation before the City Council had occurred. Mayor Smith stated it was in March. Chair Runyon asked if there had been any subsequent presentations by the organizers. Mayor Smith replied that there had not, but there had been informal conversations with local leaders.

Dr. David Wehrly, Dufur Valley Road, Dufur, OR

Dr. Wehrly noted that the festival is outside the city limits of Dufur. Adding to his previous comments he read the following statement into the record:

"I would like to clarify and add to the commits I made at the previous hearing on May 1.

First, with respect to my concerns as to the potential for fire, I would like to add some specifics regarding the current and anticipated fire conditions. The numbers I will reference are sourced from the Oregon State University Extension and are specific to the area in question. Over the preceding 10 years, the average rainfall or moisture equivalent for the period September 1st to May 1st has been 14.57 inches for the period January 1st to May 1st and 7.24 inches for the period January 1st to May 1st. For those same periods so far this year, September 1, 2012 to May 1, 2013, only 9.61 inches have fallen – a deficit of 4.96 inches or roughly one-third the normal amount. For the period January 1, 2013 to May 1, 2013, equivalent moisture has only been 3.05 inches, only 41% of normal – a deficit of two-thirds as compared to that same period last year.

With the proposed festival three months away and summer rainfall measured in this area unlikely to make-up any deficits, we should be seeking to eliminate any unnecessary activities that might heighten the possibility of fire. What is the value to the community in permitting an activity that clearly puts our homes and livelihoods at greater risk with no benefit whatsoever to the area residents or our property.

With respect to my concern to the rural road, Dufur Valley Road, during the last hearing Wasco County Public Works indicated that they were not concerned for the potential damage 2,500 – 3,000 automobiles might cause other than the associated wear and tear with that number of vehicles. What was not addressed, however, was the volume of heavy trucks building and supporting the infrastructure for the proposed festival. The promoters have indicated that they would meet specified water requirements by trucking in supplemental water. A 6,000 gallon water tanker, often used by fire fighters, has a gross weight of approximately 45 tons. Like most rural roads in Wasco County, Dufur Valley Road's base is subject to damage from such heavy traffic, especially in the heat of the summer where temperatures can easily exceed 100 degrees. At those temperatures, even the additional auto traffic is potentially damaging.

As a point of clarification, my earlier comments regarding the residual impact that the Woodstock Festival has on that agricultural area of New York, had less to do the hippies that attended the 1969 festival than the ever increasing number of gatherings that adopted the venue. I find it implausible to believe, given the investment in infrastructure, that Mr. Boyd intends the proposed festival to be a once in a lifetime event at this

location, or that once in place that other events would not be hosted. The noise, traffic and general turmoil of such activities is, as I previously indicted totally incompatible with either the designated and restricted ag and forest use or with the residents of this area.

I am truly concerned with the 'fait accompli' approach that has surrounded this permitting process. I am also concerned about some conflicts of interest that may exist and some short cuts that may have been taken around the process. I encourage the Commissioners to both reject the permit and at the same time, if they feel there is benefit to Wasco County, assist the festival organizers in finding a more appropriate venue.

Thank you."

Commissioner Hege asked Dr. Wehrly to expand on his comments regarding a conflict of interest. Dr. Wehrly stated that Commissioner Kramer works for Mills Refuse which will have the contract to remove the trash generated by the festival. Commissioner Kramer responded that he is currently on a leave of absence from Mel's Sanitation and due to his workload as a Commissioner does not anticipate returning to his position there.

Chair Runyon asked if Commissioner Kramer is a part-owner or stock holder in the company. Commissioner Kramer replied that he is neither.

Peter Livingston, Attorney for Ken Thomas, Dufur, Oregon

Mr. Livingston referenced a second letter submitted to the Board (attached). He highlighted some of the items in the letter, saying that the most significant points are violations of the laws prohibiting advertising the event prior to the issuance of a permit and making permanent physical alterations to the site. He stated that if the new access is a road it must meet forestry standards and if it is a driveway, land use approval has been violated as the existing driveway is the only approved access and there has been no application for a modification. Had there been an application, the same standards would apply requiring no impact to forest land.

He went on to say that water rights do not permit the use of water for the festival; domestic, stock and household purposes are permitted only. Furthermore, if the water cannot be used for the festival, then more water will have to be trucked in.

In addition, if campers are to stay on site throughout the event, they will be unable to stay within the area for campsites as there are state rules regulating the required area for each camp site; there is not adequate space at the festival site to meet state regulations.

He stated that the organizers have claimed that there will not be drug use, but provide hookah lounges on site; either the drug laws will be ignored or the fire hazard will be increased when drug users go off-site to use drugs.

Finally, he said the economic impact is not a criterion for granting the permit.

Public Health Director Teri Thalhofer interjected that hookah lounges are not marijuana related but are used for flavored tobaccos.

Peter Clark, Event Organizer, Portland, OR

Mr. Clark stated that they have been working to alleviate concerns and have added an addendum to their application. Their insurance is for \$2 million general liability plus \$3 million aggregate policy; with that policy they are currently drafting a certificate of insurance naming \$1 million for Wasco County and \$2 million to cover damage to the roads. There is also \$1 million coverage per incident that will extend to all the neighbors.

He went on to say they are very aware of the fire hazards and they are fully compliant with all of the requirements imposed by the Oregon Department of Forestry. To further enforce that, they have contacted the State Fire Marshall who supports their efforts to provide fire protection. They are contracting with Midland Emergency Services for two fire trucks and crew if the fire danger increases to a level where that would be necessary.

Addressing the issue of training for the volunteer rangers, he stated that they are trained in conflict resolution, acting as ambassadors to prevent any issues from escalating.

For traffic, they have provided a lengthy narrative regarding their plans to reduce the impact of traffic. Support vehicles will not be going through Dufur and they are working with the Sheriff's Office and the Road Department to affect a successful use of the road system. He assured the audience that they intend to intake and process vehicles as quickly as possible.

Glenn Boyd, 7889 Dufur Valley Road, Dufur, OR

Mr. Boyd pointed out that comparisons to Woodstock were inappropriate as Woodstock had 400,000 attendees with no sanitation and no security while WTF organizers are engaged with authorities to create a safe environment for the event.

Trespassing: He said that they would have security at the front of the road and signs directing traffic to the appropriate entrance.

Rangers: Mr. Boyd said that he has served as a ranger at events. He explained that while they are trained in conflict resolution, they are also instructed at each event as to what issues may be foremost at that particular event. They also provide additional sets of eyes to look out for hazards.

Commissioner Hege asked if their training is specific. Mr. Boyd replied that that the rangers will be experienced and will have a command structure and organized patrols. In addition, they will be advised as to what they are to be looking for based on the environment.

Commissioner Hege asked if Mr. Boyd's property can be accessed via Wolf Run Road. Mr. Boyd replied that they could not without going through other people's properties.

Virginia Whitely 79351 Dufur Valley Road, Dufur, OR

Ms. Whitely noted that on page three of the application it states that the WTF is an annual event, which means this will be year in and year out. She asked what would be done when they decide to have more than one event a year.

Janna Webb, 3825 Cherry Heights Road, The Dalles, OR

Ms. Webb explained that the What the Festival had been held last year on her family's property. She had been opposed to the event when her brothers suggested it, but now she feels she was wrong; the event turned out well.

Chair Runyon asked Chief Deputy Lane Magill if he had anything to add. Chief Deputy Magill stated that the Sheriff's Department does not see anything that causes them to be concerned; any issues they faced last year have been resolved as much as is possible for the upcoming event. The site has the ability to hold up to 600 vehicles off-road for the intake process at the event. The organizers have been advised that the Deputies would take action should traffic become an issue. He reported that when working with the organizers last year, they were able to resolve any issues that came up.

He went on to say that Wolf Run was a concern because if participants try to go that way they will have to cross private properties. He stated that they will add additional patrols and be aware of the potential problem; they will enforce criminal trespass laws.

Commissioner Hege asked if trespassing signs must be posted. Chief Deputy Magill responded that it is not necessary.

Chief Deputy Magill added that the Sheriff's Department is in communication with forest law enforcement and will be working with them on the patrol plan.

Chair Runyon asked if Deputies were on-site at last year's event. Chief Deputy Magill replied that they did not go on-site unless requested, but patrolled the area. He said that last year event security was inadequate but that this year they have exceeded expectations; if they need assistance, deputies will come in and provide it.

John Hickoks 79296 Dufur Valley Road, Dufur, OR

Mr. Hickoks asked why the event was moving from Tygh Valley to Dufur.

Glenn Boyd, continued

Mr. Boyd stated that the Tygh Valley site is in a box canyon which presents challenges to access, sanitation, logistics and security; in addition they anticipate exceeding the maximum capacity of the Tygh Valley site.

In regards to the claim that they have violated the law by promoting the event prior to the permit issuance, he stated that they have not sold above the number of tickets that would constitute a mass-gathering.

Commissioner Kramer asked if they planned on holding this event more frequently than once a year. Mr. Boyd replied that they plan to have the festival on an annual basis moving it to earlier in the year beginning with next year's event. The law allows them to hold an event every 120 days, but they do not anticipate doing that; this is a time-consuming process. Commissioner Kramer asked if the long term goal is just one per year. Mr. Boyd replied, yes.

Judy Moore, continued

Ms. Moore asked why they are selecting land in a forest when they have the rodeo grounds and fair grounds.

George Whitely, 79351 Dufur Valley Road, Dufur, OR

Mr. Whitely cautioned that the area around the site has seen some recent construction that included dynamite demolition; he warned that dynamite could have been left behind and would present a hazard to unwary event participants.

Public Works Director Marty Matherly

Mr. Matherly stated that Dufur Valley Road is a rural county road but designated as a federal forest route which requires it to be built to standards to withstand logging trucks; it should not sustain any major damage from a traffic event. He said they may add Wolf Run to receive signage for special events to direct traffic away from it.

Janna Webb, continued

Ms. Webb stated that her brothers went forward with last year's event and it was successful; the lady who lived on the corner where traffic entered loved it! There were no issues.

Chair Runyon asked if any member of the Board had questions.

Ms. Thalhofer stated that there continue to be Public Health issues and Public Health will be there before, during and after the event to make sure everyone is operating within regulations. She said Public Health will continue to work with the promoter to resolve remaining issues. In addition, some of the issues Public Health is required to regulate have no fee attached which will result in expended revenue with no compensation.

Chair Runyon asked if there was any further testimony or additional written comments.

Commissioner Kramer asked Ms. Thalhofer what her estimated costs would be related to the festival. Ms. Thalhofer replied that they probably already have forty to fifty hours in at \$60 per hour and there will be more. Chair Runyon pointed out that some of what Public Health will do does generate fee income. Ms. Webb commented that there is a \$5,000 fee for the permit. Chair Runyon added that the fee goes into the general fund, not directly to Public Health.

Commissioner Hege asked the Planning staff to address comment made by Mr. Livingston. Mr. Shearer asked if the Board would like for him to do that before or after closing the hearing for public comment.

Chair Runyon closed the hearing to public comment and explained the next step in the process:

"There being no further testimony, I will close the Public Testimony portion of the Public Hearing for deliberation. It is now in order for the Board to discuss matters. Is there any information not provided by staff that would assist the Board in reaching a decision? Are

there any additional findings or conditions not included that a Board Member would like to see made of further explored? The Board cannot ask the public to speak again.”

Mr. Roberts answered Commissioner Hege’s question by saying that Mr. Thomas, through his attorney, has made a lot of good comments; however, most were land use issues having nothing to do with a mass gathering permit. Regarding the driveway – irrespective of the festival, the owner would be able to construct that driveway; any property owner in a resource zone would be allowed to have the driveway.

Mr. Shearer stated that they had consulted with County Counsel regarding the advertisement and Counsel had seen no issues. He added that Wasco County runs a complaint driven code compliance program and no complaints have come in. He said that the watermaster has stated that some of the irrigation rights can be used to water down the lot.

Mr. Roberts stated that other items are not within the County’s scope of authority or do not apply.

Mr. Shearer commented that standards for noticing in the permit process are not as high as in land use; however, they did incorporate some of those processes. All agencies were noticed on March 29, 2013, owners within 750 feet of the site were notified, and notices appeared in The Dalles Chronicle as well as on the Wasco County Planning Department’s website. These notices were more than what is required. Lastly, he stated that the law allows a gathering of 3,000 or more people for 120 hours in a 3 month period; anything beyond that would trigger other regulations.

Chair Runyon asked how long the permit extended. Mr. Shearer replied that it is for a specific event. He added that the fee is \$5,000 and the County cannot charge more than that; it does take a good deal of county resources. Ms. Thalhofer stated that many of the Public Health fees are also set in statute. Chair Runyon pointed out that other Public Health fees are not set in statute and Public Health should examine this process to determine if any of their flexible fees need adjustment.

Chair Runyon asked the Board for a motion to continue the hearing, deny the permit, or adopt the permit.

Commissioner Kramer stated that the room could have been filled four times over with people who have opinions regarding this event. He reported that he has talked with a number of his constituents who are in favor of the event.

{{{Commissioner Kramer made a motion to approve the proposed Outdoor Mass Gathering regarding planning case number PLAOMG-13-03-0001, in light of the

applicable criteria and findings presented in the staff reports to the Board dated May 1, 2013 and May 8, 2013. Commissioner Hege seconded the motion.}}}

Discussion: Commissioner Hege said that he is glad that Commissioner Kramer, who lives in the southern part of the County, has received positive comments. He stated that he was concerned about last year's event but was surprised at how professional and well done the event was. Locals also felt organizers did a good job. He said he expects the upcoming event will be even better run. For those who have concerns – he reminded them that this is a one-time permit. Organizers will be judged on their activity this year and the Board will look at that for any future permitting. He went on to say that he believes there will be economic benefits. He said he has thought a lot about fire, which can happen at any time, but he feels the organizers are addressing that issue – they have exceeded our expectations in working with County staff.

Chair Runyon stated that he was also skeptical last year, saying that he has attended other mass gathering events as a participant. He said this was one of the better ones he has seen. Last year the County did not have a clear process, but Planning has built a process and will continue to adjust that process as we learn. He stated he is satisfied.

Mr. Roberts interjected that the one of the dates in Commissioner Kramer's motion was not accurate – May 8th should be May 7th.

{{{Commissioner Kramer moved to rescind his previous motion. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer made a motion to approve the proposed Outdoor Mass Gathering regarding planning case number PLAOMG-13-03-0001, in light of the applicable criteria and findings presented in the staff reports to the Board dated May 1, 2013 and May 7, 2013. Commissioner Hege seconded the motion which passed unanimously.}}}

Chair Runyon closed the public hearing and called a recess in the session at 10:34 a.m.

The session reconvened at 10:38 a.m.

Discussion List – Cooperative Law Enforcement Plan

Chief Deputy Magill explained that this is an annual contract that pays the Wasco County Sheriff's Department to provide patrols within the federal forest. While it is a seasonal contract, May through September or October, it can be used for events that occur within the forest outside that time frame. Commissioner Kramer related his conversation with

Sheriff Eiesland who reported that the County enjoys a good working relationship with the Forest Service.

{{{Commissioner Hege moved to approve the Cooperative Law Enforcement Annual Operating Plan and Financial Plan between the Wasco County Sheriff's Department and the USDA, Forest Service Mt. Hood National Forest.

Discussion List – Enterprise Zone Allocations

Commissioner Kramer seconded the motion which passed unanimously.}}

Chair Runyon explained that the meetings around the enterprise zone were just part of the overall effort to examine processes. This particular fund had not been examined, reconsidered or reviewed for seven years. The joint City/County group brought all the issues up and discussed what should stay the same or change. City Manager Nolan Young contacted Columbia Gorge Community College who had been receiving \$100,000 in enterprise zone funding annually. The group determined that they would phase out funding to the college over the next two years, reducing payments to \$75,000 annually. In addition, QLife has been doing well and no longer needs the financial support provided by the enterprise zone funding. The proposed allocations for this year include veteran's services and Discovery Center infrastructure debt.

City Manager Nolan Young joined the session and reported that the proposed allocations had been discussed by the City budget committee.

Chair Runyon noted that the enterprise zone budget for this year includes \$18,000 of rolled over funding; the annual budget is \$250,000.

Mr. Young stated that there were no questions at the budget meeting. The allocations will be considered by the City Council on May 13th. He asked for feedback from Commissioners Hege and Kramer who were not involved in the allocation meetings.

Commissioner Kramer said he likes the idea of an annual review of the allocations.

Commissioner Hege agreed saying that this is some of the most flexible funding the City and County receive and we should always be reviewing it to discover how we and bust use it toward improving our economy.

Mr. Young stated that by having dialog we might bring other taxing entities to the table to help us discover other opportunities. Chair Runyon added that it has been the County's mission to examine processes to find the best plan for the most people.

Mr. Young asked if this would be on an upcoming Commission agenda.

Mr. Stone thanked Mr. Young for his willingness to work through this process with the County.

{{{Chair Runyon moved to approve the proposed enterprise zone allocations as outlined in Exhibit B included in the Board Packet. Commissioner Kramer seconded the motion which passed unanimously.}}}

Mr. Young said he would relate that motion to the City Council on Monday and invited Mr. Stone and the Board to attend.

Chair Runyon thanked Mr. Young for his efforts.

Commission Call

Mr. Stone reported that the County budget meetings are scheduled for May 15th and 16th. He also stated that he getting an opinion on the possibility of a fuel purchasing agreement for the County in an effort to reduce fuel costs.

Commissioner Kramer advised the group that he is still working on the facilities at the Pine Hollow boat ramp; he has commitments of \$2,500 and needs an additional \$500 in order to get matching funds from the State. Those funds will pay for maintenance for this season and buy the necessary time to form a parks and recreation district to manage the boat ramp area.

Mr. Stone updated the Board on previous session items – he has been working on the Signal Hill transmitter lease and there will likely be an annual escalator added to the lease. In addition, he had been working on the USDA Cooperative Services Agreement and some language has been removed and other language adjusted. The USDA is not willing to change the liability language and Mr. Stone cautioned that the contract would probably not go forward if the County insisted on that language changing.

Commissioner Hege reported attending the Lower Deschutes working group meeting and he will attend the managers meeting next Friday. He said he had met with former Commissioner Sherry Holliday before attending the meeting as she had been a member of that group for many years; he found it very helpful to get her perspective. He said it has been very educational and he is discovering a lot of political issues. His concern is an assessment of segment three of the Lower Deschutes which has been delayed for years by the BLM although the Lower Deschutes group has made it their highest priority.

Mr. Stone asked if the Tribes are represented on the group. Commissioner Hege replied that they are represented by the man who wrote the plan and was hired back as their representative. He added that there are issues that have been ignored and need to be addressed.

Commissioner Kramer noted that it will be important to keep former Commissioner Holliday involved as she has so much background with the issues.

Chair Runyon reported that he had attended the Regional Solutions Advisory/MCEDD joint meeting. Groups were formed at eight tables and charged with coming up with projects. Five of the eight groups proposed Mid-Columbia Housing. One of the issues Chair Runyon brought forward was the RV spaces at Hunt Park; money could be channeled into a design and feasibility study to optimize use of the RV Park. He noted that there is a lack of RV facilities in the area and this could provide a source of revenue to the County.

Chair Runyon reminded the Board of the inspection of the Juvenile facilities of NORCOR tomorrow at 2:00 p.m. He also said he would not be at the second day of the budget meetings and John Carter may also be absent that day. Commissioner Hege said that he believes there will still be a quorum.

Chair Runyon reported that a letter from State Building codes hearings in regard to MCCOG is forthcoming. He encouraged the Board to explore what other funds have been used in the past to make sure everything is above board. Commissioner Hege commented that he thinks it would be appropriate to pursue that.

Chair Runyon asked the Board members to keep Ms. White in the loop regarding their general activities so that she can be more efficient in providing support.

Chair Runyon adjourned the session at 11:20 a.m.

Summary of Actions

Motions Passed

- Approve the proposed Outdoor Mass Gathering regarding planning case number PLAOMG-13-03-0001, in light of the applicable criteria and findings presented in the staff reports to the Board dated May 1, 2013 and May 7, 2013.
- Approve the proposed enterprise zone allocations as outlined in Exhibit B included in the Board Packet.

- Approve the Cooperative Law Enforcement Annual Operating Plan and Financial Plan between the Wasco County Sheriff's Department and the USDA, Forest Service Mt. Hood National Forest.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod L. Runyon, Commission Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner



WASCO COUNTY BOARD OF COMMISSIONERS
SPECIAL SESSION
MAY 16, 2013

PRESENT: Scott Hege, County Commissioner
Steve Kramer, County Commissioner
Tyler Stone, County Administrator
Kathy White, Executive Assistant
ABSENT: Rod Runyon, Commission Chair

At 10:17 a.m. Commissioner Hege opened the Special Session of the Board of Commissioners.

Discussion List – Proclamations

Youth Services Director Molly Rogers explained that the Kids to Parks proclamation is in conjunction with the Children's Fair being held this weekend and sponsored in part by the Wasco County Commission on Children and Families. It will make the Children's Fair part of the national event and will allow advertisement on their website.

She went on to say that next week is national Parenting Education Week. Parenting Education has been a significant piece of the Commission on Children and Families' work. This proclamation will recognize that work.

{{{Commissioner Kramer moved to approve the proclamation for Kids to Parks Day. Commissioner Hege seconded the motion which passed unanimously.}}}

{{{Commissioner Kramer moved to approve the proclamation for Parenting Education Week. Commissioner Hege seconded the motion which passed unanimously.}}}

Agenda Item – Pine Hollow Maintenance

Facilities Manager Fred Davis explained that he had followed the process to obtain quotes for maintenance at the Pine Hollow boat ramp facilities. He received only one quote and it was from the contractor with whom the County has contracted in the past.

Commissioner Kramer said that the Board would need to approve the Oregon State Marine Board MAP agreement to obtain the remaining funds needed to pay for the maintenance. He explained that he was able to raise funds privately to meet the requirement for matching funds for the MAP agreement.

{{{Commissioner Kramer moved to approve the Oregon State Marine Board Maintenance Assistance Program Allocation Certification Agreement. Commissioner Hege seconded the motion and commended Commissioner Kramer for his work in raising the necessary funds.

Mike Davis	\$1,000
ODFW	\$1,500
Wamic Store	\$ 500

The motion passed unanimously.}}}

{{{Commissioner Kramer moved to approve the Personal Services Contract for Restroom and Site Maintenance at pine Hollow Reservoir. Commissioner Hege seconded the motion and asked how often the facilities are maintained. Mr. Davis responded that they check daily and clean 2-3 times a week; on holiday weekends they clean daily. The motion passed unanimously.}}}

Commissioner Hege adjourned the session at 10:30 a.m.

Summary of Actions

Motions Passed

- Approve the proclamation for Kids to Parks Day
- Approve the proclamation for Parenting Education Week

WASCO COUNTY COURT
REGULAR SESSION
MAY 16, 2013
PAGE 3

- Approve the Oregon State Marine Board Maintenance Assistance Program Allocation Certification Agreement
- Approve the Personal Services Contract for Restroom and Site Maintenance at pine Hollow Reservoir

WASCO COUNTY BOARD
OF COMMISSIONERS

ABSENT

Rod L. Runyon, Commission Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

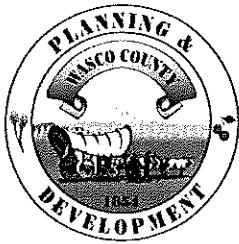
Agenda Item
Update to Scenic Area Forest Service Projects

- [No documents have been submitted for this item –](#)

[RETURN TO AGENDA](#)

Agenda Item
Update of Planning Department
Work Program Priorities

- [Memo](#)
- [Working Draft](#)



Wasco County Planning Department

"Service, Sustainability & Solutions"

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Phone: (541) 506-2560 • wcplanning@co.wasco.or.us
www.co.wasco.or.us/planning/planhome.html

To: Wasco County Board of Commissioners ("Board")

From: John Roberts, Planning Director

Date: Prepared for June 5, 2013 Meeting

Re: Planning Department Work Program Priorities & Opportunities

Purpose: The purpose of discussing the planning department's work program priorities at the June 5 meeting is to:

- 1) Update the Board on the status and important details regarding each of the department's seven work program priorities.
- 2) Provide feedback and discuss any changes the Board would like to make to the priorities.
- 3) Discuss medium and lower priority projects, development review / current planning considerations, and other or ongoing projects to be evaluated (e.g., Sevenmile Hill Rezone).

Planning Department's Long-Range and Project Planning, Work Program Priorities: The Planning Department Strategic Plan is based on the calendar year, in part because of the FY funding cycle, and June marks the halfway point for the calendar year. The planning department presented its strategic plan to Board and planning commission in early January 2013. The following seven projects were prioritized as a result of feedback from that presentation (details and general timelines are provided in the attachment):

- Comprehensive Plan
- Webpage
- Applications and Handouts
- EDEN Updates
- Fee Schedule
- Code Compliance Ordinance
- Land Use & Development Ordinance ("LUDO")

In light of staffing levels and current planning caseloads, identification of these seven projects represented a very aggressive work program for calendar year 2013. However, it is felt it is realistic to accomplish these projects. The status and challenges associated with each project will be discussed with the Board. Most importantly, staff would like feedback on each of these projects to ensure they are aligned with Board expectations.

Other Priorities

- There are a range of other projects identified that are considered to be of lower priority. These projects do not have target dates and will not be discussed in depth at the meeting.
- Staff will bring to the Board's attention the development review projects that need to

ultimately be address: 1) Thomas Rezone, and 2) NSA Easton Scenic Area Review. These reviews stem from a court ordered Settlement Agreement and stipulated remand from the Gorge Commission, which will invariably have implications on departmental personnel and material and services costs.

- It is important to note the other ongoing projects the department is involved with and invested in. These projects do not have concrete deadlines and continually evolve. These include but are not limited to:
 - Urban Growth Boundary Expansion
 - Joint Management Agreement
 - National Flood Insurance Program (Endangered Species Act)
 - Wetlands Technical Advisory Group
 - Riverfront Trail Committee
 - NSA Boundary Line Adjustment

Attachment

- Planning Department Work Program Priorities (Prepared for June 5, 2013 Update to Board)

Attachment / "WORKING DRAFT"

Planning Department Work Program Priorities Prepared for June 5, 2013 Update to Board of Commissioners				
Project	Details / Scope	PRIORITY	Targeted Completion	Project Lead(s)
1. Comprehensive Plan	<u>Adopt updates to Wasco County Comprehensive Plan. Create and distribute 10 copies:</u> <ul style="list-style-type: none"> Board continued adoption at a January 4, 2012 public hearing. Updated draft has been prepared to address Board's comments. Final draft, staff memo and support documents being prepared. 	High	End of June (adopt) Distribute - July	John
2. Webpage	<u>Update the Wasco County Planning Department Website:</u> <ul style="list-style-type: none"> Conduct audit of existing webpage Tweak "brand" / create a new look (e.g., similarities to existing county webpage) Reorganize to improve or simplify functionality Streamline and update available links (e.g., Web Map) Overall edit and cleanup of outdated content (e.g., FAQs) 	High	Early June	Michael & Brenda
3. Applications & Handouts	<u>Update & Streamline Planning Department Applications and Accompanying Handouts:</u> <ul style="list-style-type: none"> Conduct audit of all existing application and handouts Reformat all planning departments applications and streamline when practicable Reformat all applicable handouts and streamline when practicable; additionally tie to updated website Create new handouts if necessary (e.g., legal parcel lot determination process) Overall, concurrently create new application materials and handouts describing processes or land use issues. For example: <ul style="list-style-type: none"> <u>Fire Safety Standards:</u> Streamline Fire Safety Self Certification Form <u>Legal Parcel Handout:</u> Create "Lawfully Crated Parcel" handout (i.e., Lane County) 	High	Fall	Joey
4. EDEN Updates	<u>Streamline EDEN to Eliminate Redundant or Unnecessary Step:</u> <ul style="list-style-type: none"> Reconfigure/re-write all 32 applications in EDEN to eliminate steps in "routing" Consolidation of routing steps to gain or improve accuracy and efficiency 	High	Fall	Brenda
5. Fee Schedule	<u>Adjust Fee Schedule to:</u>	High	End of June	John &

Attachment / "WORKING DRAFT"

Planning Department Work Program Priorities

Prepared for June 5, 2013 Update to Board of Commissioners

Project	Details / Scope	PRIORITY	Targeted Completion	Project Lead(s)
	<ul style="list-style-type: none"> Determine new fees necessary to include and existing fees to eliminate. Create more uniform and clearer policies to consistently assign fees (i.e., better define when fees are applicable) Assess housekeeping changes to improve usability for staff and public (i.e., format and organization that is easier to understand) Evaluate and amend criteria to qualify for a fee waiver (i.e., clarify income requirements for those requesting fee waivers) Evaluate realistic costs of filing an appeal, request for continuance and expedited reviews Explore implementation of Consumer Price Index (CPI) 			Kate
6. Update WCCNAO	Update the Wasco County Code Compliance and Nuisance Abatement Ordinance ("WCCNAO") to reflect changes needed to achieve community goals and objectives.	High	August	Kate
7. Update LUDO	<u>Update Wasco County Land Use and Development Ordinance ("LUDO") Chapter 1, 2 and 3:</u> <ul style="list-style-type: none"> Address "housekeeping" issues such as organization, renumbering, formatting, clerical/grammar errors, correcting cross-referencing, etc. Emphasize simplification and streamlining where the law allows. Improve functionality to create more sustainable or reasonable processes. Align current rules with recent legislation where no policy changes would be made other than those expressed in the legislation (i.e., incorporating House Bill directive and accompanying Department of Land Conservation and Development rulemaking). Enhance clarity or understanding of more substantive and complex issues; particularly issues identified by the recent audit conducted by Angelo Planning Group. 	High	December	John & Joey
MEDIUM TO LOW PRIORITY				
Partition Scanning Project	1) <u>Partition Scanning Project</u> : Finish scanning partitions into the P:Drive and hyperlink these	High /		Joey

Attachment / "WORKING DRAFT"

Planning Department Work Program Priorities Prepared for June 5, 2013 Update to Board of Commissioners				
Project	Details / Scope	PRIORITY	Targeted Completion	Project Lead(s)
/ Update Partition Layer	files to GIS parcels and the "Partition Layer." 2) <u>Partition Layer – New Partitions</u> : Work with GIS to establish a process to keep the partition layer updated with new and approved partitions. 3) <u>Partition Layer – Old Partitions</u> : Work with GIS to "backfill" and conduct quality control on the partition layer to make it as accurate as possible. <i>Technology, process improvement or operational efficiency focus.</i>	Medium		
Development Review Advisory Committee	<u>Based on the recent audit conducted in 2012 by Angelo Planning Group, meet with the Development Review Advisory Committee to:</u> 1) Update committee on the department's work program priorities. 2) Prioritize strategies identified in the final Recommendation Actions and Strategies Report to pursue. 3) Assist in LUDO update	Medium		John
Counter Manual	Create a customer service training manual and set of simple procedures to incorporate into new employee training, employee manual and at the front counter. <i>Personnel and operational efficiency focus.</i>	Medium		Dawn
Procedures Folder	Update the P:Drive "Procedures:" folder. This would entail thoughtful and intensive edit, reorganization and consolidation of materials. <i>Personnel and operational efficiency focus.</i>	Medium		
NSA: GIS Layers / Maps	Update local GIS data/layers applicable to the NSA LUDO and audit existing mylar maps. <i>Technology and operational efficiency focus.</i>	Medium		Joey
NSA: Cumulative Effects	Develop Template to guide required findings regarding Cumulative Effects in the NSA. <i>Operational efficiency focus.</i>	Medium		John
TMDL	Finish TDML Report for Miles Creek, Deschutes and John Day Total Maximum Daily Load study. <i>State mandate.</i>	Medium		
Burned Files	Scan box of burned files (pre 1985) into EDEN and attach to parcels. <i>Technology and</i>	Medium		

Attachment / "WORKING DRAFT"

Planning Department Work Program Priorities Prepared for June 5, 2013 Update to Board of Commissioners				
Project	Details / Scope	PRIORITY	Targeted Completion	Project Lead(s)
	<i>operational efficiency focus.</i>			
Training Manual(s)	Create and update new training manual for the associate planner and code compliance officer positions. <i>Personnel and operational efficiency focus.</i>	Medium		John
Performance Measures	Develop 3 month, 6 month and 1 year quantitative performance measures for all positions. <i>Personnel focus.</i>	Medium		John
Upstairs Organization	Finish organizing upstairs and files. <i>Operational efficiency focus.</i>	Low		John
DEVELOPMENT REVIEW / CURRENT PLANNING				
Brush Canyon	DOE Energy Facilities Siting Council ("EFSC") referral / comments on the Application of Site Certificate for the Brush Canyon Wind Power Facility	High	Submitted 4.26.13	John
PGE – Cascade Crossing	DOE EFSC request for comments on the Completeness of the Amended Application for Site Certificate for the proposed Cascade Crossing Transmission Project	High	Submitted 5.6.13	John
Thomas Rezone	Per Court Ordered Settlement Agreement, initiate rezone of Ken Thomas Property. This would be accompanied by legal assistance paid for by applicant. Current planning focus.	Medium		Joey / Dawn
NSA Easton Scenic Area Review	Per Gorge Commission "Order Stipulated Motion for Voluntary Remand," process the scenic area review/land use decision for a single family dwelling in Rowena Dell, Lot 8. Current planning and economic development focus.	Medium		Joey / Dawn
OTHER IMPORTANT ONGOING PROJECT CONSIDERATIONS				
UGB ("Urban Growth Boundary")	Urban Growth Boundary Expansion – City of The Dalles.		Ongoing	
JMA ("Joint Management Agreement")	Update Joint Management Agreement with City of The Dalles.		Ongoing	

Attachment / "WORKING DRAFT"

Planning Department Work Program Priorities Prepared for June 5, 2013 Update to Board of Commissioners				
Project	Details / Scope	PRIORITY	Targeted Completion	Project Lead(s)
ESA ("Endangered Species Act") / NFIP ("National Flood Insurance Program")	Continue to work with DLCD ESA Working Group on the ramifications of recent Federal ESA lawsuits, the restructuring of the FEMA District X Program, and implementation, outreach and anticipated transition challenges for complying with the new regulations.		Ongoing	John
Port of The Dalles: Wetland Regional Permit (RGP) Technical Advisory Committee (TAC)	Participate on the Port of The Dalles TAC to help address wetland issues, wetland delineation and funding to support industrial land preparedness.		Ongoing	John
Riverfront Trail Committee	Continue to participate on the Riverfront Trail Committee Board of Directors. The Riverfront Trail is maintained by Northern Wasco County Parks & Recreation District.		Ongoing	Joey
NSA ("National Scenic Area")	National Scenic Area Management Plan review and subsequent updates.		Ongoing	
NSA: Boundary Adjustment & Assessment	Continue to work with the Gorge Commission staff to re-evaluate the differences in the NSA boundary descriptions juxtaposed against recent surveys.		Ongoing	John

Agenda Item
Wasco County Budget Hearing

- [Budget Message](#)
- [Proposed Budget](#)

Wasco County 2013/14 Budget Message

The budget submitted herein is the financial plan that meets the goal of maintaining as many services as possible for the next fiscal year, beginning July 1, 2013 and ending June 30, 2014.

This budget has been prepared to satisfy the legal requirements of Wasco County and the State of Oregon local budget law.

Traditionally the approach to governmental budgeting is incremental: the current year's budget becomes the basis for the next year's spending plan. This approach is workable in periods of reasonably stable expenditure and revenue growth because the current level of expenditures can be funded with very little controversy. However, incremental budgeting is not up to the financial challenges posed by the new normal of relatively flat or declining revenues, upward cost pressures, service demands and persistent structural imbalances (such as required software upgrades, building needs, unfunded mandates, infrastructure upgrades).

In keeping with the practice established in the 2012/13 budget process, budgeting is done based on actual expenditures with a few exceptions. The impact of this change is the elimination of any excess dollars that may be built into budgets. County Administration made the pledge to work with department directors through the use of contingency funds if unexpected items arise during the budget year. This process drives a more realistic approach to budgeting which aligns with the need to address falling revenues and increasing expenses.

This budget has 29 funds and totals \$34,140,754.

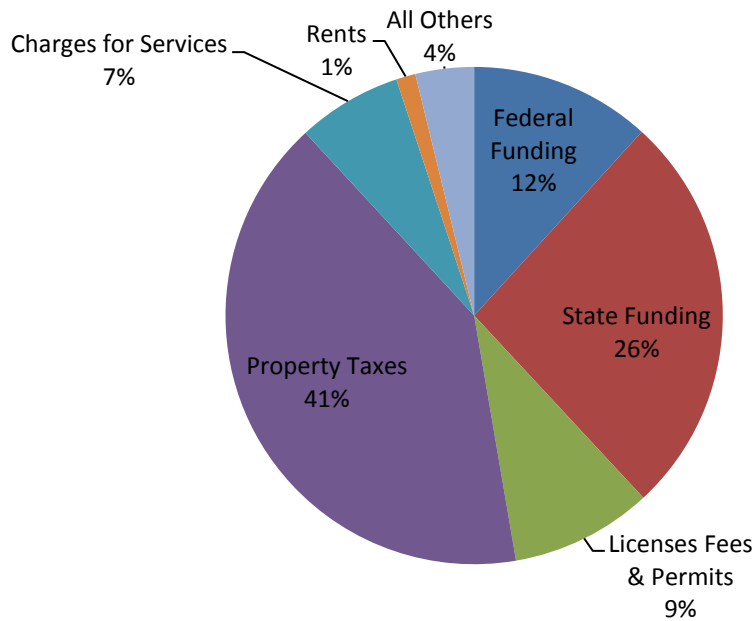
Fund	Description	2012/13	2013/14	Difference	%
General Fund		\$13,952,787	\$14,580,759	\$627,972	5%
	<i>The main operating fund for Wasco County</i>				
Health Grants Fund		\$2,445,995	\$2,263,573	(\$182,422)	-7%
	<i>State funding for Public Health</i>				
Public Works Fund		\$6,593,244	\$6,684,402	\$91,158	1%
	<i>Road operating fund</i>				
County Fair Fund		\$181,000	\$208,500	\$27,500	15%
	<i>County Fair operating fund</i>				
County School Fund		\$309,890	\$261,890	(\$48,000)	-15%
	<i>Tax in lieu of payments pass through</i>				
Land Corner		\$209,900	\$193,100	(\$16,800)	-8%
	<i>Dedicated to locating and remarking of land corners</i>				
Forest Health		\$108,500	\$175,600	\$67,100	62%
	<i>Federal dollars to fund search and rescue operations on federal lands</i>				
Household Hazardous Waste		\$455,213	\$468,766	\$13,553	3%
	<i>Fee paid as part of garbage collection bill dedicated to recycling</i>				
Special Econ Dev Fund		\$450,200	\$453,000	\$2,800	1%
	<i>Revenue committed for economic development.</i>				
Law Library Fund		\$127,500	\$135,500	\$8,000	6%
	<i>Dedicated revenue from citations that goes to maintaining law libraries</i>				
District Attorney Fund		\$198,400	\$55,000	(\$143,400)	-72%
	<i>Forfeiture dollars and donations to victims of crimes</i>				
Museum Fund		\$243,054	\$243,110	\$56	0%
	<i>Operations and donations for Wasco County Historical Museum</i>				
Animal Control		\$62,000	\$0	(\$62,000)	-100%
	<i>City/ County partnership to fund animal control services</i>				
Weed & Pest Fund		\$491,791	\$418,540	(\$73,251)	-15%
	<i>Operating fund for weed and pest control within the County</i>				
911 Communications		\$987,084	\$985,939	(\$1,145)	0%
	<i>Operating fund for 911 services made up of City/ County/ Fire and state tax revenue</i>				
Parks Fund		\$232,600	\$204,000	(\$28,600)	-12%
	<i>Operating fund for Hunt Park</i>				
Community Corrections		\$1,036,158	\$1,075,038	\$38,880	4%
	<i>Operating fund for parole and probation services</i>				

Court Facilities		\$135,000	\$68,200	(\$66,800)	-49%
	<i>State funded established to provide courthouse security</i>				
Comm on Child & Family		\$624,900	\$314,397	(\$310,503)	-50%
	<i>State funded for operations to provide services for children and families</i>				
Kramer Field Fund		\$32,400	\$32,600	\$200	1%
	<i>Private donation to upgrade Kramer Field</i>				
Clerks Records Fund		\$27,650	\$33,555	\$5,905	21%
	<i>Funded by recording fees to cover archival costs.</i>				
Road Reserve Fund		\$2,755,490	\$2,774,300	\$18,810	1%
	<i>Reserve fund for Public Works</i>				
Capital Acquisitions		\$649,775	\$772,020	\$122,245	19%
	<i>The main capital fund for Wasco County</i>				
911 Equipment Reserve		\$231,842	\$241,830	\$9,988	4%
	<i>To save for 911 equipment replacements</i>				
911 Capital Reserve Fund		\$6,274	\$8,500	\$2,226	35%
	<i>Fund established for the relocation of the 911 department</i>				
Facilities Capital Reserve		\$322,750	\$523,600	\$200,850	62%
	<i>Fund established to save for large capital projects</i>				
General Operating Reserve		\$551,000	\$878,628	\$327,628	59%
	<i>Fund to save for unanticipated revenue shortfalls</i>				
VA Bond Debt Service		\$443,488	\$0	(\$443,488)	-100%
	<i>Bonded debt payment for the Veterans Home</i>				
Crates Point Debt Service		\$82,232	\$86,407	\$4,175	5%
	<i>Bonded debt payment for Discovery Center</i>				
Total Budget change		\$33,948,117	\$34,140,754	\$192,637	1%

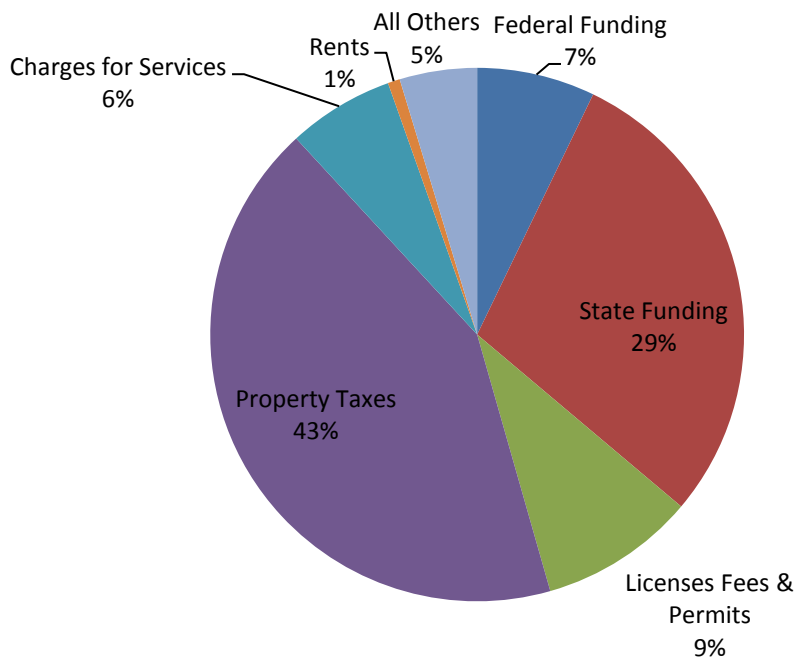
General Review

Revenues are relatively flat as you will see in the pie charts with the exception of federal funding, which represents a sharp decline in federal grants. In a two year review, all operating revenues are less in this proposed budget than the current or prior year. In that same two year review period all operating expenses have increased. The proposed budget has a larger operating cost thus forcing the use of beginning balances to lessen the impact of revenue declines and allows for addition time for changes.

**2011/12 OPERATING REVENUE GOVT WIDE -
\$19,413,855**

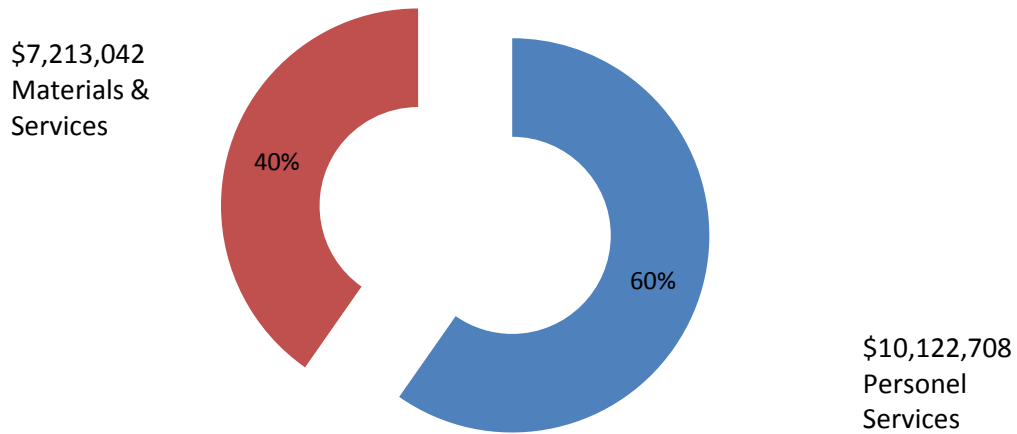


**2013/14 BUDGETED OPERATING REVENUE GOVT
WIDE - \$17,674,249**



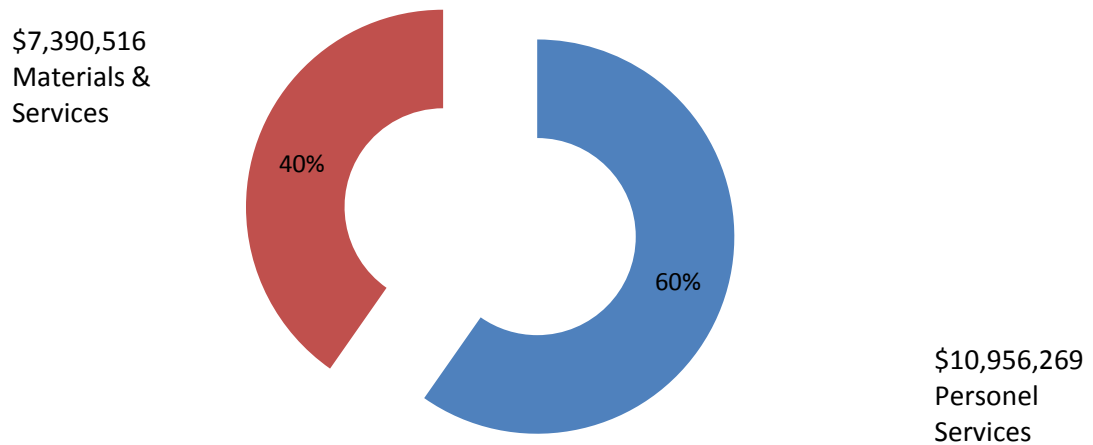
2011/12 OPERATING EXPENSE GOVT WIDE - \$17,335,750

■ Personel Services ■ Material & Services



2013/14 BUDGETED OPERATING EXPENSE GOVT WIDE - \$18,346,785

■ Personel Services ■ Material & Services



This is a short snapshot example of a monthly analysis of operations by fund. This is used to monitor operating costs, sustainability and cash flow.

April is month 10 and 83% of the fiscal budget			
	Y.T.D.	BUDGET	% of bgt consumed
TOTAL GENERAL FUND			
NEW REVENUE	9,762,164.45	10,740,100.00	91%
BEG BALANCE	5,568,320.00	3,200,000.00	174%
OPERATING EXPENSES	8,752,163.24	11,249,399.00	78%
TOTAL REVENUES LESS EXPENSES			
	6,578,321.21		
TOTAL HEALTH GRANTS FUND			
NEW REVENUE	1,399,913.72	2,028,242.00	69%
BEG BALANCE	335,733.00	417,753.00	80%
OPERATING EXPENSES	1,588,747.17	2,233,352.00	71%
TOTAL REVENUES LESS EXPENSES			
	146,899.55		
TOTAL PUBLIC WORKS FUND			
NEW REVENUE	2,937,377.53	2,780,424.00	106%
BEG BALANCE	4,031,665.00	3,812,820.00	106%
OPERATING EXPENSES	2,831,246.99	3,580,622.00	79%
TOTAL REVENUES LESS EXPENSES			
	4,137,795.54		
TOTAL COUNTY FAIR FUND			
NEW REVENUE	159,202.57	136,000.00	117%
BEG BALANCE	84,007.00	45,000.00	187%
OPERATING EXPENSES	112,051.55	181,000.00	62%
TOTAL REVENUES LESS EXPENSES			
	131,158.02		

Structural Changes

Transition of North Central Public Health:

During the 2013/14 year the Public Health Department intends to meet the goal of becoming a separate entity and operating through an IGA with Wasco County. The new entity will be a non-taxing district that receives Public Health funding through state and federal award contracts as well as payments from the counties they will provide services for (currently Wasco, Sherman and Gilliam Counties). Through agreements, Wasco County will also provide in-kind services to help administration of the North Central Public Health District and to reduce the cash contribution. While services will likely be similar to what they are today; this new structure will complete the transformation that started several years ago.

Allocation of Enterprise Zone Funds:

In this proposed budget the allocation of the enterprise zone payments have been reallocated to allow for further economic growth in the county. The current allocation is:

Columbia Gorge Community College Information Technology Programs - \$75,000

Mid Columbia Economic Development contract - \$35,000

City of The Dalles Economic Development Specialist - \$30,000

City of The Dalles Downtown Main Street Program - \$25,000

Wasco County Veteran's Service Program - \$41,000

Discovery Center Infrastructure Debt - \$45,000

Old Armory Site Redevelopment - \$17,000

The major changes this represents is the college will receive \$25,000 less and QLife no longer receives \$50,000; opening the door for other projects. This will be an annual consideration between the City of The Dalles and Wasco County.

Commission on Children and Families

During the 2011-2013 biennium the Oregon Legislature restructured the Oregon Commission on Children and Families (OCCF), eliminating the Local Commission on Children and Families. In Wasco County the Commission on Children and Families has reduced the staff to 1.0 FTE and will completely be absorbed into the Department of Youth Services for any administration of final funding through the Early Learning Council. This budget currently reflects the funding intended to maintain local services as the new Early Learning Regional HUBS are developed. The YOUTHTHINK portion of the Commission on Children and Families will also be integrated into the Department of Youth Services organizational structure starting July 1, 2013.

Staffing

The staffing changes planned affect three departments.

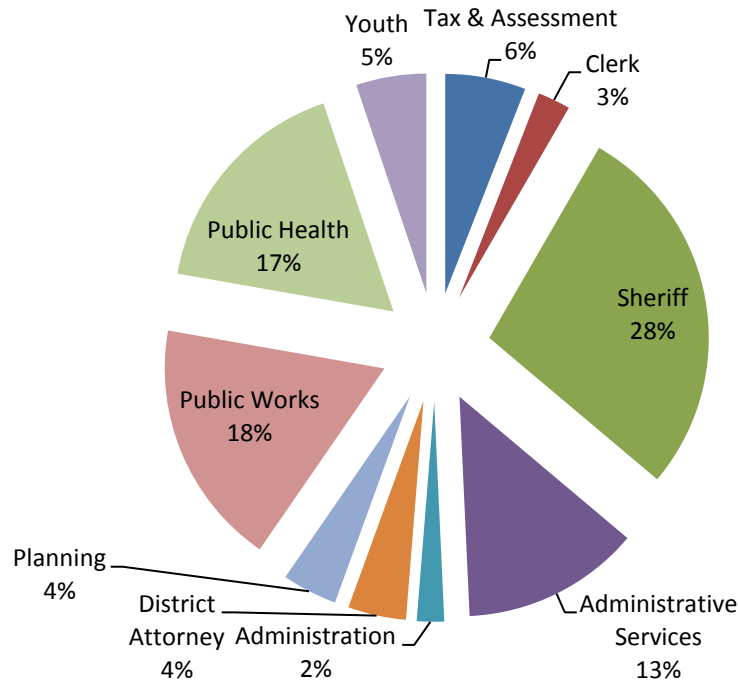
The first is the reduction of a shared full time benefited position in the Weed and Pest Fund. This fund has paid half of the position, general fund paid one quarter and Hood River County paid the other quarter. The cost of this position was shared because the duties included office support for the Water Master, a state funded employee. The revenue in the Weed and Pest Fund is no longer able to sustain this position or the total operating cost of the current program. Elimination of this position is the first step toward combining the operation as a part of the Public Works normal operating structure.

Second is the reduction of staff in the Commission on Children and Families Program. Two part time employees will no longer have employment as of July 1st due to the reorganization of the program at the state level.

Third is the addition of a temporary, non-benefitted position that will help the Tax and Assessment Office complete the transition from the old assessment and tax software to the newly implemented Manatron software. Without aid, this conversion project could take an additional five years to complete. It is prudent to mention the Tax and Assessment Office will see the majority of staff retire in the next four years. Attention is

being paid to the timing of recruitment and cross training to help ease the turnover of staff.

2013/14 BUDGETED DEPARTMENT PERSONNEL EXPENSE GOVT WIDE - \$10,956,269



FUND:	2012/13 BUDGET	2013/14 BUDGET	\$ DIFFERENCE	% + OR -
General Fund	\$5,552,946	\$5,711,685	\$158,739	2.9%
Health Grants	\$1,715,772	\$1,723,552	\$7,780	0.5%
Public Works	\$1,665,297	\$1,704,899	\$39,602	2.4%
County Fair	\$24,487	\$24,997	\$510	2.1%
Land Corner Preservation	\$59,929	\$50,007	(\$9,922)	-16.6%
Household Haz Waste	\$168,608	\$143,800	(\$24,808)	-14.7%
Museum	\$30,909	\$31,910	\$1,001	3.2%
Weed & Pest	\$180,165	\$184,644	\$4,479	2.5%
911 Communications	\$783,641	\$780,808	(\$2,833)	-0.4%
Parks	\$16,324	\$16,664	\$340	2.1%
Comm Corrections	\$508,840	\$520,047	\$11,207	2.2%
Children & Family	\$161,111	\$63,256	(\$97,855)	-60.7%

Personnel service costs account for 32% of the County wide 2013/14 Proposed Budget. This is an increase of \$88,240 over the current personnel cost. Retirement of longtime staff results in a net savings because typically the new employee is less expensive. In the proposed budget the overtime is reduced from \$113,500 to \$99,653. As a result of the \$13,847 savings in overtime wages, there is a cost of approximately 28% in benefits that are not budgeted.

PERS

Due to less than expected earnings, the PERS increase over the next biennium represents a significant increase for Wasco County. Several legislative fixes have been submitted in the current session that would help to ease the burden of the PERS obligation to public entities. If legislative efforts on PERS reform are successful, they will still face potential challenges in court.

The total PERS expenditure in the proposed budget is \$1,260,433. This is 12% of the total personnel budget, an increase from current year's 9%. The anticipated increase amount is a bit less due to employees that belong to the PERS Tiers 1 & 2 groups retiring and newly hired employees belong to the OPSRP group. A savings is also seen due to the reduced overtime expectation, as all overtime is budgeted to have the PERS Tiers 1 & 2 expense attached.

Non-Represented	2013/15	2011/13	2009/11	2007/09
PERS – Tiers 1 & 2 Gen Serv and P/F	16.56	12.81%	8.65%	11.05%
OPSRP – Gen Service	13.72	9.50%	7.34%	11.94%
OPSRP – Police & Fire	16.45	12.21%	10.05%	15.21%

Represented	2013/15	2011/13	2009/11	2007/09
PERS – Tiers 1 & 2 Gen Serv and P/F	22.56	18.81%	14.65%	17.05%
OPSRP – Gen Service	19.72	13.50%	13.34%	17.94%
OPSRP – Police & Fire	22.45	18.21%	16.05%	21.21%

Insurance

Health insurance premiums have a slight decline (about 2%) for the coming year. This is the one place a budgeted savings will be recognized. A year ago we experienced major changes to the health/dental insurance plan that brought CIS in line with Oregon's Health Insurance Exchange, which was difficult to anticipate budgetary costs. Our health plan is now on a calendar year which allows us to know the cost for 2014 and employees have settled into one of the five tiers.

Health			
<i>Tier</i>	<i>2013/14</i>	<i>2012/13</i>	<i>2011/12</i>
Employee	604.33	618.33	573.19
Employee + Spouse	1,282.23	1,312.33	1,202.52
Employee + Child	1,123.81	1,150.07	n/a
Employee + Children	1,499.60	1,534.41	n/a
Employee + Family	1,726.57	1,766.74	1,613.71

Dental			
<i>Tier</i>	<i>2013/14</i>	<i>2012/13</i>	<i>2011/12</i>
Employee	55.87	56.31	57.27
Employee + Spouse	97.8	98.58	99.14
Employee + Child	85.98	86.65	n/a
Employee + Children	147.88	149.07	n/a
Employee + Family	169.98	171.35	171.76

On January 1st, 2015 the existing health plan will be discontinued and Wasco County will need to choose a new plan. During the 13/14 fiscal year the County will need to work on transitioning to the new plan with the employees and bargaining units.

Currently, employees share the cost of their medical premium at 15% for WCLEA Union members and all others have employee paid with additional tiers at 25%.

County wide the budgeted cost of insurance benefits are:

Health Insurance - \$1,463,938

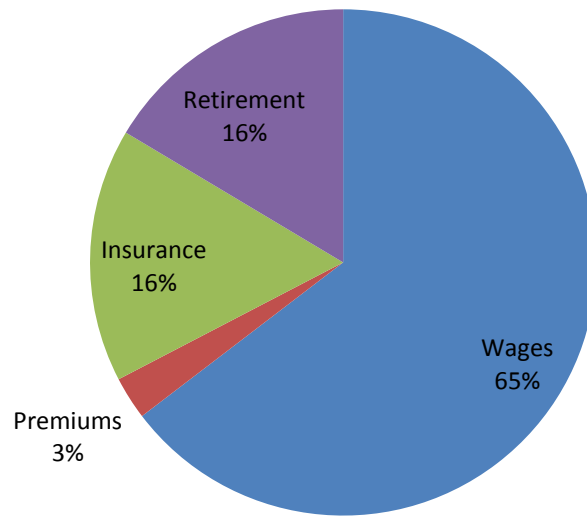
Dental Insurance - \$98,679

Long Term Disability - \$27,683

Life Insurance - \$4,088

The total expense is \$1,594,388, 15% of the total personnel services budget.

County Wide Personnel Cost Analysis



Transfers

The following transfers between funds serve one of two purposes, either supporting operations or supporting reserve commitments.

From	To	Amount	Reason
General Fund	Museum	\$15,000	Operations
General Fund	Health Grants Fund	\$314,014	Operations
General Fund	911 Communications	\$208,742	Operations
General Fund	Capital Acquisitions	\$120,120	Bldg improvement
General Fund	Facilities Cap Repl	\$200,000	Facilities reserve
General Fund	Operating Reserve	\$325,000	Reserve
Fair Fund	General Fund	\$10,000	Payment on Grant Match
Land Corner	General Fund	\$3,450	Reimb Surveyor exp
Forest Health	General Fund	\$60,000	Reimb Search & Rescue
Spec Econ Dev	General Fund	\$185,000	Lottery support of Planning
Special Econ Dev	Crates Point	\$71,593	Partial debt svc pyt/econ dev
Law Library	General Fund	\$8,000	Administration
District Attorney	General Fund	\$5,000	Administration
Parks Fund	General Fund	\$35,000	Payment on Grant Match
Comm Corrections	General Fund	\$278,571	NORCOR – 1145
Court Facilities Fund	General Fund	\$30,000	CH security
Children & Family	General Fund	\$1,000	Rent
Spec Econ Dev Fund	Crates Point D/S Fund	\$31,407	Debt payment
Fair Fund	Parks Fund	\$7,500	Half of tractor purchase
911 Capital Reserve	911 Equip Reserve	\$8,500	Equipment Reserve
	TOTAL	\$1,917,897	

Capital Outlay

The proposed budget includes capital funding for projects that may or may not be completed in this budget year as staff and financial resources are evaluated. Ideally, we look for grant funding to leverage capital dollars prior to starting a project. Potential major capital projects that have been identified may include, but are not limited to:

Installation of a donated generator for the Public Works building, adding existing circuits to the existing generator at the Public Health building, installation of a drop ceiling in the Planning Department and removal of a wall in the 3rd floor meeting room.

Other capital considerations include the Armory re-development project, potential renovations to Annex C as part of leasing the facility and implementation of employee self service module in the Eden system.

This grid shows how much is spent each fiscal year on capital outlay:

<u>Year</u>	<u>Total</u>	<u>Year</u>	<u>Total</u>
2011/12	899,053	2006/07	905,140
2010/11	2,305,390	2005/06	939,999
2009/10	563,695	2004/05	797,008
2008/09	810,420	2003/04	744,997
2007/08	940,844	2002/03	586,420

There are three vehicles included in this budget. This is the recommendation from the Vehicle Committee, which manages the vehicle plan as economics and use allow. Another important point to note is Public Works Fund has not allowed for any capital purchases in 2013/14. While the fleet is in solid condition, this is not a sustainable practice.

Reserve Funds

Currently, Wasco County has three unrestricted Reserve Funds.

Facility Capital Reserve

The purpose of this reserve is to save for facility capital improvements or replacements that; due to the inherently high cost of development, cannot normally be achieved in a single budget year. Additionally, this fund can be used for infrastructure improvements, or replacements to enhance efficiency or effectiveness of county operations. Examples of projects may include major building remodels such as the replacement of the Courthouse electrical or plumbing systems, construction of a new building, or purchases of software that make the County more efficient or effective.

Capital Acquisition

This reserve account is created to allow Wasco County to fund a reserve specifically for capital acquisitions and capital development activities. This fund will be built over time with the goal of having a pool of money available to acquire or develop real property.

Operating Reserve Fund

This fund was created to offset future operating shortfalls as part of our long term forecasting. For example, the uncertainty of receiving timber dollars and state funding streams impact operating and program decisions. Having a reserve fund to help sustain services will help facilitate change and assist in long term budgeting

Contingency and Ending Fund Balance

The General Fund contingency assigned amount shall be no more than thirty percent of the unassigned fund balance. The current budgeted contingency amount (\$450,000) is 15% of the budgeted unassigned amount.

The General Fund unassigned balance (also referred to as Unappropriated or Ending Fund Balance) will be at least two months of total personnel services and no more than four months of total operating expenses. The current unassigned amount is within that range at \$3,000,000.

FORM LB-1
NOTICE OF BUDGET HEARING

A public meeting of the Wasco County Commissioners will be held on June 5th, 2013 at 10:50 am at the Wasco County Courthouse, Room 302, 511 Washington St., The Dalles, Oregon. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2013 as approved by the Wasco County Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at the Wasco County Finance Department, 511 Washington St., Suite 207, The Dalles, Oregon, between the hours of _8:00_ a.m. and _4:30_ p.m. This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as the preceding year.

Contact: MONICA MORRIS

Telephone: 541-506-2770

Email: monicam@co.wasco.or.us

FINANCIAL SUMMARY - RESOURCES

TOTAL OF ALL FUNDS	Actual Amount 2011-12	Adopted Budget This Year 2012-13	Approved Budget Next Year 2013-14
Beginning Fund Balance/Net Working Capital	15,026,818	12,935,871	14,559,646
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	3,110,060	3,055,138	2,805,522
Federal, State and All Other Grants, Gifts, Allocations and Donations	7,419,197	7,213,306	6,443,167
Revenue from Bonds and Other Debt	0	0	0
Interfund Transfers / Internal Service Reimbursements	1,714,479	1,943,508	1,999,372
All Other Resources Except Current Year Property Taxes	1,409,340	1,275,845	1,061,187
Current Year Property Taxes Estimated to be Received	7,559,013	7,524,449	7,271,860
Total Resources	36,238,907	33,948,117	34,140,754

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION

Personnel Services	10,122,708	10,868,029	10,956,269
Materials and Services	6,660,431	7,575,462	6,970,826
Capital Outlay	1,033,382	5,848,631	5,720,548
Debt Service	523,958	525,720	86,407
Interfund Transfers	1,675,479	1,929,508	1,917,897
Contingencies	0	1,219,978	1,354,716
Special Payments	552,611	474,193	419,690
Unappropriated Ending Balance and Reserved for Future Expenditure	0	5,506,596	6,714,401
Total Requirements	20,568,569	33,948,117	34,140,754

FINANCIAL SUMMARY - REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY ORGANIZATIONAL UNIT OR PROGRAM *

Name of Organizational Unit or Program FTE for that unit or program			
COUNTY COURT	301,167	0	0
FTE	2.5	0	0
ASSESSMENT & TAXATION	616,849	656,106	719,098
FTE	9	9	9.5
COUNTY CLERK	332,042	357,301	349,148
FTE	4.5	4.5	4.2
SHERIFF	3,367,732	3,957,200	3,883,720
FTE	35.75	36.75	36.75
ADMINISTRATIVE SERVICES	1,580,078	2,238,626	2,158,661
FTE	18	17.5	17.5
ADMINISTRATION	4,268,637	6,083,133	6,748,436
FTE	3.20	3.20	3.70
DISTRICT ATTORNEY	480,916	717,882	594,054
FTE	7.2	7.2	7.2
PLANNING	467,930	521,116	484,649
FTE	6	6	6
PUBLIC WORKS	3,702,971	6,872,449	6,142,762
FTE	25.5	25.5	24.5
PUBLIC HEALTH	2,362,190	2,901,208	2,734,339
FTE	27.00	27.00	27.0
YOUTH	968,034	1,076,307	816,684
FTE	10	10	7.8
Non-Departmental / Non-Program	2,120,022	8,566,789	9,509,203
FTE	0	0	0
Total Requirements	20,568,568	33,948,117	34,140,754
Total FTE	148.65	146.65	144.15

STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING *

In keeping with the practice established in the 2012/13 budget process, budgeting is done based on actual expenditures with a few exceptions. The impact of this change is the elimination of any excess dollars that may be built into budgets. County Administration made the pledge to work with department directors through the use of contingency funds if unexpected items arise during the budget year. This process drives a more realistic approach to budgeting which aligns with the need to address falling revenues and increasing expenses. Revenues are relatively flat with the exception of federal funding, which represents a sharp decline in federal grants. In a two year review, all operating revenues are less in this proposed budget than the current or prior year. In that same two year review period all operating expenses have increased. The proposed budget has a larger operating cost thus forcing the use of beginning balances to lessen the impact of revenue declines and allows for addition time for changes. Personnel service costs account for 32% of the County wide 2013/14 Proposed Budget. This is an increase of \$88,240 over the current personnel cost. Retirement of

longtime staff results in a net savings because typically the new employee is less expensive. In the proposed budget the overtime is reduced from \$113,500 to \$99,653. As a result of the \$13,847 savings in overtime wages, there is a cost of approximately 28% in benefits that are not budgeted. The proposed budget includes capital funding for projects that may or may not be completed in this budget year as staff and financial resources are evaluated. Ideally, we look for grant funding to leverage capital dollars prior to starting a project. Potential major capital projects that have been identified may include, but are not limited to:

Installation of a donated generator for the Public Works building, adding existing circuits to the existing generator at the Public Health building, installation of a drop ceiling in the Planning Department and removal of a wall in the 3rd floor meeting room. Currently, Wasco County ahs three unrestricted Reserve Funds that are to be funded at the same level as they are currently.

PROPERTY TAX LEVIES			
	Rate or Amount Imposed	Rate or Amount Imposed	Rate or Amount Approved
Permanent Rate Levy (rate of \$4.2523 per \$1,000)	\$4.2523	\$4.2523	\$4.2523
Local Option Levy			
Levy For General Obligation Bonds	\$473,661	\$461,957	\$0

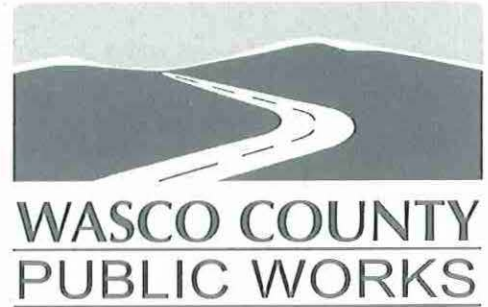
STATEMENT OF INDEBTEDNESS		
LONG TERM DEBT	Estimated Debt Outstanding on July 1.	Estimated Debt Authorized, But Not Incurred on July 1
General Obligation Bonds		
Other Bonds		
Other Borrowings	\$510,845	
Total	\$510,845	

* If more space is needed to complete any section of this form, insert lines (rows) on this sheet or add sheets. You may delete unused lines.

Agenda Item

Road Vacation

- [Memo](#)
- [Petition](#)
- [Order #13-116 Ordering Road Master to report on
Linns Mill Vacation](#)



May 14, 2012

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

541-506-2640

FAX-506-2641

To: Wasco County Board of Commissioners

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

Re: Petition to Vacate
A portion of Linns Mill
Public Road

The Wasco County Road Department received a properly prepared petition by the landowners to vacate a portion of Linns Mill Public Road, No. 3057 in Section 21, T.5S, R11E, W.M.

The petition included the required information:

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

The petitioners also deposited with the County Road Department a check for \$500.00 which is the correct fee for initiating a petition for vacation of road or public right of way.

Action needed would be the Wasco County Board of Commissioners Direct the County Road Official to prepare a Written Report on the proposed vacation.

The report must contain:

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

PETITION

TO THE WASCO COUNTY COURT
511 WASHINGTON STREET
THE DALLES, OREGON 97058

Gentlemen:

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

DESCRIPTION (SEE REVISED DESCRIPTION ON NEXT PAGE.
(~~Road known as Ted Endersby road. The portion starting in the SW~~
(~~corner of T5S, R11E, section 13 running through section 14,23,22,21~~
(~~and ending at the USFS boundary in the NE corner of section 20.~~

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

REASON TO (With the road running off of ODFW land and on to Private and then
VACATE (back onto public ground people trespass on Dodge Trust private lands.
(When the White River Wildlife area is closed in the W. side

List of All Abutting Landowners

Oregon Department of Fish
and Wildlife (WRWA)

Todd Dodge, Dodge Trust

Chad Dodge, Dodge Trust

Address

[REDACTED]
Oregon 97063

[REDACTED]
Pine Grove, Oregon

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

Reason to Vacate: During the late fall and winter months and the winter closure of the White River Wildlife Area we have a problem with people coming down from the USFS land through Dodge Trust property and we have had a problem with poaching wintering

deer and problems with gates being tore down and trespassing on private lands along with vandalism.

Trespassing has always been a problem on Dodge Trust property with this road going through the middle of this land. His property is posted and still has problems with trespassing and vandalism.

REVISED DESCRIPTION :

THAT PORTION OF LINNIS MILL PUBLIC ROAD BEGINNING
AT A POINT IN THE EAST LINE OF SEC. 21, T. 55., R. 11 E.)
W.M. THENCE RUNNING WESTERLY THROUGH SAID
SECTION 21 TO A POINT IN THE EASTERLY BOUNDARY
OF MT. HOOD NATIONAL FOREST.

PETITIONED ROAD: LINNS MILL PUBLIC ROAD No. 3057

NAME OF PETITIONER: Chad E. Dodge

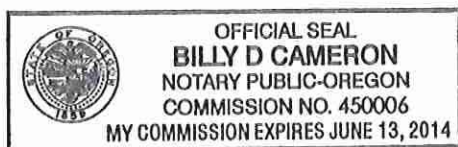
[REDACTED ADDRESS]
(ADDRESS)

[Signature]
(SIGNATURE)

STATE OF Oregon)
COUNTY OF Umatilla) ss.

Date April 20, 2012

Personally appeared the above named Chad E. Dodge
and acknowledged the foregoing instrument to be a voluntary act and deed. Before me:



[Signature]

Notary Public for Oregon (State)
My Commission Expires: 6-13-2014

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

PETITIONED ROAD: LINNS HILL PUBLIC ROAD NO. 3057

NAME OF PETITIONER: Richard Dodge



(ADDRESS)

Richard Dodge
(SIGNATURE)

STATE OF Oregon)
COUNTY OF Wasco) ss.

Date 4/30, 192012

Personally appeared the above named Richard T. Dodge,
and acknowledged the foregoing instrument to be a voluntary act and deed. Before me:

Michele R Parman



Notary Public for Oregon (State)
My Commission Expires: 4/16/2013

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

PETITIONED ROAD LINNS MILL PUBLIC ROAD No. 3057
Fed Endersby Road

NAME OF PETITIONER: ODFW

Curt Melcher Deputy Director

Curtis E Melcher (ADDRESS)

(SIGNATURE)

STATE OF Oregon)

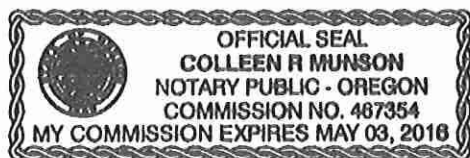
) SS.

COUNTY OF Marion)

DATE 6-29, 2012

Personally appeared the above name Curtis E. Melcher

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



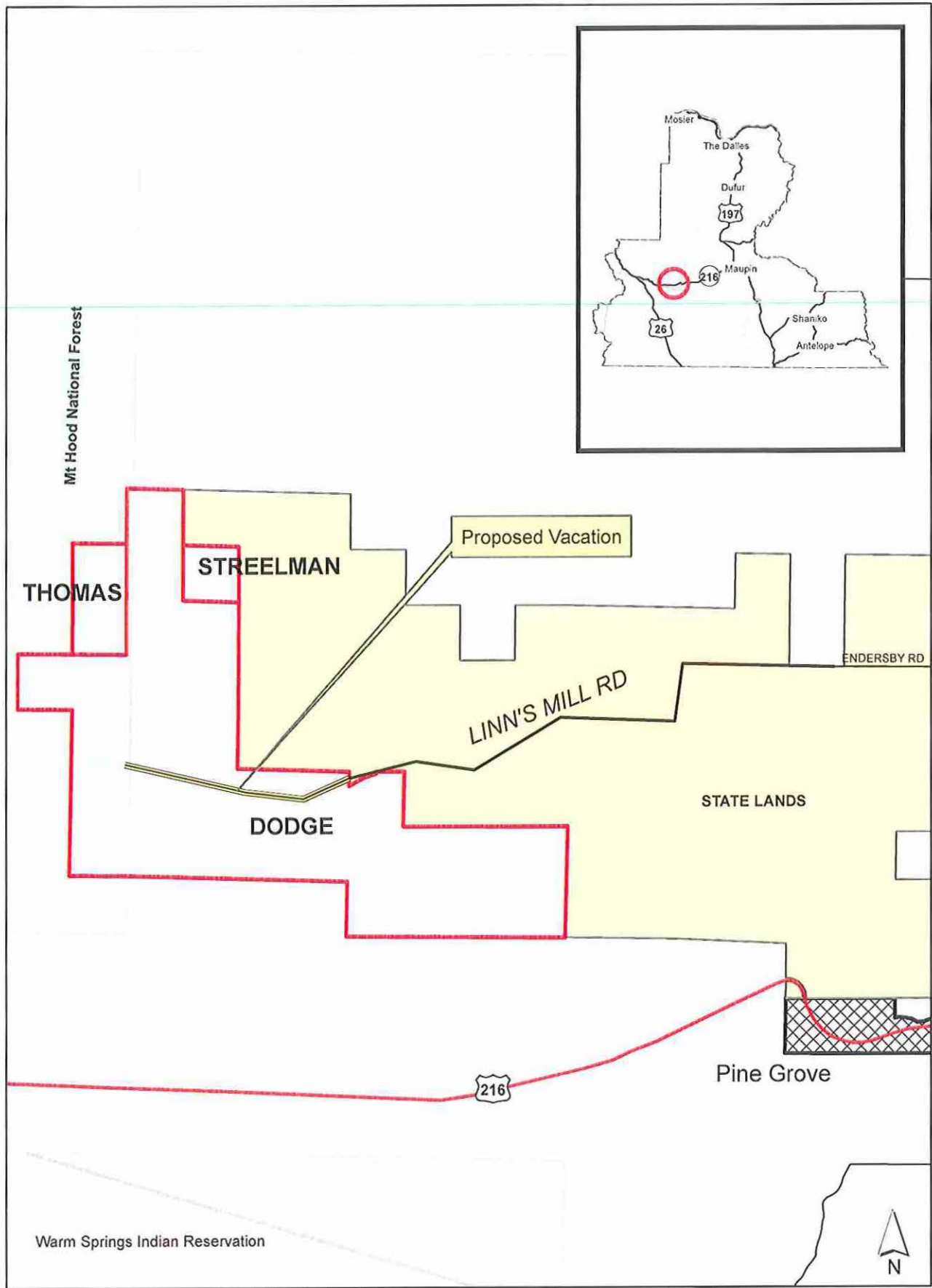
Colleen R Munson

Notary Public for Oregon (State)

My Commission Expires: 5-3-2016

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

EXHIBIT A



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

IN THE MATTER OF DIRECTING THE)	
ROADMASTER TO PREPARE HIS REPORT)	
ON THE PROPOSED VACATION OF A PORTION)	ORDER
OF LINNS MILL PUBLIC ROAD, NO. 3057 IN)	#13-116
SECTION 21, T.5S, R11E, W.M.)	

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

IT APPEARING TO THE BOARD: That a petition, attached and by this reference incorporated herein, has been duly filed with this Board seeking the vacation of the below described Road;

ROAD WEST OF MAUPIN
LEGAL DESCRIPTION

That portion of Linns Mill Public Road beginning at a point in the east line of Sec. 21, T.5S, R11E., W.M. thence running westerly through said Section 21 to a point in the easterly boundary of Mt. Hood National Forest.

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

DATED this 5th day of June, 2013

WASCO COUNTY
BOARD OF COMMISSIONERS

Rod Runyon, Commission Chair

APPROVED AS TO FORM:

Scott Hege, County Commissioner

Eric J. Nisley
Wasco County District Attorney

Steve Kramer, County Commissioner

Agenda Item
Public Health Contracts

- [David Staehnke Business Associate Contract](#)
- [Maria del Pilar Basile Business Associate Contract](#)
- [Tyler Technologies Quote Amendment](#)

**AGREEMENT for PROFESSIONAL SERVICES
BUSINESS ASSOCIATE CONTRACT**

Parties: This Agreement is made and entered into by and between Wasco County, Oregon, a political subdivision of the State of Oregon, represented by North Central Public Health District (NCPHD), Teri Thalhofer, contact person, and **David Staehnke (Contractor)**.

Contractor is willing to provide services to NCPHD and therefore is retained to provide services in accordance with the following terms and conditions.

SECTION 1. DESCRIPTION OF SERVICES.

Contractor will provide vehicle maintenance services on an as needed basis.

SECTION 2. PERFORMANCE OF SERVICES. Contractor shall coordinate with Kathi Hall to determine the manner in which the services are to be performed.

Specific services will include the following:

- a.) Routine maintenance, i.e. oil changes, wiper blades, washer fluid, fire extinguishers.
- b.) Tire rotation, changeover winter tires, tire pressure.
- c.) Keep maintenance logs up to date.
- d.) Detailing as needed, outside, inside windows.
- e.) Minor repairs or contract with repair shop.

SECTION 3. PERIOD OF AGREEMENT AND TERMINATION. This agreement shall be effective with respect to all services provided by Contractor on or after July 1, 2013.

This contract is for a period of five (5) years, and shall be reviewed annually. After five (5) years, this contract shall expire, and a new contract must be signed. The purpose of annual review is to adjust contract rate and make any needed adjustments that both parties deem acceptable and appropriate.

Either party may terminate this agreement upon thirty (30) days written notice to the other.

SECTION 4. COMPENSATION. Contractor will be paid \$12.30 per hour for services described above not to exceed \$200.00 per month. Additional work requested from the Contractor will require an amendment to this contract.

SECTION 5. PAYMENT. Invoices may be submitted when desired by the Contractor, but no more frequently than monthly. Payment is due upon receipt of invoice. If NCPHD objects to any billings submitted by Contractor, NCPHD shall so advise Contractor in writing giving reasons therefore within fourteen days of receipt of such bill.

SECTION 6. RELATIONSHIP OF PARTIES. It is understood by the parties that Contractor is an independent contractor with respect to Wasco County/NCPHD, and not an employee or agent of the County, and will be so deemed for purposes of the following:

- a) Contractor shall comply with the applicable provisions of ORS Chapters 316 (Personal Income Tax), 656 (Workers' Compensation), 657 (Unemployment Insurance) and 670.600 (Independent contractor; standards).
- b) Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
- c) Wasco County/NCPHD will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Contractor.
- d) Contractor agrees to satisfy all federal and state contract requirements concerning the provision of liability insurance coverage. Contractor agrees to hold the County/NCPHD harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, arising or resulting from the fault, negligence, wrongful act or wrongful omission of Contractor.
- e) Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required.
- f) Contractor furnishes the tools or equipment necessary for performance of services including, but not limited to office space, office supplies, computer or vehicle.

SECTION 7. ASSIGNMENT. Contractor's obligations under this Agreement may not be assigned or transferred to any other individual or group without the prior written consent of Wasco County/NCPHD.

SECTION 8. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Contractor:

David Staehnke
902 E 10th St.
The Dalles, OR 97058
Taxpayer ID #501-44-6558

NCPHD:

North Central Public Health Dist.
419 E. 7th St.
The Dalles, OR 97058

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

SECTION 9. AMENDMENT. This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

SECTION 10. SEVERABILITY. If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

SECTION 11. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

SECTION 12. APPLICABLE LAW. The laws of the State of Oregon shall govern this Agreement. It is mutually agreed that both parties comply with all federal, state, county, and local laws, ordinances, and regulations applicable to this agreement. They further agree to comply with Title VI of the Civil Rights Acts of 1964, and with Section V of the Rehabilitation Act of 1973.

CONFIDENTIALITY:

As a Business Associate of NCPHD, Contractor agrees to not use or disclose any information concerning an NCPHD client for a purpose not directly connected with the administration of its responsibilities under this contract, except on written consent of the NCPHD client, his or her legally responsible parent or guardian, or if appropriate, his or her attorney.

Use and Disclosure of Protected Health Information. Contractor may use and disclose Protected Health Information only as required to satisfy its obligations under the Agreement, as permitted herein, but shall not otherwise use or disclose any Protected Health Information. Protected Health Information includes information contained in a patient's medical records and billing records. Contractor shall ensure that it will not use or disclose Protected Health Information received from NCPHD in any manner that would constitute a violation of the Health Insurance Privacy and Accountability Act Standards. Contractor acknowledges that, as between Contractor and NCPHD, all Protected Health Information shall be and remain the sole property of NCPHD. Contractor further represents that, to the extent Contractor requests that NCPHD disclose Protected Health Information to contractor, such a request is only for the minimum necessary Protected Health Information for the accomplishment of Contractor's contracted purpose.

Safeguards Against Misuse of Information. Contractor shall use all appropriate safeguards to prevent the use or disclosure of Protected Health Information.

Reporting of Disclosures of Protected Health Information. Contractor shall, as soon as practicable, but in no event later than within two (2) days of becoming aware of any use or disclosure of Protected Health Information in violation of the Agreement by Contractor, report any such disclosure to NCPHD. In such event, Contractor shall, in consultation with NCPHD, mitigate, to the extent practicable, any harmful effect that is known to Contractor of such improper use or disclosure.

Accounting of Disclosures. Within ten (10) days of notice by NCPHD to the contractor that it has received a request for an accounting of disclosures of Protected Health Information (other than disclosures to which an exception to the accounting requirement applies, including, but not limited to, the exceptions for a disclosure that is related to the treatment of the patient, the processing of payments related to such treatment, or the health care operations of NCPHD or its business associate, the Contractor shall make available to NCPHD such information as is in the Contractor's possession and is required for NCPHD to make the accounting required by 45 C.F.R. §164.528. At a minimum, the Contractor shall provide NCPHD with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose

of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Contractor, the Contractor shall within two (2) days forward such request to NCPHD. The Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

ACCESS TO RECORDS

During the term of this contract and for the period of five (5) years after the termination of this contract, Contractor shall make available to the Health Care Financing Administration, the Comptroller General of the United States and their duly authorized representatives, all documents and records necessary to certify the nature and extent of the costs of those services and records relating to the use and disclosure of Protected Health Information received from, or created and received by NCPHD on behalf of NCPHD.

Notice of Request for Data. The Contractor agrees to notify NCPHD within five (5) business days of the Contractor's receipt of any request or subpoena for Protected Health Information. To the extent that NCPHD decides to assume responsibility for challenging the validity of such request, the Contractor shall cooperate fully with NCPHD in such challenge.

TERMINATION

Termination Upon Breach of Provisions Applicable to Protected Health Information. Any other provision of the Agreement notwithstanding, the Agreement may be terminated by NCPHD upon five (5) days written notice to the Contractor in the event that the Contractor breaches any provision contained in this contract and such breach is not cured within such five (5) day period; provided, however, that in the event that termination of the contract is not feasible, in NCPHD's sole discretion, the Contractor acknowledges and agrees that NCPHD has the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary.

Return or Destruction of Protected Health Information upon Termination. Upon termination of the Contract, the Contractor shall either return or destroy all Protected Health Information received from NCPHD or created or received by the Contractor on behalf of NCPHD and which the Contractor still maintains in any form. The Contractor shall not retain any copies of such Protected Health Information. Notwithstanding the foregoing, to the extent that NCPHD agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of this Addendum shall survive termination of the Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

NCPHD Right of Cure. At the expense of the Contractor, NCPHD shall have the right to cure any breach of the Contractor's obligations under this Addendum. NCPHD shall give the Contractor notice of its election to cure any such breach and the Contractor shall cooperate fully in the efforts by NCPHD to cure the Contractor's breach. All requests for payment for such services of NCPHD shall be paid within thirty (30) days.

AMENDMENT

NCPHD and Contractor agree to amend this Addendum to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Part 142) (collectively, the "**Standards**") promulgated or to be promulgated by the Secretary or other regulations or statutes. The Contractor agrees that it will fully comply with all such Standards and that it will agree to amend this Addendum to incorporate any material required by the Standards.

IN WITNESS WHEREOF, the parties have made and executed this Agreement by signing below:

APPROVED AS TO FORM:

Eric Nisley, County Counsel

Date

WASCO COUNTY:

Rod Runyon, Wasco County Commissioner

Date

NCPHD:

Teri Thalhofer, Director

Date

CONTRACTOR:

David Staehnke

Date

**AGREEMENT for PROFESSIONAL SERVICES
BUSINESS ASSOCIATE CONTRACT**

Parties: This Agreement is made and entered into by and between Wasco County, Oregon, a political subdivision of the State of Oregon, represented by North Central Public Health District (NCPHD), Teri Thalhofer, contact person, and **Maria del Pilar Basile (Contractor)**.

Contractor is willing to provide services to NCPHD and therefore is retained to provide services in accordance with the following terms and conditions.

SECTION 1. DESCRIPTION OF SERVICES.

Contractor will provide translation services of documents into Spanish for NCPHD.

SECTION 2. PERFORMANCE OF SERVICES. Contractor shall coordinate with NCPHD to determine the manner in which the services are to be performed. Documents to be translated will be forwarded to Contractor. Translated documents will be proofed by NCPHD before payment will be made.

SECTION 3. PERIOD OF AGREEMENT AND TERMINATION. This agreement shall be effective with respect to all services provided by Contractor on or after July 1, 2013.

This contract is for a period of five (5) years, and shall be reviewed annually. After five (5) years, this contract shall expire, and a new contract must be signed. The purpose of annual review is to adjust contract rate and make any needed adjustments that both parties deem acceptable and appropriate.

Either party may terminate this agreement upon thirty (30) days written notice to the other.

SECTION 4. COMPENSATION. Contractor will be paid \$25.00 per hour for the work described above, not to exceed \$3,000.00 annually. Additional work requested from the Contractor will require an amendment to this contract.

SECTION 5. PAYMENT. Invoices may be submitted when desired by the Contractor. Payment is due upon receipt of invoice. If NCPHD objects to any billings submitted by Contractor, NCPHD shall so advise Contractor in writing giving reasons therefore within fourteen days of receipt of such bill.

SECTION 6. RELATIONSHIP OF PARTIES. It is understood by the parties that Contractor is an independent contractor with respect to Wasco County/NCPHD, and not an employee or agent of the County, and will be so deemed for purposes of the following:

- a) Contractor shall comply with the applicable provisions of ORS Chapters 316 (Personal Income Tax), 656 (Workers' Compensation), 657 (Unemployment Insurance) and 670.600 (Independent contractor; standards).

- b) Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
- c) Wasco County/NCPHD will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Contractor.
- d) Contractor agrees to satisfy all federal and state contract requirements concerning the provision of liability insurance coverage. Contractor agrees to hold the County/NCPHD harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, arising or resulting from the fault, negligence, wrongful act or wrongful omission of Contractor.
- e) Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required.
- f) Contractor furnishes the tools or equipment necessary for performance of services including, but not limited to office space, office supplies, computer or vehicle.

SECTION 7. ASSIGNMENT. Contractor's obligations under this Agreement may not be assigned or transferred to any other individual or group without the prior written consent of Wasco County/NCPHD.

SECTION 8. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Contractor:

Maria del Pilar Cox
509 N. Roosevelt Blvd Apt. D-116
Falls Church, VA 22044
Taxpayer ID # 93-6002315

NCPHD:

North Central Public Health Dist.
419 E. 7th St.
The Dalles, OR 97058

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

SECTION 9. AMENDMENT. This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

SECTION 10. SEVERABILITY. If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

SECTION 11. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

SECTION 12. APPLICABLE LAW. The laws of the State of Oregon shall govern this Agreement. It is mutually agreed that both parties comply with all federal, state, county, and local laws,

ordinances, and regulations applicable to this agreement. They further agree to comply with Title VI of the Civil Rights Acts of 1964, and with Section V of the Rehabilitation Act of 1973.

CONFIDENTIALITY:

As a Business Associate of NCPHD, Contractor agrees to not use or disclose any information concerning an NCPHD client for a purpose not directly connected with the administration of its responsibilities under this contract, except on written consent of the NCPHD client, his or her legally responsible parent or guardian, or if appropriate, his or her attorney.

Use and Disclosure of Protected Health Information. Contractor may use and disclose Protected Health Information only as required to satisfy its obligations under the Agreement, as permitted herein, but shall not otherwise use or disclose any Protected Health Information. Protected Health Information includes information contained in a patient's medical records and billing records. Contractor shall ensure that it will not use or disclose Protected Health Information received from NCPHD in any manner that would constitute a violation of the Health Insurance Privacy and Accountability Act Standards. Contractor acknowledges that, as between Contractor and NCPHD, all Protected Health Information shall be and remain the sole property of NCPHD. Contractor further represents that, to the extent Contractor requests that NCPHD disclose Protected Health Information to contractor, such a request is only for the minimum necessary Protected Health Information for the accomplishment of Contractor's contracted purpose.

Safeguards Against Misuse of Information. Contractor shall use all appropriate safeguards to prevent the use or disclosure of Protected Health Information.

Reporting of Disclosures of Protected Health Information. Contractor shall, as soon as practicable, but in no event later than within two (2) days of becoming aware of any use or disclosure of Protected Health Information in violation of the Agreement by Contractor, report any such disclosure to NCPHD. In such event, Contractor shall, in consultation with NCPHD, mitigate, to the extent practicable, any harmful effect that is known to Contractor of such improper use or disclosure.

Accounting of Disclosures. Within ten (10) days of notice by NCPHD to the contractor that it has received a request for an accounting of disclosures of Protected Health Information (other than disclosures to which an exception to the accounting requirement applies, including, but not limited to, the exceptions for a disclosure that is related to the treatment of the patient, the processing of payments related to such treatment, or the health care operations of NCPHD or its business associate, the Contractor shall make available to NCPHD such information as is in the Contractor's possession and is required for NCPHD to make the accounting required by 45 C.F.R. §164.528. At a minimum, the Contractor shall provide NCPHD with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Contractor, the Contractor shall within two (2) days forward such request to NCPHD. The Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

ACCESS TO RECORDS

During the term of this contract and for the period of five (5) years after the termination of this contract, Contractor shall make available to the Health Care Financing Administration, the Comptroller General of the United States and their duly authorized representatives, all documents and records necessary to certify the nature and extent of the costs of those services and records relating to the use and disclosure of Protected Health Information received from, or created and received by NCPHD on behalf of NCPHD.

Notice of Request for Data. The Contractor agrees to notify NCPHD within five (5) business days of the Contractor's receipt of any request or subpoena for Protected Health Information. To the extent that NCPHD decides to assume responsibility for challenging the validity of such request, the Contractor shall cooperate fully with NCPHD in such challenge.

TERMINATION

Termination Upon Breach of Provisions Applicable to Protected Health Information.

Any other provision of the Agreement notwithstanding, the Agreement may be terminated by NCPHD upon five (5) days written notice to the Contractor in the event that the Contractor breaches any provision contained in this contract and such breach is not cured within such five (5) day period; provided, however, that in the event that termination of the contract is not feasible, in NCPHD's sole discretion, the Contractor acknowledges and agrees that NCPHD has the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary.

Return or Destruction of Protected Health Information upon Termination. Upon termination of the Contract, the Contractor shall either return or destroy all Protected Health Information received from NCPHD or created or received by the Contractor on behalf of NCPHD and which the Contractor still maintains in any form. The Contractor shall not retain any copies of such Protected Health Information. Notwithstanding the foregoing, to the extent that NCPHD agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of this Addendum shall survive termination of the Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

NCPHD Right of Cure. At the expense of the Contractor, NCPHD shall have the right to cure any breach of the Contractor's obligations under this Addendum. NCPHD shall give the Contractor notice of its election to cure any such breach and the Contractor shall cooperate fully in the efforts by NCPHD to cure the Contractor's breach. All requests for payment for such services of NCPHD shall be paid within thirty (30) days.

AMENDMENT

NCPHD and Contractor agree to amend this Addendum to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Part 142) (collectively, the "Standards") promulgated or to be promulgated by the Secretary or other regulations or statutes.

The Contractor agrees that it will fully comply with all such Standards and that it will agree to amend this Addendum to incorporate any material required by the Standards.

IN WITNESS WHEREOF, the parties have made and executed this Agreement by signing below:

APPROVED AS TO FORM:

Eric Nisley, County Counsel

Date

WASCO COUNTY:

Rod Runyon, Wasco County Commissioner

Date

NCPHD:

Teri Thalhofer, Director

Date

CONTRACTOR:

M. del Pilar Cox
Mária del Pilar Cox

05/15/2013
Date

AMENDMENT

This amendment ("Amendment"), effective March 26, 2013, is made this _____ day of _____, 2013 by and between **Tyler Technologies, Inc.**, with offices at 1100 Oakesdale Avenue SW, Renton, Washington 98055 ("Tyler") and **Wasco County**, with offices at 511 Washington Street, Suite 207, The Dalles, Oregon 97058 ("Client").

WHEREAS, Tyler and the Client are parties to an Agreement dated March 31, 2006 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items shown in the attached quote, incorporated into this Amendment as Exhibit A, are hereby added to the Agreement.
2. Payment Terms. Tyler will invoice the Client fees for the items added to the Agreement per this Amendment as follows:
 - a. Software. Software license fees of \$16,400.00 will be invoiced by Tyler when the software is delivered to Client.
 - b. Services. Tyler will invoice fees of \$50,600.00 for the Services, including estimated travel expenses, as they are provided and/or incurred.
 - c. Maintenance. Tyler will invoice the maintenance fee of \$3,690.00 for the software upon Initiation (the first day of Training).
3. Effective January 1, 2014, North Central Public Health District (NCPHD) will become a separate entity from Wasco County. At that time, all items added pursuant to this amendment shall become the responsibility of NCPHD.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.
ERP and School Division

Wasco County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Quoted By: Christina Hendrickson
Date: 03/20/2013
Quote Expiration: 05/30/2013
Quote Name: Wasco County - Health Department database
Quote Number: 48324

FILED
WASCO COUNTY

2013 MAR 21 P 2:00

LINDA BROWN
COUNTY CLERK

Sales Quotation For:

Kathi Hall
Wasco County
511 Washington St Suite 207
The Dalles, OR 97058

Phone: (541) 506-2628
Fax:
Email: kathih@co.wasco.or.us

1 Software

Model #	Description	Quantity	Price	Extended Price	Discount	Software Total
FA-BUDP-SW-B	Budget Preparation - Software	1.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00
FA-GLAP-SW-B	General Ledger/Purchasing/AP - Software	1.00	\$9,000.00	\$9,000.00	\$1,800.00	\$7,200.00
HR-PAYR-SW-B	Payroll - Software	1.00	\$7,500.00	\$7,500.00	\$1,500.00	\$6,000.00
HR-POSB-SW-B	Position Budgeting - Software	1.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00
Total:						\$4,100.00
Total:						\$16,400.00

2 Services

Model #	Description	Quantity	Price	Extended Price	Discount	Services Total
SV-PRMT-CS-B	Project Planning Services - Consulting-B	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
SV-SYST-CS	EDEN Installation and Admin Training	3.00	\$1,200.00	\$3,600.00	\$0.00	\$3,600.00
SVC-TVL-EST	Estimated Travel Expenses	7.00	\$2,000.00	\$14,000.00	\$0.00	\$14,000.00
Total:						\$0.00
Total:						\$20,600.00

Consulting

Model #	Description	Quantity	Price	Extended Price	Discount	Consulting Total
FA-BUDP-CS-B	Budget Preparation - Consulting	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
FA-GLAP-CS-B	General Ledger/Purchasing/AP - Consulting	2.00	\$1,200.00	\$2,400.00	\$0.00	\$2,400.00
HR-PAYR-CS-B	Payroll - Consulting	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
HR-POSB-CS-B	Position Budgeting - Consulting	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
Total:						\$6,000.00

Training

Model #	Description	Quantity	Price	Extended Price	Discount	Training Total
FA-BUDP-TR-B	Budget Preparation - Training	2.00	\$1,200.00	\$2,400.00	\$0.00	\$2,400.00
FA-GLAP-TR-B	General Ledger/Purchasing/AP - Training	10.00	\$1,200.00	\$12,000.00	\$0.00	\$12,000.00
HR-PAYR-TR-B	Payroll - Training	7.00	\$1,200.00	\$8,400.00	\$0.00	\$8,400.00
HR-POSB-TR-B	Position Budgeting - Training	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
Total:						\$24,000.00

Total Other Services:	Total Consulting:	Total Training:	Total Conversion Services:	Total Services:
\$20,600.00	\$6,000.00	\$24,000.00	\$0.00	\$50,600.00
Total Training Days: 20				Total Consulting Days: 5

3 Maintenance

Model #	Description	Quantity	Price	Extended Price	Discount	Maintenance Total
FA-BUDP-SP-B	Budget Preparation - Support	1.00	\$360.00	\$360.00	\$0.00	\$360.00
FA-GLAP-SP-B	General Ledger/PG/AP - Support	1.00	\$1,620.00	\$1,620.00	\$0.00	\$1,620.00
HR-PAYR-SP-B	Payroll - Support	1.00	\$1,350.00	\$1,350.00	\$0.00	\$1,350.00
HR-POSB-SP-B	Position Budgeting - Support	1.00	\$360.00	\$360.00	\$0.00	\$360.00
Total:						Total: \$3,690.00

Summary

	Fees	Maintenance
Total Software	\$16,400.00	\$3,690.00
Total Services	\$50,600.00	
Summary Total	\$67,000.00	\$3,690.00

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Prices submitted in the quote include Estimated travel expenses incurred and will be billed in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use, excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel.

For existing EDEN Clients, the fees are billed as follows:

- 100% of Application Software License Fees upon delivery of the software products
- 100% of the Year 1 Application Software Maintenance Fees are billed upon Initiation (first day of training)
- Services and associated expenses as provided/incurred.

Payment is due within 30 days of invoice receipt. Quote is subject to existing Contract.

Optional Software and Services - not included in Totals

Model #	Description	Quantity	Price	Extended Price	Discount	Software and Services Total
FA-GLAP-CV-B	General Ledger/Purchasing/AP - Conversion	1.00	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00
HR-HRIS-CS-B	Human Resources - Consulting	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
HR-HRIS-SP-B	Human Resources - Support	1.00	\$630.00	\$630.00	\$0.00	\$630.00
HR-HRIS-SW-B	Human Resources - Software	1.00	\$3,500.00	\$3,500.00	\$700.00	\$2,800.00

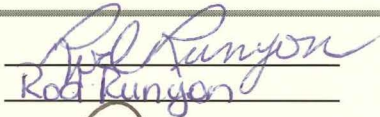
HR-HRIS-TR-B	Human Resources - Training	4.00	\$1,200.00	\$4,800.00	\$0.00	\$4,800.00
HR-PAYR-CV-B	Payroll - Conversion	1.00	\$3,600.00	\$3,600.00	\$0.00	\$3,600.00
SV-CVFI-CS-B	On Site Data Mapping - Consulting - Fin	3.00	\$1,200.00	\$3,600.00	\$0.00	\$3,600.00
SV-CVHR-CS-B	On Site Data Mapping - Consulting - HR	3.00	\$1,200.00	\$3,600.00	\$0.00	\$3,600.00

Unless otherwise indicated in the Contract or Amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Total: \$26,230.00

Customer Approval:

Print Name:

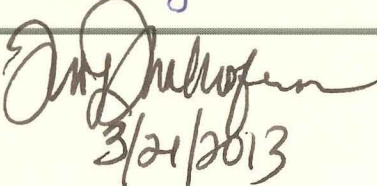

Rod Runyon

Date:

3.21.2013

P.O. #:

All primary values quoted in US Dollars


3/21/2013

Agenda Item

Fee Schedule Hearing

- [Memo](#)
- [Power Point Presentation – Change Requests](#)
- [Assessor's Email](#)
- [Cartography Increase Request](#)
- [Environmental Health Fee Schedule Memo](#)
- [Public Health Fee Schedule Memo](#)
- [Ordinance #13-003 Amending the Wasco County Fee Schedule.](#)

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: KATHY WHITE
SUBJECT: FEE SCHEDULE ORDINANCE
DATE: 5/31/2013

BACKGROUND INFORMATION

This hearing is to consider amendments to the Fee Schedule Ordinance. The Ordinance will not be considered for adoption at this session, but the full title of the Ordinance must be read into the record – the entire Ordinance must be read if any Commissioner so requests. The hearing will be continued to June 19th at which time the Board may consider the amended Ordinance for adoption.

The Power Point presentation outlines only the changes to the Ordinance. Ordinance #13-003 is included in the packet and outlines all the fees from the current Ordinance as well as the changes which are in bold print.



2013 Fee Schedule Ordinance Hearing

Change Requests

June 5, 2013

Tax & Assessment

ASSESSOR'S MAPPING FEE



Based on 2012-2013 YTD costs and a 25% increase in the hourly rate, the Assessor recommends raising the mapping fee for 2013-2014 to \$540 (\$450 x 1.25). (Current fee is \$250.00)



Fee should be reviewed for 2014-2015 when the @0% increase from \$50 to \$60 will commence.

Historical Cartography Maintenance Cost & Mapping Fee Revenue Comparison								
FY	Plats	Waived *	Cost	Direct Bill**	Adj. Cost	Adj Cost per seg	Revenue	Gain/Loss
08/09	50	4	\$16,471		\$16,471	\$329.42	\$11,011	(\$5,460)
09/10	40	6	\$10,729		\$10,729	\$268.23	\$ 9,910	(\$ 819)
10/11	37	3	\$13,403	\$453.75	\$12,949	\$349.98	\$ 9,954	(\$3,449)
11/12	26	3	\$ 7,818	\$528.00	\$ 7,290	\$280.38	\$ 6,278	(\$1,540)
12/13	24	2	\$11,068	\$165.00	\$10,903	\$454.29	\$ 5,000	(\$6,068)
13/14	Additional 24% Hourly Rate Increase							
14/15	Additional 20% Hourly Rate Increase							
IGA Terms						*Number of fees waived or done for county *City Annexation work hours billed directly, deducted for per item cost calculation		
DOR Rate Hour		Est. Hours	Total Cost					
\$33.00		512	\$16,896					
\$33.00		512	\$16,896					
\$33.00		512	\$16,896					
\$33.00		512	\$16,896					
\$40.00		430.43	\$17,217		YTD			
\$50.00		400	\$20,000		Projected			
\$60.00					Projected			

*Number of fees waived or done for county

*City Annexation work hours billed directly, deducted for per item cost calculation



Public Health



Licensed Facilities



Environmental Health



Immunizations



Family Planning/STD Fees



Lab Tests/Medications & Supplies



Miscellaneous Fees





Licensed Facilities Fee Schedule

North Central Public Health District Licensed Facility Fee Schedule

FOOD SERVICE FEES: ~~8.45%~~ IN RED (5% cost of living & 3.45% increase remittance fee)

Full service restaurant fees based on seating criteria:

0 - 15 Seats.....	\$472	\$512
16 - 50 Seats.....	\$530	\$575
17 - 51 - 150 Seats.....	\$605	\$656
> 150 Seats.....	\$675	\$732
Bed & Breakfast.....	\$205	\$222
Limited Service Restaurant.....	\$268	\$291
Commissary.....	\$337	\$366
Mobile unit.....	\$320	\$347
Warehouse.....	\$135	\$146

*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 ~~\$54~~ Two or More Days Events... \$70 ~~\$76~~

If NOT received at least four days prior to event-

One Day Events... \$70 ~~\$76~~ Two or More Days Events... \$120 ~~\$130~~

Seasonal/Intermittent:

Seasonal - A food operation at a specific location in connection to an event arranged by one oversight organization.
Intermittent - A food operation at a specific location in connection with multiple public events having different oversight organizations.

Seasonal/Intermittent License Fee	\$ 75
Seasonal/Intermittent Plan Review Fee	\$ 75
Seasonal/Intermittent Reinspection Fee	\$ 50

PLAN REVIEW FEES FOR FOOD SERVICE:

For Initial Construction:

Full Service Restaurant	\$325	\$353
Bed & Breakfast	\$ 97	\$105
Limited Service Restaurant	\$ 97	\$105
Commissary	\$163	\$177
Mobile Unit	\$112	\$122
Warehouse	\$ 66	\$72

For Remodeling:

Full Service Restaurant	\$130	\$141
All Other food Facilities	\$70	\$76

Vending Machines (by # of machines):

1 - 10	\$38	\$41	101 - 250 ...	\$471	\$511
11 - 20	\$69	\$75	251 - 500 ...	\$745	\$808
21 - 30	\$102	\$111	501 - 750 ...	\$1012	\$1098
31 - 40	\$134	\$145	751 - 1000 ...	\$1242	\$1347
41 - 50	\$166	\$180	1001 - 1500 ...	\$1618	\$1755
51 - 75	\$204	\$221	1500	\$2025	\$2196
76 - 100	\$268	\$291			

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 ~~\$222~~

Hard Copy of Food Sanitation Rules\$ 5 per copy ~~\$10~~

TOURIST FACILITY FEES:**

Bed & Breakfast.....	\$ 85	\$92
Travelers Accommodation.....	\$ 90	\$98
Organizational Camp 0 to 300 campers.....	\$300	\$325
301 to 600 campers	\$400	\$434
601 + campers.....	\$1700	\$1844
Picnic Park.....	\$ 85	\$92

Recreation Park:

Base Fee.....\$90 plus ~~\$98~~

\$2.75 ~~\$3~~ per space for 1 - 50 RV spaces, plus

\$2.00 ~~\$2.50~~ per space for 51 - 100 RV spaces, plus

\$1.35 ~~\$2~~ 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	\$212
Additional Pool/Spa.....	\$117	\$127
Plan Review Fees for Pools & Spas.....	\$388	\$421

UNLICENSED FACILITIES:

School (food service inspection)	\$ 90	\$98
Daycare Inspection.....	\$ 90	\$98
Institutional Inspection (Jail, Nursing Home, etc.)...	\$ 90	\$98

ALL FACILITIES:

A \$50 ~~\$100~~ fee (per inspection) will be charged for any facility requiring more than two reinspections, following a regular inspection.



Environmental Health Fee Schedule



ON-SITE SEWAGE DISPOSAL SYSTEMS



	CURRENT Incl. \$60 DEQ	5 % incr. w/ \$60 DEQ	w/ \$60 DEQ plus pos. \$40 DEQ Surcharge Increase
A. New Site Evaluation:			
Single Family Dwelling.....	\$ 475	\$496	536
Commercial Facility System Evaluations Authorized by DEQ to Contract County:			
1) For first one thousand (1,000) gallons projected daily sewage flow	500	522	562
2) For each five hundred (500) gallons or part thereof above 1,000 gallons but less than 2,500 gallons	153	158	198



B. Construction-Installation Permit:			
a. For first 1,000 gallon projected daily sewage flow:			
Standard On-Site System.....	495	517	577
Alternative System:			
Aerobic System.....	1010	1058	1118
Capping Fill.....	877	918	978
Disposal Trenches in Saprolite.....	510	533	573
Gray Water Waste Disposal Sump...	285	296	336
Pressure Distribution.....	867	907	947
Redundant.....	615	643	683
Sand Filter.....	1010	1058	1098
Seepage Trench.....	560	585	625
Steep Slope.....	560	585	625
Tile Dewatering.....	1010	1058	1118
Alternative Treat Technologies.....	1010	1058	1118

With the exception of sand filters and pressure distribution systems, a \$40 (~~\$42~~) 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	265	305
No Field Visit Required.....	102	104	144

- 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 (~~\$100~~) for each 500 gallons or part thereof above 1,000 gallons.



Environmental Health Fee Schedule (cont.)



	CURRENT Incl. \$60 DEQ	5 % incr. w/ \$60 DEQ	w/ \$60 DEQ plus pos. \$40 DEQ Surcharge Increase
Alteration Permit:			
Major.....	390	407	447
Minor.....	180	186	226
Repair Permit:			
Single Family Dwelling:			
Major.....	325	338	378
Minor.....	130	134	174
Authorization Notice:			
If Field Visit Required.....	285	296	336
No Field Visit Required.....	135	139	179
Annual Evaluation of Alternative System (where required)	275	286	326
Renewal of Hardship Authorization for Temporary Dwelling			
If Field Visit Required.....	275	286	326
No Field Visit Required.....	185	191	231
Existing System Evaluation Report.....	285	296	336
Site Evaluation or permitting of any commercial facility system delegated to county shall follow same fee schedule as the Department of Environmental Quality.			
Pumper Truck Inspection:			
First Vehicle, Each Inspection.....	110	113	153
Each Additional Vehicle, Each Inspection...	75	76	116
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	63	103
Each of the above fees includes a \$60 \$100 DEQ surcharge that will be forwarded to the State Department of Environmental Quality.			
<hr/>			
Record Search, if not part of an onsite application and exceeds 15 minutes (Flat Rate).....	30	32	
Field Consultation Fee.....	60/hr.	63/hr.	
	(1 hr. min)		



Immunizations



IMMUNIZATIONS (Cost of Vaccine + Admin Fee)

Prices subject to change pending vendor price changes. Clients will be charged according to current cost.

Vaccine	Brand	Cost			Injection Fee		Change +/-
		2011	2013	Change +/-	2011	2013	
Hep A (Adult)	Havrix	\$22.98	\$26.60	\$3.62	\$15.00	\$21.96	\$6.96
Hep A (ped/adol)	Havrix	\$16.43	\$18.40	\$1.97	\$15.00	\$21.96	\$6.96
DTaP/IPV	Kinrix	\$40.70	\$44.20	\$3.50	\$15.00	\$21.96	\$6.96
DTaP	Infanrix	\$17.08	\$18.50	\$1.42	\$15.00	\$21.96	\$6.96
Td	Decavac	\$20.39	\$20.39	\$0.00	\$15.00	\$21.96	\$6.96
eIPV	IPOL	\$25.43	\$26.66	\$1.23	\$15.00	\$21.96	\$6.96
MMR	MMR II	\$50.11	\$54.01	\$3.90	\$15.00	\$21.96	\$6.96
MMR-V	ProQuad	n/a	\$144.47	n/a	\$15.00	\$21.96	\$6.96
Hib	ActHIB	\$17.82	\$18.79	\$0.97	\$15.00	\$21.96	\$6.96
Hep A/B	Twinrix	\$47.10	\$52.50	\$5.40	\$15.00	\$21.96	\$6.96
Hep B New-born – 19	Energix-B	\$12.52	\$13.25	\$0.73	\$15.00	\$21.96	\$6.96
Hep B 20 & over	Energix-B (Adult)	\$30.20	\$33.50	\$3.30	\$15.00	\$21.96	\$6.96
Varicella	Varivax	\$83.69	\$94.88	\$11.19	\$15.00	\$21.96	\$6.96
HPV	Gardasil	\$125.09	\$131.52	\$6.43	\$15.00	\$21.96	\$6.96
Meningococcal	Menactra	\$106.49	\$106.49	\$0.00	\$15.00	\$21.96	\$6.96
	Menveo	n/a	\$99.72	n/a	\$15.00	\$21.96	\$6.96
DTaP/IPV/Hib	Pentecel	\$77.48	\$80.43	\$2.95	\$15.00	\$21.96	\$6.96
Pcv 13	Prevnar 13	\$114.15	\$128.16	\$14.01	\$15.00	\$21.96	\$6.96
DTaP/Hep B/IPV	Pediarix	\$61.75	\$65.95	\$4.20	\$15.00	\$21.96	\$6.96
PPD		No Charge	No Charge	n/a	\$15.00	\$21.96	\$6.96
Rotavirus	Rota Teq	\$69.52	\$75.13	\$5.61	\$15.00	\$21.96	\$6.96
Tdap	Boostrix	\$33.25	\$33.08	(\$0.17)	\$15.00	\$21.96	\$6.96
	Adacel	n/a	\$32.13	n/a	\$15.00	\$21.96	\$6.96
Td	Decavac	n/a	\$20.39	n/a	\$15.00	\$21.96	\$6.96



Family Planning & STD Fees



FAMILY PLANNING/STD FEES

All costs are dependent on charges of supplies to Health Dist. and will be adjusted as needed.

FPL Sliding Fee schedule will be applied based on individual need based on Income and family size.

	NEW			ESTABLISHED		
	2011	2013	Change +/-	2011	2013	Change +/-
Minimal/ Brief	\$74.00	\$93.00	\$19.00	\$33.00	\$42.00	\$9.00
Minor/ Limited	\$130.00	\$161.00	\$31.00	\$74.00	\$93.00	\$19.00
Low/ Intermediate	\$187.00	\$232.00	\$45.00	\$126.00	\$157.00	\$31.00
Moderate/Comprehensive	\$292.00	\$354.00	\$62.00	\$187.00	\$231.00	\$44.00
High/ Complete	\$363.00	\$439.00	\$76.00	\$253.00	\$310.00	\$57.00
Preventive visit, new, 12-17	\$194.00	\$261.00	\$67.00			
Preventive visit, new, 18-39	\$194.00	\$261.00	\$67.00			
Preventive visit, new, 40-64	\$227.00	\$294.00	\$67.00			
Preventive visit, new, 65 +	\$227.00	\$294.00	\$67.00			
Preventive visit, est, 12-17	\$171.00	\$228.00	\$57.00			
Preventive visit, est, 18-39	\$171.00	\$228.00	\$57.00			
Preventive visit, est, 40-64	\$188.00	\$262.00	\$74.00			
Preventive visit, est., 65 +	\$188.00	\$262.00	\$74.00			
Individual Counseling	\$63.00	\$77.00				
IUD Inser- tion	\$123.00	\$150.00	\$27.00			
IUD Re- moval	\$167.00	\$206.00	\$39.00			
Diaphragm/Cervical Cap Fit	\$108.00	\$132.00	\$24.00			
Injection,theraputic/phopholactic/ diag.,sc/im	\$40.00	\$40.00	\$0.00			
Contraceptive Capsule Insert	\$223.00	\$289.00	\$66.00			
Contraceptive Capsule Removal	\$249.00	\$326.00	\$77.00			
Contraceptive Capsule Insert & Re- moval	\$397.00	\$485.00	\$88.00			
Vasectomy	\$882.00	\$847.00	(\$35.00)			



Lab Tests, Medication & Supplies



In house Laboratory tests:

COST (based on lab charges and testing supplies) + Office Visit Fee

	2011	2012	Change +/-
<u>Hematocrit/Hemoglobin</u>	\$13.00	\$13.00	\$0.00
<u>Hemocult</u>	\$18.00	\$18.00	\$0.00
<u>HIV Rapid Test</u>	\$35.00	\$35.00	\$0.00
<u>Pregnancy Test</u>	\$20.00	\$20.00	\$0.00
<u>Orasure</u>	\$7.00	\$7.00	\$0.00
<u>Urinalysis, dip stick</u>	\$12.50	\$12.50	\$0.00
<u>Venipuncture, routine</u>	\$15.00	\$15.00	\$0.00
<u>Wet Mount</u>	\$23.00	\$34.00	\$11.00

Medications/Supplies (prices subject to change pending supplier price changes)

	2011	2013	Change +/-		2011	2013	Change +/-
<u>Depo Provera</u>	\$1.77	\$18.60	\$16.83	<u>Lutera</u>	\$6.80	\$6.78	(\$0.02)
<u>Vaginal contraceptive film</u>	\$1.11	\$0.99	(\$0.12)	<u>Norinvi</u>	\$7.31	\$9.92	\$2.61
<u>Encare</u>	\$6.65	\$6.62	(\$0.03)	<u>Nuva</u>	\$16.13	\$17.05	\$0.92
<u>Diaphragm</u>	\$20.40	\$20.40	\$0.00	<u>Ring</u>			
<u>Implanon/Nexplanon</u>	\$357.55	\$357.55	\$0.00	<u>Micronor</u>	\$3.33	\$3.17	(\$0.16)
<u>IUD Paragard</u>	\$203.55	\$203.55	\$0.00	<u>Ortho</u>	\$6.64	\$6.55	(\$0.09)
<u>IUD Mirena</u>	\$311.26	\$334.35	\$23.09	<u>Novum</u>			
<u>Apri</u>	\$6.94	\$8.41	\$1.47	<u>Evra</u>	\$15.16	\$10.76	(\$4.40)
<u>Lo-ovral/Lo-ogestrel</u>	\$5.83	\$7.75	\$1.92	<u>3/BX</u>			
				<u>Ortho</u>	\$3.35	\$3.52	\$0.17
				<u>Cycclen</u>			
				<u>Tri-</u>	\$3.52	\$3.35	(\$0.17)
				<u>Cycclen</u>			
				<u>Tri</u>	\$6.38	\$6.01	(\$0.37)
				<u>Cycclen -</u>			
				<u>Lo</u>			
				<u>Plan B</u>	\$5.56	\$5.72	\$0.16



Miscellaneous Fees



MISCELLANEOUS FEES

Vital Records

	2011	2013	Change +/-
First copy	\$20	\$20	\$0
Additional copies of the same record ordered at the same time	\$15	\$15	\$0

Medical Record Copies

No charge to healthcare providers, other authorized persons will be charged according to their current contract with the Health District. Clients or other authorized persons without a contract, may be responsible for a payment of \$40 per hour for File Search Fee plus \$.25 per page for photocopies. The fee for fax transmission is \$3.00 plus \$.25 per page. Immunization records are excluded. If the client is low income he/she may qualify for a sliding fee schedule. However, there is a \$5.00 minimum fee for any request.



General Fees

Intended for all departments

Electronic Copies

Paper copies are currently charged at the rate of 25¢ per page. It is proposed that a new fee be established at the same rate for electronic copies. This fee does not encompass the cost of research which is calculated separately.

Compact Discs/DVDs

The Sheriff's Department currently charges **\$15** for a compact disc/DVD onto which information (documents or recordings). It is proposed that the same fee be established county-wide.





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

Fee Schedule

Tim Lynn <timl@co.wasco.or.us>
To: Kathy White <kathyw@co.wasco.or.us>

Tue, Apr 2, 2013 at 1:38 PM

Kathy...

Here is my request to increase the Assessor Mapping Fee from \$250 to \$540 for FY 2013-14.

Attached is relevant information on which this request is based.

This is item 3(H)(1) under Department of Assessment and Tax in Ordinance #11-002. That's the most recent electronic version I was able to find.

Please include this change for consideration. At the budget meeting, Tyler and Scott suggested that I review this fee.

Thanks,

Tim...

[Quoted text hidden]

—

Tim R. Lynn
Assessor/Tax Collector

Wasco Co. Dept. of Assessment and Tax
511 Washington St., #208
The Dalles, OR. 97058

Phone: (541) 506-2512
FAX: (541) 506-2511
Email: timl@co.wasco.or.us



Cartography Fee Increase Request.xlsx

14K

Historical Cartography Maintenance Cost and Mapping Fee Revenue Comparison

FY	Plats	Waived*	Cost	Direct Bill**	Adj Cost	Adj Cost/ per seg	Revenue	Gain/Loss	IGA Terms		
									DOR Rate	Hr. Est.	Hrs Total Cost
2008-09	50	4	\$16,471		\$16,471	\$329.42	\$11,011	(\$5,460)	\$33.00	512	\$16,896
2009-10	40	6	\$10,729		\$10,729	\$268.23	\$9,910	(\$819)	\$33.00	512	\$16,896
2010-11	37	3	\$13,403	\$453.75	\$12,949	\$349.98	\$9,954	(\$3,449)	\$33.00	512	\$16,896
2011-12	26	3	\$7,818	\$528.00	\$7,290	\$280.38	\$6,278	(\$1,540)	\$33.00	512	\$16,896
2012-13	24	2	\$11,068	\$165.00	\$10,903	\$454.29	\$5,000	(\$6,068)	\$40.00	430.43	\$17,217
2013-14	Additional 25% Hourly Rate Increase								\$50.00	400	\$20,000
2014-15	Additional 20% Hourly Rate Increase								\$60.00		

YTD
Projected
Projected

Based on 2012-13 YTD costs and the 25% increase in the hourly rate, **I recommend raising the mapping fee for 2013-14 to \$540** (\$450 x 1.25). We should review this fee for 2014-15 when the 20% increase from \$50 to \$60/hr will commence.

* Number of fees waived or done for county

** City Annexation work hours billed directly deducted for per item cost calculation



Public Health
Prevent. Promote. Protect.

NORTH CENTRAL PUBLIC HEALTH DISTRICT

"Caring For Our Communities"

419 East Seventh Street, The Dalles, OR 97058

Phone: 541-506-2600 Fax: 541-506-2601

Website: www.wshd.org

Memorandum

To: Wasco County Commissioners

From: Kathi Hall

Date: 5/15/13

Re: EH Fee Schedules

The enclosed fee schedules for licensed facilities and the on-site sewage disposal systems were last amended in 2011. The current proposed change to the licensed facilities fee schedule represents a represents a 5 percent cost of living increase for the last two years and an additional 3.45 percent increase in remittance fees to the State. The state just increased our payback to them by 3.45 percent. This is money the state gleans off our fees to run their technical assistance program to the counties.

The proposed increase for the On-Site program represents only a 5 percent cost of living increase for the last two years. The Department of Environmental Quality has not raised their remittance fee recently, but there is talk of possibly increasing it from 60 dollars to 100 dollars per evaluation and/or permit.



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Website: www.wshd.org

Memorandum

To: Wasco County Commissioners

From: Kathi Hall

Date: 5/15/13

Re: Fee Schedule

NCPHD Clinic Fee Schedule for 2013 is attached. The fees were last amended in 2011. The NCPHD Clinic charges fees for services based on the actual cost of the time and materials required to provide the service and in accordance with State and Federal Guidelines. Staff completed time studies, then personal services and materials and services costs were entered into a cost analysis spreadsheet.

Many of our clients qualify for state and federal programs that pay for all or most of their services. Others pay for services based on a sliding fee scale based on individual need. The need is determined by Federal Poverty guidelines based on income and family size.

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

IN THE MATTER OF AMENDING)
WASCO COUNTY'S UNIFORM FEE)
SCHEDULE FOR VARIOUS COUNTY)
DEPARTMENTS)
ORDINANCE
#13-003

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

Section 1. PURPOSE

The purpose of this Ordinance is to amend established uniform fees to be collected by Wasco County Departments for performing the service required or necessitated by various state statutes.

Section 2. AUTHORITY

This Ordinance is enacted pursuant to the authority granted to general law Counties by ORS 203.035 and by Chapter 833 in the 1979 Oregon Laws.

Section 3. FEE SCHEDULE

The following fees shall be charged and collected by the indicated Department before the filing recording or copying of subject documents shall be completed:

(A) WASCO COUNTY DEPARTMENTS

- (1) The fee for photocopies shall be \$0.25 per sheet for 8.5 x 11" paper and 8.5 x 14" paper.
- (2) The fee for photocopies shall be \$1.00 per sheet for 11 x 17" paper or larger.
- (3) The fee for computer screen printout shall be \$0.25 per sheet.
- (4) The fee for electronic copies shall be \$0.25 per page.**
- (5) The fee for providing content on media discs shall be \$15.00 per disc.**
- (6) The search fee shall be \$40.00 per hour, with one hour minimum.
- (7) The computer report fee shall be \$40.00 plus actual printing and material cost.
- (8) The fee for computer labels shall be \$40.00 plus actual printing and material cost.
- (9) The fee for fax transmissions shall be \$3.00
- (10) The fee for electronic information services shall be \$40.00 per hour with a one hour minimum.
- (11) The fee for micro-fiche and micro-film copies shall be \$0.50 per sheet.
- (12) The fee for color photocopies shall be \$1.00 per sheet.
- (13) The fee for a copy of the Wasco County Budget shall be \$20.00.

(B) WASCO COUNTY SURVEYOR'S OFFICE

- (1) The fee for performing the services set forth in ORS 209.260 shall be \$150.00 for the filing and indexing of a new map of a survey (no limit on size or number of sheets).
- (2) The fee for Blue Line Printing shall be \$0.30 per sq. ft. (\$1.00 minimum).
- (3) The fee for the Surveyor to check partition plats, property line adjustment plats, and replats shall be \$400.00.
- (4) The fee for the Surveyor to check subdivision plats and subdivision replats shall be \$525.00 per plat plus \$50.00 per building.
- (5) The fee for the Surveyor to check condominium plats shall be \$525.00 per plat plus \$50.00 per building.

(C) WASCO COUNTY YOUTH SERVICES DEPARTMENT

- (1) The fee for formal probation shall be \$30.00 per charge or group of charges occurring on the same date.
- (2) The fee for informal probation shall be \$10.00 per charge of group of charges occurring on the same date.
- (3) The fee for all urine analysis tests shall be \$10.00 with an additional \$5.00 fee for all tests resulting in a positive finding for control substances.
- (4) The fee for all first referrals of minor in possession of alcohol shall be \$100.00.

(5) The fee for probation violation upheld by a Court filing shall be \$50.00.

(6) The fee for completing and filing expunctions shall be \$60.00.

(D) WASCO COUNTY CLERK'S OFFICE

(1) The fee for performing the services set forth in ORS 92.090, 92.100 and 271.230 and 205.350 shall be as follows:

(a) For approval by the County Court, County Assessor and County Treasurer of any plat, the County Clerk shall collect \$10.00 for each Department's approval;

(2) For recording and indexing any plat, the County Clerk, in whose office the deeds of the County are kept, shall charge as follows:

(a) For plats containing 20 lots or less - \$35.00

(b) For plats containing over 20 lots - \$50.00

(c) For more than one sheet per plat - \$5.000 per additional sheet.

(d) For partition plats - \$35.00.

(3) The fee for performing the services set forth in ORS 271.230(2) for the services of the County Surveyor for marking the record upon the original plat shall be \$15.00 to be collected by the County Clerk and paid to the County Surveyor.

(4) The fee for a transcript from the County Clerk lien docket to Circuit Court shall be \$10.00 which is set forth in ORS 205.320(13).

- (5) The fee for performing the services set forth in ORS 517.030 shall be \$5.00 per page paid to the County Clerk who shall immediately pay over said sum to the County Treasurer.
- (6) The fee for performing the services set forth in ORS 517.220 shall be \$5.00 per page.
- (7) The fee for performing the services set forth in ORS 517.290 shall be \$5.00 per page.
- (8) The fee for performing the services set forth in ORS 471.166(7) for liquor license application recommendation shall be \$25.00 per license.
- (9) The fee for staff to act as witness to a marriage shall be \$15.00 per witness.
- (10) The fee for a time waiver for a marriage license shall be \$15.00.
- (11) The fee for amending a filed record of marriage or marriage certificate shall be \$25.00.
- (12) The fee for "Certificate of Consent to Marriage of a Minor" shall be \$15.00.
- (13) The fee to reissue a Marriage License shall be \$25.00.
- (14) The fee per document assessed the Affordable Housing fee of \$15.00 for the fee collections services provided by Wasco County on behalf of the Oregon Housing and Community Services Department, as required by ORS 205.323(1)(c) shall be \$1.00 to be

deposited into the general fund Clerk's Fees
(101.15.5115.411.124).

(E) WASCO COUNTY SHERIFF'S OFFICE

- (1) The fee for providing a copy of a crime report shall be \$5.00 per request, plus a \$0.50 per page.
- (2) The fee for providing a copy of an accident report shall be \$5.00 per request, plus \$0.50 per page.
- (3) The fee for taking a complete set of fingerprints and providing an inked set shall be \$15.00 per card.
- (4) The fee for providing copies of cassette tapes or audio CDs shall be \$10.00 per tape or \$15.00 per CD.
- (5) The fee for photographs shall be \$10.00 per roll or \$15.00 per CD.

(F) WASCO COUNTY FINANCE OFFICE

- (1) The fee for placing a stop payment on a Wasco County issued check shall be \$33.00 per check.
- (2) The fee for a returned item (non-sufficient funds, account closed, etc.) deposited to a Wasco County bank account shall be \$25.00 per check.

(G) WASCO COUNTY COMMUNITY CORRECTIONS DEPARTMENT

- (1) The fee for Monitored Bench Probation placement and supervision shall be \$120.00 (one-time fee).

- (2) The fee for Monitored DA Diversion placement and supervision shall be \$120.00 (one-time fee).
- (3) The fee for DUII evaluation and compliance monitoring shall be \$990.00 (one-time fee).
- (4) The fee for interstate compact transfer request processing (Oregon as the sending State) shall be \$50.00 (one-time fee).
- (5) The fee for active parole and/or probation supervision shall be \$35.00 per month.
- (6) The fee for community service work program evaluation, placement and monitoring shall be \$35.00.
- (7) The fee for laboratory drug testing fees shall be (a) \$15.00 (per sample) for in-lab tests (b) \$7.50 for instant tests.
- (8) The fee for DNA sample draw and processing shall be \$10.00 (one-time fee).
- (9) The fee for inter-county transfer request processing (Wasco County as the sending County) shall be \$25.00 (one-time fee).
- (10) The fee for electronic home detention program placement and monitoring shall be \$8.00 per day.
- (11) The fee for photocopy material requested shall be \$1.00 per sheet.
- (12) The fee for a Trip Permit to travel out of state shall be \$3.00 per each trip permit issued.

(13) The fee for providing a Department of Motor Vehicle (DMV) Letter shall be \$10.00.

(14) The fee for a Non-Departmental Drug Screen shall be \$45.00.

(15) The one-time set-up fee for non-departmental electronic monitoring shall be \$250.00.

(16) The fee for non-departmental electronic monitoring shall be \$55.00 per day.

(H) WASCO COUNTY DEPARTMENT OF ASSESSMENT AND TAX

(1) The fee for mapping changes and new plats shall be **\$540.00**.

(2) The fee for calculating farm/forest disqualifications shall be \$40.00, minimum hourly fee per account. To be applied against penalty if the account is disqualified within 90 days.

(3) The fee for certifying true copies shall be \$5.00.

(4) The fee for completing and processing the change of ownership status for a manufactured structure in the LOIS System to "Exempt From Title" shall be \$55.00. If a Title Company completes the forms and presents the completed documents to the Tax Collector for review and processing the fee shall be \$25.00.

(I) WASCO COUNTY PUBLIC WORKS DEPARTMENT

(1) The fee for filing a Road Vacation Petition shall be \$500.00 per Petition.

(2) A deposit of \$500.00 shall be required for processing and inspecting of a motor vehicle road rally. Applicants shall be billed for actual costs.

(J) WASCO COUNTY INFORMATION SERVICES DEPARTMENT

(1) The Hourly Service Fee for services rendered shall be \$120.00 per hour.

(K) WASCO COUNTY PUBLIC HEALTH - ENVIRONMENTAL HEALTH

(1) On-Site Sewage Disposal Systems Fees shall be as follows:

a. New Site Evaluation:

i. Single Family Dwelling **\$ 536.00**

ii. Commercial Facility System Evaluations Authorized by DEQ to Contract County:

1. For first one thousand (1,000) gallons

projected daily sewage flow **\$ 562.00**

2. For each five hundred (500) gallons or part thereof above 1,000 gallons but less than

2,500 gallons **\$ 198.00**

(2) Construction-Installation Permit

a. For first 1,000 gallon projected daily sewage flow:

i. Standard On-Site System **\$ 577.00**

b. Alternative System

i. Aerobic System **\$1118.00**

ii. Capping Fill **\$ 978.00**

iii. Disposal Trenches in Saprolite	\$ 978.00
iv. Gray Water Waste Disposal Sump	\$ 336.00
v. Pressure Distribution	\$ 947.00
vi. Redundant	\$ 683.00
vii. Sand Filter	\$1098.00
viii. Seepage Trench	\$ 625.00
ix. Steep Slope	\$ 625.00
x. Tile Dewatering	\$1118.00
xi. Alternative Treat Technologies	\$1118.00

c. With the exception of sand filters and pressure distribution systems, a **\$42.00** fee may be added to all permits that specify the use of a pump or dosing siphon.

d. Permit Transfer, Reinstatement or Renewal:

i. If Field Visit Required	\$ 305.00
ii. No Field Visit Required	\$ 144.00

e. For systems with projected daily sewage flows greater than 1,000 gallons, the construction installation permit fee shall be equal to the fee required on (K)(2)(a)(i) plus **\$100** for each 500 gallons or part thereof above 1,000 gallons.

(3) Alteration Permit

a. Major	\$ 447.00
b. Minor	\$ 226.00

(4) Repair Permit

a. Single Family Dwelling:

- | | |
|-----------|------------------|
| i. Major | \$ 378.00 |
| ii. Minor | \$ 174.00 |

(5) Authorization Notice

- | | |
|----------------------------|-----------------|
| a. If field visit required | \$336.00 |
| b. No field visit required | \$179.00 |

(6) Annual Evaluation of Alternative System **\$326.00**

(7) Renewal of Hardship Authorization for Temporary Dwelling

- | | |
|----------------------------|-----------------|
| a. If field visit required | \$326.00 |
| b. No field visit required | \$231.00 |

(8) Existing System Evaluation Report **\$336.00**

Site evaluation or permitting of any commercial facility system delegated to County shall follow same fee schedule as the Department of Environmental Quality.

(9) Pumper Truck Inspection

- | | |
|---|-----------------|
| a. First vehicle, each inspection | \$153.00 |
| b. Each additional vehicle, each inspection | \$116.00 |

(10) 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.

- | | |
|--|-----------------|
| a. Annual report evaluation fee holding tank | \$103.00 |
|--|-----------------|

Each of the above Environmental Health fees includes a
\$100.00 DEQ surcharge that will be forwarded to the State
Department of Environmental Quality.

- (11) Record search, if not part of an onsite application and exceeds
15 minutes (flat rate) **\$ 32.00**
- (12) Field Consultation Fee(one hour minimum) **\$ 63.00/hour**

(L) WASCO COUNTY PUBLIC HEALTH – IMMUNIZATIONS

	Cost	Injection Fee
(1) Hep A (Adult)(Havrix)	\$ 26.60	\$21.96
(2) Hep A (Ped/adol)(Havrix)	\$ 18.40	\$21.96
(3) DTaP/IPV (Kinrix)	\$ 44.20	\$21.96
(4) DTaP (Infanrix)	\$ 18.50	\$21.96
(5) Td (Decavac)	\$ 20.39	\$21.96
(6) eIPV (IPOL)	\$ 26.66	\$21.96
(7) MMR (MMRII)	\$ 54.01	\$21.96
(8) MMR-V (ProQuad)	\$144.47	\$21.96
(9) Hib (ActHIB)	\$ 18.79	\$21.96
(10) Hep A/B (Twinrix)	\$ 52.50	\$21.96
(11) Hep B (Newborn – 19)		
(Energix-B)	\$ 13.25	\$21.96
(12) Hep B (20 & over)(adult)		
(Energix B)	\$ 33.50	\$21.96
(13) Varicella (Varivax)	\$ 94.88	\$21.96

(14)	HPV (Gardasil)	\$131.52	\$21.96
(15)	Meningococcal		
	a. Menactra	\$106.49	\$21.96
	b. Menveo	\$ 99.72	\$21.96
(16)	DTaP/IPV/Hib(Pentecel)	\$ 80.43	\$21.96
(17)	Pcv 13 (Prevnar 13)	\$128.16	\$21.96
(18)	DTaP/HepB/IPV(Pediarix)	\$ 65.95	\$21.96
(19)	PPD	no charge	\$21.96
(20)	Rotavirus (Rota Teq)	\$ 75.13	\$21.96
(21)	Tdap		
	a. Boostrix	\$ 33.08	\$21.96
	b. Adacel	\$ 32.13	\$21.96
(22)	Td (Decavac)	\$ 20.39	\$21.96

(M) WASCO COUNTY PUBLIC HEALTH – FAMILY PLANNING & STD
FEES

		New	Established
(1)	Minimal/Brief	\$ 93.00	\$ 42.00
(2)	Minor/Limited	\$161.00	\$ 93.00
(3)	Low/Intermediate	\$232.00	\$157.00
(4)	Moderate/Comprehensive	\$354.00	\$231.00
(5)	High/Complete	\$439.00	\$310.00
(6)	Preventive visit, 12-17	\$261.00	\$228.00
(7)	Preventive visit, 18-39	\$261.00	\$228.00

(8)	Preventive visit, 40-64	\$294.00	\$262.00
(9)	Preventive visit, 65+	\$294.00	\$262.00
(10)	Individual Counseling	\$ 77.00	\$ 77.00
(11)	IUD Insertion	\$150.00	\$150.00
(12)	IUD Removal	\$206.00	\$206.00
(13)	Diaphragm/Cervical Cap Fit	\$132.00	\$132.00
(14)	Injection, thearputic/ Phopholactic/diag., sc/im	\$ 40.00	\$40.00
(15)	Contraceptive Capsule Insert	\$289.00	\$289.00
(16)	Contraceptive Capsule Removal	\$326.00	\$326.00
(17)	Contraceptive Capsule Insert & Removal	\$485.00	\$485.00
(18)	Vasectomy	\$847.00	\$847.00

(N) WASCO COUNTY PUBLIC HEALTH – MEDICATION & SUPPLIES

(1)	Hematocrit/Hemoglobin	\$13.00
(2)	Hemocult	\$18.00
(3)	HIV Rapid Test	\$35.00
(4)	Pregnancy Test	\$20.00
(5)	Orasure	\$ 7.00
(6)	Urinalysis, dip stick	\$12.50

(7)	Venipuncture, routine	\$15.00
(8)	Wet Mount	\$34.00
(9)	DepoProvera	\$18.60
(10)	Vaginal contraceptive film	\$.99
(11)	Encare	\$ 6.62
(12)	Diaphragm	\$ 20.40
(13)	Implanon/Nexplanon	\$357.55
(14)	IUD Paragard	\$203.55
(15)	IUD Mirena	\$334.35
(16)	Apri	\$ 8.41
(17)	Lo-ovral/Lo-ogestrel	\$ 7.75

(O) Wasco County Public Health – Miscellaneous Fees

(1) Vital Records

a. First copy \$ 20.00

b. Additional copies of

the same record

ordered at the

same time \$ 15.00

(2) Medical Record Copies: No charge to healthcare providers, other authorized persons will be charged according to their current contract with the Health District. Clients or other authorized persons without a contract may be responsible for a payment of \$40 per hour for File Search Fee plus \$0.25 per page for photocopies. The

fee for fax transmission is \$3.00 plus \$0.25 per page. Immunization records are excluded. If the client is low income he/she may qualify for a sliding fee schedule. However, there is a \$5.00 minimum fee for any request.

SECTION 4 – ENACTMENT PROVISIONS

(1) CONFORMANCE WITH LAW

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

(2) SEPARABILITY

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

(3) EFFECTIVE DATE

This Ordinance shall take effect on September 17, 2013, upon its adoption.

Regularly passed and adopted by the Board of Commissioners of the County of Wasco, State of Oregon, by a ____ to ____ vote on this 19th day of June, 2013.

WASCO COUNTY BOARD
OF COMMISSIONERS

Rod Runyon, Commission Chair

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

APPROVED AS TO FORM:

Eric J. Nisley
District Attorney

ATTEST:

Kathy White
Executive Assistant



for the greatest good

Columbia River Gorge National Scenic Area, USDA Forest Service
June 5, 2013

CURRENT PROJECTS AND NEWS Wasco County

Wasco County Resident Receives National Recreation Legend Award

The American Recreation Coalition (ARC) has named Stan Hinatsu, Recreation Program Manager for the Columbia River Gorge National Scenic Area Forest Service, as a "Legend in the Management of Outdoor Recreation".

The Legend Awards are given to seven federal land managers in recognition of their outstanding work to improve outdoor recreation experiences and opportunities for the American people. Stan has demonstrated significant contributions in all of the criteria that constitute this award over his 34-year career.



Stan is committed to customer service and has earned the trust, respect, and appreciation of the many co-workers, partners, and individuals he has worked with over the last two decades. Stan has become "the Forest Service face of the Columbia River Gorge." The Forest Service is grateful for the amazing service that Stan has contributed throughout his career, and we are proud that he is receiving this recognition.

Seven Mile Restoration: The CRGNSA is continuing to implement the forest restoration activities in the seven-mile marsh cut off area. This is part of an ongoing effort to reduce the potential impacts of catastrophic wildfires and improve forest health. The work consists of cutting encroaching shade tolerant conifers to allow more sunlight to reach the Oak Trees. Thinning activities is the first step towards creating a condition that will allow repeated low intensity underburns in some areas. During implementation, helicopters will be visible and trucks hauling logs can be expected on Snowden and Courtney Roads.

Status: This fall the CRGNSA expects to underburn these areas and complete pile burning. During any prescribed burns, smoke will be visible locally as well as from Washington State Route 14 and Interstate 84. The actual day of ignition for any burn projects will depend on several factors including appropriate temperature, fuel moisture, and winds. Burns will be conducted on days when the State Smoke Management Offices indicate suitable weather conditions for smoke dispersal are present, and if all conditions allow for safe and successful burning operations.



for the greatest good

Contact: Jen Kevil, 541-308-1703 or jenniferkevil@fs.fed.us



United States
Department of
Agriculture

Forest
Service

Mt. Hood National Forest

Barlow Ranger District
780 NE Court Street
Dufur, OR 97021
541-467-2291
FAX 541-467-2271

File Code: 1950

Date: May 21, 2013

Dear Interested Citizens,

The Barlow Ranger District on the Mt. Hood National Forest has identified you as an individual, agency, or organization that might be interested in commenting on our proposal to enhance the Rock Creek Off-Highway Vehicle (OHV) location by creating a defined and properly engineered trail system over Gate Creek. The Rock Creek OHV location is accessed by the 4800 Road. The legal description of the proposed routes is T4S, R10-11E in Wasco County, Oregon.

Project Overview

The connecting trail from the Gate Creek Staging Area to the Forest Service Road (FSR) 4830 Motorized Mixed Use trail/road would be constructed. The trail would be 50-inches wide with a gross weight rating of 800 pounds or less and would be built over two crossings to bypass Gate Creek. The connecting trail leading to the main trail system would follow existing FSR 4830-011 to FSR 4830. This trail would be an extension of Forest Service Trail #921. Two channel crossings would be placed adjacent to the Gate Creek riparian area where it runs under FSR 48 just beyond milepost 3. Overall, the project would add 0.8 miles of newly designated OHV trail and 0.2 miles of new mixed-use along FSR 4830. The total area of disturbance would be 3.0 acres.

A draft Decision Memo for this project is now complete. It is available on the Forest website, <http://www.fs.usda.gov/goto/mthood/projects>. If you do not have access to the internet, please notify Jennie O'Connor Card at 541-352-1255, if you would like us to send you a copy of the draft Decision Memo.

Field Trip

During this comment period, we will be hosting a field trip to walk the proposed trail location. Please meet us at the Barlow Ranger District (780 NE Court Street in Dufur, OR) on June 10, 2013 at 10AM. We will drive to the project location following a brief introduction. Please be dressed to take a walking tour, and bring lunch and water. The tour will be completed no later than 2:00PM. If you are planning to attend, please RSVP to Will Decker at (541) 467-5160 by June 4, 2013 so we can be prepared with the proper transportation and equipment.

Opportunity for Public Comment

This project is still in the process of being completed and no decision has been made yet. The Forest is requesting your comments on this project to help guide the final decision. Upon completion of the Decision Memo, there will be no further public comment period. As such, this 30-day comment period represents the final pre-decisional opportunity for public review for the project.

